

## NOTICE OF OPEN MEETING

Posted 5:00 p.m., January 30, 2026

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, February 3, 2026 at 7:00 p.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri.

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### AGENDA REGULAR SESSION NEOSHO CITY COUNCIL

**The agenda of this meeting includes:**

[IGNORE\_INDENT]

#### **OPENING PRAYER & PLEDGE OF ALLEGIANCE**

#### **CALL TO ORDER**

#### **ROLL CALL**

#### **APPROVAL OF AGENDA**

#### **CONSENT AGENDA**

1. January 20, 2026 Council Meeting Minutes
2. Bill No. 2026-03: Repealing City Code Section 235.030 Golf Course Fees
3. Bill No 2026-04: Amending Title VI Business and Occupation Chapter 640 License Tax on Utilities
4. Bill No. 2026-05: Agreement with Springbrook Solutions for ERP Software
5. Bill No. 2026-06: Surplus AEDs\_Fire Department
6. Bill No. 2026-07: Amending City Code Section 535 for Driveway and Right of Way Policy

#### **VISITOR'S BUSINESS**

#### **BIDS**

1. River Pump Repair
2. RFP Police Modernization & CALEA Aligned Directive System

#### **NEW BUSINESS**

1. Bill No. 2026-08: Surplus Handheld Radar Units
2. Bill No. 2026-09: Contract with Lexipol for Police Department Policies
3. Bill No. 2026-10: Contract with Lexipol for Fire Department Polices
4. Bill No. 2026-11: Contract with Joplin Humane Society
5. Bill No. 2026-12: HSTCC Agreement for CDBG Grant
6. Bill No. 2026-13: Engineering Agreement for Project # 4317 CDBG Grant
7. Bill No. 2026-14: Request for Annexation of the Property located at or near Hwy 86 and Gateway Drive
8. Resolution Bill No. 2026-04: Resolution of Intent (Ch. 100 bonds)

## February 3, 2026 City Council Meeting

9. Resolution Bill No. 2026-05: Engagement letter with Gilmore Bell
10. 2027 FY HMV Grant Application
11. 2027 FY DWI Grant Application
12. Blue Shield Grant Excess Fund Expenditure

### **APPOINTMENTS AND VACANCIES**

1. Neosho Historic Preservation Commission
  1. *Request for Reappointment from Suzie Crosno*
2. Neosho-Newton County Library Board
  1. *Resignation from the Board Keri Collinsworth*
  2. *Request for Appointment from Jacque Faulkner*
3. Planning and Zoning Commission
  1. *Resignation from Rick Mitchell*

### **REPORT OF CITY OFFICERS**

1. CID/EEZ Update

### **CLOSED SESSION**

1. Section 610.021 (1) RSMo,...Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between public governmental body or its representatives and its attorneys.  
Section 610.021 (2) RSMo...Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore.

### **ADJOURN**

**MINUTES**  
**NEOSHO CITY COUNCIL**  
**January 20, 2026 - 7:00 PM**  
**Neosho Council Chambers**  
**203 E. Main St., Neosho, MO**

**OPENING PRAYER & PLEDGE OF ALLEGIANCE**

Pastor Mark Taylor opened with prayer and Mayor Pro Tem Robinson led the pledge of allegiance.

**CALL TO ORDER**

Mayor Pro Tem Robinson called the meeting to order at 7 p.m.

**ROLL CALL**

COUNCIL PRESENT:

Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas

COUNCIL ABSENT:

Richard Davidson, Julie Humphrey and Tom Workman were excused after a motion was made by Councilman Cobb and seconded by Councilwoman Thomas.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas

No: None

Abstain: None

Passed.

CITY OFFICERS PRESENT:

David Kennedy, City Manager; Derek Snyder, City Attorney; and Cheyenne Wright, City Clerk, minutes taken by clerk.

**APPROVAL OF AGENDA**

Councilman Collinsworth made a motion to approve the agenda; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas

No: None

Abstain: None

Passed.

**CONSENT AGENDA**

Councilman Cobb made a motion to approve the consent agenda:

January 6, 2026 Council Minutes

Bill No. 2026-01

Bill No. 2026-02; Councilman Collinsworth seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas

No: None

Abstain: None

Passed.

## **VISITOR'S BUSINESS**

There were no visitor's.

### **Mark Taylor**

Mark Taylor addressed the council regarding the community Christmas that was held at the Auditorium.

## **PUBLIC HEARINGS**

### **Public Hearing for the requested annexation of property located at Hwy 86 and Gateway Drive**

Mayor Pro Tem Robinson opened the public hearing at 7:06 p.m.

There was nobody present to speak.

Mayor Pro Tem Robinson closed the hearing at 7:06 p.m.

## **NEW BUSINESS**

### **Bill No. 2026-03: Repealing City Code Section 235.030 Golf Course Fees**

AN ORDINANCE of the City of Neosho amending Title II Public Health, Safety and Welfare, Chapter 235 Parks and Recreation, Article II Golf Course, by repealing Section 235.030 Fees At The Neosho Municipal Golf Course.

City Attorney Snyder read Bill No. 2026-03 in title only.

Councilman Cobb made a motion to approve and discuss Bill No. 2026-03; Councilman Collinsworth seconded.

City Manager Kennedy addressed the city council stating that the purpose of this item is to seek approval for repealing section 235.030: Golf Course Fees. This city has relinquished all fees to MAXIM golf, who currently oversee the operations at the golf course. When this was turned over, the city failed to repeal section 235.030.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas

No: None

Abstain: None

Passed.

**Bill No 2026-04: Amending Title VI Business and Occupation Chapter 640 License Tax on Utilities**

AN ORDINANCE of the City of Neosho amending Title VI Business and Occupation, Chapter 640 License Tax on Utilities, by repealing and replacing Section 640.040 Amount, to include and to codify the license tax fees for solid waste collection and disposal providers for the City of Neosho.

City Attorney Snyder read Bill No. 2026-04 in title only.

Councilman Collinsworth made a motion to approve and discuss Bill No. 2026-04; Councilman Cobb seconded.

Finance Director Forest addressed the city council stating that the purpose of this item is to seek approval for to amend Section 640 License Tax on Utilities in order to include all utilities and the addition of solid waste collection and disposal providers. Within our code under Title VI Business and Occupation, the city has a Chapter 640 License Tax on Utilities. Under this Chapter Section 640.040 Amount. Staff requests the addition of water and wastewater, along with solid waste collection and disposal providers, be added to the chapter. This is proposed to be in addition to the charges under Section 230.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas

No: None

Abstain: None

Passed.

**Bill No. 2026-05: Agreement with Springbrook Solutions for ERP Software**

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into Agreement with Springbrook Holding Company, LLC, a Utah limited liability company, for the purpose of providing accounting software subscription and cloud services annually for the not to exceed amount of One Hundred Ninety Five Thousand Four Hundred Fifty-Five and 00/100 Dollars (\$195,455.00), with subsequent services subject to annual appropriations; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Bill No. 2026-05 in title only.

Councilman Cobb made a motion to approve and discuss Bill No. 2026-05-; Councilwoman Thomas seconded.

Finance Director Forest addressed the city council stating that the purpose of this item is to seek approval for the agreement with Springbrook to complete migration and provide the new accounting software and modules. The City issued an RFP for a fully integrated financial management and human resource/payroll system September 2, 2025. After review of the RFP comparison of cost and several days of demonstrations of the

software the committee has accepted the RFP from Springbrook. The agreement has been reviewed by legal counsel. The term is for 5 years with annual payments. The City identified the need to replace the current software and approved related expenditures in its budget for Fiscal Year 2026.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas

No: None

Abstain: None

Passed.

**Bill No. 2026-06: Surplus AEDs\_Fire Department**

An Ordinance of the City of Neosho, Missouri declaring certain personal property as surplus; and authorizing the City Manager to execute the appropriate documents.

City Attorney Snyder read Bill No. 2026-06 in title only.

Councilwoman Robinson made a motion to approve and discuss Bill No. 2026-06; Councilwoman Thomas seconded.

Fire Chief Houk addressed the city council stating that the purpose of this item is to seek approval to surplus 5 AEDs that are 20+ years old. This year, through budgeting, the Fire Department replaced 4, 20+ year-old AEDs with 4 new ones. We also have an additional AED that was purchased for a training officer who was a paramedic, that we are unable to use due to it being a manual device. This means that a paramedic can override the programming and deliver a shock if they feel that the heart rhythm needs it. I am requesting that these 5 units be surplussed. Zoll has an end-use agreement that we are checking into that would possibly pay us up to \$300 per unit since we replaced our old units with their new product.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas

No: None

Abstain: None

Passed.

**Bill No. 2026-07: Amending City Code Section 535 for Driveway and Right of Way Policy**

AN ORDINANCE of the City of Neosho amending Title V Building Code, Chapter 535, Streets, Sidewalks and Public Places, to add a new Article III Public Right-of-Way and Article IV Driveway Permit Requirements and Standards, to codify policies and procedures for private access and work in public right-of-way and driveway construction for the City of Neosho.

City Attorney Snyder read Bill No. 2026-07 in title only.

Councilman Cobb made a motion to approve and discuss Bill No. 2026-07; Councilwoman Thomas seconded.

Public Works Interim Director Barratt addressed the city council stating that the this agenda item is to seek council approval to adopt policies which allow the city to govern our ROW when developers or contractors utilize them. This ordinance amending Title V Building Code, Chapter 535, Streets, Sidewalks and Public

Places, Article III Public Right-of-Way and Article IV Driveway Permit Requirements and Standards allows city staff to govern our ROW since we don't have a current policy. This chapter also provides a standard for when a connection to our roadway is done with development.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas

No: None

Abstain: None

Passed.

### **Resolution Bill No. 2026-03: MOU with Unlimited Play Design and Consulting Services Rocketdyne Park Playground**

A RESOLUTION of the City of Neosho, Missouri, approving a Memorandum of Understanding Agreement by and between the City of Neosho and Unlimited Play, Inc., a Missouri nonprofit corporation, for the purpose of partnering to design and construct an inclusive playground at Rocketdyne Park; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Resolution Bill No. 2026-03 in title only.

Councilman Collinsworth made a motion to approve and discuss Resolution Bill No. 2026-03; Councilman Cobb seconded.

Parks and Recreation Director Balls addressed the city council stating that the this agenda item is to seek council approval of a Memorandum of Understanding (MOU) to partner with Unlimited Play Design and Consulting Services to develop a fully Inclusive Playground at Rocketdyne Park. As part of the preparation for this project, staff met with Unlimited Play Design Services to review the project scope, goals, and overall vision for a fully inclusive playground at Rocketdyne Park. Unlimited Play will serve as the design and development partner for the project and will coordinate with their equipment vendor, Little Tikes Commercial, for playground components. It is also understood that, when the time comes to purchase the fully inclusive playground equipment, both parties will honor and utilize the Sourcewell cooperative procurement program in accordance with the City purchasing policies. Services Unlimited Play provides under this agreement:

Design and develop a fully inclusive playground.

Develop sponsorship catalog.

Educate and train the local committee.

Assist in writing grants.

Provide a row team guide.

Create a web page with design and detail.

Create a 3D fly-through video of a designed playground.

Handle all donation accounting needed.

Travel for presentations/events.

Develop Grand Opening.

Provide public engagement

Fees for the design and services are \$10,000.

However, Unlimited Play has selected the City's project for a fee-waiver design and development services opportunity, providing a \$10,000 savings to the City.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas

No: None

Abstain: None

Passed.

### **Region M Grant- Application**

Public Works Interim Director Barratt addressed the city council stating that the this agenda item is to seek council approval for applying for the Region M Grant for the Recycle Center.

By a consensus of council to apply for the Region M Grant.

## **APPOINTMENTS AND VACANCIES**

### **Historic Preservation Commission**

#### **1. Request for Reappointment for David Sims**

Councilman Collinsworth made a motion to approve the reappointment of David Sims to the Historic Preservation Commission; Councilwoman Thomas seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas

No: None

Abstain: None

Passed.

## **REPORT OF CITY OFFICERS**

### **December Financial Report**

Finance Director Forest updated the council on the December financials.

### **City Hosting February First Friday Coffee**

City Manager Kennedy addressed the city council reminding them that the city will be hosting the February First Friday Coffee event on February 3rd from 7:30 a.m. to 8:30 a.m.

## **ADJOURN**

There being no further business to come before the city council, Mayor Pro Tem Robinson asked for a motion to adjourn.

January 20, 2026 Council Minutes

Councilman Collinsworth made a motion to Adjourn; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas

No: None

Abstain: None

Passed.

Mayor Pro Tem Robinson adjourned the January 20, 2026 Council Meeting at 7:34 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

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Mayor

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City Clerk

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**REQUESTED COUNCIL MEETING DATE:** January 20, 2026

**ITEM:** Bill No. 2026-03: Repealing City Code Section 235.030 Golf Course Fees

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**ORIGINATING DEPARTMENT:** City Clerk

**ATTACHMENT:**

1. **Bill No. 2026-03 Repealing 235.030 Golf Fees**

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**PURPOSE:**

Repealing section 235.030: Golf Course Fees.

**BACKGROUND:**

This city has relinquished all fees to MAXIM golf, who currently oversee the operations at the golf course. When this was turned over, the city failed to repeal section 235.030.

**RECOMMENDATION:**

Approve Bill no. 2026-03 as presented and authorize the Mayor to execute it.

**AN ORDINANCE of the City of Neosho amending Title II Public Health, Safety and Welfare, Chapter 235 Parks and Recreation, Article II Golf Course, by repealing Section 235.030 Fees At The Neosho Municipal Golf Course.**

WHEREAS, fees for use of the Neosho Municipal Golf Course (“Spring Valley Golf Club”) are set by management of the golf course.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

**Section 1.** That Title II Public Health, Safety and Welfare, Chapter 235 Parks and Recreation, Article II Golf Course be amended by repealing Section 235.030 Fees At The Neosho Municipal Golf Course, in its entirety.

**Section 2.** That Section 235.030 shall remain reserved for possible future codification.

**Section 3.** That this ordinance shall be in full force and effect on January \_\_\_\_, 2026

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this \_\_\_\_ day of February, 2026, by a vote of 2026.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Richard Davidson, Mayor

ATTEST:

\_\_\_\_\_  
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

\_\_\_\_\_  
Derek A. Snyder, City Attorney

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**REQUESTED COUNCIL MEETING DATE:** January 20, 2026

**ITEM: Bill No 2026-04: Amending Title VI Business and Occupation Chapter 640 License Tax on Utilities**

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**ORIGINATING DEPARTMENT:** Finance Department

**ATTACHMENT:**

**1. Bill No. 2026-04 amend Ch 640.040 add Solid Waste Collectors**

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**PURPOSE:**

To amend Section 640 License Tax on Utilities in order to include all utilities and the addition of solid waste collection and disposal providers.

**BACKGROUND:**

Within our code under Title VI Business and Occupation, the city has a Chapter 640 License Tax on Utilities. Under this Chapter Section 640.040 Amount. Staff requests the addition of water and wastewater, along with solid waste collection and disposal providers, be added to the chapter. This is proposed to be in addition to the charges under Section 230.060.

**RECOMMENDATION:**

Staff recommends Council approve the proposed changes of Chapter 640.

**AN ORDINANCE of the City of Neosho amending Title VI Business and Occupation, Chapter 640 License Tax on Utilities, by repealing and replacing Section 640.040 Amount, to include and to codify the license tax fees for solid waste collection and disposal providers for the City of Neosho.**

**WHEREAS**, the City Council has determined fees to be collected by the City for the administration of the billing and enforcement of collection and disposal of solid waste should be codified.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

**Section 1.** That Title VI Business and Occupation, Chapter 640 License Tax on Utilities, be amended by repealing and replacing Section 640.040 Amount to read as follows:

“Chapter 640 License Tax on Utilities, Communication and Video Service Providers”

“Section 640.040 Amount”.

“The license and occupation tax herein provided shall be of the gross receipts of any light and power company, natural gas company, water and/or wastewater company, telephone communication company or video service provider company and solid waste collection and disposal providers, providing service in the City of Neosho.

- |  |   |
|--|---|
| 1. Telephone (Communication)                     | 5% of gross receipts                    |
| 2. Gas   | 5% of gross receipts                    |
| 3. Electric                                      | 5% of gross receipts                    |
| 4. Video Service Providers                       |   |
| Beginning August 28, 2025                        | 3.5% of gross receipts                  |
| Beginning August 28, 2026                        | 3% of gross receipts                    |
| Beginning August 28, 2027 and continuing after   | 2.5% of gross receipts                  |
| 5. Solid waste collection and disposal providers | 5% of gross receipts                    |
|  | in addition to any charges required     |
|  | under Section 230.060 <u>Authorized</u> |
|  | <u>Collectors</u> ”                     |

**Section 2.** That this ordinance shall be in full force and effect on April \_\_\_\_, 2026

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this \_\_\_\_\_ day of January, 2026, by a vote of 2026.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Richard Davidson, Mayor

ATTEST:

\_\_\_\_\_  
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

\_\_\_\_\_  
Derek A. Snyder, City Attorney

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**REQUESTED COUNCIL MEETING DATE:** January 20, 2026

**ITEM:** Bill No. 2026-05:Agreement with Springbrook Solutions for ERP Software

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**ORIGINATING DEPARTMENT:** Finance Department

**ATTACHMENT:**

1. Bill No. 2026-05 Neosho Springbrook Software ERP
  2. Neosho, MO migration and amendment 1.2026
  3. Neosho, MO addons updated 1.2026
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**PURPOSE:**

To seek approval of the agreement with Springbrook to complete migration and provide the new accounting software and modules.

**BACKGROUND:**

The City issued an RFP for a fully integrated financial management and human resource/payroll system September 2, 2025. After review of the RFP comparison of cost and several days of demonstrations of the software the committee has accepted the RFP from Springbrook.

The agreement has been reviewed by legal counsel. The term is for 5 years with annual payments.

The City identified the need to replace the current software and approved related expenditures in its budget for Fiscal Year 2026.

**RECOMMENDATION:**

Staff requests approval of the agreement and authorize the mayor to execute.

**AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into Agreement with Springbrook Holding Company, LLC, a Utah limited liability company, for the purpose of providing accounting software subscription and cloud services annually for the not to exceed amount of One Hundred Ninety Five Thousand Four Hundred Fifty-Five and 00/100 Dollars (\$195,455.00), with subsequent services subject to annual appropriations; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.**

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

**Section 1.** That the Agreement by and between the City of Neosho, Missouri, and Springbrook Holding Company, LLC, a Utah limited liability company, for the purpose of providing accounting software subscription and cloud services for the not to exceed amount of One Hundred Ninety Five Thousand Four Hundred Fifty-Five and 00/100 Dollars (\$195,455.00), with subsequent services subject to annual appropriations, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

**Section 2.** That the Mayor is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

**Section 3.** That this ordinance shall be in full force and effect on \_\_\_\_\_, 2026

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this \_\_\_\_ day of February, 2026, by a vote of 2026.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Richard Davidson, Mayor

ATTEST:

\_\_\_\_\_  
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

\_\_\_\_\_  
Derek A. Snyder, City Attorney

Order Form: Q-44465-1  
 Creation Date: 9/21/2025, 9:52 PM  
 Expires On: 3/6/2026



Phone: (866) 777-0069  
 Email: info@sprbrk.com

**Ship To:**  
 Leslie Forest  
 City of Neosho, MO  
 203 E Main Street  
 Neosho, Missouri 64850  
 lforest@neoshomo.gov

**Bill To:**  
 Renee Johnson  
 City of Neosho, MO  
 203 E Main Street  
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Annual Product Pricing				
PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Fixed Assets Subscription	USD 5,250.00	1	10.000	USD 4,725.00
Project Management Subscription	USD 5,450.00	1	10.000	USD 4,905.00
Purchase Orders Subscription	USD 5,150.00	1	10.000	USD 4,635.00
Finance Suite Subscription	USD 15,600.00	1	10.000	USD 14,040.00
Payroll Subscription	USD 12,000.00	1	10.000	USD 10,800.00
Work Orders Subscription	USD 6,500.00	1	10.000	USD 5,850.00
Inventory Control Subscription	USD 5,250.00	1	10.000	USD 4,725.00
Licenses and Permits Subscription	USD 5,250.00	1	10.000	USD 4,725.00
<b>Annual Product Pricing Total:</b>				USD 54,405.00

Fixed Fee Professional Services					
PRODUCT	DESCRIPTION	RATE	QTY	DISC %	NET PRICE
Fixed Fee Professional Services Migration	Fixed Fee Professional Services Migration	USD 21,300.00	1	0.000	USD 21,300.00
<b>Fixed Fee Professional Services Total:</b>					USD 21,300.00

**Grand Total: USD 75,705.00**  
 \* excludes applicable sales tax

## Order Details

Customer Name: City of Neosho, MO

Customer Contact: Leslie Forest

Governing Agreement(s): This Order Form is governed by the applicable terms found at:  
MSA: <http://sprbrk.app.box.com/v/sprbrk-saas-terms>  
PSA: <http://sprbrk.app.box.com/v/sprbrk-svcs-terms>  
Amendment to Master Services Agreement - Attached

Term(s): 5 Years

## Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery\* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew for three (3) years or for the term specified in this Order Form, unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days prior to the expiration of the current Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than five percent (5%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

*\* The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users, and the Customer go-live in a production environment.*

## Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

### Products Ordered

### Invoice Timing

Software Licenses, Subscriptions, Maintenance, and Hosting (New):

Annually in advance upon Order Start Date.

Software Subscriptions, Maintenance, and Hosting (Add-Ons):

Upon the order start date, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.

Software Subscriptions (Migrations):

Upon the order start date, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.

Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):

Sixty (60) days in advance of the Order Start Date.

Print Services and Transaction Fees:

Monthly, in arrears for transactions in the prior month.

Hardware and One-Time Licenses:

Upon the Effective Date of this Order Form.

Estimated Time and Material Professional Services, On-Site Professional Services, and Travel Expenses\*:

Monthly, in arrears for services in the prior month unless specified in Special Term.

Implementation Fixed Fee Professional Services:

The Effective Date of this Order Form unless specified in Special Terms.

## Professional Service Key Terms and Conditions:

- **Time and Material Pricing:** Professional Services time and material pricing is based on expected hours using Springbrook's standard implementation approach. While our goal is to provide accurate hour estimates, there may be variations in actual hours and charges. If project costs surpass the estimated hours within this order form by the greater of \$15,000 or 20%, a signed change order is necessary to proceed. Adjustments below this threshold will be implemented and invoiced as incurred.
- **\*On-Site Professional Services:** On-Site professional services are billed at a daily minimum rate, regardless of time spent on-site. Travel expenses related to on-site travel will be invoiced as a separate line item as they are incurred.
- **Cancellation or Postponement:** Customer agrees to participate in all scheduled meetings and minimize repeated cancellations. Customer shall provide no less than two (2) business days' written notice should any scheduled meeting, training session or other activity need to be cancelled or postponed. If Customer fails to provide such notice, Springbrook shall invoice the Customer for the lost or delayed scheduled time, with a minimum charge of two (2) hours. Additional charges may apply based on the resources and preparation required for the meeting.

- **Customer Responsibilities:** The customer will provide adequate internal resources and ensure the accuracy of all information provided to Springbrook. Customers are responsible for extracting data from any legacy systems and transferring the data into Springbrook's import templates.

## Special Order Terms

Special Order Terms (if any):

Customer will not be renewing Utility Billing module and this product will be cancelled at the end of the current term. The Customer agrees that the current version of Cirrus will be implemented without any modifications to its standard functionality, features, or reports. The Customer understands and accepts that no additional enhancements, customizations, or development efforts will be undertaken as part of this project. The Customer also agrees to adapt its business processes as necessary to align with the capabilities of the Cirrus application. Cirrus will be delivered and installed strictly on an "as-is" basis.

**By signing, both parties agree to the terms and conditions set forth in this agreement.**

\* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

**Springbrook Holding Company, LLC**

**City of Neosho, MO**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order # (if required) \_\_\_\_\_

Approved as to form: \_\_\_\_\_

## Springbrook v7 to Cloud Migration Statement of Work

Following is a description of the project scope for a v7 premise upgrade of Springbrook Software to Springbrook's Enterprise Cloud solution. Any work or deliverables not explicitly stated below should be considered out of scope for the purposes of this agreement. Customized software is not supported in Springbrook's cloud product. If your agency has customizations in your current version of the software, Springbrook will conduct an analysis to determine any standard functionality that may be used to replace those custom items.

The process for migrating from a v7 premise installation of Springbrook to Springbrook's Enterprise Cloud solution consists of the following major phases:

- 1. Analyze Custom Software (if applicable):** After completing the analysis, Springbrook will offer alternative solutions to meet your business needs that were previously satisfied through customization. However, please be aware that there is no guarantee that standard functionality will replicate all previously customized functionality. If your agency has business needs not met by Springbrook's standard functionality, Springbrook reserves the right to charge additional professional service fee for the analysis, development, testing, and delivery of such solutions. \*
- 2. Performing a test migration.** During this phase, Springbrook staff will work directly with your IT or other staff to get a current copy of the existing Springbrook database and complete an initial conversion/upgrade of the database and load it to your Cloud database for review. Only one (1) conversion/test migration will be performed as part of this project. \*
- 3. Complete configuration of Springbrook Cloud.** During this phase, a Springbrook Professional Services Consultant will work with staff to complete configuration of the Cloud system, including configuring imports, exports, and check/bill prints to ensure the Cloud system works similarly to the existing premise version. Any request to change functionality from how things work in the premise version are generally considered out of scope for the purposes of this project – this includes, but is not limited to, setting up new users or modifying permission for existing users, configuring additional imports/exports for new banks, third-party bill printers, third-party AMI providers, changing the formats of existing check prints, etc.\*
- 4. Complete enhancement overview session.** During this phase, a Springbrook Professional Services Consultant will provide one (1) overview session to your key staff of differences between Springbrook Cloud and your current v7 software. The focus of this single session is generally on understanding the differences between the two versions and does not include training/re-training in the software. \*
- 5. Perform final data migration.** During this phase, we'll repeat the test migration, but this will be the last and final data migration to the Springbrook Cloud solution. Once Springbrook staff have obtained a copy of the current v7 database, staff will be unable to use the local version of Springbrook until the Cloud solution is live. In most cases, this downtime will span 2-3 business days (with the potential to extend up to 5 business days). Read-only access to the local v7 version of Springbrook will be available while the final Cloud migration is performed. Please note that integrated systems that rely on Springbrook data, including our CivicPay and Employee Self Service systems, will be unavailable during the final migration as well.
- 6. Go live with Springbrook Cloud.** Once the final data migration has occurred and the Cloud system has been verified by Springbrook staff, it will be made available to your staff to begin live processing. A Springbrook Professional Services consultant will be available during the first week to field phone calls and emails regarding questions or issues discovered. Following the first week of go live, additional assistance with using Springbrook Cloud should be directed to Springbrook Technical Support resources. \*

*\*If additional services are requested, a separate agreement will be required to govern the terms and cost for that additional out of scope work.*

## AMENDMENT TO MASTER SERVICES AGREEMENT

This Amendment (“**Amendment**”) is entered into by and between Springbrook Software Holding Company d/b/a Springbrook Software (“**Springbrook**”), and City of NeoSho, MO (“**Customer**” or “**City**”). Springbrook and Customer are referred to collectively as the “**Parties**” and shall be effective as of the date of the last signature below.

### RECITALS

**WHEREAS**, the Parties entered into that certain Master Services Agreement (the “**Agreement**”), the effective date of which shall be the date of the last signature below;

**WHEREAS**, Customer has proposed certain revisions to the Agreement;

**WHEREAS**, Springbrook has agreed to incorporate certain of such proposed revisions, subject to the terms of this Amendment, without altering the remainder of the Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

### 1. Amendments to the Agreement

The following provisions are hereby incorporated into the Agreement and shall either modify, supplement or amend the Agreement, as expressly stated in each instance below:

#### 1.1 Term and Termination

**Section 13 (a)** of the Agreement will include this additional language at the end of the paragraph:

Any term herein or as specified in the applicable order form beyond the first year will be subject to annual appropriations approved by the Neosho City Council. If annual appropriations are not approved, then this agreement may be terminated at the end of the current term by the City of Neosho without cause.

**Section 13 (c)** of the Agreement will include the following additional language at the end of the paragraph:

In the event of termination by the City due to non-approval for continued appropriations, Springbrook will work with the City to make reasonable accommodations for the transfer of data stored in the Cloud Software or Cloud Service. Within thirty (30) calendar days following the end of the City’s final subscription period, and upon the City’s written request, Springbrook will provide a copy of the City’s data and associated documents in a database dump in a mutually agreed-upon format.

#### 1.2 Other Terms and Conditions

Section (a) of the Agreement will be modified to read:

Choice of Law and Venue - This Agreement is governed by the laws of the State of Missouri. Venue for any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be Newton County, Missouri, and any action filed for such controversy or claim shall be filed in the Circuit Court of Newton County, Missouri. The prevailing party may be awarded its expenses, reasonable attorneys’ fees, and costs.

All other provisions of the Agreement not expressly amended herein shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date(s) set forth below.

Customer:  
City of Neosho, MO

Company:  
Springbrook Holding Company, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Order Form: Q-44478-1  
 Creation Date: 9/22/2025, 1:51 PM  
 Expires On: 3/6/2026



Phone: (866) 777-0069  
 Email: info@sprbrk.com

**Ship To:**  
 Leslie Forest  
 City of Neosho, MO  
 203 E Main Street  
 Neosho, Missouri 64850  
 lforest@neoshomo.gov

**Bill To:**  
 Renee Johnson  
 City of Neosho, MO  
 203 E Main Street  
 Neosho, Missouri 64850  
 rjohnson@neoshomo.org

Account Manager	E-mail	Phone Number	Payment Terms
Jessica Manfre	jessica.manfre@sprbrk.com	(954) 866-8111	Net 30

Annual Product Pricing				
PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Accounts Receivable Subscription	USD 4,600.00	1	20.000	USD 3,680.00
Advanced Budgeting Subscription	USD 10,200.00	1	20.000	USD 8,160.00
Building Permits Subscription	USD 5,250.00	1	20.000	USD 4,200.00
Applicant Tracking Subscription	USD 9,900.00	1	20.000	USD 7,920.00
LMS Subscription	USD 9,900.00	1	20.000	USD 7,920.00
Onboarding Subscription	USD 9,900.00	1	20.000	USD 7,920.00
HR Core (with ESS) Subscription	USD 13,200.00	1	0.000	USD 13,200.00
<b>Annual Product Pricing Total:</b>				USD 53,000.00

Estimated Professional Services						
PRODUCT	DESCRIPTION	LIST PRICE	NET PRICE	QTY	DISC %	NET PRICE
Standard Professional Services	Standard Professional Services	USD 250.00	USD 187.50	28	25.000	USD 5,250.00
Standard Professional Services	Standard Professional Services	USD 250.00	USD 187.50	80	25.000	USD 15,000.00
Standard Professional Services	Standard Professional Services	USD 250.00	USD 187.50	78	25.000	USD 14,625.00
Standard Professional Services	Standard Professional Services	USD 250.00	USD 187.50	90	25.000	USD 16,875.00
<b>Estimated Professional Services Total:</b>						USD 51,750.00

Fixed Fee Professional Services					
PRODUCT	DESCRIPTION	RATE	QTY	DISC %	NET PRICE
Fixed Fee Professional Service	Fixed Fee Professional Services	USD 6,000.00	1	16.667	USD 5,000.00
Fixed Fee Professional Service	Fixed Fee Professional Services	USD 6,000.00	1	16.667	USD 5,000.00
Fixed Fee Professional Service	Fixed Fee Professional Services	USD 6,000.00	1	16.667	USD 5,000.00
<b>Fixed Fee Professional Services Total:</b>					USD 15,000.00

**Grand Total: USD 119,750.00**

\* excludes applicable sales tax

## Order Details

Customer Name: City of Neosho, MO

Customer Contact: Leslie Forest

Governing Agreement(s): This Order Form is governed by the applicable terms found at:  
MSA: <https://sprbrk.app.box.com/v/sprbrk-saas-terms>  
PSA: <https://sprbrk.app.box.com/v/sprbrk-svcs-terms>  
Amendment to the Master Services Agreement attached to the Migration Order.

Term(s): 5 Years

## Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery\* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew for three (3) years or for the term specified in this Order Form, unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days prior to the expiration of the current Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than five percent (5%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

*\* The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users, and the Customer go-live in a production environment.*

## Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

### Products Ordered

### Invoice Timing

Software Licenses, Subscriptions, Maintenance, and Hosting (New):

Annually in advance upon Order Start Date.

Software Subscriptions, Maintenance, and Hosting (Add-Ons):

Upon the order start date, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.

Software Subscriptions (Migrations):

Upon the order start date, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.

Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):

Sixty (60) days in advance of the Order Start Date.

Print Services and Transaction Fees:

Monthly, in arrears for transactions in the prior month.

Hardware and One-Time Licenses:

Upon the Effective Date of this Order Form.

Estimated Time and Material Professional Services, On-Site Professional Services, and Travel Expenses\*:

Monthly, in arrears for services in the prior month unless specified in Special Term.

Implementation Fixed Fee Professional Services:

The Effective Date of this Order Form unless specified in Special Terms.

## Professional Service Key Terms and Conditions:

- **Time and Material Pricing:** Professional Services time and material pricing is based on expected hours using Springbrook's standard implementation approach. While our goal is to provide accurate hour estimates, there may be variations in actual hours and charges. If project costs surpass the estimated hours within this order form by the greater of \$15,000 or 20%, a signed change order is necessary to proceed. Adjustments below this threshold will be implemented and invoiced as incurred.
- **\*On-Site Professional Services:** On-Site professional services are billed at a daily minimum rate, regardless of time spent on-site. Travel expenses related to on-site travel will be invoiced as a separate line item as they are incurred.
- **Cancellation or Postponement:** Customer agrees to participate in all scheduled meetings and minimize repeated cancellations. Customer shall provide no less than two (2) business days' written notice should any scheduled meeting, training session or other activity need to be cancelled or postponed. If Customer fails to provide such notice, Springbrook shall invoice the Customer for the lost or delayed scheduled time, with a minimum charge of two (2) hours. Additional charges may apply based on the resources and preparation required for the meeting.

- **Customer Responsibilities:** The customer will provide adequate internal resources and ensure the accuracy of all information provided to Springbrook. Customers are responsible for extracting data from any legacy systems and transferring the data into Springbrook's import templates.

## Special Order Terms

Special Order Terms (if any):

Any discounts applied under this Quote are one-time, non-recurring discounts and apply solely to the specific order referenced herein. Such discounts shall not be construed as establishing a course of dealing, precedent, or entitlement for any future orders. All subsequent orders for products or professional services will be billed at the then-current list price. This Quote does not obligate Springbrook to extend the same or similar discounts in connection with any future orders.

**By signing, both parties agree to the terms and conditions set forth in this agreement.**

\* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

**Springbrook Holding Company, LLC**

**City of Neosho, MO**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order # (if required) \_\_\_\_\_

Approved as to form: \_\_\_\_\_

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**REQUESTED COUNCIL MEETING DATE:** February 3, 2026

**ITEM:** **Bill No. 2026-06: Surplus AEDs Fire Department**

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**ORIGINATING DEPARTMENT:** Fire Department

**ATTACHMENT:**

- 1. Bill No. 2026-06 Surplus AEDs for Fire Dept.**
  - 2. Bill No. 2026-06 Surplus AEDs Fire Department**
- 

**PURPOSE:**

The purpose of this item is to surplus 5 AEDs that are 20+ years old.

**BACKGROUND:**

This year, through budgeting, the Fire Department replaced 4, 20+ year-old AEDs with 4 new ones. We also have an additional AED that was purchased for a training officer who was a paramedic, that we are unable to use due to it being a manual device. This means that a paramedic can override the programming and deliver a shock if they feel that the heart rhythm needs it. I am requesting that these 5 units be surplus. Zoll has an end-use agreement that we are checking into that would possibly pay us up to \$300 per unit since we replaced our old units with their new product.

**RECOMMENDATION:**

Staff recommends Council approval to surplus 5 old AEDs.

**AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.**

**WHEREAS, THE CITY OF NEOSHO HAS OBTAINED CERTAIN PERSONAL PROPERTY; AND**

**WHEREAS, THE CITY OF NEOSHO HAS DEEMED SAID PERSONAL PROPERTY TO BE SURPLUS AND NOT NECESSARY FOR FUTURE CITY NEEDS.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, AS FOLLOWS:**

Section 1: That the City of Neosho, Missouri declares the following items of personal property to be surplus:

- Zoll AED Plus:
- X17A888667
- X16L884701
- X17A888624
- X17A888630

Zoll AED Pro AA16L041209

Section 2. That the City Manager is hereby authorized to execute the appropriate documents on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 3<sup>rd</sup> day of February, 2026 by a vote of \_\_\_\_\_ YES and \_\_\_\_\_ NO.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Richard Davidson, Mayor

APPROVED:

ATTEST:

\_\_\_\_\_  
Derek A. Snyder, City Attorney

\_\_\_\_\_  
Cheyenne Wright, City Clerk

CITY SEAL

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**REQUESTED COUNCIL MEETING DATE:** January 20, 2026

**ITEM:** **Bill No. 2026-06: Surplus AEDs \_Fire Department**

---

**ORIGINATING DEPARTMENT:** Fire Department

**ATTACHMENT:**

**1. Bill No. 2026-06 Surplus AEDs for Fire Dept.**

---

**PURPOSE:**

The purpose of this item is to surplus 5 AEDs that are 20+ years old.

**BACKGROUND:**

This year, through budgeting, the Fire Department replaced 4, 20+ year-old AEDs with 4 new ones. We also have an additional AED that was purchased for a training officer who was a paramedic, that we are unable to use due to it being a manual device. This means that a paramedic can override the programming and deliver a shock if they feel that the heart rhythm needs it. I am requesting that these 5 units be surplus. Zoll has an end-use agreement that we are checking into that would possibly pay us up to \$300 per unit since we replaced our old units with their new product.

**RECOMMENDATION:**

Staff recommends Council approval to surplus 5 old AEDs.

**AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.**

**WHEREAS, THE CITY OF NEOSHO HAS OBTAINED CERTAIN PERSONAL PROPERTY; AND**

**WHEREAS, THE CITY OF NEOSHO HAS DEEMED SAID PERSONAL PROPERTY TO BE SURPLUS AND NOT NECESSARY FOR FUTURE CITY NEEDS.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, AS FOLLOWS:**

Section 1: That the City of Neosho, Missouri declares the following items of personal property to be surplus:

- Zoll AED Plus:
- X17A888667
- X16L884701
- X17A888624
- X17A888630

Zoll AED Pro AA16L041209

Section 2. That the City Manager is hereby authorized to execute the appropriate documents on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 3<sup>rd</sup> day of February, 2026 by a vote of \_\_\_\_\_ YES and \_\_\_\_\_ NO.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Richard Davidson, Mayor

APPROVED:

ATTEST:

\_\_\_\_\_  
Derek A. Snyder, City Attorney

\_\_\_\_\_  
Cheyenne Wright, City Clerk

CITY SEAL

---

**REQUESTED COUNCIL MEETING DATE:** January 20, 2026

**ITEM:** Bill No. 2026-07: Amending City Code Section 535 for Driveway and Right of Way Policy

---

**ORIGINATING DEPARTMENT:** Public Works Department

**ATTACHMENT:**

**1. Bill No. 2026-07 Amending Chapter 535 ROW and Driveway Policy**

---

**PURPOSE:**

To adopt policies which allow the city to govern our ROW when developers or contractors utilize them.

**BACKGROUND:**

This ordinance amending Title V Building Code, Chapter 535, Streets, Sidewalks and Public Places, Article III Public Right-of-Way and Article IV Driveway Permit Requirements and Standards allows city staff to govern our ROW since we don't have a current policy. This chapter also provides a standard for when a connection to our roadway is done with development.

**RECOMMENDATION:**

Approve Chapter 535 as presented and authorize the Mayor to execute it.

**AN ORDINANCE of the City of Neosho amending Title V Building Code, Chapter 535, Streets, Sidewalks and Public Places, to add a new Article III Public Right-of-Way and Article IV Driveway Permit Requirements and Standards, to codify policies and procedures for private access and work in public right-of-way and driveway construction for the City of Neosho.**

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

**Section 1.** That Chapter 535 Streets, Sidewalks and Public Places, be amended to add the following Article III Public Right-of-way, Sections 535.070-535.140 to read as follows:

“Chapter 535 Streets, Sidewalks and Public Places”

“Article III Public Right-of-Way”

“Section 535.070 Application Requirements.

A. **Permit Requirement.** Any person seeking to perform work within the public right-of-way (ROW) must first apply for and obtain a ROW permit, in addition to any building permit, license, easement, franchise, or other authorization required by law.

1) Emergency ROW work may begin immediately; however, the **Street Superintendent** must be notified as soon as practicable and a permit application submitted no later than the third business day after work commences.

2) The **Street Superintendent** may issue general permits covering emergency ROW work for multiple sites or citywide needs.

B. **Permit Application.** Applications shall be submitted to the **Street Superintendent** using standard forms provided by the City. Each application shall, at a minimum, include:

1) The name, address, and 24/7 contact information of a responsible representative or if different from the applicant, the name, address, and contact information of the facility owner/operator.

2) A description of the proposed work, including conceptual and engineering site plans showing dimensions, location, number of street crossings, and proximity to existing facilities.

3) For areas with landscaping, irrigation, lighting, or other special features, photos and owner approvals are required if an alteration is proposed.

4) Projected start and end dates, or a statement that notice will be provided when dates are determined.

5) All certificates of insurance and performance/maintenance bonds.

C. **Form of Submission.** Applicants may submit information in their existing format if it addresses the application requirements. The **Street Superintendent** may grant a reasonable amount of time to complete the applications.

- D. **Fees and Deposits.** Each application must include:
- 1) A City-approved application fee.
  - 2) A refundable pre-construction meeting deposit (returned upon verified attendance).
  - 3) An escrow or bond for restoration purposes.
  - 4) Any amounts owed to the City for past fees, damages, or emergency actions (subject to good-faith dispute review by the **Street Superintendent**).
  - 5) Failure to apply for a permit may result in triple permit fees, except for emergency ROW work.
- E. **Coordination of Work.** Applicants must participate in coordinated planning, joint construction, and advance notification efforts as directed by the **Street Superintendent**. The City may require facility sharing when reasonable and legally permitted to minimize disruption and preserve aesthetics.
- F. **Capacity and Records.** The **Street Superintendent** shall maintain indexes of ROW permits and may establish procedures for determining available capacity in existing facilities.”

“Section 535.080 Application Review and Determination

- A. The **Street Superintendent** shall review completed applications within thirty-one (31) days of receipt. A permit shall be granted if:
- 1) All required information is submitted;
  - 2) Fees, deposits, and escrow are paid; and
  - 3) The applicant is in compliance with this Chapter and City ordinances.
- B. The City intends to minimize interference, excavation, and disruption of the ROW. The **Street Superintendent** may require less disruptive methods or alternate facility locations, provided service quality is not reduced and requirements are competitively neutral.
- C. The **Street Superintendent** shall determine whether proposed work is minor or significant.
- 1) If no disruption or only minor interference will occur, the permit shall be promptly issued.
  - 2) If the work is significant, the **Street Superintendent** may coordinate scheduling, require public notice, or limit total linear footage per permit (maximum 2,000 feet or 20 open cuts). Separate permits may be required for larger projects.
- D. Each ROW permit shall include project dates, affected ROW length, road crossings, traffic management plans (if applicable), facility locations, and compliance conditions necessary to protect the ROW and public safety.
- E. Permit Denial – Applications may be denied for:
- 1) Outstanding fees or violations;
  - 2) Failure to provide required information;
  - 3) Failure to restore prior ROW work;
  - 4) Environmental, historic, or cultural concerns;
  - 5) Refusal to comply with alternative methods; or
  - 6) Any reason necessary to protect public health, safety, and welfare, consistent with State and Federal law.”

“Section 535.090 Permit Revocation

- A. The **Street Superintendent** may revoke a ROW permit for substantial breach after written notice and reasonable opportunity to cure (up to 30 days). Immediate suspension may be imposed for public safety. Substantial breach includes:
  - 1) Material violation of permit conditions;
  - 2) Fraud or misrepresentation;
  - 3) Failure to complete work without approved extension;
  - 4) Failure to meet federal, state, or City standards.”
- B. Breach of permit conditions shall also constitute a violation of this Chapter, subject to penalties.”

“Section 535.100 Exceptions

- A. Projects with City-approved construction plans do not require separate ROW permits for included work.
- B. City-sponsored capital improvement projects and directly related utility adjustments are exempt.”

“Section 535.110 Standards for ROW Work

- A. The following are the standards that must be met and/or followed for ROW work:
  - 1) All ROW work is subject to City inspection and Federal, State, and local regulations;
  - 2) Stop-work orders may be issued by the **Street Superintendent** for unauthorized or substandard work;
  - 3) All work must follow the Manual on Uniform Traffic Control Devices (“MUTCD”) standards, City specifications, and best engineering practices; and
  - 4) Restoration is required to equal or better condition, including turf, landscaping, sidewalks, and pavement.”

“Section 535.120 Bonds, Insurance, Indemnification

- A. **Bonds** – Minimum \$5,000 performance and maintenance bond required for 24 months, unless waived by the **Street Superintendent**.
- B. **Insurance** – Commercial general liability: \$1 Million per occurrence, \$3 Million aggregate; Auto liability: \$3 Million combined single limit. Certificates must name the City of Neosho as additional insured.
- C. **Indemnification** – ROW users must indemnify and hold the City harmless from claims related to ROW work, except those caused by City negligence or misconduct.”

“Section 535.130 Appeals

- A. Final determinations by the **Street Superintendent** may be appealed to the City Manager within 5 business days.

B. The City Manager shall issue a written decision within 15 business days.”

“Section 535.140 Miscellaneous

- A. As-built drawings may be required after completion of work.
- B. The City may perform restoration at the applicant’s cost if work is incomplete or deficient.
- C. ROW users may trim trees only with City supervision and property owner consent.
- D. Nothing herein prevents the City from using or occupying ROW for public works or improvements.

**Section 2.** That Chapter 535 Streets, Sidewalks and Public Places, be amended to add the following Article IV Driveway Permit Requirements and Standards, Sections 535.150-535.190 to read as follows:

“Chapter 535 Streets, Sidewalks and Public Places”

“Article IV Driveway Permit Requirements and Standards”

“Section 535.150 When a Driveway Permit is Required

- A. A **Driveway Permit** must be obtained when:
  - 1) Replacing or modifying any portion of the driveway within the **City’s right-of-way** (apron, sidewalk area, and culvert if applicable);
  - 2) Widening an existing driveway (at any location);
  - 3) Adding an additional driveway to a property.
- B. A permit is **not required** when:
  - 1) Replacing only the portion of a driveway **behind the sidewalk/right-of-way line up to the garage or carport**;
  - 2) Installing a driveway as part of a **new home construction** under a separate building permit (the driveway is included in that permit).”

“Section 535.160 Driveway Permit Process

- A. The following are the fees and inspections for driveway permits:
  - 1) Permit fee: **\$50.00**, payable online or at City Hall.
  - 2) Two inspections are required:
    - a. **Rough Inspection** – after removal of the old driveway, setup of forms, and subgrade preparation.
    - b. **Final Inspection** – after the new driveway is poured, forms removed, and edges backfilled.

**Note:** If a sidewalk is part of, or impacted by, the driveway construction, the sidewalk must be rebuilt to meet **ADA accessibility standards.**”

“Section 535.170 Driveway Standards

- A. **General Requirements.** All driveways constructed must meet the following requirements:

- 1) All driveways must be built to the established grade.
  - 2) No driveway entrance may be constructed within **2 feet** of a side or rear property line, 4 feet from fire hydrants or water meters, except for:
    - a) Existing driveways already closer than 2 feet.
    - b) Multifamily dwellings.
    - c) Special circumstances approved by the Public Works Director.
    - d) Fire hydrants or meters may be moved at the expense of the property owner
- B. Culverts.** Where required, the minimum culvert size is **15 inches in diameter** and **16 feet in length**. Larger culverts may be required if determined necessary by the Engineering Department.
- C. Thickness.** Residential driveways: **6 inches minimum concrete depth** (from street edge to property line). Commercial driveways: **8 inches minimum concrete depth**.
- 1) Where a commercial driveway ties into existing pavement/curb; Saw cut existing pavement **1 foot back**; Install **tie bars (5/8-inch diameter, 18 inches long, at 12-inch spacing)** in drilled holes with non-shrink grout or epoxy; Match the **existing street pavement thickness** where required.
- D. Sidewalk Integration.** Driveways crossing a sidewalk must maintain the appearance of a **continuous sidewalk**. That portion of the driveway must have a maximum **1.5% cross slope** to match the sidewalk and meet ADA standards. If the adjacent sidewalk exceeds 1.5% cross slope, the first panel next to the driveway must be replaced as a **transition section**. This requirement does not apply where sidewalks do not exist and are not planned.
- E. Expansion Joints.** Provide a **2-inch wide, full-depth expansion joint** at the back of the curb in all driveway approaches. If the driveway approach exceeds the minimum required thickness, the joint material must extend the full slab depth (no concrete-to-concrete contact). At the garage floor, a **2-inch wide, full-depth expansion joint** shall also be installed.”

**Section 3.** That this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this \_\_\_\_ day of February, 2026, by a vote of \_\_\_\_\_.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Richard Davidson, Mayor

ATTEST:

\_\_\_\_\_  
Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

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Derek A. Snyder, City Attorney

---

**REQUESTED COUNCIL MEETING DATE:** February 3, 2026

**ITEM:** River Pump Repair

---

**ORIGINATING DEPARTMENT:** Public Works Department

**ATTACHMENT:**

1. River Pump Repair Bids

---

**PURPOSE:**

This agenda item is for the repair/rebuild of raw water pump #1 for the Water Filtration plant.

**BACKGROUND:**

Staff sent out 3 bid packets and received 3 back with D & S Erectors having the best and lowest bid in the amount of \$20,630.76.

D&S Erectors, LLC \$20,630.76

B&B Welding and Fabrication \$22,250.00

K&B Excavating and Construction \$23,500.00

**RECOMMENDATION:**

Staff recommends accepting the bid from D&S Erectors in the amount of \$20,630.76.

**BID FORM**

**Description:** (To be completed by bidding party)

River Pump Repair Bid Specs

Labor and materials to remove and replace the items listed below, and reinstall the pump/motor.

Equipment Scope:

- 1pc – 1" stainless steel shaft x 60"
- 4pcs – rubber bushings
- 1pc – 1" stainless steel shaft x 39"
- 1pc – 8MFP vertical turbine pump bowl assembly

**Price(s) for unit(s) meeting enclosed specifications: \$20,630.76**

F.O.B. Neosho, MO

Projected Shipping Date: 03/02/2026

After delivery - payment made on third Tuesday of month delivered

I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

**COMPANY:** D&S Erectors, LLC

**ADDRESS:** 9317 Hwy 43, Seneca, MO 64865

**PHONE:** 417-499-0999

**EMAIL:** mica@dandserectors.com

**BY:** *Mica Willis* Mica Willis – Office Manager

**BID FORM**

**Description:** (To be completed by bidding party)

Labor and materials to remove and replace the items listed below,  
and reinstall the pump/motor.

Equipment Scope:

- 1 pc - 1" stainless steel shaft x 60"
- 4 pcs - rubber bushings
- 1 pc - 1" stainless steel shaft x 39"
- 1 pc - 8MFP vertical turbine pump bowl assembly

Price(s) for unit(s) meeting enclosed specifications: \$22,250.00

F.O.B. Neosho, MO

Projected Shipping Date: 4/1/2026

After delivery - payment made on third Tuesday of month delivered

I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: B&B Welding and Fabrication

ADDRESS: 629 N. College Neosho, Mo 64850

PHONE: 417-455-3027

EMAIL: Chrisbech73@yahoo.com

BY: Chris Bech

**BID FORM**

Description: (To be completed by bidding party)

LABOR + MATERIALS TO REMOVE AND REPLACE THE ITEMS LISTED  
BELOW, AND REINSTALL THE PUMP/MOTOR.

EQUIPMENT SCOPE:

1 pc - 1" STAINLESS STEEL SHAFT x 60"

4 pcs - RUBBER BUSHINGS

1 pc - 1" STAINLESS STEEL SHAFT x 39"

1 pc - 8 MFP VERTICLE TURBINE PUMP BOWL ASSEMBLY

Price(s) for unit(s) meeting enclosed specifications: \$23,500.00

F.O.B. Neosho, MO

Projected Shipping Date: 3/18/2026

After delivery - payment made on third Tuesday of month delivered

I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: K+B EXCAVATING + CONSTRUCTION

ADDRESS: 10515 APRICOT, JOPLIN, MO 64804

PHONE: 417-540-2721

EMAIL: kandbexcavatingandconstruction@gmail.com

BY: KEVIN EVANS

**BID SPECIFICATIONS:**

**The bid packet is for the purchase of:**

River Pump Repair Bid Specs

Labor and materials to remove and replace the items listed below, and reinstall the pump/motor.  
The City of Neosho reserves the right to refuse any bid and/or accept the bid considered most responsible.

Equipment Scope:

- 1pc – 1" stainless steel shaft x 60"
- 4pcs – rubber bushings
- 1pc – 1" stainless steel shaft x 39"
- 1pc – 8MFP vertical turbine pump bowl assembly

**Note:**

This bid should include the lead time/projected start date for this project.



# City of Neosho

203 E. Main St.  
Neosho, MO 64850  
(417) 451-8050 phone  
(417) 451-8065 fax  
[www.neoshomo.GOV](http://www.neoshomo.GOV)

## INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Monday, January 26, 2025 at 10:00 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850.  
The bid will be for the following:

**Project: River Pump Repair**

**Please label the envelope: River Pump Repair Bid Opening January 26, 2026, at 10:00 a.m.**

Questions concerning the specifications and bid procedure should be directed to Ken Brady, AWR Local Manager, at the follow address/phone: 417-451-8080, 15318 Kentucky Rd., Neosho, MO 64850.

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turnaround time in getting started on this project.

*In section 605.040 of the City of Neosho code, it states that if a contractor performs work for the City a performance bond is required.*

Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors, and Subcontractors is amended to read as follows:

"A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section 605.010, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the inspection and approval of the City Collector the following policies of insurance together with receipts showing the premiums fully paid for the period for which the license is sought:

1. Bodily injury liability insurance providing for a limit of not less than one hundred thousand dollars (\$100,000.00) for all damages arising out of bodily injuries to or for the death of one (1) person and subject to the limit for each person, a total limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of bodily injuries to or death of two (2) or more persons in any one (1) accident.
2. Comprehensive general contractor's property damage liability insurance providing for a limit of not less than fifty thousand dollars (\$50,000.00) for all damages arising out of injury to or destruction of property in any one (1) accident and subject to that limit per accident, a total aggregate limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of injury to or destruction of property during the policy period.

3. All insurance required herein must cover below-grade damage to be in full force during the entire construction process; and further be with a company approved by the City of Neosho; and such insurance shall cover the licensee and all employees of the licensee who may perform work in the City of Neosho, under the provisions of this Article.
4. Each contractor shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.
5. Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.
6. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), a performance bond running to the City, to the contract amount.

B. In addition to the requirements set forth above by this Section and the license fees required to be paid, each applicant for a plumber's license shall comply with all provisions of the Plumbing Code of the City."

If this project is in reference to a Stormwater Runoff Project, please reference Section 430.188 of City Code that states:

**A.** *Performance Bonds and Other Assurances for Completion of Stormwater Management Improvements.* Upon approval of the Final Stormwater Management Plan, but before the issuance of building permit, the City Building Inspector may require the applicant to post a performance bond, cash escrow, certified check, or other acceptable form of performance security for the amount of the work to be done pursuant to the approved Stormwater Management Plan.

**B.** *Maintenance Agreement.* A maintenance agreement, approved by the Governing Body of the City of Neosho, assuring perpetual maintenance of stormwater management improvements shall be agreed upon by the City and the applicant, if the facilities are to be maintained by the developer.

**C.** *Maintenance Bond.* A two (2) year maintenance bond against defects in workmanship may be required by the City for any portion of the stormwater management improvements dedicated to the public.

- \*Missouri Prevailing Wage Rate if over \$75,000.00 (*A copy of the Missouri Prevailing Wage Rate is attached*)
- \*Payment Bond Required for projects over \$50,000.00
- \*City of Neosho Business License required
- \*W-9 Required
- \* Proof of Workers Compensation Coverage Provided w/ Bid

The City reserves the right to reject any or all bids and to accept the lowest or best bid. The City reserves the right to split bids, if in the best interest of the City.

Thank you,

David Kennedy  
City Manager

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**REQUESTED COUNCIL MEETING DATE:** February 3, 2026

**ITEM:** RFP Police Modernization & CALEA Aligned Directive System

---

**ORIGINATING DEPARTMENT:** Police Department

**ATTACHMENT:**

1. DelCarmenConsulting Final RFP Neosho PD
  2. LMI Proposal
- 

**PURPOSE:**

To inform the City Council of the results of the RFP issued on November 25th 2025 in an effort to modernize the police department's policies and procedures.

**BACKGROUND:**

The Neosho Police Department adopted its current policies and procedures manual during 2007–2008. Since that time, the manual has not undergone a comprehensive update. Although approximately a dozen new policies were drafted by previous police chiefs, those policies were never formally incorporated into the full manual. Upon my appointment as Chief of Police, I conducted a thorough review of the existing policy manual and identified several significant gaps when compared to current policing standards and practices. In addition, the department lacks a sustainable process for maintaining an up-to-date and professionally aligned policy manual. For these reasons, I recommended seeking a qualified vendor to review, harmonize, and modernize the department's policies and procedures.

**Request for Proposals**

A Request for Proposals (RFP) was issued on November 25, 2025. Two vendors submitted proposals by the deadline:

- **Leadership Management International:** Proposed cost of approximately \$137,000, depending on selected services.
- **Del Carmen Consulting, LLC:** Proposed not-to-exceed cost of \$115,000.

**Committee Review and Recommendation**

The RFP committee convened to evaluate both submissions. While each proposal met the objectives outlined in the RFP, both exceeded the project's allocated budget. The committee determined that entering into a contract at the proposed cost levels would not be fiscally responsible or consistent with our stewardship of public funds. Accordingly, the RFP committee recommends **rejecting both proposals as submitted**.

**RECOMMENDATION:**

It is recommended that the City Council **reject all proposals received** in response to the Police Department's Policy Manual Modernization RFP issued on November 25, 2025. While the submitted proposals met the scope and objectives outlined in the RFP, both exceeded the funding level allocated for this project. Rejecting the proposals at this time maintains fiscal responsibility and ensures prudent stewardship of public resources.

## **Response to RFP# 2025-01-PD**

# **RFP Police Policy Modernization & CALEA- Aligned Directive System**

**Submitted to:**

**City of Neosho Police Department**

201 North College Street  
Neosho, MO 64850

**Submitted by:**

**Del Carmen Consulting LLC**

Vendor's Name: Del Carmen Consulting LLC

Contact Person: Dr. Alex del Carmen

Telephone: (817) 555-0199

Email: [DCC@delcarmenconsulting.com](mailto:DCC@delcarmenconsulting.com)

Address: 222 Main Street. Suite 106  
Farmington, CT 06032

**Submission Date: January 3, 2026**

## Letter of Transmittal

January 3, 2026

Chief Peter D. Russell  
Neosho Police Department  
201 North College Street  
Neosho, MO 64850

### **RE: Response to RFP# 2025-01-PD – Police Policy Modernization & CALEA-Aligned Directive System**

Dear Chief Russell:

Del Carmen Consulting LLC is pleased to submit this proposal in response to your Request for Proposals for Police Policy Modernization and CALEA-Aligned Directive System services. With nearly three decades of experience in law enforcement consulting, police reform, and policy development, we are uniquely positioned to help the Neosho Police Department achieve its modernization and accreditation readiness goals.

Our firm brings extensive expertise in CALEA standards compliance, Missouri law enforcement regulations, and evidence-based policing practices. As a federally appointed monitor and Special Master overseeing police reform in New Orleans and Puerto Rico, I have direct experience implementing comprehensive policy frameworks that meet the highest professional standards while remaining practical for day-to-day operations.

This proposal includes all materials and enclosures required by the RFP, including our vendor profile, team qualifications, detailed scope of work, sample policies, project plan, technology recommendations, and cost proposal. Our approach emphasizes customization to Neosho's unique community needs, sustainability through training and governance structures, and a long-term partnership to ensure lasting success.

I, Dr. Alex del Carmen, am authorized to commit Del Carmen Consulting LLC to perform the work specified in this RFP and will serve as the vendor's representative in all matters concerning this proposal.

We are excited about the opportunity to partner with the Neosho Police Department in this important initiative. Please do not hesitate to contact me with any questions.

Respectfully submitted,

**Dr. Alex del Carmen**

Founder & CEO

Del Carmen Consulting LLC

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## 2. Vendor Profile

### Company Overview

Del Carmen Consulting LLC is a nationally recognized law enforcement consulting firm specializing in police policy development, racial profiling compliance, police reform implementation, and federal monitoring services. Founded and operated by Dr. Alex del Carmen, the firm combines rigorous academic research with practical law enforcement experience to deliver comprehensive, evidence-based solutions for police agencies nationwide.

### Years in Business

Del Carmen Consulting LLC has been providing law enforcement consulting services for over 29 years, establishing a proven track record of successful policy modernization projects, training programs, and reform initiatives across multiple jurisdictions.

### Organizational Structure

The firm operates as a limited liability company with a lean, expert-driven structure designed to provide personalized attention to each client. Our team consists of highly qualified professionals including:

- Principal Consultant and Owner
- Senior Consultants with law enforcement and accreditation experience
- Senior Policy Analysts with CALEA accreditation experience
- Training Development Specialists
- Legal Compliance Consultants with Missouri law expertise
- Technology Integration Partners

### Location and Regional Presence

Headquartered in Fort Worth, Texas, Del Carmen Consulting LLC maintains a strong regional presence throughout the Central United States, including extensive experience teaching command level officers from the state of Missouri. Our Texas base provides convenient access to Neosho, Missouri, facilitating regular on-site visits and hands-on collaboration throughout the project.

### Experience with Similar Projects

Del Carmen Consulting LLC has successfully completed numerous police policy modernization projects for agencies of varying sizes, including:

- Comprehensive policy review and modernization for the Grapevine Police Department (Texas)
- Fort Worth Police Department hiring practices investigation and policy recommendations
- Federal monitoring and reform implementation for the New Orleans Police Department
- Special Master oversight of police reform in Puerto Rico
- Racial profiling compliance audits and policy development for dozens of Texas police departments
- City of Carrollton, Texas criminal activity analysis and policy consulting

### **Litigation Disclosure**

Del Carmen Consulting LLC has no previous or outstanding litigation relating to the performance of service contracts. The firm maintains a stellar professional reputation built on integrity, quality deliverables, and successful client outcomes.

### 3. Team & Vendor Qualifications

#### Principal Consultant: Dr. Alex del Carmen

Dr. Alex del Carmen is a nationally recognized criminologist and law enforcement consultant with nearly three decades of experience in police reform, racial profiling research, and policy development. His qualifications include:

##### Academic Credentials

- Doctoral-level expertise in criminology and criminal justice
- Author of "Racial Profiling in Policing: Beyond the Basics," a comprehensive textbook cited in federal court opinions
- Experience teaching doctoral-level criminology courses covering theoretical frameworks including routine activities theory, self-control theory, and evidence-based policing practices
- Extensive research publications on constitutional policing, bias-free policing, and police accountability

##### Federal Appointments

- Federal Monitor for the New Orleans Police Department consent decree implementation
- Special Master for police reform implementation in Puerto Rico

##### Professional Experience

- Extensive experience with Texas racial profiling legislation including Senate Bill 1074, House Bill 3389, and the Sandra Bland Act
- Policy development and compliance work with dozens of police departments
- Federal court testimony as an expert witness on policing practices
- Training development for police supervisors, investigators, and command staff
- Media consultation on policing issues including facial recognition technology and police training

#### Senior Consultant: Dr. T. Mark Brown

Dr. Mark Brown is a retired federal Supervisory Special Agent, tactical commander, interim police chief, and criminologist with extensive experience in violent crime investigations, tactical operations, organizational culture, and high-risk public safety operations. His qualifications include:

##### Academic Credentials

- Ph.D. in Criminal Justice
- University-level instructor at Tarleton State University and Dallas Baptist University, teaching courses in criminal justice, violence response, and police operations.

##### Federal & Local Law Enforcement Leadership

Dr. Brown's career includes more than two decades in federal law enforcement, including:

- Supervisory Special Agent / Commander – Bureau of Alcohol, Tobacco, Firearms & Explosives (ATF)
- Tactical Team Operator & Tactical Medic – U.S. DOJ Tactical Team
- Interim Chief of Police (White Settlement Police Department)

### **Professional Experience**

- Organizational Culture & Organizational Maturity in government agencies and corporations
- Police culture assessment, leadership development, and change management
- Tactical operations, critical incident leadership, and use-of-force policy analysis
- Policy analysis
- Training development
- Internal accountability structures which enhance the team's ability to build defensible, best-practice, CALEA-aligned policies for Neosho PD.

### **Senior Consultant: Dr. Richard Savage**

Dr. Richard Savage is a law enforcement leader, human resources executive, and criminologist with more than two decades of operational policing, organizational leadership, and police culture research experience. His expertise includes:

#### **Academic Credentials**

- Ph.D. in Criminal Justice
- Masters in Criminal Justice
- Dual bachelor's degrees (Social Work and Psychology)

#### **Research & Publication Expertise**

- Peer-reviewed author on police leadership, organizational culture, and law-enforcement administrative practices ("Who Are Law Enforcement Chief Executives?" Security Theory & Practice).
- Contributor to DOJ and NIJ-funded research projects, including Dark Web market analysis and marijuana enforcement trends.
- Conducts applied culture assessments on training, hiring, internal investigations, and use of force for police agencies.

#### **Professional Law Enforcement Experience**

Dr. Savage brings comprehensive operational, supervisory, and administrative policing experience including:

- Lieutenant / Commander – Patrol
- Sergeant—Multiple Roles (Patrol, Traffic, Training, HR Liaison, Internal Affairs, Criminal Investigations, Street Crimes Unit)
- Vice President of Human Resources (National Cell Phone Service Provider)
- Professional Standards processes
- Internal Affairs procedures
- Performance evaluations and disciplinary systems
- Policy integration across divisions
- Recruitment and hiring modernization
- HR operations including hiring, policy drafting, progressive discipline, and organizational restructuring.

- Specializes in bridging police operations with HR best practices, a unique advantage in developing policies that require both operational practicality and legal defensibility.
- Law enforcement trainer and instructor, experienced in ICS instruction, policy training, employee evaluation systems, and leadership development.

### **Senior Consultant: Amanda L. Moss, MCJ**

Amanda L. Moss is an experienced accreditation manager, CALEA assessor, and policy analyst with more than three decades of law enforcement and accreditation expertise. She has led multiple police agencies through successful CALEA accreditation cycles, including earning CALEA Accreditation with Excellence at two major police departments. Her background aligns directly with the Neosho Police Department's goals of accreditation readiness, policy modernization, and long-term sustainability.

#### **Academic Credentials**

- Master of Criminal Justice – Tarleton State University
- Bachelor of Science in Criminal Justice – Lamar University

#### **Accreditation & Policy Experience**

- Certified CALEA Accreditation Manager and Certified CALEA Assessor
- Led the University of Texas at Arlington Police Department to its first CALEA Accreditation with Excellence in 2024
- Led Arlington Police Department to its first CALEA Accreditation with Excellence in 2011, with additional Excellence Awards in 2015 and 2019
- Contract accreditation support for Dallas College Police Department, including initial TPCA Recognition
- Extensive experience developing, revising, and auditing law enforcement directives, proofs, and compliance documentation

#### **Law Enforcement Experience**

- 26-year career with the Arlington Police Department
  - Accreditation Manager / Policy Analyst (11 years)
  - Detective (8 years)
  - Patrol Sergeant (2 years)
  - Patrol Officer (5 years)
- Recognized as Officer of the Year for implementing a major case-filing innovation
- Awarded Officer of the Month twice for community engagement advancements

#### **Specialized Expertise**

- CALEA 6th Edition standards, IACLEA standards, and TPCA Recognition
- Internal auditing, compliance reviews, and accreditation sustainability
- TCOLE Licensed Instructor with experience training personnel on accreditation, policy implementation, and compliance systems
- Skilled in harmonizing policy manuals, developing proofs matrices, and preparing agencies for on-site assessments

## **CALEA and Accreditation Expertise**

Del Carmen Consulting LLC has extensive experience with accreditation standards and processes. Our team's expertise includes:

- Comprehensive knowledge of CALEA (Commission on Accreditation for Law Enforcement Agencies) standards, including the most current 6th Edition standards
- Experience preparing agencies for CALEA self-assessment and on-site assessment processes
- Development of proofs matrices and compliance documentation systems
- Understanding of alternative accreditation options including state-level accreditation programs

## **Missouri Law Enforcement Expertise**

Our team possesses comprehensive knowledge of Missouri-specific law enforcement requirements, including:

- Missouri P.O.S.T. (Peace Officer Standards and Training) Commission requirements and standards
- Missouri Police Officers Bill of Rights and internal affairs investigation requirements
- Missouri Sunshine Law requirements for public disclosure and transparency
- Missouri use of force statutes and case law
- State continuing education requirements for law enforcement officers

## **Technology Platform Experience**

Del Carmen Consulting LLC has direct experience with policy management platforms including:

- PowerDMS: Implementation, configuration, and training for policy dissemination and acknowledgment tracking
- Lexipol: Policy content development and platform integration
- Custom learning management systems for policy training and knowledge assessment

## 4. References

Del Carmen Consulting LLC provides the following references from recent law enforcement consulting engagements:

**Reference 1:** Dallas Police Department

**Contact:** Daniel Comeaux, Chief of Police

**Project:** Criminologist in Residence working with Constitutional Policing Unit (CPU)

**Scope:** Comprehensive policy modernization, use of force reforms, bias-free policing policies, internal affairs restructuring, and training program development

**Duration:** Ongoing engagement

---

**Reference 2:** Puerto Rico Police Department

**Contact:** The Honorable Francisco Besosa

**Project:** Special Master oversight of police reform

**Scope:** Policy development, compliance measurement, training systems, and accountability mechanisms

**Duration:** Multi-year federal appointment

---

**Reference 3:** Grapevine Police Department

**Contact:** Michael Hamlin, Chief of Police

**Project:** Comprehensive policy review and modernization

**Scope:** Full policy manual review, gap analysis, policy rewriting, racial profiling compliance, and supervisor training

**Outcome:** Successfully modernized policy manual achieving full state compliance

---

**Reference 4:** Fort Worth Police Department

**Contact:** Eddie Garcia, Chief of Police

**Project:** Hiring practices investigation and policy recommendations

**Scope:** Analysis of recruitment and selection processes, policy recommendations, and implementation support

**Outcome:** Comprehensive hiring policy reforms implemented

---

**Reference 5:** Rosenberg Police Department

**Contact:** Jonathan White, Chief of Police

**Project:** Criminal activity analysis and policy consulting

**Scope:** Data analysis correlating criminal activity, policy recommendations, and city council presentation

**Status:** Active engagement

*Detailed contact information for all references will be provided upon request to protect the privacy of agency officials.*

## 5. Conflicts of Interest

Del Carmen Consulting LLC hereby discloses that it has no conflicts of interest with respect to this RFP or the proposed engagement with the Neosho Police Department.

Specifically, Del Carmen Consulting LLC affirms that:

- No principal, officer, or employee of Del Carmen Consulting LLC has any financial interest in any entity that would benefit from this contract
- No principal, officer, or employee of Del Carmen Consulting LLC has any familial or personal relationship with any elected official, public official, or employee of the City of Neosho or the Neosho Police Department
- Del Carmen Consulting LLC has no current or pending contracts with any entity that would create a conflict with the interests of the Neosho Police Department
- Del Carmen Consulting LLC has no current litigation or disputes with the City of Neosho or any of its political subdivisions
- Del Carmen Consulting LLC will immediately disclose any potential conflicts that may arise during the course of the engagement

## 6. Detailed Explanation of Proposed Services

This section provides a comprehensive response to Section II: Requirements and Scope of Work of the RFP. Del Carmen Consulting LLC is prepared to fully meet all requirements specified in the RFP.

### A. Minimum Vendor Requirements

Del Carmen Consulting LLC confirms that all policies, procedures, and forms developed for the Neosho Police Department will be unique and original work product. Upon completion and final payment, full ownership of all deliverables, including any formulas, decision-making tools, and productivity tracking mechanisms, will be transferred to the City of Neosho Police Department with no retained licensing restrictions.

### B. Proposed Scope of Work

#### 1. Discovery & Gap Analysis

Del Carmen Consulting LLC will conduct a thorough discovery and gap analysis process including:

1. **Comprehensive Document Review:** Receipt and detailed analysis of all current written directives, policies, procedures, forms, evaluations, memoranda, and related documents from the Neosho Police Department
2. **Gap Identification:** Systematic comparison of existing directives against CALEA standards, Missouri P.O.S.T. requirements, Missouri state law, and contemporary best practices
3. **Usability Assessment:** Evaluation of each existing directive for currency, compatibility, and practical applicability
4. **Stakeholder Interviews:** Meetings with command staff, supervisors, and representatives from various units to understand operational realities and organizational culture
5. **Gap Analysis Report:** Detailed written report identifying all gaps, deficiencies, and recommendations with prioritization for addressing each issue
6. **Replace or Revise Determination:** Clear recommendations for each existing directive as to whether it should be retained and modified, or replaced entirely with new content

#### 2. Policy Development & Harmonization

Del Carmen Consulting LLC will develop comprehensive written directives addressing all areas identified in the RFP, including but not limited to:

##### Recruitment and Hiring Policies

- Prioritization of local hiring from City of Neosho and Newton County
- Complete selection, vetting, and hiring processes for sworn and non-sworn personnel
- Standardized forms for managing the entire hiring process

##### Vehicle and Equipment Policies

- Take-home vehicle policy with 25-mile radius requirement for callout personnel

### **Personnel Development Policies**

- Career development strategy for all agency members
- Performance evaluation system with comprehensive forms

### **Officer Health and Wellness Program**

- Mental health support and access to mental health professionals
- Physical health and fitness standards
- Stress monitoring and peer coaching programs
- Financial health and planning resources

### **Use of Force Policies (Missouri Law Compliant)**

- De-escalation protocols
- Force continuum and escalation/de-escalation guidance
- Conducted energy device (Taser) deployment
- Oleoresin capsicum (OC) spray deployment
- Less lethal shotgun deployment
- Firearm discharge policies
- Chokeholds restricted to deadly force situations only
- Positional asphyxia awareness and prevention

### **Code of Conduct and Accountability**

- Comprehensive code of conduct with examples of acceptable and unacceptable behavior
- Duty to intervene requirements
- Mandatory reporting requirements for policy violations

### **Disciplinary System**

- Progressive discipline framework
- Due process protections
- Documentation requirements and appeal procedures

### **Internal Affairs (Missouri Bill of Rights Compliant)**

- Investigation protocols and procedures
- Investigation checklists and standardized forms
- Garrity warning protocols
- Internal auditing and compliance standards

### **Additional Operational Policies**

- Continuing education requirements per Missouri statute
- Search and seizure policies including strip search authorization protocols
- Body-worn camera policy with victim privacy protections
- Drone/UAS policy compliant with FAA regulations

## **3. Accreditation Enablement**

All policies developed by Del Carmen Consulting LLC will be structured to support the accreditation process. Our policies are designed to meet or exceed the standards of:

- CALEA (Commission on Accreditation for Law Enforcement Agencies) – **Primary focus**

- Missouri Police Chiefs Association Accreditation Program
- International Association of Chiefs of Police (IACP) Model Policies

Each policy will be cross-referenced to applicable CALEA standards, facilitating efficient proofs development during the accreditation process.

#### **4. Technology & Delivery**

Del Carmen Consulting LLC will consider different platforms for policy management, delivery, and training. Del Carmen Consulting will recommend the best platforms for the Neosho Police Department to consider implementing. Once a platform is approved, such as PowerDMS, Del Carmen Consulting will assist in the implementation process. It is important to note, PowerDMS is affiliated with CALEA and the primary program for this accrediting organization. See Section 9 for detailed technology recommendations.

#### **5. Training & Change Management**

Del Carmen Consulting LLC will provide comprehensive training including:

- Command Staff Training: Executive overview of policy framework, governance responsibilities, and leadership expectations (8 hours)
- Supervisor Training: Detailed instruction on policy implementation, performance management, disciplinary processes, and documentation (16 hours)
- All-Staff Training: Department-wide orientation to new policy manual, platform navigation, and acknowledgment requirements (8 hours)
- Internal Affairs Investigator Training: Specialized training on investigation protocols, Garrity procedures, and Missouri Bill of Rights compliance (8 hours)
- Professional Standards Officer Training: Comprehensive training on policy review cycles, compliance monitoring, and accreditation preparation (16 hours)

Training will be completed within 90 days of policy delivery and will include 6 months of post-training support via phone, email, and video conference.

#### **6. Maintenance & Updates – OPTIONAL (See Section 11)**

Del Carmen Consulting LLC offers optional annual maintenance and update services to support the agency's ongoing policy sustainability needs. Details provided in Section 11.

#### **7. Confidentiality & Security**

Del Carmen Consulting LLC will maintain strict confidentiality of all policies, procedures, and forms developed for the Neosho Police Department. No unauthorized release to third parties will occur without prior written consent from the Neosho Police Department. All team members will sign confidentiality agreements, and all work product will be transmitted via secure methods.

#### **8. Risk Mitigation**

Del Carmen Consulting LLC has developed a comprehensive contingency plan to address potential delays:

- Document Delivery Delays: Built-in 2-week buffer in project timeline; alternative document collection methods available
- Stakeholder Availability: Flexible scheduling with virtual meeting options; backup interview protocols
- Review Cycle Delays: Clear escalation procedures; executive decision-making protocols for time-sensitive items
- Technology Implementation Issues: Vendor coordination protocols; backup delivery methods if platform issues arise
- Training Schedule Conflicts: Multiple training session options; recorded training modules for asynchronous learning

### **C. Deliverables Summary**

Del Carmen Consulting LLC will deliver the following to the Neosho Police Department:

1. Gap Analysis Report: Comprehensive assessment of current policies with prioritized recommendations
2. CALEA-Aligned Policy Manual: Complete set of written directives formatted for both print and digital distribution
3. Administrative Forms Package: All forms necessary for policy administration including hiring, evaluation, discipline, and internal affairs
4. Proofs Matrix: Comprehensive cross-reference document mapping policies to CALEA standards
5. Implementation and Training Plan: Detailed rollout schedule with training curricula and materials
6. Governance Charter: Framework for ongoing policy management including Professional Standards Officer position description and responsibilities

## 7. Sample Law Enforcement Policies


The following five sample policies demonstrate Del Carmen Consulting LLC's policy development approach, formatting standards, and content quality. These samples represent the style, depth, and professionalism that will characterize all deliverables for the Neosho Police Department.

Sample policies included in this proposal are illustrative only and are not intended to represent final policy language. Final policies will be developed in coordination with the Neosho Police Department following project initiation and discovery, and may differ in structure, content, and scope.

Understanding these listed policies are samples, Del Carmen Consulting will work with the Neosho Police Department to develop uniquely structured policies for their organization if desired.

### Sample Policy 1: Health and Wellness

## Neosho Police Department

GENERAL ORDER <b>101.00</b>	SUBJECT <b>HEALTH AND WELLNESS</b>	EFFECTIVE DATE
	CALEA STANDARDS <b>22.2.2</b>	REVIEW DATE
	<b>PETER RUSSELL, CHIEF OF POLICE</b>	REVISION DATE <b>DRAFT</b>
		PAGES <b>2</b>

**Policy Statement** – It is the policy of the Neosho Police Department that:

1. Supporting employees' efforts to create a healthy work/life balance is a priority.
2. Employees will become familiar with the health and wellness services available.
3. Police officers maintain a level of physical fitness that contributes to satisfactory job performance and limits susceptibility to illness and injury; and (A 22.2.2)

### 101.01 – DEFINITIONS

Health: The World Health Organization (WHO) defines health as *“a state of complete physical, mental and social well-being, not merely the absence of disease”*.

Physical health: The state of the body's overall well-being, meaning organs, systems, and cells function properly, allowing performance of daily activities without significant limitation. Physical health is built on pillars like good nutrition, regular exercise, sufficient sleep, hygiene, and managing lifestyle factors like substance use. It is more than just fitness; it is the ability to move, feel, and grow well, reducing risks of chronic diseases and boosting mental well-being.

Mental wellness: A positive state of overall well-being, encompassing emotional, psychological, and social health, allowing individuals to cope with stress, realize their potential, work productively, and contribute to their community, going beyond just the absence of mental illness to focus on thriving through resilience and growth. It is an active process of building internal resources to navigate life's challenges and enjoy a meaningful life.

Work/Life Balance: Achieving harmony between professional work demands and personal life, allowing adequate time and energy for family, hobbies, health, and rest, managing both areas successfully without one overwhelming the other. Effectively setting boundaries, prioritizing, and ensuring both career and personal well-being thrive, leading to reduced stress and better overall quality of life.

### **101.02 – MENTAL HEALTH SERVICES**


- A. City of Neosho employees may use the Employee Assistance Program for help with mental health challenges for themselves and their families at <https://www.anthem.com/employer/employee-benefits-programs/services>.
- B. The Employee Assistance Program also offers online resources to help with mental well-being at <https://www.anthem.com/mental-health>.
- C. Neosho Police Department offers a Peer Support Program providing confidential guidance and support from selected employees who are Peer Support Specialists. See General Order 102.00 for additional information.

### **101.03 – EMPLOYEE PHYSICAL FITNESS (A 22.2.2)**

- A. Sworn employees shall strive to reach two physical health goals:
  - 1. Improve and maintain good physical health for individual well-being.
  - 2. Maintain a level of health and fitness that enables officers to readily perform their law enforcement duties and other essential job-related responsibilities.
- B. Additional Objectives of a Physical Fitness Program are to:
  - 1. Improve cardio-respiratory endurance
  - 2. Improve dynamic strength
  - 3. Decrease tension and stress
  - 4. Decrease coronary risk factors
  - 5. Improve self-esteem and confidence
  - 6. Improve sleep
  - 7. Improve individual job performance
  - 8. Reduce sick time use
  - 9. Reduce on-duty injuries.
- C. Employees can access **[Name of Location]** where they can create individualized health and fitness goals and plans. Employees are encouraged to take advantage of these services.

**Sample Policy 2: Peer Support**

**Neosho Police Department**

GENERAL ORDER <b>102.00</b>	SUBJECT <b>PEER SUPPORT PROGRAM</b>	EFFECTIVE DATE
	STANDARDS <b>22.1.4</b>	REVIEW DATE
		REVISION DATE <b>DRAFT</b>
		PAGES <b>4</b>
<b>PETER RUSSELL, CHIEF OF POLICE</b>		

**102.01 – Purpose**

- A. Neosho Police Department recognizes the harmful effects stress can have on employees’ lives, job performance, and daily interactions with others. The purpose of the Peer Support Program is to provide emotional support and appropriate resources for employees when personal or professional stress occurs. The assistance is voluntary and confidential.
- B. All employees are entitled and encouraged to reach out to a Peer Support specialist for assistance. The Peer Support Program is not an element of the Employee Assistance Program (EAP), nor is it a substitute for counseling and therapy through licensed professionals.

**102.02 – Goal**

- A. The goal of the Peer Support Program is to assist in the reduction of and/or mitigate long-term effects of stress, reduce the stigma of asking for help, provide resources for employees, retain employees, prevent employment separations and employee self-induced harm.

**102.03 – Definitions**

Peer Support: A system where trained employees provide confidential, emotional and practical help to colleagues facing personal or work-related crises, leveraging shared experiences to build trust and resilience, connecting them with professional resources when needed, and fostering a culture where employees feel comfortable seeking help without stigma.

Peer Support Coordinator: Supervisor appointed by the Chief of Police who is responsible for overseeing the Peer Support Program.

Peer Support Specialist:

- A. Is designated by a law enforcement agency, emergency services provider, employee assistance program, or peer support team leader to lead, moderate, or assist in a peer support counseling session;

- B. Is a member of a peer support team; and
- C. Has received training in counseling and providing emotional and moral support to law enforcement officers and non-sworn employees or emergency services personnel who have been involved in emotionally traumatic incidents for reason of law enforcement employment.

Peer Support Team: A group of peer support specialists serving one or more law enforcement providers or emergency services providers.

Critical Incident: Any event or experience that could transcend or overwhelm a person's normal effective coping skills.

Traumatic Event: Any event or experience with the potential to cause severe physical, emotional, or mental injury.

Critical Incident Stress Management (CISM): Adaptive, short-term psychological assistance process that focuses solely on an immediate and identifiable problem.

Critical Incident On-scene Support: Peer Support Team specialists who respond to the location of a critical incident or any other location to support incident-involved personnel.

Defusing: A brief, confidential discussion among incident-involved personnel and a trained peer support team specialist immediately following a critical incident. A defusing should occur one to four hours after the incident or as soon as practical and should last 30 to 60 minutes.

Debriefing: A confidential meeting among incident-involved personnel, a mental health professional and two trained peer support specialists occurring 24-72 hours after a critical incident. Attendance may be optional and last two to four hours. A department chaplain and additional peer support team specialists may also attend.

#### **102.04 – POLICY**

- A. It is the policy of the Neosho Police Department to create and actively support a Peer Support Program. Assistance is available to any employee for any of the following circumstances:
  - 1. After a critical incident or traumatic event;
  - 2. Serious injury, illness, or death of an employee or an employee's family member;
  - 3. Family, marital, or relationship issues;
  - 4. Financial difficulties;
  - 5. Work performance;
  - 6. Employee involved in a use of force event;
  - 7. Employee who worked a violently graphic call (ex: death, crash);
  - 8. Substance abuse;
  - 9. Line of duty death;
  - 10. Overwhelming situations impacting work, home, or training;
  - 11. Employee experiencing intense emotional stress;
  - 12. Any other personal or professional event an employee feels is beyond normal coping skills.

- B. A supervisor may suggest the Peer Support Program to any employee if the supervisor notices a sudden change in behavior at work such as a pattern of tardiness, absence, excessive use of sick time, increase in complaints, or a change in demeanor.
- C. Peer Support contacts are encouraged to be held in-person or via telephone. Text messages should be avoided unless mitigating circumstances exist.
- D. Peer Support shall not be a substitute for discipline.
- E. An employee under administrative or criminal investigation may ask for Peer Support assistance during the investigation(s). Peer Support services shall remain separate and confidential from the ongoing investigation(s). If the employee is under a Garrity warning, the Garrity warning can be amended to enable the employee to confide in a peer support specialist.
- F. Supervisors are encouraged to allow peer support specialists to conduct interventions while on duty when applicable.
- G. To compensate for off-duty responses, specialists may earn state compensatory time, overtime, or allowed to “flex” their hours.

**102.05– REQUESTING ASSISTANCE**

- A. Requests for individual peer support assistance can be made for oneself or for another employee.
- B. The police department shall provide Peer Support Team Specialists’ names and contact information to all employees; an employee may select and contact a specific team specialist if desired.
- C. Requests for group or critical incident support assistance should be made by a supervisor in a position to make the request in a timely manner. For critical incidents, it is important that requests for peer support response are made as soon as practical after the event.

**102.06– SELECTION and TRAINING**

- A. Selection Process – Employees must:
  - 1. Have at least one year of employment with NPD or another law enforcement agency;
  - 2. Not be the subject of an internal investigation at the time a letter of interest is submitted;
  - 3. Want to voluntarily participate and respond on duty, off duty, and on weekends as needed;
  - 4. Submit a letter of interest through the chain of command; and
  - 5. Complete all required training.
- B. Peer support teams should be diverse and represent the workforce they serve. However, candidates who are successful as peer support team specialists tend to:
  - 1. Be mature
  - 2. Have a strong ethical foundation

3. Be empathetic
4. Show good judgment
5. Have a desire to help others
6. Have effective communication skills
7. Have previous education and training in crisis management or related topics
8. Have successfully resolved a traumatic experience.

C. Training


1. Training for Missouri Police Department peer support involves state-recognized Certified Peer Specialist (CPS) training through the [Missouri Credentialing Board \(MCB\)](#), a 5-day program covering Recovery Language, Guiding Principles, Building Resources, Ethics, and Culturally Informed Support, followed by an online exam for certification.
2. Specialists may also receive other peer support-related training when available. Authorized topics include, but are not limited to:
  - a. Active listening
  - b. Stress management
  - c. Post-traumatic stress
  - d. Critical thinking skills
  - e. Relationship mediation
  - f. Suicide prevention
  - g. General assessment
  - h. Wellness and Self-care
  - i. Burnout
  - j. Local referral services

**102.07– CONFIDENTIALITY**

- A. Confidentiality is crucial in a peer support program. A single breach of confidentiality can damage:
  1. A Peer Support Specialist’s reputation;
  2. A Peer Support Team’s reputation;
  3. Years of trust built between peer support specialists and fellow employees;  
and
  4. An entire peer support program.
- B. All statements, facts, opinions, and discussions expressed during official peer support interventions are confidential and privileged. Supervisors should not ask specialists about peer support contacts with their subordinates.
- C. See [Missouri Revisor of Statutes Section 590.1040](#) and [Missouri Revisor of Statutes Section 190.1010](#) for legal requirements and exceptions regarding confidentiality.

## Sample Policy 3: Audio/Video Recording

### Neosho Police Department

GENERAL ORDER <b>104.00</b>	SUBJECT <b>AUDIO/VIDEO RECORDING</b>	EFFECTIVE DATE
	CALEA STANDARDS <b>41.3.8, 41.3.10</b>	REVIEW DATE
	<b>PETER RUSSELL, CHIEF OF POLICE</b>	REVISION DATE <b>DRAFT</b>
		PAGES <b>5</b>

**Purpose** – The purpose of this policy is to provide personnel with guidance regarding use of department-issued audio/video recording equipment, ensure that employee activity is reliably captured and stored, and describe appropriate use and handling of recorded material.

**Philosophy** – The Neosho Police department believes that the actions of its employees are a matter of public record. Use of audio/video recording devices has shown to improve police officer performance and community member conduct when they are aware of the recording. The technology reduces the number of false complaints by the community and use of force by officers. Audio/video material can provide documentation to corroborate citizen and officer statements, ensure proper evidence chain of custody, and identify persons engaged in criminal activity. By facing the challenges of implementing an audio/video recording program, developing policies, and training its employees, this department is reasserting its commitment to remain transparent and accountable for the actions of the employees who serve the Neosho community. (A 41.3.8a)

**Policy Statement** – It is the policy of the Neosho Police Department to utilize audio/video recording equipment to document employee activity, identify policy violations, record behavior related to criminal activity, and capture details that would otherwise be missed during interactions with the public. (A 41.3.8a)

#### 104.01 – DEFINITIONS

Body Worn Camera (BWC): Audio/visual recording equipment assigned to sworn personnel worn on the officer’s person. The purpose of BWCs is to audio and video record individual employee activity while on duty, at secondary employment assignments, and special events.

Mobile Video Recorder/Recordings (MVR): Vehicle based audio/visual recording equipment limited to visual recordings in or in front of patrol vehicles. Patrol officers and supervisors are the primary users of this equipment and software.

Audio/Video Recorder/Recordings (AVR) Refers to both Body Worn Cameras and Mobile Video Recorders.

#### 104.02 – VALUE OF AUDIO/VIDEO RECORDINGS

- A. AVRs allow for accurate documentation and review of employee activity and performance to include:
  1. calls for service;
  2. community contacts;
  3. traffic and subject stops;

4. arrests;
  5. critical incidents;
  6. investigation technique;
  7. interactions with victims, witnesses, and suspects to include interview techniques;
  8. appropriate evidence and contraband collection techniques; and
  9. general interactions with the public.
- B. AVRs serve to enhance the quality of investigations, improve the accuracy of officer reports and court testimony, increase the agency's prosecution and conviction rates, and provide material for evaluation and training.
- C. AVRs may also be useful in documenting crime and accident scenes or other significant events.

#### **104.03 - MOBILE VIDEO RECORDING EQUIPMENT AND USE**

##### **A. Equipment (A 41.3.8e)**

1. Mobile video recording equipment is in all marked patrol vehicles and utilized on a regular basis by commissioned police officers and supervisors assigned to patrol.
2. The vendor is responsible for Installation and maintenance of the equipment and approved by the Chief of Police or designee.
3. Mobile video equipment is set to activate in two different activation modes:
  - a. Manual
  - b. Activation by light bar strobes (front).
4. Inspection and Maintenance. The officer shall check the condition of the unit at the beginning of each shift. To ensure proper functionality, officers shall:
  - a. visually inspect system components and activate the system to record;
  - b. synchronize the body worn camera to the mobile video system; and
  - c. while standing in front of the video camera and speaking through the Body Worn Camera microphone, identify themselves by stating their name, rank, department ID number (not radio call number), vehicle number, shift, and date.
5. Officers shall immediately report malfunctions, problems, defects, or damage to the shift supervisor and include a written request for maintenance/repair.

##### **B. Use (A 41.3.8b)**

1. Once powered on, the mobile video monitor will display the date, time, and officer identification number. The officer has the discretion to set the display mode to "flash on" or "flash off".
2. Mobile video systems should be in record mode when there is potential for citizen contact. Traffic stops, pursuits, collisions, and other circumstances which may include criminal activity shall always be recorded.
  - a. Officers shall not stop recording any event, situation, or circumstance unless authorized by a supervisor.
  - b. If asked, officers shall advise that audio/video recording equipment is in use.
  - c. Officers shall use the recording equipment properly by adjusting the camera's position, when safe to do so, to ensure the best possible view; and continue to record until the contact is complete.
3. Where possible, officers shall use their mobile video equipment to record:
  - a. A driver's actions while operating a motor vehicle in a manner that establishes probable cause for police action, during interviews, when administering field sobriety tests, and when placing a suspect into custody.

- b. Actions at crime and accident scenes or other events such as collecting evidence or seizing contraband.
4. When completing a report related to a recorded incident, the employee shall indicate in the report narrative that the incident was recorded.
5. Officers shall submit recordings considered to be evidence of criminal activity into evidence according to standard procedure. (A 41.3.8d)

#### **104.04 – BODY WORN CAMERA EQUIPMENT AND USE**

##### **A. Equipment (A 41.3.8e)**

1. BWC equipment is issued primarily to uniformed personnel as authorized by this agency. Personnel assigned BWC equipment must use the equipment unless otherwise authorized by supervisory personnel.
2. Police personnel shall use only BWCs issued by this department.
3. BWC equipment is the responsibility of each individual employee and will be used with reasonable care to ensure proper functioning. Employees shall immediately notify a supervisor regarding equipment malfunctions so the officer may receive a replacement unit.
4. Employees shall wear their issued BWCs using department-provided mounting options to ensure the most appropriate and unobscured positioning.

##### **B. Use (A 41.3.8b)**

1. Employees shall activate the BWC to record all on-duty/secondary employment duty activity related to the performance of official duties.
2. If asked, employees shall advise that audio/visual recording equipment is in use.
3. In locations where individuals have a reasonable expectation of privacy, such as a residence, the occupants may decline to be recorded unless the recording is necessary pursuant to an arrest or search of the residence or the individuals present.
4. To ensure the integrity of the recording, the BWC shall remain active until the event is concluded. Deactivation must take place if circumstances change and apply to Restrictions in C. 1-5 below.
5. When synchronized with a patrol vehicle mobile video system, BWCs will replace the mobile video system microphone and auto start upon triggers from that system (employee initiation, overhead lights, etc.).
6. If an employee fails to activate the BWC, fails to record the entire contact, or interrupts the recording, the employee shall notify the immediate supervisor and document the reason the officer did not initiate the recording or interrupt or terminate the recording.
7. Civilians are not allowed to review the BWC recordings at the scene.
8. Employees shall deploy a BWC while working uniformed off-duty and special event assignments.
9. Requests for deletion of portions of the recordings (e.g., in the event of a personal recording) must be submitted in writing and approved by the Chief of Police or designee in accordance with state record retention laws.

10. When completing a report related to a recorded incident, the employee shall indicate in the report narrative that the incident was recorded. BWC recordings are not a replacement for written reports, but they may be used to assist employees in recalling events accurately for reports.

C. **Restrictions** – BWCs shall be used only in conjunction with official law enforcement/public safety duties. The BWC shall not be used to record:

1. Communications with other police personnel without the permission of the Chief of Police;
2. While conducting administrative duties, including meetings, presentations, and other non-law enforcement activity in the police building;
3. Encounters with undercover officers or confidential informants;
4. When on break or otherwise engaged in personal activities; or
5. In any location where individuals have a reasonable expectation of privacy, such as a restroom or locker room

**104.05– TRAINING** (A 41.3.8f)

A. Prior to its use, employees will receive training in the operation of the AVR equipment by a qualified instructor. This training will include:

1. Organizational philosophy on use;
2. Appropriate use of equipment;
3. Evidence handling procedures related to recordings; and
4. Limitations involving special circumstances (e.g., juveniles).

C. Supervisors will receive training in how to review subordinate recordings and document those reviews. Training may be informal but must be documented.

D. Additional BWC training may be required at periodic intervals to ensure the continued effective use and operation of the equipment, proper calibration, and performance, and to incorporate changes, updates, or other revisions in policy and equipment.

E. Employees are encouraged to notify a supervisor of any recordings that could be of value as training material.

**104.06 – STORAGE and RETENTION** (A 41.3.8d)

A. Personnel shall securely upload all files to the appropriate AVR server periodically during, but no later than the end of each shift.

B. The Neosho Police Department shall retain AVR records according to [Missouri Secretary of State Police Clerks Records Retention Schedule](#).

**104.07 – SHIFT SUPERVISOR RESPONSIBILITIES**

A. Supervisors shall randomly review audio/video recordings of their subordinates to:

1. ensure that the equipment is operating properly;
2. ensure employees are using the devices appropriately and in accordance with policy;
3. identify performance and behaviors that may violate policy or law; and
4. identify any areas in which additional training or guidance is required.

B. **Frequency and Quantity** – (A 41.3.10e) All random reviews of subordinate AVRs shall take place monthly.

1. **BWC** – two recordings per subordinate employee assigned a BWC.
2. **MVR** – two recordings per patrol officer and patrol supervisor.

**104.08 – CRIMINAL AND ADMINISTRATIVE USE (A 41.3.8c)**

**A. Criminal**

1. When AVR captures data related to criminal activity, the employee shall mark and store the recording on the appropriate AVR server.
2. The employee shall link the recorded material to the assigned report and enter the information into the RMS report.
3. Employees shall follow procedures in G.O. 321.00 Collection and Preservation of Evidence to document the recorded material as evidence.
4. CID personnel shall access the recording when needed to conduct criminal investigations.

**B. Administrative**

1. An employee who is the subject of an internal investigation that was documented on AVR is allowed to review the recording prior to making any statements.
2. The employee may request to review additional recordings of the same incident under investigation. The employee's Assistant Chief may approve or deny the request. If denied, the employee is authorized to submit an appeal request to the Chief of Police for a final decision. Requests and decisions shall be made in writing.
3. The employee may request a copy of the recording by email to the investigator/supervisor handling the complaint. Under some circumstances, the employee may have to provide a media storage device compatible and capable of transferring the recording.

**104.09 – ACCESS**

- A. All images, sounds, and metadata captured by the AVRs are the exclusive property of NEOSHO Police Department. Accessing, copying, or releasing files for non-law enforcement purposes is prohibited.
- B. Officers shall not edit, alter, erase, duplicate, copy, share, or otherwise distribute in any manner audio/video recordings without prior written authorization and approval by the Chief of Police or designee.
- C. Audits of the system will take place to identify employee activity and ensure that employees are accessing data for legitimate and authorized purposes.
- D. The department reserves the right to limit or restrict an employee from viewing a video file.
- E. Release of AVR footage to the public will comply with [Missouri Revisor of Statutes 610.100](#).


**104.10 – AUDIO/VIDEO REVIEWS (A 41.3.10)**

- A. Employees are authorized to review Audio/Video captured data, to include:
  1. Employee review of their own data for completion of reports; (A 41.3.10a)
  2. Employee review of their own data prior to making statements in administrative and criminal investigations; (A 41.3.10b)
  3. Employee review of data captured by other employees only when employees engaged in the same incident; (A 41.3.10c)

- a. If the purpose of reviewing other employees' captured data ahead of providing statements for administrative and criminal investigations, approval by the Assistant Chief is required.
  4. Investigative review during an organizational integrity, administrative, or criminal investigation. *(A 41.3.10d)*
- B. The Patrol Commander shall conduct an annual administrative review of the AVR program and submit it to the Chief of Police for approval. *(A 41.3.10f)*

## Sample Policy 4: Application of Force

# Neosho Police Department

GENERAL ORDER <b>303.00</b>	SUBJECT <b>APPLICATION OF FORCE</b>	EFFECTIVE DATE
	CALEA STANDARDS <b>Chapter 4</b>	REVIEW DATE
		REVISION DATE <b>DRAFT</b>
		PAGES <b>8</b>
<b>PETER RUSSELL, CHIEF OF POLICE</b>		

### AUTHORITY AND STANDARDS

This policy is aligned with applicable federal and state law, Missouri statutory authority, and nationally recognized law enforcement standards and best practices.

#### Missouri Statutory Authority

- A. RSMo §563.031: Use of force in defense of persons
- B. RSMo §563.046: Use of force by law enforcement officers
- C. RSMo §563.051: Use of deadly force
- D. RSMo §544.216: Arrest authority

#### Professional Standards and Best Practices

- A. Missouri Peace Officer Standards and Training (POST) Program
- B. Commission on Accreditation for Law Enforcement Agencies (CALEA), 6th Edition Standards
- C. Relevant federal and state case law interpreting the use of force by law enforcement officers

These authorities and standards collectively guide the development, implementation, training, and supervision of the Department’s use of force practices to ensure legality, professionalism, accountability, and public trust.

**PURPOSE** – The purpose of this policy is to provide clear, constitutional, and professionally accepted guidelines governing the use of force by sworn personnel. This policy emphasizes the preservation of human life, proportionality, accountability, and officer safety while recognizing the dynamic and often dangerous nature of law enforcement duties.

**POLICY STATEMENT** – The Neosho Police Department recognizes the dignity and sanctity of all human life and is committed to protecting the constitutional rights of every person. Officers shall use only the minimal level of force that is objectively reasonable, necessary, and proportional to achieve a lawful law enforcement objective. Force may be used only when no reasonably effective alternative appears to exist, and officers shall continually assess and re-assess the situation to ensure their actions remain reasonable under the circumstances.

This commitment requires deliberate decision-making, sound tactics, and the use of de-escalation strategies whenever feasible and safe to gain voluntary compliance, increase time, create distance, and summon additional resources.

Use-of-force decisions must be based on the totality of the circumstances known to the officer at the time, including the severity of the offense, the immediacy and seriousness of any threat, the subject’s

actions and level of resistance, the presence of weapons, the availability of cover, the number of officers and subjects, and the risk to bystanders. The reasonableness of an officer's actions will be judged from the perspective of a reasonable officer on the scene, without the benefit of hindsight, consistent with governing law and *Graham v. Connor*. Officers are expected to employ tactics and communication that reduce the need for force, while maintaining officer safety and the safety of others.

### **303.01 DEFINITIONS**

For the purposes of this policy, the following definitions apply. Definitions are intended to support consistent understanding, application, reporting, and review of use-of-force incidents in accordance with Missouri law and CALEA standards.

Active Aggression: Assaultive behavior directed toward an officer or another person, including attempts to strike, kick, choke, grab a weapon, or otherwise inflict physical harm, creating an immediate threat to safety.

Active Resistance: Physical actions taken by a subject to prevent or impede an officer's lawful efforts to control, detain, or arrest, including pulling away, bracing, fleeing, or other physical opposition short of assaultive behavior.

Authorized Weapon: Any firearm, less-lethal weapon, or control device approved by the Neosho Police Department for on or off-duty use by authorized personnel, consistent with training and qualification requirements. (A 4.1.4)

Choke Hold: Any physical maneuver that restricts a person's airway or windpipe, preventing or reducing the intake of air. Choke holds are distinct from vascular neck restraints and are subject to specific restrictions under this policy.

Compliance: A subject's voluntary submission to lawful verbal commands or physical direction.

Control: The ability of an officer to manage or restrict a subject's movements or behavior to safely accomplish a lawful law enforcement objective, with or without full compliance.

Deadly Force: Force that an officer uses with the purpose of causing, or that the officer knows or reasonably should know creates a substantial risk of causing, death or serious physical injury.

De-Escalation: Reasonable actions taken by officers, when feasible and consistent with officer safety, to reduce the intensity of a situation, slow events, create time or distance, improve communication, or otherwise reduce the need for force. De-escalation is not required when it would compromise officer safety or the safety of others.

Force: Any effort, action, or physical exertion by an officer used to compel a person to comply with lawful commands, effect control, or accomplish a lawful law enforcement objective.

Imminent Threat: An immediate and present danger in which a reasonable officer would believe that death, serious physical injury, or significant bodily harm is about to occur without prompt intervention.

Less-Lethal Force: Force not intended or reasonably likely to cause death or serious physical injury, used to control resistance, aggression, or non-compliance when lower levels of force are ineffective or unsafe.

Medical Aid: Care rendered by an officer or medical professional to address injury, illness, or distress following a use-of-force incident or when a subject requests or requires medical attention.

Objectively Reasonable: A standard requiring that the necessity for and level of force used be judged from the perspective of a reasonable law enforcement officer on the scene, based on the totality of the circumstances known at the time, without the benefit of hindsight.

Passive Resistance: Nonviolent refusal to comply with lawful commands without physical actions intended to harm or escape.

Reasonable Belief: Facts or circumstances that would lead a reasonable officer, based on training and experience, to conclude that a particular action or level of force is necessary and lawful.

Serious Physical Injury: Physical injury that creates a substantial risk of death, causes serious or protracted disfigurement, or results in prolonged loss or impairment of the function of any part of the body, consistent with Missouri law.

Show of Force: A demonstrative action by an officer intended to gain compliance or deter resistance without physical contact. This may include pointing a firearm or less-lethal weapon at a subject, displaying a baton in a ready position, activating or displaying a conducted energy device, or displaying oleoresin capsicum (OC) spray. (A 4.1.4)

Unlawful Force: Force used by a person that is not legally justified under Missouri law.

Use of Force: The application of force by an officer against a person, including physical techniques, deployment of less-lethal weapons, or use of deadly force. Routine officer presence and verbal commands, without physical contact or restraint, are not considered a use of force.

Use of Force Report: Written documentation required following specified uses of force, detailing the circumstances, actions taken, justification, and outcomes for supervisory and administrative review.

Vascular Neck Restraint: A technique applied to the sides of the neck that restricts blood flow to the brain by compressing the carotid arteries. Vascular neck restraints are distinct from choke holds and are subject to strict limitations and training requirements under this policy.

Warning Shot: The intentional discharge of a firearm by an officer that is not directed at a specific individual.

### **303.02 USE OF FORCE PRINCIPLES**

Use of Force Principles are the foundational guidelines that govern how officers assess, apply, and evaluate force-related decisions. These principles are intended to guide officer judgment, support lawful and professional conduct, and ensure consistency with Missouri law, CALEA 6th Edition standards, and constitutional requirements. Officers shall apply these principles throughout all encounters where force is considered or used, recognizing that circumstances are dynamic and require continuous assessment.

- D. **Sanctity of Life** – The preservation of human life is the highest priority. Officers shall respect the dignity of all persons and shall use force only when objectively reasonable and necessary to accomplish a lawful law enforcement purpose. This principle applies to members of the public, subjects, suspects, and officers alike, and requires deliberate decision-making consistent with the seriousness of the situation.
- E. **Legality and Justification** – All uses of force must be legally justified under Missouri law, including applicable provisions of RSMo §§563.031, 563.046, and 563.051, and must comply with this policy. Officers must have a reasonable belief that force is necessary to defend against unlawful force, effect a lawful arrest, or protect the officer or others. This policy may impose restrictions that are more stringent than statutory authority, and officers are required to comply with departmental policy at all times.
- F. **Proportionality** – The level of force used must be proportional to the threat, resistance, or aggression encountered. Officers shall select force options that are reasonably related to the subject's actions and the totality of the circumstances, recognizing that force may be escalated or de-escalated as conditions change. (A 4.1.1)
- G. **Necessity** – Force shall only be used when reasonably necessary and when lesser alternatives are ineffective, unsafe, or impractical. Officers shall consider available options, including officer

presence, verbal communication, de-escalation techniques, repositioning, use of cover, and requesting additional resources, when time and safety permit.

- H. **De-Escalation** – When feasible and consistent with officer safety, officers shall use de-escalation strategies to reduce the intensity of an encounter and the need for force. De-escalation may include verbal persuasion, slowing the pace of an encounter, creating distance or time, and utilizing tactical repositioning. De-escalation is not required when it would place the officer or others at risk of harm.
- I. **Accountability** – Officers are responsible for their actions and decision-making related to the use of force. When force is used, officers shall articulate the facts and circumstances that justified their actions, including consideration of these principles. Supervisors and command staff are responsible for reviewing use-of-force incidents to ensure compliance with law and policy, identify training needs, and promote professional accountability.

### 303.03 FORCE OPTIONS

This section identifies authorized force options available to officers of the Neosho Police Department. Force options are not required to be used in any specific order, and the presence of a particular option does not mandate its use. Officers shall select the level and type of force that is objectively reasonable, necessary, and proportional based on the totality of the circumstances, consistent with Section V of this policy.

- A. **Officer Presence and Verbal Commands** – Officer presence and verbal communication are often sufficient to gain voluntary compliance and resolve encounters without the use of physical force. Officers should, when feasible and consistent with safety, provide clear and lawful verbal commands and warnings prior to using force.
- B. **Show of Force** – A show of force may be used to gain compliance or deter resistance without physical contact. Examples include, but are not limited to, pointing a firearm or less-lethal weapon at a subject, displaying a baton in a ready position, activating or displaying a conducted energy device, or displaying oleoresin capsicum (OC) spray. A show of force must be objectively reasonable under the circumstances.
- C. **Physical Force (Weaponless Control Techniques)** – Physical force includes weaponless control techniques used to control, restrain, or overcome resistance. Officers may use appropriate physical force when a subject is actively resisting, attempting to evade lawful detention or arrest, or when necessary to protect the officer or others. Officers shall use only the amount of force reasonably necessary to achieve control and shall discontinue physical force once control is achieved.
- D. **Authorized Less-Lethal Force** – Officers may deploy authorized less-lethal weapons when objectively reasonable to control resistance or aggression, reduce the likelihood of injury, or protect the officer or others. Only weapons and devices approved by the Neosho Police Department and for which the officer has received documented training and demonstrated proficiency may be used. Less-lethal force shall be used in accordance with training, manufacturer guidelines, and this policy, and officers shall consider the potential for unintended injury when deploying such force. (A 4.1.4)
- E. **Deadly Force** (A 4.1.2)
  - 1. Deadly force may be used only when an officer reasonably believes it is necessary to protect the officer or others from an imminent threat of death or serious physical injury, or to prevent the escape of a fleeing subject who poses such a threat. The decision to use deadly force shall be based on the totality of the circumstances, including the subject's actions, capability, opportunity, and intent.
  - 2. Deadly force shall not be used solely to protect property, to effect an arrest for a non-violent offense, or against individuals who pose a threat only to themselves, unless such individuals present an imminent threat of death or serious physical injury to the officer or others.

### 303.04 PROHIBITED CONDUCT

The following actions are prohibited except where explicitly authorized by law and this policy.

- A. **Excessive or Unreasonable Force** – Officers shall not use force that is excessive, unreasonable, or not objectively reasonable under the totality of the circumstances.
- B. **Retaliatory or Punitive Force** – Force shall not be used as punishment, retaliation, or in response to verbal provocation alone.
- C. **Force Against Restrained Persons** – Officers shall not use force against a person who is handcuffed or otherwise restrained unless such force is necessary to prevent imminent harm to the officer, the restrained person, or others, or to stop active resistance that presents a safety risk.
- D. **Warning Shots** – The intentional discharge of a firearm as a warning shot is prohibited under all circumstances. (A 4.1.3)
- E. **Choke Holds** (A 4.1.7)
  - 1. Choke holds are prohibited. Officers shall not apply any technique that restricts a person's airway or windpipe.
  - 2. Choke Holds are not prohibited where deadly force is authorized and such action is objectively reasonable under the circumstances.
- F. **Vascular Neck Restraints** (A 4.1.6)
  - 1. Vascular neck restraints are prohibited except where deadly force is authorized.
  - 2. When deadly force is authorized, officers shall use only techniques for which they have received documented training and shall comply with all reporting and medical aid requirements.
- G. **Use of Force to Protect Property** - Force shall not be used solely to protect property.
- H. **Failure to Discontinue Force** – Officers shall not continue to apply force once compliance is achieved, control is established, or the lawful objective has been met, unless continued force is necessary to address a renewed threat or resistance.
- I. **Unauthorized Weapons or Techniques**
  - 1. Officers shall not use any weapon, device, or technique that is not authorized by the Neosho Police Department or for which the officer has not received documented training and demonstrated proficiency.
  - 2. When deadly force is authorized, officers may use any weapon, device, or technique where such action is objectively reasonable under the circumstances.

### 303.05 ACCOUNTABILITY, DISCONTINUATION OF FORCE, AND DUTY TO INTERVENE

This section establishes the responsibilities of officers and supervisors following any use of force. These requirements are intended to ensure accountability and transparency.

- A. **Discontinuation of Force** – When force is used, it shall be discontinued immediately once compliance is achieved, control is established, or the lawful law enforcement objective has been met. Officers shall continuously evaluate the necessity and effectiveness of force and adjust their actions as circumstances change. Continued or repeated application of force is prohibited unless required to address renewed resistance or an imminent threat.
- B. **Duty to Intervene**

1. Any officer who observes another officer using force that appears excessive, unreasonable, or inconsistent with this policy shall intervene to prevent or stop the use of such force, provided the intervention can be accomplished safely and without compromising the safety of officers or others. Appropriate intervention may include verbal warnings, physical intervention, or summoning supervisory assistance.
  2. This duty applies regardless of the rank, position, or assignment of the officer using force.
- C. **Duty to Report** – Any officer who observes or becomes aware of a use of force that appears excessive, unreasonable, or outside policy shall promptly report the incident to a supervisor, regardless of whether the officer intervened. Failure to intervene or report as required by this policy may result in disciplinary action.
- D. **Supervisory Responsibilities** – Supervisors shall respond to the scene of reported use-of-force incidents when required by policy or when circumstances warrant. Supervisors are responsible for ensuring that:
1. The scene is safe and secure;
  2. Medical aid has been requested or rendered as required;
  3. Involved officers and witnesses are identified;
  4. Required reports are completed accurately and timely; and
  5. Any apparent policy violations are addressed consistent with departmental procedures.

### 303.06 MEDICAL AID (A 4.1.5)

The Neosho Police Department is committed to ensuring that individuals who are injured or in medical distress receive timely and appropriate medical care.

- A. **Rendering and Requesting Medical Aid** – Officers shall promptly request medical assistance and, when trained and safe to do so, render first aid to any person who:
1. Is injured or appears to be injured during or following a use of force;
  2. Complains of injury or requests medical attention;
  3. Is rendered unconscious, semi-conscious, or experiences a loss of responsiveness;
  4. Has been subjected to force reasonably likely to cause injury, including less-lethal force;
  5. Exhibits signs of medical distress or a medical emergency.
- B. **Priority of Care** – Medical aid shall be provided as soon as reasonably practicable after the scene is safe and secure. Officers shall not delay or deny medical care as a means of punishment or to continue an investigation. Officer safety and scene security shall be addressed prior to rendering aid when necessary.
- B. **Transportation and Custody** – When medical treatment is required, officers shall ensure that the individual is transported to an appropriate medical facility by emergency medical services or other authorized means. Individuals receiving medical treatment shall remain in custody when lawful and appropriate, and officers shall maintain responsibility for the individual until properly transferred.
- D. **Documentation** – The provision of medical aid, the request for emergency medical services, and any medical treatment provided or refused shall be documented in the appropriate reports. Officers shall include relevant observations regarding injuries, complaints of pain, or medical distress.

### 303.07 REPORTING REQUIREMENTS

This section establishes reporting requirements for uses of force to ensure accountability, transparency, and compliance with CALEA standards. Accurate and timely reporting is essential for supervisory review, administrative assessment, and organizational learning.

- A. **Reportable Uses of Force**

1. A written Use of Force Report shall be completed whenever an officer uses force beyond officer presence and verbal commands, including but not limited to:
  - a. Any incident in which a firearm is discharged by an officer, other than during training or for recreational purposes; (A 4.2.1a)
  - b. Action that results in, or is alleged to have resulted in, injury or death of another person; (A 4.2.1b)
  - c. Force through the use of lethal or less lethal weapons; (A 4.2.1c)
  - d. *Weaponless physical force at a level as defined by the agency.* (A 4.2.1c)

**B. Officer Responsibilities**

1. The involved officer(s) shall complete all required reports before the end of the shift, unless medically unable to do so or otherwise authorized by a supervisor. Reports shall clearly and accurately articulate:
  - a. The facts and circumstances leading to the use of force;
  - b. The subject's actions and level of resistance or aggression;
  - c. The force options used and the duration of force;
  - d. De-escalation efforts attempted, when applicable;
  - e. Any injuries observed or reported and medical aid provided or requested.

**C. Supervisory Review**

1. A supervisor shall review all Use of Force Reports to ensure completeness, accuracy, and compliance with law and policy. Supervisory review shall include:
  - a. Assessment of objective reasonableness;
  - b. Identification of any policy concerns or training needs;
  - c. Verification that medical aid and notifications were provided as required;
  - d. Documentation of findings and any required follow-up actions.

- D. Administrative Review and Analysis** - Use of force incidents shall be subject to administrative review consistent with departmental procedures. The Department shall conduct periodic analysis of use-of-force reports to identify patterns, trends, equipment issues, or training needs and to promote continuous improvement. (A 4.2.2)

**303.08 SUPERVISORY AND ADMINISTRATIVE REVIEW**

**A. Supervisory Response and Review**

1. Supervisors shall respond to the scene of a reported use-of-force incident when required by policy or when circumstances warrant. Supervisors are responsible for conducting a timely and thorough review that includes:
  - a. Ensuring the scene is safe and secure;
  - b. Confirming that medical aid has been requested or rendered as required;
  - c. Identifying involved officers, subjects, and witnesses;
  - d. Reviewing reports for completeness, accuracy, and objective reasonableness;
  - e. Ensuring required notifications and documentation are completed.
2. Supervisors shall document their findings and identify any apparent policy concerns, training needs, or corrective actions.

- B. Administrative Review** – The Department shall conduct an annual administrative review of Use-of-force incidents. The review may include command staff evaluation to assess policy compliance, identify trends, and determine whether additional action is warranted. This review is administrative in nature and does not preclude separate criminal or internal investigations when required.

- C. Operational Assignment** – Officers involved in serious use-of-force incidents may be temporarily reassigned to non-enforcement duties pending completion of administrative review.

Such reassignment is not disciplinary in nature and shall be handled in accordance with departmental procedures and applicable law. (A 4.2.3)

### 303.09 TRAINING

The Neosho Police Department is committed to ensuring that all sworn personnel are properly trained, qualified, and proficient in the lawful and safe application of force. Training requirements shall comply with Missouri POST standards and CALEA standards related to weapons authorization, proficiency, and use-of-force decision-making.

- A. **Initial and Ongoing Training** – All sworn personnel shall receive initial and periodic training on this Use of Force policy, applicable Missouri law, constitutional standards, and Department-approved tactics. Training shall emphasize decision-making, de-escalation, proportionality, and the application of force under realistic conditions.
- B. **Weapons Authorization and Proficiency** – Officers shall only carry and use firearms, less-lethal weapons, and control devices that are authorized by the Department. Officers must successfully complete required training and demonstrate proficiency prior to carrying or using any authorized weapon. Proficiency with firearms and less-lethal weapons shall be demonstrated at intervals consistent with Department policy and Missouri POST requirements
- C. **Less-Lethal Weapons and Specialized Techniques** – Training for less-lethal weapons and specialized force techniques, including conducted energy devices, chemical agents, impact weapons, and any authorized neck restraint techniques, shall be provided prior to use and refreshed as required. Officers shall not deploy such tools without documented training and authorization.
- D. **Documentation of Training** – All use-of-force and weapons-related training shall be documented and maintained in accordance with Department policy. Training records shall include initial certification, proficiency demonstrations, and refresher training as required.


### 303.10 ANNUAL ANALYSIS

The Neosho Police Department shall conduct an annual analysis of all reported use-of-force incidents. This review is intended to promote accountability, identify trends, assess training and equipment needs, and support continuous organizational improvement.

- A. The analysis shall include, at a minimum:
  - 1. date and time of incidents; (A 4.2.4a)
  - 2. types of encounters resulting in use of force; (A 4.2.4b)
  - 3. trends or patterns related to race, age and gender of subjects involved; (A 4.2.4c)
  - 4. trends or patterns resulting in injury to any person including employees; and (A 4.2.4d)
  - 5. impact of findings on policies, practices, equipment, and training. (A 4.2.4e)
- B. Findings from the annual analysis shall be documented and reported to the Chief of Police or designee. The results of the review may be used to inform training, supervision, policy updates, and other corrective or preventative measures consistent with Department objectives.

**Sample Policy 5: Recruitment and Selection**

**Neosho Police Department**

GENERAL ORDER <b>105.00</b>	SUBJECT <b>RECRUITMENT AND SELECTION</b>	EFFECTIVE DATE
	CALEA STANDARDS <b>Chapter 31</b>	REVIEW DATE
		REVISION DATE <b>DRAFT</b>
	<b>PETER RUSSELL, CHIEF OF POLICE</b>	PAGES

**POLICY**

It is the policy of the Neosho Police Department that it will actively participate in a recruitment program. The department will strive to recruit and hire personnel who represent the demographics of the City of Neosho. Recruitment efforts will primarily focus on the City of Neosho and the County of Newton, Missouri. *(A 31.1.1)*

**105.01 – ASSIGNMENT** *(A 31.1.2)*

- A. Prior to beginning recruitment activities, personnel assigned to Recruitment will receive training in personnel matters, with a focus on equal employment opportunity and key recruitment objectives.
- B. Personnel will also receive training in the following areas:
  - 1. The department’s recruitment needs and commitments;
  - 2. Agency career opportunities, salaries, benefits, and training;
  - 3. Applicable compliance guidelines;
  - 4. The community and its needs, including:
    - a. Demographic data;
    - b. Community organizations;
    - c. Educational institutions;
    - d. Cultural awareness;
    - e. Techniques of informal record-keeping systems for candidate tracking; and
    - f. The selection process utilized by human resources.

**105.02 – RECRUITMENT PLAN**

- A. The department has a recruitment plan for full-time sworn personnel outlining the steps to achieve the goals of an ethnic, racial, and gender workforce that strives to represent the available workforce in the community it serves, to include the following:
  - 1. Statement of objectives; *(A 31.2.1a)*
  - 2. Plan of action designed to achieve those objectives; and *(A 31.2.1b)*
  - 3. The position responsible for plan administration. *(A 31.2.1c)*

- B. The department shall conduct an annual analysis of the recruitment plan that is reviewed by the Chief of Police. The analysis report shall include the following:
1. Progress toward stated objectives; (A 31.2.2a)
  2. Revisions to the plan, as needed; and (A 31.2.2b)
  3. Demographic data of sworn personnel. (A 31.2.1c)

**105.03 – EQUAL EMPLOYMENT OPPORTUNITY PLAN** (A 31.2.3)

- A. The department shall have an equal employment opportunity plan. All individuals shall be given equal opportunity for employment, regardless of race, sex, creed, color, age, religion, national origin, or physical impairment.
1. The equal employment opportunity plan should ensure equal opportunities for employment and employment conditions to ensure a diverse workforce.

**105.04 – JOB ANNOUNCEMENTS**

- A. The department's job announcements and recruitment notices for all personnel shall:
1. Provide a description of the duties, responsibilities, requisite skills, educational level, and other minimum qualifications and requirements;
  2. Advertise entry-level job vacancies through electronic, print, or other sources; (A 31.3.1a)
  3. Advertise the agency as an equal opportunity employer on all employment applications and recruitment advertisements; and (A 31.3.1b)
  4. Advertise official application filing deadlines. (A 31.3.1c)
- B. To support the recruitment goals of the department, recruiters should work in partnership with community organizations, community leaders, civic groups, and faith-based organizations that are in contact with individuals who are likely candidates for recruitment. (A 31.3.2)

**105.04 – SELECTION PROCESS – FULL AND PART-TIME POSITIONS** (A 31.4.1)

- A. The selection process for a sworn police officer: (A 31.4.1)
1. Phase 1 – Application
  2. Phase 2 – Written Examination and Physical Agility Test
  3. Phase 3 – Preliminary Interview
  4. Phase 4 – Oral Board
  5. Phase 5 – Background Investigation
  6. Phase 6 – Polygraph and Psychological Exam
  7. Phase 7 – Medical, Vision & Drug Screening
- B. The selection process for a civilian position: (A 31.4.1)
1. Phase 1 – Human Resources Application
  2. Phase 2 – Preliminary Interview
  3. Phase 3 – Background Investigation
  4. Phase 4 – Polygraph
  5. Phase 5 – Drug Screening
- C. All elements of the selection process for sworn personnel use only those rating criteria or minimum qualifications that are job related. (A 31.4.1)

- D. If positions for part-time or volunteer sworn personnel are available, the selection criteria are identical to those of full-time sworn personnel. (A 31.4.7)
- E. All sworn positions must meet federal and state requirements equivalent to full-time sworn personnel at the time of sworn appointment. This applies to both full-time sworn employees and part-time sworn employees whether paid or unpaid. (A 31.4.8)
- F. All elements of the selection process for all personnel shall be administered, scored, evaluated, and interpreted in a uniform manner within the classification of the position. (A 31.4.3)
- G. At the time of application for all positions, candidates shall be informed in writing of:
  - 1. All elements of the selection process; (A 31.4.4a)
  - 2. The expected duration of the selection process; and (A 31.4.4b)
  - 3. The policy regarding reapplication. (A 31.4.4c)
- H. Recruiters shall maintain contact with applicants for all positions from initial application to final employment disposition. (A 31.3.3)
- I. All candidates not selected for a position shall be notified in writing. (A 31.4.5)

#### **105.05 – RECORDS**

- A. The records of all candidates shall be managed as follows:
  - 1. Records of candidates not selected will be stored in a secure location which may only be accessed by those assigned to Recruitment/Selection. (A 31.4.6a)
  - 2. Selection materials will be stored on a secure drive which may only be accessed by those assigned to Recruitment/Selection. (A 31.4.6b)
  - 3. Background information from selected candidates will be retained for two years and then destroyed. (A 31.4.6c)
  - 4. Medical and psychological fitness examinations will be retained for two years and then destroyed. (A 31.4.6d)

#### **105.06 – SELECTION PRACTICES**

- A. Personnel who conduct background investigations shall receive training in collecting the required information. (A 31.5.2)
- B. A background investigation of each candidate for all positions will be conducted prior to appointment and includes:
  - 1. Verification of qualifying credentials; (A 31.5.1a)
  - 2. Criminal history report; (A 31.5.1b)
  - 3. Verification of personal and professional references; (A 31.5.1c)
  - 4. Education verification; (A 31.5.1d)
  - 5. Employment history; and (A 31.5.1e)
  - 6. A review of relevant national or state decertification resources if available. (A 31.5.1f)
- C. Polygraph Examinations
  - 1. Prior to a polygraph examination, candidates shall be provided with a list of areas from which questions will be drawn. (A 31.5.3)

2. Polygraph examinations and the evaluation of results must be conducted by certified polygraph examiners. (A 31.5.4)
  3. Results of polygraph examinations shall not be the single determinant of employment status. (A 31.5.5)
- D. A job-related medical examination shall be conducted prior to appointment for a sworn position. (A 31.5.6)
- E. An emotional stability and psychological fitness examination of each candidate for a sworn position shall be conducted and assessed by a qualified professional prior to appointment. (A 31.5.7)

## 8. Project Plan

The following project plan outlines the timeline from contract award through project completion. Total estimated project duration: 6-8 months.

### Phase 1: Project Initiation (Weeks 1-2)

- Contract execution and project kickoff meeting
- Establish communication protocols and meeting schedule
- Document collection request issued to NPD
- Secure file sharing system established

### Phase 2: Discovery & Gap Analysis (Weeks 3-6)

- Receive and catalog all existing directives, forms, and procedures
- Conduct stakeholder interviews with command staff and supervisors
- Complete CALEA standards comparison
- Missouri law compliance review
- Draft and present Gap Analysis Report

**Deliverable: Gap Analysis Report (Week 6)**

### Phase 3: Policy Development (Weeks 7-18)

- Develop policy manual outline and structure
- Draft policies in priority order based on gap analysis
- Develop associated forms and checklists
- NPD review cycles (2 review periods included)
- Incorporate agency-specific customizations
- Create CALEA proofs matrix

**Deliverable: Draft Policy Manual, Forms Package, Proofs Matrix (Week 18)**

### Phase 4: Finalization & Technology Setup (Weeks 19-22)

- Final policy revisions based on NPD feedback
- Legal review coordination if requested
- Policy/training platform (e.g. PowerDMS) configuration and policy upload
- Knowledge check development

**Deliverable: Final Policy Manual, Technology Platform Configured (Week 22)**

### Phase 5: Training & Implementation (Weeks 23-28)

- Command staff training (8 hours)
- Supervisor training (16 hours)
- All-staff training (8 hours)
- Internal Affairs investigator training (8 hours)
- Professional Standards Officer training (16 hours)

**Deliverable: Implementation and Training Plan, Governance Charter (Week 26)**

**Phase 6: Post-Training Support (Weeks 29-52)**

- 6 months of post-training support
- Email, phone, and video conference availability
- Minor policy clarifications and adjustments
- Project closeout meeting

## 9. Technology Solution

### Recommend/Implement Platform:

Del Carmen Consulting LLC will recommend a platform (e.g. PowerDMS) which provides policy management, delivery, and training for the Neosho Police Department. Del Carmen Consulting will consider the industry-leading platforms (such as PowerDMS) for law enforcement policy management which is specifically designed to support CALEA accreditation. It should be stated that PowerDMS is the primary platform used for CALEA accreditation and will most likely be the best program for the Neosho Police Department.

### Key Features Considered, but not limited to:

- Cloud-Based: Accessible from any device with internet connectivity
- Mobile Access: Native mobile apps for iOS and Android devices
- Audit Trails: Complete documentation of policy acknowledgments, revisions, and access
- Knowledge Testing: Built-in quiz and assessment functionality to verify policy comprehension
- Accreditation Support: Direct integration with CALEA standards tracking
- Training Management: Learning management system for online training delivery

### Implementation Support

Del Carmen Consulting LLC will provide the following technology implementation support:

- Platform configuration and initial setup
- Policy upload and formatting
- User account creation and permissions setup
- Administrator training
- Knowledge check development for key policies
- CALEA proofs matrix integration

### Cost Note

Policy platforms, such as PowerDMS, subscription costs are billed directly by the provider and are separate from Del Carmen Consulting LLC's professional services fees. Estimated average annual costs for an agency of 25 personnel: \$3,500-\$5,500/year depending on selected features.

## 10. Cost Proposal

Del Carmen Consulting LLC proposes the following fixed-fee pricing structure for the Police Policy Modernization and CALEA-Aligned Directive System project:

<b>Cost Category</b>	<b>Description of Services</b>	<b>Cost</b>
<b>Executive Project Leadership &amp; Policy Governance</b>	Overall project management; executive coordination; policy governance framework; final review and approval of all deliverables	<b>\$27,000</b>
<b>Legal Review, Due Process &amp; Risk Mitigation</b>	JD-led review for Missouri statutory compliance; Police Officer Bill of Rights; internal affairs procedures; disciplinary due process; Garrity protections; Sunshine Law considerations	<b>\$15,000</b>
<b>Discovery, Gap Analysis &amp; Policy Architecture</b>	Review of existing directives; CALEA and Missouri law gap analysis; command-level interviews; operational assessment; written Gap Analysis Report	<b>\$22,000</b>
<b>Policy Development &amp; Harmonization</b>	Drafting of original, agency-specific written directives; integration of operational, administrative, legal, and accreditation requirements; development of standardized forms	<b>\$30,000</b>
<b>Accreditation Enablement &amp; Proofs Matrix</b>	CALEA alignment; proofs matrix development; accreditation readiness guidance; Professional Standards governance framework	<b>\$9,500</b>
<b>Training, Implementation &amp; Change Management</b>	Command staff training; supervisor training; department-wide policy orientation; internal affairs and professional standards training; six months post-training support	<b>\$7,000</b>
<b>Administrative &amp; Travel Costs</b>	Project administration and coordination; airfare, lodging, and ground transportation for four planned site visits	<b>\$4,500</b>
<b>Total Fixed Contract Amount</b>	All services, labor, administration, and planned travel	<b>\$115,000</b>

### Payment Schedule

- 25% upon contract execution (\$28,750)
- 25% upon delivery of Gap Analysis Report (\$28,750)
- 25% upon delivery of Final Policy Manual (\$28,750)
- 25% upon completion of training (\$28,750)

## **Cost Reasonableness and Fiscal Controls Statement**

The total fixed contract amount of \$115,000 represents a not-to-exceed, all-inclusive fee for completion of the Police Policy Modernization & CALEA-Aligned Directive System project. This amount includes all professional services, legal review, accreditation expertise, administrative overhead, and planned travel necessary to meet the requirements of RFP No. 2025-01-PD.

The proposed fee structure reflects:

The involvement of three Ph.D.-level criminal justice experts,  
A Juris Doctor (JD) providing formal legal and due-process review, and  
A Master's-level CALEA accreditation specialist (MCJ) responsible for accreditation alignment and sustainability.

All costs are presented as fixed, lump-sum amounts to provide budget certainty and to eliminate the risk of cost overruns. No hourly billing, contingency fees, pass-through charges, or change orders are anticipated for the scope of work described in this proposal.

### **Administrative and Travel Controls**

Administrative and travel costs are fully capped and included within the total contract amount. Planned travel consists of three to four structured site visits aligned with project milestones:

- Project initiation and discovery
- Training and implementation visit #1
- Training and implementation visit #2 (If needed)
- Project close-out and final review

No additional reimbursement for travel, lodging, or related expenses will be requested unless the City of Neosho authorizes work outside the agreed scope.

#### **Ownership and Value Assurance**

Upon completion of the project and final payment, all policies, procedures, forms, and work products become the sole property of the City of Neosho Police Department, with no licensing restrictions or recurring fees. This ensures long-term fiscal value and operational independence for the City.

## 11. Optional Maintenance Program

Del Carmen Consulting LLC offers an optional annual maintenance program to support the Neosho Police Department's ongoing policy sustainability needs. This program is designed to ensure policies remain current with changing laws, best practices, and accreditation requirements.

### Annual Maintenance Services Include:

- Annual Policy Review: Comprehensive review of all policies for currency and compliance
- Legislative Updates: Analysis of new Missouri legislation and recommended policy amendments
- CALEA Standards Updates: Review of any changes to CALEA standards with policy adjustments
- Best Practices Review: Assessment of emerging best practices and industry trends
- Up to 10 Policy Revisions: Drafting of revised policies as needed
- Quarterly Check-In Calls: Scheduled consultation calls with Professional Standards Officer
- Email/Phone Support: Ongoing access to consultant for policy questions

### Annual Maintenance Program Cost

#### Annual Fee: \$18,000/year

The annual maintenance program represents approximately 16% of the initial project cost, reflecting the expanded scope of legislative monitoring, CALEA updates, and accreditation sustainability support.

### Multi-Year Discount

- 3-year commitment: \$16,200/year (10% discount)
- 5-year commitment: \$14,400/year (20% discount)

## Conclusion

Del Carmen Consulting LLC is honored to submit this proposal to the Neosho Police Department. We believe our extensive experience in police policy development, CALEA accreditation preparation, Missouri law enforcement consulting, and commitment to building sustainable systems makes us the ideal partner for this important initiative.

Under Chief Russell's new leadership, the Neosho Police Department has an exciting opportunity to modernize its policies, enhance professionalism, and build a foundation for accreditation and continued excellence. We are committed to delivering customized, practical solutions that honor Neosho's community values while meeting the highest professional standards.

We look forward to the opportunity to discuss our proposal in greater detail and answer any questions you may have.

Respectfully submitted,

**Dr. Alex del Carmen**

Principal Consultant & Owner

Del Carmen Consulting LLC

# POLICE POLICY MODERNIZATION

&

# CALEA ALIGNED DIRECTIVE SYSTEM

**Response to RFP #. 2025-01-PD**

City of Neosho Police Department

## PRIME CONTRACTOR

**Leadership Management International (LMI) LLC**

Contact Person: Faswilla Sampson  
Telephone Number: (703) 371-4233  
Address: 2414 Battery Hill Cir Woodbridge, VA 22191  
Email Address: [admin@lmileadership.com](mailto:admin@lmileadership.com)

*Organizational Development & Leadership Training*



## SUBCONTRACTORS

**ALD & Associates LLC**

*Service-Disabled Veteran-Owned Small Business (SDVOSB)*

*Law Enforcement Expertise & Human Capital Consulting*



**McLean Risk Management Consulting LLC**

*Policy Governance & Compliance Alignment*



**Submission Date: January 5, 2026**

January 5, 2026

Chief Peter D. Russell  
Neosho Police Department  
201 North College Street  
Neosho, MO 64850

**Re: RFP No. 2025-01-PD – Police Policy Modernization & CALEA Aligned Directive System**

Dear Chief Russell:

LMI LLC is pleased to submit this proposal in response to RFP No. 2025-01-PD. We understand that the Neosho Police Department seeks to modernize policy directives, build accreditation readiness, and create sustainable internal capacity—ensuring that Neosho policing remains Neosho.

Our team brings the integrated expertise you need: organizational development (LMI LLC), law enforcement operational credibility (ALD & Associates LLC), and policy governance specialization (McLean Risk Management Consulting LLC). This proposal reflects our understanding of your requirements and our commitment to delivering measurable results.

This submission includes all materials required under RFP Section C: team qualifications, comprehensive scope response, five sample policies with CALEA proofs matrix (Appendices A-F), project plan, technology recommendations, cost proposal, and optional maintenance program.

LMI LLC serves as prime contractor. All contract terms, communications, and deliverables flow through our organization. We are authorized to contractually bind our firm and our subcontractors to the terms outlined in this proposal.

This proposal remains valid for 180 days from the submission deadline or until contract execution, whichever occurs later. We are prepared to begin work immediately upon contract award.

Respectfully submitted,



Faswillla Sampson

Managing Partner, LMI LLC

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# 1. VENDOR PROFILE

## Meet the Team

### LMI LLC (Prime Contractor)

Faswilla Sampson and Michael Sampson are co-Managing Partners of LMI LLC, a leadership development and organizational transformation firm established in 2018 and headquartered in Woodbridge, VA, operating under the Leadership Management International Partner-Franchise system. Together, they bring nearly 50 years of combined experience helping government agencies, nonprofits, and private sector organizations translate strategic vision into measurable operational results.

Through LMI LLC, Faswilla and Michael deliver the flagship Effective Leadership Development (ELD) program, Big 5 and Organizational Needs Inventory (ONI) assessment—proven tools that drive culture change and leadership capability across organizations of all types. Their firm's training programs have been ranked #1 in North America by Entrepreneur Magazine for five consecutive years (2020–2025), reflecting a commitment to measurable performance improvement rather than isolated learning events.

Faswilla's background as a former Chief Operating Officer and nearly two decades leading nonprofit workforce planning, coalition building, and change management initiatives grounds her expertise in organizational assessment and performance management systems. Michael's career spans 30 years of leadership across U.S. Foreign Service, Fortune 500 business development, and organizational development consulting, bringing strategic execution and leadership coaching to complex, growing environments.

Faswilla holds a BA from University of Mary Washington and a master's degree in International Administration from Central Michigan University. Michael holds a BA in International Studies from the School for International Training and an MBA from the Thunderbird School of Global Management at Arizona State University. Both Faswilla and Michael are certified executive coaches and authors, recognized for delivering practical, results-driven programs that help leaders and teams perform at higher levels while adapting to evolving operational demands.

- Litigation History: None

- Similar Project:

Client: U.S. Agency for International Development (USAID), Regional Executive Office

Period of Performance: 2019-2021

Project Scope: Leadership development, operational process improvement, and technology platform implementation to address execution gaps between policy and practice.

### ALD & Associates LLC (Law Enforcement Expertise & Human Capital Consulting)

Alfranda "Al" Durr is the Founder and Chief Executive Officer of ALD & Associates LLC, a minority and veteran-owned leadership development and human capital consultancy established in 2019 and headquartered in Manassas Park, Virginia. The firm operates with a four-member core team and a network of strategic partners. Al brings more than 20 years of experience supporting law enforcement and public safety agencies through the design, development, and delivery of training that enhances leadership effectiveness, performance, and organizational culture.

Through ALD & Associates, Al has partnered with federal, state, and local public safety organizations to deliver training that resonates with sworn and civilian personnel. His work focuses on leadership development, organizational change, civility and workplace culture, policy implementation, and community engagement, ensuring alignment with agency

missions and applicable national, state, and local standards. His facilitation style emphasizes psychologically safe learning environments that build trust, accountability, and measurable improvement.

Al holds a Bachelor of Science in Psychology and a Master of Business Administration in Organizational Change. He is certified in multiple assessment and facilitation tools and is recognized for delivering practical, results-driven training that strengthens public safety organizations and the communities they serve.

Lieutenant Colonel (Ret.) Lenmuel Terry brings more than four decades of distinguished service and leadership across all facets of law enforcement. He began his career in 1976 as a Virginia State Police Trooper, serving patrol assignments in Caroline County, Chesapeake, and Fredericksburg. Over the course of his career, Lt. Col. Terry advanced through the ranks, earning a reputation for operational excellence, integrity, and strategic leadership.

In 2001, he transferred to the Richmond Field Division Headquarters and was appointed Division Commander. He later served as a Captain overseeing both the Professional Standards Unit and the Virginia State Police Academy, where he played a key role in shaping policy, training, and organizational accountability. From 2018 until his retirement, Lt. Col. Terry served as Director of the Office of Performance Management and Internal Controls, overseeing statewide field operations. He was promoted to Lieutenant Colonel in 2018.

Lt. Col. (Ret.) Terry holds a Bachelor of Arts in Sociology from Mary Washington College and a Master of Arts in Criminal Justice from Virginia Commonwealth University. He is a graduate of the Professional Leadership School at the University of Richmond and the Administrative Officers Management Program at North Carolina State University and VCU's Public Safety Institute, where he served as class president.

Today, Lt. Col. (Ret.) Terry serves as a Strategic Advisor and Law Enforcement Subject Matter Expert, providing trusted guidance in policy development, leadership, training, and organizational effectiveness for public safety agencies.

- Litigation History: None
- Similar Project:

Client: Virginia State Police

Period of Performance: 2021-2022

Project Scope: ALD & Associates LLC served as a subcontractor supporting the Virginia State Police in the statewide delivery of the Building Unity in the Workplace training program. Team ALD provided master trainers, certified facilitators, and project management support to execute department-wide training across all eight Virginia State Police divisions. The training emphasized professional conduct, collaboration, respect, and organizational unity within a law enforcement environment.

Client: Washington State Department of Corrections – Community Corrections Division

Period of Performance: 2022-2024

Project Scope: Provided Learning Management System (LMS) training programs to support the Community Corrections Academy's mental health training infrastructure and delivery requirements. Additionally, ALD developed specialized sex offender management training modules for community corrections officers and court personnel to ensure compliance with applicable state and federal guidelines, policies, and best practices. All training solutions were tailored to the operational realities of community corrections and aligned with WA DOC policies, legal requirements, and professional standards.

Client: Waldorf Volunteer Fire Department

Period of Performance: 2023-Present (on retainer)

Project Scope: Provided comprehensive, department-wide training and advisory services to the Waldorf Volunteer Fire Department, focusing on Equal Employment Opportunity (EEO), professional conduct, and

organizational accountability. ALD led meetings with community partners. These meetings addressed concerns about personnel actions, hiring, and recruitment. In addition, the firm provided strategic guidance to the Fire Chief and advisory support to the department's governing board, working in coordination with the department's legal counsel on appropriate personnel actions. All deliverables and recommendations followed relevant laws, regulations, and policies.

Client: District of Columbia Fire and Emergency Medical Services (DC Fire & EMS)

Period of Performance: 2021 – Present

Project Scope: Provided ongoing, enterprise-wide training design, development, and delivery services. Training topics included Leading with Awareness, Conflict Resolution, Communicating Across Cultures, Suitability Board Training, and Team Building. All courses were tailored to the operational realities, rank structures, and professional standards of a fire and EMS environment. The engagement supports workforce development and leadership effectiveness across a complex public safety organization serving more than 1,600 personnel.

### **McLean Risk Management Consulting LLC (Policy Governance & Compliance Alignment)**

Shawn McLean is the sole Principal and Owner of McLean Risk Management Consulting, a SWaM-certified consulting firm specializing in enterprise risk management, policy governance, and regulatory compliance. Established in 2025 headquartered in Midlothian, Virginia. McLean Risk applies financial services governance expertise to help public- and private-sector clients design defensible policy frameworks, improve documentation maturity, and strengthen operational resilience. Shawn brings more than 20 years of experience in compliance implementation, policy change management, and examination readiness across highly regulated environments.

Most recently, Shawn served as Vice President and Lead Business Accountability Specialist at Wells Fargo, where he led the Policy Change Management program for Branch Banking. In this role, he oversaw regulatory change implementation, policy governance workflows, and examination readiness in partnership with Legal, Compliance, and Risk. His work included leading enterprise remediation initiatives in response to regulatory consent orders, managing digital compliance implementations, and delivering large-scale training to ensure policy adoption and accountability.

Shawn attended New Jersey Institute of Technology, where he majored in Industrial Engineering, and is Six Sigma Green Belt certified. He is recognized for translating complex regulatory requirements into practical, enforceable policies that organizations can operationalize and sustain.

- Litigation History: None

- Similar Project:

Organization: Wells Fargo Bank

Period of Performance: 2021-2025

Project Scope: Led enterprise-wide Policy Change Management program for Branch Banking operations supporting over 40,000 employees across 4,000+ branches nationwide.

## 2. TEAM & VENDOR QUALIFICATIONS

**Value Proposition:** Integrated law enforcement operations expertise (ALD), proven organizational development & leadership training methodology (LMI), and policy governance specialists (McLean Risk) delivering Missouri-specific, Neosho-centered modernization.

### Integrated Team Approach to RFP Requirements

The Neosho Police Department's requirements demand expertise across policy compliance, law enforcement operations, and organizational transformation. Our team structure ensures each requirement area is addressed through coordinated delivery: McLean Risk provides compliance frameworks and policy governance, ALD brings law enforcement operational expertise and training delivery, and LMI delivers leadership development and change management. While individual team members bring specialized capabilities to specific requirement areas, the integrated approach ensures comprehensive coverage of all RFP qualifications through collaborative execution aligned with NPD's operational needs and community values.

### CALEA-Aligned Policy Writing & Accreditation Readiness

McLean Risk Management brings regulatory compliance and policy governance expertise developed through Enterprise Risk Management consulting for public sector clients. While McLean Risk's primary background is in federal compliance frameworks and drafting regulatory-grade policies in banking, this experience directly translates to law enforcement policy modernization—both CALEA-aligned frameworks and regulated-banking policies share the same governance foundations: authority definition, due process, documentation standards, oversight mechanisms, and auditability.

To ensure all policy development meets CALEA accreditation standards, ALD & Associates has engaged Lt. Col. (Ret.) Terry, Virginia State Police, as advisory consultant to the team. Lt. Col. (Ret.) Terry brings nearly 50 years of law enforcement experience with the Virginia State Police, a CALEA-accredited agency, including direct leadership of VSP's Professional Standards Unit—the division responsible for policy governance and accreditation compliance. McLean Risk will work in close consultation with Lt. Col. (Ret.) Terry throughout policy development to ensure all directives meet or exceed accreditation standards. The proposed MediaWiki platform supports the documentation and proof requirements essential to accreditation processes

### Missouri Law-Enforcement Consulting & Operational Expertise

ALD & Associates provides the law enforcement operational credibility essential to policy modernization that works in practice, not just on paper. While ALD's direct client experience spans multiple states (Washington Dept. of Corrections, Virginia State Police, DC Fire & EMS, National Institute of Corrections), the firm's human capital methodology adapts to jurisdictional requirements including Missouri POST standards, the Missouri Police Officer Bill of Rights, and state-specific use-of-force statutes.

ALD has engaged Lt. Col. (Ret.) Terry, Virginia State Police, as advisory consultant providing direct insight into the gap between written directives and field practice—the operational realities that determine whether policies function effectively or sit unused. His experience translates across state lines while McLean Risk provides Missouri-specific statutory and case law compliance verification throughout policy development.

### Policy Management Platform Integration (PowerDMS Equivalent)

McLean Risk's technology solution centers on MediaWiki implementation—an open-source, cloud-based platform that is right-sized for Neosho Police Department's current needs while functionally addressing the policy management, version control, and accessibility requirements. While McLean Risk has not implemented PowerDMS specifically, the firm's

Enterprise Risk Management practice includes document management system deployment, user training, and governance framework integration. MediaWiki offers comparable capabilities (centralized access, role-based permissions, version control, audit history, structured policy organization, mobile access) without imposing recurring software costs or vendor lock-in, allowing the Department to maintain full ownership and flexibility as policies evolve. McLean Risk will provide full-service implementation including configuration, migration, and administrator training for NPD's IT staff (or designated personnel) who will own and operate the platform following deployment. This knowledge transfer ensures the Department maintains independent platform administration capability, with the future Professional Standards Officer role managing policy content while technical administration remains with NPD IT. This approach delivers a fiscally responsible solution today while preserving the option to migrate to PowerDMS or similar systems in the future should the Department's operational needs expand.

## Relevant Experience Demonstrating Capability

### ALD & Associates LLC

ALD supported the Virginia State Police by delivering the Building Unity in the Workplace training across all eight VSP divisions. ALD provided master trainers, certified facilitators, and project management support, delivering 43 full-day sessions to sworn officers, dispatchers, and civilian personnel. More than 1,000 participants were trained as part of a broader effort to reach the full VSP workforce. The project was delivered on schedule and within budget, achieving exceptionally high participant satisfaction. Course evaluations consistently reflected strong engagement, relevance, and effectiveness, with ALD facilitators receiving the highest ratings among the instructional team and earning the trust and high regard of VSP leadership and participants alike.

### LMI LLC

LMI supported USAID's Regional Executive Office in addressing operational execution challenges including work falling through cracks, unclear accountability, reactive problem-solving, and gaps between written policy and actual practice. Despite having capable staff and clear policies, the office was experiencing low morale, customer complaints, and lack of operational responsiveness. LMI delivered integrated leadership development (Effective Personal Productivity and Effective Personal Leadership programs), operational process improvements, and ServiceNow platform implementation for work request management and performance tracking.

Results were measurable and sustained: customer satisfaction ratings were 94% for "Very Good/Excellent" service, first-contact resolution reached 95%, and the initiative generated \$143,643 in operational savings. The success of the pilot led to global ServiceNow rollout across all 60+ USAID missions worldwide, modernizing service delivery and operational management for an estimated 8,000–10,000 staff. Michael Sampson served as technical subject-matter expert throughout the global implementation and received a USAID Special Act Award recognizing his contributions to advancing operational excellence and collaboration across the Agency. The project demonstrated LMI's capability to deliver leadership development and process improvement that translates into measurable organizational performance improvements.

## 3. REFERENCES

### Reference 1: Washington State Department of Corrections

- Contact: Dr. Donta Harper, Regional Administrator, [dsharper@doc.wa.gov](mailto:dsharper@doc.wa.gov)/(206) 255-0311
- Project: LMS Training Development, Trauma-Informed Practice, & Specialized Corrections Training
- Vendor: ALD & Associates LLC

### Reference 2: Waldorf Volunteer Fire Department

- Contact: Captain Matt Gould, Insurance Compliance, [insurance@waldorfvfd.com](mailto:insurance@waldorfvfd.com)/(301) 399-8007
- Project: Department-Wide Equal Employment Opportunity (EEO) & Professional Conduct Training
- Vendor: ALD & Associates LLC

### Reference 3: Virginia State Police

- Contact: Captain Clifford F. Kincaid, Contract Captain, [clifford.kincaid@vsp.virginia.gov](mailto:clifford.kincaid@vsp.virginia.gov)/804-674-2040
- Project: Building Unity in the Workplace – Statewide Training Delivery
- Vendor: ALD & Associates LLC

### Reference 4: District of Columbia Fire and Emergency Medical Services (DC Fire & EMS)

- Contact: Kenneth Hunter, [kenneth.hunter@dc.gov](mailto:kenneth.hunter@dc.gov)/202-715-7594
- Project: Enterprise-Wide Leadership, Civility, and Workforce Development Training
- Vendor: ALD & Associates LLC

### Reference 5: U.S. Agency for International Development (USAID)

- Contact: Christopher Gomes, Executive Officer, [r.christopher.gomes@gmail.com](mailto:r.christopher.gomes@gmail.com)
- Project: Regional Executive Office Leadership Development
- Vendor: LMI LLC

## 4. CONFLICTS OF INTEREST

LMI LLC, ALD & Associates LLC, and McLean Risk Management Consulting LLC certify that no conflicts of interest exist that would impair our ability to perform the work specified in RFP 2025-01-PD.

- No team member has existing contractual relationships with the City of Neosho or Neosho Police Department
- No team member has financial interests that would compromise objectivity
- All team members agree to full disclosure of any potential conflicts that may arise during contract performance

## 5. DETAILED EXPLANATION OF PROPOSED SERVICES

**Approach:** Integrated 6-phase methodology addressing all RFP Section II requirements: Discovery, Policy Development, Accreditation Enablement, Technology Delivery, Training/Change Management, Maintenance/Updates, Confidentiality/Security, and Risk Mitigation.

### A. Discovery & Gap Analysis (RFP Section II.B.1)

Comprehensive assessment identifying policy gaps, inconsistencies across 3 manuals + ~20 loose policies, and accreditation readiness deficiencies. Blended qualitative and quantitative approach ensures a comprehensive, data-driven understanding of organizational culture, operational priorities, and readiness for sustainable policy implementation.

#### **Deliverables:**

- Gap Analysis Report (McLean Risk): Policy-by-policy evaluation of existing directives against Missouri POST standards, CALEA accreditation requirements, and contemporary best practices. Identifies compliance gaps, internal inconsistencies, and policy voids requiring modernization.
- Cultural Readiness Assessment (ALD): In-person listening sessions with sworn and civilian personnel over a one- to two-day period assessing receptivity to change, current accountability culture, and barriers to policy adoption. Identifies Neosho-specific practices that should be preserved in an updated framework. Findings integrated with Gap Analysis and ONI results.
- Organizational Needs Inventory-ONI (LMI): Confidential survey administered to all personnel measuring organizational structure, leadership effectiveness, and workplace culture (current state vs. ideal). Provides Executive Summary, Factor Scores, and Item Scores. Establishes a baseline for measuring improvement and informs ELD curriculum customization. (see Appendix G for ONI sample report)

### B. Policy Development & Harmonization (RFP Section II.B.2)

McLean Risk-led systematic policy rewrite producing unified, Neosho-specific directive manual addressing all RFP-identified priority areas. All policies will be customized to reflect Missouri statutes, Missouri POST requirements, City of Neosho ordinances, and NPD's operational structure.

#### **Methodology:**

- Phased Development: High-priority/High-liability policies first (use of force, constitutional policing, internal affairs), followed by administrative/procedural directives
- Policy Review Committees: 3-5 NPD personnel per topic area, rotating participation ensuring agency-wide ownership
- Integration with ELD: Policy updates become leadership development goals, creating sustainable accountability
- Quality Assurance: McLean Risk operational/CALEA review (in consultation with Lt. Col. (Ret.) Terry, VSP), Legal review checkpoints, City Management/HR coordination, City Council flexibility

#### **Key Policy Areas Addressed (RFP examples):**

- Recruitment/Hiring (prioritizing Neosho/Newton County candidates), Take-Home Vehicle, Career Development, Performance Evaluations, Officer Health & Wellness, Use of Force (de-escalation, force continuum, Taser/C/less-lethal, firearms, chokeholds, positional asphyxia), Code of Conduct (duty to intervene/report),

Disciplinary System (Missouri Police Officer Bill of Rights compliant), Internal Affairs (investigation protocols, Garrity warnings, auditing), Searches, Body-Worn Cameras (victim privacy), Drone Operations (FAA compliant)

**Deliverables:**

- Comprehensive Policy Manual: Unified directive system replacing 3 manuals + loose policies
- All Required Forms: Internal affairs, evaluations, disciplinary action, hiring/selection
- Professional Standards Officer Position Description: Developed by LMI in collaboration with McLean Risk to ensure alignment with Big 5 competency framework and policy governance requirements

**C. Accreditation Enablement (RFP Section II.B.3)**

Policies constructed to support Missouri accreditation or CALEA standards, with proofs matrix cross-referencing policy sections to accreditation standards (see Appendix F for sample).

**Deliverables:**

- Proofs Matrix: Policy-to-standard cross-reference for chosen accreditation pathway
- Governance Charter: Annual policy review workflow, PSO role in accreditation maintenance

**D. Technology & Delivery (RFP Section II.B.4)**

McLean Risk provides full-service MediaWiki platform implementation for sustainable policy management, avoiding long-term vendor lock-in (see Section 7: Proposed Technology Solution for details).

**E. Training & Change Management (RFP Section II.B.5)**

To achieve the objectives of this modernization project and ensure durable results, we recommend implementing a focused performance management system (ELD) that embeds accountability, continuous improvement, and long-term sustainability. This modernization effort will be supported by a multi-layered training strategy tailored to law enforcement. The approach focuses on improving leadership effectiveness, supervisory consistency, and operational decision-making—ensuring training translates into safer practices, stronger accountability, and measurable improvements in performance.

**Performance Management System/Training (LMI ELD 10-Week Program):**

- Audience: Senior management (Executive + Command Staff)
- Delivery: 100% remote (LMS + live video conferencing)
- Focus: This integrated approach ensures that training investments result in measurable operational improvements, rather than isolated learning events, by institutionalizing accountability, reinforcement, and continuous improvement. (see Appendix H for ELD program outline)
- Standing Office Hours: Weekly drop-in sessions for performance management coaching, implementation troubleshooting

**Document Management System (DMS) Deployment/Training (McLean Risk):**

- Audience: All personnel
- Focus: Supervisory understanding, governance responsibilities, proper application of directives
- Delivery: Training would include curated materials tailored to Neosho PD and 30-60 minute live sessions within 90 days following policy delivery

### **Post-Training Support (6 Months - Administered by ALD):**

- Virtual Advisory : On-demand support for policy interpretation, accreditation readiness, policing strategy guidance (in consultation with Lt. Col. (Ret.) Terry, VSP)
- Professional development for ongoing training such as: Leading with Legitimacy in Neosho Trust, Fairness, and Professional Policing, Strengthening Culture and Accountability Preparing Neosho PD for Sustainable Change, Community Engagement as a Daily Practice in Neosho Policing (see Section 9: Optional Maintenance Program for details)

### **F. Maintenance & Updates (RFP Section II.B.6)**

Optional annual maintenance ensures policy currency with evolving legal standards, accreditation requirements, and operational needs.

### **G. Confidentiality & Security (RFP Section II.B.7)**

All policies, forms, and deliverables remain confidential. No unauthorized third-party release without Neosho PD prior written consent. Full ownership transfers to the City of Neosho upon project completion.

### **H. Risk Mitigation (RFP Section II.B.8)**

Contingency plan for delays for any deliverables or compliance issues.

- Policy Development Delays: Phased delivery allows high-priority policies implemented while remaining sections finalized
- Training Scheduling Conflicts: All live sessions recorded for asynchronous access
- Technology Platform Issues: Open-source Media Wiki reduces vendor dependency risk
- Compliance Gaps: Legal review checkpoints throughout policy development preventing last-minute rework

## 6. PROJECT PLAN

**Timeline:** Phased approach from Contract Award through 90-day staff training completion + 6-month post-training support. Quality and adoption prioritized over speed.

This section presents our comprehensive project management approach, including timeline, milestones, critical path dependencies, and agency staffing requirements.

### Project Management Plan

*Timeline: 9 Months Core Project (~Feb 2026 - Oct 2026) + 6 Months Post-Training Support*

### Key Milestones & Deliverables Summary

Phase	Timeline	Lead	Key Deliverables
<b>Phase 1: Discovery &amp; Assessment</b>	Weeks 1-3	All Teams	Gap Analysis Report, Cultural Readiness and ONI Results
<b>Phase 2: Performance Management System/Training</b>	Weeks 4-13	LMI	ELD Completion & Certification, Org KPI Dashboard, LE KPI Dashboard, Office Hours
<b>Phase 3: Policy Development</b>	Weeks 8-28	McLean Risk	Complete Policy Manual, Forms Package, PSO Position Description, Proofs Matrix, Advisory consultant review
<b>Phase 4: Technology Implementation</b>	Weeks 10-16	McLean Risk	MediaWiki Platform Live, All Policies Migrated
<b>Phase 5: Document Management System (DMS) Deployment/Training</b>	Weeks 29-37	McLean Risk	Training guide + 30-60 minute live or pre-recorded sessions
<b>Phase 6: Post-Training Support</b>	Weeks 38-63	ALD	6-month Advisory support and, Professional Development as requested

### Key Dependencies

- Policy Development must complete before Technology Implementation (policies must exist to migrate)
- Technology Implementation must complete before Document Management System (DMS) Deployment/Training (staff need platform access)
- Performance Management System/Training completion recommended before Policy Review Committees (trained leadership provides better feedback)
- Legal Review (Week 24-26) is gating item for Training Phase - no training until legal approval

## Agency Staffing Requirements by Phase

Phase	NPD Staff Commitment
<b>Phase 1: Discovery</b>	Listening sessions 3-5 ppl+ Interviews (30 min) with senior personnel; 2 hours over 1-2 days ONI: All personnel
<b>Phase 2: Performance Management System/Training</b>	Senior management: 10 weeks ELD program (±4.5 hours/week) + Voluntary participation in office hours
<b>Phase 3: Policy Development</b>	Policy Review Committees: 3-5 personnel per topic, 2-4 hours/topic spread across ~5 months
<b>Phase 4: Technology Implementation</b>	10-15 hours system setup across 3-5 days with IT or designated personnel done in batches
<b>Phase 5: Document Management System (DMS) Deployment/Training</b>	Training guide (all personnel) + 30-60 minute live or pre-recorded sessions within 90 days following policy delivery
<b>Phase 6: Post-Training Support</b>	Voluntary participation in office hours; Professional Development as requested

## 7. PROPOSED TECHNOLOGY SOLUTION

**Platform Choice:** MediaWiki (Open-Source) - A right-sized, centralized policy management platform that provides version control, audit history, and mobile access while avoiding recurring subscription costs and preserving long-term ownership of departmental directives.

### MediaWiki Platform Capabilities

- Centralized Access: Single source of truth for all policies and procedures
- Role-Based Access Controls: Permissions by user role (read-only, edit, admin)
- Version History & Change Tracking: Complete audit trail of all policy modifications
- Mobile-Accessible Web Interface: Access from any device, anywhere
- No Vendor Lock-In: Open-source platform supports long-term sustainability and ownership

### McLean Risk Full-Service Implementation

#### Configuration & Deployment:

- Platform installation, configuration, security hardening, user account creation, permissions structure

#### Policy Library Migration:

- All modernized policies loaded into platform with proper version control and organizational structure

#### Administrator Training:

- PSO (once hired) or designated personnel trained on platform administration, policy updates, user management

#### Sustainability Design:

- PSO becomes long-term platform administrator, complete knowledge transfer ensures NPD owns and sustains system

## 8. COST PROPOSAL

**Pricing Philosophy:** Transparent, module-based pricing with fixed fees. Flexible phasing across budget cycles.

### McLean Risk Management - Policy Development, Document Management System (DMS) Implementation & Deployment (Fixed Fee)

Professional rate of \$205/hour

Policy Inventory, Gap Analysis & Governance Foundation:

\$20,500 (≈100 hours)

Policy & Procedure Modernization (Core Rewrite):

\$47,150 (≈230 hours)

Document Management System (MediaWiki) Implementation:

\$9,225 (≈45 hours)

Finalization & Implementation Readiness Support:

\$10,250 (≈50 hours)

**McLean Risk Total: \$87,125**

### LMI LLC - Organizational Development & Leadership Training

Organizational Needs Inventory (ONI):

\$1,000 (includes all personnel)

Effective Leadership Development (ELD) 10-Week Program (LMS + Live Virtual) Senior Management:

\$14,400 (four (4) senior staff participants at \$3,500 per participant + Big 5 for senior management)

Big 5 Assessments - Interpretation for Professional Standards Officer Hiring: (see Appendix I for Big 5 sample report)

\$100 (per staff member administered)

Project Management & Contract Administration:

\$8,100 (Professional rate of \$225 per hour for total of thirty-six (36) hours over nine (9) month period of performance)

**LMI Total: \$23,600**

## ALD & Associates LLC - Law Enforcement Expertise & Training

In-Person Listening Sessions/Interviews & Cultural Readiness Assessment:

\$5,200 + Travel for in-person listening sessions at \$2,200= \$7,400

6-Month Post-Training & Implementation Supported by Law Enforcement Subject Matter Expert (Office Hours, Virtual Advisory):

\$16,200 (Lt. Col. (Ret.) Terry and the ALD team will allocate a total of twelve (12) hours per month over a six (6) month period of performance at \$2,700 per month to support agency leadership as a trusted advisor)

Travel (limited to max three (3) trips for entire period of performance. All costs included) \$2,200 per trip

Professional Development & Skills-Based Customized Law Enforcement Training (see Section 9: Optional Maintenance Program for details):

\$3,700 per training (10% discount for 5 or more trainings)

**ALD Total: \$26,500**

## Return on Investment & Long-Term Value

This proposal delivers cost-effective solutions scaled appropriately for a department of this size. While comparable commercial policy management platforms typically require \$100-200 per user annually in recurring subscription costs (estimated \$2,500-5,000/year for NPD, or \$12,500-25,000 over five years), McLean Risk's MediaWiki implementation provides equivalent functionality through a one-time deployment investment, eliminating ongoing licensing fees and preserving long-term departmental ownership of the platform and all content.

LMI's leadership development approach is designed to yield measurable operational returns. Organizations implementing comprehensive leadership training programs report productivity improvements, reduced supervisory burden, and enhanced decision-making that can translate to positive return on investment and substantial annual savings per trained leader. For a department NPD's size, even modest operational improvements compound meaningfully over time.

Our integrated approach—policy modernization, technology implementation, leadership transformation, and cultural change management delivered as a coordinated engagement—provides economies of scale that separate vendor contracts cannot match, while positioning NPD for sustainable, long-term capacity building rather than perpetual dependency on external consultants.

## Proposed Payment Structure

- Milestone-Based Payments: Invoicing tied to phase and deliverable completion
- Flexible Scheduling: Costs can be phased across budget cycles as needed
- No Hidden Fees: All costs disclosed upfront in this proposal

## 9. OPTIONAL MAINTENANCE PROGRAM (Cafe Menu Pricing)

**Long-Term Partnership:** Following initial engagement, annual maintenance program available to support policy currency, accreditation readiness, and ongoing professional development.

### Annual Maintenance Services: (McLean Risk)

- Annual Policy Review & Updates: Systematic review of all policies against evolving legal standards
- Ongoing Advisory Support: Quarterly check-ins and on-demand consultation
- Platform Maintenance: MediaWiki updates, backups, and technical support

### Estimated Annual Cost

Year 1 Annual Maintenance: Professional rate: \$205/hour

### Post-Training Support: Performance Management System/Training & Professional Development (LMI & ALD)

- Professional development & Skills-Based Customized Law Enforcement Training (see Appendix J for professional development catalog):

#### Course 1: Leading with Legitimacy in Neosho Trust, Fairness, and Professional Policing

Duration: 90 mins to 2 hrs.

##### Course Description

This course focuses on how leadership behaviors, supervision, and daily interactions shape legitimacy within the Neosho Police Department and the community it serves. Participants explore how internal trust among sworn and civilian staff directly influences external trust with residents, businesses, and community partners. Emphasis is placed on procedural justice, consistency, and respectful engagement tailored to a close-knit community environment like Neosho.

##### Learning Objectives

- Understand how leadership actions and communication influence trust and legitimacy in Neosho
- Apply procedural justice principles in supervision and daily decision-making
- Recognize the connection between internal culture and community confidence

##### Key Takeaways

- Practical leadership behaviors that reinforce trust internally and externally
- Tools for modeling fairness, transparency, and professionalism
- Increased awareness of how small-community dynamics amplify leadership impact

#### Course 2: Strengthening Culture and Accountability Preparing Neosho PD for Sustainable Change

Duration: 90 mins to 2 hrs.

##### Course Description

This course examines organizational culture, accountability, and readiness for change within Neosho PD. Participants assess cultural strengths that should be preserved while identifying gaps that may hinder policy adoption or performance. The session emphasizes supervisory responsibility, ethical accountability, and alignment between policy, practice, and expectations to support effective policing and officer well-being.

##### Learning Objectives

- Identify Neosho PD's cultural strengths and opportunities for growth

- Understand the role of supervision and accountability in shaping behavior
- Strengthen readiness for policy updates and organizational change
- Key Takeaways
- Frameworks for aligning culture, policy, and performance
- Strategies for reinforcing accountability without eroding morale
- Leadership tools to support change while maintaining operational stability

### Course 3: Community Engagement as a Daily Practice in Neosho Policing

Duration: 90 mins to 2 hrs.

#### Course Description

Designed for sworn and civilian personnel, this course positions community engagement as a shared responsibility across Neosho PD. Participants examine how proactive communication, visibility, and partnerships enhance safety and trust in a community where relationships matter. The course focuses on practical engagement strategies that align with Neosho's community values and expectations.

#### Learning Objectives

- Recognize community engagement as a core function of policing in Neosho
- Apply effective communication strategies during routine and critical interactions
- Identify ways to strengthen partnerships with residents, businesses, and community organizations

#### Key Takeaways

- Practical tools for building trust through everyday interactions
- Techniques for responding to community concerns with empathy and clarity
- Strategies to align engagement efforts with department goals and KPIs
- Big 5 Assessments: hiring support, promotional assessments, succession planning (\$100 per staff administered)
- Effective Leadership Development (ELD) 10-Week Program for remaining personnel (\$3,500 per participant)

### Transition to Internal Capacity (2-3 Year Vision; Office Hours, Virtual Advisory)

- Year 1: Vendor-led policy review with PSO shadowing and learning
- Year 2: PSO-led policy review with vendor advisory and quality control
- Year 3+: Full PSO ownership with vendor available for complex issues

#### Estimated Cost

\$2,700 per month

# APPENDICES

## Sample Law Enforcement Policies

*McLean Risk Management Consulting LLC*

**Customization Statement:** All sample policies are illustrative and will be customized to reflect Missouri statutes, Missouri POST requirements, City of Neosho ordinances, and the operational structure of the Neosho Police Department.

# APPENDIX A

## Sample Policy: Professional Judgment & Discretion in Enforcement

### 1. Purpose

The purpose of this policy is to establish expectations for the exercise of professional judgment and discretion by members of the Neosho Police Department. While laws and directives provide structure, effective policing requires officers to apply judgment that is reasonable, ethical, and consistent with Department values and community expectations.

### 2. Policy

Members are expected to exercise discretion in a manner that promotes public safety, fairness, and legitimacy. Discretion shall never be used to avoid lawful accountability, show favoritism, or undermine public trust.

### 3. Guiding Principles

Officers shall consider:

- The seriousness of the offense and threat to public safety
- The intent and behavior of the involved parties
- The impact of enforcement decisions on community trust
- Available alternatives to formal enforcement

Discretion does not authorize ignoring violations where enforcement is clearly required by law or Department directive.

### 4. Supervisory Oversight

Supervisors are responsible for reinforcing appropriate discretionary decision-making through review, coaching, and corrective action when discretion is misapplied or inconsistently exercised.

### 5. Accountability

The use of discretion is subject to review through supervisory oversight, complaint investigation, and performance evaluation processes.

*Accreditation Alignment (informational): This policy aligns with accreditation standards addressing officer decision-making, ethical conduct, supervisory oversight, consistent application of enforcement authority, and bias-free policing expectations.*

# APPENDIX B

## Sample Policy: Duty to Document & Report Material Incidents

### 1. Purpose

The purpose of this policy is to establish expectations for the documentation and reporting of material incidents to ensure transparency, accountability, and accurate institutional memory.

### 2. Policy

Members shall document all material incidents in a timely, truthful, and complete manner. Documentation is a professional obligation and a critical safeguard for both the public and Department personnel.

### 3. Guiding Principles

Material incidents include:

- Any use of force or show of force
- Any incident resulting in injury or property damage
- Any detention, arrest, or search
- Any pursuit or emergency driving
- Any discharge of a firearm (including accidental)
- Any incident reasonably likely to result in a complaint, litigation, or public scrutiny

### 4. Reporting Standards

Reports shall:

- Be completed as soon as practicable
- Accurately reflect observed facts and actions taken
- Avoid speculation, opinion, or conclusory language
- Be consistent with available evidence

Failure to document a material incident is treated as a serious professional lapse.

### 5. Supervisory Review

Supervisors shall review reports for completeness, clarity, and compliance with policy and shall require corrections where deficiencies are identified.

*Accreditation Alignment (informational): This policy supports accreditation requirements related to incident reporting, supervisory review, transparency, and record integrity, including standards governing use of force documentation and internal accountability.*

# APPENDIX C

## Sample Policy: Officer Wellness & Fitness for Duty (Non-Punitive)

### 1. Purpose

The purpose of this policy is to establish a non-punitive framework for supporting officer wellness and addressing fitness-for-duty concerns in a manner that protects both employee and public safety.

### 2. Policy

The Department is committed to fostering a culture of wellness and recognizes that officers may face physical, mental, or emotional challenges that temporarily affect performance. Support services and early intervention are prioritized over punitive measures when appropriate.

### 3. Guiding Principles

The Department provides access to:

- Employee Assistance Program (EAP)
- Peer support networks
- Critical incident stress debriefing
- Voluntary wellness assessments

### 4. Fitness-for-Duty Concerns

Supervisors who observe behavior suggesting an officer may not be fit for duty shall approach the situation with sensitivity, document observations objectively, and consult with command staff before requiring a fitness-for-duty evaluation.

### 5. Confidentiality

Employee wellness information shall be treated as confidential and protected to the maximum extent permitted by law. Disclosure is limited to those with a legitimate need to know.

*Accreditation Alignment (Informational): This policy aligns with accreditation standards addressing officer safety, wellness, fitness for duty, early intervention, and supervisory responsibility while respecting employee rights.*

# APPENDIX D

## Sample Policy: Community Interaction & Professional Presence

### 1. Purpose

The purpose of this policy is to establish standards for professional conduct and communication during community interactions to promote trust, legitimacy, and effective service delivery.

### 2. Policy

Members shall interact with the public in a manner that reflects professionalism, respect, and impartiality. Officers are representatives of the Department and ambassadors to the community.

### 3. Guiding Principles

Communication Standards:

- Officers shall communicate with dignity and respect
- Officers are encouraged to engage positively with community members
- Officers shall be aware of and sensitive to cultural differences
- Officers shall use de-escalation techniques when safe and appropriate

### 4. Challenging Interactions

When confronted with hostility or resistance, officers shall prioritize de-escalation and seek to resolve situations without unnecessarily escalating force or conflict. Officers are not required to tolerate unlawful behavior but shall remain composed under pressure.

### 5. Supervisory Responsibility

Supervisors shall model professional communication, address deficiencies through coaching, and recognize exemplary community engagement.

*Accreditation Alignment (Informational): This policy supports accreditation expectations related to professionalism, community relations, bias awareness, and conduct during public interactions.*

# APPENDIX E

## Sample Policy: Policy Compliance, Review, and Employee Responsibility

### 1. Purpose

The purpose of this policy is to establish expectations for employee awareness of, compliance with, and periodic review of Department directives.

### 2. Policy

All Department members are responsible for knowing, understanding, and complying with applicable directives. Ignorance of policy is not a defense against accountability.

### 3. Guiding Principles

Employee Responsibility:

- Review assigned policies upon hire and when updated
- Seek clarification from supervisors when directives are unclear
- Complete policy acknowledgment requirements in a timely manner

### 4. Policy Review & Maintenance

The Professional Standards Officer (or designated personnel) shall review all policies annually to ensure currency, compliance with legal standards, and alignment with operational practice. Recommended updates shall be forwarded to command staff for consideration.

### 5. Accountability

Violations of Department policy are subject to corrective action, including counseling, training, or formal discipline as warranted by the nature and severity of the violation.

*Accreditation Alignment (Informational): This policy aligns with accreditation requirements related to directive systems, policy dissemination, employee accountability, and governance oversight.*

# APPENDIX F

## CALEA Proofs Matrix (Summary)

*This matrix maps the five submitted sample policies to commonly recognized CALEA standard categories. Categories are provided at a high level to support accreditation readiness without limiting the Department to a specific accrediting body.*

Sample Policy	Primary Intent	CALEA Categories
Professional Judgment & Discretion in Enforcement	Sets expectations for discretionary enforcement; prohibits favoritism and arbitrary outcomes.	Ethics & Conduct; Bias-Free Policing; Supervisory Oversight
Duty to Document & Report Material Incidents	Defines what must be documented and how; reinforces timely, factual reporting and supervisory review.	Reporting & Documentation; Use of Force Review; Accountability
Officer Wellness & Fitness for Duty (Non-Punitive)	Creates a wellness support and fitness-for-duty framework; guides supervisor intervention and referrals.	Officer Safety & Wellness; Fitness for Duty; Risk Mitigation
Community Interaction & Professional Presence	Establishes professional communication and conduct expectations in public contacts; addresses challenging interactions.	Community Relations; Professional Conduct; Bias Awareness
Policy Compliance, Review, and Employee Responsibility	Defines employee/supervisor responsibilities for directive adherence and policy maintenance governance.	Directive System Management; Policy Maintenance; Training Awareness

— END OF PROPOSAL —

# **X-Company**

**Dallas, TX**

## **ORGANIZATIONAL NEEDS INVENTORY**

### **EXECUTIVE SUMMARY**

Prepared by

**Leadership Management International**

4567 Lake Shore Drive  
Waco, TX 76710

800.568.1241  
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# ORGANIZATIONAL NEEDS INVENTORY

## EXECUTIVE SUMMARY

The *Executive Summary* contains the major findings of the Organizational Needs Inventory as perceived by the members of your organization. Its value for you, however, will depend upon how you interpret and apply the results. The meaning, importance, and implications of the results can best be understood by top management and others who have had extensive experience with your organization.

The first page of this report is a summary of your company's Actual and Ideal scores for each of the three primary factors (*Organizational Structure*, *Predominant Leadership Style*, and *Organizational Culture*) and their subfactors of the Organizational Needs Inventory. Each score is measured on the 1 to 100 scale. A score on the 1 to 100 scale is a point along a line between two extremes, i.e., *Bureaucratic* vs. *Versatile*. The Gap score is the difference between the Actual and Ideal scores.

The remainder of this report consists of 19 boxes of graphic and descriptive information. Each factor and subfactor is based on a computer analysis of the descriptive scores and gap score. The number of individuals who responded to the questions corresponding to each factor and subfactor is also included.

It is very important that you not think of one end of the scale as good for your organization and the other end as bad for it. What is ideal today depends greatly upon your organization's history, attitudes, beliefs, and traditions of its present members, and many other variables that are addressed in the factors and subfactors of the Organizational Needs Inventory.

The Gap scores provides a basis for planning and goal setting that will move towards your ideal. This does not mean that you should believe that the perceived Ideal or perceived Actual scores are realistic. However, perceptions have much to do with organizational effectiveness and should never be ignored.

Decide where you are now in terms of the three primary factors measured in the Organizational Needs Inventory. What are the implications of being where you are now? Where do your members perceive you to be and what do they consider to be ideal? Through thoughtful study and critical analysis, decide on the changes you will begin to make to develop the *Organizational Structure*, *Predominant Leadership Style*, and *Organizational Culture* that you believe will be essential to position your organization to meet the challenges of the future.

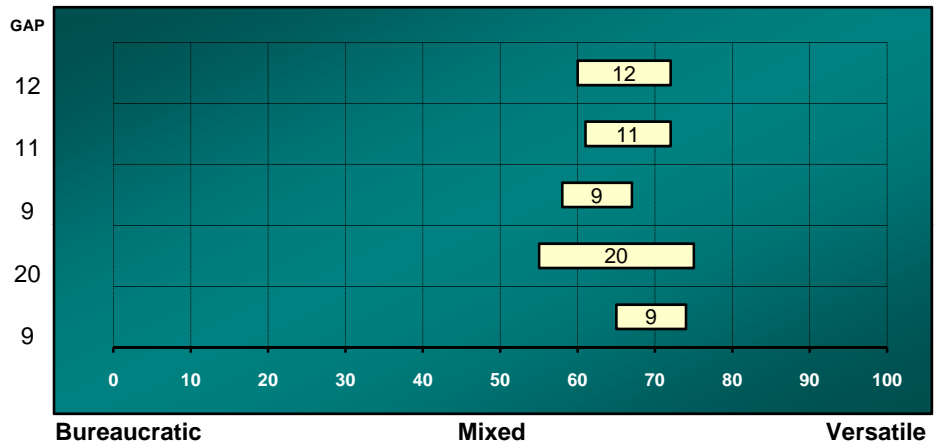
Notice to users: This instrument is meant to assist in evaluating an organization. Usable results require proper administration and are subject to interpretation and proper action, all of which are beyond the control of Leadership Management International, Inc. and the author of the Organizational Needs Inventory. Therefore, Leadership Management International, Inc. and the author of the Organizational Needs Inventory disclaim responsibility for actions taken as a result of this study.

# ORGANIZATIONAL NEEDS INVENTORY

## EXECUTIVE SUMMARY

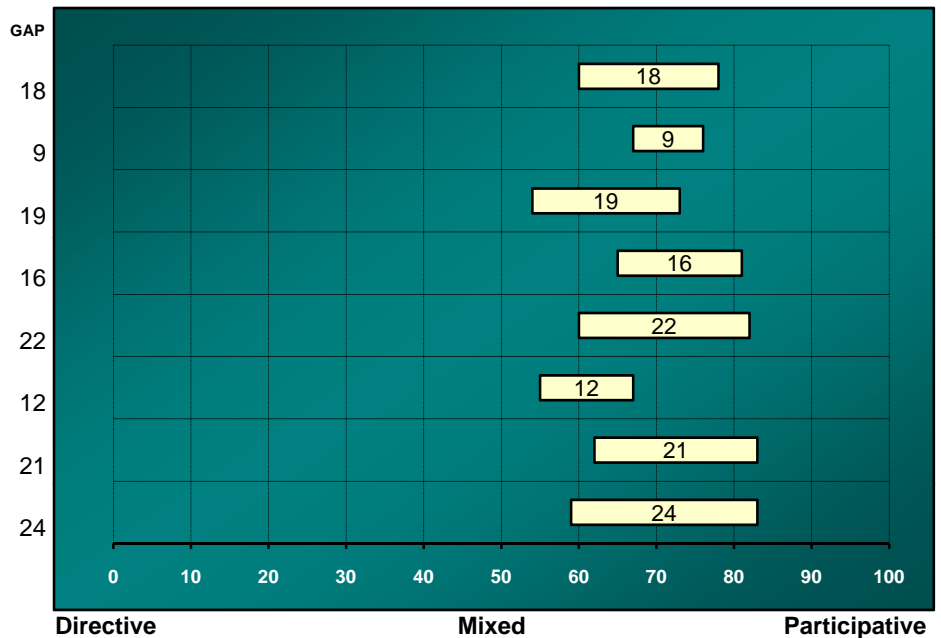
### I. ORGANIZATIONAL STRUCTURE

- A. Nature of Jobs and Positions
- B. Nature of Controls
- C. Flexibility
- D. Formalization



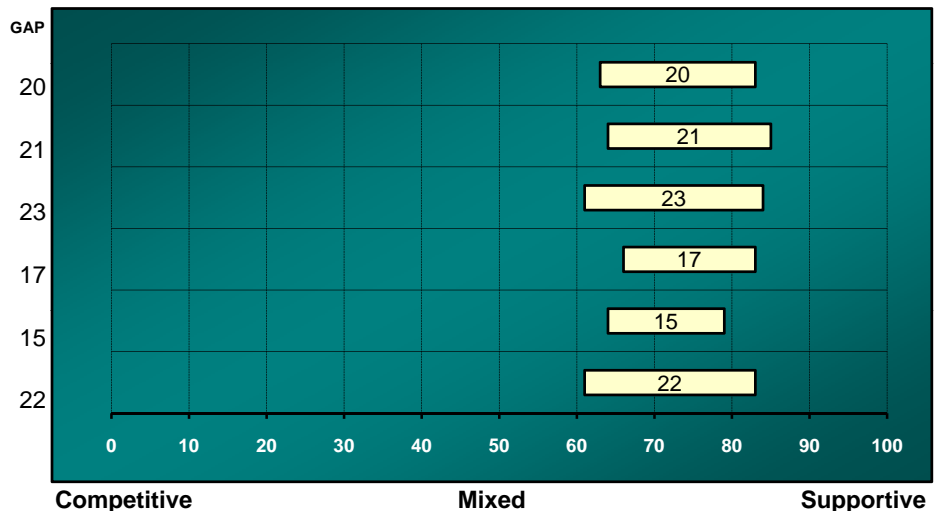
### II. PREDOMINANT LEADERSHIP STYLE

- A. View of Human Nature
- B. Authority Orientation
- C. Team Orientation
- D. Motivational Style
- E. Nature of Supervision
- F. Empowerment
- G. Communication Style



### III. ORGANIZATIONAL CULTURE

- A. Shared Values and Beliefs
- B. Identification with the Organization
- C. Trust
- D. Within-Company Cooperation
- E. Innovation



# ORGANIZATIONAL NEEDS INVENTORY

## EXECUTIVE SUMMARY

(Sub-factors sorted by gap)

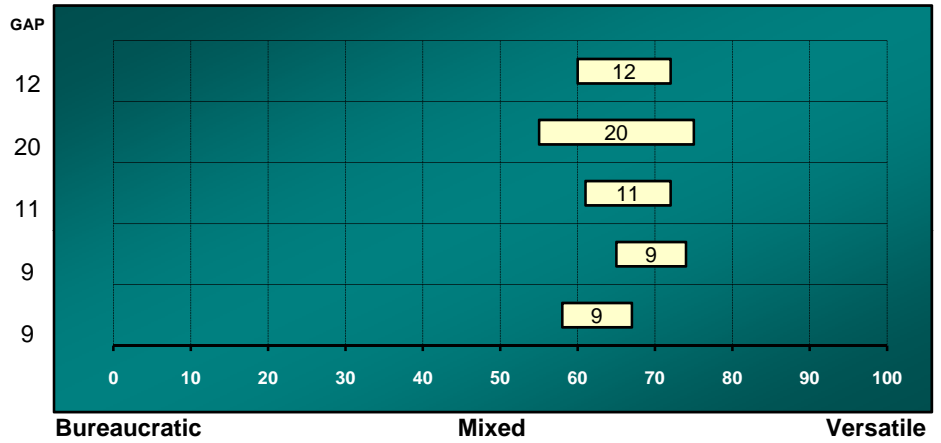
### I. ORGANIZATIONAL STRUCTURE

C. Flexibility

A. Nature of Jobs and Positions

D. Formalization

B. Nature of Controls



### II. PREDOMINANT LEADERSHIP STYLE

G. Communication Style

D. Motivational Style

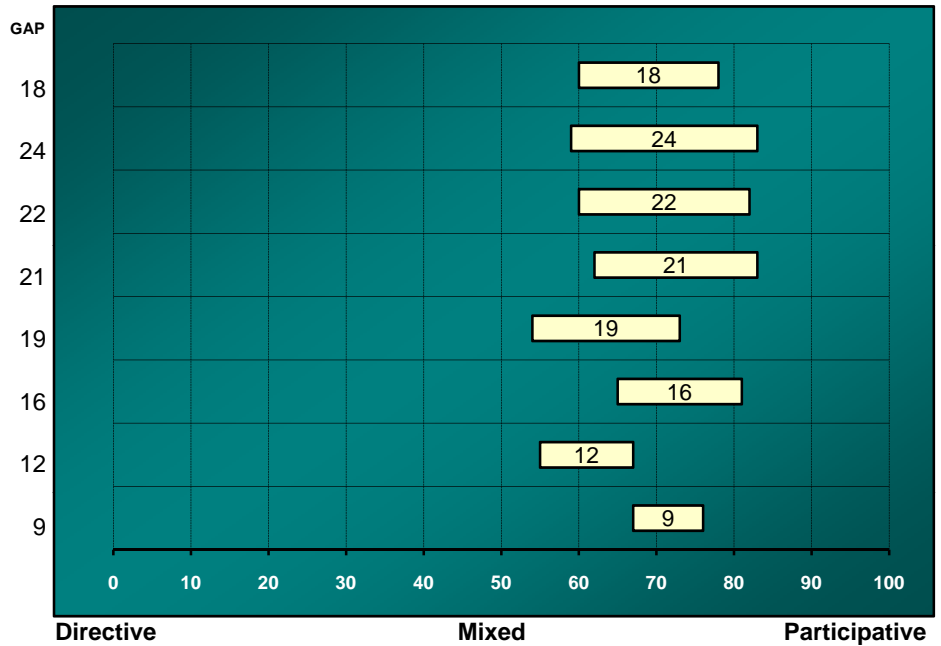
F. Empowerment

B. Authority Orientation

C. Team Orientation

E. Nature of Supervision

A. View of Human Nature



### III. ORGANIZATIONAL CULTURE

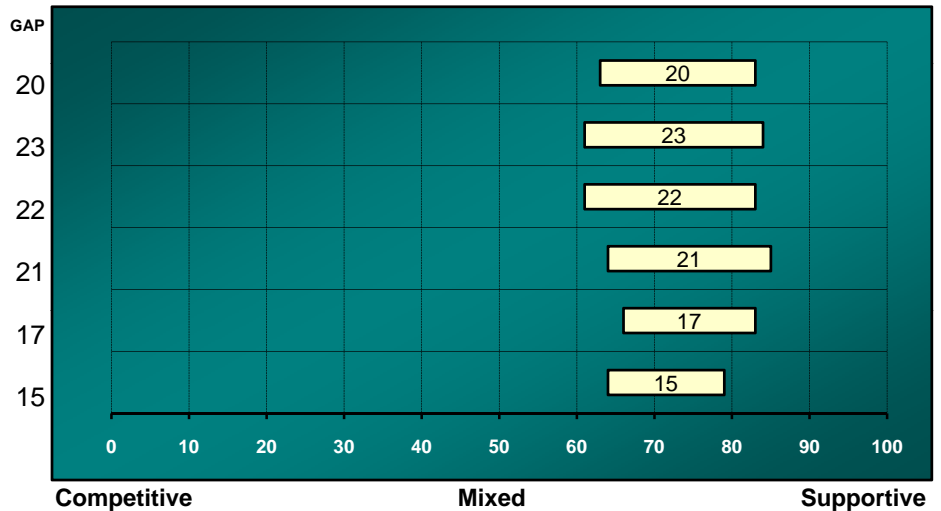
B. Identification with the Organization

E. Innovation

A. Shared Values and Beliefs

C. Trust

D. Within-Company Cooperation



# **X-Company**

**Dallas, TX**

## **ORGANIZATIONAL NEEDS INVENTORY**

### **ITEM SCORES**

Prepared by

**Leadership Management International**

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Waco, TX 76710

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# ORGANIZATIONAL NEEDS INVENTORY

## ITEM SCORES

### Predominant Leadership Style

The items presented below are in descending order by gap.

Gap	Actual	Ideal	Emp.	Item #	Item
40.6	34.7	75.3	93	90	Members of the company feel included in the decision-making process.
33.5	51.1	84.6	94	42	Free and open communication across department or divisional lines is encouraged and is highly effective.
33.3	56.9	90.2	94	13	Management does an excellent job of communicating the company's vision.
31.4	49.2	80.6	93	8	Management involves subordinates in planning and decision making where appropriate.
31.2	57.0	88.2	93	10	Management tends to elevate the consciousness of employees, inspiring new heights of achievement and growth.
30.7	55.4	86.1	92	94	Practicing open communication, management keeps members informed unless confidentiality is clearly an issue.
30.6	56.2	86.8	93	79	Members' excitement about the company and their work stimulates their creativity and productivity.
29.8	45.7	75.5	92	104	Management gets extensive input from the persons who will be affected by a given decision.
29.6	58.2	87.8	94	28	Employees at all levels feel free to communicate openly and honestly with senior management.
28.5	55.4	83.9	93	54	Most company members are inspired by their awareness of the company's history and its vision for the future.
28.5	55.2	83.7	92	115	Open communication throughout the company empowers members to make informed decisions.
26.6	59.0	85.6	94	6	The company's high standards and productivity expectations are enthusiastically supported by most of its members.
26.1	62.5	88.6	94	67	Employees know that management is genuinely concerned about their well-being.
25.0	58.9	83.9	93	96	The company makes good use of task forces and committees to encourage teamwork.
24.7	64.8	89.5	93	9	The company has a deep concern for all of its stakeholders: its stockholders, employees, customers, and others.
23.9	62.0	85.9	94	71	Management welcomes new ideas--even ideas that differ from their own.
23.7	65.3	89.0	93	105	A spirit of teamwork is strongly encouraged and practiced within the company.
23.7	66.1	89.8	93	55	Our managers do everything possible to help their subordinates be effective.
23.2	62.2	85.4	94	4	Company leaders try to relate personally to everyone and to minimize status differences among members.
23.1	38.5	15.4	91	101	Management seems to assume that the less you know about what is going on throughout the company the better.
22.8	62.5	85.3	92	56	The company has highly effective lateral communication. (Lateral refers to people who are on the same level.)
22.5	48.3	70.8	90	114	Most members will sacrifice to ensure the company's long-term success.
21.8	58.4	80.2	92	63	Status differences within the company are not a barrier to open and honest communication.

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# EFFECTIVE LEADERSHIP DEVELOPMENT®

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**RANDY SLECHTA**  
and  
**PAUL J. MEYER**

# EFFECTIVE LEADERSHIP DEVELOPMENT®

## *Developing the leadership within your organization*

- Learn the art of delegation and how to exercise authority effectively
- Get more done through time management
- Handle and prevent problems with people
- Train, motivate and develop people to a higher level of productivity

### *ONE: Successful Leaders are Made - Not Born*

Building on the Base of Success  
 The Slight Edge®  
 The Purpose of Leadership Development  
 The Definition of Success

### *FIVE: Effective Communication is a Leadership Essential*

Communication Really is a “Two-Way Street”  
 Communicators Are Made Not Born  
 Understanding Yourself  
 What Motivates People  
 Attitudes for Improving Communication Skills  
 The True Value of Downward Communication  
 Upward Communication Is a Win-Win

### *TWO: Improving Results Through Better Time Management*

The Value of Time  
 Managing Your Time  
 Managing the Time of Others  
 Maximizing Time Use  
 The Benefits of Time Management

### *SIX: Motivating People to Produce*

Understanding Motivation  
 Traditional Methods of Motivation  
 Attitude Motivation  
 Using the Power of Informal Groups  
 Developing a Motivation Plan

### *THREE: Exercising Authority Effectively*

The Source of Authority  
 A Positive Approach to Discipline  
 Planning, Preparing, and Preventing  
 Accountability  
 Taking Corrective Action  
 “Tell Me About It” Coaching Process  
 Handling More Serious Problems

### *SEVEN: Preventing and Solving Problems*

Opportunity in Every Difficulty  
 An Ounce of Prevention  
 Attitudes for Problem Prevention  
 Defining the Problem  
 Separating Organizational and Personal Problems  
 Productive Handling of Problems Involving  
 People  
 Dealing with Irrational Behavior

### *FOUR: The Art of Delegation*

What is Effective Delegation?  
 Attitudes for Delegation  
 Levels of Delegation  
 Feedback on Performance  
 Upward Delegation

### *EIGHT: Developing People’s Potential*

The Key to Increased Productivity  
 Training and Developing the Right People  
 The Benefits of Training and Developing People  
 Principles of Learning  
 The Development and Training Process  
 Your Attitude Toward Training and Development  
 The Manager and the Bottom Line

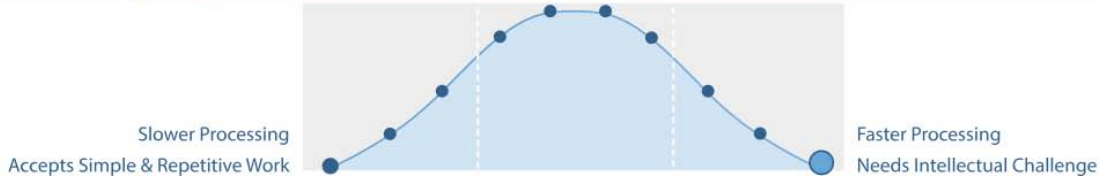
# Executive Management Job Fit Report for Barbara

Overall: 82%

The participant has scored in the "red zone" in 1 area

LEGEND: ● GOOD ● OK ● POOR

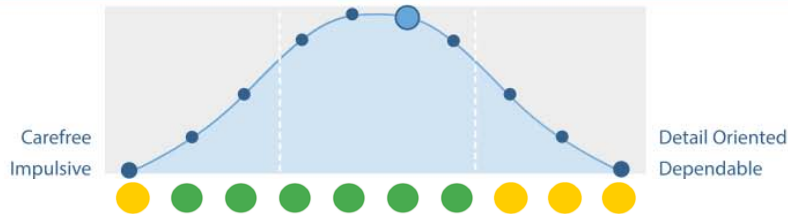
## General Reasoning (Cognitive)



- Barbara typically learns new information very quickly and is able to solve complex problems
- Able to think strategically which is a good fit for most executive management roles
- May not take the time to fully explain things to others, which means Barbara may assume that others can easily see the solution or bigger picture
- Can easily become bored if the job does not require continual learning and complex problem solving

Question: Describe a time when you became frustrated because you felt like your team did not understand what you wanted them to do.

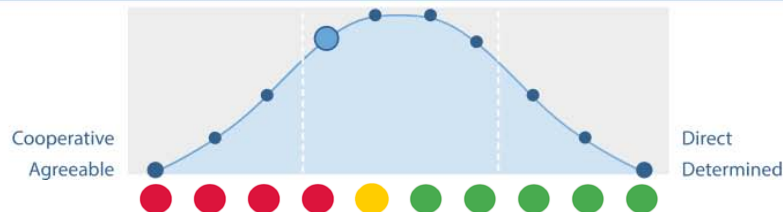
## Conscientious (Organisation)



- Barbara can effectively balance planning ahead with ability to react to situations as they arise
- Can be fairly thorough with planning which is helpful in most executive management positions

Question: Describe a time when your team just didn't seem to get the big picture. What did you do?

## Tough Minded



- Usually comfortable managing others as long as the environment is not highly confrontational
- Employees will usually view Barbara as likeable and able to compromise when necessary
- Can be tough minded when necessary, but prefers an environment of cooperation
- In highly confrontational situations, Barbara may not handle discipline as quickly as necessary to avoid further problems

Question: In managing there are times when you simply have to hold the line, be tough in your approach. When have you been involved in such a situation and how did it work out?

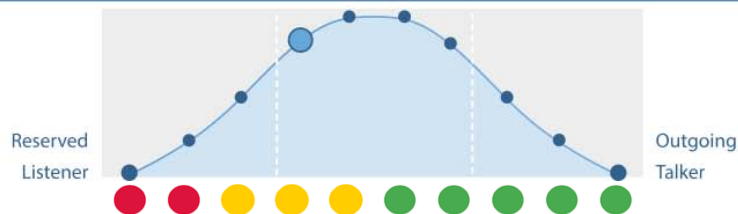
## Conventional (Rules)



- Barbara tends to be both curious and insightful and needs variety and change to keep performing at a high level
- Strategic planning and thinking "outside the box" should be particular strengths for Barbara
- Executive management situations that require a very consistent and structured approach to managers will be more difficult

Question: Give me an example of a time when your creative approach to a problem made all the difference in coming up with a solution. What was the problem and how did you solve it?

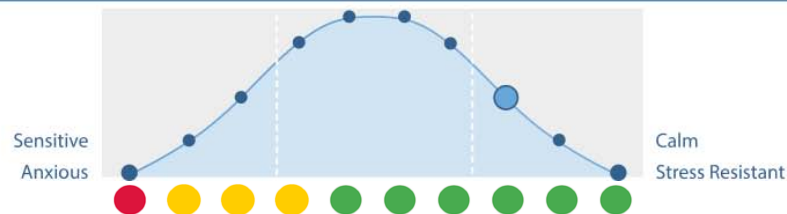
## Extroversion



- Most people will find Barbara to be friendly and sociable
- Tends to be balanced between wanting to talk and to listen to others
- Will usually understand when employees need to be motivated and energized, but Barbara may need to occasionally stretch beyond normal comfort zone to be more outgoing and forceful

Question: Describe a time when you had to sell something to your team that you knew would be greatly resisted. How did you do it?

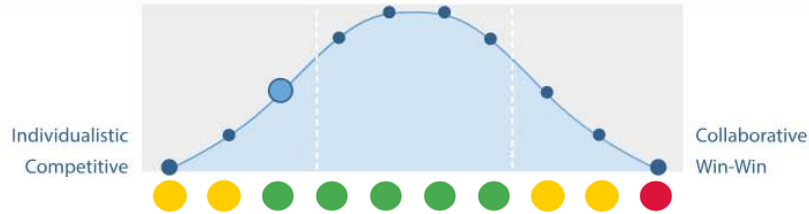
## Stable



- Barbara is typically calm under pressure and able to handle difficult management issues with poise
- Generally able to handle the stress that can be a regular part of executive management positions
- Managers may perceive that Barbara's calm nature is a lack of interest or urgency

Question: Tell me about a situation where you had to confront a colleague about something that they were doing that was adversely affecting your team. How did you do it?

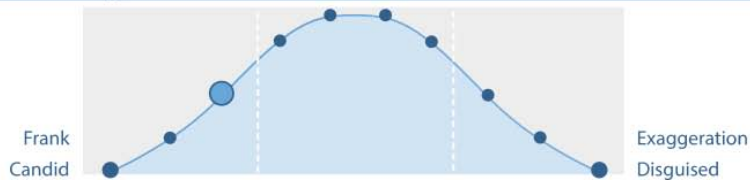
## Team



- Barbara is typically self-motivated and very competitive
- May be too quick to actually compete with managers for recognition or fail to give the recognition to others for their accomplishments
- At times, Barbara may not be collaborative with the internal team

Question: Tell me about a time when one of your employees was doing an incredible job. What did you do to reward them and what would you do differently in the future?

## Good Impression (Social Desirability)



- Barbara's responses have been frank and open

**Note:** This report represents only a small part of the factors that can be helpful in determining job performance. It is not designed to specifically recommend or not recommend any individual for employment and the ultimate employment decision rests with the Employer.

Report Generated On 07/2022 for Barbara  
ParticipantID #

# Executive Management Interview Questions for Barbara

## General Reasoning

1. Describe a time when you were frustrated because an employee did not seem to be "getting it" and making the same mistakes over and over again. How did you approach this situation?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

2. Tell me about a time when your team did not seem to be getting the big picture and therefore unable to support you as much as you'd like. What was the situation and what did you do?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

3. Describe your experience managing employees who were doing fairly mundane tasks every day. What was your biggest challenge and how did handle it?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

## Conscientious

4. Tell me about a time when you felt you had to continually change your strategy to be aligned with the direction of the company. What was that like?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

5. Give me an example of a tool or system you've used to stay organized. What made this tool work for you?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

6. Tell me about a time when you worked with a manager who did not follow through and was a poor planner. What was that like?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

## Tough Minded

7. Tell me about the last time you had to confront a good employee regarding a performance issue. What was your approach?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

8. Describe a time when you felt you had to be tougher in your approach with an employee issue. What was the situation and how did it work out for you?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

9. Tell me about a time when you had to closely monitor the progress of a project your team was working on. How did you manage this?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

## Conventional

10. Give me an example of a time when your creative approach to a problem was recognized by the leadership team. What did you do?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

11. Tell me about a situation when you bent the rules to get something done but it didn't work out as well as you would have hoped. What happened?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

12. Tell me about a time when you were asked to put more structure into a program or process you were responsible for managing. How did you go about it?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

## Extroversion

13. Tell me about the last time you presented a new idea or process to a group of your peers. What was challenging about that presentation and how did it

turn out?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

14. Tell me about a time when you had to be very assertive with an employee in order to correct a performance issue. How did you do it?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

15. Describe a time when you had to persuade your team to try something new. What was the situation and what did you do?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

## **Stable**

16. Tell me about a time when you felt you were given an unrealistic deadline and missed it? What happened as a result?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

17. Give me an example of a time when you were able to remain calm when others on your team stressed about a work issue. What was the situation and how did you help your colleagues deal with things?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

18. Tell me about a time when you were dealing with a highly stressful situation but did not allow it to negatively impact your performance or how you approached your job. What did you do?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

## **Team**

19. Tell me about a time when others on your team were not contributing equally in time and effort. What did you do?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

20. Tell me about a time when you wanted to be recognized individually for the extra work that you put into a project. What happened?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

21. Describe a time when you delegated the responsibilities of managing an important task on to someone else. How did you remain engaged to ensure that it was going well?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

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Report Generated On 07/2022 for Barbara  
ParticipantID #

# Attitudes Report for Barbara

## Overall Score: Low Concern

This report measures self-admissions and attitudes toward counter-productive behaviors at work.



“↓” This black arrow indicates where the participant scored on each scale.

**Hostility:** Handling feelings in regards to aggression, anger and hostility



**Conscientiousness:** Being dependable, organized and reliable.



**Integrity:** Behaving with integrity and honesty and expecting that co-workers will do so as well.



**Good Impression:** Acknowledging normal faults and imperfections and answering the questions in a frank and candid manner.



## Hostility

### *Concerns About Hostility*

Low scorers may be able to handle their feelings well and are less likely to be disruptive. High scorers can potentially be more aggressive, hostile, disruptive, or have poor control of their anger.

**Scores in Green (Low Concern)** on the Hostility Scale indicate that the applicant's responses give less concern that the applicant will exhibit aggressive behavior towards others on the job. The score suggests that the applicant may be able to handle hostile feelings well, keeps a level head, and is less likely to be disruptive at work through anger or aggression.

**Scores in Yellow (Some Concern)** on the Hostility Scale indicate that the applicant's responses raise some concern about the handling of anger and hostility. The applicant may be less than completely in control of anger and hostility at work. Areas of potential concern should be further explored using the behavioral interview question(s).

**Scores in Red (Serious Concern)** on the Hostility Scale indicate that the applicant's responses raise serious concerns about the handling of anger and hostility. Potentially, the applicant could be hostile, be ready to anger, have poor self-control, and be disruptive at work.

## Conscientiousness

### *Concerns About Conscientiousness*

Low scorers tend to be dependable, conscientious, and reliable. High scorers can potentially be undependable, careless, lazy, and disorganized.

**Scores in Green (Low Concern)** on the Conscientiousness Scale indicate that the applicant's responses give less concern in the area of dependability. The score suggests that the applicant can potentially be conscientious, dependable, reliable, and organized at work.

**Scores in Yellow (Some Concern)** on the Conscientiousness Scale indicate that the applicant's responses raise some concern about dependability. The applicant may be less than completely reliable, dependable, conscientious, or organized at work. Areas of potential concern should be further explored using the behavioral interview question(s).

**Scores in Red (Serious Concern)** on the Conscientiousness Scale indicate that the applicant's responses raise serious concerns about dependability. The applicant could potentially be unreliable, undependable, lacking in conscientiousness, and/or disorganized at work.

## Integrity

### *Concerns About Integrity*

Low scorers have no problem with workplace dishonesty. High scorers have the potential for dishonest behavior in the workplace.

**Scores in Green (Low Concern)** on the Integrity Scale indicate that the applicant's responses raise less concern about dishonesty. The score suggests that the applicant is likely to be honest at work and is less likely to cause problems at work in this area.

**Scores in Yellow (Some Concern)** on the Integrity Scale indicate that the applicant's responses raise some concern about the possibility of dishonesty in the workplace. The applicant might have the potential to steal from an employer or may be too willing to condone such behavior by others at work. Areas of potential concern should be further explored using the behavioral interview question(s).

**Scores in Red (Serious Concern)** on the Integrity Scale indicate that the applicant's responses raise serious concerns about the potential for dishonesty at work. These concerns are especially important in a work situation that presents opportunities for employee theft. The applicant could potentially be dishonest and condone dishonesty by others.

## Good Impression

### *Understanding Good Impression Scale*

The Good Impression (GI) Scale measures an applicant's tendency to underreport counter-productive behaviors on the survey. Low scorers tend to be more open about acknowledging their normal faults and imperfections. High scorers tend to deny normal shortcomings and exaggerate personal virtues, suggesting that their scores on the other scales may be artificially depressed (underreported) by their efforts to make a good impression. Scores on this scale are to be used to determine the degree of confidence that should be placed in the remainder of the report.

**Scores in Green (Low Concern)** on the Good Impression Scale suggest that the applicant's answers were more forthright and free from distortion and defensiveness. Applicants with GI scores in this range provide confidence that their scores are not artificially depressed or underreported.

**Scores in Yellow (Some Concern)** on the Good Impression Scale suggest that the applicant's answers may be somewhat distorted by defensiveness and a desire to give a "good impression." The applicant should be considered to have underreported, to some degree, troublesome behavior. A score of Yellow should never be used to disqualify a candidate from consideration. Because most applicants want the jobs for which they apply, conscious or unconscious efforts to create a "good impression" may be present. It is the responsibility of each administrator to determine how much risk or distortion can be tolerated before declaring the report invalid.

**Scores in Red (Serious Concern)** on the Good Impression Scale suggest that the applicant's answers have a high potential for under-representation of his or her potential for disruptive behavior in the workplace. There is little likelihood that any confidence can be placed in the accuracy of the applicant's reported scores. The report is not to be considered valid with GI scores in this range.

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Report Generated On 07/2022 for Barbara  
ParticipantID #

# Attitude Behavioral Interview Questions for Barbara

## Hostility

1. We all have trigger points when we get so frustrated that it's tough to control our anger. Can you tell me about a time when this happened to you at work and how you handled that situation? How often do you have feelings like that?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

## Conscientiousness

2. Some people are known on the job to be perfectionists. Have you ever run into such a person when you were working? How do such people make you feel? Is it easy for you to be around such people?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

## Integrity

3. It's tempting to provide an unauthorized discount to a friend or family member. Can you tell me about a time when you were asked by a friend or family member for a discount or some other special privilege? How did you handle this situation?

*Please rate the Participant's response: 1 =Poor 2 =Fair 3 = Good 4 = Very Good 5 = Excellent*

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Report Generated On 07/2022 for Barbara  
ParticipantID #

# Engagement Report for Barbara

## Overview

"Barbara's responses to the assessment questions indicate that engagement on the previous job with the work itself and with the prior employer were average. This pattern of responses suggests a fair job fit between Barbara and the work involved as well as with the prior employer. Given Barbara's attitudes to both the job and the prior employer, it is quite possible that Barbara was an adequate resource in the prior job. Barbara can become an equally adequate employee on a new job if there is a similar good job fit and a fit between what Barbara expects from an employer and what your organization can provide.

## Job Engagement



### Summary:

"Barbara's responses to the assessment questions indicate an AVERAGE level of engagement with the work involved in doing the previous job. Barbara reports average level of job satisfaction, some pride in doing the previous job, and occasionally was able to maximize efforts in doing the job. Barbara's average level of job engagement indicates a reasonable fit with that previous job and a average degree of commitment to working. To determine how well Barbara would fit with the present job opening, the following questions should be asked:

#### Question 1:

Barbara, tell me about your last job. What did you like about doing this job? Were there elements that you sometimes found frustrating? And how did you handle such frustrations?

#### Question 2:

Barbara, tell me about the kinds of jobs that you have found less than satisfying. Did you ever hold such a job? What caused you to leave that job?

## Employer Engagement



### Summary:

Barbara's responses to the assessment questions indicate a AVERAGE level of engagement with the prior employer. Barbara reports having some commitment to working for this prior company, demonstrating some concern about its future success, and having a degree of confidence in the company's management. If this average level of employer engagement persists on the next job, it is likely that Barbara will become a satisfactory employee. This level of engagement with the prior employer may be a function of weak management, lack of a clear organizational strategy, or a variety of other valid reasons. Thus, understanding the underlying reasons for Barbara's negative attitudes toward the former employer is crucial. To investigate this matter, the following questions should be asked:

#### Question 1:

Barbara, tell me about your previous boss and the company for which you worked. What you liked and disliked about how they went about doing business and how they treated their employees?

#### Question 2:

Barbara, what specifically did they do that made you feel positive and other things that made you feel negative about this company? Were there also things that you liked about the way the company operated?

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Report Generated On 07/2022 for Barbara



**& ASSOCIATES**

**MAKING TALENT AND TEAMS BETTER**



# PROFESSIONAL DEVELOPMENT SHORT COURSE CATALOG

Empowering People. Elevating Performance. Enhancing Impact.

## INTRODUCTION

# OVERVIEW

## ABOUT THE COMPANY

ALD & Associates (ALD) believes in building better teams and stronger leaders through strategic, skill-based learning. Our Professional Development Short Courses are tailored to meet the evolving needs of today's workforce. Each course delivers focused, practical training that helps individuals and teams enhance performance, improve communication, and adapt with confidence in diverse and fast-changing environments.



## WHAT CLIENTS SAY ABOUT US

"Al's knowledge, experience, and inclusive approach to delivering the training sessions content are fantastic."

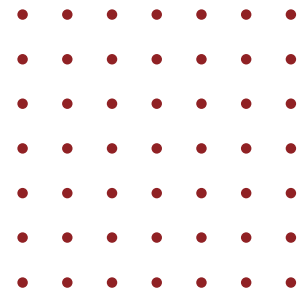
"Dr. Davis was engaging, empathetic, and funny, while also pushing us beyond our comfort zones."

## BENEFITS OF ALD SHORT COURSES

- **Time-Efficient** – High-impact learning in 1–4-hour sessions
- **Interactive & Practical** – Tools, scenarios, and discussions for real-world application
- **Tailored for Diverse Audiences** – Inclusive of all industries, generations, and cultures
- **Expert-Led** – Delivered by experienced consultants, coaches, and thought leaders
- **Customizable** – Aligned with your organization's mission, goals, and team needs

FEATURED COURSE

# ENHANCING TEAM PERFORMANCE AND INNOVATION



This interactive course provides tools to improve teamwork, inspire creativity, and foster a respectful, psychologically safe work environment. Participants learn practical techniques grounded in leadership and human behavior to communicate clearly, solve problems collaboratively, and build trust. By the end of the session, they are equipped to grow personally and help their teams thrive in today's dynamic workplace.



WHAT WE DO FOR YOU

# CORE COURSE OFFERINGS



## EFFECTIVE COMMUNICATION & ACTIVE LISTENING

Enhance professional relationships by learning to communicate, listen actively, and reduce misunderstandings through proven verbal, nonverbal, and reflective listening techniques.



## SERVICE WITH IMPACT: ELEVATING CUSTOMER SERVICE ACROSS COMMUNITIES

Deliver respectful, inclusive, and responsive service by mastering techniques that support diverse clients across generations, cultures, and socioeconomic backgrounds.



## CONFLICT RESOLUTION & DE-ESCALATION

Develop confidence in managing difficult situations with empathy, effective communication, and de-escalation strategies that promote positive outcomes and professionalism.



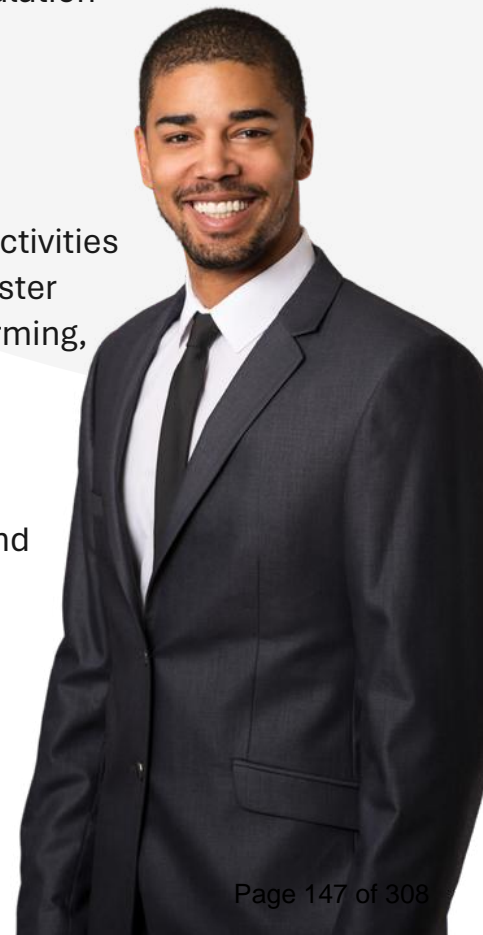
## TEAM BUILDING FOR TRUST AND COLLABORATION

Strengthen team dynamics through interactive activities that build trust, improve communication, and foster collaboration—essential for creating high-performing, unified, and resilient teams.



## TIME MANAGEMENT & STRATEGIC THINKING

Prioritize tasks, manage competing demands, and apply strategic thinking to stay focused on high-impact goals and long-term success.



WHAT WE DO FOR YOU

# CORE COURSE OFFERINGS



## LEADING HIGH-PERFORMING TEAMS

Understand the dynamics of successful teams by learning trust-building, accountability, and motivation strategies that strengthen collaboration and engagement.



## CULTIVATING A GROWTH MINDSET

Embrace challenges and drive innovation through the development of resilience, adaptability, and a continuous learning mindset.

## CIVILITY

Create a culture of respect with actionable strategies that encourage professionalism, empathy, and courteous workplace behavior.



## UNCONSCIOUS BIAS

Recognize and reduce the impact of hidden biases on workplace decisions and relationships with tools that support greater equity and awareness.



## THE MENTORING SUPERVISOR | COGNITIVE COACHING/MENTORING

Embrace challenges and drive innovation through the development of resilience, adaptability, and a continuous learning mindset.



## WORKING ACROSS GENERATIONS | MULTIGENERATIONAL WORKFORCE

Bridge generational divides with insight into values, work styles, and communication preferences to foster inclusive and cohesive teams.



WHAT WE DO FOR YOU

# CORE COURSE OFFERINGS

## **LISTENING FOR RESULTS | COMMUNICATION**

Master intentional listening to improve clarity, build connections, and strengthen decision-making in team and client interactions.

## **RESILIENT LEADERSHIP | MINDFULNESS**

Cultivate focus and emotional resilience through mindfulness practices that support leadership presence, stress management, and intentional decision-making.

## **SUCCESSION PLANNING FOR FUTURE SUCCESS | TRAIN THE TRAINER**

Prepare future leaders by developing internal capacity, identifying emerging talent, and implementing systems to ensure organizational continuity.

## **BUILDING TRAINING SKILLS FOR GREATER ENGAGEMENT**

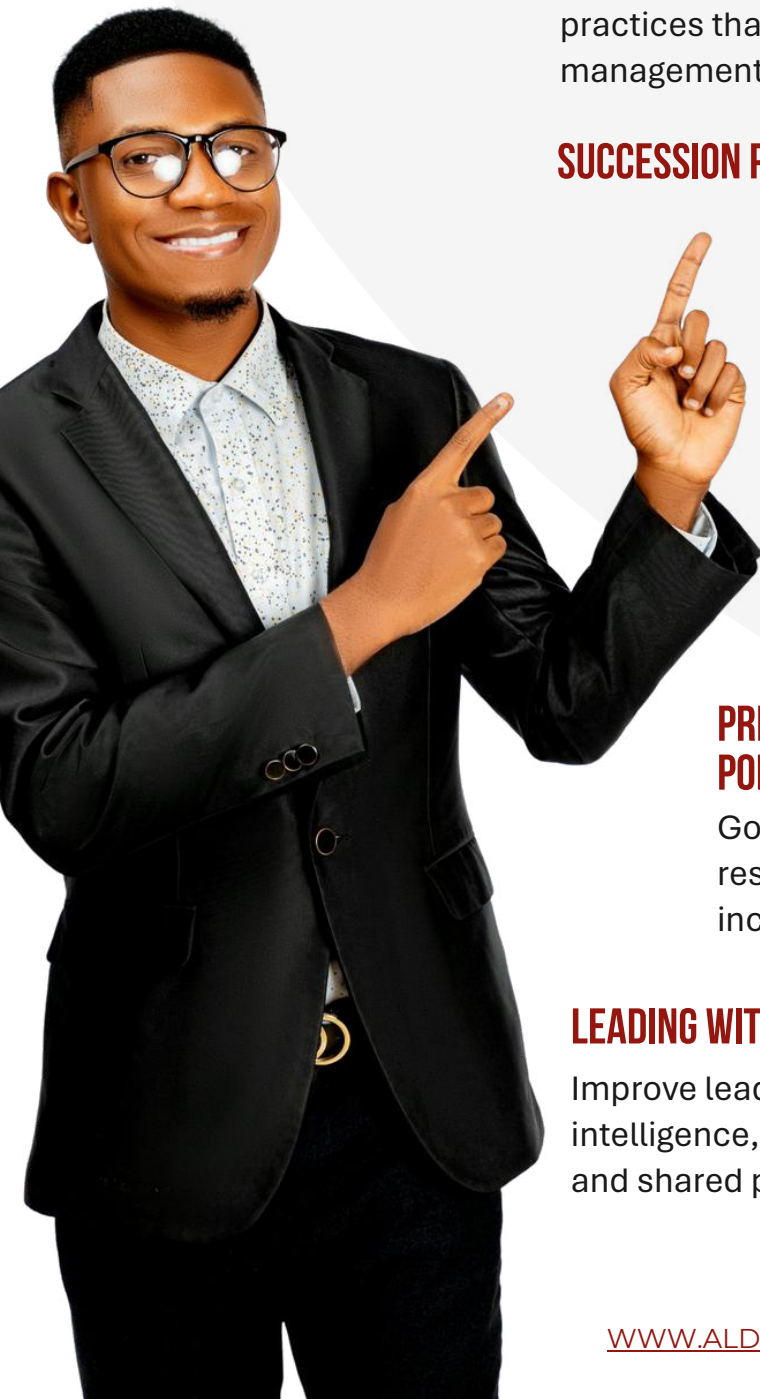
Learn to create and deliver interactive, impactful training by applying adult learning principles and inclusive facilitation strategies.

## **PREVENTION OF SEXUAL HARASSMENT: “WHEN POLICY IS NOT ENOUGH”**

Go beyond compliance by building a culture of dignity, respect, and accountability that supports a safe and inclusive workplace.

## **LEADING WITH AWARENESS**

Improve leadership impact through self-awareness, emotional intelligence, and inclusive practices that build trust, belonging, and shared purpose.





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**REQUESTED COUNCIL MEETING DATE:** February 3, 2026

**ITEM:** **Bill No. 2026-08: Surplus Handheld Radar Units**

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**ORIGINATING DEPARTMENT:** Police Department

**ATTACHMENT:**

- 1. Bill No. 2026-08 Surplus Handheld Radar Units**
  - 2. Hand Held Surplus**
- 

**PURPOSE:**

To seek City Council approval to surplus ten obsolete police radar units and related accessories so the Police Department may trade them in toward the purchase of updated radar equipment.

**BACKGROUND:**

The Police Department currently maintains ten radar units that have reached the end of their service life. Several of these devices have been in continuous use for nearly twenty years. The manufacturers of these radar units no longer produce replacement parts or provide technical support, rendering the equipment obsolete and increasingly unreliable.

Surplusing these units will allow the Police Department to take advantage of trade-in opportunities offered by radar equipment vendors. The trade-in value will reduce the cost of acquiring new radar units, which will improve operational effectiveness, enhance officer safety, and ensure compliance with current standards for traffic enforcement technology. Additionally, upgrading the fleet will provide the department with a limited number of spare units to deploy when existing equipment is out of service for maintenance.

**RECOMMENDATION:**

It is recommended that the City Council **authorize the Police Department to surplus ten obsolete radar units and their associated accessories** for the purpose of trading them in toward the purchase of new radar equipment. This action will support the department's ongoing efforts to maintain reliable, up-to-date traffic enforcement tools and ensure continued service readiness.

**AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.**

**WHEREAS, THE CITY OF NEOSHO HAS OBTAINED CERTAIN PERSONAL PROPERTY; AND**

**WHEREAS, THE CITY OF NEOSHO HAS DEEMED SAID PERSONAL PROPERTY TO BE SURPLUS AND NOT NECESSARY FOR FUTURE CITY NEEDS.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, AS FOLLOWS:**

Section 1: That the City of Neosho, Missouri declares the following items of personal property to be surplus:

- Stalker ATR – 23181
- Stalker ATR – 23165
- Stalker ATR – 23174
- Stalker ATR – 23176
- Stalker ATR – 3179
- Stalker ATR – 3188
- Stalker ATR – 8522
- 2 - Stalker ATR Handheld Corded Power
- 7 – Stalker ATR Dash Mount Cradle
- Kustom Signals Talon – DT05429
- 2 – Kustom Signal Talon rechargeable handheld
- 1 - Kustom Signal Talon corded handheld
- 2 – Stalker Dual Remotes (Old Style no longer made)
- 2 – MPH Enforcer, S/N ENF123000165, ENF123000164
- 2 – MPH Antennas, S/N BEN653043764, ENF686003398
- 2 – MPH Mounting brackets and radar Remotes

Section 2. That the City Manager is hereby authorized to execute the appropriate documents on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 17th day of February, 2026 by a vote of \_\_\_\_\_ YES and \_\_\_\_\_ NO.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Richard Davidson, Mayor

APPROVED:

ATTEST:

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Derek A. Snyder, City Attorney

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Cheyenne Wright, City Clerk

CITY SEAL



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Stalker ATR – 23181

Stalker ATR – 23165

Stalker ATR – 23174

Stalker ATR – 23176

Stalker ATR – 3179

Stalker ATR – 3188

Stalker ATR – 8522

2 - Stalker ATR Handheld Corded Power

7 – Stalker ATR Dash Mount Cradle

Kustom Signals Talon – DT05429

2 – Kustom Signal Talon rechargeable handheld

1 - Kustom Signal Talon corded handheld

2 – Stalker Dual Remotes (Old Style no longer made)

2 – MPH Enforcer, S/N ENF123000165, ENF123000164

2 – MPH Antennas, S/N BEN653043764, ENF686003398

2 – MPH Mounting brackets and radar Remotes

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**REQUESTED COUNCIL MEETING DATE:** February 3, 2026

**ITEM:** **Bill No. 2026-09: Contract with Lexipol for Police Department Policies**

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**ORIGINATING DEPARTMENT:** Police Department

**ATTACHMENT:**

**1. Bill No. 2026-09 Contract with Lexipol for Police Department Policies**

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### **PURPOSE:**

To request City Council authorization for the Mayor to execute an agreement with Lexipol for the development, implementation, and ongoing management of the Neosho Police Department's updated policy manual.

### **BACKGROUND:**

The Neosho Police Department continues to require a comprehensive update to its policy and procedure manual. Following the City's initial Request for Proposals (RFP) process, the department continued exploring alternative procurement pathways to identify a vendor capable of meeting the City's operational, legal, and long-term policy management needs.

During this search, the department identified **Sourcewell**, a cooperative procurement program administered by the State of Minnesota. Sourcewell contracts satisfy both State of Missouri and City of Neosho procurement requirements, making it a compliant mechanism for obtaining specialized police policy services.

Through the Sourcewell database, the department identified a contract submitted by **Lexipol**, a nationally recognized provider of law enforcement policy development, implementation tools, governance platforms, and ongoing training solutions. Under their Sourcewell agreement, Lexipol provides a **10% discount** on services. Their system is designed to align policies with current legal standards and policing best practices, while also providing the infrastructure needed for continuous training and policy governance.

The department provided Lexipol with a copy of the previously issued RFP and requested a formal review. Lexipol responded with a proposal that demonstrates their ability not only to meet the department's immediate needs, but also to support future organizational growth, including foundational work toward accreditation. Their proposal also includes harmonization of Neosho's policies with best practices—a component that represents an estimated savings of **\$20,000 to \$30,000** compared to similar services offered by other vendors.

Lexipol's pricing for services is as follows:

- **Year 1 (Implementation Year): \$35,848.80**

Services include policy implementation, harmonization of Neosho practices with best practices, policy distribution, and comprehensive training.

- **Annual Cost Thereafter: \$15,369.30 per year**

Ongoing services include maintaining policies to reflect best practices, legal updates, continuous governance support, and access to online training tools.

The proposed solution offers a sustainable, long-term system that ensures the department's policies remain current, legally sound, and aligned with evolving standards.

**RECOMMENDATION:**

It is recommended that the City Council **authorize the Mayor to execute the agreement with Lexipol as submitted**. Approval of this agreement will enable the Neosho Police Department to modernize its policy manual, establish a sustainable governance structure, and ensure ongoing compliance with industry best practices.

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**REQUESTED COUNCIL MEETING DATE:** February 3, 2026

**ITEM: Bill No. 2026-09: Contract with Lexipol for Police Department Policies**

---

**ORIGINATING DEPARTMENT:** Police Department

**ATTACHMENT:**

- 1. Bill No. 2026-09 agreement w-Lexipol - NPD**
  - 2. Lexipol\_Contract (1)**
- 

**PURPOSE:**

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**BACKGROUND:**

The Neosho Police Department continues to require a comprehensive update to its policy and procedure manual. Following the City's initial Request for Proposals (RFP) process, the department continued exploring alternative procurement pathways to identify a vendor capable of meeting the City's operational, legal, and long-term policy management needs.

During this search, the department identified **Sourcewell**, a cooperative procurement program administered by the State of Minnesota. Sourcewell contracts satisfy both State of Missouri and City of Neosho procurement requirements, making it a compliant mechanism for obtaining specialized police policy services. Through the Sourcewell database, the department identified a contract submitted by **Lexipol**, a nationally recognized provider of law enforcement policy development, implementation tools, governance platforms, and ongoing training solutions. Under their Sourcewell agreement, Lexipol provides a **10% discount** on services. Their system is designed to align policies with current legal standards and policing best practices, while also providing the infrastructure needed for continuous training and policy governance.

The department provided Lexipol with a copy of the previously issued RFP and requested a formal review. Lexipol responded with a proposal that demonstrates their ability not only to meet the department's immediate needs, but also to support future organizational growth, including foundational work toward accreditation. Their proposal also includes harmonization of Neosho's policies with best practices—a component that represents an estimated savings of **\$20,000 to \$30,000** compared to similar services offered by other vendors.

Lexipol's pricing for services is as follows:

- **Year 1 (Implementation Year): \$35,848.80**  
Services include policy implementation, harmonization of Neosho practices with best practices, policy distribution, and comprehensive training.
- **Annual Cost Thereafter: \$15,369.30 per year**  
Ongoing services include maintaining policies to reflect best practices, legal updates, continuous governance support, and access to online training tools.

The proposed solution offers a sustainable, long-term system that ensures the department's policies remain current,

legally sound, and aligned with evolving standards.

**RECOMMENDATION:**

It is recommended that the City Council **authorize the Mayor to execute the agreement with Lexipol as submitted**. Approval of this agreement will enable the Neosho Police Department to modernize its policy manual, establish a sustainable governance structure, and ensure ongoing compliance with industry best practices.

**AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Lexipol, LLC, a Delaware limited liability company, for the purpose of providing annual policy and training subscription and implementation services for the Neosho Police Department; and authorizing the Neosho Chief of Police to execute the same by and on behalf of the City of Neosho.**

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

**Section 1.** That the Agreement by and between the City of Neosho, Missouri, and Lexipol, LLC, a Delaware limited liability company, for the purpose of providing annual policy and training subscription and implementation services for the Neosho Police Department, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

**Section 2.** That the Neosho Chief of Police is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

**Section 3.** That this ordinance shall be in full force and effect on \_\_\_\_\_, 2026

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 17th day of February, 2026, by a vote of 2026.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Richard Davidson, Mayor

ATTEST:

\_\_\_\_\_  
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

\_\_\_\_\_  
Derek A. Snyder, City Attorney



MASTER SERVICE AGREEMENT

**Created Date:** 01/12/2026

**Initial Term Start Date:** 03/01/2026

**Initial Term End Date:** 02/28/2027

Account Executive Information

Tyler St. Clair  
Senior Account Executive  
tst.clair@lexipol.com  
(469) 314-2877

Lexipol LLC  
2611 Internet Blvd., Ste. 120  
Frisco, Texas 75034

Agency Information

Peter Russell  
Chief of Police  
prussell@neoshomo.gov  
417-451-8012

Neosho Police Department  
Sourcewell #: 32689  
203 E Main St  
Neosho, Missouri 64850

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Description of Services
- (d) **Exhibit C** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

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.

**Neosho Police Department**

**Lexipol, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Peter Russell

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Exhibit A**

**SELECTED SERVICES AND ASSOCIATED FEES**

Agency is purchasing the following:

**Order Summary**

001 Lexipol Policy Subscription (2026-03-01 to 2027-02-28)							
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended	
24	Annual Law Enforcement Policy Manual & Daily Training Bulletins	\$15,459.00	10%	\$1,545.90	\$0.00	\$13,913.10	
24	Annual Law Enforcement Supplemental Manual(s)	\$1,618.00	10%	\$161.80	\$0.00	\$1,456.20	
				Discount:	\$1,707.70	Subtotal:	\$15,369.30

002 Full Implementation (One Time)							
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended	
1	Law Enforcement Full Implementation	\$19,240.00	10%	\$1,924.00	\$0.00	\$17,316.00	
1	Law Enforcement Agency-Specific Content Extraction	\$3,515.00	10%	\$351.50	\$0.00	\$3,163.50	
				Discount:	\$2,275.50	Subtotal:	\$20,479.50

Discount:	\$3,983.20
Subtotal:	\$35,848.80
Tax:	
Total Due:	\$35,848.80

**Discount Notes**

5% discount for Sourcewell Membership. Additional 5% discount for agency assistance.

**Notes**

Content Extraction based on 300 pages of text content.

## Exhibit B Description of Services

### **If Professional Services solutions are included in your purchase, the following additional terms apply:**

#### **Cancellation and Rescheduling of Meetings**

Both the Customer and Vendor recognize that the nature of professional services engagements may necessitate changes to scheduled meetings due to unforeseen circumstances. In the event that either party needs to cancel or reschedule a planned meeting, the following terms shall apply:

1. **Notice of Change:** The party requesting the change must provide email notice to the other party as soon as reasonably possible. A minimum notice period of one (1) business day prior to the scheduled meeting time is required, except in cases of emergency.
2. **Rescheduling Efforts:** Upon receiving a notice of change, both parties agree to make a good faith effort to reschedule the meeting at a mutually convenient time. The party initiating the change shall propose at least two alternative dates and/or times within 5 business days of the original meeting date.
3. **Emergency Cancellations:** Recognizing that emergencies can arise, a shorter notice period may be acceptable at the discretion of the non-initiating party. In such cases, both parties agree to work collaboratively to reschedule the meeting as soon as possible.
4. **Repeated Cancellations:** If either party cancels or requests to reschedule meetings on more than three (3) occasions without adequate notice or justification, it may be considered a breach of the terms of this engagement, subject to review and discussion between the parties to address the impact on the project timelines and deliverables.
5. **Communication:** All notifications regarding meeting cancellations or rescheduling should be communicated through the designated points of contact for each party, using the agreed-upon methods of communication (e.g., email, project management software).

#### **Time is of the essence:**

The parties agree that time is of the essence in the performance of the obligations under this Statement of Work (SOW). Lexipol Professional Service shall adhere to the project schedule, milestones, and delivery dates specified herein, recognizing that timely completion is a critical component of the services being provided. Lexipol will recommend a project schedule that has been successful in allowing agencies to complete their policy work within the prescribed timelines. These can be adjusted to fit the needs of the agency/staff availability, but any request by the agency to extend time for performance beyond timeline end dates must be mutually agreed upon by both parties. If Lexipol Professional Services observes that the project is at risk of exceeding the planned duration, an escalation email and conversation will take place with the agency CEO to notify of the schedule concern and discuss a remediation plan to address.

#### **Personnel Changes**

Lexipol acknowledges the importance of consistency and continuity in the resources allocated to this project to ensure its successful completion. While we endeavor to maintain the same personnel on the project throughout its duration, we reserve the right to change assigned resources as necessary. Changes in personnel may occur due to unforeseen circumstances such as illness, resignation, or other reasons that may prevent the originally assigned resources from continuing the project. In the event of a change in personnel, Lexipol guarantees that any new resources assigned will possess equivalent qualifications, experience, and expertise necessary to meet or exceed the project's requirements. We are committed to ensuring a seamless transition, minimizing any potential impact on the project timeline and quality of deliverables. Lexipol will provide timely notice to the Customer of any changes in project personnel, along with details of the replacement resource's qualifications and the plan for transition to maintain project continuity.

If personnel changes happen on the Agency side of the project, Lexipol requests that the agency notify the Professional Services Specialist assigned to the project. The Specialist will then work with the agency contacts to determine if there will be a schedule delay while new resources are identified. Once the new resources are onboard, the Specialist will provide a project status overview, training on the KMS Platform, and review of how to view and make any revisions to policies already covered by the project. The project effort will not reset and begin from the beginning, however, to redo any policy decisions that were previously made. The project will resume at the point left off and cover the remaining policies and system functionality.

**All services listed in this SOW are services provided in conjunction with other Lexipol subscription services and cannot be ordered as a standalone offering.**

#### **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

## Exhibit C Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol, LLC (“Lexipol”) and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. **Definitions.** Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 **“Agency”** means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 **“Agency Data”** means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 **“Agreement”** means the combination of the cover sheet; Exhibit A (“Selected Services and Associated Fees”); Exhibit B (Description of Services); this Exhibit C (“Terms and Conditions of Service”); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 **“Custom Agreement Terms”** refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 **“Initial Term”** means the initial period of time in which Agency has elected to receive Lexipol Services.

1.6 **“Initial Term Start Date”** is specified on the cover sheet and represents the first day of the Initial Term.

1.7 **“Initial Term End Date”** is specified on the cover sheet and represents the last day of the Initial Term.

1.8 **“Lexipol Content”** means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 **“Services”** means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. **Term; Renewal.** This Agreement becomes enforceable upon signature by Agency’s authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. **Termination.**

3.1 **For Convenience; Non-Appropriation.** During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

3.2 **For Cause.** This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement for any reason,

Agency's access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

**4. Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

**5. Terms of Service.** The following provisions govern access to and use of specific Lexipol's Services:

**5.1 Online Services.** Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

**5.2 Professional Services.** Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

**5.3 Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. 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 usernames and/or passwords.

**5.4 Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

**5.5 Intellectual Property.** Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency

beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

**6. Confidentiality.** Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

**7. Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

**8. Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

**9. General Terms.**

**9.1 Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

**9.2 General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

**9.3 Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**9.4 Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**9.5 Assignment.** This Agreement may not be assigned by either party without the prior written consent of the

other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

**9.6** **Waiver**. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

**9.7** **Notices**. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



# Lexipol Solutions Proposal for Neosho Police Department

**Prepared for:**

Lexipol LLC

**Prepared by:**

Tyler St. Clair

tst.clair@lexipol.com

(469) 314-2877

Lexipol LLC

2611 Internet Blvd., Ste. 120

Frisco, Texas 75034

[www.lexipol.com](http://www.lexipol.com)

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**REQUESTED COUNCIL MEETING DATE:** February 3, 2026

**ITEM:** **Bill No. 2026-10: Contract with Lexipol for Fire Department Polices**

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**ORIGINATING DEPARTMENT:** Fire Department

**ATTACHMENT:**

- 1. Bill No. 2026-10 Agreement w-Lexipol - NFD**
  - 2. Lexipol FD Proposal**
  - 3. Lexipol Contract RFP011822**
- 

**PURPOSE:**

The purpose of this item is to approve a contract with Lexipol, LLC to update current policies and SOGs for best practices for the Neosho Fire Department.

**BACKGROUND:**

Since my employment with the City of Neosho began, I have conducted a review of our Fire Department policies. It is evident that these policies are outdated and have not been revised to reflect current standards and legislation. Lexipol is a professional organization specializing in policy management; their legal team ensures that all policies comply with relevant regulations and industry best practices. Their expertise will address existing limitations and assist us in enhancing safety measures and service delivery for our community. This initiative is not included in the current budget and will require funding from the fund balance. The City attorney has reviewed and approved the contract with Lexipol, a Sourcewell vendor. The total cost for full implementation is \$34,123.50, with an annual maintenance fee of \$12,312.00 for ongoing reviews and updates.

**RECOMMENDATION:**

I recommend approval of the contract and authorization for the Mayor to execute.

**AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Lexipol, LLC, a Delaware limited liability company, for the purpose of providing annual policy and training subscription and implementation services for the Neosho Fire Department; and authorizing the Neosho Fire Chief to execute the same by and on behalf of the City of Neosho.**

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

**Section 1.** That the Agreement by and between the City of Neosho, Missouri, and Lexipol, LLC, a Delaware limited liability company, for the purpose of providing annual policy and training subscription and implementation services for the Neosho Fire Department, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

**Section 2.** That the Neosho Fire Chief is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

**Section 3.** That this ordinance shall be in full force and effect on \_\_\_\_\_, 2026

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 17th day of February, 2026, by a vote of 2026.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Richard Davidson, Mayor

ATTEST:

\_\_\_\_\_  
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

\_\_\_\_\_  
Derek A. Snyder, City Attorney



MASTER SERVICE AGREEMENT

Initial Term Start Date: 02/01/2026

Initial Term End Date: 01/31/2027

Account Executive Information

Frank Jekiel
Senior Account Executive
fjekiel@lexipol.com
(469) 314-2739

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Aaron Houck
Chief
ahouk@neoshomo.org
(417) 451-8021

Neosho Fire Department
125 N College St
Neosho, Missouri 64850

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

- (a) this Cover Sheet
(b) Exhibit A - Selected Services and Associated Fees
(c) Exhibit B - Description of Services
(d) Exhibit C - Terms and Conditions of Service

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.

Neosho Fire Department

Lexipol, LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

001 Subscription Services						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
27	Annual Fire Policy Manual & Daily Training Bulletins	\$10,514.00	10%	\$1,051.40	\$0.00	\$9,462.60
27	Annual Fire Supplemental Manual(s)	\$1,873.00	10%	\$187.30	\$0.00	\$1,685.70
27	Annual Fire Procedures	\$1,293.00	10%	\$129.30	\$0.00	\$1,163.70
				Discount:	\$1,368.00	
					Subtotal:	\$12,312.00

002 Implementation Services						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	Fire Full Implementation	\$19,795.00	10%	\$1,979.50	\$0.00	\$17,815.50
1	Fire Agency-Specific Content Extraction	\$4,440.00	10%	\$444.00	\$0.00	\$3,996.00
				Discount:	\$2,423.50	
					Subtotal:	\$21,811.50

Discount:	\$3,791.50
Subtotal:	\$34,123.50
Tax:	
Total Due:	\$34,123.50

## Exhibit B

### Description 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

#### **If Professional Services solutions are included in your purchase, the following additional terms apply:**

##### **Cancellation and Rescheduling of Meetings**

Both the Customer and Vendor recognize that the nature of professional services engagements may necessitate changes to scheduled meetings due to unforeseen circumstances. In the event that either party needs to cancel or reschedule a planned meeting, the following terms shall apply:

1. **Notice of Change:** The party requesting the change must provide email notice to the other party as soon as reasonably possible. A minimum notice period of one (1) business day prior to the scheduled meeting time is required, except in cases of emergency.
2. **Rescheduling Efforts:** Upon receiving a notice of change, both parties agree to make a good faith effort to reschedule the meeting at a mutually convenient time. The party initiating the change shall propose at least two alternative dates and/or times within 5 business days of the original meeting date.
3. **Emergency Cancellations:** Recognizing that emergencies can arise, a shorter notice period may be acceptable at the discretion of the non-initiating party. In such cases, both parties agree to work collaboratively to reschedule the meeting as soon as possible.
4. **Repeated Cancellations:** If either party cancels or requests to reschedule meetings on more than three (3) occasions without adequate notice or justification, it may be considered a breach of the terms of this engagement, subject to review and discussion between the parties to address the impact on the project timelines and deliverables.

5. **Communication:** All notifications regarding meeting cancellations or rescheduling should be communicated through the designated points of contact for each party, using the agreed-upon methods of communication (e.g., email, project management software).

**Time is of the essence:**

The parties agree that time is of the essence in the performance of the obligations under this Statement of Work (SOW). Lexipol Professional Service shall adhere to the project schedule, milestones, and delivery dates specified herein, recognizing that timely completion is a critical component of the services being provided. Lexipol will recommend a project schedule that has been successful in allowing agencies to complete their policy work within the prescribed timelines. These can be adjusted to fit the needs of the agency/staff availability, but any request by the agency to extend time for performance beyond timeline end dates must be mutually agreed upon by both parties. If Lexipol Professional Services observes that the project is at risk of exceeding the planned duration, an escalation email and conversation will take place with the agency CEO to notify of the schedule concern and discuss a remediation plan to address.

**Personnel Changes**

Lexipol acknowledges the importance of consistency and continuity in the resources allocated to this project to ensure its successful completion. While we endeavor to maintain the same personnel on the project throughout its duration, we reserve the right to change assigned resources as necessary. Changes in personnel may occur due to unforeseen circumstances such as illness, resignation, or other reasons that may prevent the originally assigned resources from continuing the project. In the event of a change in personnel, Lexipol guarantees that any new resources assigned will possess equivalent qualifications, experience, and expertise necessary to meet or exceed the project's requirements. We are committed to ensuring a seamless transition, minimizing any potential impact on the project timeline and quality of deliverables. Lexipol will provide timely notice to the Customer of any changes in project personnel, along with details of the replacement resource's qualifications and the plan for transition to maintain project continuity.

If personnel changes happen on the Agency side of the project, Lexipol requests that the agency notify the Professional Services Specialist assigned to the project. The Specialist will then work with the agency contacts to determine if there will be a schedule delay while new resources are identified. Once the new resources are onboard, the Specialist will provide a project status overview, training on the KMS Platform, and review of how to view and make any revisions to policies already covered by the project. The project effort will not reset and begin from the beginning, however, to redo any policy decisions that were previously made. The project will resume at the point left off and cover the remaining policies and system functionality.

**All services listed in this SOW are services provided in conjunction with other Lexipol subscription services and cannot be ordered as a standalone offering.**

**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

**Fire Procedures**

- Clear and accessible procedures are imperative to ensure safe, effective and consistent emergency response and personnel interactions. Lexipol's fire procedures, based on national best practices, give you critical operational and administrative procedures as well as a template to build on. More than 35 best practice procedures designed to support safe and effective operations
- Tactical procedures address the operations most often cited as contributing to firefighter injury or death as well as the most common call types
- Administrative procedures address the areas of highest legal liability as well as best practices for organizational success
- Scenario-based training reinforces live training
- Mobile-friendly decision trees and checklists prevent essential steps from being missed

## Exhibit C Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol, LLC (“Lexipol”) and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. **Definitions.** Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 **“Agency”** means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 **“Agency Data”** means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 **“Agreement”** means the combination of the cover sheet; Exhibit A (“Selected Services and Associated Fees”); Exhibit B (Description of Services); this Exhibit C (“Terms and Conditions of Service”); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 **“Custom Agreement Terms”** refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 **“Initial Term”** means the initial period of time in which Agency has elected to receive Lexipol Services.

1.6 **“Initial Term Start Date”** is specified on the cover sheet and represents the first day of the Initial Term.

1.7 **“Initial Term End Date”** is specified on the cover sheet and represents the last day of the Initial Term.

1.8 **“Lexipol Content”** means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 **“Services”** means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. **Term; Renewal.** This Agreement becomes enforceable upon signature by Agency’s authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. **Termination.**

3.1 **For Convenience; Non-Appropriation.** During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

3.2 **For Cause.** This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt

of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to [taxes@lexipol.com](mailto:taxes@lexipol.com).

**5. Terms of Service.** The following provisions govern access to and use of specific Lexipol's Services:

**5.1 Online Services.** Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

**5.2 Professional Services.** Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

**5.3 Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. 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 usernames and/or passwords.

**5.4 Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

**5.5 Intellectual Property.** Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

**6. Confidentiality.** Each Party may disclose information to the other Party that would be reasonably considered confidential,

including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

**7. Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

**8. Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

**9. General Terms.**

**9.1 Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

**9.2 General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

**9.3 Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**9.4 Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**9.5 Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

**9.6 Waiver.** Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

**9.7 Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

**Solicitation Number: RFP #011822****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Lexipol, LLC, 2611 Internet Blvd., Suite 100, Frisco, TX 75034 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Training and Simulation Equipment and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 23, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and

- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

*5. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Lexipol, LLC

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/18/2022 | 4:07 PM CDT

DocuSigned by:  
*Van Holland*  
By: E730CB10CB894D6...  
Van Holland  
Title: Chief Financial Officer  
Date: 3/28/2022 | 2:52 PM PDT

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 3/28/2022 | 5:23 PM CDT

# RFP 011822 - Public Safety Training and Simulation Equipment and Technology

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## Vendor Details

Company Name: Lexipol, LLC  
Address: 2611 Internet Blvd Suite 100  
Frisco, Texas 75034  
Contact: Linda Ortiz  
Email: lortiz@lexipol.com  
Phone: 954-629-6957  
Fax: 404-886-5652  
HST#: EIN 71-0934113

## Submission Details

Created On: Friday January 14, 2022 12:26:40  
Submitted On: Tuesday January 18, 2022 14:17:10  
Submitted By: Jeff Oathout  
Email: joathout@lexipol.com  
Transaction #: 21ad5a82-2382-429a-b8fd-07c0459b07d5  
Submitter's IP Address: 107.3.202.156

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Lexipol, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Lexipol, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Lexipol, LLC
4	Provide your CAGE code or DUNS number:	CAGE Code 4J5F4 DUNS Number 146103077
5	Proposer Physical Address:	2611 Internet Blvd Suite 100 Frisco, TX 75034
6	Proposer website address (or addresses):	<a href="https://www.lexipol.com/">https://www.lexipol.com/</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Van Holland Chief Financial Officer 2611 Internet Blvd Suite 100 Frisco, TX 75034 vholland@lexipol.com 9493508040
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Linda Ortiz Director of Sales - Fire/EMS Learning 2611 Internet Blvd Suite 100 Frisco, TX 75034 lortiz@lexipol.com 4159924246
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeff Oathout Director of Sales - Fire Policy 2611 Internet Blvd Suite 100 Frisco, TX 75034 4048865652

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Lexipol is the industry leading provider of policy, procedure, online training, wellness, and grant services for public safety. Lexipol was founded in 2003 by Gordon Graham and Bruce Praet, both former law enforcement officers and attorneys with extensive experience in risk management. Mr. Graham and Mr. Praet identified that many public safety agencies lack sound, up-to-date, constitutionally sound policies. To address this need, they developed comprehensive, state-specific public safety policy manuals backed by daily training to reinforce policy understanding and use. Today, Lexipol serves more than 8,000 public safety and local government organizations in 50 states, Canada and five industries: fire and rescue, law enforcement, corrections, emergency medical services (EMS) and local government. The company serves more than 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries.
11	What are your company's expectations in the event of an award?	To have an opportunity to increase exposure and provide a streamlined procurement process for public safety and local government agencies evaluating and selecting an online learning and policy training solution.

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Lexipol has been in business for over 19 years, is profitable and are backed by GTCR, a global private equity firm with over \$16.6 billion in assets under management.	*
13	What is your US market share for the solutions that you are proposing?	13%	*
14	What is your Canadian market share for the solutions that you are proposing?	>5%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Service Provider</p> <p>b) SALES TEAM We know what it means to serve. Lexipol currently employs a team of dedicated individuals who represent a combined 2,075 years of experience in public safety. With principal offices in Dallas and California and remote team members nationwide, Lexipol offers a vibrant culture and growth-oriented environment where talented employees develop hands-on experience in technology, marketing, editorial, production, product development, operations, and business management—while also watching firsthand how their efforts enable our customers to save lives and protect our communities.</p> <p>PROJECT TEAM</p> <p>Professional Services Implementation Every department and agency will participate in an onboarding process conducted by our Professional Service Implementation team. This group of passionate professionals focuses on product implementation, initial training on the platform features, technical support, and reporting.</p> <ul style="list-style-type: none"> <li>This team is led by Bill McAuliffe, Director Professional Service, <a href="mailto:BMcAuliffe@Lexipol.com">BMcAuliffe@Lexipol.com</a></li> </ul> <p>Customer Success Manager (CSM) Every agency will be assigned a dedicated CSM. The CSM is the primary point of contact for all organization personnel. The CSM provides ongoing training and support in terms of web-based demonstrations of new features, training plan and daily training bulletin guidance, assistance in course and content development, uploading documents and all matters related to the end users.</p> <ul style="list-style-type: none"> <li>This team is led by Brandon Almdarez, Director Customer Success, <a href="mailto:BAlemdarez@Lexipol.com">BAlemdarez@Lexipol.com</a></li> </ul> <p>Lexipol Policy Content Review Team Lexipol assists its customers by leveraging a team of dedicated individuals with experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, internal affairs, hazmat and more. This team reviewed more than 15,000 pieces of legislation and regulatory changes last year.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	None	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	To the organization's knowledge, there is no suspension or debarment information which applies to the organization.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>"Since 2017, Lexipol has received more than 20 awards for our policy management and wellness solutions, corporate actions in response to COVID, and analysis and commentary on our media sites. Some highlights include:</p> <p>COVID Response  In March 2020 Lexipol introduced the Coronavirus Learning &amp; Policy Center, which provides public safety agencies free access to a Learning Management System with online courses, policies, and grant assistance related to the pandemic. The Center has won multiple awards, including:  -Gold for Corporate Social Responsibility, 2021 MUSE Creative Awards  -Silver Award for Company Response of the Year to COVID-19 in the Globee® Awards 13th Annual 2021 Golden Bridge Business and Innovation Awards  -Silver Stevie® Award in the 17th Annual International Business Awards® (2020)  -Social Impact Award in the ParDreamies award program hosted by Sercante, a Salesforce partner (2021)</p> <p>General  -Winner, 2021 Business Intelligence Group Innovation Awards. Lexipol was recognized for its vision, creativity and persistence through continued innovation in public safety and its active, effective response to the rapidly changing events of 2020.</p> <p>Wellness App (Cordico)  -2021 Sacramento Region Innovation Award in the Government, Civic and Mobility category  -Named a vetted and approved product by the Fraternal Order of Police (FOP) Division of Wellness Services, making it among the very first wellness products approved by the FOP</p> <p>Media Sites  Lexipol's media sites, including FireRescue1, EMS1 and Police1, have been recognized for editorial excellence for nine consecutive years with 18 awards, including:  -Best News Feature in the 2021 International Association of Fire Fighters (IAFF) Media Awards  -2021 Eddie Award for Best Overall B2B Column in the 2021 FOLIO: Eddie &amp; Ozzie Awards  -2020 Eddie Award for Best Newsletter (B2B) for the Leadership Briefing - Police1  -2020 Eddie Award for Best Column/Blog (B2B) for its "From the Editorial Director" column by Greg Friese, an educator, author and national registry paramedic - EMS1</p> <p>Policy Management  -Finalist in the 2021 Software as a Services (SaaS) Awards program in the Best SaaS Product for Health &amp; Safety or Risk Management category"</p>
20	What percentage of your sales are to the governmental sector in the past three years	98%
21	What percentage of your sales are to the education sector in the past three years	2%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While the organization participates in certain cooperative purchasing agreements, the specific nature of each (and particularly including sales volume and/or revenue figures) are confidential and may not be disclosed through a proposal process.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Clayton County Emergency Services (GA)	Chief of Staff Laura Richardson	770-473-7833	*
Lubbock Fire Rescue (TX)	Captain Randy Lammons	806-775-3447	*
Sedona Fire District (AZ)	Captain Michael Duran	928-600-9042	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Hillsborough County Fire Rescue	Government	Florida - FL	Policy & Training	1,000 users	N/R	*
Suffolk County Police Department	Government	New York - NY	Policy & Training	2,700 users	N/R	*
University Hospital Systems Cleveland	Education	Ohio - OH	Learning Management System	6,590 users	N/R	*
Austin Fire Department	Government	Texas - TX	Learning Management System	1,700 users	N/R	*
Dallas Police Department	Government	Texas - TX	Learning Management System	3,275 users	N/R	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	We know what it means to serve. Lexipol currently employs a team of dedicated individuals who represent a combined 2,075 years of experience in public safety. With principal offices in Dallas and California and remote team members nationwide, Lexipol offers a vibrant culture and growth-oriented environment where talented employees develop hands-on experience in technology, marketing, editorial, production, product development, operations, and business management—while also watching firsthand how their efforts enable our customers to save lives and protect our communities.	*
27	Dealer network or other distribution methods.	ESO Channel Partner Agreement. Since 2004 ESO created innovative software to meet the changing needs of EMS agencies, fire departments, hospitals, and state EMS offices.	*

28	Service force.	<p>Professional Services Implementation</p> <p>Every department and agency will participate in an onboarding process conducted by our Professional Service Implementation team. This group of passionate professionals focuses on product implementation, initial training on the platform features, technical support, and reporting.</p> <ul style="list-style-type: none"> <li>This team is led by Bill McAuliffe, Director Professional Service, BMAuliffe@Lexipol.com</li> </ul> <p>Customer Success Manager (CSM)</p> <p>Every agency will be assigned a dedicated CSM. The CSM is the primary point of contact for all organization personnel. The CSM provides ongoing training and support in terms of web-based demonstrations of new features, training plan and daily training bulletin guidance, assistance in course and content development, uploading documents and all matters related to the end users.</p> <ul style="list-style-type: none"> <li>This team is led by Brandon Almendarez, Director Customer Success, BAAlmendarez@Lexipol.com</li> </ul> <p>Lexipol Policy Content Review Team</p> <p>Lexipol assists its customers by leveraging a team of dedicated individuals with experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, internal affairs, hazmat and more. This team reviewed more than 15,000 pieces of legislation and regulatory changes last year.</p> <p>LOCAL SERVICE SUPPORT</p> <p>Client Support Resources and Hours</p> <ul style="list-style-type: none"> <li>Hours 7 am – 7 pm CT</li> <li>Online help video library 24/7</li> <li>Email messaging direct to support team</li> </ul>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	ESO may initiate purchases under this agreement only by submitting purchase orders to Lexipol with each purchase order to specify the buying organization name, product type and pricing.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>360 Implementation</p> <p>1. Welcome</p> <p>Welcome email ("Welcome – Next Steps")</p> <p>Account setup - Return completed agency roster</p> <p>Onboarding - Schedule through email link a time convenient for you</p> <p>2.Implementation</p> <p>Attend 1:1 implementation meeting with Lexipol specialist</p> <p>Introduction to learning platform</p> <p>Define and complete implementation goals and feature setup</p> <p>Review user management processes</p> <p>Review library of courses and videos</p> <p>3. Ongoing Customer Support</p> <p>Meet your designated Customer Success Manager</p> <ul style="list-style-type: none"> <li>Make account changes (e.g., new users)</li> <li>Answer account and services-related questions</li> <li>Learn about content and platform enhancements</li> </ul> <p>4. Professional Services Support (Annual)</p> <p>Review annual plans</p> <p>Review recertification requirements</p> <p>Discuss department changes and needs</p> <p>Implement new features</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Lexipol's online learning solution is available in all 50 states. Our policy and policy training solution is available in 35 states (LE) / 28 states (Fire) / 31 states (Corrections) / national (GOV) due to maintaining state legislative content compliance. Lexipol will leverage its marketing, sales development and sales team resources to support Sourcwell participating entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Lexipol is able to offer our online learning solution and course content throughout Canada. We will leverage our marketing, sales development and sales team resources to support Sourcwell participating entities.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Lexipol's online learning solution is available in all 50 states. Our policy and policy training solution is available in 35 states (LE) / 28 states (Fire) / 31 states (Corrections) / national (GOV) due to maintaining state legislative content compliance.	*
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None	*

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*
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**Table 7: Marketing Plan**

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Lexipol uses multiple channels to drive leads and product awareness, including thought leadership content, email campaigns and exhibition at more than 100 national, regional, and state trade shows in the public safety and local government sector. Leads are moved through a scoring process that considers the level of engagement and the contact's decision-making authority. Once leads are qualified, our Sales Development Representatives use one-on-one engagement to schedule product demos. Sales Account Executives present the product demos and follow up to answer any remaining questions and provide additional collateral to support the sales process.</p> <p>Lexipol's marketing plan will be multifaceted and widespread. Lexipol will start with a website announcement of the partnership which allows organizations to leverage Sourcewell's Cooperative Purchasing program for the acquisition of Lexipol products and services. This announcement will be published on all media resources to include FireRescue1, EMS1, Police1, and several others to provide for available media saturation. Lexipol will then initiate a marketing campaign announcing to current and potential agencies that Lexipol is doing business with Sourcewell and that we now have an additional purchasing option to help them not only acquire Lexipol products and services but streamline and accelerate the purchasing by avoiding RFP process. There will also be virtual and tangible collateral that will be made available to Lexipol's robust Sales Teams to share at conferences and trade shows demonstrating the relationship with Sourcewell. The Sales Team will also participate in initial and ongoing training to encourage organizations to leverage the Sourcewell program during the sales process.</p> <p>Along with the Sales Team, the Lexipol Grants Team will offer Sourcewell as an option when assisting agencies applying for grants to purchase Lexipol products.</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Lexipol employs a comprehensive technology and digital marketing strategy to enhance brand awareness and guide leads through the marketing funnel to sales closure. Through our marketing automation system, Pardot, we monitor and track campaign effectiveness and employ strategies such as optimizing send time for marketing emails based on the user's engagement history. All emails, advertisements, and thought leadership offerings are assigned campaigns in Salesforce, which are then tracked to show campaign influence in creating sales opportunities. Marketing efforts are analyzed monthly and finetuned based on prior campaign effectiveness. At the heart of Lexipol's marketing efforts is our commitment to producing high-quality thought leadership - webinars, white papers, explainers, ebooks, blog articles and more - that build trust in the Lexipol brand and provide ways for future customers to engage with Lexipol. These "top of the funnel" leads are then scored and nurtured through the sales journey. Lexipol also uses digital advertising - both on our own media sites as well as in external industry media - to build awareness, remain top of mind and drive leads. All digital content, such as blogs and webinars, is optimized for online search with keywords, image tags and title tags. Lexipol also maintains an active social media presence, reaching audiences several times daily with thought leadership, product promotions and customer testimonials as well as boosting our partners' messages.</p>	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's role upon contract award will be helping Lexipol streamline procurement processes, reduce the need for RFP response and provide a portal for agencies to search our products and connect to purchase. Lexipol utilizes an agency centered consultative process that helps agencies determine the most appropriate process to secure our services which will include leveraging the Sourcewell contract.</p>	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Lexipol provides an e-procurement solution for individuals (not agencies) in need of continuing education to maintain EMS certification.</p>	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training for use of the products is conducted virtually by Lexipol's Professional Services Team. Customers receive training to ensure that they have a thorough knowledge of the platforms and how to operate within them. Product training is included in the prices provided.
41	Describe any technological advances that your proposed products or services offer.	Both the Learning Management Systems and The Knowledge Management System is compatible across almost all devices. The KMS is available in Android and IOS apps for smartphones and tablets. The technology will read the content to the users as well as have the availability to voice search content.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Lexipol is unique in its ability to offer public safety and local government a comprehensive way to manage risk and develop safer, more effective personnel. Our online training, policy management and wellness solutions work together to prepare employees for the high-risk, low-frequency events that lead to the greatest harm and costs. We also bring unprecedented experience to our products, with a staff representing thousands of years of collective public safety, government and legal experience. These employees provide expertise in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat and more. Lexipol's online training is unique in its scope - more than 3,300 accredited training courses. Our policy management platform is the only solution available to public safety agencies that provides continuous monitoring for new state and federal legislation and electronic policy updates; our legal and content teams reviewed more than 15,430 new laws and regulations in 2021, resulting in more than 660 policy updates. And our award-winning wellness app provides an industry-leading confidentiality promise while connecting personnel to life-saving assessments, wellness guides and 24/7 crisis services. Finally, Lexipol's Grant Services division helps public safety agencies and local government identify and apply for grants, with more than \$300 million in grant funding secured for a wide array of products - many of which can be sourced through Sourcewell. This means Sourcewell participating entities will not only be able to access Lexipol's products and services, but will also have the opportunity to obtain grant funding that can be used to purchase other products as well. With Lexipol, Sourcewell participating entities will have access to a range of resources and subject matter expertise far beyond what is found in the typical public safety or government agency.

**Table 9A: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	N/A	*
51	What are your proposed exchange and return programs and policies?	N/A	*
52	Describe any service contract options for the items included in your proposal.	N/A	*

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	<p>Uptime Commitment</p> <p>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", the 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 measure based on the industry standard monitoring tools.</p> <p>Exclusions from Uptime Performance</p> <p>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.</p>
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	For issues relating to Lexipol's online, cloud-based Services (e.g. LMS, 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.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Lexipol will invoice Agency at the commencement of the contract term and thirty (30) days prior to the date for each renewal period, as applicable. Agency will pay to Lexipol the fee(s) specified on each invoice within thirty (30) days following receipt of the invoice. All invoices will be sent to Agency at the address designated by Agency in writing. All payments will be made by electronic transfer or immediately available funds or by mailing a check to Lexipol at 2611 Internet Blvd, Ste 100, Frisco, TX 75034 (Attn: Accounts Receivable).
56	Describe any leasing or financing options available for use by educational or governmental entities.	None
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Lexipol will include the following documents in an executable contract (see examples in upload section): Master Service Agreement including product form, terms and conditions, and cloud based service level agreement
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No, Lexipol accepts ACH and check payments.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Contracts awarded under this agreement will be given a 5% discount on each line item of the contract. Contracts contain annual subscriptions, proration, and/or implementation depending on the terms agreed to during the sale process. The discount awarded through this agreement will not be added to other discounts provided but will be the minimum discount given when utilizing the agreement. Detail pricing uploaded in documents section of proposal.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Contracts awarded under this agreement will be given a 5% discount on each line item of the contract. Contracts contain annual subscriptions, proration, and/or implementation depending on the terms agreed to during the sale process. The discount awarded through this agreement will not be added to other discounts provided but will be the minimum discount given when utilizing the agreement.
61	Describe any quantity or volume discounts or rebate programs that you offer.	N/A
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Implementation Policy implementation is based on a flexible pricing model that reflects the project's potential timeline and scope, which can range from a basic policy cross-reference to full implementation assistance. Several factors are used to determine pricing, including level of assistance requested by the organization, page count of current organizational content, number of employees and organization's legal involvement. This information is obtained during the sales process and the implementation pricing is disclosed to the organization prior to contract execution. Implementation services are a one-time incurred cost (not a recurring subscription).
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	d. other than what the Proposer typically offers (please describe).	Purchases acquired as a result of this contract will not only receive a 5% discount on annual subscription (which is typical), they will receive a 5% discount on all professional/implementation services which deviates from traditional agreements.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Lexipol will create a Sourcewell designation and coinciding pricing in our client records management system to ensure all Sourcewell contract opportunities are appropriately priced and tracked. A Sourcewell contract report will be generated each quarter to ensure accuracy of pricing and administrative fees paid.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sales cycle durations, number of RFP responses, sales goal attainment by state and product offering.
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Lexipol agrees to award Sourcewell a 2% administrative fee in exchange for Sourcewell facilitating the resulting contracts.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Products and Services</p> <p>Lexipol Learning Management System (LMS) Lexipol's Online Learning academies, FireRescue1 Academy, PoliceOne Academy, EMS1 Academy, CorrectionsOne Academy and LocalGovU, optimize the training experience for organizations of any size. The solution combines online learning content, training workflow, tracking, and reporting features. The full spectrum of training needs is covered in one platform. Each academy includes the world's largest library for public service professionals.</p> <p><b>ANNUAL SUBSCRIPTION SERVICE</b> The following products are offered on an annual basis and are included in an annual subscription.</p> <ul style="list-style-type: none"> <li>• Complete Pre-built Learning Plans ~ Auto Assignments</li> <li>• Custom Course Building Tool</li> <li>• External Training Tracker</li> <li>• Credential tracking</li> <li>• ISO Tracking</li> <li>• Notification Manager</li> <li>• Training Calendar</li> <li>• Report Builder</li> <li>• Content Library</li> </ul> <p>Complete Pre-Built Learning Plans ~ Auto Assignments Our platform offers the capability to schedule online training and align it with internal training calendars and control access to online courses and material. Whether it's a simple assignment with one course or a learning plan of dozens of courses – administrators and instructors can easily track progress and activity. Both the assignment dashboard and reports features provide various filters to manage assignments, including assignment name, progress percentage, progress status, or training start or end dates. Member admins can schedule assignment release dates and due dates based on specific dates or in alignment with credential renewal timelines.</p> <p>Custom Course Building Tool Upload and build your own agency-specific content, including tests, to assign to personnel. Six templates are available to assist in organization of course assets and creation including single video course, external training course, SCORM course (using third-party authoring tools), full length course (standard one-hour courses) or training blocks. Your department can upload an unlimited quantity of custom videos or content, including lesson plans, PowerPoints, Policies, PDF files, Word.doc files, and other documents. Options to create pre-assessment and post- assessment knowledge-based quizzes and exams are available and easy-to-use drag and drop functionality allows users to quickly edit content modules as needed.</p> <p>External Training Tracker Track every activity completed at the organization using the Record External training</p>

module. Organizations can create a blended learning program which reflects all training per personnel in a comprehensive transcript by documenting drill-yard events, hands-on training, and more.

#### Credential tracking

Manage and track credential renewal by level, state, and category (EMT, paramedic, NREMT, etc.). Add category level requirements for credentials where applicable.

#### ISO Tracking

All FireRescue1 Academy courses have been categorized for ISO to display in the available reports and pre-build templates for Driver, Officer and Firefighter are available in the platform. Departments can also use the Custom Course builder to track hands-on activities for company, driver, officer, hazardous materials, and facilities training completed offline. Various levels of reporting are available based on the level of information an Administrator would like to review and are structured in a way to make ISO audits simple.

#### Notification Manager

The Academy features a robust notification manager that allows for action-based notifications, pre-scheduled notifications, recurring notifications, and other notifications that can be targeted to specific groups, organizations, and job titles. Notifications can be configured for assignments, credentials, and reports as needed.

#### Training Calendar

A centralized training calendar exists in both the student and administrator view to visually manage several features by date, including assignments, credentials, training events and more.

#### Report Builder

The platform features a robust reporting tool for creation of recurring or on-demand reports for tracking compliance of personnel assignments and credentials. Administrators can pull reports for members, groups, courses, can export training records based on rank, division, shift, course, policy, assignment, or credential.

#### Content Library

Each of the learning sites hosts a library of hundreds of full-length courses written to laws, guides, and standards that apply to the perspective profession. Some of the standards are NFPA, CAPCE, National Registry, POST, and many more. The courses cover many topics such as basic skills, special operations, officer training, safety, HR compliance, etc. Where applicable Lexipol seeks to get continuing education approvals for content to assist with certification renewals.

#### Site Customization

Individual organizational branding and workflow is important to the success of a training program. At contract execution, Lexipol will work with the organization to customize the site to their needs. These customizations include:

- Department Home Page
- Members, Roles, Groups
- Customizable Settings

#### Department Home Page

Within the platform, your department will have a custom homepage with preferred logo or patch, custom bulletin messaging environment with a rich text editor to share important information and display of featured courses.

#### Members, Roles, Groups

Each user will have a unique profile in the LMS, notating their email, username, department or POST ID, position, and groups in the system. Within their dashboard, members can easily see which courses are assigned to them, manage their credentials, and download certificates of completion. Administrators can adjust each member's access by assigning roles as needed.

The Academy platform comes pre-built with five different roles with various levels of administrative functionality. These roles allow your agency to manage your personnel's access on the platform seamlessly, letting them see and access only what they need to. Custom roles are available upon request.

Easily build and manage custom groups for your personnel, dividing them by certification level, rank, shift or other tailored options.

#### Customizable Settings

From the Admin control panel, organizations can control which content personnel can view, if they are shown correct answers to knowledge checkpoint quizzes, as well as designate the number of attempts and minimum score for quizzes and tests.

#### LEXIPOL ORGANIZATIONAL POLICIES & TRAINING

An integral part of establishing a clear training and career success plan that will meet an organization's strategic/operational goals and expectations is a constantly updated policy manual that becomes the playbook for success. Having a playbook based on Federal/State laws and regulations, industry standards, nationwide best

practices, and court decisions which is constantly updated by attorneys that specialize in government industries (fire, law enforcement, EMS, dispatch, corrections, probation, and human resources) and supported by daily training is a challenge for all organizations small and large. Lexipol comes in to work with the organization to tackle these challenges and reduce risk for the organization and its members by increasing knowledge and retention. Lexipol provides this through an annual subscription and recommended implementation.

Lexipol starts with a policy and procedure solution that provides a legally defensible, constantly updated manual that outlines the expectations upon which career training will be based. This is available anytime to members through web and app-based platforms compatible with most electronic devices. Once the policy and procedure manuals are reflective of up-to-date requirements and organizational goals, those expectations are then applied in scenario-based training, that is developed and provided, on the organizations policies and procedures resulting in increased operational consistency and confidence in the discharge of the duties and tasks outlined.

#### ANNUAL SUBSCRIPTION SERVICE

The following products are offered on an annual basis. The appropriate components for the organization are identified through the sales process and full pricing is disclosed prior to contract execution.

- Policy/Procedure Manuals & Updates
- Daily Training Bulletins
- Web Based and Mobile App Delivery Platform
- Reports
- Supplemental Publication Service
- Platform as a Service
- Accreditation Workbench

#### Policy/Procedure Manuals & Updates

Constitutionally based, constantly updated policies are the foundation for consistent organizational operations and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers all aspects of an organization's operations to include outlining the areas in which training should be focused. The provided policies were researched and written by attorneys, specializing in public safety and local government, and subject matter experts. They are based on Federal/State laws and regulations as well as nationwide best practices with the ability for the organization to customize the content to reflect existing terminology, structure, and operations.

Clear and accessible procedures are imperative to ensure safe, effective, and consistent personnel interactions and emergency response. Lexipol's procedures, based on national best practices, give the organization critical operational and administrative procedures as well as a template to build on. They address the operations most often cited as contributing to injury or death as well as the most common call types. In addition to operations, there are administrative procedures that address the areas of highest legal liability as well as best practices for organizational success. Lexipol's procedures are designed to support safe and effective operations in fire and law enforcement.

Having up-to-date manuals in place creates a need for constant update. Lexipol's legal and content development teams continuously review Federal/State laws and regulations, industry standards, court decisions, and evolving nationwide best practices. When needed, we create new or update current policies and provide them to the organization making it simple and efficient to keep their policy content up to date. The updates are delivered through Lexipol's web-based content delivery platform.

#### Daily Training Bulletins (DTBs)

Lexipol's Daily Training Bulletins are designed to help personnel learn and apply the organization's policy and procedure, if applicable, content through multiple 2-minute, scenario-based training exercises. The scenarios written by people actively employed in the various local government industries to ensure that relevance and appropriate guidance is provided. The exercise provides guidance through an analysis and conclusion, that are included, which walks the with the members hand-in-hand on how to practically apply policy and procedure thereby allowing for increased operational consistency as well as confidence in all levels of responsibility in the organization.

The Daily Training Bulletins also ensure understanding and retention of policy and procedure content by a singular focus on one aspect of the policy or procedure at a time with the potential for repetition under different scenarios. Each bulletin also concludes with a question that the user understood the training objective and application discussed.

The organization may assign or customize and assign the bulletins provided or create their own. The bulletins are complete and ready for assignment once issued to the organization which saves time and money on policy/procedure training development. The ability to customize gives the organization the ability to alter the scenario to reflect a recent occurrence to make it more relevant. The organization can also create their own bulletins to supplement training on local specific content or to enhance what is being provided to focus on a local occurrence that may not be covered in the provided training.

Web-Based Delivery Platform and Mobile App (Knowledge Management System) Lexipol's online content delivery platform, called the Knowledge Management System (KMS), provides secure storage and easy access to all the policy/procedure content, and facilitates staff access to policies and training completion. The KMS is accessible via apps for Android and IOS and is compatible on Windows and Mac. The compatibility allows for 24/7 access over almost any electronic device the organization or individual possesses. (Smartphones, tablets, desktop computers, MDT's, etc.) The system allows for in-the-field access to the information not only operations but reference and continued training by always having the most current version of policies/procedures available.

KMS tracks acknowledgements of new policies read, as well as any revisions to existing policies, and completions of the daily training bulletins. This creates a database to assist the organization in creating more goal focused training to help increase operational effectiveness.

The system also archives the Lexipol information, as well as the organization's custom content, that is changed or revised thereby allowing for the training and differentiation of the old version versus the new. The archive also allows the organization to be able to access the information anytime in the future as the need arises.

#### Reports

Lexipol's KMS provides intuitive reporting capabilities and easy-to-read reports that enhance staff meetings as well as strategic planning for organizational training and goals. The database can be accessed to create and sort reports by multiple parameters to include employee, acknowledgements, policy, procedure, other subgroups (e.g., shift, assignment, etc.), and completion of Daily Training Bulletins by agency member and/or topic. These parameters can also be combined to create fewer more efficient reports. This reduces time supervisors spend verifying policy acknowledgement and training completion while increasing accountability by showing who has not completed assignments. The reports also assist the organization by easily capturing the data in formats that can be stand-alone or compatible with other platforms to merge into other reports.

#### Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) organizes the storage of the organization's specific content giving one place to access protocols, procedures, guidelines, general orders, training guides, career path training plans or secondary policy manuals. SPS also electronically links department-specific procedural or supplemental content to the Lexipol state master policy manual. If the organization is fire or law enforcement, the Lexipol provided procedures are stored in a SPS to clearly delineate what is policy and what is procedure. Organizations can purchase more than one SPS depending on their needs, and it is included in the annual subscription.

#### Accreditation Workbench

Managing the organizations accreditation process is a complex task that requires intimate knowledge of policy, training, and extreme attention to detail. Lexipol's Accreditation Workbench provides an organization's Accreditation Manager access to content and tools that significantly reduce the time and effort required to successfully prepare for and execute an accreditation assessment. The workbench has current standards for supported accreditation programs preloaded and viewable. Lexipol policies are pre-tagged to many applicable standards and the Accreditation Manager can easily add or modify tagging to meet specific program needs. Compliance checklists are preloaded for each standard, clearly detailing required written directives and proofs of compliance (Accreditation Manager can also customize the checklists). The organization can upload, store, and organize proofs of compliance (e.g., documents, videos) in a preformatted electronic folder system that is based on how the accrediting body organizes standards and its accreditation review cycle. It also allows for complete self-assessments by using analysis tools to identify gaps in required proofs of compliance. The workbench streamlines the assessment process by generating printed reports or showing the assessor compliance items stored in the online system.

#### IMPLEMENTATION SERVICE

A recommended one-time cost that is a service to assist policy manual creation and it accompanies the annual subscription. We work hand in hand with the organization to meet their unique needs, philosophy, and project timeline providing start to finish comprehensive policy adoption assistance. Implementation can also be customized to meet organizational needs. The following are included in the implementation services:

- Organizational Policy Cross Reference
- Content Extraction
- Collaborative Tiered or Full Implementation

#### Policy Cross Reference

Making the transition to Lexipol starts with understanding how an organization's current policy content compares with Lexipol's master policy content. Our policy cross reference service provides a logical method to distinguishing between the two. The service includes an analysis of existing policies and procedures to identify content similar to Lexipol's master content, as well as content unique to the organizations jurisdiction and not covered within the Lexipol manual. Existing submitted policies are returned with annotations and tips on how to integrate into the Lexipol master content. There is also a one-on-one review with the organization to discuss the cross-reference report. There are three cross references available depending on organizational needs. They are as follows:

- Standard Cross Reference
- Comprehensive Cross Reference
- Accreditation Cross Reference

#### Agency-Specific Content Extraction

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

Included in content extraction is data entry of organizational 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. Professional Services will assist in deconflicting the information in the SPS with the policy manual and create hyperlinks to information within the platform to ease user access. This ensures consistent, professional formatting for organization's policy-related content and provides the ability to hyperlink related content for enhanced end-user experience.

#### Tiered Implementation

Benefit from our proven, systematic approach to implementing policies. The organization will receive one-on-one collaborative assistance to help review, customize and adopt the policies efficiently and effectively.

- Tier 1: High-Risk Policies

Tier 1 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.

- Tier 2: High-Liability Policies

Tier 2 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.

- Tier 3: Daily Operations Policies

Tier 3 represents about 20% of the manual, including policies needed for orderly daily operations of your organization.

- Tier 4: Defensibility Policies

Tier 4 represents about 20% of the manual, including policies essential to agency and agency member defensibility, including civil liability-related topics.

- Tier 5: Operational Consistency Policies

Tier 5 represents about 20% of the manual, including policies needed to ensure operational consistency across your organization.

#### Full Implementation

Lexipol's Full Implementation Service is individually tailored for agencies who want to start-to-finish, comprehensive policy adoption assistance. Lexipol's experienced Professional Services staff will streamline the process of policy adoption by assisting the organization in developing a policy manual that meets their unique needs, philosophy, and project timeline. They will integrate pre-existing agency content into appropriate sections within the policy manual using a proven structure of policy editing and content merging to create the organizations new policy manual thereby saving the organization countless hours and dollars. This will provide a framework to expedite subsequent policy updates and Daily Training Bulletin administration.

		<p>Full implementation includes start-to-finish comprehensive policy adoption assistance, Policy Cross Reference, and Content Extraction.</p> <p>DELIVERED AND OPERATIONAL</p> <p>Lexipol Policy SaaS applications are multitenant and user/agency data is separated logically via RBAC. Database Infrastructure is encrypted at rest via AES-256 and application traffic is encrypted with TLS1.1 or above.</p> <p>Lexipol Policy SaaS applications are backed by a dedicated, off-site, cross-region Disaster Recovery Datacenter. Backups of all SaaS systems are continuously synchronized to the Disaster Recovery Datacenter and tested via automated means; manual testing is performed regularly. Disaster Recovery and System Restoration policies/procedures are documented, communicated, and tested regularly. Access to the system is granted upon execution of the sales agreement.</p>	
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Public Safety, Administrative Services, Office & Technology	*

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
73	Facilities, structures (fixed or mobile), equipment, props, supplies, and consumables.	<input type="radio"/> Yes <input checked="" type="radio"/> No	
74	Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, or equipment.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Lexipol provides interactive training courses through a proprietary web based platform available 24/7 on computer and mobile devices where connectivity is available.
75	Instructional, educational, and training programs or systems with related materials and supplies.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide a full-service LMS with electronic reporting, tracking and training management, including the ability to upload and assign agency-specific training content, more than 3,300 high-quality accredited training courses and microlearning videos, and 24/7 accessibility from any internet-enabled device. Lexipol adheres to industry standards and state and federal law when creating online learning and policy training content.
76	Services related to the offering of the solutions described in RFP Sections 1. a. – c., including design, installation, maintenance, repair, training, integration, support, and customization.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Each agency begins their journey with platform training and organizational customization conducted by Lexipol's Professional Service Implementation team. Ongoing training, support and customization is handled by our customer success team.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
77	Describe your products/services interoperability with other public safety equipment, software and systems, if applicable.	Our online learning platform integrates with human resources information system (HRIS), records management platform, and scheduling software to streamline training management. We offer Single Sign-on to control LMS access permissions with the agency's identity management system and sync HR information like employee rank, job title, education and professional experience. Lexipol's online learning and policy training solution generate reports in formats accepted by most major software systems. Policy training content can be exported to PDF format or Excel spreadsheet then uploaded for distribution and accreditation reporting purposes.
78	Describe your strategy related to implementation, use of installation partners and integration with other training products and systems if applicable.	Every department and agency will participate in an onboarding process conducted by Lexipol's Professional Service Implementation team. This group of passionate professionals focuses on product implementation, initial training on the platform features, technical support and reporting.
79	Explain your licensing process and service agreements with end users.	Services agreements are renewed on an annual basis unless otherwise noted in the agreement. The start of the subscription is based on the date the agreement is executed unless otherwise noted.
80	Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	All content is constitutionally sound and based on Federal/State laws and regulations, NFPA, OSHA, NIOSH, court decisions, and current industry best practices.
81	Explain and provide information about any design services you provide if applicable.	N/A

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 82. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

## Documents

### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - 2022 Pricing for Sourcewell.xlsx - Saturday January 15, 2022 15:24:27
- [Financial Strength and Stability](#) - Financial Strength & Stability.pdf - Tuesday January 18, 2022 08:18:53
- [Marketing Plan/Samples](#) - Marketing Plan.pdf - Tuesday January 18, 2022 04:43:09
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty.pdf - Tuesday January 18, 2022 04:54:28
- [Standard Transaction Document Samples](#) - Sample Sales Agreement.pdf - Tuesday January 18, 2022 12:36:19
- Upload Additional Document (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeff Oathout, Director of Sales , Lexipol, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_1_PS_Training_Simulation_Eqpt_Tech_RFP_011822</b> Tue December 14 2021 07:23 AM	<input checked="" type="checkbox"/>	2

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**REQUESTED COUNCIL MEETING DATE:** February 3, 2026

**ITEM:** **Bill No. 2026-11: Contract with Joplin Humane Society**

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**ORIGINATING DEPARTMENT:** Police Department

**ATTACHMENT:**

- 1. Bill No. 2026-11 Agreement w-Joplin Humane Society**
  - 2. Neosho MO 2026 Contract Cover Letter**
  - 3. Humane Society Contract 1.1.26 All other Municipalities**
- 

**PURPOSE:**

To request City Council approval of the updated contract with the Joplin Humane Society, reflecting revised service fees, in support of the Police Department's efforts to re-establish the Animal Control Officer (ACO) program

**BACKGROUND:**

The Neosho Police Department is actively working to re-institute the Animal Control Officer position to improve the City's capability to manage animal-related services and ensure proper care and accountability for animals within Neosho. As part of this initiative, the department has been engaged in ongoing discussions with two key partner organizations: the Joplin Humane Society and Faithful Friends Animal Advocates.

These discussions have focused on developing a sustainable and cooperative approach to intake, sheltering, and animal care. As a result of these efforts, a series of strategic planning meetings with Faithful Friends has been scheduled to begin on February 13th. Concurrently, the Police Department has negotiated a new contract with the Joplin Humane Society.

The contract submitted for Council consideration includes an updated fee structure reflecting the Humane Society's current operational costs. Once approved, Police Department supervisors will participate in training at the Joplin Humane Society to learn intake procedures and gather information necessary to guide Neosho residents through the process of retrieving their animals.

**RECOMMENDATION:**

It is recommended that the City Council **authorize the Mayor to sign the contract with the Joplin Humane Society as submitted**. Approval of this agreement will support the re-establishment of the Animal Control Officer program and strengthen the City's partnership with regional animal welfare organizations.

**AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Joplin Humane Society, Inc., a Missouri nonprofit corporation, for the purpose of providing shelter services to receive animals found and collected with respect to animal control within the City; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.**

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

**Section 1.** That the Agreement by and between the City of Neosho, Missouri, and the Joplin Humane Society, Inc., a Missouri nonprofit corporation, for the purpose of providing shelter services to receive animals found and collected with respect to animal control within the City, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

**Section 2.** That the Mayor is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

**Section 3.** That this ordinance shall be in full force and effect on \_\_\_\_\_, 2026

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 17th day of February, 2026, by a vote of 2026.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Richard Davidson, Mayor

ATTEST:

\_\_\_\_\_  
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

\_\_\_\_\_  
Derek A. Snyder, City Attorney



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January 13, 2026

***Re: Contract for Care of Animals***

Dear Chief Russell,

Please note as per paragraph 7 of the attached shelter contract as stated below:

**FEE ADJUSTMENT: Fees as provided in this Agreement to be charged to the Government pursuant to this Agreement may be adjusted based upon the JHS's change in costs subsequent to the previous adjustment. Any individual fee increases will be adjusted only to the extent of an increase in the Consumer Price Index (Kansas City-All Urban Consumers), utilizing the most recently available 12-month period index from the previous year.**

Our prices for services rendered will be adjusted as follows, effective January 1, 2027. These increases are determined by the CPI (KC-All Urban Consumers) through the last 12 months. Increased costs will be the same for all municipalities that use our services for their stray and seized animals.

**Animal Sheltering Fee** of nine and 95/100 (9.95) dollars per day totaling \$69.65 for stray hold.

**Quarantine Fee** of nineteen and 10/100 (\$19.10) dollars per day.

**Large Animal Cremation Fee** of nineteen and 28/100 (\$19.28) dollars per animal.

**Small Animal Cremation Fee** of six and 38/100 (\$6.38) dollars per animal.

Please let me know if you have any questions. I can be reached at 417-623-3642 x 109; cell 417-793-2645 or by email [candrews@joplinhumane.org](mailto:candrews@joplinhumane.org).

Sincerely,

Connie Andrews  
Executive Director



**CONTRACT**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between the \_\_\_\_\_, hereinafter referred to as “Government” and the **Joplin Humane Society, Inc.**, a corporation organized under the laws of the State of Missouri, hereinafter referred to as “**JHS**”.

***W I T N E S S E T H:***

**WHEREAS**, the JHS operates an animal shelter at which it receives, cares for, and disposes of animals; and

**WHEREAS**, the Government may, in the enforcement of its duties with respect to animal control in its jurisdiction through an animal control officer, law enforcement officer, or health official, from time-to-time pick up various small animals which must be sheltered, fed, and disposed of; and

**WHEREAS**, residents of Government bring small animals to the Shelter or to the County for transport to the Shelter, and the Shelter provides care for these animals for the benefit of Government.

**WHEREAS**, the JHS and Government desire to enter into an agreement of mutual benefit.

**NOW, THEREFORE**, in exchange of the premises contained herein and in good and valuable consideration exchanged between JHS and Government, it is hereby agreed to as follows:

**NOW, THEREFORE**, the parties hereto do mutually agree to the following:

1. JHS agrees to receive at its Shelter all live or dead dogs, cats, or similar small animals found within Government’s jurisdiction, which are delivered to and by any

employee of Government, from and after the effective date of this Contract; and to shelter, feed, care for, and dispose of said animals as provided for in this Contract. JHS reserves the right to refuse animals due to overcrowding or other emergency

2. The JHS shall keep and maintain its Shelter in a clean, sanitary condition at all times. It shall properly care for and protect and harbor all animals delivered to it as herein provided in a humane and decent manner. All animals delivered to the JHS by Government shall be kept and sheltered in accordance with policies set by the JHS.

3. Animals quarantined for rabies shall be sheltered by the JHS or at a veterinary hospital and subsequently transferred to the JHS shall be kept for a period of time as determined by the JHS, but not less than ten (10) days. Said rabies suspect animals shall be released only after payment of veterinary and/or confinement fees at the JHS upon authorization by Government. The JHS shall be compensated at the rate of Nineteen and 10/100 (\$17.48) dollars per day of confinement. Further, the Government shall reimburse the JHS the cost of preparation of the specimen for rabies examination, delivery of any said specimen to a health department courier or to the Missouri Department of Health, in an amount not to exceed Thirty-one and 07/100 (\$31.07) dollars per specimen. In addition, animals confined by Government for their vicious propensity, pending court cases, owner arrested or owner hospitalized - \$19.10 a day to be billed monthly with regular monthly invoice to Government. In addition, in the event JHS incurs any veterinary costs due to an injured animal delivered by Government, JHS shall bill the cost of such veterinary care to the Government to be billed monthly with regular monthly invoice to Government.

4. The JHS shall make every reasonable effort to determine the ownership of all animals delivered to it at its Shelter under the terms hereof and shall further make every

reasonable effort to inform by phone the owners of said animals of the fact that their animals are in its custody and the conditions to be met to regain custody of such animals.

5. The JHS shall keep a daily log, in a mutually agreed format, of all animals delivered to and by Government under the terms of this Agreement, and each animal received by it shall be identified on such log by some descriptive means and the disposition of such animal shall be recorded so that at all times the parties shall have and maintain a record of all animals received and the disposition thereof. Said log shall be open to the inspection by Government at all reasonable times.

6. Any stray wild animal delivered to JHS by Government may be released into the wild by JHS immediately or surrendered to appropriate State conservation officials or other governmental agency the JHS deems appropriate to care for such animal. Government shall pay a fee of Sixteen and 23/100 (\$16.23) dollars for each wild animal (dead or alive) delivered by Government.

7. FEE ADJUSTMENT: Fees as provided in this Agreement to be charged to the Government pursuant to this Agreement may be adjusted based upon the JHS's change in costs subsequent to the previous adjustment. Any individual fee increases will be adjusted only to the extent of an increase in the Consumer Price Index (Kansas City-All Urban Consumers), utilizing the most recently available 12-month period index from the previous year. In the event an adjustment to documented cost is warranted, JHS shall provide written notice thereof, no later than November 1<sup>st</sup> of each year. Government shall have thirty (30) days to review and request any documentation. In the event the parties are unable to agree to the cost adjustment, either party shall be entitled to terminate this Agreement as provided herein.

8. In consideration of the services to be rendered hereunder to Government or for the benefit of Government, Government agrees to pay JHS the sum of Sixty-nine and 65/100 (\$63.70) dollars per animal regardless of the term of confinement. Dead animals will be accepted for a fee of Nineteen and 28//100 (\$19.28) dollars. JHS will not accept stray animals from citizens of Government unless brought to JHS by a Government animal control officer or other authorized agent, or unless Government authorized agent gives prior approval for the citizen to relinquish such animal. JHS will bill Government monthly for services provided herein in sufficient detail so that Government may verify charges.

9. The JHS agrees that the shelter facility shall be maintained in accordance with reasonable standards adopted by and under the direction of the Joplin Humane Society Board of Directors. The JHS shall operate the Shelter and provide care for all animals in compliance with all state and federal regulations applicable to such facility. The JHS shall make the Shelter facilities available during regular business hours for inspection by the Government and/or his designee to monitor compliance with this Agreement. The JHS agrees that it will provide to the Government, if requested, in a timely manner, any copies of inspections of the Shelter completed by any regulatory authority having jurisdiction over the facility.

10. The JHS agrees to receive at its Shelter all live dogs, cats, or other animals as set forth in this Agreement, and to shelter, feed, and care for and dispose of said animals, without charge to the Government, for any routine animal care services that may be incurred by the JHS in providing the services set forth herein. The Government agrees to pay, on a case-by-case basis, for extraordinary animal care or veterinary care as required in certain cases due to the medical condition of an animal. All dogs upon intake will receive core vaccinations as required by the Missouri Department of Agriculture. This actual cost

of these vaccines will be billed to the Government if not reclaimed by the owner. In the event JHS incurs any veterinary charges relative to Government's animals, it shall be paid by the Government.

11. Termination of the Agreement may occur prior to the date agreed upon by the parties herein in the following matter:

a. Either party, at any time, upon one hundred eighty (180) day's written notice, may terminate this Agreement;

b. If JHS fails to comply with the terms of this Agreement, the Government may terminate this Agreement by providing ten (10) day's written notice of its intent to terminate and specify the event of default. In the event the default is not cured within thirty (30) days, the Government shall be entitled to terminate the Agreement. The Government shall be liable only for costs incurred to and until the effective date of termination.

12. In the event JHS is faced with an emergency situation, which, in the opinion of JHS's Board of Directors, poses an immediate threat to the viability of the Shelter, it shall have the right to temporarily suspend acceptance of animals.

13. This Agreement may be amended at any time by writing approved by Government and the Joplin Humane Society.

14. This Agreement shall be binding upon the parties' successors and assigns.

15. This Contract shall be automatically renewed for successive calendar years unless terminated in writing, by either party, or at least (30) days prior to the beginning of any calendar year.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

By: \_\_\_\_\_  
"Government"

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
JOPLIN HUMANE SOCIETY (JHS)

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**REQUESTED COUNCIL MEETING DATE:** February 3, 2026

**ITEM:** **Bill No. 2026-12: HSTCC Agreement for CDBG Grant**

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**ORIGINATING DEPARTMENT:** City Manager

**ATTACHMENT:**

- 1. Bill No. 2026-12 HSTCC Agreement for CDBG Grant-Waldo Hatler**
  - 2. Admins. Contract-HSTCC-CDBG-Waldo Hatler**
- 

**PURPOSE:**

Approval of Administrative Services Contract – Harry S Truman Coordinating Council (HSTCC)

**BACKGROUND:**

The City requires professional administrative support for execution and compliance of the CDBG-MIT project. HSTCC will provide project administration, environmental review, labor standards compliance, reporting, and financial management services as outlined in Exhibit A of the agreement.

**RECOMMENDATION:**

Staff recommends approval of the Agreement between the City of Neosho and HSTCC.

**AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Harry S. Truman Coordinating Council, for the purpose of providing professional administrative consultant services to administer Community Development Block Grant Program funds to construct regional stormwater detention basins located north of Waldo Hatler Memorial Drive for flood protection for the not to exceed amount of Seventy Thousand Six Hundred Seventeen and 00/100 dollars (\$70,617.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.**

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

**Section 1.** That the Agreement by and between the City of Neosho, Missouri, and the Harry S. Truman Coordinating Council, for the purpose of providing professional administrative consultant services to administer Community Development Block Grant Program funds to construct regional stormwater detention basins located north of Waldo Hatler Memorial Drive for flood protection for the not to exceed amount of Seventy Thousand Six Hundred Seventeen and 00/100 dollars (\$70,617.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

**Section 2.** That the Mayor is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

**Section 3.** That this ordinance shall be in full force and effect on \_\_\_\_\_, 2026

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 17th day of February, 2026, by a vote of 2026.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Richard Davidson, Mayor

ATTEST:

\_\_\_\_\_  
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

\_\_\_\_\_  
Derek A. Snyder, City Attorney

**AGREEMENT**  
**FOR PROFESSIONAL PROJECT DELIVERY SERVICES**

This is an agreement made as of \_\_\_\_\_20\_\_\_\_, between **City of Neosho** (owner) and **Harry S Truman Coordinating Council** (consultant). The owner intends to perform a community development project, and the owner and consultant in consideration of their mutual covenants herein agree in respect of the performance of professional administrative services by consultant and the payment for those services by owner as set forth below. Consultant shall provide professional administrative services for owner in all phases of the project to which this agreement applies, serve as the owner's representative for the project as set forth below, and shall provide professional consultation of services hereunder.

**Section 1 – Basic Services for Consultant**

The consultant shall perform professional administrative services as hereinafter stated that include the administration of the owner's Community Development Block Grant Program, Project # **4317-NEOS-03-MITGI-53**. The specific services of the consultant are indicated in Exhibit A, "Scope of Services."

**Section 2 – Owner's Responsibilities**

The owner shall:

- 2.1 Provide all criteria and full information as to owner's requirements for the project, and furnish copies of all documents related to the project.
- 2.2 Assist consultant by placing at his/her disposal all available information pertinent to the project, including previous reports and any other data relative to the project.
- 2.3 Give prompt written notice to consultant whenever owner observes or otherwise becomes aware of any development that affects the scope of timing of the consultant's services.
- 2.4 Bear all costs incidental to compliance with the requirements of Section 2.

**Section 3 – Period of Service**

- 3.1 The provisions of this Section 3 and the rates of compensation for the consultant's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion.
- 3.2 The consultant agrees to complete the project by the ending date identified in the owner's "Grant Agreement" with the Missouri Department of Economic Development for the Community Development Block Grant Program from which part of the project has been financed.
- 3.3 If the owner has requested significant modifications or changes in the extent of the project, the time of performance of consultant's services and his/her rates of compensation shall be adjusted appropriately.

**Section 4 – Payments to Consultant**

- 4.1 The maximum amount the owner shall pay the consultant for performance of this agreement shall not **exceed Seventy Thousand Six Hundred Seventeen and 00/100 Dollars (\$70,617)** based on an hourly rate of Forty-Five and 00/100 Dollars (\$45.00) and not to exceed a total of 1,570 hours for Consultant's Responsibilities as described in Exhibit A, "Scope of Services."
- 4.2 Consultant will submit a Request for Funds quarterly Consultant will submit CDBG approved timesheets with the Request for Funds and will identify the rate of pay and specific activities and deliverables that form the basis for payment.

**Section 5 – General Considerations**

- 5.1 The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 5.2 The consultant shall comply with all applicable rules, regulations, laws, and requirements

in relation to the Community Development Block Grant Program as distributed by the Missouri Department of Economic Development.

- 5.3 The owner and consultant each binds himself/herself and his/her partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations to this agreement.
- 5.4 Neither owner nor consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in paragraph 5.3 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to or assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent consultant from employing such independent consultants, associates, and subcontractors as he/she may deem appropriate to assist him/her in the performance of service hereunder.

**Section 6 – Special Provisions and Exhibits**

- 6.1 The following exhibits are attached to and made a part of this Agreement.
  - 6.1.1 Exhibit A, "Scope of Services," consisting of 1 pages.
  - 6.1.2 Part II, "Terms and Conditions," consisting of 5 pages.
- 6.2 This Agreement (consisting of pages 1 to 9, inclusive), together with the exhibits identified above, constitute the entire agreement between the owner and consultant and supersede all prior written or oral understandings. This agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first above written.

Owner:

Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT (CONTINUED)**

**EXHIBIT A – SCOPE OF SERVICE**

**Complete this page in detail**

The consultant shall complete, in a professional and timely manner, the following services relative to the owner's Community Development Block Grant Program. Such actions shall be performed in a manner prescribed by the Missouri Department of Economic Development.

1. Financial Management (accounting, file maintenance, cost documentation, Part 85/A-87 conformance, RFF preparation and related matters)
2. Environmental Review – including publications and related costs; Assessment; SHPO; Completion of whole Environmental Review Record; Designation as Environmental Review Officer
3. Labor Standards Compliance – including wage rates requests for bidders; review of weekly payrolls; wage restitution, if necessary; Employee interviews
4. Civil Rights Compliance – including language in contracts; Fair housing activities; Publication costs; material costs; Analysis of Impediments activities
5. Public Participation Requirements (owner to pay for public notices)
6. Preparation of contract documents, except for engineering specifications
7. Administer procedures required by the “Uniform Act” in relation to the acquisition of property, including specific tasks related to easements
8. Completion of close-out forms and required performance reports
9. CDBG-DR Project costs – Activity Delivery Costs
  - a. Environmental Reviews;
  - b. Development of program policies and procedures necessary to implement program;
  - c. Completing work write-ups;
  - d. Equipment and supplies necessary for carrying out eligible activity;
  - e. Compliance and monitoring activities;
  - f. Oversight of overall project;
  - g. Staff time and/or contracted services to manage the funds and CDBG program overall;
  - h. Administrative, legal, accounting, internal auditing, IT, and human resources support;
  - i. Financial management and CDBG related activities; and
  - j. Reporting including Quarterly Progress Reports (QPR).

## CONTRACT FOR PROFESSIONAL SERVICES TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Owner from the Consultant is determined.

2. Termination for Convenience of the Owner. The Owner may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the Owner as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Owner and the Consultant, shall be incorporated in written amendments to this Contract.
4. Personnel.
  - a. The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
  - b. All of the services required hereunder will be performed by the Consultant or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Owner. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Owner thereto. Provided, however, that the claims for money by the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.

6. Reports and Information. The Consultant, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by the Owner.
8. Findings Confidential. All of the reports, information, data, etc. prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
10. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Consultant shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:
  - a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.
  - b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
  - c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of the Consultant's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204, Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Consultant may request the United States Government to enter into such litigation to protect the interests of the United States.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment. All recipients of Federal funds must certify to the following through all contracts issued.
15. Affirmative Action for Handicapped Workers.
- a. The consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The consultant agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
  - b. The consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

- c. In the event of the consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - d. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.
  - e. The consultant will notify each labor union or representative of workers, if applicable, with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
  - f. The consultant will include the provisions of this clause in every subcontract, if applicable, or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
16. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.
  17. Age Discrimination Act of 1975. No person in the United States, on the basis of age, shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
  18. Authorized Employees. Consultant acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Consultant therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.
  19. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.
  20. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

21. Interest of Consultant and Employees. The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

STATE OF MISSOURI            )  
  ) ss  
COUNTY OF \_\_\_\_\_)

**AFFIDAVIT**

(as required by Section 285.530, Revised Statues of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,

- a. with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- b. with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared

Dr. Carrie Campbell, who, being duly sworn, states on his oath or affirmation as follows:

- 1. My name is Dr. Carrie Campbell, and I am currently the Executive Director of Harry S Truman Coordinating Council (hereinafter "Contractor"), whose business address is 107 N Jefferson St. Neosho, MO 64850 "and I am authorized to make this Affidavit.
- 2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
- 3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Neosho.
- 4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant sayeth not.

\_\_\_\_\_

Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Commission #

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**REQUESTED COUNCIL MEETING DATE:** February 3, 2026

**ITEM:** **Bill No. 2026-13: Engineering Agreement for Project # 4317 CDBG Grant**

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**ORIGINATING DEPARTMENT:** City Manager

**ATTACHMENT:**

- 1. Bill No. 2026-13 Agreement with Allgeier Martin and Assoc\_Waldo Hatler CDBG Grant**
  - 2. CDBG-Engineering-and-Technical-Services-Agreement, 1-22-2026**
- 

**PURPOSE:**

Design and Implementation of Stormwater Detention Ponds H-7 and H-8 with awarded CDBG funds.

**BACKGROUND:**

The City continues to advance its long-term stormwater management and flood mitigation efforts through targeted infrastructure projects. The proposed work involves the design and implementation of two stormwater detention ponds, identified as H-7 and H-8, which are intended to reduce flooding impacts and improve drainage performance in affected areas. This project builds upon prior stormwater infrastructure initiatives undertaken by the City.

This will authorize the City to proceed with professional engineering services for the design and implementation of two stormwater detention ponds (H-7 and H-8) as part of the City's flood mitigation strategy.

The H-7 and H-8 detention ponds are components of the City's broader flood mitigation strategy and are intended to achieve the following objectives:

- Reduce peak stormwater flow rates
- Improve overall drainage efficiency
- Enhance system performance during significant rain events

**RECOMMENDATION:**

Approve the agreement as submitted and authorize the Mayor to execute it.

**AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into a Contract for Engineering and Technical Services with Allgeier Martin and Associates, Inc., a Missouri corporation, for the purpose of providing engineering, technical and administration services to construct regional stormwater detention basins located north of Waldo Hatler Memorial Drive for flood protection for the not to exceed amount of Four Hundred Seventy-Three Thousand and 00/100 dollars (\$473,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.**

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

**Section 1.** That the Contract for Engineering and Technical Services by and between the City of Neosho, Missouri, and Allgeier Martin and Associates, Inc., a Missouri corporation, for the purpose of providing engineering, technical and administration services to construct regional stormwater detention basins located north of Waldo Hatler Memorial Drive for flood protection for the not to exceed amount of Four Hundred Seventy-Three Thousand and 00/100 dollars (\$473,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

**Section 2.** That the Mayor is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

**Section 3.** That this ordinance shall be in full force and effect on \_\_\_\_\_, 2026

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 17th day of February, 2026, by a vote of 2026.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Richard Davidson, Mayor

ATTEST:

\_\_\_\_\_  
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

\_\_\_\_\_  
Derek A. Snyder, City Attorney

## CONTRACT FOR ENGINEERING AND TECHNICAL SERVICES

PROJECT NAME: Waldo Hatler Regional Stormwater Detention Basins, H-7 and H-8

LOCATION: North Side of Waldo Hatler Memorial Drive approximately 1900 feet west of Business I-49.

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between Allgeier Martin and Associates, Inc. located at 7231 East 24<sup>th</sup> Street, Joplin, Missouri 64804, hereinafter referred to as "Engineer", and the City of Neosho, Missouri, hereinafter referred to as "City" for furnishing engineering and technical services.

INASMUCH as funds have been made available by the Community Development Block Grant Program coordinated by the Missouri Department of Economic Development, the City intends to construct two regional stormwater detention basins in the upper tributary to the High School Branch drainage ditch. The services will be for the design of said infrastructure improvements to reduce the potential of downstream area flooding and hereby require Professional Engineering Services. The Engineer will provide the City with professional services hereinafter details for surveying, final design, production of construction plans, specifications, bid documents, construction contract administration and inspection.

1. SCOPE OF SERVICES: In connection with the above, Engineer will perform the following services:

A. General

- i. Meet with Owner's representatives to clarify and fully define the project requirements, expectations, program requirements, and precise scope of work for the Project.
- ii. Conduct field reconnaissance with Owner's representatives to assess drainage issues, tributary drainage areas, site access, traffic circulation, property boundary and utilities.
- iii. Inventory and evaluate existing site stormwater infrastructure and identify any deficiencies for existing and future conditions.
- iv. Participate in local coordination meetings and conference/video calls as requested.
- v. Evaluate permit or associated review fees necessary for any regulatory agencies and advise the OWNER of such fees.
- vi. Coordination of project information, data, site layouts, scheduling, quantities, etc., with the City.

B. Topographic and Design Surveys

- i. Engineer will obtain topographic and design surveys necessary for the preparation of contract plans for the proposed improvements. Such surveys will include topography, identification and location of existing utilities, property boundaries and ownerships.

C. Geotechnical Services

- i. Engineer will assist the City to obtain all necessary subsurface investigations, tests, reports, and perform related surveys for the purpose of determining rock and

- potential geotechnical aspects of the project that may need to be addressed.
- ii. Engineer will assist the City in coordinating the selection of a qualified subcontracted geotechnical engineer to perform the geotechnical investigation.

D. Hydrology and Hydraulics (H/H) Study

- i. Verify and locate existing floodplain limits, if any, within and/or directly adjacent to the site.
- ii. Calculate flowrates at a location for each drainage and detention structure and determine the detention requirements for achieving the goals of reducing the potential of downstream flooding.
- iii. Evaluate the impact of the proposed project on that portion downstream of the project.
- iv. Identify the size of proposed drainage structures within the designed flood reduction facilities.
- v. Determine the size of the downstream drainage channel at and around the site including other structures that may be impacted by the project.
- vi. Perform schematic stormwater analysis of site. Analyze existing and conceptual onsite stormwater conveyance systems and tributary drainage areas to verify sufficient capacity exists for the proposed improvements.
- vii. Evaluate options for infrastructure improvements including new stormwater conveyance, detention, and water quality features including installation of stormwater inlet structures, drainage piping and/or channel(s), detention basins, water quality basins, water quality structural, and best management practices (BMPs).
- viii. Perform schematic stormwater design and water quality calculations in accordance with City of Neosho requirements and make submission of the developed plan and required calculations to the City for review and approval.
- ix. Summarize recommended improvements on the Civil plan sheets.

E. Site Layout/Grading Plan

- i. Prepare conceptual Site Plan to depict major site design elements to meet future program requirements for stormwater detention facilities including access road.
- ii. Prepare a conceptual Finish Site Grading Plan with all the necessary contours to depict proposed stormwater management, structures and conveyance features.
- iii. Provide the locations and general dimensions of proposed improvements and facilities for the site.
- iv. Develop a site dimensional control plan for the project.
- v. Prepare erosion control plans and develop a stormwater pollution prevention plan to control sediment runoff from the site.
- vi. Coordinate with utility companies to address the relocation of utilities, if needed.

F. Permits/Environmental/Easements

- i. Assist the City toward the application of a Land Disturbance Permit from the Missouri Department Natural Resources.
- ii. Assist the City with the application of other environmental clearances including but not limited to Section 106, Section 401, Farmland form AD-1006, Cultural Resources, Threatened and Endangered Species, NEPA documents, Tribal Notifications, etc. It is anticipated that the grant administrators will assist with this effort to outline the environmental clearances required for the project.
- iii. Secure adequate property title information, determine property limits, and required project boundary lines.

- iv. Engineer will prepare easement deeds, ready for signature, for all properties from which easements will be required for construction.
- v. Assist the City in securing the needed property pursuant to the Uniform Relocation Act. It is anticipated that the Grant Administrator will outline the procedures required by the Uniform Relocation Act.

G. Contract Plans and Cost Estimate

- i. Engineer will prepare complete and detailed final contract plans for the proposed improvements as previously described.
- ii. Prepare construction plans: The construction plans shall include the project location, estimated quantities, grading limits, construction details, dimensional drawings, aerial imaging, erosion control plans, easement and right of way limits.
- iii. Engineer will assist the City in obtaining the approval of final agreements with the utility companies and other such public agencies as may be necessary.
- iv. Engineer will prepare a complete set of front-end documents and technical specifications for the construction package.
- v. Engineer will provide quantities and a detailed estimate of cost for the work.
- vi. Engineer will prepare the notice to contractors for bidding purposes, notify Dodge Reports of the progress of the project, send written notices to a number of contractors qualified to bid on the work, and send written notices to various minority organizations and minority contractors.

H. Construction Services. Engineer will:

- i. Assist the City in advertising for bids, attend the bid opening, prepare bid tabulations, and assist in analyzing bids and making recommendation with respect to the selection of a qualified contractor for the construction of the work.
- ii. Prepare and forward three (3) signature sets of Contract Documents to the contractor selected by City.
- iii. Be available for general consultation and interpretation of the plans and specifications during construction.
- iv. Visit the site to observe the progress of construction at intervals during construction of the project to determine if the work conforms to the contract documents. Such observation is not to be construed as supervision of construction but is a review of the work for general conformance with contract plans.
- v. Review all shop and working drawings.
- vi. Reject work not conforming to the project documents.
- vii. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
- viii. Inspect materials, review material certifications furnished by the Contractor, sample concrete and other materials as required, and arrange for laboratory testing of samples by others on a subcontract basis.
- ix. Maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor.
- x. It is contemplated that compliance with labor standards including wage rate requests from bidders, review of weekly payrolls, wage restitution and employees interviews will be conducted by others.
- xi. Be present during critical construction operations including but not limited to,

structure layout, excavation and backfilling, checking of reinforcing steel, placement of drainage structures and surfacing materials.

xii. Participate in the final inspection (included in the visits mentioned herein).

2. TO BE PROVIDED BY THE CITY

- A. All available pertinent information that it may have in its possession or to which it may have access.
- B. A representative to whom Engineer will report and from whom Engineer shall receive instruction and authorization.
- C. Right of access to all properties as required during the execution of the work.
- D. All necessary resident engineering services.
- E. Services of an independent testing laboratory to perform all materials testing necessary for control of the project during the construction phase.
- F. Title work necessary for easement or property acquisition.

3. TO BE PROVIDED BY ENGINEER

- A. The services of all professional and technical personnel required for the performance of the services described under Scope of Services.
- B. Up to fifteen (15) copies of the construction plans and specifications for the project.

4. TIME OF PERFORMANCE

- A. The services of Engineer are to commence upon the signing of the contract, and the final contract plans and documents will be available, ready for advertising for bids, within 12 months after receipt of notice to proceed.
- B. Construction services shall be provided at such time as may be required.

5. COMPENSATION

- A. The City will compensate Engineer for the work specified above as follows:
  - i. For all work and services described in the Scope of Services, except C, Geotechnical Services, the lump sum fees shall be Two Hundred Seventy-Three Thousand (\$273,000.00) for design services, and Two Hundred Thousand (\$200,000.00) for contract administration and construction inspection services. The geotechnical fees shown below are estimated and shall be adjusted to final costs once the final locations of the basins are determined and the scope of work is established.

- ii. The professional engineering fees are those listed in the grant application and as shown below.

REGIONAL BASIN H-7	
Property Appraisals	\$ 8,000
Planning (Public Hearing, Exhibits)	\$ 10,000
Geotechnical Investigations (ESTIMATED)	\$ 8,000
Survey (Topographic, Utility and Boundary)	\$ 18,000
Property Description (Legal Descriptions, Property Pins)	\$ 10,000
Engineering Design (Fee Curve Percentage)	\$ 54,000
Hydrologic and Hydraulic Analysis with Reporting	\$ 22,000
Contract Administration	\$ 40,000
Construction Engineering and Inspection (3-Months Duration)	\$ 60,000
Total Fee for Basin H-7	
	\$ 230,000

REGIONAL BASIN H-8	
Property Appraisals	\$ 8,000
Planning (Public Hearing, Exhibits)	\$ 10,000
Geotechnical Investigations (ESTIMATED)	\$ 8,000
Survey (Topographic, Utility and Boundary)	\$ 18,000
Property Description (Legal Descriptions, Property Pins)	\$ 10,000
Engineering Design (Fee Curve Percentage)	\$ 69,000
Hydrologic and Hydraulic Analysis with Reporting	\$ 20,000
Contract Administration	\$ 40,000
Construction Engineering and Inspection (3-Months Duration)	\$ 60,000
Total Fee for Basin H-8	
	\$ 243,000

- iii. For all work and services included in C, Geotechnical Services, the fee shall be the direct cost of the subcontract services furnished by a geotechnical consultant. The scope and cost of said services would be reviewed and approved by the City prior to any authorization to proceed.
- iv. This cost shall constitute complete compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Work.

6. METHOD OF PAYMENT

Payment to Engineer for services under Scope of Work will be made monthly based on the percentage of work completed during the preceding month and will, in every case, be supported by a suitable invoice.

7. SPECIAL CONDITIONS

This contract is subject to and incorporates the provisions attached hereto as Exhibit A, the Regulations of the Department of Housing and Urban Development relative to Contracts for Community Development, Part II, General Terms and Conditions.

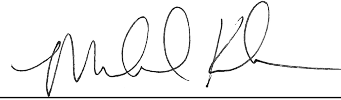
8. ACCEPTANCE

If this contract meets with your approval, please indicate your acceptance by signing this proposal and returning one signed copy.

Submitted by:

ALLGEIER MARTING AND ASSOCIATES, INC.:

Attest:



Michael Atkinson, P.E., Vice President

Michael Keaton, P.E., Vice President

CITY OF NEOSHO:

Attest:

David Kennedy, City Manager

Cheyenne Wright, City Clerk

## EXHIBIT A

### CONTRACT FOR ENGINEERING SERVICES TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Owner from the Consultant is determined.

2. Termination for Convenience of the Owner. The Owner may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the Owner as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Owner and the Consultant, shall be incorporated in written amendments to this Contract.
4. Personnel.
  - a. The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
  - b. All of the services required hereunder will be performed by the Consultant or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Owner. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Owner thereto. Provided, however, that the claims for money by the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.

6. Reports and Information. The Consultant, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by the Owner.
8. Findings Confidential. All of the reports, information, data, etc. prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
10. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Consultant shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:
  - a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.
  - b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
  - c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of the Consultant's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204, Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Consultant may request the United States Government to enter into such litigation to protect the interests of the United States.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment. All recipients of Federal funds must certify to the following through all contracts issued.
15. Affirmative Action for Handicapped Workers.
- a. The consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The consultant agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
  - b. The consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

- c. In the event of the consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - d. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.
  - e. The consultant will notify each labor union or representative of workers, if applicable, with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
  - f. The consultant will include the provisions of this clause in every subcontract, if applicable, or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
16. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.
  17. Age Discrimination Act of 1975. No person in the United States, on the basis of age, shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
  18. Authorized Employees. Consultant acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Consultant therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.
  19. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.
  20. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

21. Interest of Consultant and Employees. The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.
22. Anti-Discrimination against Israel Act: Contractor acknowledges that Section 34.600, RSMo, prohibits any contractor with ten or more employees on a contract worth \$100,000 or more from engaging in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel.

STATE OF MISSOURI )  
 ) ss  
COUNTY OF JASPER )

**AFFIDAVIT**

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,

- a. with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- b. with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared

JoBeth Shumaker, who, being duly sworn, states on his oath or affirmation as follows:

- 1. My name is JoBeth Shumaker and I am currently the Vice President-Finance of Allgeier, Martin and Associates, Inc. (hereinafter "Contractor"), whose business address is 7231 E 24<sup>th</sup> Street Joplin MO 64804 "and I am authorized to make this Affidavit.
- 2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
- 3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and City of Neosho MO
- 4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

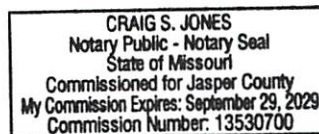
Further, Affiant sayeth not.

JoBeth Shumaker  
Affiant

Subscribed and sworn to before me this 21<sup>ST</sup> day of JANUARY, 2026

. Commission # 13530700

Craig S Jones, notary public  
My commission expires Sept 29, 2029



Version 1.3  
Revised December 2023

Company ID Number: 241962

**Approved by:**

<b>Employer</b> ALLGEIER, MARTIN and ASSOCIATES, INC.	
Name (Please Type or Print) Robert D Carpenter	Title
Signature Electronically Signed	Date 08/26/2009
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/26/2009

Company ID Number: 241962

**Information Required for the E-Verify Program****Information relating to your Company:**

Company Name	ALLGEIER, MARTIN and ASSOCIATES, INC.
Company Facility Address	7231 East 24th Street JOPLIN, MO 64804
Company Alternate Address	PO BOX 2627 JOPLIN, MO 648032627
County or Parish	JASPER
Employer Identification Number	431146318
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

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**REQUESTED COUNCIL MEETING DATE:** February 3, 2026

**ITEM: Bill No. 2026-14: Request for Annexation of the Property located at or near Hwy 86 and Gateway Drive**

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**ORIGINATING DEPARTMENT:** Development Services Department

**ATTACHMENT:**

1. Bill No. 2026-14 Annexation of Property Near Hwy 86 and Gateway Dr
  2. Skipmark tract 4-5 packet
- 

**PURPOSE:**

Requesting annexation into the city limits for utility access.

**BACKGROUND:**

The property owner is requesting the remainder of this property to be annexed into the city limits at 86 & Gateway highways. As part of the process, this property will eventually come back to the Council for zoning into an M1 district.

**RECOMMENDATION:**

Staff recommends approving the annexation as requested.

**AN ORDINANCE of the City of Neosho approving the voluntary annexation of a certain tract of land, as petitioned by Skipmark, LLC, a Missouri limited liability company, owner of real property located at the southeast corner of State Highway 86 and Gateway Drive to be annexed to the City of Neosho, Missouri, and for the extension of the city limits of the City of Neosho, embracing and including unincorporated real property located in Newton County, Missouri, hereinafter described.**

WHEREAS, there has been presented to the City of Neosho, Missouri, a verified Petition of all fee owners seeking annexation of the land described herein; and

WHEREAS, after having referred the subject matter of this request to the Planning and Zoning Commission for the City of Neosho, and after due publication in the Neosho Daily News, a newspaper having general circulation within the City of Neosho Missouri, as required by law and having held a public hearing thereon by the Planning and Zoning Commission, with a recommendation then reviewed and taken up at public hearing by the City Council on January 20, 2026; and

WHEREAS, fourteen (14) days have elapsed since the holding of such public hearing and no sufficient written objection has been received; and

WHEREAS, it has been determined that said annexation is in the best interests of the City of Neosho, Missouri, and that the City has the ability to furnish normal and customary services to the area to be annexed within a reasonable time.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

**Section 1.** That the following described area of land located at southwest corner of State Highway 86 and Gateway Drive is hereby incorporated within the corporate city limits of Neosho, Missouri, to be embraced and include all that part of said County of Newton lying within the following boundary lines, two-wit:

*See the Legal Description in Exhibit "A"*

**Section 2.** That the City Clerk is hereby authorized and directed to file three (3) certified copies of this Ordinance with the Newton County Clerk.

**Section 3.** This ordinance shall be in effect upon final passage.

(This space intentionally left blank.)

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this \_\_\_\_ day of \_\_\_\_\_, 2026, by a vote of \_\_\_\_\_.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Richard Davidson, Mayor

ATTEST:

\_\_\_\_\_  
Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

\_\_\_\_\_  
Derek A. Snyder, City Attorney

EXHIBIT A

Tract 1

A tract of land in the Northeast Quarter of Section 22, Township 25 North, Range 32 West. as shown in a deed in Book 353 at Page 7194 in the Newton County Recorder's Office in Neosho, Missouri and being more particularly described as follows:

Beginning at a Found Iron Pin on the South right-of-way of Highway 86, said point being S88.55'02"E, 1273.31' and s01'04'58"w, 60.26' from a Found Aluminum Monument at the Northwest corner of said Section 22, Thence; S88'59'41"E, 317.01' along said South right-of-way to a Found Iron Pin, Thence; continuing along sold right-of-way, S43.24'15"E, 121.66' to a Found Iron Pin, Thence: S00'54'26"W, 45.04' to a Found Iron Pin, Thence; S89'05'38"E, 65.49' to a Found Iron Pin, Thence; leaving said right-of-way, S00'47'10"W, 709.46' to a Found Iron Pin, Thence; N89'03'45"W, 468.00'; Thence; N00'47'24"E, 841.85' to the point of beginning.

Containing 8.744 acres, more or less, and subject to any easements, covenants, restrictions, or rights-of-way of record. Bearings based on the Missouri Coordinate System of 1983, West Zone.

This description prepared by Jim Herre, PLS MO 2000147864, on January 31, 2025.

Tract 2

A tract of land in the Northeast Quarter of Section 22, Township 25 North, Range 32 West, as shown in a deed in Book 353 at Page 7194 in the Newton County Recorder's Office in Neosho, Missouri and being more particularly described as follows:

Beginning at a Set Iron Pin on the South right-of-way of Highway 86, said point being S64°19'27"W, 125.53' and N89°07'27"W, 343.94' from a Found Aluminum Monument at the Northeast corner of said Section 22, Thence: continuing along said right-of-way, N89°07'27"W, 327.36' to a Found Iron Pin, Thence; S45°01'07"W, 121.31' along said South right-of-way to a Found Iron Pin, Thence; S00°54'26"W, 45.04' to a Found Iron Pin, Thence; N89°05'38"W, 35.07' to a Found Iron Pin, Thence; leaving said right-of-way, S00°47'10"W, 445.46' to a Found Iron Pin, Thence; S89°03'30"E, 447.15' to a Set Iron Pin, Thence; N00°47'10"E, 578.06' to the point of beginning.

Containing 5.74 acres, more or less, and subject to any easements, covenants, restrictions, or rights-of-way of record. Bearings based on the Missouri Coordinate Nystem of 1983, Eest Zone.

This description prepared by Jim Herre, PLS MO 2000147864, on January 31, 2025.

# Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

## ANNEXATION APPLICATION

### LEGAL OWNER(s):

NAME(S): SKIPMARK, LLC

STREET ADDRESS OWNER(s): 7897 ELAND ROAD

CITY, STATE, ZIP CODE: JOPLIN, MO 64804

MAILING ADDRESS: SAME

PHONE: 417.825.5710

OWNER(s) REPRESENTATIVE (if applicable): Name, Address, Phone: MARK CUPPS

### PROPERTY INFORMATION:

LOCATION (ADDRESS) OF PROPERTY: HIGHWAY 86 AND GATEWAY DRIVE  
(SOUTH SIDE)

ARE ANY RESIDENCES LOCATED ON PROPERTY: NO

NAME, ADDRESS, CABLE CO., CELL PHONE PROVIDER & TAX ID NO. FOR

**BUSINESS(ES)** ON PROPERTY: NONE

REQUESTED ZONING: M-1, LIGHT INDUSTRIAL

ELECTRIC PROVIDER: \_\_\_\_\_

NATURAL GAS PROVIDER: \_\_\_\_\_

TELEPHONE PROVIDER (LANDLINE): \_\_\_\_\_

### REQUIRED ENCLOSURES:

1. Voluntary Petition For Annexation
2. Copy of Deed
3. Parcel Map
4. Annexation fee of \$50 + Publication Cost

*To the best of my knowledge and belief, data in this application and all attachments are true and correct.*

**OWNER HAS GRANTED AUTHORITY TO THE CITY OF NEOSHO FOR FILING PURSUANT TO AN IRREVOCABLE CONSENT AGREEMENT DATED \_\_\_\_\_, 20\_\_**

OWNER SIGNATURE: *Carolyn Wolfe* DATE: 12-15-2025

OWNER NAME (print): *M. J. Cupps* 12-15-2025

CO-OWNER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CO-OWNER NAME (print): \_\_\_\_\_



## Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

---

# VOLUNTARY PETITION FOR ANNEXATION TO THE CITY OF NEOSHO

---

We, the undersigned, hereinafter referred to as the Petitioners, for our petition to the City Council of the City of Neosho state and allege as follows:

- That we are the owner of all fee interests of record in the real estate in Newton County, Missouri, described as follows, to wit:

***Property Description***

- That the said real estate is not now a part of any incorporated municipality.
- That the said real estate is contiguous to the existing corporate limits of the City of Neosho, Missouri.
- That we request that the said real estate be annexed to, and included within the corporate limits of, the City of Neosho, Missouri, as authorized by the provisions of Section 71.012, RSMo.
- That we request the City Council of the City of Neosho to cause the required notice to be published and to conduct the public hearing required by law and thereafter adopt an ordinance extending the limits of the City of Neosho to include the above described real estate.

Dated this 15 day of Dec, 2025.

OWNER SIGNATURE: Carolyn Wolfe DATE: 12-15-2025

OWNER NAME (print): Carolyn Wolfe

Me & her 12-15-25  
Mark A. Caples







4 31590  
AD 651

# Affidavit of Publication

COUNTY OF NEWTON

STATE OF MISSOURI,

ss

}

I, Jimmy Sexton, being duly sworn according to law, state that I am the publisher of the Neosho Daily News and Seneca News-Dispatch, a twice-weekly newspaper of general circulation in the County of Newton, City of Neosho, and State of Missouri; which newspaper has been admitted to the Post Office as periodical class matter in the City of Neosho, Missouri; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper in the following consecutive issues:

First Insertion	<u>Dec. 20</u>	20	<u>15</u>
Second Insertion	_____	20	_____
Third Insertion	_____	20	_____
Fourth Insertion	_____	20	_____
Fifth Insertion	_____	20	_____

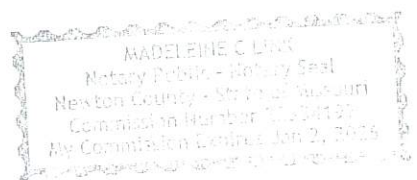
Signed: [Signature] Publisher

Subscribed and sworn to before me this 20<sup>th</sup> day of

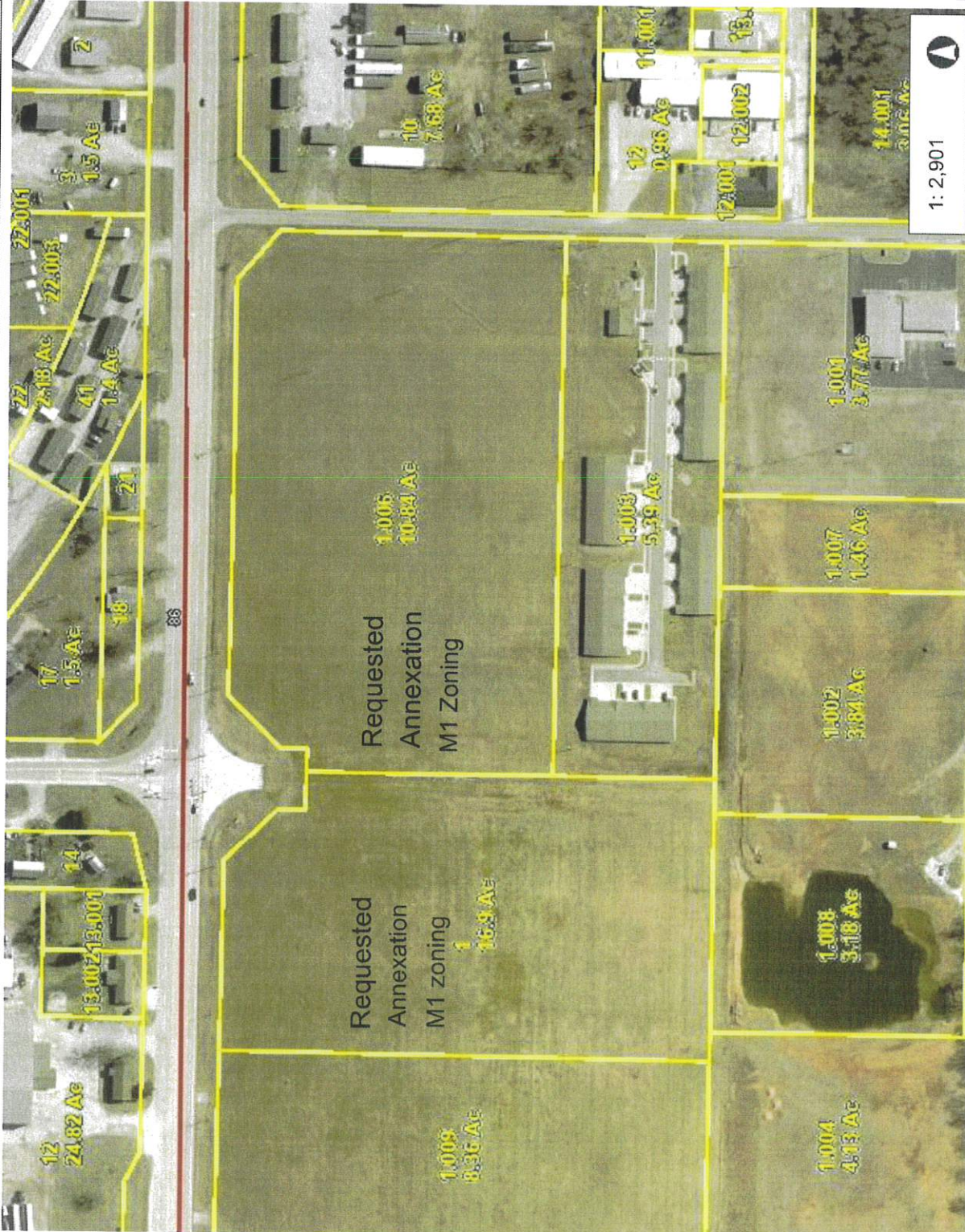
December 20 15  
Madeline C. Link  
Notary Public

My Commission Expires 1-2-20

Printer's  
Fee: \$ \_\_\_\_\_



# Neosho, MO



## Legend

- Neosho Streets
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET
- <all other values>
- EM Snow Route
- Failed
- Poor
- Fair
- Good
- Very Good
- Edit Road Rating
- 2018 Street Maintenance
- Maintenance
- SurfaceWork
- Other
- 2019 Street Maintenance
- Maintenance
- SurfaceWork
- Other

## Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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**REQUESTED COUNCIL MEETING DATE:** February 3, 2026

**ITEM:** Resolution Bill No. 2026-04: Resolution of Intent (Ch. 100 bonds)

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**ORIGINATING DEPARTMENT:** City Manager

**ATTACHMENT:**

1. Res. Bill No. 2026-04 Intent (Neosho Ch 100 - La-Z-Boy 2026)
  2. Engagement Letter (Neosho Ch 100 - La-Z-Boy 2026)
- 

**PURPOSE:**

Resolution of Intent – La-Z-Boy Distribution Center Project

**BACKGROUND:**

The Neosho City Council is considering a Resolution of Intent related to a proposed industrial development project by LZB Manufacturing, Inc. (La-Z-Boy). The company is exploring construction of a new 164,000-square-foot distribution center at the intersection of Doniphan Drive and Hempstead Road.

To support the project, the City may utilize Chapter 100 industrial development revenue bonds, a commonly used economic development tool. These bonds would help finance construction and equipment for the facility, but they are not a debt of the City and would be repaid entirely by La-Z-Boy through a lease.

The Resolution of Intent outlines a proposed 20-year phased property tax abatement schedule, beginning with 100% abatement in the early years and gradually decreasing over time. Final abatement details will be reviewed through a cost-benefit analysis and a Performance Agreement brought back to the Council at a later date.

At this stage, the Resolution only authorizes staff and the City’s bond counsel, Gilmore & Bell, to prepare the required documents and formal project plan. No bonds are issued, and no incentives are finalized by this action. Final approval will come back to the City Council following statutory notifications, analysis, and preparation of all agreements.

This project represents an opportunity to support local job retention and economic growth while ensuring transparency and a structured approval process.

**RECOMMENDATION:**

Approval of the Resolution as submitted.

**RESOLUTION NO. 2026-04**

**A RESOLUTION OF OFFICIAL INTENT OF THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, FOR THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS RELATING TO A PROJECT FOR THE BENEFIT OF LZB MANUFACTURING, INC., AND AUTHORIZING CERTAIN PRELIMINARY ACTIONS RELATING THERETO.**

**WHEREAS**, the City of Neosho Missouri (the "**City**"), a constitutional charter city and political subdivision of the State of Missouri, is authorized and empowered under the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "**Act**"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

**WHEREAS**, LZB Manufacturing, Inc. (the "**Company**"), has requested that (a) the City prepare and approve a plan for an industrial development project consisting of (1) constructing a new approximately 164,000 square foot distribution center facility (the "**Project Improvements**") located at the Doniphan Drive and Hempstead Road intersection in the City (the "**Project Site**") and (2) acquiring and installing of certain machinery, equipment and other personal property in connection therewith (the "**Project Equipment**," together with the Project Site and the Project Improvements to be located thereon, the "**Project**"); (b) the City issue its taxable industrial development revenue bonds (the "**Bonds**") to provide funds to pay the costs of the Project; and (c) the City lease the Project to the Company, all in accordance with and pursuant to the Act; and

**WHEREAS**, the Bonds would be payable solely out of payments, revenues and receipts derived from the lease of the Project by the City to the Company; and

**WHEREAS**, the City has determined that it is necessary and desirable to declare the official intent of the City to finance the costs of the Project from the proceeds of the Bonds for such purposes, subject to certain terms and conditions set forth in this Resolution; and

**WHEREAS**, Section 100.050 of the Act requires the City to prepare a plan in connection with any industrial development project proposed to be undertaken pursuant to the Act (the "**Plan**"); and

**WHEREAS**, Section 100.059 of the Act requires the City, not less than twenty days prior to the City Council's approval of the Plan, to provide notice of the proposed Project to the affected taxing jurisdictions;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, AS FOLLOWS:**

**Section 1: Finding of Public Benefit.** The City Council hereby finds and determines that the Project will promote the economic welfare and development of the City and of the taxing jurisdictions where the Project is located, and that the issuance of the Bonds to pay the cost of the Project will be in furtherance of the public purposes set forth in the Act.

**Section 2: Declaration of Intent and Preliminary Approval of Incentives.**

(a) The City Council declares the intent of the City to issue the Bonds in a total principal amount not anticipated to exceed \$20,000,000 for the benefit of the Company to finance the costs of such Project, and preliminarily approves the following incentives to be offered to the Company, subject to the conditions to the issuance of the Bonds set forth in **Section 4** of this Resolution:

(1) *Real Property and Personal Property Tax Abatement:* In exchange for the Company's agreement to maintain certain requirements at the Project Site, the Company will receive real and personal property tax abatement on the Project for a period of 20 years, as follows:

- (i) *Years 1 through 5:* 100% property tax abatement on the Project;
- (ii) *Years 6 through 10:* 75% property tax abatement on the Project;
- (iii) *Years 11 through 15:* 50% property tax abatement on the Project; and
- (iv) *Years 16 through 20:* 25% property tax abatement on the Project.

(b) The specific terms of the real and personal property tax abatement and other requirements the Company may be required to satisfy during the tax abatement period with respect to the Project will be set forth in a Performance Agreement (defined herein) between the City and the Company to be approved by the City Council at a later date in connection with the issuance of the Bonds.

**Section 3: Limited Obligations.** The Bonds shall be limited and special revenue obligations payable solely out of payments, revenues and receipts derived from the lease of the Project by the City to the Company. The Bonds and the interest thereon shall not be a debt of the City or the State of Missouri, and neither the City nor the State of Missouri shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction.

**Section 4: Conditions to Issuance of Bonds.** This Resolution constitutes a statement of intent of the City Council. The issuance of the Bonds and the execution and delivery of any documents related to the Bonds and the Project are subject, in the sole discretion of the City, to the following conditions:

- (a) subsequent approval by the City Council of a Plan for the Project in accordance with Section 100.050 of the Act, including a cost-benefit analysis of the impact of the Project and the terms of real and personal property tax abatement with respect to the Project;
- (b) subsequent approval of an ordinance by the City Council authorizing the issuance of the Bonds and the execution and delivery of the legal agreements and related instruments required in connection therewith;
- (c) obtaining any other necessary governmental approvals for the Project;
- (d) agreement by the City, the Company and the purchaser of the Bonds upon (1) mutually acceptable terms for the Bonds and for the sale and delivery thereof and (2) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project, including a performance agreement between the City and the Company for the Project (the "**Performance Agreement**") setting forth the terms of the real and personal

property tax abatement to be described in the Plan, certain requirements to be maintained by the Company at the Project Site and other matters relating to the Project; and

- (e) receipt by the City of satisfactory indemnification from the Company for all other matters relating to the Project, and the Company's agreement to pay all expenses of the City, including but not limited to legal fees, in connection with City's approval of the Plan and issuance of the Bonds for the Project.

**Section 5: Preparation of the Plan and Other Bond Documents.** The City Council hereby authorizes the preparation of the Plan for the Project in accordance with the Act and further authorizes Gilmore & Bell, P.C., as Bond Counsel to the City, together with the officers and employees of the City, to work with the Company, their respective counsel and others, to prepare for submission to and final action by the City Council all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder in connection with the issuance of the Bonds for the Project. The City Council hereby approves the engagement of Gilmore & Bell, P.C., as Bond Counsel to the City in connection with the issuance of the Bonds, and authorizes the execution of the engagement letter provided to the City.

**Section 6: Further Authority.** The City hereby authorizes and empowers the officers and representatives of the City to do all such acts and things and to execute, acknowledge and deliver all such documents as may in their discretion be deemed necessary or desirable in order to carry out or comply with the terms and provisions of this Resolution in connection with the issuance of the Bonds. All of the acts and undertakings of such officers and representatives which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done shall be and the same are hereby in all respects, ratified, confirmed and approved.

**Section 7: Effective Date.** This Resolution shall be in full force and effect from and after the date of its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 3<sup>rd</sup> day of February, 2026, by a vote of \_\_\_\_\_.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Richard Davidson, Mayor

ATTEST:

\_\_\_\_\_  
Cheyenne Wright, City Clerk

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Derek A. Snyder, City Attorney





2405 Grand Boulevard, Suite 1100  
Kansas City, Missouri 64108-2521

(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

January 27, 2026

City of Neosho, Missouri  
Attn: David Kennedy, City Manager  
203 E. Main Street  
Neosho, Missouri 64850

Re: Fee Agreement Relating to Approximately \$20,000,000 City of Neosho, Missouri, Taxable Industrial Development Revenue Bonds (LZB Manufacturing, Inc. Project), Series 2026 (the “**Bonds**”)

Dear Mr. Kennedy:

The purpose of this letter is to advise you of our fee estimate and to describe the services we will provide as bond counsel to the City of Neosho, Missouri (the “**City**”), in connection with the proposed issuance of the above-referenced Chapter 100 Bonds. We understand the proceeds of the Bonds will be used to construct and equip a new distribution center facility (collectively, the “**Project**”) for the benefit of LZB Manufacturing, Inc., or a related company (the “**Company**”). The Bonds will be limited obligations of the City, payable solely from money derived from the lease of the Project by the City to the Company.

### SCOPE OF SERVICES

As bond counsel to the City, we expect to perform the following duties in connection with the issuance of the Bonds:

- (1) Examine applicable law as it relates to the authorization and issuance of the Bonds and advise the City regarding the legal authority for the issuance of the Bonds and other legal matters related to the structure of the Bonds.
- (2) Prepare or review authorizing proceedings and other legal documents necessary or appropriate to the authorization, issuance and delivery of the Bonds and the lease of the Project to the Company.
- (3) Prepare the Plan for Industrial Development and Cost Benefit Analysis to ensure compliance with the requirements of Section 100.050 of the Missouri Revised Statutes.
- (4) Attend meetings and conferences related to the Bonds and otherwise consult with the parties to the transaction prior to the issuance of the Bonds.
- (5) Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the Bonds.
- (6) Undertake such additional duties as we deem necessary to complete the transaction.

Our duties in connection with the issuance of the Bonds are limited to those expressly set forth above. Among other things, our duties do not include:

- (a) Expressing any opinion regarding the taxability of the Company's leasehold interest under the Lease Agreement between the City and the Company.
- (b) Drafting state constitutional or legislative amendments or pursuing test cases or other litigation.
- (c) Making an investigation or expressing any view as to the creditworthiness of the Company.

#### **ATTORNEY-CLIENT RELATIONSHIP**

In this transaction, the City will be our client and an attorney-client relationship will exist between the City and us. In performing our services as bond counsel, we will represent the interests of the City exclusively. We understand that the Company will be represented by other counsel. We will not be representing the Company or any other party and will not be acting as an intermediary among the parties.

#### **FEES AND EXPENSES**

Although the City will be our sole client, the Company will be responsible for paying our legal fees. Based upon (1) our current understanding of the terms, structure, size and schedule of the transaction, including our understanding that all of the Bonds will be purchased by the Company, (2) the duties we will undertake pursuant to this letter, (3) the time we expect to devote to the financing and (4) the responsibilities we assume, our fee will be \$55,000. If at any time we believe circumstances warrant an adjustment to that fee, we will notify you and the Company and provide a revised payment agreement to the Company.

The fees will be payable by the Company by electronic wire transfer on the date the Bonds are issued.

The amounts set forth above will be inclusive of all expenses other than recording fees.

#### **CONCLUSION**

If the foregoing terms are acceptable to you, please so indicate by returning a signed copy of this letter. We look forward to working with you.

Very truly yours,



Haden Crumpton

**ACCEPTED and APPROVED:**

Date: February 3, 2026.

**CITY OF NEOSHO, MISSOURI**

By: \_\_\_\_\_  
Name: David Kennedy  
Title: City Manager

**ACKNOWLEDGEMENT:**

**LZB MANUFACTURING, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

---

**REQUESTED COUNCIL MEETING DATE:** February 3, 2026

**ITEM: Resolution Bill No. 2026-05: Engagement letter with Gilmore Bell**

---

**ORIGINATING DEPARTMENT:** City Manager

**ATTACHMENT:**

- 1. Res. Bill No. 2026-05 Agreement w-LZB & Gilmore & Bell**
  - 2. Engagement Letter (Neosho Ch 100 - La-Z-Boy 2026)**
- 

**PURPOSE:**

To approve the Engagement Letter with Gilmore Bell.

**BACKGROUND:**

This engagement letter simply formalizes the City's agreement with bond counsel for the upcoming Chapter 100 bond issuance supporting the La-Z-Boy distribution center project. Bond counsel's role is to handle the legal side of the bond issuance—preparing documents, ensuring we meet state requirements, and guiding the City through the closing process. The City is their client, but La-Z-Boy will cover the legal fee, which is \$55,000. These bonds are limited-obligation bonds, meaning they're paid entirely by La-Z-Boy through lease payments and do not create any financial liability for the City."

**RECOMMENDATION:**

Approve the Resolution as submitted.

**Resolution Bill No. 2026-05**

**A RESOLUTION of the City of Neosho, Missouri, approving a Fee Agreement by and between the City of Neosho, LZB Manufacturing, Inc., a Missouri foreign corporation and Gilmore & Bell, a Missouri professional corporation for the purpose of approving legal services relating to Taxable Industrial Development Revenue Bonds; and authorizing the City Manager to execute the same by and on behalf of the City of Neosho.**

**NOW, THEREFORE BE IT RESOLVED** by the City of Neosho, Missouri as follows:

That the Fee Agreement by and between the City of Neosho, LZB Manufacturing, Inc., a Missouri foreign corporation and Gilmore & Bell, a Missouri professional corporation for the purpose of approving legal services relating to Taxable Industrial Development Revenue Bonds; a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

**BE IT FURTHER RESOLVED**, the City Manager is hereby authorized to execute approval of the Fee Agreement.

**BE IT FURTHER RESOLVED**, this Resolution shall be effective as of 2nd day of February, 2026.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 2nd day of February, 2026, by a vote of \_\_\_\_\_.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Richard Davidson, Mayor

ATTEST:

\_\_\_\_\_  
Cheyenne Wright, City Clerk  
SEAL

APPROVED AS TO FORM:

\_\_\_\_\_  
Derek A. Snyder, City Attorney



2405 Grand Boulevard, Suite 1100  
Kansas City, Missouri 64108-2521

(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

January 27, 2026

City of Neosho, Missouri  
Attn: David Kennedy, City Manager  
203 E. Main Street  
Neosho, Missouri 64850

Re: Fee Agreement Relating to Approximately \$20,000,000 City of Neosho, Missouri, Taxable Industrial Development Revenue Bonds (LZB Manufacturing, Inc. Project), Series 2026 (the “**Bonds**”)

Dear Mr. Kennedy:

The purpose of this letter is to advise you of our fee estimate and to describe the services we will provide as bond counsel to the City of Neosho, Missouri (the “**City**”), in connection with the proposed issuance of the above-referenced Chapter 100 Bonds. We understand the proceeds of the Bonds will be used to construct and equip a new distribution center facility (collectively, the “**Project**”) for the benefit of LZB Manufacturing, Inc., or a related company (the “**Company**”). The Bonds will be limited obligations of the City, payable solely from money derived from the lease of the Project by the City to the Company.

#### **SCOPE OF SERVICES**

As bond counsel to the City, we expect to perform the following duties in connection with the issuance of the Bonds:

- (1) Examine applicable law as it relates to the authorization and issuance of the Bonds and advise the City regarding the legal authority for the issuance of the Bonds and other legal matters related to the structure of the Bonds.
- (2) Prepare or review authorizing proceedings and other legal documents necessary or appropriate to the authorization, issuance and delivery of the Bonds and the lease of the Project to the Company.
- (3) Prepare the Plan for Industrial Development and Cost Benefit Analysis to ensure compliance with the requirements of Section 100.050 of the Missouri Revised Statutes.
- (4) Attend meetings and conferences related to the Bonds and otherwise consult with the parties to the transaction prior to the issuance of the Bonds.
- (5) Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the Bonds.
- (6) Undertake such additional duties as we deem necessary to complete the transaction.

Our duties in connection with the issuance of the Bonds are limited to those expressly set forth above. Among other things, our duties do not include:

- (a) Expressing any opinion regarding the taxability of the Company's leasehold interest under the Lease Agreement between the City and the Company.
- (b) Drafting state constitutional or legislative amendments or pursuing test cases or other litigation.
- (c) Making an investigation or expressing any view as to the creditworthiness of the Company.

#### **ATTORNEY-CLIENT RELATIONSHIP**

In this transaction, the City will be our client and an attorney-client relationship will exist between the City and us. In performing our services as bond counsel, we will represent the interests of the City exclusively. We understand that the Company will be represented by other counsel. We will not be representing the Company or any other party and will not be acting as an intermediary among the parties.

#### **FEES AND EXPENSES**

Although the City will be our sole client, the Company will be responsible for paying our legal fees. Based upon (1) our current understanding of the terms, structure, size and schedule of the transaction, including our understanding that all of the Bonds will be purchased by the Company, (2) the duties we will undertake pursuant to this letter, (3) the time we expect to devote to the financing and (4) the responsibilities we assume, our fee will be \$55,000. If at any time we believe circumstances warrant an adjustment to that fee, we will notify you and the Company and provide a revised payment agreement to the Company.

The fees will be payable by the Company by electronic wire transfer on the date the Bonds are issued.

The amounts set forth above will be inclusive of all expenses other than recording fees.

#### **CONCLUSION**

If the foregoing terms are acceptable to you, please so indicate by returning a signed copy of this letter. We look forward to working with you.

Very truly yours,



Haden Crumpton

**ACCEPTED and APPROVED:**

Date: February 3, 2026.

**CITY OF NEOSHO, MISSOURI**

By: \_\_\_\_\_  
Name: David Kennedy  
Title: City Manager

**ACKNOWLEDGEMENT:**

**LZB MANUFACTURING, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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**REQUESTED COUNCIL MEETING DATE:** February 3, 2026

**ITEM:** 2027 FY HMV Grant Application

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**ORIGINATING DEPARTMENT:** Police Department

**ATTACHMENT:**

1. 2026-2027 HMV Grant Application Draft

2. 1255City\_Authorization\_Form - HMV

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### **PURPOSE:**

To request City Council approval for the Neosho Police Department to submit the FY2027 Hazardous Motor Vehicle (HMV) Grant application to the Missouri Department of Public Safety for reimbursement of personnel, training, and equipment expenses related to enhanced traffic enforcement operations.

### **BACKGROUND:**

The Neosho Police Department seeks authorization to apply for the FY2027 Hazardous Motor Vehicle Grant, administered by the Missouri Department of Public Safety. This grant program provides reimbursement for eligible personnel costs, equipment purchases, and training intended to reduce hazardous driving behaviors and improve traffic safety within the community.

The primary objective of the HMV Grant is to increase high-visibility traffic enforcement in areas of the city where traffic crash volumes are elevated. Enhanced enforcement efforts improve driver awareness of the Neosho Police Department's presence and are intended to deter unsafe driving behaviors before they result in traffic crashes. Last year, the City recorded **241 traffic crashes**, underscoring the continued need for focused enforcement and targeted safety initiatives.

For FY2027, the Police Department intends to request reimbursement for overtime personnel costs associated with increased traffic enforcement operations, equipment upgrades, and specialized training. Specifically, the department seeks to purchase **two radar units** to replace aging equipment and maintain one unit in reserve in the event of equipment failure.

In addition, the department proposes to send an officer to the **Law Enforcement Traffic and Safety Advisory Council (LETSAC)** conference. Attending this training would allow staff to bring back current best practices and strategies to further advance driver and pedestrian safety within Neosho.

The total anticipated request under the HMV Grant is **approximately \$13,260** for FY2027. Although the grant submission deadline is **March 1**, the department has not yet received all necessary statistical data from the current RMS system, and therefore can only present a partial application at this time. Approval from the Council will allow staff to finalize the remaining components and submit the application on time.

### **RECOMMENDATION:**

It is recommended that the City Council:

1. **Authorize the Neosho Police Department to submit the FY2027 Hazardous Motor Vehicle Grant**

**application** to the Missouri Department of Public Safety in the amount of **\$13,260** for reimbursement of personnel, training, and equipment; and

2. **Authorize the Council to sign the Hazardous Motor Vehicle Authorization Form** required for submission of the grant application.



**Highway Safety and Traffic Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2026 through September 30, 2027**

Highway Safety and Traffic Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102

(Application due by March 01, 2026)

**Agency:** Neosho Police Dept.

**Agency ORI#:** MO0730300

**Address:** 201 N College Street

**Federal Tax ID#:** 446000230

**UEI:** GZ1KF6N5E9P8

**City:** Neosho

**State:** MO

**Zip:** 648501469

**County:** Newton

**Phone:** 417-451-8012

**Fax:** 417-451-8008

**Contact:** Ms. Rachel Kimmel

**Email:** rkimmel@neoshomo.org

**Jurisdiction:** Rural

**Jurisdiction Population:** 11,833

**Targeted Population:** Aggressive Drivers

**Project activity for which your agency is requesting funding:**

Hazardous Moving Violation

**Project Title:** HMV Enforcement

**Requested Amount:** \$13,260.00

**Brief Description:** HMV Enforcement

P. Russell

\_\_\_\_\_  
**Authorizing Official**

\_\_\_\_\_  
**Authorizing Official Signature**

Chief of Police

\_\_\_\_\_  
**Authorizing Official Title**

## PROBLEM IDENTIFICATION

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Per the FY 24-26 Triennial Highway Safety Plan, during the last 5 years, no behavior on Missouri roadways has contributed to traffic fatalities as frequently as speed and aggressive driving. From 2017-2021, there were 2,547 fatalities involving a speeding or aggressive driver, accounting for 53% of all traffic fatalities. Speed and aggressive driving are cited in fatal crash reports as a contributing circumstance more than twice as often as impaired driving, and feedback and citation data from law enforcement agencies indicate speeds are up significantly during the last 3 years.

The Neosho Police Department serves a population of 13,782 residents, according to the 2023 U.S. Census Bureau. The community includes multiple schools, business districts, and state highway corridors, which contribute to increased traffic volume throughout the city.

Traffic congestion is most pronounced during peak commuting hours (7:00 a.m. - 9:00 a.m. and 4:00 p.m. - 6:00 p.m.), when residents and commuters travel to and from work and school. During these periods, drivers are more likely to experience time pressure, stress, and distraction, which increases the likelihood of speeding, careless driving, and aggressive behaviors.

These conditions elevate the risk of traffic crashes, as some motorists fail to maintain adequate attention to their own safety and the safety of other roadway users. The combination of higher traffic volume, commuter behavior, and roadway characteristics underscores the need for targeted enforcement and high-visibility patrols during identified high-risk time frames.

## GOALS/OBJECTIVES

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As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average fatality target of 897.6 by December 31, 2026.

Based on a goal of 0 serious injuries by 2040, Missouri is setting a five-year average serious injury target of 4,486.1 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average speed related fatality target of 293.8 by December 31, 2026.

### Problem Identification and Goal Statement

The Neosho Police Department is committed to reducing traffic-related fatalities and serious injuries and supports a long-term goal of zero fatalities and zero serious injuries resulting from traffic crashes. To achieve this, the department has established measurable enforcement and crash reduction objectives that emphasize aggressive and distracted driving prevention. Statewide traffic fatality data demonstrates a persistent and concerning trend. According to the Missouri Department of Transportation, traffic fatalities totaled 1,016 in 2021, 1,057 in 2022, 991 in 2023, and 955 in 2024. A leading contributing factor in fatal crashes across Missouri is aggressive or inattentive driving. In 2021, 548 fatal crashes were attributed to aggressive or inattentive driving. This trend continued with 517 in 2022, 524 in 2023, and 483 in 2024, highlighting the need for focused enforcement and prevention efforts.

Based on agency crash data and a target of zero fatalities by 2030, the Neosho Police Department has established the following performance targets:

- A five-year rolling average serious injury crash target of 27.5
- A five-year rolling average fatality target of 1.5

These targets provide measurable benchmarks to evaluate the effectiveness of enforcement activities and guide data-driven adjustments throughout the grant period.

The primary goal of this project is to reduce crashes resulting from aggressive and distracted driving through increased traffic enforcement, high-visibility patrols, and officer presence in identified high-crash corridors. By focusing enforcement efforts on behaviors most commonly associated with fatal and serious injury crashes, the Neosho Police Department seeks to improve roadway safety and reduce the human and economic costs of traffic crashes within the community.

## PROJECT DESCRIPTION

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The Neosho Police Department serves a population of 13,782 residents, according to the 2023 U.S. Census Bureau. The jurisdiction includes multiple schools, commercial areas, and state highway corridors, which generate increased traffic volume and complex traffic patterns throughout the community.

Traffic volumes are highest during peak commuting periods (7:00 a.m. - 9:00 a.m. and 4:00 p.m. - 6:00 p.m.), when residents and non-resident motorists travel to and from employment centers and schools. These time frames are associated with increased congestion and a higher likelihood of speeding, aggressive driving, and distracted driving behaviors.

Periods of elevated traffic demand combined with driver distraction and time pressure increase the risk of traffic crashes. During peak hours, motorists may fail to maintain appropriate attention to traffic control devices, roadway conditions, and other roadway users. The interaction of traffic volume, commuter behavior, and roadway characteristics identifies these time frames as high-risk periods for traffic crashes, supporting the need for focused traffic enforcement and high-visibility patrols.

## SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
<b>You must answer the following questions.</b>	
1 Does your agency have and enforce a safety belt policy for all employees/personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application?	Yes
8 If NO, please explain.	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
10 If YES, please explain.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
12 If YES, please explain.	
13 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. Yes, there were sudden staff shortages in the past. Officers were working overtime to cover other shifts.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	Yes
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	

18 What is the location of your project (City, County, or Counties)?

City of Neosho, within Newton County

19 What is your organization type?

Enforcement Agency

20 If answered OTHER, please explain.

**Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.**

21 Total number of DWI violations written by your agency.	111
22 Total number of speeding citations written by your agency.	640
23 Total number of HMV citations written by your agency.	121
24 Total number of child safety/booster seat citations written by your agency.	14
25 Total number of safety belt citations written by your agency.	5
26 Total number of warnings issued.	1554

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.**

27 Total number of traffic crashes.	244
28 Total number of traffic crashes resulting in a fatality.	0
29 Total number of traffic crashes resulting in a serious injury.	7
30 Total number of speed-related traffic crashes.	
31 Total number of speed-related traffic crashes resulting in a fatality.	0
32 Total number of speed-related traffic crashes resulting in a serious injury.	
33 Total number of alcohol-related traffic crashes.	6
34 Total number of alcohol-related traffic crashes resulting in a fatality.	0
35 Total number of alcohol-related traffic crashes resulting in a serious injury.	0
36 Total number of unbuckled fatalities.	0
37 Total number of unbuckled serious injuries.	0

**Enter your agency's information below.**

38 Total number of commissioned law enforcement officers.	22
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39 Total number of commissioned patrol and traffic officers.	18
40 Total number of commissioned law enforcement officers available for overtime enforcement.	18
41 Total number of vehicles available for enforcement.	14
42 Total number of radars/lasers.	14
43 Total number of in-car video cameras.	0
44 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.	
1 - Intox DataMaster DMT	
14 - Portable Breath Testers	
45 Total number of Breath Instruments.	15

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

- 46 Identify primary enforcement locations.
- All streets and highways within the city limits. The primary area of focus will be school zones and heavy traffic near businesses and highways.
- 47 Enter the number of enforcement periods your agency will conduct each month. 1
- 48 Enter the months in which enforcement will be conducted.
- All months of the year, or every quarter.
- 49 Enter the days of the week in which enforcement will be conducted.
- Any day of the week.
- 50 Enter the time of day in which enforcement will be conducted.
- Any time of the day the extra enforcement is deemed necessary.
- 51 Enter the number of officers assigned during the enforcement period. 1
- 52 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.
- New radar units are necessary for the officers during traffic enforcement operations. Some of the radars are extremely dated, harder to use, and in need of repairs or replacement. We compared the cost of a brand new Stalker DSR 2X Radar (\$3,435.00) and a refurbished Stalker DSR 2X Radar (\$1,650.00). This type of radar is preferred among the officers for its quality and ease of use. With such a difference in cost we would be able to replace more of our radar units which is highly needed for our agency. We are requesting 4 refurbished radars instead of 1 new radar. The department had a good experience with our last refurbished purchase acquired with our current MODOT HMV equipment grant funding.

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state MIBRS, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

The Neosho Police Department will be responsible for the administrative evaluation and oversight of this project. Project effectiveness will be evaluated using both process and outcome measures to ensure grant objectives are met and funds are fully utilized in accordance with grant requirements.

Officers may volunteer for dedicated traffic enforcement assignments . To ensure full utilization of grant funding and project resources, officers will be assigned as necessary to support scheduled enforcement activities .

Project evaluations will be conducted monthly and at the conclusion of the grant period to assess progress toward the stated goals and objectives. Evaluation measures will include, but are not limited to:

- Completion of planned enforcement activities and assigned patrol hours
- Timely purchase and deployment of approved equipment
- Completion of required officer training
- Analysis of traffic crash data, including trends in fatal and serious injury crashes

Evaluation findings will be used to determine overall project effectiveness and to guide any necessary adjustments during the grant period to maximize traffic safety outcomes .

## ADDITIONAL FUNDING SOURCES

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1. MODOT, HVM Grant, \$11,276, October 1, 2025- September 30, 2026
2. MODOT, DWI Grant, \$10,610, October 1, 2025 - September 30, 2026
3. DPS, Blue Shield Grant, \$50,000, October 1, 2025 - May 15, 2026
4. DPS, LVCP Grant, \$4,798.20, January 15, 2026 - May 31, 2026
5. Bureau of Justice, BVP Grant, \$1,862, April1, 2024 - August 31, 2026

**BUDGET**

<b>Category</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Match</b>	<b>Total Requested</b>
<b>Equipment</b>							
	RADAR/LIDAR	Stalker Dual DSR 2X	4	\$1,650.00	\$6,600.00	\$0.00	\$6,600.00
	RADAR/LIDAR	Stalker VSS Direct Wire Kit	4	\$90.00	\$360.00	\$0.00	\$360.00
					<b>\$6,960.00</b>	<b>\$0.00</b>	<b>\$6,960.00</b>
<b>Personnel</b>							
	Dedicated Enforcement Hours and/or Fringe		100	\$45.00	\$4,500.00	\$0.00	\$4,500.00
					<b>\$4,500.00</b>	<b>\$0.00</b>	<b>\$4,500.00</b>
<b>Training</b>							
	Professional Development	LETSAC conference.	2	\$900.00	\$1,800.00	\$0.00	\$1,800.00
					<b>\$1,800.00</b>	<b>\$0.00</b>	<b>\$1,800.00</b>
<b>Total Contract</b>					<b>\$13,260.00</b>	<b>\$0.00</b>	<b>\$13,260.00</b>

**ATTACHMENTS**

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	Quote 1 (Choice) YCG Radars - HVM.pdf	01/30/2026
PDF	PDF Document	Quote 2 PB Electronics Radars- HVM.pdf	01/30/2026
PDF	PDF Document	Quote 3 Tarheel Waves Radars- HVM.pdf	01/30/2026



## CITY COUNCIL AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the Council of \_\_\_\_\_  
\_\_\_\_\_ held a meeting and discussed the City's participation  
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of \_\_\_\_\_  
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the  
financial assistance available under the Missouri Highway Safety Program for  
Traffic Enforcement and report back to the Council his/her recommendations.  
When funding through the Highway Safety Division is no longer available, the  
local government entity agrees to make a dedicated attempt to continue support  
for this traffic safety effort.

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

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Council Member

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Council Member

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Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Mayor

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**REQUESTED COUNCIL MEETING DATE:** February 3, 2026

**ITEM:** 2027 FY DWI Grant Application

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**ORIGINATING DEPARTMENT:** Police Department

**ATTACHMENT:**

1. 2026-2027 DWI Grant Application Draft

2. 1255City\_Authorization\_Form - DWI

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**PURPOSE:**

To request City Council approval for the Neosho Police Department to submit the FY2027 Driving While Intoxicated (DWI) Enforcement Grant application to the Missouri Department of Public Safety for reimbursement of personnel overtime and procurement of roadside drug-impairment detection equipment.

**BACKGROUND:**

The Neosho Police Department seeks authorization to apply for the FY2027 Driving While Intoxicated Enforcement Grant administered by the Missouri Department of Public Safety. This grant provides reimbursement to law enforcement agencies for personnel overtime, equipment, and related costs associated with efforts to reduce impaired driving and increase roadway safety.

For FY2027, the department is requesting **\$21,510** in total grant funding. The application includes reimbursement for overtime expenses related to high-visibility DWI enforcement activities, along with the purchase of three **SoToxa Oral Fluid Mobile Systems** and three packages of **SoToxa Breath Test Cartridges**.

The SoToxa Oral Fluid Mobile System is a portable saliva-based testing instrument that allows officers to detect the active components of controlled substances roadside. SoToxa tests for marijuana, fentanyl, methamphetamines, opioids, and others. The device provides rapid, preliminary results and improves officer confidence that laboratory-confirmed results will later support the presence of controlled substances in the driver's system. The addition of three units will increase the department's total inventory of SoToxa instruments to **four**, expanding the availability of this tool across the fleet.

The increased use of SoToxa devices will directly enhance the Police Department's ability to detect and enforce drug-related impaired driving offenses. These instruments also support investigative needs during **injury-related traffic crashes**, especially in situations where field sobriety tests cannot be administered or are considered invalid due to injuries or medical conditions.

Improving roadside detection capabilities strengthens the department's mission to reduce impaired-driving crashes, protect roadway users, and support timely and accurate impairment investigations.

**RECOMMENDATION:**

It is recommended that the City Council:

1. **Authorize the Neosho Police Department to submit the FY2027 DWI Enforcement Grant application** to the Missouri Department of Public Safety in the amount of **\$21,510** for reimbursement of personnel

overtime and procurement of SoToxa roadside drug-detection equipment; and

2. **Authorize the City Council to sign the required DWI Enforcement Grant Authorization Form** necessary to complete the application and submission process.



**Highway Safety and Traffic Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2026 through September 30, 2027**

Highway Safety and Traffic Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102

(Application due by March 01, 2026)

**Agency:** Neosho Police Dept.

**Agency ORI#:** MO0730300

**Address:** 201 N College Street

**Federal Tax ID#:** 446000230

**UEI:** GZ1KF6N5E9P8

**City:** Neosho

**State:** MO

**Zip:** 648501469

**County:** Newton

**Phone:** 417-451-8012

**Fax:** 417-451-8008

**Contact:** Ms. Rachel Kimmel

**Email:** rkimmel@neoshomo.org

**Jurisdiction:** Rural

**Jurisdiction Population:** 11,833

**Targeted Population:** Impaired Drivers

**Project activity for which your agency is requesting funding:**  
  
Impaired Driving

**Project Title:** Impaired Driving Enforcement

**Requested Amount:** \$21,510.00

**Brief Description:** Impaired Driving Enforcement

P. Russell

\_\_\_\_\_  
**Authorizing Official**

\_\_\_\_\_  
**Authorizing Official Signature**

Cheif of Police

\_\_\_\_\_  
**Authorizing Official Title**

## PROBLEM IDENTIFICATION

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Per the FY24-26 Triennial Highway Safety Plan, substance-impaired drivers contributed to 22% of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7% of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

Impaired driving endangers not only the driver and their passengers, but every person sharing the roadway. The consumption of alcohol or drugs significantly slows reaction time, diminishes reflexes, and impairs judgment, concentration, and vision. Operating a motor vehicle under these conditions is extremely dangerous and poses a serious threat to public safety. The City of Neosho has a population of 13,328 according to the 2023 U.S. Census Bureau. The community is home to multiple schools, businesses, restaurants, and state highway systems, resulting in a high volume of both vehicular and pedestrian traffic. This combination increases the likelihood of interactions between impaired drivers and vulnerable road users, creating hazardous conditions for everyone on the road.

In 2024, the Neosho Police Department reported a total of 17 alcohol- and/or drug-involved crashes. During that same year, officers made 74 driving while intoxicated (DWI) arrests. In 2025, DWI arrests increased to 111. Proactive enforcement efforts and increased DWI arrests play a critical role in deterring impaired driving and preventing crashes, injuries, and fatalities within the community.

## GOALS/OBJECTIVES

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As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

The Neosho Police Department strives to achieve zero traffic fatalities and zero serious injuries resulting from crashes by the year 2035. This ten-year timeframe allows the department to implement targeted traffic enforcement strategies, evaluate effectiveness, and make necessary adjustments to support the long-term goal of eliminating fatal and serious injury crashes. According to the Missouri State Highway Patrol 2022 Crash Statistics, the Neosho Police Department reported a total of 20 alcohol- and drug-involved crashes. These crashes resulted in 15 injuries and 1 fatality, underscoring the continued risk impaired driving poses to the community.

In support of a zero-fatality goal by 2030, the Neosho Police Department has established measurable performance targets based on agency data. The department is setting a five-year rolling average target of 7.5 serious injuries related to alcohol- and drug-involved crashes. Additionally, the department is establishing a five-year rolling average fatality target of 0.5.

The primary goal of this initiative is to reduce alcohol- and drug-related crashes through increased traffic enforcement and enhanced officer visibility. These efforts are intended to deter impaired driving, improve roadway safety, and protect motorists, pedestrians, and the community at large.

## PROJECT DESCRIPTION

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The Neosho Police Department plans to increase the number of traffic stops for observed traffic violations during grant-funded enforcement activities to enhance roadway safety throughout the community. Through these enforcement efforts, the department seeks to identify and remove impaired drivers from the roadway, protecting both the driver and other road users. Patrol officers will conduct targeted saturation patrols designed to deter and prevent impaired driving. The department will assign between one and four officers per enforcement detail to patrol all areas within the city limits of Neosho, with an emphasis on locations experiencing high traffic volumes, including state highway systems and major intersections. Enforcement activities will be strategically scheduled during holidays, weekends, and other high-risk periods when impaired driving incidents are more prevalent. These special details will require overtime compensation for participating officers.

In addition to enforcement efforts, the department is seeking funding for three SoToxa roadside oral fluid testing systems to assist officers in detecting drug impairment. This equipment will enhance the department's ability to identify narcotics-impaired drivers and support effective enforcement of alcohol- and drug-related traffic laws.

## SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
<b>You must answer the following questions.</b>	
1 Does your agency have and enforce a safety belt policy for all employees/personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application?	Yes
8 If NO, please explain.	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
10 If YES, please explain.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
12 If YES, please explain.	
13 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	Yes
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	

18 What is the location of your project (City, County, or Counties)?

City of Neosho, within Newton County.

19 What is your organization type?

Enforcement Agency

20 If answered OTHER, please explain.

**Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.**

21 Total number of DWI violations written by your agency.	111
22 Total number of speeding citations written by your agency.	640
23 Total number of HMV citations written by your agency.	
24 Total number of child safety/booster seat citations written by your agency.	14
25 Total number of safety belt citations written by your agency.	5
26 Total number of warnings issued.	1468

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.**

27 Total number of traffic crashes.	244
28 Total number of traffic crashes resulting in a fatality.	0
29 Total number of traffic crashes resulting in a serious injury.	
30 Total number of speed-related traffic crashes.	
31 Total number of speed-related traffic crashes resulting in a fatality.	0
32 Total number of speed-related traffic crashes resulting in a serious injury.	
33 Total number of alcohol-related traffic crashes.	
34 Total number of alcohol-related traffic crashes resulting in a fatality.	0
35 Total number of alcohol-related traffic crashes resulting in a serious injury.	
36 Total number of unbuckled fatalities.	0
37 Total number of unbuckled serious injuries.	

**Enter your agency's information below.**

38 Total number of commissioned law enforcement officers.	22
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39 Total number of commissioned patrol and traffic officers.	18
40 Total number of commissioned law enforcement officers available for overtime enforcement.	18
41 Total number of vehicles available for enforcement.	14
42 Total number of radars/lasers.	14
43 Total number of in-car video cameras.	0
44 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.	
1 - Intox DataMaster DMT	
14 - Portable Breath Testers	
45 Total number of Breath Instruments.	15

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

46 Identify primary enforcement locations.	
All streets and highways within the city limits. The primary area of focus will be during times of increased drivers who are driving white impaired.	
47 Enter the number of enforcement periods your agency will conduct each month.	1
48 Enter the months in which enforcement will be conducted.	
All months of the year, or every quarter.	
49 Enter the days of the week in which enforcement will be conducted.	
Any day the extra enforcement is deemed necessary. Optimal days are weekends and holidays.	
50 Enter the time of day in which enforcement will be conducted.	
Any time of night the extra enforcement is deemed necessary. Optimal hours are 10:00 pm to 2:00 am.	
51 Enter the number of officers assigned during the enforcement period.	2
52 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.	

The Neosho Police Department is seeking funding for three SoToxa roadside oral fluid testing systems to enhance the detection and enforcement of drug-impaired driving, particularly involving marijuana and other illegal substances. As the prevalence of drug-impaired driving continues to increase, law enforcement agencies face significant challenges in identifying drivers who are impaired by substances other than alcohol.

Unlike alcohol impairment, which can be quickly measured through breath testing, drug impairment often requires more time-consuming and resource-intensive investigative methods. The SoToxa system provides officers with a reliable, roadside screening tool that detects the presence of commonly abused drugs, including THC, methamphetamine, cocaine, and opioids. This allows officers to make more informed enforcement decisions during traffic stops and impaired driving investigations.

Providing three SoToxa devices will ensure adequate availability across patrol shifts and enforcement details, particularly during grant-funded saturation patrols and high-risk periods. Increased access to this technology will improve officer efficiency, reduce delays in investigations, and strengthen the department's ability to remove drug-impaired drivers from the roadway.

The use of SoToxa testing systems supports proactive traffic enforcement efforts, enhances officer safety, and improves the overall effectiveness of impaired driving enforcement. Ultimately, these devices will assist the Neosho Police Department in reducing drug-related crashes, injuries, and fatalities, while advancing the department's goal of zero traffic fatalities and serious injuries.

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state MIBRS, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

The Neosho Police Department will conduct an administrative evaluation of this project to ensure effective implementation and compliance with grant requirements. Project evaluation will be based on the following criteria:

Officers may volunteer for dedicated traffic enforcement assignments; however, officers will be assigned as necessary to ensure all grant-funded enforcement activities are fully staffed and all grant funds are utilized appropriately.

Project performance will be reviewed on a monthly basis and again at the conclusion of the grant period. These evaluations will assess whether the goals and objectives outlined in the grant contract have been met and will allow the department to make any necessary adjustments to improve program effectiveness.

## ADDITIONAL FUNDING SOURCES

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1. MODOT, HVM Grant, \$11,276, October 1, 2025- September 30, 2026
2. MODOT, DWI Grant, \$10,610, October 1, 2025 - September 30, 2026
3. DPS, Blue Shield Grant, \$50,000, October 1, 2025 - May 15, 2026
4. DPS, LVCP Grant, \$4,798.20, January 15, 2026 - May 31, 2026
5. Bureau of Justice, BVP Grant, \$1,862, April1, 2024 - August 31, 2026

**BUDGET**

<b>Category</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Match</b>	<b>Total Requested</b>
<b>Equipment</b>							
	Breath Instrument	SoToxa Oral Fluid Mobilesystem	3	\$4,975.00	\$14,925.00	\$0.00	\$14,925.00
	Breath Instrument	SoToxa Breath Test Cartidges	3	\$695.00	\$2,085.00	\$0.00	\$2,085.00
					<b>\$17,010.00</b>	<b>\$0.00</b>	<b>\$17,010.00</b>
<b>Personnel</b>							
	Dedicated Enforcement Hours and/or Fringe		100	\$45.00	\$4,500.00	\$0.00	\$4,500.00
					<b>\$4,500.00</b>	<b>\$0.00</b>	<b>\$4,500.00</b>
<b>Total Contract</b>					<b>\$21,510.00</b>	<b>\$0.00</b>	<b>\$21,510.00</b>

**ATTACHMENTS**

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	MO Order Form 2026 (1).pdf	01/30/2026
PDF	PDF Document	SoToxa Mobile Test System brochure-US Intoximeters (6).pdf	01/30/2026



DWI

Highway Safety and Traffic Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

### CITY COUNCIL AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the Council of \_\_\_\_\_  
\_\_\_\_\_ held a meeting and discussed the City's participation  
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of \_\_\_\_\_  
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the  
financial assistance available under the Missouri Highway Safety Program for  
Traffic Enforcement and report back to the Council his/her recommendations.  
When funding through the Highway Safety Division is no longer available, the  
local government entity agrees to make a dedicated attempt to continue support  
for this traffic safety effort.

\_\_\_\_\_  
Council Member

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Council Member

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Council Member

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Council Member

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Council Member

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Council Member

\_\_\_\_\_  
Mayor

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**REQUESTED COUNCIL MEETING DATE:** February 3, 2026

**ITEM:** **Blue Shield Grant Excess Fund Expenditure**

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**ORIGINATING DEPARTMENT:** Police Department

**ATTACHMENT:** **None**

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### **PURPOSE:**

To present a plan for the use of remaining funds from the FY2026 Blue Shield Grant and seek City Council guidance on potential priority areas for expenditure.

### **BACKGROUND:**

For Fiscal Year 2026, the City Council authorized the Police Department to apply for the Blue Shield Grant. The department was awarded **\$50,000**, which was used to obtain essential patrol vehicle equipment, including lightbars, sirens, cages, and various other outfitting components. All approved equipment has now been purchased, and through careful budgeting and cost-saving measures, the department retained nearly **\$5,000** in unspent grant funds.

Historically, shipping costs were not eligible for reimbursement under the Blue Shield Grant. However, because available funds remain, the department can now apply these costs to the grant, resulting in a small savings to the City.

With the primary purchases complete, the question becomes how best to allocate the remaining grant funds. While the department has a proposed use, guidance from the City Council is welcomed should other priorities be identified.

Looking forward to the next budget year, the Police Department intends to strengthen its investigative capabilities by acquiring foundational forensic tools. Currently, the department is heavily dependent on the state crime lab for forensic processing. This reliance often results in significant delays. For example, a seized cellular phone submitted more than **two and a half years ago** was only recently returned, long after the associated case had concluded without critical evidence.

Such delays limit the department's ability to deliver timely justice for victims, especially in cases where early forensic information could influence charging decisions, confirm the severity of a crime, or help identify a suspect. Similarly, latent fingerprint evidence from a burglary may go unprocessed for years if no immediate suspect is available.

On-site forensic capabilities would allow investigators to rapidly develop digital and physical evidence, identify persons of interest sooner, and proceed with parallel submissions to the crime lab for confirmation and admissible analysis.

One tool that would directly enhance these capabilities is a **digital data extraction device** used for cell phones, hard drives, USB drives, and related technologies. This equipment allows investigators to bypass security locks and access data without damaging the device. With such a tool, detectives could access critical data within **24 hours**, determine whether a crime occurred, identify suspects, and expedite case progression. Once analyzed locally, the

device and extracted report can still be submitted to the crime lab for validated forensic analysis.

The cost of upgrading to a modern data extraction system—including hardware, software, and training—is approximately **\$4,500**. This would replace and modernize obsolete equipment the department currently owns.

This plan represents one option for utilizing the remaining Blue Shield funds. The department remains open to council direction should other priorities be preferred.

**RECOMMENDATION:**

It is recommended that the City Council **provide direction on how to allocate the remaining Blue Shield Grant funds**. The Police Department proposes using the balance to purchase a digital data extraction device to enhance basic forensic investigative capabilities; however, the department welcomes any alternate priorities the Council may identify.