

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT BY AND BETWEEN GBK ADVISORS, LLC, AND THE CITY OF CALIFORNIA, MISSOURI.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CALIFORNIA, MISSOURI, AS FOLLOWS:

SECTION 1. That the Contract attached hereto and incorporated herein as if fully set forth between the City of California, Missouri, a municipal corporation, and GBK ADVISORS, LLC, be and the same is hereby approved; the Mayor is hereby authorized and directed to execute the Contract in multiple original for and on behalf of the City and the City Clerk is authorized and directed to attest such signature.

SECTION 2. That the acts taken by the Mayor or any representative or employee of the City with respect to the services to be rendered pursuant to the Contract are hereby ratified and approved.

SECTION 3. This ordinance shall be in full force and effect from and after the date of its passage and approval. Further, copies of this ordinance having been made available for public inspection prior to the time the same is under consideration by the Board of Aldermen of the City of California, Missouri, and the title of the same having been read two times, this ordinance is

PASSED AND APPROVED THIS 11th DAY OF JANUARY, 2021.


MAYOR NORRIS GERHART

ATTEST:


CITY CLERK, AIMEE HILL



CONTRACT

This Contract made this 11th day of January, 2021, by and between the City of California, Missouri, a Municipal Corporation of the State of Missouri, referred to as City, and GBK Advising, LLC, a limited liability company organized in and doing business in the State of Missouri, hereinafter referred to as Contractor.

A. The City has determined it appropriate to analyze the current conditions, policies and procedures, and operational effectiveness of the California, Missouri Police Department and to identify potential areas for improvement or correction that comply with applicable laws, statutes and police standards.

B. The City has determined it necessary to immediately retain the services of a qualified, experienced, consultant with expertise in the area of law enforcement management to perform these professional services.

C. The City of California, Missouri determined it appropriate to retain the professional services of GBK Advising, LLC.

D. NOW, THEREFORE, and in consideration of the sum to be paid to Contractor and the Agreements contained in this Contract, the Contractor and City agree as follows:

Section 1. Statement of Work

As set forth on the Charter attached hereto and incorporated herein by reference.

Section 2. Compensation, Venue

The City shall pay the Contractor for the performance of work specified in this Contract, and the Contractor shall accept as full compensation for this performance the following sums and prices for all work in accordance with the following, with payment to be made in the manner indicated within this document.

\$100.00 per hour plus all expenses incurred

Said sum to be paid by the City to Contractor upon completion of the work to be performed.

The parties agree that the proper jurisdiction and venue for any adjudication concerning this Contract is Moniteau County, Missouri, and the Contractor waives any right of jurisdiction and venue in any other place.

Section 3. Completion Date

As required to complete the project. Either party to this Contract may terminate same upon Notice to the other. Contractor to be paid for all services upon termination.

Section 4. Equal Employment Opportunity

In connection with the execution of this project the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation or national origin. Contractor will take affirmative action to ensure applicants are employed regardless of race, religion, color, sex, sexual orientation, or national origin. Such action shall include but shall not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, advertisement, lay off or termination, rates of pay or other compensation, and selection for training, including apprenticeship.

Section 5. Contract Documents

This Contract with the incorporated Charter, constitute the Contract Documents.

Section 6. Authorized Employees/Proof of Lawful Presence

Contractor 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. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of 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 eligible to work in the United States.

As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Pursuant to Missouri Law, no alien unlawfully present in the United States shall receive any state or local public benefit, except for state or local public benefits that may be offered under 8 U.S.C. 1621(b). "Public benefit" includes a contract with the City.

At or before execution of this Contract, in addition to providing proof of other eligibility requirements, the Contractor who is eighteen years of age or older shall provide affirmative

proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States. Such affirmative proof shall include documentary evidence recognized by the department of revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States. For purposes of this section, the person responsible for submitting and signing the company/contractor's bid submission and contract documents will be required to submit the necessary affirmative proof along with the contract.

Any contractor who cannot provide the proof required under this section at the time of application may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence, in order to receive temporary benefits or a temporary identification document as provided in this section. The affidavit shall be on or consistent with forms prepared by the state or local government agency administering the state or local public benefits and shall include the contractor's Social Security number or any applicable federal identification number and an explanation of the penalties under state law for obtaining public assistance benefits fraudulently.

Any contractor who is an alien shall not receive any state or local public benefit unless the alien's lawful presence in the United States is first verified by the federal government. State and local agencies administering public benefits in this state shall cooperate with the United States Department of Homeland Security in achieving verification of an alien's lawful presence in the United States in furtherance of this section. The system utilized may include the Systematic Alien Verification for Entitlements Program operated by the United States Department of Homeland Security. After lawful presence in the United States has been verified through the Systematic Alien Verification for Entitlements Program, no additional verification is required by the City.

Section 7. Completion of Affidavit as Required by Law

Pursuant to Section 285.530, RSMO, Contractor shall duly and timely sign and properly execute the Affidavit required by Section 285.530, RSMo.

Section 8. Binding Effect of Agreement

All terms and conditions of this Contract shall be binding on the City and the Contractor and their respective heirs, legal and personal representatives, successors and assigns. Sub-contractors must be accepted and approved in writing by the City. In the event of any conflict between the terms of any of the documents comprising the Contract Documents, the terms of this Contract shall control. Nothing in this Agreement shall constitute any waiver of the defense of sovereign immunity by the City of California, its agents, employees, officers, successors, or assigns.

THIS DOCUMENT IS EXECUTED IN MULTIPLE ORIGINAL.

As witness whereof, each party to this Contract has caused it to be executed on the date indicated below.

Date: 1/11/2021

CITY OF CALIFORNIA, MISSOURI:

by: *No. Deha*
City of California, Missouri

ATTEST:
Aimee Kim
City Clerk Hill



SEAL

Date: January 11, 2021

CONTRACTOR GBK ADVISING, LLC:

by: *Greg D. Deha*
President (or authorized officer)

City of California Missouri Police Department Review Charter

VISION:

The City of California, Missouri provides the citizens and visitors of the community with professional, qualified and highly trained policing services to ensure public safety and community support.

MISSION:

To analyze the current conditions, policies and procedures, and operational effectiveness of the California, Missouri Police Department and to identify potential areas for improvement or correction that complies with applicable laws, statutes and police standards.

SPONSORS:

The Mayor and Board of Aldermen of the City of California Missouri

BACKGROUND:

In late 2020 and early in January 2021 the City of California, Missouri Mayor and Board of Aldermen responded to allegations and concerns regarding some aspects of the operation and administrative practices of the California Police Department. The Mayor and Board of Aldermen initiated a review of the allegations as well as the general operational condition of policing services.

For the police department to operate in the most effective and efficient manner the proper allocation of resources, adherence to policies and management practices must be in place. The reviewing resource is charged with identifying recommendations for potential improvement or correction and well as the identification of strengths of the department.

DESIRED OUTCOMES: A successful effort will result in:

1. Identification of the strengths and opportunities of the California Missouri Police Department
2. Review of the current policies and procedures of the California Missouri Police Department and determine areas for possible improvement and determine understanding and compliance with policies by department staff.
3. Conduct interviews as needed with department staff, community leaders, city and county elected officials and others.
4. Review the processes involved for the selection, retention and promotion of California Police Department staff.

5. Documentation of information collected and recommendations in the form of a final report

UNDESIRE **OUTCOME:** A successful effort will not result in:

- Recommendations that are contrary to the stated mission of the City of California and the California Missouri Police Department
- Recommendations that are not supported by professional research and standards
- Recommendations that are likely to significantly exceed the financial capabilities of the City of California Missouri

ESTIMATED DATE FOR COMPLETION:

To be determined; as required to complete the project.

MEETING FREQUENCY & DURATION:

As required to complete project.