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Filed: 08-02-16

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 186

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 International Association of Chiefs of Police to provide a training
3 program for the Springfield Police Department, and declaring an
4 emergency pursuant to Charter Section 2.12(1).
5 _____
6

7 WHEREAS, the Springfield Police Department and the International Association
8 of Chiefs of Police (IACP) wish to enter into an agreement for IACP to provide a training
9 course titled, Leadership in Police Organizations (LPO).
10

11 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
12 SPRINGFIELD, MISSOURI, as follows, that:
13

14 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
15 an agreement with the International Association of Chiefs of Police, said agreement to
16 be in substantially the form as that document attached hereto and incorporated herein
17 by reference as "Exhibit A."
18

19 Section 2 –The City Council hereby finds and declares that an emergency exists
20 in that this ordinance relates to the preservation of the public health, safety, and morals
21 pursuant to Sections 2.12 (1) of the City Charter in that the training further enhances the
22 functions of the police department. Therefore, this ordinance shall be in full force and
23 effect from and after passage.
24

25 Passed at meeting: _____
26

27 _____
28 Mayor
29

30 _____
31 Attest: _____, City Clerk
32

33 Filed as Ordinance: _____

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35
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37
38

Approved as to form: Amanda R. Callaway, Assistant City Attorney

Approved for Council action: Greg Burt, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016 - 186

FILED: 08-02-16

ORIGINATING DEPARTMENT: Police

PURPOSE: To authorize the City Manager, or his designee, to enter into a contract with the International Association of Chiefs of Police to provide training for the Springfield Police Department, and declaring an emergency pursuant to Charter Section 2.12.

BACKGROUND INFORMATION: The International Association of Chiefs of Police (IACP) offers cutting edge training titled, Leadership in Police Organizations (LPO). The IACP offers this as a fifteen day course for thirty-six students. The Springfield Police Department (SPD) has filled twenty-eight seats with SPD staff. The LPO training is modeled after the training concept of dispersed leadership and delivers modern behavioral science concepts and theories tailored to law enforcement. The purpose of the LPO training program is to help police employees understand and apply behavioral science and leadership theories that affect human motivation, satisfaction, and performance in the achievement of organizational goals.

This bill qualifies as a one reading emergency pursuant to Charter Section 2.12(1) because it pertains to the immediate preservation of public peace, property, health, and safety in that it involves the training of the Springfield Police Department.

REMARKS: The cost of this training is \$46,368.00. The cost of the LPO training for SPD personnel will be paid for out of POST funds and federal forfeiture funds. The training will be held at the Springfield Police Fire Training Center.

Submitted by:

Approved by:

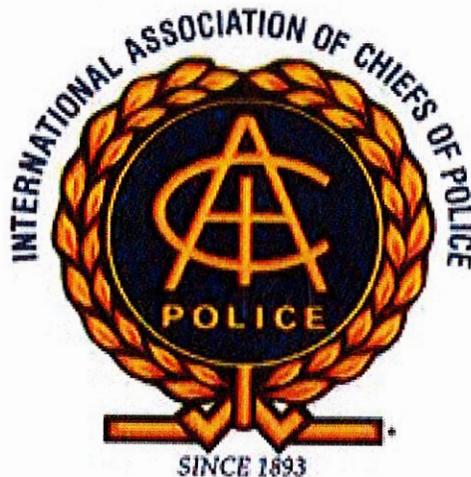


Paul F. Williams, Chief of Police



Greg Burris, City Manager

**CONTRACTUAL AGREEMENT BETWEEN
THE INTERNATIONAL ASSOCIATION OF
CHIEFS OF POLICE, INC. AND THE
SPRINGFIELD POLICE DEPARTMENT**



AGREEMENT

This Agreement is entered into between the Springfield Police Department, with offices at 321 E. Chestnut Expressway, Springfield, Missouri 65802, hereinafter referred to as the "Agency," and the International Association of Chiefs of Police, Incorporated, with offices at 44 Canal Center Plaza, Suite 200, Alexandria, Virginia 22314, hereinafter referred to as the "Association."

AGREEMENT

This Agreement is entered into between the Springfield Police Department, with offices at 321 E. Chestnut Expressway, Springfield, Missouri 65802 hereinafter referred to as the "Agency," and the International Association of Chiefs of Police, Incorporated, with offices at 44 Canal Center Plaza, Suite 200, Alexandria, Virginia 22314, hereinafter referred to as the "Association."

WITNESSETH

1. The Agency and the Association, for and in consideration of the mutual covenants hereinafter set forth and the compensation to be paid to the Association as hereinafter specified, agree to the following:
2. Subject and Scope of Training Program. The Association will conduct a total of fifteen (15) days of training and instruction on the subject of leadership to a class composed of Agency law enforcement personnel. The Leadership in Police OrganizationsSM (LPO) training will consist of three (3), five (5)-day sessions, with a maximum enrollment of thirty-six (36) students. The course of instruction will be presented on twelve (12) individual days, each day consisting of eight (8) hour instruction blocks, and three (3) individual Fridays, each day consisting of six (6) hour instruction blocks.
3. Dates of Training. The Association will conduct the LPO training August 22 – 26, September 19 – 23, and October 24 – 28, 2016. A one (1)-day LPO orientation will be on conducted on Wednesday, August 10, 2016
4. Facilities and Equipment. The training will be conducted at Springfield Training Academy 2622 West Battlefield Road, Springfield, Missouri 65802, at no cost to the Association. The Agency will provide, at no cost to the Association, the necessary audio-visual and specialized equipment to conduct the proposed training.

5. Finalizing Planning. The Association will provide a list of instructors and a finalized class schedule within thirty (30) days of the day this Agreement is received by the Association, after execution by the Agency. In the event a given instructor is not available for any reason, the Association will substitute an alternative instructor of comparable knowledge, experience, credentials, and competence. The unavailability of a particular instructor shall not be grounds to terminate this Agreement.
6. Number of Participants. The Association will provide instruction and training materials, excluding text books, for a maximum of thirty-six (36) participants. Text books shall be purchased by the Agency, directly from the publisher, at the Agency's expense. The Agency will provide to the Association a complete roster of students and their contact information no later than Friday, August 25, 2016.
7. Evaluation of Training. The Association shall administer a student critique at the conclusion of each training week to be filled out by the students and returned to the Association within five (5) days of the end of each week of training.
8. Program Cancellation and or Rescheduling. Should it become necessary for the Agency to cancel this training for any reason, said cancellation must take place no later than thirty (30) days prior to the scheduled start date of the contract training. Should cancellation become necessary beyond this date, a ten percent (10%) cancellation fee will be assessed to the Agency. If, no later than thirty (30) days prior to the scheduled start date, the Agency requests the Association to reschedule the training, then the Association will make a good faith effort to find alternative dates, but provides no guarantee that rescheduling may be possible. If the class is rescheduled through mutual agreement of the parties, the Agency agrees to pay all costs associated with the rescheduling to include: airfare, hotel rebooking,

cancellation fees, and Association administrative support hours (not to exceed \$3,000.00), associated with the rescheduling of instructors and changes to the travel arrangements.

9. Association as an Independent Contractor. In all matters pertaining to this Agreement, the Association shall be acting as an independent contractor, and neither the Association, nor any officer, employee, nor agent of the Association will be deemed an employee of the Agency. The selection of the personnel of the Association, or as designated by the Association in the performance of this Agreement, shall be made by the Association.
10. Non-Discrimination. The Association shall not, in the performance of this Agreement, discriminate against any person because of that person's age, race, color, sex, sexual orientation, national origin, disability, or religion. The Agency agrees to notify the Association of the names of any students who will require accommodations due to a disability. Such notification shall occur no later than fourteen (14) days prior to the start of the training.
11. Time and Manner of Payment. The Agency and the Association agree that the Association shall be paid the sum of \$46,368.00. The Agency shall provide to the Association a list of students and invoicing procedures for each student no later than one (1) week prior to the start of training. The Association will invoice each student's agency for their participation. Any payment not made by a student's agency within sixty (60) days of the conclusion of the training course, currently scheduled to conclude, shall be made by the Agency within sixty (60) days of receipt of invoice from the Association. This sum total due includes reimbursement to the Association for instructor's fees, travel, transportation, lodging, training materials, certificates, and administrative staff hours. No costs are included for student travel, transportation, lodging, meals, or text books.

12. Integration. This instrument embodies the whole Agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
13. Severability. It is understood and agreed to by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions held to be illegal.
14. Modification. There may be no modification of this Agreement, except in writing, signed by both parties, and executed with the same formalities as this Agreement.
15. Time of Acceptance. The terms of this Agreement are subject to acceptance by the Agency within fifteen (15) working days of the date of execution by the Association. Failure to execute this Agreement by the Agency within said fifteen (15) days will void this Agreement, unless said fifteen (15)-day period is extended by mutual consent of the Agency and Association and made a part of this Agreement. Any extension of said fifteen (15)-day period is effective only if it is in writing, signed by both parties, and executed with the same formalities as this Agreement.
16. Solicitation. For the term of this Agreement and for a period of twelve (12) months after its cancellation, expiration, or termination, the Agency agrees that it will not attempt to solicit, hire, engage, accept services from, or otherwise employ, whether for pay or otherwise, and whether as an employee, independent contractor, or otherwise, the instructor(s) presenting the program that is the subject-matter of this Agreement for the

purposes of presenting programs and/or instruction offered by the Association. If the Agency breaches this clause, and the Association institutes any action to enforce it, then the twelve (12)-month period shall begin from the date the court, or other authority, issues its order enforcing this clause.

17. Signatures. The signatories on behalf of the Association and the Agency are that they represent and act on behalf of their respective parties and that each is acting in reliance upon this representation in the execution of this Agreement.
18. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

IN WITNESS WHEREOF, the Agency causes this Agreement to be executed by the proper officers on this _____ day of _____, 2016.

Springfield Police Department

By: _____

IN WITNESS WHEREOF, the Association has caused this Agreement to be executed by the proper officer on this _____ day of _____, 2016.

International Association of Chiefs of Police, Inc.

By: _____
Gwenneth M. Boniface
Deputy Executive Director