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Filed as Ordinance: _____

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

Approved for Council action: David B. Smith, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016 - 247

FILED: 10-25-16

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(1).

BACKGROUND INFORMATION: The International Association of Chiefs of Police ("IACP") offers cutting edge training titled, Leadership in Police Organizations ("LPO"). The LPO training is modeled after the training concept of dispersed leadership and delivers modern behavioral science concepts and theories tailored specifically to law enforcement. SPD has contracted with IACP to conduct this training program for SPD personnel, at a cost of approx. \$36,000 per class. IACP offers a Faculty Development Workshop ("FDW") to agencies who wish to continue LPO training internally. The FDW is a two week "train the trainer" course which will allow SPD to conduct the training throughout the department without the expense of contracting with IACP for each training session.

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 total cost of the FDW training is \$22,000. The cost of the LPO/FDW training for SPD personnel will be paid for out of a combination 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 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 ten (10) days of training to develop potential leadership instructors in a Leadership in Police OrganizationsSM Faculty Development Workshop (FDW). The FDW will consist of two (2), five (5)-day sessions, with a maximum enrollment of six (6) students. The course of instruction will be presented on eight (8) individual days, each day consisting of eight (8) hour instruction blocks, and two (2) individual Fridays, each day consisting of six (6) hour instruction blocks.
3. Dates of Training. The Association will conduct the FDW during the weeks of November 28 – December 2, and December 5 – 9, 2016.
4. Facilities and Equipment. The training will be conducted at the 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 twenty-one (21) 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, except text books, for a maximum of six (6) participants. The Agency will provide to the Association a complete roster of students and their contact information no later than four (4) weeks prior to the start of the first week of instruction.
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 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 \$2,000.00), 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 will pay to the Association the sum of twenty-two thousand, five hundred, and ninety dollars (\$22,590.00). Said payment shall occur within thirty (30) days of the conclusion of the FDW, currently scheduled to conclude on December 9th, 2016. This amount includes reimbursement to the Association for instructor's fees, travel, transportation and lodging, training materials, staff hours, and course certificates. 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 any 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.

ADDITIONAL DOCUMENTS INCLUDED AS A PART OF THIS AGREEMENT:

ATTACHMENT A – LICENSING AGREEMENT

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

Springfield Police Department

By: _____
City Manager or his/her designee

Approved as to form:

City Attorney or Assistant City Attorney

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director

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: _____
Gwen Boniface
Deputy Executive Director

ATTACHMENT A

Licensing Agreement

This Agreement is made this ____ day of _____ by and between the International Association of Chiefs of Police, Alexandria, Virginia, a not-for-profit corporation (hereafter, IACP), and the Springfield Police Department, Springfield, Missouri 65802, a law enforcement agency (hereafter, Agency).

Recitals. R-1. Whereas IACP has devoted significant resources to the development of the Leadership in Police OrganizationsSM (LPO) Training Materials (defined herein), a leadership development program; and

R-2. Whereas IACP is the owner of all right, title, and interest in and to the subject works (described herein) of the program (described herein), including copyright rights; and

R-3. Whereas IACP wishes to license the Agency to use the works for the development of leaders within the Agency and such other agencies with whom the Agency may partner to deliver the training, with IACP's permission, and to ensure the quality of any training associated with the program; and

R-4. Whereas "Leadership in Police OrganizationsSM", "LPOSM", "Leadership in Public Safety OrganizationsSM" and "LPSOSM" are trademarked marks owned by IACP; and

R-5. Whereas IACP also wishes to license to Agency the use of said trademarks;

The parties do hereby enter into the following agreement:

1. Definition of "Program." The "program" that is the subject-matter of this Agreement consists of the following components:

- The revised LPOSM text contained in volumes 1, 2 and 3, dated January 2010 and 2016, and subsequent updates;
- The following lesson plans and as applicable case study solutions:
 - Course overview, lessons 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28;
- The video clips listed in the document titled "SharePoint Approved Video List".
- The materials for which specific permissions for use have been granted to IACP and its partner organizations.
- The following power point presentations:
 - Course overview

- Area one overview
- Lessons 1-28

Collectively, the aforementioned are designated as the “LPOSM 2016 Training Materials.”

2. Definition of “Subject Works.” The “subject works” consist of the following:

The narrative contained in volumes 1, 2, and 3 of the aforementioned text and the lesson plans and power points presentations listed in paragraph 1.

IACP is not claiming any copyright ownership in any work(s) that may be a part of the “subject works”, if any, which are in the public domain; which are the copyright property of any third party; or which are works of the Federal Government that cannot be copyrighted.

3. Grant of License. IACP hereby grants Agency the right to use the program and IACP’s trademarked marks for use in the delivery of leadership training, strictly in accord with the terms and conditions of this Agreement and for no other use or purpose. Unauthorized use of the program and/or marks may result in the immediate termination of this Agreement, the immediate withdrawal of authority to use the marks, and statutory damages and other remedies for copyright and/or trademark infringement.

4. Obligations of Agency. (a) The program may only be used by Agency instructors who: (i) have been certified by IACP upon completion of an IACP-sponsored Faculty Development Workshop; (ii) agree to be bound by the terms of this Agreement; and (iii) maintain an average score of 4.0 or above on student evaluations. Failure of any instructor at any time to abide by these terms and conditions may result in his or her being de-certified by IACP, in which case the Agency may no longer use that instructor in the delivery of the program.

(b) Agency shall see to it that no instructor uses the program or the marks outside of the delivery of leadership training pursuant to this Agreement. For example, instructors may not use the program or marks in any consulting work they may do, for or without compensation; in conjunction with programs offered by any academic institution, unless said program is approved by IACP; in concert with any third party that is not IACP or the Agency. The foregoing examples are intended to be illustrative only and not exclusive. Agency must immediately notify IACP if it comes to the Agency’s attention that any of its instructors are not abiding by these terms. Failure to do so may result in IACP’s immediate cancellation of this Agreement with Agency.

(c) Agency shall submit any promotional, advertising, and/or marketing materials (to include certificates), to be used in any medium, for IACP’s prior written approval, which approval shall not unreasonably be delayed or denied by IACP. Agency shall see that no instructor engaged by it engages in any promotion, advertising, or marketing of the program without first submitting his, her, or its materials to IACP for review and approval.

(d) In presenting the program, the Agency, through its instructors, shall use only the LPOSM 2016 training materials and subject works that are the subject matter of this Agreement. If the Agency (or an instructor) wishes to use any additional or new materials, not listed herein, s/he or it must first submit the new or additional material to the IACP Education Team at least 45 days in advance of when the material is to be used. If the Education Team does not approve the material (such approval not to be unreasonably withheld or delayed), then the Agency or instructor may not use the material. If the material the department wishes to use is voluminous and IACP has to engage the services of a subject-matter expert to review the material, the Agency will compensate IACP for said review at a price agreed upon by the parties.

(e) The Agency must provide the IACP with a list of all classes to be held, the location of the class, class roster [to include the number of students, the agency of each student, if not the contracting Agency, and each student's individual contact information], and the specific dates of all classes, at least 30 days prior to the first day of class.

(f) Instructors must maintain an average score of 4.0 on student evaluations. Agency will see that instructors pass out evaluation forms to students and will provide the IACP a copy of all evaluations within 14 days of the last day of class.

(g) Agency will be responsible for obtaining permission to use any copyrighted material it uses in the program, the copyright to which is not already owned by IACP, and shall provide proof of such permission to IACP when requested. Agency will reimburse IACP for any damages, including attorneys' fees that IACP may be obligated to pay as a result of Agency's breach of this provision.

(h) Agency will allow an IACP employee or IACP consultant to conduct an on-site audit of the program, including attendance at and observation of classes. Such audits will be performed no more frequently than once every two years. In the event IACP has to engage a subcontracted subject-matter expert to assist with the on-site review, the Agency and IACP will agree to a reasonable cost for which the Agency will be responsible.

5. Obligations of IACP. IACP will:

(a) Provide corrections to and an update of the program during 2016.

(b) Provide notification of, and access to, any subsequent updates made to the program and/or LPOSM 2016 Training Materials.

(c) Provide mentoring and instructional assistance to an Agency requesting it, with reasonable notice, the cost of such assistance, including IACP's time and expenses, to be billed to the Agency by IACP at IACP's then current rates.

(d) Provide access to the SharePoint website used by other LPOSM agencies and instructors who are parties to agreements such as this.

(e) Invite participating agencies to any meetings or training sessions in which the program is discussed.

(f) Give priority placement in Faculty Development Workshops to agencies which are parties to agreements such as this. If necessary, IACP may limit the number of persons an agency can send to a particular workshop or even, depending on circumstances, deny placement to any personnel from a given agency to a particular workshop.

(g) Market licensed programs on the IACP website training calendar, and in a print article in *Police Chief Magazine* that will highlight the LPOSM program development within each state.

6. Term of Agreement. The term of this Agreement shall commence on the date first above written and shall continue indefinitely until cancelled by either party. Either party may cancel this Agreement at any time by giving 30 days' notice to the other; or, either party may cancel this Agreement immediately if allowed by other terms herein, or if the non-cancelling party materially breaches a material provision of this Agreement.

Springfield Police Department

City Manager or his/her designee

Approved as to form:

City Attorney or Assistant City Attorney

International Association of Chiefs of Police

Gwen Boniface
Deputy Executive Director

Cecelia Rosser
Director, Education Team