

PROFESSIONAL SERVICES AGREEMENT FOR

Lakewood Police Department
Training Resilient and Adaptive Leaders

This Professional Services Agreement ("Agreement"), made and entered into this 6 day of September, 2017 by and between the Learning to LEAD, LLC ("Contractor") and Lakewood Police Department ("Client"). The Client and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

Lakewood Police Department
9401 Lakewood Dr SW
Lakewood, WA 98499

Learning to LEAD, LLC
807 S Cushman Ave
Tacoma, WA 98405

The Parties agree as follows:

1. **TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than August 1, 2017 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the Client and the Contractor.

2. **SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the Client's satisfaction, within the time period mutually agreed upon by the Client and the Contractor. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the Client, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the Client's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.

3. **COMPENSATION.**

3.1 **Amount.** In return for the Services, the Client shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B", attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

3.2 **Method of Payment.**

Non-Refundable Retainer and two payments of remaining balance. One to be collected at the beginning of services, the final to be collected at the completion of services.

Of the total fee, \$500 is due to the Contractor upon signing the services agreement as a non-refundable retainer fee.

Half of the remainder of the fee listed in Exhibit "B" is due to the Contractor by the commencement of services described in Exhibit "B". Payment to be collected on commencement of services.

The remaining half of the remainder of the fee listed in Exhibit "B" is due to the Contractor by the completion of services described in Exhibit "A". Payment to be collected on completion of services.

4. **TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party 30 days written notice at its address set forth above. The Client may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further Client agreements.

Should this Agreement be terminated by the Client, the Client will be refunded any amount pre-paid for services not yet rendered, minus the \$500 non-refundable retainer fee.

Should this Agreement be terminated by the Contractor, the Client will be refunded any amount pre-paid for services not yet rendered. The \$500 non-refundable retainer fee may be refunded at the discretion of the Contractor.

5. **INDEMNIFICATION.**

Contractor Indemnification. Contractor shall defend, indemnify and hold the Client, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries, damages, losses or suits including attorney fees caused by the sole negligence of the Client.

6. **INSURANCE.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

[X] Comprehensive or commercial general liability insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

Contractor shall provide the Client with proof of insurance at the request of the Client.

7. **WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall remain the intellectual property of the Contractor. The Contractor may make such data, documents, and files available to the Client and may deliver all needed or contracted for work product upon the Client's request for a license fee.

8. **BOOKS AND RECORDS.** The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the Client to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the Client.

9. **INDEPENDENT CONTRACTOR.** The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the Client being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the Client, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract.

10. **CONFLICT OF INTEREST.** It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in a mutually agreeable manner with the Client.

11. **EQUAL OPPORTUNITY EMPLOYER.** In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, sexual orientation, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CPR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

12. **GENERAL PROVISIONS.**

12.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

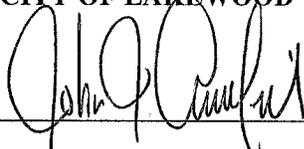
12.2 Assignment and Beneficiaries. Neither the Contractor nor the Client shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall

inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

12.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

12.4 Resolving of Disputes. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Pierce County, WA. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Pierce County, WA. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

CITY OF LAKEWOOD



John J. Caulfield, City Manager

Dated: 9/20/2017

Attest: 

Alice Bush, MMC, City Clerk 9-21-17

Approved as to Form:



Heidi Ann Wachter, City Attorney

Learning to LEAD, LLC



Kaitlyn G. Daniel, Owner

EXHIBIT "A"

SERVICES

Provide a complete description of any services that the Contractor will render including any limitations or requirements, special methods, and any instructions on how to do the services, reports or track the services.

1. The Contractor shall do or provide the following:

See attached Scope of Work

EXHIBIT "B"

COMPENSATION

1. Total Compensation: In return for the Services, the Client shall pay the Contractor an amount not to exceed \$12,640.

2. Method of Compensation:

Compensation may be made via check, credit card, or electronic funds transfer (EFT).

\$500.00 non-refundable retainer fee due to the Contractor upon signing the service agreement.



*Lighting the fire on
Leadership, Engagement, Adaptability and Drive*

SCOPE OF WORK

Lakewood Police Department
Training Resilient and Adaptive Leaders (TRAIL)

Background

Lakewood Police Department is innovative in its approach to providing resources to help its officers thrive.

Learning to LEAD LLC proposes a cognitive skills workshop series designed to “up-armor” the officers’ ability to handle the cumulative stress load of their day to day jobs. This training would include topics such as the stress response and how to impact it, effective thinking strategies and strengths-based leadership. This training will be multi-modal, including discussions, activities, worksheets, and minimal slides.

Proposal

Learning to LEAD will conduct an “opener” that will last approximately one hour to help officers gain understanding and interest in the training. This opener can be scheduled at any time and can handle any number of officers.

The workshop series will consist of 8 sessions lasting 2-3 hours each. These sessions can be schedule weekly or alternating weeks. There is a minimum requirement of 12 participants for this workshop series, and a cap of 24 participants. These participants are expected to attend all sessions, and schedule make-up sessions should they miss a session.

Proposed Budget/Responsibilities

Budget:

“Opener Class”	No Charges
8 Session TRAIL Workshop Series	\$12,640
• \$1,580 per session	
• \$632 per person (based on 20 participants)	
• \$79 per person per session (based on 20 participants)	

This price includes instructor salary, overhead, supplies and workbooks.

Should items such as AV equipment and venue be required, those would be additional fees added to the total rate.



*Lighting the fire on
Leadership, Engagement, Adaptability and Drive*

Proposed Curriculum for TRAIL workshop series:

“Opener”

Discussion: How do we deal with stress? What are our coping mechanisms?
How are they working for us?

Session 1

Brain & Body 101: Neuroplasticity, Metacognition and the Stress Response
AIR: Foundational Metacognitive Technique

Session 2

Character Strengths: How do we better leverage what’s right about us?

Session 3

Where thinking goes wrong: Flash Judgements and Shame Storms

Session 4

Underlying driving forces: values as helpful and hindering drivers of our thinking
and reactions.
Confirmation bias.

Session 5

“Muddling Day:” role play scenarios to dig deeper into the topics we have
covered so far.

Session 6

Personal Dashboard: learning to read your energy levels, when and how to
recover and recharge properly.
Mindfulness and Gratitude as super-chargers.

Session 7

Goal Setting: techniques to implement strategies we have learned

Session 8

Capstone Day: catch up and final wrap-up activities



*Lighting the fire on
Leadership, Engagement, Adaptability and Drive*

Division of Responsibilities:

Learning to LEAD LLC will

- Develop the curriculum and class materials for both the opener class and the 8 week series
- Subcontract support staff as needed
- Secure equipment, supplies and workbooks needed to teach (with the exception of AV equipment).

Lakewood Police Department will

- Identify dates and times of training and ensure officers participating in the training are available during those dates and times
- Identify a process for selecting candidates for attending the series
- Supply a suitable classroom space with AV equipment (projector, speakers and cords)
- Identify metrics to be tracked over the course of the training, collect pre and post training data for the identified metrics and supply baseline measurements to Learning to LEAD.
- Assist Learning to LEAD with scenario and content development to ensure relevancy to police officers