

Town of Windsor

Memorandum

September 12, 2023

TO: The Honorable Mayor and Town Council
FROM: William G. Saunders, IV, Town Manager WGS IV
SUBJECT: Lexipol Law Enforcement Accreditation Services Resolution

Background

The addition of Law Enforcement Accreditation Services to the existing Lexipol contract.

Specifics

As you are aware, the Windsor Police Department has initiated the accreditation process with the Virginia Law Enforcement Professional Standards Commission (VLEPSC).

A large portion of initial accreditation involves the development of policies and procedures which meet the VLEPSC standards. As Lexipol is under contract to maintain our policies, the addition of their LE Accreditation Services will be invaluable to achieving accreditation.

This appropriation includes the first year of Lexipol LE Accreditation Services for \$7,999.00.

The Windsor Police Department has applied for an accreditation grant from the U. S. Department of Justice COPS Program in the amount of \$165,000, in which, the first three years of the Lexipol LE Accreditation Services are included. Information regarding grant award is expected within the next 30 days.

The purchase of this service is recommended to be made from unappropriated ARPA funds until such time as they are reimbursed by the grant, should the grant be received.

Recommended Action

Move that Council adopt the resolution entitled:

A Resolution Appropriating The Sum Of \$7,999.00 From The American Rescue Plan Act Unappropriated Fund Balance Of The General Fund And Approving A Budget Amendment For Fiscal Year 2024 For The Acquisition Of Lexipol Law Enforcement Accreditation Services For The Windsor Police Department.

Resolution

A Resolution Appropriating The Sum Of \$7,999.00 From The American Rescue Plan Act Unappropriated Fund Balance Of The General Fund And Approving A Budget Amendment For Fiscal Year 2024 For The Acquisition Of Lexipol Law Enforcement Accreditation Services For The Windsor Police Department.

WHEREAS, the Windsor Police Department desires to become an agency accredited by the Virginia Law Enforcement Professional Standards Commission and the acquisition of Lexipol Law Enforcement Accreditation Services is an element of that; and

WHEREAS, the Town qualifies, and has applied, for U. S. Department of Justice COPS Office Accreditation Grant funds to increase the Windsor Police Department's ability to become accredited; and

WHEREAS, these funds shall be appropriated from American Rescue Plan Act Fiscal Year 2024 Unappropriated Fund Balance in the General Fund Operating Budget to purchase the upgrade.

NOW, THEREFORE BE IT RESOLVED by the Council of the Town of Windsor, Virginia as follows:

Section 1. That the sum of \$7,999.00 be appropriated from ARPA Fiscal Year 2024 Unappropriated Fund Balance in the General Fund Operating Budget for Lexipol Law Enforcement Accreditation Services for the Windsor Police Department; and

Section 2. That the General Fund Operating Budget for the Fiscal Year 2024 be amended to include these funds in the Capital Project line item Police Department Technology.

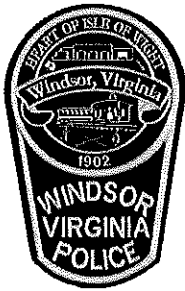
Section 3. That these actions qualify for reimbursement by U. S. Department of Justice COPS Office Accreditation Grant funds.

Section 4. This resolution shall be in effect on and after its adoption.

Adopted: September 12, 2023

TESTE:

Town Clerk



WINDSOR POLICE DEPARTMENT
56 EAST WINDSOR BOULEVARD, P.O. BOX 307, WINDSOR, VIRGINIA 23487
PHONE: 757.242.6799 FAX: 757.242.0328



Office of the Chief of Police

To: William Saunders, Town Manger

From: Chief R.D. Riddle

Date: 9/6/2023

Ref: Lexipol Accreditation Services

As you are aware the Windsor Police Department has begun the process of seeking accreditation status from the Virginia Law Enforcement Professional Standards Commission. WPD applied to enter the program and we were accepted and are currently in the 24-month self-assessment phase as of May 2023. The initial assessment of the agency is that the bulk of the work to obtain accreditation will be the review and updating of the policy to commission standards. WPD already contracts with Lexipol for policy services and they offer a full accreditation support service.

Included with this letter you will see an overview of the services offered by Lexipol LE Accreditation Services. This is a full-service program that will provide not only the necessary policy reviews and updates but will assist in gathering proofs, providing a mock assessment and providing support for the final assessment. In addition, they offer ongoing support to assist with the reaccreditation processes. Lexipol will provide a Project Manager in our case it would be Cammie King. Mrs. King is a retired police captain from a northern VA law enforcement agency that was dual accredited by both VLEPSC and CALEA. She served as her agencies accrediting manager and is familiar with the process, however she cannot serve as both the PM for Lexipol and our Accreditation Manager.

The annual fee for this process is \$7999.00 per year which is substantially less than hiring a full-time staff member to manage the accreditation process. We will still need to hire a contract accreditation manager however by partnering with Lexipol we will be able to keep those expenses to a minimum. I would request that the first year of this contract be funded now via ARPA funds or other surplus funds to be repaid from the US DOJ COPS Office Accreditation Grant upon award. This will allow WPD to move quickly towards becoming accredited and help keep us on track within the 24 month self-assessment window.

LAW ENFORCEMENT ACCREDITATION SERVICE

STEPS	LEXIPOL DUTIES	DEPARTMENT DUTIES
Project Discovery Meeting	Lexipol Project Manager (PM) conducts initial meetings with the agency key contributors. Lexipol questionnaire reviewed and completed. Project plan created and approved; agency review and approval protocols established.	Key members are available for interviews. Questionnaire completed and returned to Lexipol. Agency participates in virtual tour of facilities as deemed appropriate.
Accreditation Cross-Reference	PM conducts analysis of the agency policies and procedures against current Lexipol content to identify updates required to meet accreditation standards.	Key stakeholders dedicate appropriate time and resources to facilitate updating policy and procedure for accreditation.
CEO Report	Following meetings with agency key contributors, PM creates report outlining agency's current alignment to accreditation standards and steps needed to bring the agency into compliance.	Chief Executive reviews the report and signs off on action items in a timely manner.
Policy Review and Implementation	PM provides one-on-one assistance in reviewing, customizing and adopting updated policies and procedures, including authoring the changes to the agency's existing policies in KMS.	Key stakeholders at the agency participate in the one-on-one meetings to review and approve the updated policies and procedures.
Updated Policies Published	PM publishes updated policies.	Agency administrator releases policies to personnel and assigns date for acknowledgment.

STEPS	LEXIPOL DUTIES	DEPARTMENT DUTIES
Proofs of Compliance	PM reviews and validates proofs of compliance and guides the process of creating and populating required files and folders.	Agency collects proofs of compliance as per requirements and frequency.
Mock Assessment	PM coordinates mock assessment, assists agency with correcting any deficiencies and conducts second review.	Key contributors and supporters of accreditation participate in a mock assessment and promptly address deficiencies identified. Agency makes the arrangements with the accreditation program to conduct the agency assessment.
Final Assessment Support	PM provides virtual support during the accreditation assessment, available to answer assessor questions and respond to requests in real time.	Key contributors and supporters of accreditation participate in final assessment and act on any guidance provided by the accrediting body.
Reaccreditation Support (ongoing service)	Lexipol provides ongoing leadership, guidance and consultation to agency accreditation manager to assist agency in maintaining accreditation. This includes: <ul style="list-style-type: none"> • Quality control review of proofs of compliance • Tracking and researching changes in legislation and accreditation standards • Issuing updates as needed to keep agency compliant with laws and accreditation standards • Start-to-finish project management on integration of policy updates and adaptation of Daily Training Bulletin packages 	Agency dedicates appropriate time and resources to: <ul style="list-style-type: none"> • Maintain policies, procedures, proofs of compliance, files and folders, and training of members • Collect proofs of compliance • Review, approve, issue and acknowledge policy updates and maintain required documentation

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Year 1 Annual Subscription-
Accreditation Services

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Law Enforcement State Accreditation Subscription service	USD 7,990.00	USD 7,990.00
	Subscription Line Items Total		USD 7,990.00
			USD 7,990.00
Year 1 Annual Subscription- Accreditation Services TOTAL:			USD 7,990.00

Year 2 Annual Subscription-
Accreditation Services

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Law Enforcement State Accreditation Subscription service	USD 7,990.00	USD 7,990.00
	Subscription Line Items Total		USD 7,990.00
			USD 7,990.00
Year 2 Annual Subscription- Accreditation Services TOTAL:			USD 7,990.00

Year 3 Annual Subscription-
Accreditation Services

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Law Enforcement State Accreditation Subscription service	USD 7,990.00	USD 7,990.00
	Subscription Line Items Total		USD 7,990.00
			USD 7,990.00
Year 3 Annual Subscription- Accreditation Services TOTAL:			USD 7,990.00

Notes

Year 1- \$7,990.00

Year 2- \$7,990.00

Year 3- \$7,990.00



MASTER SERVICE AGREEMENT

Agency's Name: Windsor Police Department
Agency's Address: 56 E Windsor Blvd POB 307
Windsor, VA 23487

Attention: Chief Rodney Riddle

Sales Rep: Jessica Levenberg
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

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** - 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.

Windsor Police Department

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Lexipol, LLC

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of 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 1. 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 otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 "Agency Data" means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "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.

1.7 "Services" means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. **Term; Renewal.** This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the "Custom Agreement Terms" section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. **Termination.**

3.1 **For Convenience; Non-Appropriation.** This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.¹

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 obligation, including payment obligations, or remedy any 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 Lexipol's Services shall immediately 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.

¹ **Note:** fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service.** The following terms and conditions govern access to and use of Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")², GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services.** Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License.** Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains 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.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. 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 to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality.** During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the 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. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue I Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ 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.

Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. **Warranty.** LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. **Indemnification.** 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 gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. **Limitation of Liability.** Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or \$10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. **General Terms.**

10.1 **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.

10.2 **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.

10.3 **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.

10.4 **Compliance; 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.

10.5 **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.

10.6 **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.

10.7 **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.