

PUBLIC SAFETY COMMITTEE

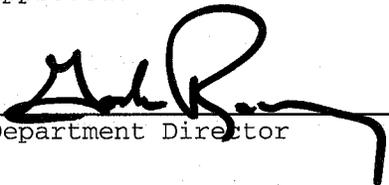
11-0281R

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH WOODLAND HILLS PROVIDING FOR THE USE OF PROPERTY FOR POLICE TRAINING AT NO COST TO THE CITY.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized and directed to enter into an agreement with Woodland Hills providing for the use of property for police training purposes; said agreement to be substantially in the form of Public Document No. _____ on file in the office of the city clerk.

Approved:



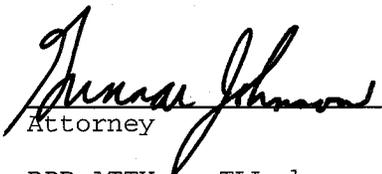
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

DPD:ATTY TLL:dma 05/20/2011

STATEMENT OF PURPOSE: This resolution authorizes an agreement with Woodland Hills providing for police department canine training on Woodland Hills' property and specifically in the Woodland Hills Academy building located at 110 West Redwing. The City is not being charged for the use of the property.

POLICE TRAINING AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2011, is by and between Woodland Hills (“Woodland Hills”) and the City of Duluth (“City”).

WHEREAS:

Woodland Hills is a multi-faceted agency located in Duluth, Minnesota that offers a continuum of care to children and adolescents. Included on its campus is the Woodland Hills Academy building located at 110 W. Redwing; and

The City Police Department is in need of securing training opportunities; and

The use of the Woodland Hills Academy building will enhance the effectiveness of public safety personnel and serve a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, Woodland Homes and the City agree as follows:

1. Property

The property subject to this Agreement is located at 110 W. Redwing, in the City of Duluth, Minnesota (“the Property”).

2. Rent

Woodland Hills agrees to allow the City to use the property for training purposes at no cost and pursuant to the terms and conditions of this Agreement.

3. Term

This Agreement shall be deemed to commence on January 1, 2011 and end December 31, 2011 and shall thereafter automatically be renewed for successive one year periods, unless earlier terminated as provided herein.

4. Termination

Either party may terminate this Agreement upon ten days’ written notice.

5. Woodland Hills’ Duties

5.1 Woodland Hills understands that the City will use the Property to conduct training for its canine unit.

5.2 Woodland Hills shall provide the City access to the Property for these training exercises and agrees to designate a Woodland Hills contact person to coordinate access by the City.

6. City's Duties

6.1 The City shall remove all of its equipment and property upon completion of each training exercise and leave the property in the same condition as it was before the training exercise began.

6.2 The City shall take whatever reasonable steps as are directed by Woodland Hills to secure the Property against vandalism and trespass immediately following conclusion of each training session.

7. Hold Harmless and Indemnification

The City agrees to indemnify and save harmless Woodland Hills from any and all claims, causes of action or liability of any nature whatsoever, including any claim arising under the Worker Compensation Laws of the State of Minnesota, resulting from or in any manner arising out of the use by the City of the Property as provided for in this Agreement.

8. Cooperation

The parties agree to cooperate with one another in the defense of any claim, demand or rights of action arising out of the City's use of the Property.

9. Notifications

9.1 Notice to Woodland Hills shall be provided to Attn.: J. Steven Mattson, Chief Operations Officer, Woodland Hills, 4321 Allendale Avenue, Duluth, MN 55803; 218-728-7500 ext. 140.

9.2 Notice to the City shall be provided as follows: Attn: Rebecca Kopp, 411 W. 1st Street, Duluth, MN, 55802; (218) 730-5641.

10. Governing Law

This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Minnesota. As between the parties, any causes of action shall be venued in the Sixth Judicial District, County of St. Louis, City of Duluth.

11. Complete Agreement

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. This Agreement shall supersede all prior

negotiations, understandings or agreements. There are no representations, warranties or stipulations, either oral or written, not herein contained.

DATED: _____, 2011

DATED: _____, 2011

CITY OF DULUTH

WOODLAND HILLS

By _____
Mayor

By _____

Attest: _____
City Clerk

Countersigned:

City Auditor

Approved as to form:

City Attorney