

PUBLIC SAFETY COMMITTEE

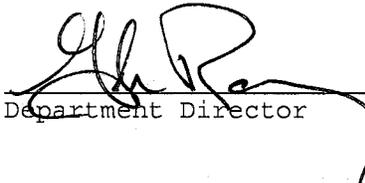
12-0615R

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE TO CONDUCT A LEADERSHIP IN POLICE ORGANIZATIONS TRAINING COURSE FOR A CONTRACT AMOUNT NOT TO EXCEED \$43,029.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into an agreement, substantially in the form of that on file in the office of the city clerk as Public Document No. _____, with the international association of chiefs of police, to conduct 15 days of training and instruction on the subject of leadership, payable from Fund No. 110-160-1610-5448 (General, Police, Administration and Investigation).

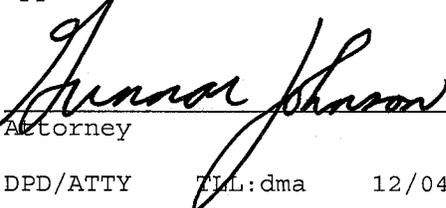
Approved:


Department Director

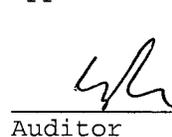
Approved for presentation to council:


Chief Administrative Officer

Approved as to form:


Attorney

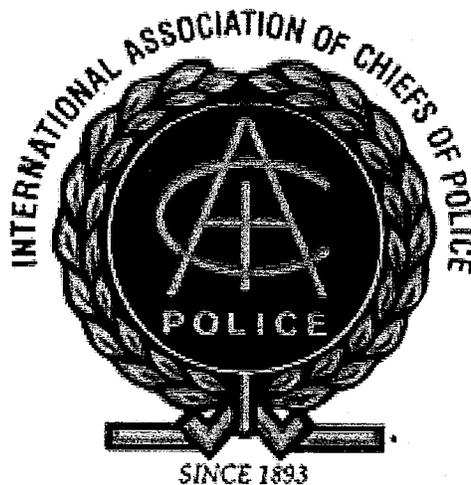
Approved:


Auditor

DPD/ATTY TLL:dma 12/04/2012

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize an agreement with the International Association of Chiefs of Police to conduct a total of 15 days of training and instruction on the subjects of ethics and leadership to a class composed of Duluth Police Department law enforcement personnel. This training is greatly regarded around the country and the services and training provided specifically by the International Association of Chiefs of Police is highly respected and coveted by the law enforcement community.

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



AGREEMENT

This Agreement is entered into between the Duluth Police Department, with offices at 2030 North Arlington Avenue, Duluth, Minnesota 55811, hereinafter referred to as the "Agency," and the International Association of Chiefs of Police, Incorporated, with offices at 515 North Washington Street, Alexandria, Virginia 22314, hereinafter referred to as the "Association."

AGREEMENT

This Agreement is entered into between the Duluth Police Department, with offices at 2030 North Arlington Avenue, Duluth, Minnesota 55811, hereinafter referred to as the "Agency," and the International Association of Chiefs of Police, Incorporated, with offices at 515 North Washington Street, 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 Duluth Police Department 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 April 15 – 19, May 13 – 17, and June 10 – 14, 2013. A one (1)-day LPO orientation will be conducted on a mutually agreeable date approximately three (3) weeks prior to the first week of class.
4. Facilities and Equipment. The training will be conducted at the Duluth Police Department, 2030 North Arlington Avenue, Duluth, Minnesota 55811, 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 roster of students and their contact information no later than three (3) 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 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 twenty-one (21) 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 twenty-one (21) 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, 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 forty-three thousand, twenty-nine dollars (\$43,029.00). Said payment shall be made in three (3) equal installments of fourteen thousand, three hundred, and forty-three dollars (\$14,343.00), each of which shall occur within thirty (30) days of the conclusion of each week of training, currently scheduled to conclude on April 19, May 17, June 14, 2013, respectively. This amount 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 twenty one (21) working days of the date of execution by the Association. Failure to execute this Agreement by the Agency within said twenty one (21) days will void this Agreement, unless said twenty one (21)-day period is extended by mutual consent of the Agency and Association and made a part of this Agreement. Any extension of said twenty one (21)-day period is effective only if it is in writing, signed by both parties, and executed with the same formalities as this Agreement.
16. Collection Procedures. Should it become necessary for one party to institute collection procedures against the other for non-payment, that party may recover its reasonable attorney's fees and costs of collection.

17. 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 presenting the program that is the subject-matter of this Agreement for the purpose 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.
18. 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.

IN WITNESS WHEREOF, the Agency causes this Agreement to be executed by the proper officers on this _____ day of _____, 2012.

City of Duluth

By: _____
Mayor

Attest: _____
City Clerk

Date Attest to: _____

Countersigned: _____
City Auditor

Approved as to form:

By: _____
City Attorney

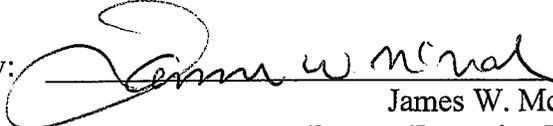
Date: _____

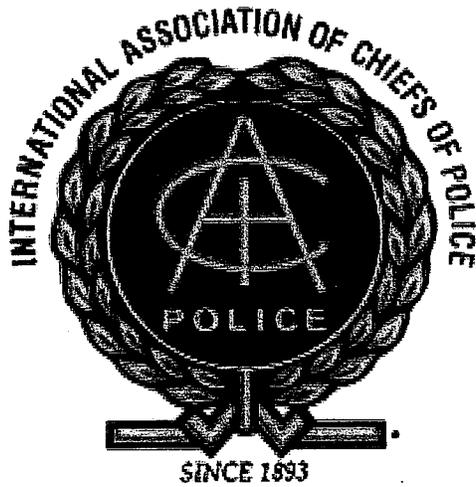
Duluth Police Department

By: _____
Gordon Ramsay
Chief of Police

IN WITNESS WHEREOF, the Association has caused this Agreement to be executed by the proper officer on this 24TH day of NOVEMBER, 2012.

International Association of Chiefs of Police, Inc.

By: 
James W. McMahon
Deputy Executive Director



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