



MINNESOTA CHIEFS OF POLICE ASSOCIATION

DEDICATED TO THE IDEALS OF PROFESSIONAL POLICING

BOARD OF DIRECTOR'S MEETING

December 17, 2015

Board Meeting 10:30 am – 1:00 pm

MCPA Headquarters

1951 Woodlane Drive Woodbury, MN 55125

- | | |
|---|--|
| 1. Call to Order | <i>1st Vice President Rodney Seurer</i> |
| 2. Opening Invocation | <i>Chaplain Dan Carlson</i> |
| 3. Treasurer's Report | <i>Cari Gerlicher + Susan Engel</i> |
| ○ Approve November financial report | |
| 4. 2016 Budget Presentation (voting item) | <i>Exec. Dir. Andy Skoogman + Engel</i> |
| 5. Secretary's Report | <i>Ist VP Seurer</i> |
| ○ Approve minutes from November 19, 2016 | |
| 6. Special Guest(s): Ryan Kelly & Charles Kasbohm/Synergetic Endeavors | |
| 7. Committee Updates | |
| <i>a. Legislative</i> | <i>Sgt.-At-Arms + Leg. Committee Co-Chair Jeff Potts</i> |
| Update on 2016 Legislative Agenda process | |
| Final Legislative Committee meeting: January 14, 2016 | |
| Body-worn camera hearing (December 16, 2015) | |
| Sentencing Guidelines Commission recommendations | |
| <i>b. Professional Development</i> | <i>Professional Development Dir. Todd Sandell</i> |
| Review of Leadership Academy at SCALE | |
| Officer Leadership Development Seminar | |
| Advanced CLEO and Command Academy update | |
| ETI – Update on education and enhancements | |
| 8. MCPA Executive Director's Report | <i>Andy Skoogman</i> |
| POST Board Audit | |
| Academic Partnership (letter + marketing materials) | |
| 3M Grant (\$1,000) | |
| Membership renewal plan | |
| Building lease/New Brighton move update | |
| Region Rep Meeting (January 5 th) | |

9. Special Guest: POST Board Executive Director Nate Gove
Discussion on POST Board audits

10. Old Business

11. New Business

11. Next Meeting: January 21, 2016

12. Adjourn

MCPA Board of Directors Meeting
November 19, 2015
Downtowner Woodfire Grill
253 7th Street West, St. Paul, Minnesota

In Attendance:

Andy Skoogman, Joe Sheeran, Todd Sandell, Susan Engel, Dan Carlson, Hugo McPhee, Dan Hatten, Mike Risvold, Jeff Potts, Stephanie Revering, John Harrington, Eric Klang, Cari Gerlicher, Mike Goldstein, Jeff Tate, David Ebinger

10:32 am Meeting was Called to Order by President Hugo McPhee

Opening Invocation by Chaplain Dan Carlson

Approval of Agenda: Motioned by, Dan Hatten and seconded by Mike Risvold; the motion passed.

Treasurer's Report, Susan Engel and Cari Gerlicher:

- The October monthly financial reports for the Association and the Foundation were presented.
- Treasurer Gerlicher presented the bills for October and a motion was made to approve the payment of the bills. The motion was made by Hugo McPhee and seconded by John Harrington; the motion passed.

President's Report, President Hugo McPhee:

- President McPhee led a discussion regarding contracts for Executive Director Andy Skoogman and Communications Director Joe Sheeran; the details of which were worked out by the negotiations team and presented to the Board for consideration. A motion was made to approve both contracts by Jeff Potts and seconded by Jeff Tate; the motion passed.
- President McPhee discussed attending the Anoka County Chiefs meeting.

Secretary Report:

- Minutes from October 15, 2015 Meeting were submitted. A motion to approve was made by Dan Hatten and seconded by Hugo McPhee; the motion passed.

Executive Director's Report: Andy Skoogman:

- A marketing prospectus prepared by Synergetics was distributed and discussed. Andy indicated that he has been pleased with the work by Synergetics thus far and that they are working towards promoting the three tiers of sponsorship we have discussed in the past as well as having identified a number of top targets for sponsorship.
- The Association is currently preparing for a POST audit on our training activities. We are subject to the audit every four years in order to maintain our accreditation as a source of training for peace officers in the State of Minnesota.
- An RFP is being released for the production of the magazine. This is necessary as a matter of due diligence in assuring we maintain cost effective production of the magazine.

- The Association has received a \$10,000 grant from Target; \$2,000 from the grant will be used to underwrite strategic planning for the Foundation and the remaining \$8,000 will go to the MCPA academies.
- A timeline outlining the membership renewal initiative was distributed to the Board and discussed.
- The move to the New Brighton Offices is currently planned for June 1, 2016. A lease has been signed and Andy has met with the architects. A month to month lease has been worked out for our current offices in Woodbury.
- Andy presented at the Fall Training of PLEAA. He reported that it was a good experience.
- Andy had attended the Region 6 Legislator's luncheon. He recommended similar efforts should be made in other regions.

Committee Reports:

- Legislative Committee, Jeff Potts:
 - The first meeting of the Legislative Committee covered 13 issues that were identified as critical for the upcoming session. The next meeting, scheduled for December 1 will address 3 or 4 issues that remain.
 - Work remains to be done on the body-camera issue. We have a consensus with the Sheriffs and the MPPOA on specific areas of desired legislation.
 - A letter was sent to the Commissioner of Public Health urging caution in accepting chronic pain into our current medical marijuana law.
 - The Everytown group continues to work for universal background checks legislation in the upcoming session. Survivors presented at a recent luncheon sponsored by the group.
 - Jeff expressed his thanks to Paul Schnell, Gordon Ramsay, Dan Kolb and Eric Geseke for the effort they have put into getting the Association ready to address legislative issues.
- Foundation Report, Andy Skoogman:
 - Barry Shaul is the current Foundation President and has developed an organizational chart.
 - The Foundation's strategic planning effort is underway.
 - An event for the Foundation and Association membership in lieu of the Gala will be discussed in December.

Old Business:

- Crime and Juvenile Justice Committee, Mike Goldstein: Efforts are underway to add mental health commitments to any returns on a QDP Inquiry on the State system.
- Mo Sheikh Visit, John Harrington: Mo Sheikh, the Somali Police Chief, is tentatively scheduled to visit the Twin Cities the first week of December.
- NDEX Data Base, Cari Gerlicher: The DOC has downloaded its statewide supervision Data into NDEX. The data will be accessible from that source.

New Business:

- Statewide Communications Board Representation, Andy Skoogman, Cari Gerlicher: A representative from the Association is needed to serve on the Legislative Committee of the Statewide Communications Board. Possible candidates will be sought and discussed in December.

Meeting Adjourned; 11:45

- Motion made by Hugo McPhee and seconded by David Ebinger; the motion passed. The MCPA Legislative Recognition Award Luncheon followed immediately.



MINNESOTA CHIEFS OF POLICE ASSOCIATION

DEDICATED TO THE IDEALS OF PROFESSIONAL POLICING

December 17, 2015

To: MCPA Board of Directors
From: Andy Skoogman & Susan Engel
Subject: Proposed MCPA budget for 2016

We are proposing the attached budget for 2016. The budget shows a profit of \$1,331 in the “Middle” scenario.

The major assumptions going into this budget are:

- ETI profit of \$135,000. This projection is higher than has been accomplished in the past and is the goal we have given Synergetic Endeavors for their sales effort. In addition we have raised ETI fees by 5-10% for both exhibitors and participants.
- Training fees (all classes combined) of \$91,600 – virtually equal to 2015. The class mix will include three Leadership Academies, one CLEO & Command Academy, one Advanced CLEO & Command Academy, two Officer Leadership classes, and two grant-funded trainings
- Magazine profit up \$4,000 based on similar costs and additional advertising revenue. We may be able to negotiate a better price from the magazine printer, but that possibly savings is not included yet.
- Academic partnerships and Academy sponsorships of \$10,000; up slightly from \$9,500 in 2015
- Foundation support similar to recent years: \$25K of general operating support for CLEO and ETI, \$15K for speaker fees at ETI, and \$6,480 in scholarships for CLEO and the Leadership Academy.
- No significant changes to income from memberships, testing, permits, and other miscellaneous sources.
- Personnel expenses up \$28K due to the Professional Development Director on board for the full year, plus previously approved raises for the Executive Director and Communications Director.

MORE

- Direct program expenses up from \$285K to \$294K. Facility fees are will increase in 2016 for ETI (due to using additional spaces, improving signage, and adding a MCPA booth), and also for the Advanced CLEO & Command training, which will be held at a resort. Offsetting those increases will be a significant decrease in the catering cost for trainings held at Camp Ripley, lower printing fees for ETI materials, and lower travel fees for trainers.
- Management & general expenses up from \$92.5K to \$102K, including \$10K in one-time expenses associated with the office move and then lower ongoing monthly expenses for telephone, Internet, storage, and technology after the move. Credit card fees are expected to rise by \$3,465; to keep this increase as low as possible we are requiring ETI vendors to pay a \$20 flat fee for processing their booth payment via credit card.

As in 2015 we are presenting a budget summary that includes three scenarios, labeled Low, Middle and High. The Middle scenario is the baseline for 2015, while the Low scenario represents the results if all areas were to come in below plan (membership, grants, ETI, training registrations, etc). Similarly, the High scenario shows the upside potential for profit if all areas do better than expected. The High scenario also includes \$24,000 in corporate grants.

Minnesota Chiefs of Police Association
Summary Budget Proposal
January through December 2016

	2013	2014	2015 est.	Budget 2016 Scenarios		
				Low	Middle	High
Income						
41000 · Membership Dues	95,365	91,792	99,545	89,038	99,600	102,588
42000 · Fees	291,491	277,556	378,062	377,609	411,709	440,309
43000 · Grants and Donations	47,100	60,600	56,140	43,500	46,500	73,500
44000 · Advertising Income	47,390	49,504	49,117	52,050	53,050	55,050
45000 · Product Sales-Net of Costs	29,288	16,489	12,300	10,000	12,500	15,000
46000 · Raffle Income-Net of Costs	4,410	3,080	3,751	3,375	3,750	4,125
48000 · Investment Income	5,245	11,255	8,191	9,985	13,775	17,565
49000 · Miscellaneous Income	22,704	425	2,135	0	0	0
Total Income	542,994	510,700	609,240	585,556	640,884	708,137
Expense						
50000 · Personnel Services	218,812	163,757	215,828	242,368	243,568	244,768
60000 · Direct Program Expenses	235,907	240,163	284,630	272,365	293,784	312,555
70000 · Management & General	156,018	105,938	92,527	97,349	102,201	107,958
Total Expense	610,737	509,858	592,985	612,082	639,553	665,281
Net Income	-67,743	842	16,255	-26,525	1,331	42,856

2016 Budget Assumptions:

Membership Dues

Same as 2015

Fees

Training revenue and royalties similar to 2015. ETI revenue up to \$307,000.

Grants & Donations

Foundation support unchanged from 2015: ETI speaker \$15K, scholarships \$6,480, general support \$25K.

Magazine

8% increase in advertising revenue. Costs similar to 2015.

Product Sales

Similar to 2015 actuals

Investment Income

Dividends + interest on deed; no assumed gain/loss on portfolio in middle scenario

Miscellaneous Income

No unusual items.

Personnel

Staffing structure same as 2015 with new rates approved at Nov. Board meeting

Direct Program Expenses

Increase from \$285K to \$294K. Investments in ETI facilities and resort location for Advanced CLEO increase costs.

Management & General

Increase due to increasing credit card fees and one-time moving expenses, offset by lower monthly costs after move.

**Minnesota Chiefs of Police Association
Summary Budget Proposal
January through December 2016**

Income

41000 · Membership Dues
42000 · Fees
43000 · Grants and Donations
44000 · Advertising Income
45000 · Product Sales-Net of Costs
46000 · Raffle Income-Net of Costs
48000 · Investment Income
49000 · Miscellaneous Income

Total Income

Expense

50000 · Personnel Services
60000 · Direct Program Expenses
70000 · Management & General

Total Expense

Net Income

2016 Budget Assumptions:

Membership Dues
Fees
Grants & Donations
Magazine
Product Sales
Investment Income
Miscellaneous Income
Personnel
Direct Program Expenses
Management & General

21st Century **LEADERSHIP** Lessons



Tactics

Innovation

Relationships

EXECUTIVE TRAINING INSTITUTE

LAW ENFORCEMENT EXPO

April 17-20, 2016

River's Edge Convention Center • St. Cloud, Minnesota

mnchiefs.org

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- Next cohort begins fall 2017. Inquire early.

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CPAL Certificate Programs

Each fall and winter, CPAL offers a wide variety of certificate programs designed for busy public sector professionals to enrich their skill sets. Look for certificate programs, such as:

- Corrections Administration
- Leadership Communication Skills
- Public Safety, Fire, and EMS Leadership

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Putting the Community in Community

Economic Development

Friday, April 29, 2016

Learn more at
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21st Century

LEADERSHIP Lessons

April 17-20, 2016 • River's Edge Convention Center • St. Cloud, Minnesota

EXECUTIVE TRAINING INSTITUTE AND LAW ENFORCEMENT EXPO



Tactics

Innovation

Relationships

ETI EDUCATION

Phone: 651-457-0677 • E-Mail: info@mnchiefs.org

Program subject to change without notice

2016 ETI MONDAY-WEDNESDAY

(with a Sunday evening special session)

NEW 2016 ETI ELEMENTS

- Small agency breakouts
- Commanders day on Wednesday
- Expo now open to all public safety professionals
- One-day single/group rates available
- Innovation award and luncheon
- Buffet lunch served in Expo Hall Monday-Tuesday
- Retiree's afternoon hospitality suite

SUNDAY



EVENING SPECIAL SESSION CRISIS CASE STUDY

IMPORTANT MCPA
PROGRAM ROLLOUT
SEPARATE
REGISTRATION
REQUIRED

Chief Tim Fournier

THE NEW HOPE CITY HALL SHOOTING'S LESSON IN PEER SUPPORT PLANNING

6:00-7:30 p.m. • Best Western Kelly Inn, Ballroom
Pizza Dinner included with registration

When a gunman opened fire at New Hope city hall during a council meeting, the department went into immediate crisis response, taking out the gunman before he could kill anyone and securing the scene. Chief Tim Fournier will discuss what he and his officers experienced in the moments, weeks and months following that shooting. While neighboring agencies handled New Hope's regular calls and others stepped into help with the investigation, Chief Fournier believes a number of personal peer support issues generally went unaddressed.

Following Chief Fournier's presentation Minnesota Chiefs of Police Association's (MCPA) Chaplin Dan Carlson will talk about the work he, Chief Bob Jacobson, New Brighton Public Safety, Chief Fournier and others are doing to establish a structured "Peer Support System" for chiefs in times of crisis. The goal is to help develop a simple and defined plan for peers to step in and support the chief when a major incident hits their department.



HOSPITALITY SUITE

Opens Sunday Evening | 7:00-10:00 p.m. | Best Western Kelly Inn

MONDAY



MORNING FEATURED SPEAKER

Phillip Atiba Goff, Center for Policing Equity, University of California-Los Angeles

IMPLICIT BIAS: RAISING AWARENESS AND OVERCOMING ITS CONSEQUENCES

Co-founder and president of UCLA's Center for Policing Equity, Phillip Atiba Goff will bring his engaging, sometimes humorous style to discuss a serious issue facing 21st century law enforcement leaders: Implicit bias. Sometimes our brain processes certain biases without us even realizing it. Dr. Goff will explain the latest research in this area, how it impacts decision-making in a law enforcement context and ways to address it.

Police departments nationwide have recruited Dr. Goff because of his vast research and study in this area.

2016 LAW ENFORCEMENT EXPO AND LUNCH

NEW

Opens 11:30 a.m.

Enjoy a buffet lunch in the expo hall and visit with exhibitors for an extended time. The Expo is free to all public safety and government IT professionals! The buffet lunch is included with full ETI registration. Expo only attendees can purchase a \$25 lunch ticket.



AFTERNOON GENERAL SESSION

Laurie Robinson, Professor, George Mason University

THE PILLARS OF 21-CENTRUTY POLICING: A REVIEW OF THE PRESIDENTIAL TASKFORCE REPORT

To strengthen trust among law enforcement officers and the communities they serve—especially in light of recent events around the country—President Obama commissioned a task force on 21st Century Policing, comprised of law enforcement leaders, public safety researchers and community stakeholders. The task force's final report recommended six pillars to strengthen police-community relations. Task force co-chair Professor Laurie Robinson, from George Mason University, will discuss the conversations that lead to these six pillars.

PRESIDENT'S RECEPTION

(Registered Attendees Welcome)

EXPO HALL

4:00 - 5:00 p.m.



SPECIAL EVENING SESSION

Paul Mellor, Memory expert

HOW TO REMEMBER ANYTHING

This fun, highly interactive, entertaining, seminar will give you techniques for remembering information to make you more productive and efficient law enforcement leaders. At the end of the session, participants will have the ability to remember names and faces, the confidence for getting through a day without the fear of forgetting and the knowledge and application for retaining information.

HOSPITALITY SUITE

Monday Evening | 8:00-11:00 p.m. | Best Western Kelly Inn

TUESDAY



MORNING

FEATURED SPEAKERS

Chuck Wexler, Executive Director, Police Executive Research Forum

RE-ENGINEERING TRAINING ON POLICE USE OF FORCE

Minnesota law enforcement has reported in recent years seeing an increase in mental illness-related calls, some of which have ended in officer-involved shootings. At its most recent conference, the Police Executive Research Forum (PERF), decided to re-examine use-of-force training as it relates to people with mental illness who pose a threat with an edged weapon. PERF executive director Chuck Wexler will discuss the misuse of the "21-foot" rule and how departments must begin re-thinking use-of-force training to highlight de-escalation on certain types of mental health-related calls.

LAW ENFORCEMENT EXPO

OPEN 8:30 A.M.-1:00 P.M.

Extended Expo Time! Police department specialty staff, retired chiefs, EMS, corporate and private sector professionals are invited to visit with exhibitors during this extended expo time.

ASSOCIATION BUSINESS MEETING

10:30 A.M.

Recognition of retired chiefs, Board of Directors election and presentation of MCPA's Advanced CLEO & Command Academy.

LUNCH-LAW ENFORCEMENT EXPO

11:15 A.M.

NEW

Attendees and retired chiefs can see the latest technology and products in the Law Enforcement Expo while enjoying a delicious buffet lunch.

RETIRIED CHIEFS HOSPITALITY SUITE

12:30 P.M.

Following the new buffet lunch in the Law Enforcement Expo, retirees will gather in the ETI Hospitality Suite to catch up with former colleagues and friends.

AFTERNOON: BREAKOUT SESSIONS

HR FOR SMALL AGENCIES

Aimed at chiefs with fewer than 15 officers, this session will mainly focus on the challenges of termination and discipline in small agencies. Laying down the law with someone who's covering your back during critical incidents day-to-day is tough. This class will feature a combination of chiefs who have success stories in this area and legal experts chiefs can turn to.

NEW WELLNESS AND WELLBEING

This breakout will discuss the steps departments need to implement to have an effective, holistic mental wellness program. Captain Brian Nanavaty will talk about the program he helped implement at the Indianapolis Metropolitan Police Department, which considers a myriad of factors from steps post hire to financial planning to retirement preparation. The program there has resulted in fewer cases of discipline and an increase in officers seeking personal and professional assistance.

CRISIS INTERVENTION TRAINING (CIT) FOR SMALL AGENCIES

Forty hours is a long time for a small agency to dedicate to any training, that's why former detective Linda Flanders, condensed her crisis intervention training into a more manageable timeframe.

Her mental health crisis overview covers creating community networks for localized intervention, understanding that mental illness is a brain disorder and learning de-escalation steps for crisis calls.

Visit the MCPA website, www.mnchiefs.org, for more information on ETI breakouts and featured speakers.

MCPA AWARDS BANQUET **7:00 P.M.**

Please join us to honor the state's most heroic police officers who went above and beyond the call of duty in 2015.

WEDNESDAY

MORNING

The morning features a breakout for command staff and the day's keynote speakers include the chief on the front lines of the Ferguson protests and a chief who thought a Ferguson-type event would never happen in his town.

REGISTER WITH THE SPECIAL GROUP RATE to send members from your department.



FEATURED SPEAKER

Chief Michael Koval, Madison, WI Police Department

INVESTING IN COMMUNITY RELATIONS TO CASH IN DURING CRISIS

After less than a year as Madison's police chief, a fatal officer-involved shooting thrust Michael Koval into the national spotlight. In the face of great criticism and many baseless accusations about his agency, Chief Koval tirelessly defended his department's integrity and the officer involved in the shooting, who was later cleared of any wrongdoing. In the days following, Chief Koval invited a review of his policies, especially his use-of-force policy. At the Executive Training Institute, he will discuss the relations he built with community members prior to the incident, how he effectively leveraged traditional and new media to help influence public perceptions of his department and other leadership strategies to guide his department through this difficult time.

He'll also briefly discuss how the Madison Police Department's long history of progressive public safety initiatives and work to promote social justice and peaceful protests played into the situation.

NEW

INNOVATION AWARD LUNCHEON 12:15 P.M.

The MCPA Excellence in Innovation Award recognizes Minnesota municipal police agencies and their CLEOs for superior achievement and innovation. This award program is designed to recognize exceptional, innovative and extraordinary achievement in law enforcement program, efforts or initiatives that benefit law enforcement as a profession.



AFTERNOON

FEATURED SPEAKER

Chief Jon Belmar, St. Louis County Police Department

FERGUSON MISSOURI: LESSONS LEARNED

The events in Ferguson, Missouri marked a major shift in how many Americans perceive police, and began a call for more transparency and accountability in the profession. St. Louis County Police Chief Jon Belmar, who had a major role in restoring order following Michael Brown's death, will talk about the lessons learned during the ordeal and how police leaders can prepare for similar events in their communities.

His presentation includes ensuring officers are given clear instruction on their demeanor during protests, leading from the front in critical incidents, and trainings' short comings in dealing with these situations.

He'll also talk about the socioeconomic conditions leading to the unrest and cover the role politicians and media play during highly publicized events.

Executive Training Institute (ETI) Registration

April 17-20, 2016

Take advantage of the early discounted rates! **SAVE!** Be sure registration is postmarked on or before March 18, 2016.

NEW! GROUP RATE FOR DEPARTMENTS-The new group rate allows departments to have one registration for up to three officers! Take advantage of this great, new pricing to send your officers for a day of top-rate instruction.

Be sure to review the Registration Information to the right while registering.

Online Registration Now Available-www.mnchiefs.org

Name _____ Title _____

Department/Affiliation_____

Address _____ City _____

State/Zip _____

E-mail _____

Telephone _____ P.O.S.T.# _____

Region# _____ Check here if you are a new Chief Yes No

Special request (ADA, Dietary, etc.) _____

	Pre 3/18/16	Post 3/18/16	Cost
Full ETI Registration* Circle choice(s)			
Member	\$355	\$405	_____
Membership is on an individual basis and is not departmental.			

Non-Member	\$515	\$560	_____
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*Be sure to register below for the nightly Hospitality Suite, the Sunday Special Session and the Association Prayer Breakfast.

Group Rate**	\$135	\$155	_____
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Sunday

Sunday Special Session	\$55	\$65	_____
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Daily Registrations** at the daily or group rate

Monday	\$185	\$205	_____
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Tuesday	\$185	\$205	_____
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Wednesday	\$185	\$205	_____
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**Must have at least one full registration from your department to be able to register any staff at the group or daily rate.

ETI Law Enforcement Expo Only

Exhibit Only	FREE	FREE	_____
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Expo with Lunch	\$25	\$25	_____
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Misc./Additional Functions

Hospitality Fee	\$35	\$40	_____
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(Fee covers Sun, Mon, & Tues nights)

Association Prayer Breakfast	\$20	\$25	_____
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Additional

Tuesday Banquet	\$45	\$50	_____
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(One banquet ticket is included in a full ETI registration.)

Companion Program

Companion Program	\$80	\$85	_____
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Companion's Name _____

(Please enclose a check for the total amount due.) Total: \$ _____

Visit www.mnchiefs.org and click on ETI Register Now for online registration.

Make checks payable to the Minnesota Chiefs of Police Association.

Mail payment and registration to: 1951 Woodlane Ave, Woodbury, MN 55125

651-457-0677 • info@mnchiefs.org • www.mnchiefs.org

IMPORTANT REGISTRATION INFO

Before registering, be sure to review this important ETI information.

Special Requests:

It is our goal to make your ETI experience enjoyable; please let us know of any special needs or requirements (ADA, dietary, etc.) you might have via the special request line on your Registration Form. The Minnesota Chiefs of Police Association will do its best to meet these needs.

Full ETI Registration Includes:

- Access to sessions Monday-Wednesday
- Access to Law Enforcement Expo
- Access to the following social/networking functions:

Monday-Wednesday lunch

Monday President's Reception

Tuesday Evening Awards Social & Banquet

Separate registration is required for the Sunday evening Case Study, Hospitality Suite and the Association Prayer Breakfast.

NOTE: Members of the Minnesota Chiefs of Police Association, other state Chiefs of Police Associations and the Minnesota Sheriffs' Association may register under the member rate. New member applications can be obtained from the Minnesota Chiefs of Police Association Administrative Offices at 651-457-0677 or online at www.mnchiefs.org.

Daily Registrations Include:

- Monday: Access to the day's sessions, the Law enforcement Expo, lunch and President's reception.
- Tuesday: Access to the day's sessions, the Law Enforcement Expo and lunch.
- Wednesday: Access to the day's sessions and lunch.

Must have at least one full registration from your department to be able to register any staff under the daily rate or group rate.

Group Rate:

- Up to three individuals can be registered under a one-day group rate.
- Available Mon-Wed for the day's sessions and lunch, law enforcement Expo and President's Reception (if used on Monday)

ETI Law Enforcement Expo Only Includes:

- Access to the Law Enforcement Expo only.

Companion Program Includes:

Access to the following social/networking functions:

- Monday President's Reception
- Tuesday buffet lunch in the Law Enforcement Expo
- Tuesday Evening Awards Social & Banquet

You must be a public safety or government IT professional to register for the Expo.

Cancellations:

Cancellation requests must be in writing and received by the ETI Management Office no later than March 18, 2016.

Cancellation requests received by March 18, 2016 will be assessed a \$50 cancellation fee. Refunds will be processed after May 16, 2016.

Transferring Registrations:

Registrations may be transferred if the transfer request is in writing and bears the signature of the original registrant.

Questions? Contact us at **651-457-0677** or info@mnchiefs.org

Minnesota Chiefs of Police Association Strategic Partnership Program

The Minnesota Chiefs of Police Association's (MCPA) Strategic Partnership program provides organizations with a unique presence at association events, giving you the access, resources and business relationships you need to succeed. You will reach key decision makers and discover what products and services individual agencies are currently shopping for. A Strategic Partnership with the association will help build your brand and raise awareness of your product or service.

CHIEF PRESENTING SPONSOR

\$9,500

Only Two Available: A \$25,000 Value

Benefits include:

RECOGNITION

CHIEF PRESENTING SPONSOR Maximum signage identification by the MPCA for the 2016 Executive Training Institute and Law Enforcement Expo.

PREMIER LISTING of company name/logo on MPCA website.

PREMIER LISTING of company name/logo on screens and signage during events, and on Exhibit floor, when applicable. Receptions & Social Functions

RECEPTIONS & SOCIAL FUNCTIONS

***ANNUAL AWARDS BANQUET:** Premier logo recognition in event pre-promotions. Recognition as a "Chief Presenting Sponsor" at the Annual Awards Banquet and in applicable speaking programs and via signage at the event. One table of 10 that includes a chief or MPCA Board member at your table.

ETI PRESIDENT'S RECEPTION: Premier logo recognition in event pre-promotions. Recognition both over the PA and via event signage. Access to the function.

***ETI LUNCHES:** Logo recognition in event pre-promotions. Signage at the event. Ability to set out brochures or specialty items for attendees. Four tickets to the meal. Lunches held in the Expo Hall.

ETI HOSPITALITY SUITE: Logo recognition in event pre-promotions. Recognition via signage at the event. Ability to set out brochures or specialty items for attendees to enjoy. Four full ETI passes to the suite.

COMMANDER SPONSORS

\$5,000

A \$10,000 Value

Benefits include:

RECOGNITION

COMMANDER SPONSOR Premier Identification by the MPCA for the 2016 Executive Training Institute and Law Enforcement Expo.

PREMIER LISTING of company name/logo on MPCA website.

PREMIER LISTING of company name/logo on screens and signage during events, and on Exhibit floor, when applicable.

RECEPTIONS & SOCIAL FUNCTIONS

***ANNUAL AWARDS BANQUET:** Logo recognition in event pre-promotions. Recognition as a "Commander Sponsor" at the Annual Awards Banquet and in applicable speaking programs and via signage at the event. Five tickets to the ETI Annual Awards Banquet that includes a chief or MPCA Board member at your table.

ETI PRESIDENT'S RECEPTION: Logo recognition in event pre-promotions. Recognition both over from the podium and via signage at the event. Access to the function.

***ETI LUNCHES:** Logo recognition in event pre-promotions. Recognition both from the podium and via signage at the event. Ability to set out brochures or specialty items for attendees. Two tickets to the meal.

SUPPORTING SPONSOR

\$3,000

A \$6,000 Value

Benefits include:

RECOGNITION

SUPPORTING SPONSOR Identification by the MPCA for the 2016 Executive Training Institute and Law Enforcement Expo.

LISTING of company name/logo on MPCA website.

LISTING of company name/logo on screens and signage during events, and on Exhibit floor, when applicable.

RECEPTIONS & SOCIAL FUNCTIONS

***ANNUAL AWARDS BANQUET:** Logo recognition in event pre-promotions. Recognition as a "Supporting Sponsor" at the Annual Awards Banquet and in applicable speaking programs and via signage at the event. Three tickets to the ETI Annual Awards Banquet.

ETI PRESIDENT'S RECEPTION: Logo recognition in event pre-promotions. Recognition both over the PA and via event signage. Access to the function.

***ETI LUNCHES:** Logo recognition in event pre-promotions. Recognition both from the podium and via signage at the event. Ability to set out brochures or specialty items for attendees. Two tickets to the meal.

*New for 2016 Law Enforcement Expo

*For more information call
651-340-4848 or email us at
MCPA@synergeticendeavors.com.*

Hotels offering special ETI rates!

There are special hotel rates available for ETI guests! Rooms fill up fast...call today or go online to make your reservation. Be sure to mention that you are attending the Minnesota Chiefs of Police ETI to receive these special rates.

**BEST WESTERN PLUS KELLY INN
320-253-0606**



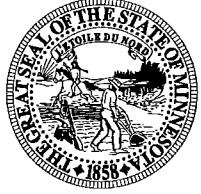
100 4th Avenue S., St. Cloud

Location of the Sunday, Case Study, nightly, hospitality suite, and Association Prayer Breakfast. ETI guaranteed rate-\$97 single/double plus tax. To make a reservation, call directly, 320-253-0606, identify yourself with the MCPA ETI. You may also reserve your room on line by visiting <http://bit.ly/1Tp31UZ> and enter your reservation dates to receive the special ETI rates. You may also fax your reservation to 320-202-0505, Attention, Front Office Manager.

Other discounted hotel options will be made available at a later date. Visit mnchiefs.org for updated hotel information.

The Minnesota Chiefs of Police Association partners with the city of St. Cloud and its hotels to provide a great stay at a reasonable rate for ETI attendees.

Making your reservation at one of the above hotels helps to ensure lower rates for attendees in the future.



Minnesota Board of Peace Officer Standards and Training

1600 University Avenue, Suite 200
St. Paul, MN 55104-3825
(651) 643-3060 • Fax (651) 643-3072
www.post.state.mn.us

December 7, 2015

Mr. Andy Skoogman, Executive Director
Minnesota Chiefs of Police Association
1951 Woodlane Drive
Woodbury, MN 55125

Dear Mr. Skoogman,

As you know, on December 4, 2015, Mary Bjornberg our Continuing Education Coordinator visited the Minnesota Chiefs of Police Association and met with you, Joe Sheeran, Todd Sandell and Nancy Viking. During her visit, she conducted an "Accredited Sponsor Evaluation" to ensure the compliance of MN Rule 6700.0902.

In reviewing your POST approved continuing education course files, she made some suggestions in documenting the course approval and expiration dates. All in all, she found the course documentation to be in good order. The courses you make available to licensed officers are high quality continuing education training. **Congratulations**, you have successfully passed the "Accredited Sponsor Evaluation."

Thank you very much for your time and the professional courtesy shown during her visit. I hope you will consider this evaluation process a positive experience and feel free to call Mary at 651-201-7787 with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan R. Gove".
Nathan R. Gove
Executive Director

Enc: Certificate of Recognition

c: Accredited Sponsor file

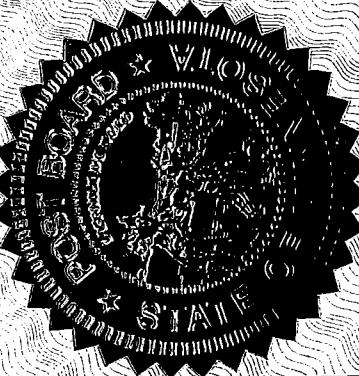
State of Minnesota

Board of Peace Officer Standards & Training

presents this certificate to

Minnesota Chiefs of Police Association

in recognition of compliance with
MN Rule 6700.0902, Accredited Sponsor Evaluation



Nathan R. Gove
Executive Director

Mary Bjornberg
Continuing Education Coordinator

December 7, 2015
Date of Issue



MINNESOTA CHIEFS OF POLICE ASSOCIATION

DEDICATED TO THE IDEALS OF PROFESSIONAL POLICING

December 5, 2015

Carol –

As we approach the end of 2015, I wanted to reach out and express my gratitude for your on-going partnership with the Minnesota Chiefs of Police Association (MCPA).

We hope that you have found the partnership valuable so far. Please know that we are always looking for ways to enhance the value to our Academic Partners and are open to new ideas.

Here's a brief recap of the benefits you have received to date:

- Speaking opportunity at the MCPA's October 2015 *CLEO & Command Academy* and logo and website link included in all training materials for students and instructors
- Logo and link included in MCPA weekly e-newsletter for entire month of October Academy
- Video interview of U of M's Technological Leadership Institute graduate that was distributed to MCPA members via weekly e-newsletter on (insert Date) and posted on the MCPA social media platforms (Twitter & YouTube)
- Podcast that explains your program in depth to be distributed in the MCPA weekly e-newsletter on December 10, 2016 and posted on social media platforms (Twitter & YouTube)

Don't hesitate to contact me if there are additional ways we could help promote your program to hundreds of police chiefs and commanders across the state of Minnesota. As you know, there are three different Academic Partner levels.

Thank you, again, for your commitment to the association and the law enforcement profession.

Sincerely,

Andy Skoogman
Executive Director
Minnesota Chiefs of Police Association (MCPA)
SAVE THE DATE: 2016 Executive Training Institute (ETI) & Expo
21st Century Leadership Lessons - Tactics/Innovation/Relationships
April 17-20, 2016 in St. Cloud, MN
For more, go to mnchiefs.org



Associate
Level:
\$500

- 15 minutes to speak and leave behind marketing materials at an Association Academy
- Logo, web link on all training materials, MCPA weekly e-newsletter and on homepage for entire month of an academy
- Custom video, podcast, Tweets

Valuable new officer training from MCPA Academic Partner Hennepin Technical College

The Chief's Association is proud to share the following training opportunities for new officers from Hennepin Technical College, one of our Academic Partners.



Hennepin Technical College[®]
CUSTOMIZED TRAINING SERVICES

Death Investigation: Basic Course for New Officers
Do you know what action to take as a new officer responding to a death scene?

December 15

Two classes offered: 8am to noon & 1pm to 5pm
Hennepin Tech, Law Enforcement & Criminal Justice Education Center
Brooklyn Park

Example of a training announcement in weekly e-newsletter

Thanks to the
Minnesota Chiefs of
Police Association's
current Academic
Partners



Concordia
UNIVERSITY-SAINT PAUL
Responsive. Relevant. Real.



HAMLINE
UNIVERSITY
School of Business



Hennepin Technical College™
CUSTOMIZED TRAINING SERVICES

**TECHNOLOGICAL
LEADERSHIP INSTITUTE**
UNIVERSITY OF MINNESOTA
Driven to DiscoverSM

*For more information on MCPA's
Academic Partnership Program, visit
MNChiefs.org or email info@mnchiefs.org*



*Minnesota Chiefs of
Police Association*

**Academic
Partnership
Program**

*Dedicated to the Ideals of
Professional Policing*

Highlight your learning opportunities to Minnesota's law enforcement leaders

The Minnesota Chiefs of Police Association (MCPA) offers unique partnerships to colleges and universities to connect with our members' looking for professional development opportunities.



Academic Partners receive face-to-face contact with law enforcement leaders and supervisors during the Association's various academies, recognition on MCPA's website and in internal communications

These include:

- Videos with your law enforcement alumni or school representatives highlighting your program (as seen above).
- Podcasts positioning your schools' experts as public safety thought leaders
- Tweets from MCPA
- Booth at MCPA's annual expo
- Articles, ads in MCPA publications

A screenshot of the Minnesota Chiefs of Police Association website. The top navigation bar includes the association's logo, name, and tagline "DEDICATED TO THE IDEALS OF PROFESSIONAL POLICING". Below the navigation are search bars for the site and members. A section titled "Chiefs' Interactive Media" features two soundcloud links: one for "Minnesota Police Chiefs COPS Office Director's Q&A on 21st Century Policing" and another for "Minnesota Police Chiefs Chief Jeff Tate on IACP's Community Policing Award". To the right, there is a "MCPA Partner" section for Hamline University, School of Business, with a link to "Learn more about MCPA Partnerships".

Example of an advertisement on MCPA website

P.h.D. Level: \$3,000

- Free booth at annual conference (ETI)
- 15 minutes to speak and leave behind marketing materials at an Association Academy
- Logo, web link on all training materials, MCPA weekly e-newsletter and on homepage for entire month of an academy
- Custom video, podcast, Tweets
- One ¼ page ad in the MCPA quarterly magazine
- One live webinar with MCPA members to discuss programs (webinar will be made available to MCPA members)
- Single subject email to mailing list

Master's Level: \$1500

- Free booth at MCPA annual training conference (ETI)
- 15 minutes to speak and leave behind marketing materials at an Association Academy
- Logo, web link on all training materials, MCPA weekly e-newsletter and on homepage for entire month of an academy
- Custom video, podcast, Tweets

 Minnesota Chiefs @MNPOLICECHIEFS · Oct 6
One of the @MNPOLICECHIEFS' 1st podcasts w/ @UMNTLI on what Chiefs need to know about tech. Look for it Cnotes soon.



Tweet featuring U of M's Technological Leadership Institute coordinator.

CITY HALL LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of this 20th day of October 2015, by and between the City of New Brighton, a Minnesota municipal corporation, whose address is 803 Old Highway Eight Northwest, New Brighton, Minnesota 55112 (hereinafter referred to as "Landlord") and Minnesota Chiefs of Police Association, a Minnesota non-profit, professional membership organization whose address is 1951 Woodlane Drive, Woodbury, MN 55125, (hereinafter referred to as "Tenant".)

WITNESSETH:

ARTICLE I - GRANT AND TERM

1.1 LEASED SPACE. In consideration of the rents, covenants and agreements herein reserved and contained as the part of Tenant to be performed, Landlord does hereby lease to Tenant approximately 1,000 square feet of business space to include offices 4, 3, 2, the Lobby, Reception/Cube, and Storage Room 2, as identified in the attached drawing, located in the lower level of New Brighton City Hall (space formerly occupied by the New Brighton Police Department) located at 803 Old Highway 8, New Brighton, MN 55112 and non-exclusive access and use to the downstairs conference room and the New Brighton Public Safety training rooms (hereinafter referred to as the "Leased Space".) A drawing of the Leased Space is attached hereto as Attachment One. If the Upper Midwest Community Policing Institute (UMCPI) vacates their space for any reason, Tenant shall have the option of moving into the UMCPI space, described as approximately 2,000 square feet of business space to include offices 5, 6, 7, 1, the Mail & Production Room, the Kitchen, the Conference Room and Storage Room 1, as identified in Attachment One, with no change in the rent outlined in Attachment Two.

1.2 TERM. The term of this Lease and Tenant's obligation to pay rent hereunder shall commence on June 1, 2016, and shall run until May 31, 2026. This Lease may be extended after its initial term with the consent of both parties.

1.3 USE OF COMMON AREAS. Tenant and its employees, guests, and invitees shall have the non-exclusive right to use the entryways, elevators, stairs, hallways, and restrooms at New Brighton City Hall. Employees of the Tenant shall have the non-exclusive right to use the parking lot behind City Hall, subject to availability. Use of the parking areas by other guests or invitees of the Tenant shall subject to availability.

1.4 ACCESS TO LEASE SPACE. Tenant, its employees, and invitees shall have secure access to the Leased Space at the New Brighton City Hall. Tenant shall identify and be provided with, the number of access cards necessary for its employees and will provide more access cards to the Tenant if necessary.

1.5 LANDLORD ACCESS TO LEASED SPACE. The Landlord shall have reasonable access to the Leased Space, provided reasonable notice is given to the Tenant. Further, within one hundred and eighty (180) days prior to the expiration of the term, Landlord shall have the right to show the Leased Space to third parties for the purpose of again leasing

same, during normal business hours. Landlord agrees to use reasonable efforts to minimize any interference or inconvenience to Tenant arising out of marketing of the Leased Space.

ARTICLE II - RENT

2.1 **RENT.** During the term hereof, Tenant agrees to pay to Landlord at 803 Old Highway 8 Northwest, New Brighton, Minnesota 55112, or at such place as the Landlord may from time to time designate in writing, the "minimum rent" for the Leased Space as outlined in Attachment Two which is payable prior to the first of each month, without deduction or set-off, commencing on May 1, 2016. In the event the leased term ends on a day other than the end of a calendar month, payment for such partial month shall be adjusted pro-rata by the number of days in that month.

2.2 **ADDITIONAL RENT.** Any other charges to be paid by the Tenant pursuant to the provisions of any other sections of this Lease shall be designated as "additional rent". Failure of Tenant to pay "additional rent" shall give Landlord the right to declare an event of default.

2.3 **RENT DELINQUENCIES.** Should the Tenant, for any reason whatsoever, fail to pay, when the rent is due and payable and should said rent not be paid within ten (10) days of due date, Tenant shall pay a late penalty equal to five percent (5%) of total rents due. In addition, all unpaid rents shall bear interest from the date due to the date of payment at the rate of twelve percent (2%) per annum in excess of the prime rate as quoted by U.S. Bank National Association to its best customers, or the highest rate permitted by law, whichever is less.

2.4 **FIRST MONTH'S MINIMUM RENT PAYMENT.** On June 1, 2016, Tenant shall pay an amount equal to twice the monthly rent. One-half of this amount will be applied to the first month's rental payment of minimum rent, and the remainder will be retained by the Landlord to cover potential future rent delinquencies or damage to the leased space.

ARTICLE III - USE OF LEASED SPACE

3.1 **TENANTS USE.** During the term of this Lease, the Leased Space shall be used solely for the purpose of office and administrative purposes for the Tenant and for no other purpose without prior written consent of Landlord.

3.2 **COMPLIANCE WITH LAWS AND REGULATIONS.** Tenant covenants and agrees that at all times during the term hereof it will maintain and conduct its business insofar as the same relates to the occupancy of the Leased Space in such a manner and under such regulations as to be in strict compliance with any and all applicable laws, rules, regulations and ordinances, as well as any and all applicable provisions of insurance underwriters of insurance of the Leased Space or of the New Brighton City Hall.

3.4 **AFFIRMATIVE COVENANTS OF TENANT.** Without in any way limiting or restricting other covenants of Tenant elsewhere in this Lease contained, the Tenant affirmatively covenants and agrees as follows:

- (a) Tenant shall neither permit or suffer or conduct activities creating unreasonable noise, odor or other nuisance in, on or about said Leased Space to annoy or disturb

any person occupying adjacent premises or common areas.

- (b) Tenant shall keep the Leased Space, including all service and/or loading areas for the Leased Space, free from all litter, dirt and obstructions;
- (c) Tenant shall arrange for and accept deliveries only at such times, in the areas, and through entrances designated for such purpose by Landlord;
- (d) Tenant shall keep said Leased Space clean and in the sanitary condition required by any applicable ordinances and regulations, including any policies adopted by the Landlord applicable to its buildings;
- (e) Tenant shall neither permit nor suffer the Leased Space, or the walls, ceilings or floors thereof to be endangered by overloading;
- (f) Tenant shall not use or permit the Leased Space to be used for any purpose or purposes other than that set forth in Section 3.1 hereof; and
- (g) Tenant will control its employees, guests and invitees to prevent drunken, unruly or obnoxious behavior.

ARTICLE IV - MAINTENANCE AND REPAIRS

4.1 TENANTS MAINTENANCE AND REPAIRS. Tenant agrees that, from and after the date that possession of the Leased Space is delivered to Tenant, and until the end of the term hereof, Landlord will be responsible for all repairs, maintenance and replacements to the Leased Space including, but not limited to, structural repairs and replacements, the interior and exterior portions of all doors, windows, plate glass, locks, frames, hardware and showcases surrounding and incorporated into the Leased Space; the mechanical plumbing, heating, air conditioning and/or cooling, ventilating and electrical equipment and systems; partitions, and all other fixture, appliances and facilities furnished by Landlord. Tenant shall not be responsible for repair or damage caused by the negligence of Landlord, its employees or agents, but shall be responsible for any repair or damage caused by the negligence of the Tenant, its employees, guests, students, invitees or agents. Tenant shall be required to pay for any structural repairs, alterations, or unscheduled improvements that are required by governmental rules, orders or regulations as a result of Tenant's use and or occupancy of the Leased Space. Any and all such repairs, alterations or improvements shall require prior approval of the Landlord, which shall be reasonably granted. Landlord may inspect the Leased Space to insure Tenant's compliance with the above and foregoing requirements. Tenant accepts the Leased Space as being in good and sanitary order, condition and repair.

4.2 SURRENDER OF PREMISES. At the expiration or termination of this Lease, Tenant shall surrender the Leased Space in the same condition as existed on the commencement date of this Lease, ordinary wear and tear excepted. All fixtures, structural alterations or improvements that have become attached to the Leased Space, except trade fixtures, shall become a part of the Leased Space and shall become the property of Landlord.

At the expiration or termination of this Lease, Tenant must remove all items they have brought into

the facility within thirty (30) days of vacating the premises. If items are not removed at said time, they will become property of the Landlord. Rent after the term of this lease will be paid in accordance with Article XI, 11.1.

ARTICLE V – UTILITIES, MAINTENANCE AND IT SERVICES

5.1 CHARGES. Landlord shall pay for all utility services, including gas, electricity, domestic water, sewer, and all other utility services furnished to the Tenant for use in the Leased Space. During heating months, the thermostat will be set for 68 degrees during normal business hours (Monday to Friday from 7:00 AM to 5:00 PM) and 55 degrees during non-business hours. During the cooling months, the thermostat shall be set at 72 degrees during normal business hours (Monday to Friday from 7:00 AM to 5:00 PM) and 75 degrees during non-business hours. The Landlord shall be responsible for the costs of weekly custodial cleaning responsibilities to be defined by both parties.

5.2 SUPPLY OF UTILITY CHARGES. Landlord shall not accept responsibility for repairing any failure or defect in the supply or character of electricity, water, sewer, or gas furnished by reason of any change, requirement, act, neglect or omission of the public utility serving the Leased Space or for any reason not attributed to Landlord.

5.3 INTERRUPTION OR DISCONTINUANCE OF LANDLORD'S SERVICE. Tenant agrees that Landlord shall not be liable for failure to supply any service when Landlord uses reasonable diligence to supply the same, it being understood that Landlord reserves the right to temporarily discontinue such services, or any of them, at such times as may be necessary by reason of accident, unavailability of employees, failure of supply, repairs, alterations or improvements, or by reason of fire, strikes, flood, lockouts, riots, Acts of God or any other happening beyond the reasonable control of the Landlord. Notwithstanding the above provisions of this paragraph, in the event utilities are interrupted as a result of tenant's negligence or willful misconduct, minimum rent and additional rent shall abate until utilities are restored. When Landlord causes services to be rendered by independent third parties, Landlord shall have no liability for the performance thereof or liability therefore.

5.4 GARBAGE AND REFUSE COLLECTION. All garbage and refuse shall be kept in closed bags/containers and shall be placed in the exterior containers designated for such purpose. The Landlord shall pay the cost of pick-up garbage and refuse for the Leased Space.

5.5 TELEPHONE SERVICE AND INTERNET ACCESS. The Leased Space will be provided with telephone/internet hookups and telephones through Landlord's municipal telephone system. If the Tenant prefers, it may use its own telephone system provided it does not result in any structural alterations to the Leased Space or other areas within City Hall, or cause any unreasonable disruption of telephone, computer, or electronic services provided to other tenants or occupants of the New Brighton City Hall. All installations of non City of New Brighton normal or digital phone equipment and wiring must be approved by the Landlord. The installation location of phone company Demark boxes must be approved by Landlord before installation. Installation of non City phone and or Ethernet wire to and from the Demark and the room or rooms, must be approved before installation. All vendors performing work on City buildings must also be licensed and approved by Landlord prior to installations. To prevent interference with City wireless equipment, the use of

wireless access points (WIFI, Bluetooth) or any other wireless equipment that transmits data must be approved by Landlord before it can be plugged into the City's computer network. Phone and internet access will be provided and billed once per month at fees outlined in the Landlord's fee schedule (See Attachment Three). Landlord may adjust the fee schedule once per year before June 1 of the year.

5.6. WEB HOSTING AND IT SERVICES. The Landlord agrees to provide space on a server in order to host the Tenant's website. The Landlord will also provide IT services when requested by the Tenant at rates outlined in the Landlord's fee schedule for such services (See Attachment Three). These amounts shall be in addition to the minimum rent amount.

ARTICLE VI - ALTERATIONS AND TENANT IMPROVEMENTS

6.1 ALTERATIONS. Tenant may, from time to time during the term of this Lease, make, at its own cost and expense, any alterations or changes in the interior of the Leased Space in good and workmanlike manner in compliance with all applicable requirements of law, provided Tenant follows the notice procedure and obtains Landlord's consent where required, all in accordance with this Article. Any and all such permanent alterations, physical additions or permanent improvements, when made to the Leased Space by Tenant, shall at once become the property of the Landlord and shall be surrendered to the Landlord upon termination of this Lease, whether by lapse of time or otherwise. Upon completion of such alterations, Tenant shall present Landlord a copy of the endorsement to Tenant's fire and extended coverage insurance policy which endorsement shall incorporate said alterations into the policy. All costs of any such work shall be paid promptly by Tenant so as to prevent the assertion of any liens for labor or materials. Tenant shall allow no work on the Leased Space that could result in attachment to the Leased Space or to the New Brighton City Hall of mechanics or materialmen's liens.

6.2 NOTICE TO LANDLORD. Prior to the initiation of any alterations, Tenant shall give Landlord written notice thereof and specify the work to be performed in reasonable detail and provide as much information as possible as to the nature, timing, and process to be undertaken with the construction project. After receipt of said notice, Landlord shall have a reasonable period of time during which it shall make a determination, in its sole discretion, as to whether the proposed work would create an undesirable structural or design change at the Leased Space. Tenant shall provide Landlord, upon request, with any further information reasonably necessary for such determination by Landlord and Tenant shall not commence work or accept materials prior to receiving written notice of Landlord's determination. Tenant may not commence any work or the delivery of any materials for alterations that would create a structural or design change without the prior written consent by Landlord, and Landlord may make such determinations in its sole discretion.

6.3 LEASED IMPROVEMENTS. The Leased Space shall be painted and carpet cleaned by Landlord as normal wear warrants. All other fixtures, furnishing, and finishing shall be the responsibility of Tenant, at Tenant's expense, and subject to the provisions of paragraphs 7.1 and 7.2.

6.4 SIGNS. If requested by Tenant, Landlord will add the Tenant logo to the signs on 8th Street and Old Hwy 8 NW, the entrance to the parking lot area off of 8th Street, and the one located near the east entrance of City hall. Tenant will pay the cost of refacing the existing signs, including adding its logo. Upon termination of the Lease, Tenant will pay the cost of restoring the faceplates of

the signs to the original design. If Landlord and Tenant agree to completely replace all three mentioned signs, Landlord and Tenant will pay a percentage cost, based on the percentage of logo space on the new signs. All signs must be in compliance with the City comprehensive sign plan.

ARTICLE VII – INSURANCE REQUIREMENTS

7.1 **TENANT LIABILITY INSURANCE.** Tenant shall during the entire term of this Lease keep in full force and effect a commercial general liability insurance policy, which shall be primary insurance to any other valid and collectible insurance available to the Landlord. The limits of liability under the policy shall not be less than \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; \$1,000,000 personal and advertising injury; \$1,000,000 each occurrence; \$50,000 fire damage (any one fire); \$5,000 medical expense (any one person). The policy shall name the Landlord as additional insured and shall contain clauses that losses shall be payable notwithstanding any act or negligence of the insured that might otherwise result in forfeiture of said insurance, and that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice. The insurance shall be with an insurance company approved to do business in the State of Minnesota and reasonably acceptable to the Landlord. Tenant shall deliver a copy of the Certificate of Insurance, showing the City as additional insured, to Landlord prior to taking possession of the Leased Space, and a renewal certificate at least thirty (30) days prior to the expiration date of any policy term.

ARTICLE VIII - DESTRUCTION AND RESTORATION

8.1 **DAMAGE.** If 50% or more of the Leased Spaced is damaged or destroyed by any uninsured casualty, Landlord shall have the option to rebuild or to terminate this Lease by exercise of notice to Tenant given not more than one year from the date of such damage.

8.2 **TENANT INSURANCE COVERAGE.** Tenant shall carry insurance against fire and such other risks as are from time to time included in standard special form causes of loss. Tenant shall also carry said insurance for the full value of Tenant's merchandise, trade fixtures, furnishings, wall covering, carpeting, drapes, equipment and all other items of personal property of Tenant located on or with the Leased Space. The minimum level of insurance to be carried for fire damage (any one fire) under the commercial liability policy is to be \$50,000. Any insurance policies required to be carried pursuant to this paragraph shall name Landlord as a loss payee, and Tenant shall furnish Landlord evidence of such insurance coverage. Such insurance policies may not be modified or terminated without thirty (30) days' advance notice to Landlord.

8.3 **RELEASE.** Each party hereto ("Releasing Party") hereby releases the other ("Released Party") from any liability that the Released Party would, but for this paragraph, have had to the Releasing Party arising out of or in connection with any accident or occurrence or casualty:

- (a) that is or would be covered by a fire and extended coverage policy (with vandalism and malicious mischief endorsement attached) or by a sprinkler leakage or water damage policy in the state in which the Leased Space is located regardless of whether or not such coverage is being carried by the Releasing Party, and

- (b) to the extent of recovery under any other casualty or property damage insurance being carried by the Releasing Party at the time of such accident or occurrence or casualty, which accident or occurrence or casualty may have resulted in whole or in part from the act of neglect of the Released Party, its officers, agents or employees, provided, however, the release hereinabove set forth shall become inoperative and null and void if the Releasing Party contracts for the insurance required to be carried under the terms of this Lease with an insurance company that:
- (1) Takes the position that the existence of such release vitiates or would adversely affect any policy so insuring the Releasing Party in a substantial manner and notice thereof is given to the Released Party, or
 - (2) Requires the payment of a higher premium by reason of the existence of such release, unless in the latter case the Released Party within ten (10) days after notice thereof from the Releasing Party pays such increase in premium.

8.4 PROTECTION FROM SUBROGATION. Anything in this Lease to the contrary notwithstanding, neither Landlord nor Tenant shall be liable to the other for any business interruption or any loss or damage to property or injury to or death of persons occurring on the Leased Space or the adjoining properties, common areas, sidewalks, streets or alleys, or in any manner growing out of or connected with Tenant use and occupation of Leased Space, or the condition thereof or of common areas, sidewalks, streets or alleys adjoining caused by the negligence or other fault of Landlord or Tenant or of their respective agents, employees, subtenants, licensees or assignees to the extent that such business interruption or loss or damage to property or injury to or death of a person is covered by or indemnified by proceeds received from insurance covered by other party; and Landlord and Tenant each hereby respectively waive all rights of recovery against the other, its agents, employees, subtenants, licensees and assignees, for any such loss or damage to property or injury to or death of persons to the extent the same is covered by proceeds received from insurance provided by other party, or for which reimbursement is otherwise received. Landlord's and Tenant's respective policies of insurance shall each contain a waiver of subrogation provision incorporating the above covenant and providing that the insurance shall not be invalidated by the insured's written waiver prior to a loss of any or all right of recovery against any party for any insured loss. It is expressly understood that Landlord shall not be liable to Tenant for any damages incurred by the latter as a result of the above and foregoing events; save and except as to any such damages caused by the willful negligence of the Landlord, its agents or employees, provided such damages are not recoverable by Tenant pursuant to the insurance policies required to be provided by Tenant under this Lease or otherwise.

ARTICLE IX - TENANT'S DEFAULT

9.1 EVENTS OF DEFAULT. The following events shall be deemed to be events of default by Tenant under this Lease:

- (a) Tenant shall fail to pay when due any installment of rent, or other charges

provided herein, or any portion thereof and the same shall remain unpaid for a period of ten (10) days after the same shall become due; or

- (b) Tenant shall for reasons other than those specifically permitted in this Lease, cease to conduct its normal business operations in the Leased Space or shall vacate or abandon Leased Space. Tenant will be deemed to have vacated, closed or abandoned the Leased Space if it fails to conduct its business in the Leased Space during regular working hours for a period of more than ten (10) consecutive business days; or
- (c) Tenant shall do or permit to be done anything that creates a lien upon the Leased Space; and does not cause said lien as to Landlord's interest in the property to be released within ten (10) days after written notice from Landlord; or
- (d) Any representation or warranty made in writing to Landlord in this Lease or in connection with the making of this Lease, by Tenant or any guarantor, shall prove at any time to have been incorrect in any material respect when made or becomes incorrect; or
- (e) Tenant shall have failed to comply with any other provisions of this Lease and shall not cure any failure within thirty (30) days, or such longer period of time as may be reasonably required to cure such default, after Landlord, by written notice, has informed Tenant of such noncompliance.

9.2 LANDLORD'S REMEDIES. Upon the occurrence of any of the above listed events of default, Landlord may elect to either: (1) terminate this Lease; or (2) terminate Tenant's right to possession only without terminating this Lease, hereinafter referred to as re-entry; (3) pursue any other remedy available at law or in equity. Landlord shall have all remedies provided in the Lease and under governing law. All of the remedies given to Landlord in this Lease or by law shall be cumulative, and the exercise of one right or remedy by Landlord shall not impair its right to exercise any other right or remedy.

In the event of election under (2) above to terminate Tenant's right to possession only, Landlord may, at Landlord's option, proceed to demand possession by notice and proceeding under the Unlawful Detainer Law of Minnesota and take and hold possession thereof without such proceeding or entry into possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligation to pay the rent hereunder for the full term. Upon re-entry Landlord may remove all personal property from the Leased Space and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage that may be occasioned thereby. Upon and after entry into possession without termination of Lease, Landlord shall use reasonable efforts to relet the premises, or any part thereof for the account of Tenant, to any other person, firm or corporation, for such rent and other charges for such time and upon such terms as Landlord, in Landlord's reasonable judgment shall determine, but Landlord shall not be required to accept any potential tenant offered by Tenant or to observe any instruction given by Tenant about such reletting. Landlord may make repairs or redecorate the

premises to the extent deemed by the Landlord necessary or commercially reasonable. Notwithstanding any action of possession or re-entry into the Leased Premises by the Landlord as permitted in this Article, or termination of this Lease as permitted under this Article, it is stipulated and agreed that Tenant shall remain liable to Landlord for damages for breach of this Lease and of Tenant's covenants hereunder in an amount equal to the total of the following:

- (a) All fixed minimum rent, additional rent, late charges, additional rent payable for and otherwise, and any and all charges payable by Tenant hereunder or under other agreements with the Landlord due for the period prior to the date of termination of this Lease or re-entry but unpaid, together with additional late charges from the due date until paid; PLUS
- (b) All costs and expenses incurred by Landlord in connection with re-entry and repossession of the Leased Space, the repair, renovation, remodeling, or redecoration thereof to the state required by this Lease upon termination, or as may be necessary for reletting, and any brokers' commissions, attorneys' fees, and other charges incurred in connection therewith or in connection with reletting the Leased Space, including attorneys' fees, expended in the collection of rents; PLUS
- (c) A sum equal to the present value of all rents that would have been payable hereunder after the date of termination or re-entry for the balance of the term of this Lease had the Lease not been terminated or re-entry made, together with interest thereon at the rate of twelve percent (12%) per annum, PROVIDED THAT, in the event the Leased Space is relet (which reletting shall in no event relieve or release Tenant of or from liability for damages hereunder) for all or any part of the balance of the original term hereof then, for each month during such reletting for which Landlord receives net avails of such reletting, Tenant shall be entitled to a credit against its liability to Landlord for such month in an amount equal to such net avails, and PROVIDED FURTHER that, in lieu of damages set forth in the foregoing provisions of this section, Landlord may waive such foregoing provisions and elect, by written notice to Tenant within ninety (90) days after termination or re-entry, to receive forthwith as liquidated damages for such breach, in addition to the amounts specified above, a sum equal to fifteen percent (15%) of the rents that would have been due and payable for the portion of the balance of the term of the Lease from the date of early termination or re-entry through the final lease year.

9.3 COSTS, EXPENSES AND ATTORNEYS FEES. If one party is required to seek legal counsel for collection or to commence litigation or arbitration in order to enforce the covenants and agreements of this Lease, the party prevailing in such collection, litigation or arbitration shall have the right to reimbursement from the other party of all reasonable costs, expenses and attorney's fees.

ARTICLE X - MISCELLANEOUS PROVISIONS

10.1 HOLDING OVER. In the event that Tenant shall continue to occupy the Leased Space after the expiration of the term of this Lease or written extension of the term hereof without entering into a new Lease or written extension of the term hereof said tenancy shall be construed to be a "tenancy from month to month" upon all of the other terms and conditions herein contained, except where same are not applicable, and except that the rental during such holdover period shall be the then current "minimum rent" plus fifty percent (50%) thereof and all "additional rent" shall continue to be paid.

10.2 ENTIRE AGREEMENT. This Lease is executed in identical counterparts, each of which, when bearing original initials of the parties on each page and at each change in the text hereof as well as original signatures at the end of the document, shall constitute an original for all purposes. All previous agreements, whether oral or written, are superseded by and merged with this Lease. Subsequent change shall not be binding unless reduced to writing and signed by the parties hereto.

10.3 INVALIDATION OF PARTICULAR PROVISIONS. If any clause, term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. It is the intention of the parties hereto than in lieu of each clause, term or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease a clause, term or provision similar to such illegal, invalid or unenforceable clause, term or provision as may be possible and would be legal, valid and enforceable.

10.4 PROVISIONS BINDING, ETC. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and legally appointed representative, respectively, of the Landlord and the Tenant. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition.

10.5 GOVERNING LAW. The laws of the State of Minnesota shall govern the interpretation, validity, performance and enforcement of this Lease.

10.6 NOTICES. Any notice that is required under this Lease shall be deemed "given" upon hand delivery or three (3) days after prepaid posting in the U.S. Mail which shall first occur. Notice shall be addressed to:

Landlord: Dean R. Lotter, City Manager
 CITY OF NEW BRIGHTON
 803 - Old Highway Eight
 New Brighton, MN 55112

Tenant: Andrew Skoogman, Executive Director
 Minnesota Chiefs of Police Association
 1951 Woodlane Drive
 Woodbury, MN 55125

or to any other address as shall be designated by written notice.

Wherein this Lease a certain number of days from date of notice to a given action is specified, unless the specific provision otherwise states, the days shall be counted as follows: The first calendar day shall be excluded and the last day shall be included, unless the last day is a Saturday, Sunday or legal holiday, in which event the period shall be extended to include the next day that is not a Saturday, Sunday, or legal holiday.

10.7 HEADINGS. The heading, section numbers and article numbers appearing in this Lease are not intended in any manner to define, limit or describe the scope of any such section or article and are solely inserted for ready reference purposes.

10.8 PRONOUNS. As utilized in this Lease, the "singular" pronouns shall include the "plural", and the "masculine" shall include the "feminine" and the "neuter" and vice versa, unless a contrary intent specifically appears.

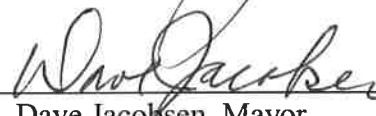
10.9 ASSIGNMENT AND SUBLetting. Tenant will not assign this Lease and will not sublet any part of said Leased Space without the consent in writing of the Landlord. Tenant hereby agrees that if the Tenant shall be declared bankrupt, shall have a receiver appointed of its property, shall make an assignment for benefit of its creditors, or its rights hereunder shall be taken under execution, it shall be construed as an assignment of this Lease within the meaning hereof.

10.10 TENANT RESPONSIBILITIES. Tenant shall be responsible for, and pay when due, any and all taxes, including but not limited to, real estate taxes, personal property taxes, and privilege taxes, levied against Landlord or Tenant by reason of the leasing, use, or occupancy of the Leased Premises by Tenant.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

LANDLORD

CITY OF NEW BRIGHTON
BY: 
Dean Lotter, City Manager

BY: 
Dave Jacobsen, Mayor

DATE: 10 / 30 / 15

TENANT:

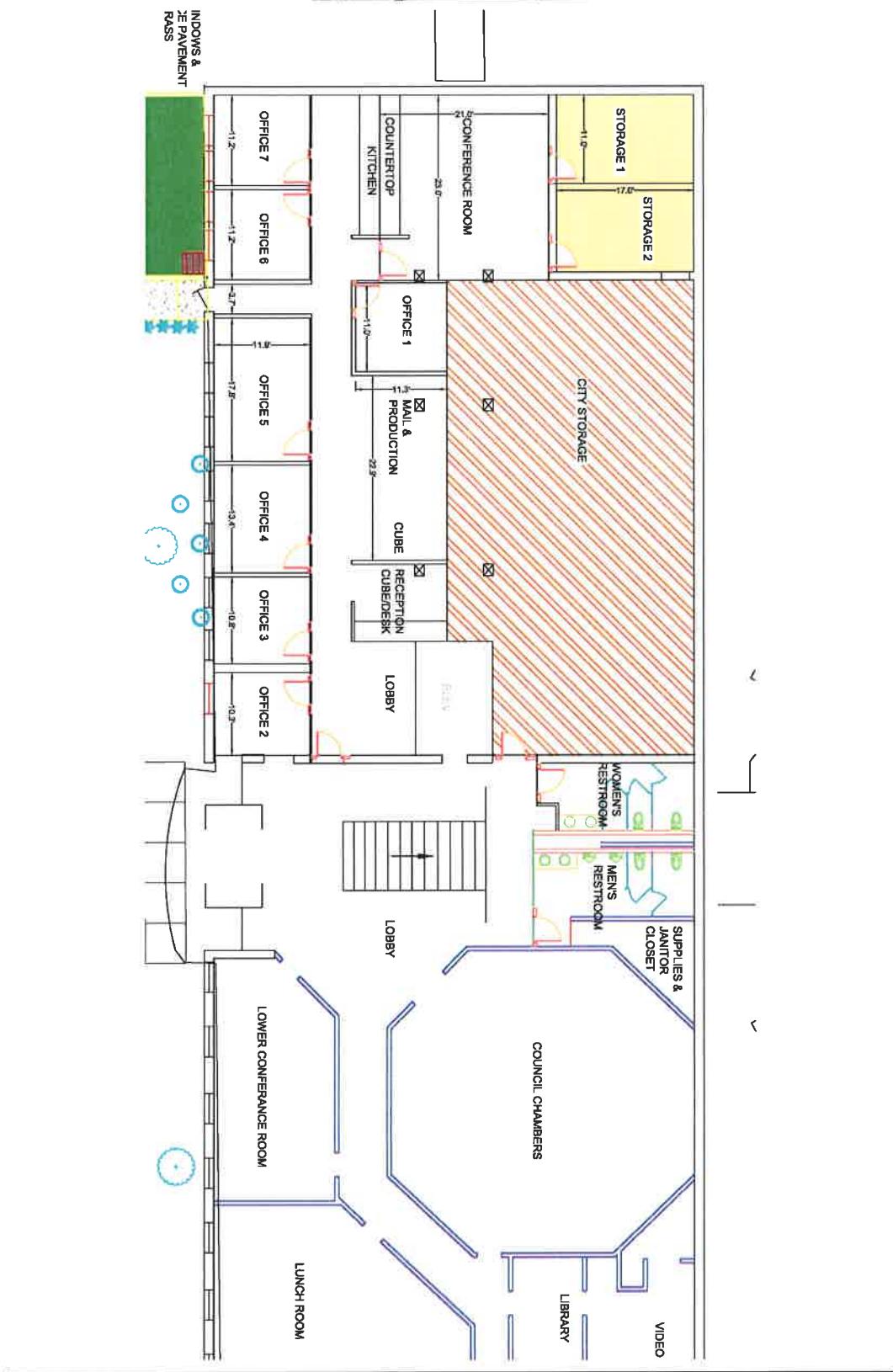
MINNESOTA CHIEFS OF POLICE ASSOCIATION

BY: A.P.S.

ITS: _____

DATE: 10 / 30 / 2015

ATTACHMENT ONE
Drawing of Leased Space



ATTACHMENT TWOLease Rates

Years	Rent \$1,170.00 per month
1	\$14,040.00
2	\$14,040.00
3	\$14,040.00
4	\$14,040.00
5	\$14,040.00
6	\$14,040.00
7	\$14,040.00
8	\$14,040.00
9	\$14,040.00
10	\$14,040.00
Subtotal	\$140,400.00
	Total lease \$140,400.00

ATTACHMENT THREE
IT Fee Sheet