


**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 RESOLVED, that the City of Saint Paul, Police Department is authorized to enter into the attached Lease
 2 agreement with the Camp Ripley Joint Force Training Center for use of their Arden Hills army Training
 3 Site Grounds and Facilities (AHATS) for the dates of August 8, 2013 and October 10, 2013/ A copy of
 4 said agreement is to be kept on file and on record in the Office of Financial Services.
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	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Khaliq (Interim)			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**


By: **Thomas E. Smith, Chief of Police**

Form Approved by City Attorney
 By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

Form Approved by Mayor for Submission to Council

By: _____

LEASE
FOR THE USE OF ARDEN HILLS ARMY TRAINING SITE GROUNDS
AND FACILITIES

This lease to use portions of AHATS and facilities is issued on 11 July 2013 by the Camp Ripley Commander to the St. Paul Police Department hereafter called the **LESSEE**. This lease, to be used on, 8 August 2013 through 10 October 2013 is issued for the following purpose and limited to the following activities:

POC: Commander Joshua Lego

Lessee's Address: St. Paul Police Department Telephone: (651) 968-9182
367 Grove St
St. Paul, MN 55101

This lease is issued subject to the following conditions:

1. The Lessee agrees to pay the following fees:

FEE FOR	AMOUNT
<u>AHATS MOUT x 4 days, 8 and 13 August 2013,</u>	<u>220.00</u>
<u>8 and 10 October 2013</u>	
_____	_____
_____	_____
TOTAL:	<u>\$220.00</u>

Fees are payable to: CAMP RIPLEY MESS FUND

LESSEE INITIALS _____

2. **Liability.** The State of Minnesota shall not be responsible for damages to property or injuries to persons which may arise from, or be incident to, the use of AHATS grounds and facilities. The State of Minnesota shall not be responsible for any claim, regardless of kind, related to activities undertaken pursuant to this lease. To the extent permitted by Federal law, the lessee shall indemnify and hold harmless the State of Minnesota from any and all claims, damages, expenses and liabilities arising out of its use of AHATS grounds and facilities.

3. **Permits and Leases.** The lessee shall obtain all permits and leases required for its activities at AHATS. The State of Minnesota shall not be responsible for the lessee's failure to obtain such permits and leases or to comply with any other requirements imposed upon the lessee for the conduct of its activities.

4. **Compliance With Laws.** The lessee shall comply with all applicable laws, ordinances, rules and regulations. The State of Minnesota shall not be responsible for the lessee's failure to comply.

5. **Insurance.** The lessee shall obtain adequate insurance coverage for persons and property associated with activities conducted pursuant to this lease. For the purposes of this lease, self insurance by the United States of America, as provided for under the Federal Tort Claims Act, or other applicable authority, shall be deemed to be sufficient.

6. **Internal Security.** The lessee shall be responsible for internal security of personnel and property within the areas assigned to it. The lessee accepts full responsibility for the conduct of all persons admitted to AHATS pursuant to this lease. The lessee shall report immediately any violations of laws, ordinances, rules or regulations SFC Jamie LeClair, telephone number (651) 634-5229.

7. **Liability for Damage to AHATS.** The lessee shall at all times exercise due diligence in the protection of AHATS grounds and facilities. In the case that any property of the United States or the State of Minnesota is damaged or destroyed by the lessee incident to the use of AHATS, the lessee shall, to the extent permitted by Federal Law, pay an amount sufficient to compensate for the loss sustained by the United States or the State of Minnesota by reason of damages to, or destruction of, such property.

8. **Vacating Premises.** On or before the date of the expiration of this lease or its termination, the lessee shall vacate the grounds and facilities assigned to it and restore the grounds and facilities to as good order and condition as that existed upon its arrival.

9. **Cancellation by Camp Ripley Commander.** This lease may be canceled by the Camp Ripley Commander at any time and for any reason. No claim for damages

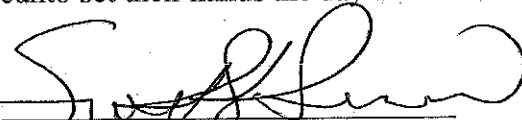
LESSEE INITIALS _____

to the lessee from any such cancellation shall be asserted or maintained against the State of Minnesota, the Minnesota National Guard or their agents, employees or assigns.

10. **Cancellation by Lessee.** The lease may be canceled at any time and for any reason. The lessee may be liable for expenses incurred by AHATS for the period beginning 30 days prior to its anticipated arrival at AHATS. Written notice of cancellation must also be received.

11. **Assignment.** This lease is not assignable or transferable.

In witness whereof, both parties have hereunto set their hands the day and written above.

By 
Camp Ripley Post Commander

By _____
Lessee

