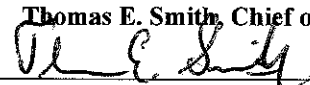


**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 WHEREAS, the City of Saint Paul Police Department (SPPD) wishes to enter into a license agreement
 2 with the Naval Special Warfare Development Group (NSWDG) for the use of the city owned Diamond
 3 Products Property located at 310 5th Street East, Saint Paul, MN, and
 4
 5 WHEREAS, the license agreement (which does not include an indemnification clause) will allow the
 6 NSWDG to conduct military training on August 22nd from 12:00 p.m. to 6:00 p.m., on August 27th from
 7 5:00 p.m. until 11:00 p.m. and August 28th from 6:00 p.m. until 11:00 p.m. and,
 8
 9 WHEREAS, the value of the use of this building is \$1000 and the City of Saint Paul desires to gift the
 10 use of this building to the NSWDG, and
 11
 12 WHEREAS, the public purpose for this gift is to assist the NSWDG with national homeland security
 13 preparation in an urban setting, and
 14
 15 THEREFORE BE IT RESOLVED, that the City Council approves this gift donation and approves
 16 entering into the license agreement with the NSWDG.
 17

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Toibert			

Requested by Department of: **POLICE**
 By: **Thomas E. Smith, Chief of Police**


Approved by the Office of Financial Services
 By: _____

Approved by City Attorney
 By: _____

Adopted by Council: Date _____
 Adoption Certified by Council Secretary
 By: _____
 Approved by Mayor: Date _____
 By: _____

Approved by Mayor for Submission to Council
 By: _____

LICENSE AGREEMENT FOR THE USE OF DIAMOND PRODUCTS PROPERTY

THIS LICENSE AGREEMENT (this "License") made and entered into as of the 7th day of August, 2012 by and between Commander, Naval Special Warfare Development Group (NSWDG), acting as a representative for the United States Government (the "LICENSEE"), and City of Saint Paul ("LICENSOR").

1. The United States Government desires to use Diamond Products Property, 310 5th Street E., Saint Paul, MN 55101 ("the properties") owned and operated by the LICENSOR for the purpose of conducting military training for personnel attached to NSWDG. LICENSEE agrees that the proposed training will not adversely impact the LICENSOR's operational schedule.
2. LICENSOR agrees to make the properties available for training at no cost to LICENSEE, subject to LICENSOR'S access and safety protocols. LICENSOR grants NSWDG personnel use of the properties for training during such times as may be mutually acceptable for LICENSEE and LICENSOR. The right of access to the properties is conditioned on the parties agreement on particular training dates at least a week in advance of the training.
3. LICENSOR makes no representations that the properties are suitable for the contemplated training. Normal operations permitting, representatives of the LICENSEE will be granted access to the properties at least seventy-two (72) hours prior to the training to inspect and evaluate the suitability and safety of the properties for the proposed training.
4. LICENSOR agrees to use commercially reasonable efforts to ensure that no other person (besides necessary ground personnel and designated LICENSOR personnel) enters the properties without prior permission of the LICENSOR and the LICENSEE or their designated representatives during the training.
5. LICENSOR is informed that the training may include military operations in urban terrain; Simmunition; Internal explosive, mechanical, manual breaching; Flash Bangs; Low altitude helicopter operations to include hover, landing and roof-top fast-rope insertion.
6. The LICENSOR grants consent to the LICENSEE to collect overhead imagery and remote sensing data in support of training activities. This collection will not be utilized to support local, state, or federal law enforcement investigations.
7. LICENSOR agrees to inform LICENSEE in writing of any damage to the properties promptly after it is known to LICENSOR. LICENSEE reserves the right to make repairs, or to pay the Fair Market Value of those repairs to LICENSOR to restore the properties to the condition which existed at the start of the licensed use. The

**LICENSE AGREEMENT FOR THE USE OF DIAMOND PRODUCTS
PROPERTY**

LICENSOR has the right to file a claim with the United States Navy pursuant to the Federal Tort Claims Act (28 U.S.C. §§ 1346(b) 2671-2672, and 2674-2680) (FTCA) or the Military Claims Act (10 U.S.C. § 2733) (MCA).

8. LICENSEE affirms that in the event of a third-party injury allegedly caused by the negligence of the LICENSEE, the third party has the right to file a claim with the United States Navy pursuant to the Federal Tort Claims Act (28 U.S.C. §§ 1346(b) 2671-2672, and 2674-2680).

9. In no case will the United States Government liability exceed that allowable under the FTCA or MCA.

10. LICENSEE will not hold LICENSOR liable for damage or destruction of LICENSEE properties that occurred during the training as a result of LICENSEE's training activities or for injuries to LICENSEE's personnel.

11. LICENSEE agrees that all training at or on the properties will be performed in a lawful, prudent, and safe manner and will not unreasonably interfere with the normal activities of LICENSOR's operations. If LICENSOR notifies LICENSEE that the training interferes with LICENSOR's operations, or LICENSOR otherwise requests that the training cease or be reduced, LICENSEE shall immediately, upon receipt of such notice or request, cease or reduce the training or remove personnel and equipment as appropriate to comply with LICENSOR's notice or request. If the actual training will vary materially from the details specified, the LICENSEE will promptly notify LICENSOR of such anticipated variances and obtain LICENSOR's concurrence with the material variances prior to engaging in these activities.

12. This License is revocable by either party, at any time, with reasonable attempts made to inform the other party before preparations for the next training evolution have begun. Otherwise this License will remain in force and effect from day 22 August 2012 to 29 August 2012.

FOR COMMANDER, NAVAL
SPECIAL WARFARE DEVELOPMENT
GROUP

Carlos E. Sandoval
NSWDG Urban Training Coordinator

For the City:

Director, Office of Financial Services

**LICENSE AGREEMENT FOR THE USE OF DIAMOND PRODUCTS
PROPERTY**

Approved as to form:

City Attorney

Mayor

Department