Council File	#
Green Sheet	#

RESOLUTION CITY OF SAINT PAUL, MINNESOTA

	Presented by
1	WHEREAS, the City of Saint Paul Police Department (SPPD) wishes to enter into a Lease for the Use of
2	Camp Ripley Grounds and Facilities and including meals with the State of Minnesota which includes an
3	indemnification clause; and
4	
5	THEREFORE BE IT RESOLVED, that the council approves entering into this agreement and authorizes
	Chief Thomas Smith to implement the attached lease which includes an indemnification clause.
7	^

Requested by Department of: POLICE

By: Thomas E. Smith, Chief of Police

L E A S E FOR THE USE OF CAMP RIPLEY GROUNDS AND FACILITIES

This lease to use Camp Ripley Grounds and facilities is issued on Thursday, April 23, 2015 by the Garrison Commander to St. Paul Police Department hereafter called the **LESSEE**. This lease, to be used on, 9/27/2015 through 9/29/2015 is issued for the following purpose and limited to the following activities:

-			
No.			
POC Bill Beaude	tte		
4/23/2015			
Lessee's Address:	St. Paul Police Department	Telephone:	(651) 755-7103
	Bill Beaudette		
	367 Grove St		
	St. Paul, MN 55101		
This lease is issued	d subject to the following conditi	ons:	

1. The Lessee agrees to pay the following fees:

FEE FOR	AMOUNT
T-Building 10-146 x 3 nights	\$825.00
B-1, B-2 x 3 days	\$240.00
North Range (targets on BOB) x 3 days	\$330.00
10% Administrative/User Fee	\$155.00
1	\$0.00
	\$0.00
TOTAL	\$1550.00

Fees are payable to: <u>CAMP RIPLEY MESS FUND</u>

- 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 Camp Ripley 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. The lease shall indemnify and hold harmless the State of Minnesota from any and all claims, damages, expenses and liabilities arising out of its use of Camp Ripley's grounds and facilities.
- 3. **Permits and Licenses.** The lessee shall obtain all permits and licenses required for its activities at Camp Ripley. The State of Minnesota shall not be responsible for the lessee's failure to obtain such permits and licenses 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.
- 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 Camp Ripley pursuant to this lease. The lessee shall report immediately any violations of laws, ordinances, rules or regulations, including the Camp Ripley Regulations, to the Camp Ripley Security Force at the Main Gate or Building 2-99, Ext. 7339.
- 7. Liability for Damage to Camp Ripley. The lessee shall at all times exercise due diligence in the protection of Camp Ripley 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 Camp Ripley, the lessee shall 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, government 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.

LEASE (CONTINUED)

LEASE NUMBER 15-266

- 9. **Cancellation by Garrison Commander.** This lease may be canceled by the Garrison Commander at any time and for any reason. No claim for damages to the lessee from any such cancellation shall be asserted or maintained against the State of Minnesota.
- 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 Camp Ripley for the period beginning 30 days prior to its anticipated arrival at Camp Ripley. 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 Lessee

Thomas E. Smith, Chief of Police

ATS Form 122

YOUR LOGO HERE

[Your Company Slogan]

INVOICE

AAFES

15012 Hwy 115

Little Falls, Minn. 56345

320-632-7412

jonesran@aafes.com

INVOICE NO. 9/28-30TH 2015

DATE

CUSTOMER ID

TO

SALESPERSON	ЈОВ	PAYMENT TERMS	DUE DATE	
		Due upon receipt		

	DESCRIPTION	UNIT PRICE	LINE TOTAL
AND THE RESIDENCE OF THE PARTY			
48.00	breakfast	9.99	479.52
48.00	lunch field	10.99	527.52
48.00	dinner	14.99	719.52
	29th of Sept		
48.00	breakfast	9.99	479.52
48.00	funch	10.99	527.52
	30th of sept		
48.00	breakfast	9.99	479.52
			\$ 3,213.12

\$ 3,213.12 SALES TAX TOTAL \$ 3,213.12

Make all checks payable to AAFES Snack Bar] **THANK YOU FOR YOUR BUSINESS!**