

PUBLIC SAFETY COMMITTEE

11-0280R

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE DULUTH AIRPORT AUTHORITY (DAA) FOR POLICE TRAINING IN EMERGENCY VEHICLE OPERATIONS ON TAXIWAY BRAVO AT THE DULUTH INTERNATIONAL AIRPORT.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to execute a license agreement, substantially in the form of that on file in the office of the city clerk as Public Document No. _____, with the Duluth airport authority (DAA), to allow police training in emergency vehicle operations on taxiway bravo at the Duluth International Airport.

Approved:



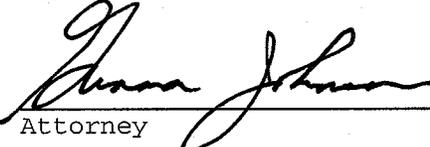
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

DPD/ATTY JC:dma 05/19/2011

STATEMENT OF PURPOSE: This resolution authorizes the city to execute a license agreement with the DAA which allows police training in emergency vehicle operations on Taxiway Bravo at the Duluth International Airport.

LICENSE AGREEMENT
CITY OF DULUTH

1. The City of Duluth through its Police Department (the "City") desires to use property under the control of the Duluth Airport Authority ("DAA") which is commonly referred to as Taxiway Bravo and shown on the attached Exhibit (the "Premises") for the purpose of providing training in emergency vehicle operations, specifically parking, backing and steering exercises. DAA hereby grants the City a non-exclusive License in the Premises solely for the purpose set forth above and term set forth below.
2. The License for the City's use of the Premises is effective Friday, June 10, 2011 and Monday, June 20, 2011 through Wednesday, June 22, 2011. The City takes the Premises in an "as is" condition.
3. As lawful consideration for using the Premises, the City agrees to defend, indemnify, and hold harmless DAA and its officers, agents, servants and employees from and against any and all losses, claims, actions, demands, liabilities, judgments, penalties, injunctive relief, injury to person(s) or the Premises, costs, damages and expenses by reason of any actual or alleged act or omission of the City or the City's employees, agents, students, volunteers or invitees in connection with or relating to the City's use or occupancy of the Premises. Upon ten (10) days' written notice, the City will appear and defend all claims and lawsuits against DAA growing out of any such injuries or damages. Neither DAA nor the City waive their respective immunities under state or federal law.
4. The City hereby represents that it is self-insured with regard to comprehensive liability and property damage claims with a combined single limit of at least \$1,500,000. The DAA shall be considered an additional insured. The City also represents that it is self-insured with regard to Workers' Compensation claims.
5. The City shall not assign its interest under this License Agreement or any part hereof without the prior written consent of DAA's Executive Director.
6. It is agreed that nothing in this License Agreement is intended or should be construed as establishing an employment relationship between the parties or constituting employees of the City as employees of DAA for any purpose.
7. The City represents to DAA that the persons who executed this Agreement on behalf of the City are fully authorized to do so, and that this Agreement when

thus executed by said persons of the City on its behalf will constitute and be the binding obligation and agreement of the City in accordance with the terms and conditions hereof.

8. This Agreement may be executed in counterparts, each of which shall be deemed to be original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

DULUTH AIRPORT AUTHORITY

CITY OF DULUTH

By _____
Its President

By _____
Its Mayor

By _____
Its Secretary

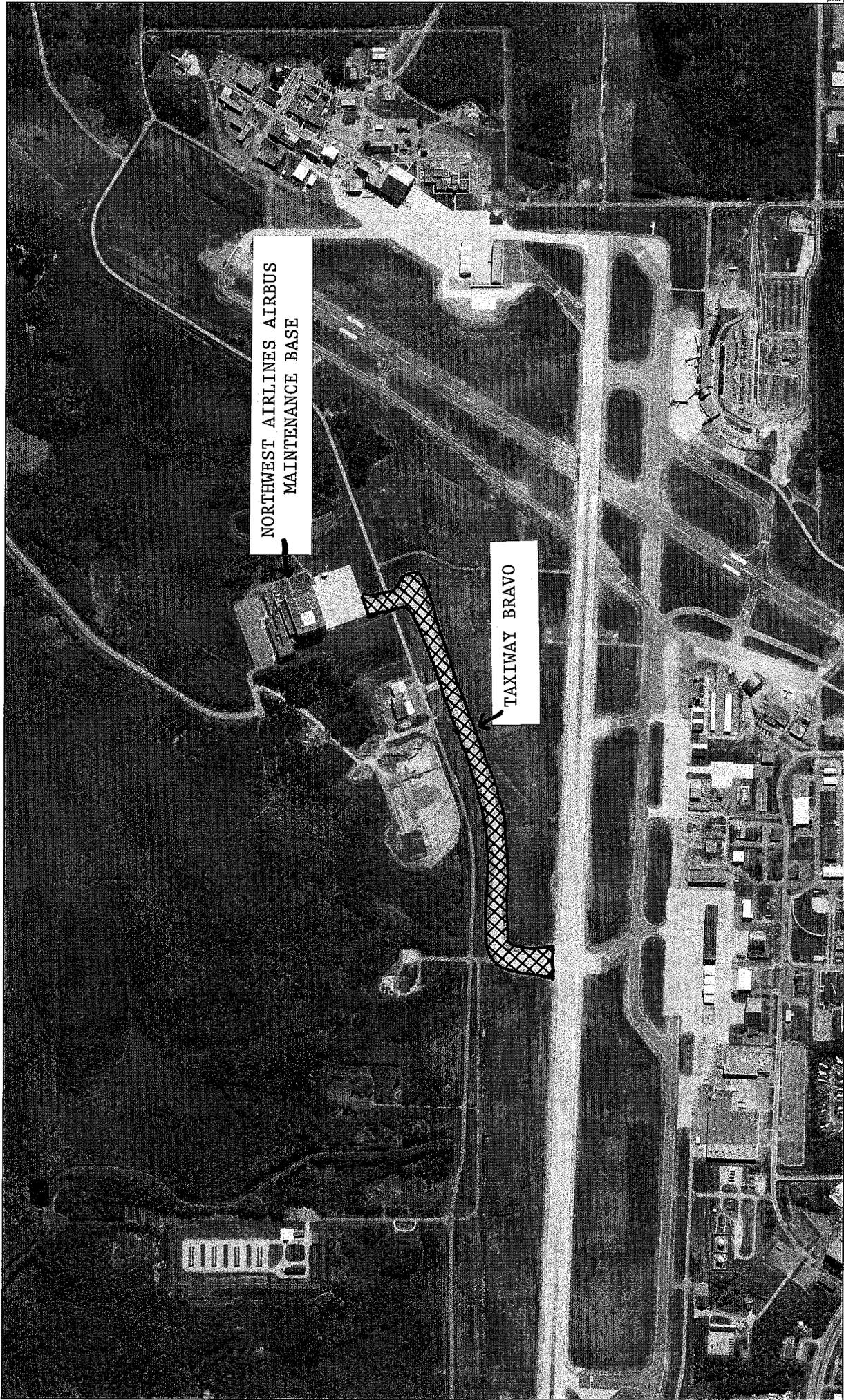
Attest _____
City Clerk

Countersigned:

City Auditor

Approved as to form:

City Attorney



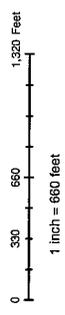
NORTHWEST AIRLINES AIRBUS
MAINTENANCE BASE

TAXIWAY BRAVO



photo date: 2010

Printed: 5/18/2011



Duluth Parcel Mapping



The City of Duluth is not responsible for the accuracy or reliability of the information contained in this map or electronic data. The City of Duluth makes no warranty as to the accuracy or reliability of the information. This drawing is neither a legally recorded map nor a survey and is not intended to be used for legal purposes. The City of Duluth shall not be liable for errors or omissions. For any design or construction with the use of the information contained herein.

EXHIBIT