

RESOLUTION NO. 4305

A RESOLUTION APPROVING A REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY BETWEEN THE CITY OF MILES CITY AND THE U.S. DEPARTMENT OF VETERANS AFFAIRS FOR POLICE DEPARTMENT OFFICES.

WHEREAS, the City wishes to enter into a license agreement with the U.S. Department of Veterans Affairs for the continued use of the Police Department offices;

AND WHEREAS, the license agreement presented by the Department of Veterans Affairs is for an extended term, which will expire April 30, 2022;

NOW THEREFORE BE IT RESOLVED by the City Council of Miles City, Montana, as follows:

It does hereby authorize and approve the Revocable License For Non-Federal Use Of Real Property between the City and the Department of Veterans Affairs, attached hereto as Exhibit "A," and hereby authorizes the Mayor of the City of Miles City to execute such lease agreement, and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 11TH DAY OF FEBRUARY, 2020.



John Hollowell, Mayor

ATTEST:



Lorrie Pearce, City Clerk

GENERAL CONDITIONS
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

- 1. Compliance.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, must be accomplished in a manner satisfactory to the Department of Veterans Affairs (VA).
- 2. Structures.** The licensee shall not place or construct upon, over, or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.
- 3. Laws and Ordinances.** Notwithstanding anything to the contrary, this license and any underlying privilege granted to the licensee, shall at all times be subject to applicable Federal, State, and local laws, codes, and ordinances.
- 4. Sanitary Conditions.** If this license gives possession of United States property, the licensee must at all times keep the premises in a sanitary condition satisfactory to VA.
- 5. Damage.** Except as may be otherwise provided by the Special Conditions, no United States property shall be destroyed, displaced, or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of VA, and the express agreement of the licensee promptly to replace, return, repair, and restore any such property to a condition satisfactory to VA upon demand. Licensee cannot conduct mining operations nor remove any mineral substances from the premises of the Government which are herein licensed to be used.
- 6. Indemnification.** The licensee must indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.
- 7. Storage.** Any United States property which must be removed to permit exercise of the privilege granted by this license must be stored, relocated, or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by VA.
- 8. Operation.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- 9. Notice.** Any property of the licensee installed or located on the property affected by this license must be removed within 30 days of written notice from VA.
- 10. Guarantee Deposit.** Any deposit, which may be required to guarantee compliance with the terms and conditions of this license, must be in the form of a certified check, cashier's check, or postal money order in the amount designated payable to VA.
- 11. Bond.** Any bond required by this license must be in the amount designated, and executed in manner and form and with sureties satisfactory to VA.
- 12. Expense.** Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee.
- 13. Attempted Variations.** There can be no variation or departure from the terms of this license without prior written consent of VA.
- 14. Nondiscrimination.** Any activity, program, or use made of the property by the licensee must be in compliance with the provisions of Federal Acquisition Regulation Part 52.222-26, Equal Opportunity.
- 15. Assignment, Revocation, and Abandonment.** This license is unassignable and is revocable by either party within the time indicated under special conditions. Upon revocation of this license or abandonment by the licensee, at the election of the Government, the licensee must restore the property to substantially the same conditions as those existing at the time of entry.

16. Consideration: Licensee shall pay to the Licensor a license fee. The annual fee shall be in the amount of Thirty Seven Thousand Three Hundred Ninety dollars (\$37,390.00), paid on a monthly basis on the first day of each month at Three Thousand One Hundred Fifteen dollars and eighty three cents (\$3,115.83) for the use of the Licensor's office space as the City's law enforcement facility and jail. The license fee includes Licensee's share of monthly prorated utilities costs. All proceeds from this License shall be made payable to the U.S. Treasury and forwarded to the agent cashier (04), Montana VA Medical Care Center 3687 Veterans Drive, Ft Harrison, MT. 59636. **License Number [001-20-001L] should be reflected on any payments to assist with VA's accounting records.**

17. Liability Insurance: Licensee must pay all premiums and cost associated with a One Million dollar (\$1,000,000.00) liability policy that lists the U.S. Department of Veterans Affairs as a "additionally named insured". Liability policy must remain in force at all times during the licensing period.

18. Compensation: Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees for bona fide established commercial or selling agencies maintained by Lessee for the purpose of securing business.

19 Termination: Either Party has the right to terminate this License after providing a 60 calendar day written notice via Certified U.S. Mail.

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REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO:
001-20-0061

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE Miles City, Montana Police Department		4. NAME AND ADDRESS OF INSTALLATION Montana VA Health Care Center 3687 Veterans Drive Fort Harrison, Montana 59636	
3a. MAILING ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code) 210 South Winchester Avenue Miles City, Montana 59301		5. PERIOD COVERED FROM (Month, day, year) TO (Month, day, year) 05/01/2020 04/30/2022	
3b. PHYSICAL ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code) 210 South Winchester Avenue Miles City, Montana 59301			

6. CONSIDERATION
Thirty Seven Thousand, Three Hundred and Ninety Dollars annually (\$37,390.00); paid monthly at three thousand one hundred fifteen dollars and eighty three cents (\$3,115.83). Continued on page three (3).

7A. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit(s) attached hereto and made a part hereof) License of 3,919 square feet of office and garage space. Locations include Building One, room numbers 139, 139A, 140, 140A, 141, 142, 142A, 143, 144, 145, 146, 147, 232, 233, 233A and surrounding corridor space. Designated parking locations include Building 13 (garage) and 6 designated parking spaces in right front parking lot.	7B. EXHIBIT(S) ATTACHED
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8. PURPOSE OF LICENSE
To provide space for the functions of the Miles City Montana Police Department.

By the acceptance of this license, the licensee agrees to abide by and be bound by the general and special conditions indicated hereon and attached hereto.

9. SPECIAL CONDITIONS
See pages 2 and 3.

VETERANS AFFAIRS LICENSOR	LICENSEE
DATE OF LICENSE (Month, day, year)	DATE ACCEPTED (Month, day, year) 3/10/2020
SIGNATURE(S) OF LICENSOR (Sign in ink) Scott P. MacRae 1740501 <small>Digitally signed by Scott P. MacRae 1740501 Date: 2020.03.26 15:51:58 -0400</small>	TYPED NAME OF SIGNATORY John Hollowell
ADDRESS OF LICENSOR Scott MacRae Acting Associate Executive Director Office of Real Property U.S. Department of Veterans Affairs 425 I Street Washington, DC 20001	SIGNATURE(S) OF SIGNATORY (Sign in ink) TITLE OF SIGNATORY Mayor of Miles City, Montana TELEPHONE NO. OF LICENSEE (Including Area Code) 406-874-8603

If licensee is a corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I, _____, certify that I am the _____
Secretary of the corporation named as licensee herein; that _____
who signed said license on behalf of the licensee was then _____
of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and
is within the scope of its corporate powers.

(CORPORATE)
(SEAL)

(Signature) (Sign in ink)