



## Legislation Text

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**File #:** 16-0661R, **Version:** 1

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RESOLUTION AUTHORIZING A THIRTEEN-MONTH LICENSE AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF MINNESOTA FOR USE OF SPACE ON PARK POINT FOR THE INSTALLATION AND MAINTENANCE OF A CAMERA AND RELATED EQUIPMENT TO MONITOR RIP CURRENTS.

### CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to execute a thirteen-month license agreement, substantially the same as the agreement attached as Exhibit 1, with Regents of the University of Minnesota, through the Sea Grant Program on the Duluth campus, for the use of space on Park Point near South Lake Avenue and 22nd Street for the purpose of installation and maintenance of a camera, computer, and related equipment to monitor rip currents.

STATEMENT OF PURPOSE: This resolution authorizes a thirteen-month license agreement with Regents of the University of Minnesota, through the Sea Grant Program on the Duluth campus ("UMD"), for the use of space on Park Point near South Lake Avenue and 22nd Street for the purpose of installation and maintenance of a camera, computer, and related equipment to monitor rip currents.

Since October 2015 and under a separate license agreement, which has now expired, UMD has used city-owned property to house a camera that collects data used to predict rip currents on Park Point. The City owns a building on South Lake Avenue and 22nd Street on Park Point that UMD attaches the camera to. UMD also installed and maintains a computer inside of the building to gain remote access to the data collected by the computer, which data will be used to develop a model for rip current information. The model will enable rip current data to be accessed in "real time," which will improve public awareness and safety regarding rip current conditions.

UMD shall use the City's building at no cost. The consideration for the use of space shall instead be the public benefit provided by the collection and analysis of the rip current data. Under the terms of the lease agreement, UMD is responsible for all costs associated with the camera, computer, and internet service needed to access the equipment. UMD is not authorized to connect to or in any manner gain access to the City's internal computer system(s), network, or infrastructure or to access City data. UMD agrees to continue to share with the City the data gathered by UMD under this agreement.