City of Benson
City Council Communication

Regular Meeting **April 8, 2013**

To: Mayor and Council Agenda Item # 3

From: Glenn H. Nichols, City Manager

Subject:

License Agreement between the Friends of the Benson Library and the City of Benson for the use of Property located at 197 E. 7th Street, Benson, Arizona

Discussion:

The Friends of the Library is a 501(c) 3 group that supports the Benson Public Library. They hold book sales and other activities that provide funds to the Library. They purchased the property to the rear of the library and donated it to the City for further library expansion. They would like to use the property on 7th Street for their activities. The library continues to grow and needs the additional room in the section used by the Friends of the Library for expanded programs. The Friends of the Library would move to the 7th Street address.

Note: The utility bills for the 197 E. 7th Street facility are paid by the City. We pay the utility bills for the Benson Food Bank which would include the Friends of the Library use, as the Building is on one meter and the fact that the Friends of the Library are a non-profit, giving all funds they collect to the Benson Library.

Attached is a License agreement for the Friends of the Library to use the 197 E. 7th Street facility.

Staff Recommendation:

Approval of the License Agreement between the Friends of the Benson Library and the City of Benson for the use of Property located at 197 E. 7th Street, Benson, Arizona

License Agreement
City of Benson, Arizona
For Use of Property at
197 E. 7th Street, Benson, Arizona

This LICENSE AGREEMENT is entered into by and between the parties, City of Benson, a municipal corporation, (hereinafter called "LICENSOR") and the Friends of the Benson Library, Inc., a 501(c)(3) non-profit Arizona corporation (hereinafter called "LICENSEE"), effective as of the date indicated below.

Witnesseth

WHEREAS, Licensor is the owner of a certain property located at 197 E. 7th Street, Benson, Arizona; and

WHEREAS, the property facing 7th Street is vacant and available for use; and

WHEREAS, Licensee has inquired about the Friends of the Library using this property for books and other property to be stored, sorted, and offered for sale at the Friends of the Library book events; and

WHEREAS, the City of Benson City Council desires to assist and support the activities of the Friends of the Benson Library that support the Benson Library.

Purpose

The purpose of this agreement is to set forth terms and conditions for Licensee's use of the property located at 197 E. 7th Street, Benson, AZ.

Now, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the parties agree as follows:

Licensor does hereby grant a permit to Licensee to use the property located at 197 E. 7th Street subject to the conditions hereinafter contained to store, sort and offer for sale books and other property at the Friends of the Library events.

This LICENSE is subject to the following terms and conditions:

1. Licensee shall not create any change to the aforementioned property without approval in advance from the City Manager.

2. The Licensee shall only be permitted to use the aforesaid property for the stated purpose.

3. The licensee shall run for a period of 365 days (July 1, 2013-June 30, 2014).

4. Except pursuant to Paragraph 3 above, Licensor shall provide 90 days prior notice to Licensee that this License is to be terminated.

5. All notices, demands and communications provided for herein or made hereunder shall be delivered in person with an e-mail follow-up:

For City: Glenn H. Nichols
City Manager
720-6324
ghnichols@cityofbenson.com

For Friends of the Benson Library:
Kathleen Bushman, President
Margery Bidegain, Treasurer
Friends of the Library
P.O. Box 1702
Benson, AZ 85602

Each notice shall be deemed to have given or made when delivered and followed with an e-mail.

6. That nothing herein contained shall not be construed as granting title to or interest in the property belonging to the Licensor, or as vesting in the Licensee any additional right.

7. That the Licensee assumes the responsibility and all liability for any injury to any person or damage to any property arising out of the exercise of this License.

8. The Licensee shall indemnify, defend and hold harmless the Licensor, its officials, departments, employee and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature arising out of this agreement which are attributed to any act or omission of the Licensee, its agents, employees, or anyone acting under its direction, control, or on its behalf.

9. The Licensee will abide by all applicable local regulations.

10. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this agreement and any disputes hereunder.

IN WITNESS WHEREOF, the parties have signed on the date indicated below:

LICENSOR
CITY OF BENSON

By _____ Date_____
Glenn H. Nichols, Manager

LICENSEE
FRIENDS OF THE BENSON LIBRARY, INC.

By _____ Date_____
Kathleen Bushman, President

By_____ Date_____
Margery Bidegain, Treasurer