City of Benson
City Council Communication

Regular Meeting **August 10, 2015**

To: Mayor and Council Agenda Item # 2

From: Peggy Scott, Library Director

Subject:

Discussion and possible action regarding the License Agreement between the Friends of the Benson Library and the City of Benson, Arizona, 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. They support the Benson Public Library and provide direct benefit back to the City. They hold book sales and other activities to provide funding to the library as well as material purchases and other benefits. For example, they purchased the property to the rear of the library and donated the property to the City for further library expansion. Currently they operate out of the property on 7th Street which supports their book sales and other activities.

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 Friends of the Library are a non-profit, giving all funds they collect to the Benson Library.

Staff Recommendation:

Council pleasure

Friends
of the BENSON
LIBRARY

197 E. 7th St., P.O. Box 1702, Benson, AZ 85602, Phone:520-686-0286, Email: bensonfriends@gmail.com

July 22, 2015

Bill Stephens, City Manager
120 W. 6th Street
PO Box 2223
Benson, AZ 85602

Dear Mr. Stephens:

The Friends of the Benson Library (FOL) is interested in continuing the license agreement we have had with the City of Benson for the property located at 197 E. 7th Street. A fact sheet is attached to this letter detailing our contributions to the Benson Public Library and the community in the past year which you may find helpful in determining whether to renew this license agreement with the FOL beyond the period which ended on June 30, 2015.

If I can provide you with any further information needed to further our request, please contact me by email or telephone at your convenience. Thank you very much for your attention to this matter.

Sincerely,

Kathleen Bushman

Kathleen Bushman, President
Friends of the Benson Library
197 E. 7th Street
PO Box 1702
Benson, AZ 85602
Office: 520-686-0286
Cell: 540-226-1249
Email: bensonfriends@gmail.com

Board of Directors: President: Kathleen Bushman, Vice President: Cassie Paine, Secretary: Lori Mitchell
Treasurer: Joan Tavares, Membership Chairman: Janet Hearn, Board Member: Judy Kopp, Board Member: Dee Radle

Friends of the Benson Library Fact Sheet

Mission Statement: Friends of the Benson Library (FOL) is a volunteer, (501)(c)(3) nonprofit, community organization that helps support the Benson Public Library; educational programs; and scholarships for local students.

The FOL was formed when the Library moved to its current location at 300 S.Huachuca St. Its primary purpose was as a repository for funds donated through memorial bequests and donations designated specifically for the Library. Because of our designation as a nonprofit organization and our reputation for a strong commitment to the ongoing improvement of the Library, we received two sizable grants this year that made the following contributions to the Library possible:

Summer Reading Program for Children	$ 46.41
Literature Display Units	$ 708.06
Furniture for Children's Area and Furniture for Adult Seating	$3658.00
Computer and Educational Software for Children's Area	$3470.90

In addition, contributions made to the community include:

Scholarships to Local Students for Education beyond High School(increased to 3 scholarships this year from 2 given each year in past)	$3,000
Donation of Books to the Benson Middle School Book Club	$ 336.00

The FOL currently has 70+ members, with about 25% of those members serving actively this year to provide assistance to the Library with book mending, inventorying of Library books, and Summer Reading Program for children. In addition, many of our volunteers work regularly in the book store, which is open an average of 100 hours a month. We provide books for both children and adults in the Benson area at a very low cost. We feel that everyone in the community, regardless of economic status, should be able to own books of their own.

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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, 2015-June 30, 2016).

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: William D. Stephens
City Manager
720-6324
wstephens@cityofbenson.com

For Friends of the Benson Library:
Kathleen Bushman, President
Joan Tavares, 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. Licensee, at its own cost and expense, shall maintain and keep in force, commercial general liability and property damage insurance against claims for personal injury or death, or property damage occurring on or about the Premises. Certificates of insurance, providing evidence of such coverage, shall be submitted to Licensor no later than thirty (30) days prior to the first date of Licensee's use of the Premises, as provided herein. Insurance shall be provided by a company licensed to do business in the state of Arizona and acceptable to Licensor. The policy or policies listed above shall provide at least a combined single limit of $1 million per occurrence and, if an aggregate policy, it shall provide a minimum of $2 million. The policies must also include the City of Benson, its officers, City Council, boards, agents and employees as additional insureds for any and all incidents arising out of Licensee's use of Licensor's

property at issue as set forth above. An endorsement reflecting this coverage shall be provided to the City of Benson City Manager. The City Manager or designee reserves the right to cancel this Agreement upon failure of Licensee to provide such verification within the specified period.

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

11. No Third Party Beneficiaries Or Right To Assign. The City and Licensee acknowledge and agree that the terms, provisions, and conditions hereof are for the sole benefit of, and may be enforceable solely by, the Licensor and Licensee. No third party beneficiaries are intended to be created under this License. The Licensee acknowledges and agrees that is has no right to transfer or assign any of its rights as a licensee regarding the property at issue herein to any other person or entity.

12. The laws and regulations of the State of Arizona, including A.R.S. section 38-511, 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_____
William D. Stephens, Manager

LICENSEE
FRIENDS OF THE BENSON LIBRARY, INC.

By Kathleen Bushman Date 7/27/15
Kathleen Bushman, President

By Joan Tavares Date 7/27/15
Joan Tavares, Treasurer