

**CITY OF SHAKOPEE AND SCOTT COUNTY
LICENSE AGREEMENT
FOR LIBRARY SERVICES**

THIS LICENSE AGREEMENT ("License") is made and entered into this _____ day of _____, 2022 by and between the CITY OF SHAKOPEE, a municipal corporation, ("City") and the COUNTY OF SCOTT, a political subdivision of the State of Minnesota ("County").

RECITALS

WHEREAS, City and County entered into an Agreement dated October 25, 1977 related to the building at 235 South Lewis Street owned by the City to be operated by the County as a branch of the Scott County Library system to be known as the Shakopee Community Library; and

WHEREAS, the Agreement was extended by automatic renewal and, in 2000, the City demolished the building and constructed the current building (Building) at 235 South Lewis Street where the County continues to operate the Shakopee Community Library; and

WHEREAS, it is the desire of the parties to enter into this License Agreement to clarify the responsibilities of the parties with respect to the County's use of the Building for a library.

NOW THEREFORE, in consideration of the covenants by and between the parties, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **GRANT OF LICENSE.** The City grants to the County a revocable license allowing the County to use the Building solely and exclusively as a branch of the Scott County Library known as the Shakopee Community Library. No license fee shall be due under this agreement. In consideration for use of the Building, the County must use the Building for the sole and exclusive purpose of operating a branch library providing access to books and other materials, computer and technology services, classes on literacy and areas of general interest, and meeting rooms and study rooms, whose purpose is to provide resources and services in a variety of media to meet the needs of individuals and groups for education, information and personal development including recreation and leisure. Meeting rooms should be used for library-related programming or for groups or individuals for cultural, civic, intellectual, informational and educational purposes. They will not be used by county departments or human service partners for the delivery of human service programs, or medical or dental services. The City retains the rights to use any spaces not being actively used for library services.

2. **TERM.** This License will continue and be binding upon each of the parties and shall terminate upon six (6) months' written notice by either party of the intention to terminate the License.

3. **CITY'S RESPONSIBILITIES.**

- A. Provide the Building with heat, electricity, water, sewer, trash and recycling services;
- B. Furnish custodial or janitorial services necessary to the efficient upkeep of the Building;
- C. Maintain heating, ventilating, and air conditioning equipment, toilet facilities, any

- sprinkling system, and other equipment, machinery or system that is or may be installed in good repair and modify or replace when necessary;
- D. Maintain the Building and surrounding grounds in good and useable condition;
- E. Provide all necessary insurance covering the Building.

4. COUNTY'S RESPONSIBILITIES.

- A. Operate the Building solely and exclusively as a public library delivering traditional library services including responsibility for all management and control.
- B. Provide all necessary books, personnel, furniture, shelving, equipment, audio-visual equipment and supplies deemed necessary by the County.
- C. Provide all necessary insurance concerning the furnishings and materials.

5. SURRENDER OF PREMISES. Upon termination of this License, the County shall, at its expense, remove the County's goods and effects and those of all persons under the County's control and quit and deliver up the Licensed Premises to the City peaceably and quietly in good order and condition.

6. RELATIONSHIP OF THE PARTIES. This License does not create or establish the relationship of joint venturers or co-partners between the parties, nor does it designate either party as the agent, representative or employee of the other party for any purpose or in any manner whatsoever.

7. ASSIGNMENT OR TRANSFER. The County may not assign or transfer any of its rights, interests or obligations under this License.

8. DEFAULT. The County may be deemed to be in default if it fails to perform any of its obligations of this License. Before finding the County in default, the City must give the County written notice of any default and 30 days to cure the default. If the County defaults, the City may exercise any of the following remedies at law or in equity:

- A. The City may immediately terminate this License and be entitled to recover damages, which may include (i) the cost of recovering the Licensed Premises; and (ii) any other sum of money as may be determined fair and equitable under the circumstances by the court having jurisdiction over the matter, including reasonable attorney's fees.
- B. If a default can be cured by the expenditure of money, the City may cure the default, charge the reasonable cost to cure to the County and the County shall pay the same within thirty (30) days of written demand, together with interest thereon at the maximum rate allowed by law. Thereafter, the County shall have no further obligation to cure the default.

9. INDEMNIFICATION. Each party agrees to defend, indemnify, and hold harmless the other party, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the that party, a contractor, a subcontractor, anyone directly or indirectly employed by them, and/or anyone

for whose acts and/or omissions they may be liable in the use of License, and against all loss by reason of the failure.

10. MISCELLANEOUS

- A. The City and County agree to comply with all state, federal, and municipal statutes, laws, ordinances and regulations and such reasonable rules and regulations as adopted by the City for the Building.
- B. This License shall be binding upon and inure to the benefit of the parties and their respective successors, and assigns. This License is not a deed or a lease and nothing in this License will be deemed to create a property interest other than as expressed in this License.
- C. If any term or provision of this License, with the exception of those terms or provisions that pertain to the quiet enjoyment and occupancy of the premises by County for library purposes, is deemed invalid or unenforceable by any recognized tribunal, including a certified mediator, arbitrator, or court of competent jurisdiction, the remainder of this License shall be valid and enforceable to the extent permitted by law.
- D. This License shall be governed by and construed in accordance with the laws of the State of Minnesota.

CITY OF SHAKOPEE. Licensors

COUNTY OF SCOTT, Licensee

William P. Mars
Mayor

Its

William H. Reynolds
City Administrator

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