



STAFF REPORT

DATE: January 16, 2018
CONSENT #8

AGENDA ITEM: Community Room Use Agreement
SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

The City and County approved resolutions and an agreement in May and June of 2017 to transfer the Lake Elmo Library to Washington County January 1, 2018. One of the conditions of that agreement was that the County allow the City to use the community room space in the library building on the Library Property for use by community groups free of charge so long as it does not interfere with the County's library programs and is consistent with the Washington County Library Board policies on use of meeting rooms. The County and the City shall enter into a separate agreement governing the City's use of the community room space.

ISSUE BEFORE COUNCIL:

Should the City Council approve the Community Room Use Agreement?

PROPOSAL:

Included in your packet is a Community Room Use Agreement for the Lake Elmo Public Library that was drafted by the City Attorney.

Terms and Conditions include:

- No alcohol may not be served in the Community Room. Food and non-alcoholic beverages may be brought in, but must remain inside the Community Room.
- Amplification equipment and sound levels are subject to the approval of County library personnel.
- Prior to vacating the Community Room, the user must clean all spaces used, consolidate trash into trash receptacles, remove trash from the floor, wipe up spills from any surface, remove any decorations, and remove food and beverages and any other items that were brought into the Community Room.
- No open flames are permitted.

Community groups interested in reserving the room, will contact the library directly if they want to reserve it during normal library hours. If they want to reserve it after hours, they should contact City offices. They will be asked to provide the date and time of meeting, estimated number of people attending, organization's name, purpose of the meeting, and contact name and phone number. There is no charge for use of the room. Reservations will be on a first come, first serve and cannot be used for commercial purposes.

If the room is damaged, the group using the room will be responsible to pay for the repair. The City will list the County as an additional insured.

RECOMMENDATION:

If removed from the consent agenda:

“Move to approve the Community Room Use Agreement for the Lake Elmo Public Library.”

ATTACHMENTS:

- Community Room Use Agreement for the Lake Elmo Public Library

COMMUNITY ROOM USE AGREEMENT FOR THE LAKE ELMO PUBLIC LIBRARY

This Community Room Use Agreement (this "Agreement") is made and entered into this ____ day of _____, 2018, by and between the City of Lake Elmo, a Minnesota municipal corporation (the "CITY") and Washington County, a Minnesota political subdivision (the "County"); and

WITNESSETH:

WHEREAS, on June 20, 2017, the City and the County entered into a Library Agreement (the "Library Agreement") that transferred the City's Lake Elmo Public Library property (the "Library Property") to the County; and

WHEREAS, the Library Agreement provided that throughout the term of the Library Agreement, the County would allow the community room space (the "Community Room") in the library building on the Library Property to be used by the City and community groups free of charge; and

WHEREAS, the Library Agreement further provided that the City and community groups' use of the Community Room must not interfere with the County's library programs and must be consistent with Washington County Library Board policies on the use of meeting rooms; and

WHEREAS, the parties agreed that they would enter into a separate agreement governing the City and community groups' use of the Community Room; and

NOW, THEREFORE, it is hereby agreed by and between the City and the County as follows:

1. License to the City for the Use of the Community Room. The County agrees to grant the City and community groups a non-exclusive license, in common with the County, to use and occupy the Community Room.
2. Terms and Conditions for Use of the Community Room. Alcohol may not be served in the Community Room. Food and non-alcoholic beverages may be brought in, but must remain inside the Community Room. Amplification equipment and sound levels are subject to the approval of County library personnel. Prior to vacating the Community Room, the user must clean all spaces used, consolidate trash into trash receptacles, remove trash from the floor, wipe up spills from any surface, remove any decorations, and remove food and beverages and any other items that were brought into the Community Room. No open flames are permitted.
3. Scheduling of the Community Room. All requests from the City and community groups to use the Community Room should be made to County library staff at the Lake Elmo Public Library during normal library hours. The City agrees to take requests from community groups to use the Community Room that are made outside of normal library hours.
4. Consideration for Use of the Community Room. The County agrees to allow the City and community groups to schedule use of the Community Room at no cost to the City or the

community group and on a priority basis except as otherwise provided in this Agreement.

5. Maintenance of the Community Room. The County shall be responsible for keeping and maintaining the Community Room in good order and repair and in a clean, safe, and usable condition.
6. Facility Damage. If the Community Room is damaged by the willful or negligent conduct of the party using the facility, that party shall be responsible for payment to repair such damage.
7. Community Room Use. When the City or community groups are using the Community Room pursuant to the terms of this Agreement, they will be required to comply with the policies for the use of meeting rooms as established by the County and its Library Board.

The City and community groups using the Community Room shall make reasonable efforts to limit those activities taking place in the Community Room subject to this Agreement to those which the facility was designed and which will not be destructive to the facility or the equipment of the County, or otherwise carry an unreasonable risk of injury or harm to the participants of the activities.

The personal property of the County situated on or within the Community Room shall at all times for purposes of this Agreement remain the property and responsibility of the County.

The County shall not be liable for any damages, interruption, or loss of business due to the Community Room being rendered unavailable.

8. Facility Supervision. The City and community groups understand that they will be responsible for the control and supervision of all participants at their events to be held in the Community Room.
9. Indemnification. Groups conducting activities in the Community Room shall conduct these activities so as not to endanger any person. The City shall indemnify, defend, save and hold harmless the County and all of its officials, agents, contractors, employees, and invitees against any and all claims, demands, and actions and all related costs and expenses (including reasonable attorneys' fees), including, but not limited to, claims for injury, death, disability, or illness of any person or damage to property, arising out of the City's use of the Community Room. The City shall not be responsible for any claim, demand, or action arising out of a community group's use of the Community Room. The County may require community groups to agree to indemnify, defend, and hold the County harmless for any and all claims, including, but not limited to, injuries, death, or damage to property arising out of the community group's use of the Community Room. Nothing in this provision is intended to be, nor shall constitute, a waiver of any immunities or defenses that the City might otherwise be entitled to under federal, state, or local law.
10. Insurance. The City shall keep in force, at the expense of the City, and throughout the term of this Agreement, applicable insurance coverage for its use of the Community Room. To the extent permitted by the League of Minnesota Cities Insurance Trust, the City will list the County as an additional insured. The City shall be responsible for damage or loss to its personal property or equipment located within the Community Room.

The County may require community groups to maintain insurance coverage for their use of the Community Room. Community groups will be responsible for damage or loss to their personal property or equipment located within the Community Room.

11. Amendment of Agreement. This Agreement may be amended in writing by mutual agreement of the parties.
12. Term of Agreement. Unless earlier terminated, this Agreement shall be effective upon execution by both parties. This Agreement shall continue in effect for the duration of the term of the Library Agreement.
13. Compliance with Laws. The parties shall at their respective expense, comply with all laws, ordinances, rules, orders, regulations, and other requirements of governmental authorities, now or subsequently pertaining to the use of the Community Room subject to this Agreement.
14. Entire Agreement. This Agreement contains the entire agreement between the parties and no other agreement prior to this agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF LAKE ELMO

By: _____

Mike Pearson

Its: Mayor

By: _____

Kristina Handt

Its: City Administrator

WASHINGTON COUNTY

By: _____

Karla Bigham

Its: Board Chair

By: _____

Molly O'Rourke

Its: County Administrator

Approved as to form:

By: _____

Washington County Attorney