City of Biggs

Agenda Item Staff Report
For the Regular City Council Meeting:
June 11, 2013

TO: Honorable Mayor and Members of the City Council

FROM: City Administrator

SUBJECT: BCAV Request to Utilize Library Basement

Background
Biggs Community Action Volunteers have requested to utilize the basement of the Biggs library for storage as outlined in the attached memo.

As a conceptual idea of how Council may want to approach such an arrangement we drafted the attached "Draft Concept" City Property Use Agreement.

Recommendation:
Review and discuss the request, and direct staff.

_____
Mark Sorensen, City Administrator

CITY OF BIGGS

465 C STREET
P.O. BOX 307
BIGGS, CALIFORNIA 95917
TELEPHONE (530) 868-5493

Request to be included on the City Council Regular Meeting Agenda

Please type or print the following information

Date: 06/06/2013

To: Clerk of the City Council

From: Mary Frith

Address:

Organization: BCAV

Subject:

Attached request to utilize the library basement.

Signature

Regular Meetings are normally on the third Monday of every month at 6:00 p.m. at City Hall.
All requests must be received by 5:00 p.m. ten days in advance.

The Biggs Community Action Volunteers (BCAV) has several projects upcoming.

1. Movies for the community - ongoing
2. Assist the Biggs Library with book sales – ongoing
3. Providing the community a location to store items in good condition that can be given to those in need - ongoing
4. Biggs National Night Out - August 6, 2013
5. Biggs Clean-up Day – October 2013
6. Biggs Christmas Tree Lighting – December 2013

We are asking the city council to approve BCAV the usage of the library basement. As you know, BCAV cleaned the basement, sold the items that were abandoned, purchased and installed new blinds in the basement. We are working with the Biggs Women's Club and the library staff in collecting, sorting and holding continuous book sales which produce funds to purchase new books for the library. We also need a secure storage area for the AV equipment we have purchased to begin showing movies in town.

The community has asked BCAV to provide assistance to those in need in our community. The three recent fires in town demonstrated the need for a facility to be put in place to have clothing and household items available for those in need without immediate funds. BCAV would take responsibility for this operation.

The Biggs Women's Club has also asked for a location to store their archive records. Other service organizations in Biggs may have items that are only used a couple of times a years that they could also store in the basement.

DRAFT CONCEPT

CITY PROPERTY USE AGREEMENT

City of Biggs

This City Property Use Agreement ("Agreement") is made and entered into as _____ (Effective Date) by and between the City of Biggs (City), and the Biggs Community Action Volunteers (User).

SECTION 1. RECITALS.

A. The City owns the parcel of real property located improved with a building commonly known as the Biggs Library.

B. Proposed Use: user desires to use and occupy the basement of the Biggs Library as follows: limited to storage of non-perishable dry goods, clothing and household items.

C. The City desires to permit the User to use the Property for the Proposed Use, and User desires to use the Property for the Proposed Use, in accordance with and pursuant to the terms, conditions, and restrictions of this Agreement.

SECTION 2. USE OF PROPERTY; TERM.

In consideration of the obligation of User to pay the City a use fee in the amount of $1.00 and other good and valuable consideration, subject to the terms and conditions of this Agreement and subject to applicable law, the City hereby permits the User the right to use and occupy the Property for a period of one year from the Effective Date, such term renewed automatically unless cancelled by either party.

SECTION 3. CONDITIONS.

User agrees to use the Property in accordance with the following:

A. As Is. User shall accept the Property in its condition at the time of use and occupancy of the Property pursuant to this Agreement, AS-IS, and subject to applicable requirements of law. User acknowledges and agrees that (1) the City has made no representation or warranty as to the suitability of the Property for the User's Proposed Use of the Property, or any personal property or equipment therein, and (2) the City shall not be liable for, or responsible for the repair of, any defects on or within the Property. User waives any implied warranty that the Property is suitable for User's intended purposes.

B. Permitted Activities and Uses; Compliance with Laws.

1. User shall use and occupy the Property solely as set forth in section 1(B) above.

2. User shall not do or permit anything to be done upon the Property which in any way may create a nuisance, or injure the reputation of the Property or the City.

3. User's use and occupancy of the Property shall at all times comply with all applicable federal, state and City codes, ordinances, statutes, and regulations.

C. Control and access: Control and access of the Property shall be limited to the persons listed in the attachment. User shall update this list as necessary.

C. Alterations. User shall not make any decorative or structural changes or interior or exterior modifications to, nor install or alter any sign located on, any portion of the Property.

D. Maintenance; Clean Up and Repair. During the Term, User shall keep, or cause to be kept, all areas of the Property in a neat and safe condition.

E. Supervision. User shall be solely responsible for supervising and monitoring the use and occupancy of the Property pursuant to this Agreement by User and its agents, employees, contractors, invitees, guests, and participants. User acknowledges and agrees that the City and its employees, officers, members, officials, agents, attorneys, and representatives shall have no responsibilities, duties, or obligations whatsoever to supervise or monitor the Property or any person permitted by User to use or occupy the Property during the Term of this Agreement.

F. Indemnification. User shall, indemnify the City, and its respective officers, members, officials, employees, agents, attorneys, and representatives against, and hold the City, and its respective officers, members, officials, employees, agents, attorneys, and representatives, harmless from, any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses (including attorneys' fees and administrative expenses), that may be sustained or incurred as a result of or in connection with User's use or occupancy of the Property, or with the performance of, or failure to perform, its obligations under this Agreement, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct of the City, but not including lawsuits, claims, demands, damages, liabilities, losses, and expenses (including attorneys' fees and administrative expenses) sustained or incurred solely as a result of the negligence or willful misconduct of the City. User's obligations required pursuant to this Section 3(F) shall survive the termination of this Agreement.

G. Assumption of Risk. User agrees to assume the full risk of any injuries, including death, and all costs, damages, and losses that User or its members, employees, agents, contractors, officers, representatives, and participants in its programs may sustain while on the Property or participating in any program sponsored by User, or as a result of the condition, maintenance, and use of the Property.

H. Waiver of Liability. User shall, and does hereby, waive, release, and relinquish all claims of every kind, known and unknown, present and future, that User may have against the City and its officers, agents, servants, and employees, arising out of, connected with or in any way related to the use of the Property, or as a result of the condition, maintenance, and use of the Property.

I. User Independent from City. User states that it, and all of its members, are independent of and from the City and will not be working on, for or on behalf of the City in any capacity.

J. City Not Responsible for Loss or Damage to User Property. The City is not responsible for damage or loss to any property of the User or stored by or on behalf of the User.

Dated: _____ _____
User

Dated: _____ _____
City of Biggs