

(24)

AD HOC COMMITTEE—DANBURY INNOVATION CENTER LICENSE AGREEMENT  
20-MAR-2014

Chairman Levy called the Committee meeting to order at 7:00 pm.

**COMMITTEE MEMBERS PRESENT:** Chairman Warren Levy, Irving Fox, and Fred Visconti.

**COMMITTEE MEMBERS ABSENT:** None

**ALSO PRESENT:** Laszlo Pinter, Deputy Corporation Counsel; Richard Palanzo, Director of Public Buildings; Dennis Daugherty and Charlotte Sillie representing SCORE; and Ned Moore; Chairman, Library Board of Directors.

After making introductions, Chairman Levy stated that the purpose of the committee was to review and evaluate the License Agreement between the City of Danbury and Western Connecticut SCORE for use of the Innovation Center located at the Danbury Public Library.

Chairman Levy asked Mr. Pinter to review the agreement for those present. Mr. Pinter stated that agreement was between the City of Danbury, and Western Connecticut SCORE. He noted that it is a license agreement and not a lease. The agreement identified the space to be used and the types of activities to be conducted in the space. Additionally, it is non-assignable and revocable with a 90 day notice. Finally, upon termination the premises are to be returned to their original condition.

Chairman Levy asked Mr. Palanzo to give his input. Mr. Palanzo stated that the City of Danbury and SCORE have a long history of support and at the Mayor's direction he found space for them in the new innovations center. They currently have space in City Hall. Moving to the Innovation Center will give them expanded hours and provide for additional opportunities. This agreement formalizes the relationship within the new space.

A discussion about the SCORE organization and the synergy of working in the Innovation Center ensued.

Councilman Fox asked for clarification regarding the relationship between SCORE and Hacker Space, Inc. which will be operating the Innovations Center and if the two agreements were related. Mr. Pinter stated that there are similar clauses. However, they each have their own space and a separate relationship with the city.

Councilman Visconti asked if there were any conflicts or issues of insurance. A discussion regarding the insurance took place. Mr. Pinter stated that each licensee carries its own policy with the City named as additional insured. He did not anticipate any issues or conflicts, and if there was a claim dispute the Insurance Companies would work together.

Further discussion ensued regarding the space and the relationship with the Library. Mr. Moore asked if the issue of parking had been addressed. Mr. Palanzo stated that all participates of the Innovation Center and SCORE would be parking at alternative locations and would not use the library parking lot. The representatives from SCORE confirmed that

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this was their understanding. Mr. Pinter stated that if onsite parking was intended it would have been part of the agreement.

**Councilman Fox made a motion to recommend to the City Council that the agreement be approved as presented. The motion was seconded by Councilman Visconti. Vote, all in favor, motion unanimously approved.**

There being no further business before the committee, Councilman Visconti moved to adjourn. Councilman Fox seconded the motion. Vote, all in favor, the meeting adjourned at 7:28 pm.

Respectfully Submitted,

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Warren Levy, Committee Chairman

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Irving Fox

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Fred Visconti

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LICENSE AGREEMENT

THIS LICENSE is granted this \_\_\_ day of \_\_\_\_\_ 2014, by the **City of Danbury**, 155 Deer Hill Avenue (hereinafter "City") to **Western CT SCORE** of the City of Danbury, County of Fairfield and State of Connecticut, (hereinafter "Licensee"):

WHEREAS, the Licensee wishes to obtain a license from the City permitting Licensee to use a portion of the first floor of a certain building located at 150-162 Main Street as described on Schedule A attached hereto and incorporated herein (hereinafter "Licensed Premises").

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the parties do hereby agree as follows:

1. The City does hereby grant a non-transferable, revocable license to the Licensee to allow Licensee to use the property described subject to the further provisions hereof.
2. This license shall commence on the day first written above and shall continue, unless sooner terminated in accordance with the terms hereof, and shall continue until terminated as provided for herein, upon payment of an annual license fee of one dollar (\$1.00).
3. *Non-Rent Obligations.* N/A
  - (a). *Utilities and other costs.* The Licensee agrees that it shall be responsible for, and pay, including but not limited to all costs utilities, including water, sewer, electricity, internet, cable, hot water, heat, air conditioning, telephone and alarm security services, pest control and garbage removal, utilized for the premises leased. Such costs shall include use charges as well as any expenses relating to maintenance or repair of facilities necessary to provide the utilities or services as identified.
  - (b). *Cleaning Services.* The Licensee agrees that it shall retain the cleaning service utilized by the City to clean the premises at least 5x per week, with costs thereof paid by Licensee as billed. Any other service for this purpose must be pre-approved by the City.
4. The Licensed Premises is shown on Schedule A.
5. The use of the Licensed Premises shall be for the limited purposes as set forth in Schedule B hereof. Prior to making any improvements, alterations or modifications thereto, or placing any fixtures or personal property upon or above the area of the Licensed Premises, the Licensee shall submit a detailed site plan to the Superintendent of Public Buildings, or his/her designee depicting the nature and location of the proposed improvements, alterations or modifications. All improvements, alterations or modifications shall be made in accordance with the approved plan. Prior to starting the work, the Licensee shall obtain all permits necessary from any state or local agency or department which may be required by law to make such improvements, alterations or modifications. Said modifications are subject to the approval of the Superintendent of Public Buildings.
6. Either the Licensee or the City may terminate this license without obligation or liability of any kind to the other as a result of said termination, upon ninety (90) days' written notice to the non-terminating party. For purposes of the termination provision of this license, the Mayor of the City shall have authority to exercise the City's right of termination on the City's behalf.
7. During the term hereof, Licensee shall take out and maintain such Comprehensive General Liability Insurance as will protect it and the City from claims from damages for personal injury, including action or omissions in the course of the use of this license property, whither such actions or omission are undertaken by the Licensee or by any contractor or subcontractor hired by or on behalf of the Licensee or any anyone directly or indirectly employed by or acting on behalf of any of the foregoing entities. The minimum limits of such insurance shall be as follows:

Bodily Injury Liability and Property Damage Liability      \$2,000,000.00 (combined) each occurrence

Prior to the execution of this license, certificates of such insurance shall be filed with the City for its review. All policies of insurance shall be subject to the approval of the City with regard to the adequacy of the protection they purport to provide. THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED ON EACH SUCH POLICY. Insurance companies providing coverage hereunder shall be licensed by the State of Connecticut or otherwise acceptable to the City. Full disclosure of all exclusions shall be provided with respect to all required coverages.

All policies relating to this license shall be written so that the City shall be notified of cancellation or change at least ten (10) days prior to the effective date of such cancellation or change.

Certificates of insurance shall be filed in triplicate with the City and shall state the limits of liability and the expiration date for each policy and type of coverage. Renewal certificates covering the renewal of all policies expiring during the life of this license shall be filed with the City not less than ten (10) days before the expiration of such policies.

The Licensee agree that in the event that one or more claims are paid under policies containing an aggregate coverage limit, it shall immediately notify the City thereof and at the same time shall either reinstate the limits of said policy or policies or obtain a new policy or policies providing for full coverage in accordance with the limits established herein. Said replacement coverage shall be obtained within twenty-four (24) hours and the City shall be notified thereof within said time.

- 8. The Licensee agree that it shall indemnify and save harmless the City and any of its officers, agents, employees, Boards, Commissions and Representatives who may be named as co-defendants in any claim or suit, on account of any and all claims, damages, losses, judgments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) sustained by or alleged to have been sustained by the officers, employees, agents, Boards, Commissions and Representatives of the City or by any officers, employees, agents of the Licensee, or by any business invitee or patron of the Licensee, or arising out of damage to property real or personal, including the occupancy of the Licensed Premises and/or the sidewalk adjacent to the Licensed Premises, alleged to have been caused in whole or in part by acts or omission of the Licensee or any business invitee of the Licensee or by anyone directly or indirectly employed or working for the Licensee, including volunteers, subcontractors, materialmen, suppliers and agents, in connection with the license or use of the Licensed Premises. The Licensee further undertake to reimburse the City for any damage to its real or personal property occurring in connection with the license or use of the licensed property by the Licensee or by any of its officers, agents or employees or any of its business invitees, unless the damage is caused by the City. The Licensee agrees to immediately restore any damaged property to its original condition to the sole satisfaction and approval of the City. Notwithstanding the foregoing, Licensee's obligation to indemnify City shall be limited to the extent of Licensee's available insurance coverage as required hereunder.
- 9. The Licensee agree to comply with, and conform to all laws of the State of Connecticut, and to the ordinances, rules and regulations of the City and to obtain all necessary permits to make any improvements, alterations or modifications to the Licensed Premises, from any applicable authority, including but not limited to the State of Connecticut, the Department of Health, Housing & Welfare, the Fire Marshal and the Department of Planning and Zoning of the City.
- 10. The Licensee agrees to restore the Licensed Premises to its original condition upon the termination of the license to the sole satisfaction of the City.
- 11. The Licensee agree that no accumulation of boxes, barrels, packages, waste paper, or other articles shall be permitted in or upon the Licensed Premises, and that it shall maintain the Licensed Premises in a neat and orderly condition.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Signed, sealed and delivered  
in the presence of:

**CITY OF DANBURY**

\_\_\_\_\_  
*Witness*

By:

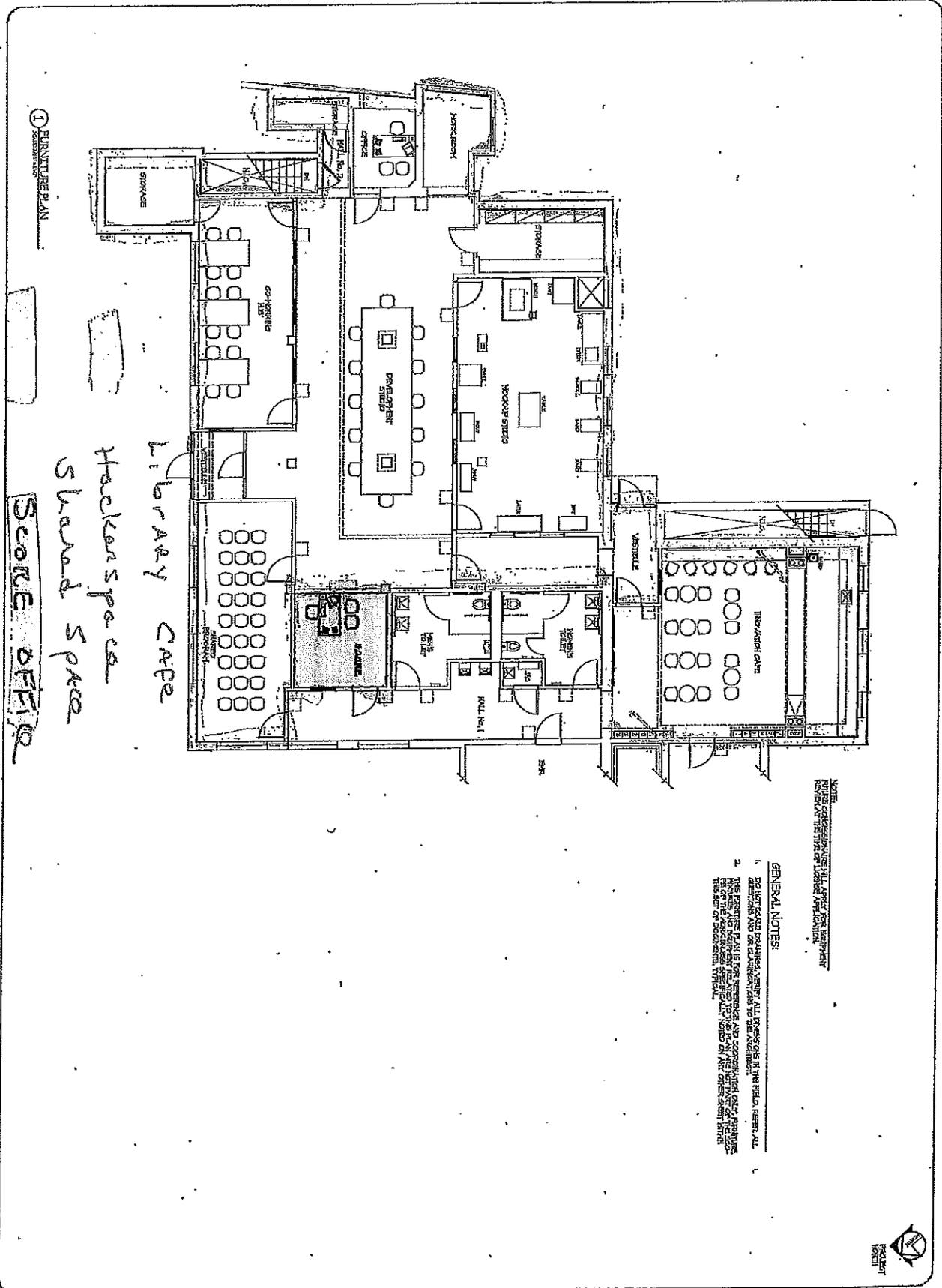
\_\_\_\_\_  
Mark D. Boughton, Mayor

**LICENSEE / Western CT SCORE**

\_\_\_\_\_  
*Witness*

By:

\_\_\_\_\_  
Dennis Daugherty, Chair



NOTES:  
 1. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS AND MAKE NECESSARY ADJUSTMENTS TO THE DESIGN.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.  
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 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

GENERAL NOTES:

1. DO NOT SCALE DIMENSIONS. VERIFY ALL DIMENSIONS IN THE FIELD. REFER ALL QUESTIONS AND OR DISCREPANCIES TO THE ARCHITECT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.



<p><b>Projetur Asociada</b>                  Architects &amp; Planners, LLC                  1000 West 10th Street, Suite 200                  Denver, CO 80202                  Phone: 303.733.1111                  Email: info@projetur.com</p>	<p><b>ASQUINTA ASSOCIATES, LLC</b>                  ARCHITECTURAL ENGINEERS                  1000 West 10th Street, Suite 200                  Denver, CO 80202</p>	<p><b>ENGINEERING DESIGN GROUP, INC.</b>                  CONSULTING ENGINEERS                  1000 West 10th Street, Suite 200                  Denver, CO 80202</p>	<p><b>DO NOT SCALE DIMENSIONS</b>                  VERIFY ALL DIMENSIONS                  AND DISCREPANCIES TO                  THE ARCHITECT</p>	<p><b>CONSTRUCTION</b>  <b>BUDGET</b>                  \$1,000,000</p>	<p><b>DANIELY LIBRARY</b>  <b>INNOVATION CENTER</b>  <b>PROJECT</b>                  1000 WEST STREET                  DENVER, COLORADO</p>	<p><b>FURNITURE PLAN</b>                  &amp; NOTES</p>	<p><b>A-1.3</b></p>	<p>SHEET 9 OF 25</p>
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## SCHEDULE B

### Use of Licensed Premises

The space will be used to carry out normal SCORE activities to include conducting meetings with clients, SCORE members and others; storing and displaying SCORE promotion materials; holding office furniture and supplies consistent with that purpose.