

**INTERNAL CITY AUDIT COMMITTEE MEETING AGENDA
JAY C. COLEMAN CONFERENCE ROOM, CITY HALL
CITY OF PORTERVILLE, CALIFORNIA
WEDNESDAY, NOVEMBER 30, 2022, 4:00 P.M.**

Pursuant to the provisions of Assembly Bill 361, signed into law by Governor Newsom on September 16, 2021, the City of Porterville is allowing for and encouraging electronic participation at Brown Act Body Meetings. Until further notice, Porterville Brown Act Body Meetings will be live streamed on YouTube at

<https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>

Alternatively, this meeting will also be available via Zoom using the following information:

Topic: City of Porterville – Internal City Audit Committee Virtual Meeting

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/85147694157?pwd=ZjE0L1JONC96d1IwQ2NuTWm3MzExUT09>

Or via Telephone: **1-669-900-6833** Webinar ID: **851 4769 4157** Passcode: **103865**

Please direct any questions to the Office of City Clerk at 559-782-7464.

Call to Order

Roll Call

Committee Members: Martha A. Flores, Chair
 Kellie Carrillo, Member
 Maria Bemis, Member
 John Lollis, Member
 Julia Lew, Member
 Rob Taylor, Member

ORAL COMMUNICATIONS

This is the opportunity to address the Audit Committee on any scheduled matter. Unless additional time is authorized by the Committee, all commentary shall be limited to three minutes per individual and no more than fifteen minutes total.

SCHEDULED MATTERS

1. Approval of Draft Minutes of October 26, 2022.
 Re: Consideration of draft Minutes of October 26, 2022.

2. Review of Barn Theater Agreement
 Re: Review of the License Agreement between the City of Porterville and the Barn Theater for use of real property located at 42 S Plano St, Porterville, Ca 93257.

3. Review of the Porterville Kiwanis Club Agreement
 Re: Review of the License Agreement between the City of Porterville and the Porterville Kiwanis Club for use of real property located at 450 N. Newcomb St, Porterville, Ca 93257.

4. Review of Comision Honorifica Mexicana Americana Inc. Agreement
Re: Review of the License Agreement between the City of Porterville and the Comision Honorifica Mexicana Americana Inc., (CHMA) for use of real property located at 466 East Putnam Avenue, Porterville, CA 93257.

OTHER MATTERS

ADJOURNMENT

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the Office of City Clerk at (559) 782-7464. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and/or provision of an appropriate alternative format of the agenda and documents in the agenda packet.

Materials related to an item on this Agenda submitted to the Audit Committee after distribution of the Agenda packet are available for public inspection during normal business hours at the Office of City Clerk, 291 N. Main Street, Porterville, CA 93257, and on the City's website at www.ci.porterville.ca.us.

ITEM 1

**INTERNAL CITY AUDIT COMMITTEE MINUTES
JAY C. COLEMAN CONFERENCE ROOM, CITY HALL
CITY OF PORTERVILLE, CALIFORNIA
WEDNESDAY, OCTOBER 26, 2022, 4:00 P.M.**

Call to Order at 4:06 p.m.

Roll Call: Chair Martha A. Flores,
Member Kellie Carrillo,
Member Maria Bemis,
Member John Lollis,
Member Julia Lew,
Member Rob Taylor

ORAL COMMUNICATIONS

None

SCHEDULED MATTERS

1. Approval of Draft Minutes of September 28, 2022

ACTION: MOVED by Member Rob Taylor, SECONDED by Member John Lollis, that the Committee approve the draft minutes of the Internal City Audit Committee Meeting of September 28, 2022.

AYES: Carrillo, Lew, Lollis, Bemis, Flores, Taylor
NOES: None
ABSTAIN: None
ABSENT: None

Disposition: Approved

2. Review of Barn Theater Agreement

Members of the Committee continued the review of the Barn Theater Agreement located at 42 S. Plano Street, Porterville, CA 93257.

Member Julia Lew stated her office is still waiting for information from Title Company and will update the Committee on it's findings as soon as they are available.

3. Review of the Porterville Kiwanis Club Agreement

Parks and Leisure Services Director Donnie Moore reported on the history of when the agreement last went before the City Council, which was a meeting held on August 18, 2009.

Member Kellie Carrillo recommended in getting information on if there is a Board of Kiwanis Club and getting their contact information.

Mr. Moore stated that it would be good to know if the Kiwanis Club intends to renew its lease agreement with the city, as it would be helpful in the planning phase of the new bike trail, parking area,

and playground in the vicinity of the building.

Members of the Committee agreed on reaching out to the representatives of the Kiwanis Club with regard to their lease agreement and recommend getting new contact information for the Kiwanis Club.

OTHER MATTERS

Items for consideration to bring back to the next audit meeting were the Barn Theater Agreement, Kiwanis Club Agreement and the Comision Honorifica Mexicana American Inc., Agreement.

ADJOURNMENT

The Internal City Audit Committee Meeting adjourned at 4:27 p.m. to the meeting of October 26, 2022.

Fernando Gabriel-Moraga, Deputy City Clerk

ATTEST:

Martha A. Flores, Committee Chair

ITEM 2

REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT, made and entered into the 18th day of April, 2017, by and between the CITY OF PORTERVILLE, a municipal corporation, hereinafter called the Licensor, and the BARN THEATER, a non-profit corporation, hereinafter called the LICENSEE:

WITNESSETH:

WHEREAS, the LICENSOR is the owner of the hereinafter described real Property; and

WHEREAS, the property is deemed suitable, necessary, and proper by the LICENSOR and the LICENSEE for use by the LICENSEE in carrying on and conducting a community enterprise of a non-profit, non-political, and non-religious nature for which the LICENSEE has been incorporated and organized, and is now engaged in, carrying on and conducting as a community enterprise, and for the benefit, enlightenment, amusement, recreation, education and advancement of the Porterville Area, and not for the profit of any individual or enterprise.

NOW, THEREFORE, it is hereby covenanted and agreed between the LICENSOR and the LICENSEE as follows, to wit:

1. The real property herein referred to and covered by the terms of this license is that certain real property situated in the City of Porterville, County of Tulare, State of California, described as follows to wit:

Beginning at the Northwest corner of Northeast Quarter of Section 36, Township 21 South, Range 27 East, MD. B & M., said point being on the East Line of Plano Street in the City of Porterville, County of Tulare, State of California; thence South 3°55' East along the easterly line of said Plano Street 375 feet to the point of beginning of the parcel being described; thence East 170 feet; thence South 7° East 375 feet, more or less, to the Northwesterly line of Park Drive; thence southerly and westerly along said westerly and northerly line of Park Drive 200 feet, more or less, to the easterly line of the said Plano Street; thence northerly along the easterly line of said Plano Street 500 feet, more or less, to the point of beginning.
Excepting therefrom, the westerly 20 feet measured

at right angles to said easterly line of Plano Street,
and also excepting such portions thereof as may be required
for the widening of Park Drive.

2. That the LICENSOR for and in consideration of the promises, covenants, agreements, and stipulations herein contained on the part and behalf of the LICENSEE to be paid, kept and performed, at the time and in the form and manner herein specified, with time being made the essence hereof, hereby grants to the LICENSEE a license to engage, use and employ the described real property together with the appurtenances thereon for the purpose of carrying on and conducting as a community enterprise for the benefit, enlightenment, amusement, recreation, education and advancement of the Porterville Area a theatre group in accordance with the By-laws and Articles of Incorporation of LICENSEE. The LICENSEE shall use and employ the real property together with the improvements thereon exclusively for the usual and customary theatrical activities of the LICENSEE; and no business, retail, or wholesale, activities or enterprises shall be carried on or conducted for profit or be allowed, suffered, or permitted to be carried on at or upon the property during the terms of this license, except as otherwise specified in this Agreement. LICENSEE shall be allowed to grant a sublicense, for a period of not more than two (2) consecutive days to other individuals and organizations for the use of the premises, provided that LICENSEE does this no more than five (5) times per year, and LICENSEE complies with the requirements of this Agreement, including, but not limited to, Paragraphs 5, 16, 17, 18, and 19.
3. The LICENSEE agrees at all times during the term of license to use, the described real property together with improvements thereon, solely and exclusively for activities of the LICENSEE presently authorized by its Articles of Incorporation and By-laws, it being further stipulated that no substantial amendment to the Articles or By-laws of the LICENSEE may be used to amend, extend, or modify the terms and provisions of this license without first obtaining the express written consent of the LICENSOR.
4. The Parties further agree that all of the terms, provisions, stipulations, agreements, and conditions herein contained on the part and behalf of the LICENSEE to be paid, kept, and performed, shall be and the same are hereby expressly declared to be continuing conditions, covenants and agreement by precedent to any right on behalf of the LICENSEE to enjoy or exercise any of the rights or privileges granted by this license.
5. LICENSEE agrees that in the use, employment and enjoyment of this license by the LICENSEE, the LICENSEE shall not suffer, allow, or permit any religious discrimination, political discrimination, race discrimination, or any

other form of illegal discrimination to be engaged in, conducted, carried on, or participated in by the LICENSEE or any agent, employee, or servant of the LICENSEE in carrying on or conducting any of the activities of the LICENSEE with reference to the use, employment and enjoyment of this license.

6. That during the entire term of this license, the LICENSEE shall at all times maintain with the State of California its status as a non-profit corporation.
7. That the term of this license shall commence as of April 18, 2017, for a period of twenty-five (25) years, ending at midnight on April 17, 2042. The parties may agree to extend this Agreement to be reviewed and adjusted for an additional (1) year, with the terms of said Agreement to be reviewed and modified as the parties deem appropriate prior to renewal.
8. The LICENSEE stipulates and agrees that in the occupancy of the real property and the improvements thereon that the LICENSEE shall not suffer, allow or permit any waste to be committed thereto or thereon, nor shall the LICENSEE suffer, allow, or permit any mechanic's lien or other liens to be filed upon the real property or any of the improvements thereon; nor shall the LICENSEE suffer, allow, or permit the building or permanent improvement thereto, other than trade fixtures, to be removed from the real property during the term hereof without permission of the LICENSOR first had and received.
9. The LICENSOR shall have the free right at all times by its authorized agents or representatives of entry upon the property and into, upon, and about the improvements thereon for purposes of inspection and posting of any legal notices thereon.
10. That any and all signs erected or maintained by the LICENSEE upon the property or any of the improvements thereon shall fully comply with and conform to all regulations and standards of the City of Porterville now in force or which may hereafter be in full force and effect.
11. The LICENSEE shall of its own proper cost and expense, and without any cost, charge, or expenses to the LICENSOR, pay and discharge when due and before delinquent all light, electric power, water, gas, telephone, garbage removal, all utilities, and all other occupation charges for the premises and the same shall not be suffered, allowed, or permitted to become a charge or lien upon the real property.
12. It is expressly stipulated and agreed herein that the LICENSOR shall not be called upon, expected to, nor shall the LICENSOR, pay and discharge any costs whatsoever arising from or in any connection with the use and enjoyment of

this license by the LICENSEE or in the use and enjoyment of any of the improvements placed upon the property by the LICENSEE.

13. The LICENSEE shall at all times during the terms of this license keep and maintain all of the buildings, fixtures, and grounds directly adjacent to the building. LICENSEE shall ensure the same is kept in good order and repair, inside and outside, together with all fixtures and appurtenances used and employed in the occupancy/license of the real property and the improvements thereon, including sewer lines, plumbing fixtures, electrical fixtures and all conveniences or necessities used and employed by the LICENSEE in the occupancy of the premises; and the LICENSEE shall at its sole cost and expense from time to time, as the needs may arise therefore, make renewals and replacements thereof in first class modern character and efficiency. LICENSOR shall maintain the turf area, parking lot, and prune trees when necessary.
14. The LICENSEE shall promptly and completely observe, comply with, and conform to all present and future applicable federal, state and local laws, requirements, and standards in the operation and use of the License and the premises, and its programs on this premises. This includes, but is not limited to, State and Federal discrimination and disability laws and regulations. LICENSEE shall, at its own cost and expense, make any and all improvements thereon or alteration thereto, structurally or otherwise, that may be required at any time hereafter by any such present or future law, rule, requirement, order, direction, ordinance, or regulations. Failure to comply is grounds for immediate termination of this License by LICENSOR, and any notice requirements required pursuant to this Agreement shall not apply.
15. LICENSEE must maintain all outdoor consumption of beer, wine and distilled spirits within the outdoor forty by 100 foot fenced in consumption area.
16. LICENSEE shall not make any alterations, improvements, additions or any other structural or building changes without the prior written approval of the LICENSOR.
17. The LICENSEE shall not suffer, allow, or permit any property, properly or legally assessable to the LICENSEE, to be assessed against the LICENSOR or against the real property or for which the LICENSOR shall be liable or responsible to pay, or for the same to become a charge or lien upon the real property. In the event any possessory interest tax is assessed as a result of this Agreement, LICENSEE shall pay and be responsible for the full amount assessed.

18. It is expressly stipulated, covenanted and agreed that this license shall not be assigned, transferred, mortgaged or hypothecated in any manner; nor shall the buildings or improvements or facilities used and employed by the LICENSEE in enjoying this license be sublicensed without the prior written consent of the LICENSOR's *Parks and Leisure Services Director or his Designee*; for each such assignment or sublicensing, it being further stipulated that the consent by the LICENSOR to any one assignment/sublicense shall not be construed as a consent to any further of additional assigning or sublicensing.
19. The LICENSEE covenants and agrees at all times during the term of the license to keep and maintain all buildings, structures, and insurable improvements on or pertinent to the real property fully insured (with LICENSOR named as an additional insured) for the replacement value to insure that the building can be replaced in the event of a fire with comprehensive coverage and in an amount and in such company or companies as may be acceptable to the LICENSOR; and all such policies of insurance shall be delivered to and held by the LICENSOR, except, however, that if the improvements shall have a mortgage thereon, a mortgage loss clause may be attached thereto in favor of such mortgage to the extent of the outstanding balance due on the aforesaid construction loan.
20. The LICENSEE, as a material part of the considerations to be rendered to the LICENSOR for the granting of the license, and to the fullest extent permitted by law, covenants and agrees, to the fullest extent permitted by law, to release, indemnify, defend and hold LICENSOR harmless and free from all liability and claims for damages by reason of any injury to any person or persons, or property of any kind whatsoever, from any cause or causes whatsoever while in, upon, or in any way connected with said licensed premises, or the premises adjacent thereto during the term of license or any extension thereof. It is further stipulated and agreed that the LICENSEE shall save, indemnify, and defend the LICENSOR, all of its officers, agents and employees of and from all claims, demands, actions or causes of actions arising from or in any way connected with the occupation and of the demised premises, *including but not limited to any sublicense or use by other parties*, together with all costs and attorney's fees; that at all times during the term of this license, LICENSEE shall be and is hereby required and it hereby agrees to keep in full force and effect, with the premium fully prepaid thereon Two Million Dollars \$2,000,000.00 for personal injury and property damage (*covering all occupation and use of the premises*) combined single limits with liquor and product liability, and shall file with the LICENSOR the original policies and/or certificate thereof.
21. If the LICENSEE shall fail, neglect, or refuse to pay, do, or perform any of the terms, stipulations, promises, covenants, conditions, or agreements hereof on

its part and behalf to be paid, kept and performed, the LICENSOR may, at its option, but it shall not be obligated to do so, pay or cause the same to be paid, done or performed, and the amount of money expended by the LICENSOR in so doing, or incurred by the LICENSOR in so doing, shall become a debt immediately due from the LICENSEE to LICENSOR, and shall constitute a material breach hereof entitling LICENSOR to immediate termination hereof pursuant to paragraph 21 below.

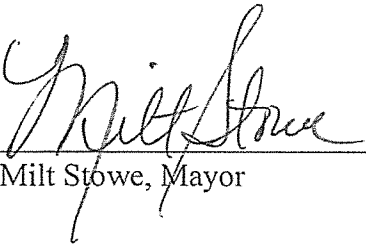
22. If the LICENSEE shall fail, neglect or refuse to pay, for a period of (30) days after notice, do or perform any of the items in the form and manner herein provided, the terms, provisions, covenants, conditions, and agreements hereof on its part and behalf to paid, kept and performed, the LICENSOR may terminate and cancel license and at such time and in such event, full and compete title to all improvements, buildings, structures, fixtures, excluding trade fixtures, shall have then vested in the LICENSOR, subject to the encumbrances now existing against such structures; and the LICENSOR may immediately re-enter into the possession of said real property together with all of the said improvements, and the same to have, hold, and enjoy thereafter as the sole, absolute and unconditional owner. In such event, LICENSEE shall have a period of thirty (30) days after notice to remove its personal property and trade fixtures from the premises.
23. LICENSEE covenants and agrees on the last day of the term of this license, or the sooner determination of the term this license, to peacefully leave, surrender and vacate to the LICENSOR the said real property together with the improvements thereon and the fixtures attached thereto in good order and condition and state of repair.
24. Failure on the behalf of the LICENSOR to insist on strict performance of the covenants, terms, stipulations, agreements and conditions of the license shall not be construed as a waiver by the LICENSOR of any of its rights hereunder, or as a waiver or a relinquishment of the strict future performance of the covenants, conditions and agreement herein contained, but all and each thereof shall be and remain in full force and effect.
25. If any litigation is commenced between the parties to this Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in the Litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to its cost for the litigation including expert witness fees and a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

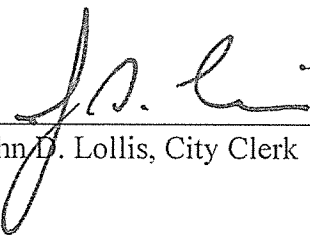
26. The parties agree that this Agreement is entered into and is to be performed in Tulare County, California.

27. Each party and its legal counsel have participated fully in the review and revisions of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.


WITNESS the hands and seals of the parties the day and year first above written.

CITY OF PORTERVILLE

BY 
Milt Stowe, Mayor

BY 
John D. Lollis, City Clerk

BARN THEATER

BY 
President

REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT, made and entered into the 4th day of April, 1984, by and between the CITY OF PORTERVILLE, a municipal corporation, hereinafter called the LICENSOR, and the BARN THEATRE, a non-profit corporation, hereinafter called the LICENSEE;

W I T N E S S E T H:

WHEREAS, the LICENSOR is the owner of the hereinafter described real property deemed suitable, necessary, and proper by the LICENSOR and the LICENSEE for use by the LICENSEE in carrying on and conducting a community enterprise of a non-profit, non-political, and non-religious nature, for which the LICENSEE has been incorporated and organized, and is now engaged in, carrying on and conducting as a community enterprise, and for the benefit, enlightenment, amusement, recreation, education, and advancement of the Porterville Area, and not for the profit of any individual or enterprise.

NOW, THEREFORE, it is hereby covenanted and agreed between the LICENSOR and the LICENSEE as follows, to wit:

1. That the LICENSOR, for and in consideration of the promises, covenants, agreements, and stipulations herein contained on the part and behalf of the LICENSEE to be paid, kept and performed, at the time and in the form and manner herein specified, with time being made the essence hereof, hereby gives to the LICENSEE a license for the period of time, term, and on the conditions herein set forth, the right and privilege, to engage, use and employ the hereinafter described real property together with the appurtenances thereon for the purpose of carrying on and conducting as a community enterprise for the benefit, enlightenment, amusement, recreation, education and advancement of the Porterville area, a theatre group in accordance with the By-laws and Articles of Incorporation of LICENSEE.

2. The LICENSEE stipulates, covenants, and agrees at all times during the term of this license to use, occupy, enjoy and employ all of said real property together with improve-

ments thereon, solely and exclusively for activities of the LICENSEE presently authorized by its Articles of Incorporation and By-laws, it being further stipulated that no substantial amendment to the Articles or By-laws of the LICENSEE may be used to amend, extend, or modify the terms and provisions of this license without first obtaining the express written consent of the LICENSOR.

3. It is further stipulated, covenanted and agreed that all of the terms, provisions, stipulations, agreements, and conditions herein contained on the part and behalf of the LICENSEE to be paid, kept, and performed, shall be and the same are hereby expressly declared to be continuing conditions, covenants and agreements by precedent to any right on behalf of the LICENSEE to enjoy or exercise any of the rights or privileges granted by this license.

4. That in the use, employment and enjoyment of this license by the LICENSEE, the LICENSEE shall not suffer, allow, or permit any religious discrimination, political discrimination, or race discrimination to be engaged in, conducted, carried on, or participated in by the LICENSEE or any agent, employee, or servant of the LICENSEE in carrying on or conducting any of the activities of the LICENSEE with reference to the use, employment and enjoyment of this license.

5. That during the entire term of this license, the LICENSEE shall at all times maintain with the State of California its status as a non-profit corporation.

6. That the term of this license shall commence as of April 4, 1984, for twenty-five (25) years, ending at Midnight on April 3, 2009.

7. The LICENSEE stipulates and agrees that in the occupancy of the real property and the improvement thereon, that the LICENSEE shall not suffer, allow or permit any waste to be committed thereto or thereon, nor shall the LICENSEE suffer, allow, or permit any mechanic's lien or other liens to be filed upon the real property or any of the improvements thereon; nor shall the LICENSEE suffer, allow, or permit the building or permanent improvements thereto, other than trade fixtures, to be

removed from the real property during the term hereof without permission of the LICENSOR first had and received.

8. The LICENSOR shall have the free right at all times by its authorized agents or representatives of entry upon the property and into, upon, and about the improvements thereon for purposes of inspection and posting of any legal notices thereon.

9. That any and all signs erected or maintained by the LICENSEE upon the property or any of the improvements thereon shall fully comply with and conform to all ordinances of the City of Porterville now in force or which may hereafter be in full force and effect.

10. The LICENSEE shall of its own proper cost and expense, and without any cost, charge, or expense to the LICENSOR, pay and discharge when due and before delinquent all light, electric power, water, gas, telephone, garbage removal, all utilities, and all other occupational charges for the premises and the same shall not be suffered, allowed, or permitted to become a charge or lien upon the real property.

11. It is expressly stipulated and agreed herein that the LICENSOR shall not be called upon, expected to, nor shall the LICENSOR pay or discharge any costs or expense whatsoever arising from or in any way connected with the use and enjoyment of this license by the LICENSEE or in the use and enjoyment of any of the improvements placed upon the property by the LICENSEE.

12. The LICENSEE shall at all times during the terms of this license keep and maintain all of the buildings, fixtures, driveways, parking lots, and ground surrounding the same in good order and repair, inside and outside, together with all fixtures and appurtenances used and employed in the occupancy of the real property and the improvements thereon, including sewer lines, plumbing fixtures, electrical fixtures and all conveniences or necessities used and employed by the LICENSEE in the occupancy of the premises; and the LICENSEE shall of its sole cost and expense from time to time, as the needs may arise therefore, make renewals and replacements thereof in first class modern character and efficiency.

13. The LICENSEE shall promptly and completely observe, comply with, and conform to all present and future laws, rules, requirements, orders, directions, ordinances, resolutions and regulations of the United States of America, the State of California, the County of Tulare, and the City of Porterville and any governmental authorities or agencies, and of the Board of Fire Underwriters or any other board, commission, or organization exercising similar functions or regulatory privileges appurtenant to or connected with the enjoyment of this license by the LICENSEE; and LICENSEE shall, at its own cost and expense, make any and all improvements thereon or alterations thereto, structurally or otherwise, that may be required at any time hereafter by any such present or future law, rule, requirement, order, direction, ordinance, or regulation.

14. The LICENSEE shall not make any alterations, improvements, additions or any other structural or building changes without the prior written approval of the LICENSOR.

15. The LICENSEE shall not suffer, allow, or permit any property, properly or legally assessable to the LICENSEE, to be assessed against the LICENSOR or against the real property or for which the LICENSOR shall be liable or responsible to pay, or for the same to become a charge or lien upon the real property.

16. It is expressly stipulated, covenanted and agreed that this license shall not be assigned, transferred, mortgaged or hypothecated in any manner; nor shall the buildings or improvements or facilities used and employed by the LICENSEE in enjoying this license be sublet or leased without the prior written consent of the LICENSOR; for each such assignment or subletting, it being further stipulated that the consent by the LICENSOR to any one assignment shall not be construed as a consent to any further or additional assigning or subletting.

17. The LICENSEE covenants and agrees at all times during the term of this license to keep and maintain all buildings, structures, and insurable improvements on or pertinent to the real property fully insured for the replacement value to insure that the building can be replaced in the event of a fire with comprehensive coverage and in an amount and in such company

or companies as may be acceptable to the LICENSOR; and all such policies of insurance shall be delivered to and held by the LICENSOR with the loss, if any, accruing thereunder to be payable to the LICENSOR, except however, that if the improvements shall have a mortgage thereon, a mortgage loss clause may be attached thereto in favor of such mortgage to the extent of the outstanding balance due on the aforesaid construction loan.

18. The LICENSEE, as a material part of the consideration to be rendered to the LICENSOR for the granting of this license, covenants and agrees to defend and hold LICENSOR harmless and free from all liability and claims for damages by reason of any injury to any person or persons, or property of any kind whatsoever, from any cause or causes whatsoever while in, upon, or in any way connected with the said licensed premises, or the premises adjacent thereto during the term of this license or any extension thereof. It is further stipulated and agreed that the LICENSEE shall, and it does hereby save, indemnify, and to defend the City of Porterville, all of its officers, agents and employees of and from all claims, demands, actions or causes of actions arising from or in any way connected with the occupation of the demised premises, together with all costs and attorney's fees; that at all times during the term of this license, said LICENSEE shall be and is hereby required and it hereby agrees to keep in full force and effect, with the premium fully prepaid thereon, Five Hundred Thousand Dollars (\$500,000.00) for personal injury and property damage combined single limits with the product liability, and shall file with the City of Porterville the original policies and/or certificate thereof.

19. The LICENSEE shall use and employ the real property together with the improvements thereon exclusively for activities to be conducted thereon by the LICENSEE, to wit, the usual and customary theatrical activities of the LICENSEE; and no business, retail or wholesale, activities or enterprises shall be carried on or conducted for profit or be allowed, suffered, or permitted to be carried on at or upon the property during the term of this license.

20. If the LICENSEE shall fail, neglect, or refuse to

pay, do, or perform any of the terms, stipulations, promises, covenants, conditions, or agreements hereof on its part and behalf to be paid, kept and performed, the LICENSOR may, at its option, but it shall not be obligated to do so, pay or cause the same to be paid, done or performed, and the amount of money expended by the LICENSOR in so doing, or incurred by the LICENSOR in so doing, shall become a debt immediately due from the LICENSEE to LICENSOR, and shall constitute a material breach hereof entitling LICENSOR to immediate termination hereof pursuant to paragraph 21 below.

21. If the LICENSEE shall fail, neglect or refuse, for any cause, for a period of thirty (30) days after notice, to pay, do or perform at the time and in the form and manner herein provided, the terms, provisions, covenants, conditions and agreements hereof on its part and behalf to be paid, kept and performed, the LICENSOR may terminate and cancel this license and at such time and in such event, full and complete title to all improvements, buildings, structures, fixtures, excluding trade fixtures, shall have then vested in the LICENSOR, subject to the encumbrances now existing against such structures; and the LICENSOR may immediately re-enter into the possession of said real property together with all of the said improvements, and the same to have, hold, and enjoy thereafter as the sole, absolute and unconditional owner. In such event, LICENSEE shall have a period of thirty (30) days after notice to remove its personal property and trade fixtures from the premises.

22. LICENSEE covenants and agrees on the last day of the term of this license, or the sooner determination of the term of this license, to peacefully leave, surrender and vacate to the LICENSOR the said real property together with the improvements thereon and the fixtures attached thereto in good order and condition and state of repair.

23. Failure on the behalf of the LICENSOR to insist on strict performance of the covenants, terms, stipulations, agreements and conditions of this license shall not be construed as a waiver by the LICENSOR of any of its right hereunder, or as a waiver or

a relinquishment of the strict future performance of the covenants, conditions and agreements herein contained, but all and each thereof shall be and remain in full force and effect.

24. The real property herein referred to and covered by the terms of this license is that certain real property situated in the City of Porterville, County of Tulare, State of California, described as follows, to wit:

Beginning at the Northwest corner of the Northeast quarter of Section 36, Township 21 South, Range 27 East, MD.B. & M., said point being on the East line of Plano Street in the City of Porterville, County of Tulare, State of California; thence South $3^{\circ}55'$ East along the easterly line of said Plano Street 375 feet to the point of beginning of the parcel being described; thence East 170 feet; thence South 7° East 375 feet, more or less, to the northwesterly line of Park Drive; thence southerly and westerly along said westerly and northerly line of Park Drive 200 feet, more or less, to the easterly line of said Plano Street; thence northerly along the easterly line of said Plano Street 500 feet, more or less, to the point of beginning.

Excepting therefrom, the westerly 20 feet measured at right angles to said easterly line of Plano Street, and also excepting such portions thereof as may be required for the widening of Park Drive.

WITNESS the hands and seals of the parties the day and year first above written.

CITY OF PORTERVILLE

BY

Steven E. Tree, Mayor

BARN THEATRE

BY

John Burkey, President

ATTEST:

C.G. Huffaker, City Clerk

REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT, made and entered into the ____ of _____, 2022, by
and between the CITY OF PORTERVILLE, a municipal corporation, hereinafter called
the Licensor, and THE BARN THEATRE, a non-profit California public benefit
corporation, hereinafter called the LICENSEE:

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WITNESSETH:

WHEREAS the LICENSOR is the owner of the hereinafter described real
Property; and

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WHEREAS, the property is deemed suitable, necessary, and proper by the
LICENSOR and the LICENSEE for use by the LICENSEE in carrying on and conducting
a community enterprise of a non-profit, non-political, and non-religious nature for which
the LICENSEE has been incorporated and organized, and is now engaged in, carrying on
and conducting as a community enterprise, and for the benefit, enlightenment, amusement,
recreation, education, and advancement of the Porterville Area, and not for the profit of
any individual or enterprise.

NOW, THEREFORE, it is hereby covenanted and agreed between the LICENSOR
and the LICENSEE as follows, to wit:

1. The real property herein referred to and covered by the terms of this license
is that certain real property situated in the City of Porterville, County of
Tulare, State of California, described as follows to wit:

Beginning at the Northwest corner of Northeast
Quarter of Section 36, Township 21 South, Range 27
East, MD. B & M., said point being on the East
Line of Plano Street in the City of Porterville,

County of Tulare, State of California; thence South 3°55' East along the easterly line of said Plano Street 375 feet to the point of beginning of the parcel being described; thence East 170 feet; thence South 7° East 375 feet, more or less, to the Northwesterly line of Park Drive; thence southerly and westerly along said westerly and northerly line of Park Drive 200 feet, more or less, to the easterly line of the said Plano Street; thence northerly along the easterly line of said Plano Street 500 feet, more or less, to the point of beginning. Excepting therefrom, the westerly 20 feet measured at right angles to said easterly line of Plano Street, and also excepting such portions thereof as may be required for the widening of Park Drive.

2. That the LICENSOR, for and in consideration of the promises, covenants, agreements, and stipulations herein contained on the part and behalf of the LICENSEE to be paid, kept, and performed, at the time and in the form and manner herein specified, with time being made the essence hereof, hereby grants to the LICENSEE a license to engage, use and employ the described real property together with the appurtenances thereon for the purpose of carrying on and conducting as a community enterprise for the benefit, enlightenment, amusement, recreation, education and advancement of the Porterville Area a theatre group in accordance with the By-laws and Articles of Incorporation of LICENSEE. The LICENSEE shall use and employ the real property together with the improvements thereon exclusively for the usual and customary theatrical activities of the LICENSEE; and no business, retail, or wholesale, activities or enterprises shall be carried on or conducted for profit or be allowed, suffered, or permitted to be carried on at or upon the property during the terms of this

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license, except as otherwise specified in this Agreement. As a community non-profit that is dependent on it fundraising activities, LICENSEE shall be allowed to also conduct fundraising and/or community enrichment activities at the property including, but not limited to fine arts performances and recitals, concerts, comedy nights, art displays and art nights, talent shows, dance shows, dinners and luncheons, Christmas parties, weddings, birthday parties, and baby showers and shall be allowed to sublicense the property to community clubs for such clubs' meetings. LICENSEE shall be allowed to grant a sublicense, for a period of not more than two (2) consecutive days to other individuals and organizations for the use of the premises, provided that LICENSEE complies with the requirements of this Agreement, including, but not limited to, Paragraphs 5, 16, 17, 18, and 19.

3. The LICENSEE agrees at all times during the term of license to use, the described real property together with improvements thereon, solely and exclusively for activities of the LICENSEE presently authorized by its Articles of Incorporation and By-laws, it being further stipulated that no substantial amendment to the Articles or By-laws of the LICENSEE may be used to amend, extend, or modify the terms and provisions of this license without first obtaining the express written consent of the LICENSOR.

4. The Parties further agree that all of the terms, provisions, stipulations, agreements, and conditions herein contained on the part and behalf of the LICENSEE to be paid, kept, and performed, shall be and the same are hereby

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expressly declared to be continuing conditions, covenants and agreement by precedent to any right on behalf of the LICENSEE to enjoy or exercise any of the rights or privileges granted by this license.

5. LICENSEE agrees that in the use, employment and enjoyment of this license by the LICENSEE, the LICENSEE shall not suffer, allow, or permit any religious discrimination, political discrimination, race discrimination, or any other form of illegal discrimination to be engaged in, conducted, carried on, or participated in by the LICENSEE or any agent, employee, or servant of the LICENSEE in carrying on or conducting any of the activities of the LICENSEE with reference to the use, employment and enjoyment of this license.
6. That during the entire term of this license, the LICENSEE shall at all times maintain with the State of California its status as a non-profit corporation.
7. That the term of this license shall commence as of October 1, 2022, for a period of five (5) years, ending at midnight on September 30, 2027. The parties may agree to extend this Agreement to be reviewed and adjusted for an additional (1) year, with the terms of said Agreement to be reviewed and modified as the parties deem appropriate prior to renewal.
8. The LICENSEE stipulates and agrees that in the occupancy of the real property and the improvements thereon that the LICENSEE shall not suffer, allow or permit any waste to be committed thereto or thereon, nor shall the LICENSEE suffer, allow, or permit any mechanic's lien or other liens to be filed upon the real property or any of the improvements thereon; nor shall the LICENSEE suffer, allow, or permit the building or permanent improvement thereto, other

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than trade fixtures, to be removed from the real property during the term hereof without permission of the LICENSOR first had and received.

9. The LICENSOR shall have the free right at all times by its authorized agents or representatives of entry upon the property and into, upon, and about the improvements thereon for purposes of inspection and posting of any legal notices thereon.
10. That any and all signs erected or maintained by the LICENSEE upon the property or any of the improvements thereon shall fully comply with and conform to all regulations and standards of the City of Porterville now in force or which may hereafter be in full force and effect.
11. The LICENSEE shall of its own proper cost and expense, and without any cost, charge, or expenses to the LICENSOR, pay and discharge when due and before delinquent all light, electric power, water, gas, telephone, garbage removal, all utilities, and all other occupation charges for the premises and the same shall not be suffered, allowed, or permitted to become a charge or lien upon the real property.
12. It is expressly stipulated and agreed herein that the LICENSOR shall not be called upon, expected to, nor shall the LICENSOR, pay and discharge any costs whatsoever arising from or in any connection with the use and enjoyment of this license by the LICENSEE or in the use and enjoyment of any of the improvements placed upon the property by the LICENSEE.
13. The LICENSEE shall at all times during the terms of this license keep and maintain all of the buildings, fixtures, and grounds directly adjacent to the

building. LICENSEE shall ensure the same is kept in good order and repair, inside and outside, together with all fixtures and appurtenances used and employed in the occupancy/license of the real property and the improvements thereon, including sewer lines, plumbing fixtures, electrical fixtures and all conveniences or necessities used and employed by the LICENSEE in the occupancy of the premises; and the LICENSEE shall at its sole cost and expense from time to time, as the needs may arise therefore, make renewals and replacements thereof in first class modern character and efficiency. LICENSOR shall maintain the turf area, parking lot, and prune trees when necessary.

14. The LICENSEE shall promptly and completely observe, comply with, and conform to all present and future applicable federal, state, and local laws, requirements, and standards in the operation and use of the License and the premises, and its programs on this premises. This includes, but is not limited to, State and Federal discrimination and disability laws and regulations. LICENSEE shall, at its own cost and expense, make any and all improvements thereon or alteration thereto, structurally, or otherwise, that may be required at any time hereafter by any such present or future law, rule, requirement, order, direction, ordinance, or regulations. Failure to comply is grounds for immediate termination of this License by LICENSOR, and any notice requirements required pursuant to this Agreement shall not apply.

15. LICENSEE must maintain all outdoor consumption of beer, wine, and distilled spirits within the outdoor forty by 100-foot, fenced-in consumption area.

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16. LICENSEE shall not make any material alterations, improvements, additions, or any other structural or building changes without the prior written approval of the LICENSOR.

17. The LICENSEE shall not suffer, allow, or permit any property, properly or legally assessable to the LICENSEE, to be assessed against the LICENSOR or against the real property or for which the LICENSOR shall be liable or responsible to pay, or for the same to become a charge or lien upon the real property. In the event any possessory interest tax is assessed as a result of this Agreement, LICENSEE shall pay and be responsible for the full amount assessed.

18. Except as allowed pursuant to Paragraph 2 above, it is expressly stipulated, covenanted and agreed that this license shall not be assigned, transferred, mortgaged or hypothecated in any manner; nor shall the buildings or improvements or facilities used and employed by the LICENSEE in enjoying this license be sublicensed without the prior written consent of the LICENSOR's *Parks and Leisure Services Director or his Designee*; for each such assignment or sublicensing, it being further stipulated that the consent by the LICENSOR to any one assignment/sublicense shall not be construed as a consent to any further of additional assigning or sublicensing.

19. The LICENSEE covenants and agrees at all times during the term of the license to keep and maintain all buildings, structures, and insurable improvements on or pertinent to the real property fully insured (with LICENSOR named as an additional insured) for the replacement value to insure that the building can be

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replaced in the event of a fire with comprehensive coverage and in an amount and in such company or companies as may be acceptable to the LICENSOR; and all such policies of insurance shall be delivered to and held by the LICENSOR, except, however, that if the improvements shall have a mortgage thereon, a mortgage loss clause may be attached thereto in favor of such mortgage to the extent of the outstanding balance due on the aforesaid construction loan.

20. The LICENSEE, as a material part of the considerations to be rendered to the LICENSOR for the granting of the license, and to the fullest extent permitted by law, covenants and agrees, to the fullest extent permitted by law, to release, indemnify, defend and hold LICENSOR harmless and free from all liability and claims for damages by reason of any injury to any person or persons, or property of any kind whatsoever, from any cause or causes whatsoever while in, upon, or in any way connected with said licensed premises, or the premises adjacent thereto during the term of license or any extension thereof. It is further stipulated and agreed that the LICENSEE shall save, indemnify, and defend the LICENSOR, all of its officers, agents and employees of and from all claims, demands, actions or causes of actions arising from or in any way connected with the occupation and of the demised premises, *including but not limited to any sublicense or use by other parties*, together with all costs and attorney's fees; that at all times during the term of this license, LICENSEE shall be and is hereby required and it hereby agrees to keep in full force and effect, with the premium fully prepaid thereon Two Million Dollars \$2,000,000.00 for personal injury and property damage *(covering all occupation and use of the premises)* combined

single limits with liquor and product liability, and shall file with the LICENSOR the original policies and/or certificate thereof.

21. If the LICENSEE shall fail, neglect, or refuse to pay, do, or perform any of the terms, stipulations, promises, covenants, conditions, or agreements hereof on its part and behalf to be paid, kept and performed, the LICENSOR may, at its option, but it shall not be obligated to do so, pay or cause the same to be paid, done or performed, and the amount of money expended by the LICENSOR in so doing, or incurred by the LICENSOR in so doing, shall become a debt immediately due from the LICENSEE to LICENSOR, and shall constitute a material breach hereof entitling LICENSOR to immediate termination hereof pursuant to paragraph 21 below.
22. If the LICENSEE shall fail, neglect or refuse to pay, for a period of (30) days after notice, do or perform any of the items in the form and manner herein provided, the terms, provisions, covenants, conditions, and agreements hereof on its part and behalf to paid, kept and performed, the LICENSOR may terminate and cancel license and at such time and in such event, full and compete title to all improvements, buildings, structures, fixtures, excluding trade fixtures, shall have then vested in the LICENSOR, subject to the encumbrances now existing against such structures; and the LICENSOR may immediately re-enter into the possession of said real property together with all of the said improvements, and the same to have, hold, and enjoy thereafter as the sole, absolute and unconditional owner. In such event, LICENSEE shall have a period of thirty (30)

days after notice to remove its personal property and trade fixtures from the premises.

23. LICENSEE covenants and agrees on the last day of the term of this license, or

the sooner determination of the term this license, to peacefully leave, surrender,
and vacate to the LICENSOR the said real property together with the improvements thereon and the fixtures attached thereto in good order and condition and state of repair.

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24. Failure on the behalf of the LICENSOR to insist on strict performance of the covenants, terms, stipulations, agreements and conditions of the license shall not be construed as a waiver by the LICENSOR of any of its rights hereunder, or as a waiver or a relinquishment of the strict future performance of the covenants, conditions and agreement herein contained, but all and each thereof shall be and remain in full force and effect.

25. If any litigation is commenced between the parties to this Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in the Litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to its cost for the litigation including expert witness fees and a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

26. The parties agree that this Agreement is entered into and is to be performed in Tulare Country, California.

27. Each party and its legal counsel have participated fully in the review and revisions of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

WITNESS the hands and seals of the parties the day and year first above written.

CITY OF PORTERVILLE

BY Martha A. Flores, Mayor BY John D. Lollis, City Clerk

BARN THEATRE

BY Denise Everhart, President

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ITEM 3

Kiwanis International dba Porterville Kiwanis Club

Board Member Information

Board Members:

President: Raul Buenrostro

Secretary: Traci Martinez

Treasurer: Bert Martinez-Yarbrough

KIWANIS OF PORTERVILLE EVENTS

- KIDS ZONE IRIS FESTIVAL -SPONSORED PLAY AREA FOR EVENT
- KIDS ZONE- RELAY FOR LIFE (HARMONY) SPONSERED TEAM
- HAUNTED CIRCUS -KIWANIS HUT -FUNDRAISER
- HAUNTED DREAMS- KIWANIS HUT-FUNDRAISER
- HALLOWEEN CARNIVAL @ HUT-FUNDRAISER
- ZOMBIE RUN AROUND HUT-FUNDRAISER
- DOG DAYS - SPAY/NUETER CLINICS- KIWANIS-ALLOWED USE OF HUT FACILITIES/APPOINTMENT CARDS
- WOMEN HELPING OTHER WOMEN (WHEW) SIERRA HILLS-FUNDRAISER
- COMMUNITY SHOW CASE (FAIR GROUNDS)-TABLE -INFORMATIONAL TABLE
- THANKSGIVING/CHRISTMAS FOOD DRIVES KIWANIS HUT- FOOD TO CHOSEN FAMILIES BY MEMBERS
- CHRISTMAS BOUTIQUE AT HUT -FUNDRAISER (DOROTHY)
- AMERICAN CROWN CIRCUS SPONSERED X 2 TIMES -SPONSORED INSURANCE FOR FEE
- SINNISTER CANCER MOTORCYCLE RUN -SPONSERED TABLES CHAIRS/BOUNCE HOUSE
- BOYS & GIRLS -PAPERSHREDDING EVENTS VOLUNTEERED
- BOYS & GIRLS (DERBY/ HULA HOOP DAYS) SPONSORED PROGRAM
- PET PARADES W/LIBRARY -JUDGES
- LIBRARY SUMMER READING PROGRAM OPENING/CLOSING EVENTS, SPONSERED SNACKS
- TINY TIARA YOUNG BEAUTY PAGEANT SPONSORED EVENT
- PIONEER DAYS BOOTHS- KIDS ZONE
- PICTURES WITH SANTA AT HUT, HAD SOMEONE DRESS AS SANTA
- DGONG/POOL, -, KIWANIS SPONSORED SWIM LESSONS FOR LOW INCOME
- HUT CLEAN UP EVENTS
- MONTE VISTA CARSHOW- BOOTH
- TOYS FOR TOTS @ THE HUT DROP OFF
- PORTERVILLE GHOST SOCIETY LIBRARY EVENT/GHOSTHUNT-SPONSORED PARTICIPATED
- RICHARD ALBRIGHT SUMMER EXERCISE PROGRAMS- SPONSERED
- RICHARD ALBRIGHT-WALL-E NIGHT- SPONSERED
- RICHARD ALBRIGHT FRIGHT FESTIVAL-SPONSERED

- RICHARD ALBRIGHT, WORKOUTS IN THE PARK -SPONSERED
- RICHARD ALBRIGHT, ZUMBA FUNDRAISER -SPONSERED
- WOODVILLE CAR SHOWS -TOYS FOR TOTS SPONSERED 3 YEARS
- WOODVILLE -PIRATE DAYS, SPONSERED
- ZUMBA AT P.A.D.S. - BROUGHT IN ZUMBA TEACHER
- FIRST FRIDAY COFFEES-NETWORKING EVENTS
- GIVE A DROP OF HOPE BLOOD/WATER DRIVE, 5K RUN DAVID GONG, SPONSORED
- ROCKFEST (KIWANIS SPONSERED LAST ONE)
- WEEKLY BREAD GIVE-AWAY (PANERA DOUGH NATION) PICK UP GIVE AWAY
- WEEKLY BREAD GIVE-AWAY (POR COORDINATING COUNCIL) PICK UP GIVE AWAY
- STEP UP COMMITTEE MEMBERS REPRESENTING KIWANIS
- CHAMBER MIXERS-NETWORKING
- VETERANS PARADES -KIDS ZONES
- CHRISTMAS PARADES- KIDS ZONES
- CINCO DE MAYO PARADE/BOOTH
- FREEDOM FEST- FUNDRAISER
- FIREWORKS BOOTHES FUNDRAISER
- ELECTION BOOTHS VOLUNTEERS
- MIRACLE MILE OF QUARTERS
- SCHOLARSHIPS
- PASSING OUT DICTIONARIES TO 3RD GRADERS
- CATFISH FRY -FUNDRAISER
- HERITAGE DINNER CHRISTMAS
- KIWANIS BIRTHDAY DINNER FUNDRAISERS
- TULARE CO. SURPLUS, (NON-PROFIT) 0 TO LOW COST
- POSTCARDS FOR HEROES GO TO VA HOSPITAL/TULARE SATELLITE CLINIC
- FACE PAINTING PROJECT AT HUT
- TERRA BELLA HEALTH FAIR, BOUNCE HOUSE
- LOTERIA/BINGO AT HUT

- CHRISTMAS TOY SWAP AT HUT
- FUNNEL CAKE FUNDRAISERS AT HUT
- YARDSALES AT HUT
- BINGO AT VILLA MANOR
- SOLDIER SHOEBOXES DONATIONS CONTINUED DONATIONS 2022
- DONATIONS FOR RAFFLES FOR SLAIN OFFICERS IN PASO ROBLES
- DONATIONS FOR SLO FOSTER PROGRAM CONTINUED DONATION 2022
- DONATIONS FOR SLO, DENTION CENTER
- BLOOD DRIVES LAST ONE WAS TACO TUES FOR DAVID GONG 2020 CONTINUED 2022
- HALLOWEEN TRUNK OR TREAT GALAXY 9
- STEP UP EVENTS SINCE 2017

GRANDPARENTS RAISING GRANDKIDS –BACKPACK EVENTS SCHOOL SUPPLIES/FOOD

RADIO BONITA BACKPACK EVENT-ICE CREAM/DINOSAURS

POPLAR BACKPACK EVENTS-RAFFLE PRIZES -TACOS

GOLF COURSE-SPONSORED SUMMER PROGRAM RAFFLE PRIZES, FOOD

WOODVILLE SWIM PARTIES 8TH ANNUAL -RENTAL OF POOL, FOOD, RAFFLE PRIZES

TERRA BELLA RESOURCE PROGRAMS –TABLES, FOOD, RAFFLE PRIZES, MOTIVATIONAL SPEAKERS

TERRA BELLA MOVIE NIGHTS-RENTAL OF VENUE-MOVIE, FOOD, RAFFLE PRIZES

MOVIES WITH MONACHIE VIDEOGRAPHY CLASS

- POPLAR FOOD GIVE-AWAYS /DONATIONS WITH UFW COVID SHOT CLINICS
- CONTINUAL OF DONATIONS OF BAGS/ PLASTIC-RECYCLED BAGS
- TERRA BELLA POP UP EVENT AT VETERANS HALL
- CONTINUAL COLLABORATION WITH OTHER NON-PROFITS
- SINCE 2020 WAL MART DONATIONS TO BE PASSED OUT TO OTHER ORGANIZATIONS/SCHOOLS
- SINCE 9/2021, 1-2 TIME WEEKLY FOOD GIVEAWAY FROM LOCATION. VOLUNTEER GOES TO EXTRE 1-2 TIME A WEEK TO PICK UP FOODS, PASSED OUT FROM KIWANIS HUT.
- VENDOR MARKETS AT GALAXY9 THEATRE (FUNDRAISERS)

KIWANIS OF PORTERVILLE CLUB

	ORGANIZATION	SERVICES	CLIENTS	ITEMS DONATED
1	LB HILL LEARNING CENTER	SPECIAL NEEDS	75 IN POR	
	1041 S PLANO, POR CA	AGES 4-21	200 IN ALL SITES	
	PATTY AYALA			
2	TURN POINT WELCOME CENTER	RESOURCE	30 BEDS	
	140 S C ST, POR CA	PROGRAM		
	NANCY PALAFOX			
3	PORTERVILVLE COLLEGE	DISPLACE/	ALL	
	FOUNDATION PANTRY	OPEN TO ALL		
	TIFFANY HAYNES	STUDENTS		
4	TUL CO OFFICE OF EDUCATION	RESOURCE FOR	DIFFERENT SITES	
	605 W OLIVE, POR CA 93257	MIGRANT	25-150 FAMILIES	
	RACHEL GARZA	FAMILIES		
5	ALTURA MEDICAL CLINIC	MIGRANT	500-1000	
	ERICA/MONICA	FAMILIES		
6	VALLEY ADULT DAYCARE SERVICE	SENIOR E	10-75 SENIORS	
	227 E OAK AVE, POR CA	DAYCARE		
	LAURA KAYLOR			
7	C.A.S.A	FOSTER YOUTH	75-100	
	93 N MAIN ST, POR CA			
	ARACEL ESPINOZA/DINA LEON			
8	FUTURE GENERATION	SCHOOL	200 STUDENTS	
	340 N RESERVATION RD, POR CA	GRADES K-8TH		
	WILLY CARRILLO/RHONDII HUNTER			
9	PAAR	RECOVERY PRO.	75 BEDS	
	232 W BELLEVIEW ,POR CA		MEN/WOMEN	
	VALERIE/CHRISTY/PATRICK			
10	ROCHE SCHOOL ELEMENTARY	SCHOOL	STUDENTS	
	LISA			
11	WOODVILLE SCHOOLS	K-8TH GRADE	500 STUDENTS	
	16541 ROAD 168, WOODVILLE, CA			
	DIANA MARTINEZ			
12	UFW FOUNDATION	FAMILIES	10-5,000	
	LALI MOHENO			
13	TUL CO. MENTAL HEALTH	SINGLE	Oct-40	
	PREMANENT RESIDENCY PROGM			
	NORMA TAMEZ,			
	PORTERVILLE			

14	DOYLE COLONY FIRE STATION	FAMILIES	1-200 FAMILIES		
	1551 E SUCCESS, POR CA				
	JARED ARSENEGA				
15	W OLIVE FIRE STATION	FAMILIES	1-100 FAMILIES		
	22315 AVE 152, POR CA93257				
	LT GUERRERO				
16	BURTON SCHOOLS	PK -8TH GRADE	600 STUDENTS		
	264 N WESTWOOD, POR CA				
17	SPRINGVILLE CHURCH	ROYAL	100 YOUTH		
	35811 RIO VISTA, SPRINGVL, CA	YOUTH CAMP			
	KATIE SMITH				
18	GRANDPARENTS RAISING	K-12	1-100		
	GRANDCHILDREN/DENIS CARSON\				
19	SELF HELP ENTERP	FAMILIES			
	NICOLE WYND				
20	CVEA-POPLAR	RESOURCE	FAMILIES		
	ISABEL	CENTER			
21	RADIO BONITA				
	JOVANNA/ADRIAN	FAMILIES	10-1000		
22	7TH DAY ADVENTIST CHURCH	FAMILIES			
	SPANISH CHURCH				
	MARI BUENROSTRO				
23	TUL CO AGING PROGRAM	FOSTER	10-500		
	BONNIE -COUNTY				
24	TULARE CO. HHSA	FAMILIES			
	NOAH WHITAKER-COUNTY				
	JAMIE SHARMA				
25	FAMILY FOSTER BUILDERS	FOSTER	100+		
	VISALIA, TONY TRUJILLO, RANDY				
26	EXETER TOY DRIVE	YOUTH	1-200 FAMILIES		
	CHRIS GRAY				
			CHILDREN		
			FAMILIES		
			OUT OF TOWN		

ITEM 4

ADDENDUM NO. 1 TO PROPERTY LICENSE AGREEMENT
BETWEEN THE CITY OF PORTERVILLE AND
COMISION HONORIFICA MEXICANA AMERICANA INC.
AND AGREEMENT CONCERNING RIGHTS AND
OBLIGATIONS OF THE PARTIES

This Addendum to the Property License Agreement between the City of Porterville ("City") and the Comision Honorifica Mexicana Americana Inc. ("CHMA") and, was approved by the Porterville City Council on March 17, 2020 and is hereby made a part of the Property License Agreement entered into by the parties on March 21, 2017.


1. **Section 4.h.** is hereby added to the Agreement, as follows: CHMA shall be permitted to have one cargo container present on the property site, subject to the following conditions: a) Prior to placement of the container of the property, CHMA must submit a site plan to the Zoning Administrator depicting the location and the screening (e.g. vegetation or other appropriate materials) of container, b) said plan is subject to the Zoning Administrator's conditions and approval, c) the placement of the container must be in conformity with the approved Site Plan, and d) the container must be removed no later than five years after placement on the property.
2. All other terms as outlined in the License Agreement, executed on March 21, 2017, and not inconsistent with this Addendum, shall remain in full force and effect.

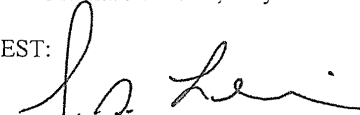
Dated: _____

COMISION HONORIFICA MEXICANA AMERICANA INC.

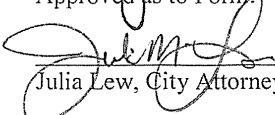
BY: _____
Roberto de la Rosa, President

CITY OF PORTERVILLE

BY: 
Martha A. Flores, Mayor

ATTEST: 
John Lollis, City Clerk

Approved as to Form:


Julia Lew, City Attorney

**PROPERTY LICENSE AGREEMENT BETWEEN
THE CITY OF PORTERVILLE AND
COMISION HONORIFICA MEXICANA AMERICANA INC.
AND**

**AGREEMENT CONCERNING RIGHTS AND OBLIGATIONS
OF THE PARTIES**

Parties

1. This License agreement is entered into by and between the City of Porterville ("City"), and Comision Honorifica Mexicana Americana, Inc. ("CHMA") of said property.

Description of Property

2. Licensor is rightful possessor of certain real property situated at 466 East Putnam Avenue in the city of Porterville, and more particularly described as the Porterville Community Center ("Center").

Grant of License

3. In consideration for and in accordance with the terms and conditions of this agreement, the City grants to CHMA a License ("the License") for exclusive use of the Center at all times, unless otherwise permitted by CILMA or set forth via this Agreement. CHMA intends to operate the Center Monday through Friday during normal business hours and on weekend days. The parties agree that CHMA will utilize the Center for multi-cultural, community benefit, and educational events, exhibits, workshops and classes. The parties further agree that CHMA will utilize the Center for business and operational activities of CHMA as well as other social service and community non-profit organizations.

Rights and Obligations

4. The following rights and obligations accompany the License and the use of the property:

- a. Except as otherwise provided herein, CHMA shall have full and exclusive management authority over the Center, and shall assume full responsibility for and provide all facility management oversight, all building and grounds maintenance and

repairs as necessary to make the building fully operational. CHMA shall maintain the property, including all facilities located upon the property, in a neat and cleanly appearance, with mature trees preserved and all landscaping sustained in a healthy and vigorous growing condition.

- b. CHMA shall assume full responsibility for all utilities service for the Center.
- c. CHMA shall assume full responsibility for the Center and facilities, including the structural integrity of the Center building. In doing so, CHMA acknowledges and accepts the present condition (except as otherwise provided in item h below) of the facility, including deficiencies in the kitchen floor structure, as well as code limitations and restrictions on use of the kitchen for cooking purposes.
- d. CHMA shall provide the following insurance certificates to the City naming the City as an additional insured:
 - i. Comprehensive general liability insurance, including contractual liability, and personal injury liability and property damage with at least two million dollars (\$2,000,000) liability limit per occurrence, and having a deductible of not more than \$5,000. CHMA shall require any renters or other users for which regular programs and exclusive-use space is provided within the Center, to provide evidence satisfactory to CHMA of general liability insurance, in amounts and terms not less restrictive than above, and naming City and CHMA as additional insured.
 - ii. Commercial property insurance providing basic coverage for fire, lightning, explosion, smoke, windstorm, vandalism, etc., in the name of City, and in a sum equal to the full replacement cost of the building.
- e. CHMA shall have control and assume all responsibility for the scheduling of the building. City programs and uses, when requested, will be accommodated on a scheduled basis, and not in conflict with prior scheduled programs and uses.
- f. CHMA shall provide a one-time payment of \$100.00 to the City to be used in consideration for this License. Payments shall be due and payable within thirty-days after execution of this License. In the event any possessory interest tax is assessed as a result of this Agreement, CHMA shall pay and be responsible for the full amount assessed.
- g. CHMA shall be allowed to modify the Center building and facilities, with written consent from the City, which shall not be unreasonably withheld.

License Non-assignable

5. This License is personal to CHMA and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in Licensee by the grant of this License.

Term of License

6. This License shall be for a term of 10 years, commencing on April 1, 2017, and terminating on March 31, 2027. The parties may agree to extend this Agreement for an additional 15 years, with the terms of said Agreement to be reviewed and adjusted as the parties deem to be appropriate prior to renewal.

Termination of Occupancy

7. On or before the termination date for this License specified in paragraph 6 of this agreement, CHMA shall remove all of its personal property from the Property and shall surrender possession of the Property to the City in good order and repair to the reasonable satisfaction of the City, normal wear and tear excepted.

Default

8. In the event CHMA fails to comply with any of the material terms of this Agreement, in addition to any and all other remedies available under the law, this License may be revoked by the City, upon CHMA's receipt of written notice of the violation to the parties and its failures to cure within ten (10) days.

More time may be granted for the cure of any violations if agreed to in writing by the parties.

Compliance with all Local, State and Federal Laws

9. CHMA shall comply with all local, State, and Federal laws and regulations, in the operation and use of the License and the premises, and its programs on the premises, including but not limited to State and Federal discrimination and disability laws and regulations. Failure to comply is grounds for immediate termination of this License by the City, and the notice requirements in Section 8 will not apply.

Indemnification

10. To the fullest extent permitted by law, CHMA will hold harmless, defend and indemnify City from and against any liability, claims, actions, costs, damages or losses and expenses (including, without limitation, reasonable attorneys' fees and expenses) for injury, including death, to any person or damage to any property resulting from CHMA's acts or omissions with respect to the Premises. CHMA's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission, which occurred before expiration, or termination. The City will hold harmless, defend and indemnify CHMA from and against any liability, claims, actions, costs, damages, losses and expenses (including, without limitation, reasonable attorney's fees and expenses) for injury, including death, to any person, damage to any property, resulting from the City's acts or omissions with respect to its use of the Premises as permitted by this Agreement. City's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission, which occurred before expiration, or termination.

Attorneys' Fees

11. In any action or proceeding involving a dispute between the City and CHMA, arising out of the execution of this Agreement, or to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees, expert fees, appraisal fees and all other costs incurred in connection with such action or proceedings, to be determined by the court or arbitrator(s).

Ambiguities

12. Each party and its legal counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

Venue


13. This Agreement is entered into and to be performed in Tulare County, California.

Entire Agreement

14. This Agreement constitutes the entire agreement between the City and CHMA relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by all parties named above.


Executed on March 21, 2017, at Porterville, California.

CITY OF PORTERVILLE, LICENSOR



Milt Stowe, Mayor

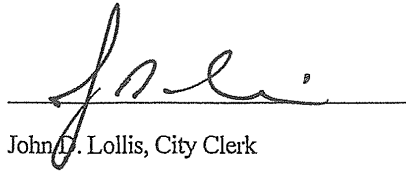
COMISION HONORIFICA MEXICANA AMERICANA, INC., LICENSEE

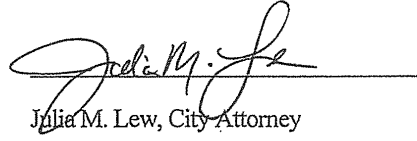


Roberto de la Rosa, President

ATTEST:

APPROVED AS TO FORM


John D. Lollis, City Clerk


Julia M. Lew, City Attorney