

COUNCIL AGENDA: September 17, 2013

SUBJECT: PROVISION OF SENIOR CITIZEN PROGRAMS AND SERVICES

SOURCE: Administration

COMMENT: At its meeting on September 3, 2013, the City Council considered the provision of senior citizen programs and services in the community. Having identified the consolidation and administration of such programs and services at the Santa Fe Depot as a priority, the City Council directed that representatives for the Kings/Tulare Agency on Aging (K/T AAA) and the Greater Porterville Senior Citizens' Council (Senior Council) meet to formulate a collaborative agreement for the use of the Santa Fe Depot facility, with a follow-up report to be provided to the City Council at this meeting.

As directed by the City Council, representatives for K/T AAA and the Senior Council met on Wednesday, September 11<sup>th</sup>. According to the representatives, the meeting was not tremendously productive, with the parties agreeing somewhat in concept to K/T AAA's use of the Santa Fe Depot during the week (Monday – Friday, 8:00 A.M. – 5:00 P.M.), with the Senior Council wanting to limit the facility's use by K/T AAA after 5:00 P.M. and during the weekends. Senior Council also proposed receiving \$650/month in rent from K/T AAA for the use of the facility, in addition to K/T AAA paying an undetermined share of the facility's utilities. Senior Council provided support for its proposal given that K/T AAA is currently paying \$1,000/month in rent to Comision Honorifica Mexicana Americana (CHMA) for the use of the Community Center, though not currently paying any additional utility costs.

According to K/T AAA representatives, the K/T AAA Board of Directors would prefer that their programs be delivered at the Santa Fe Depot in a consolidated service model for the benefit of the community's senior citizens, though recognizing that the City Council must be in agreement. If such an arrangement is not agreed to, then the continued provision of its programs and services at the CHMA Community Center is acceptable. CHMA is apparently agreeable to continue to extend its "month-to-month" lease agreement with K/T AAA beyond this month (September) while it discusses relocating to the Santa Fe Depot, and is also open to negotiating a longer-term lease, though with an increased lease amount.

C/M 

Item No. 11

City Council also discussed, as an alternative to a collaborative agreement between K/T AAA and Senior Council in the use of the Santa Fe Depot facility, the City becoming the lead agency in the administration and scheduling of programs and services at the facility. Such a delivery model would require that the City issue a ninety (90) day Notice of Termination of its sub-lease agreement with the Senior Council.

**RECOMMENDATION:** That the City Council consider and provide direction on the provision of programs and services for the benefit of the community's senior citizens.

**ATTACHMENT:** September 3<sup>rd</sup> City Council Staff Report

SUBJECT: PROVISION OF SENIOR CITIZEN PROGRAMS AND SERVICES

SOURCE: Administration

COMMENT: At its meeting on June 18, 2013, the City Council was scheduled to consider a License Agreement between the Greater Porterville Senior Citizens' Council (Senior Council), Community Services Employment Training (CSET), and the City of Porterville for the joint use of the Santa Fe Depot facility. CSET was recently contracted by the Kings/Tulare Agency on Aging (K/T AAA) to serve as the provider of local community-based programs and services for senior citizens, including: counseling, in-home and dining centers, educational and employment opportunities, health promotions, legal assistance, and money management. Through a sub-lease agreement with Comision Honorifica Mexicana Americana (CHMA) since 2007, K/T AAA has locally administered its programs and services at the CHMA Community Center. Prior to 2007, K/T AAA programs and services were administered under the Senior Council at the Santa Fe Depot. Due to concerns expressed by patrons of the programs and services provided by K/T AAA in transitioning from the CHMA Community Center to the Santa Fe Depot, K/T AAA requested that the City Council not consider the proposed License Agreement, and allow additional time for K/T AAA (and CSET) to address their patron's concerns.

Since 1984, the City has held a Lease Agreement with the Housing Authority of the County of Tulare for the City's use of the Santa Fe Depot, to provide general community-based activities. Concurrently, the City has held a Sub-Lease Agreement of the facility with the Senior Council, for the purpose of conducting activities for senior citizens. In 2009, the City entered into a new twenty (20)-year Lease Agreement, with a City-option for an additional ten (10)-year term. In 2010, the City entered into an extension of its Agreement with Senior Council for the remainder of the calendar year, with no current successor Agreement. Pursuant to the effective Sub-Lease Agreement, either party may terminate the lease with ninety (90) days written notice to the other party.

In 2010, the City entered into a Memorandum of Understanding (MOU) with K/T AAA to facilitate the locally-administered programs and services for senior citizens, especially the in-home and dining center. Having expired July 2013, the draft License Agreement with CSET and Senior Council was intended to serve as a major component of the successor MOU.

C/M 

Item No. 17

City representatives have attended recent outreach meetings hosted by K/T AAA and CSET for senior citizens at both the CHMA Community Center and Santa Fe Depot. The purpose of the outreach meetings was to receive input and feedback from senior citizens on their desires and interests for programs and services. Generally, the program and service desires and interests expressed by the meeting attendees involved increasing the available space and hours of operation.

Beginning in 2012, K/T AAA approached the City regarding potentially moving their programs and services from the CHMA Community Center due to available space and hour limitations, and the prospect of locating at the Santa Fe Depot was discussed given the available space and hours of the facility. With a broader objective and interest of consolidating senior citizen programs and services in a single facility, and after several meetings of the parties, the CSET/Senior Council License Agreement was originally drafted. With CSET as the contracted operator, additional programs and services are available to senior citizens than those customarily offered by K/T AAA, including: energy efficiency and weatherization residential upgrades, income tax preparation, and utility assistance.

Members of the City Council have expressed their interests in having the City take a more active role in support of the community's senior citizens, as well as enhancing the programs and services offered. The concept of establishing a "Senior Commission" to advise the City Council on senior citizen affairs and concerns has also been discussed, similar in purpose and scope to the City's other established Commissions. CSET has also expressed its interest to partner with the City and have an active role in coordinating programs and services for senior citizens.

Absent a long-term Sub-Lease Agreement with the City for the use of the Santa Fe Depot, and given K/T AAA and CSET's interest to transition their programs and services to the Santa Fe Depot, the Senior Council has discussed their primary interest that the current member organizations currently utilizing the Depot for meeting (i.e. Rollin' Relics Car Club) maintain the ability to regularly meet, which should be accommodated given an interest to facilitate an active and vibrant center for senior citizens.

**RECOMMENDATION:** That the City Council consider and provide direction on the provision of programs and services for the benefit of the community's senior citizens, in addition to the City's role in providing and/or supporting such, as well as providing direction on where such programs and services would be accessed.

- ATTACHMENTS:
1. Lease Agreement between City of Porterville and Housing Authority of the County of Tulare
  2. Sub-Lease Agreement between City of Porterville and Greater Porterville Senior Citizens' Council
  3. Memorandum of Understanding between City of Porterville and Kings/Tulare Area Agency on Aging
  4. Draft License Agreement between City of Porterville, CSET, and Greater Porterville Senior Citizens' Council

## LEASE AGREEMENT

This LEASE is made between HOUSING AUTHORITY OF THE COUNTY OF TULARE ("AUTHORITY") and the CITY OF PORTERVILLE ("CITY") as follows.

### I. DESCRIPTION

AUTHORITY leases to CITY and CITY leases from AUTHORITY those certain premises located at 270 N. 4<sup>th</sup> Street, Porterville, California, more particularly described in Exhibit "A", attached hereto and incorporated by this reference.

### II. TERM

The term of this lease shall begin on September 1, 2009, and shall continue for a period of twenty (20) years, to and including August 30, 2029; provided that CITY shall have the option to renew for an additional ten (10) years, by giving AUTHORITY written notice of such election at least six (6) months prior to the expiration of the term.

### III. RENT

CITY shall pay as rent for the term of this lease the annual sum of Two Thousand Dollars (\$2,000.00) payable in advance annually; provided that each year after year one (1) said rent shall be increased by three percent (3%).

### IV. TAXES, ASSESSMENTS, UTILITIES, & INSURANCE

CITY shall pay promptly when due and hold AUTHORITY harmless from any and all real or personal property taxes, assessments of any kind, all charges for utilities and services furnished to the premises, including but not limited to gas, water, electricity, telephone, refuse collection, sewer, and all associated charges.

AUTHORITY shall, at its' expense, insure the improvements on the premises against the perils of fire and extended coverage, with loss payable to AUTHORITY, with coverage in the full amount of the replacement value of all improvements on the premises. CITY shall maintain public liability insurance, or any approved self-insurance program, with ten million dollar limits, with AUTHORITY as a named insured, covering any and all liability arising out of the ownership, use, and maintenance of the premises.

#### V.

#### USE

The premises are leased solely and exclusively for general community-based functions and activities, and may not be used for any other purpose or purposes whatsoever, without the prior written consent of AUTHORITY; provided that no such uses shall be of a political nature.

#### VI.

#### LIABILITY OF AUTHORITY

AUTHORITY shall not be liable for any damage, loss, or injury to persons or property suffered in, on, or about the premises, and CITY agrees to indemnify, defend, and hold AUTHORITY harmless against any claim, demand, suit, or judgment so arising.

#### VII.

#### MAINTENANCE

Except as agreed by AUTHORITY, CITY agrees to maintain and keep in good and clean order and repair and replace the same, as necessary, the premises, and to keep the landscaping, parking areas, and building exteriors clean and properly cared for and maintained at all times, to the reasonable satisfaction of AUTHORITY.

AUTHORITY shall be responsible for major building and property repairs, including repair and replacement of building equipment and fixtures, and repairs to the roof, plumbing, heating, ventilation, electrical and air conditioning systems.

Prior to the effective date of this Lease, CITY shall prepare and provide to AUTHORITY a detailed list of repairs and corrections to the building and property and AUTHORITY shall make all such repairs and corrections at its sole expense. A copy of said list shall be attached as Exhibit "B" and incorporated by this reference.

**VIII.**  
**SUBLETTING AND ASSIGNMENT**

CITY may not assign its interest in this lease but may sub-lease all or any part of the premises provided it first notifies AUTHORITY in writing.

**IX.**  
**ALTERATIONS**

No alterations, modifications, or additions to the premises may be made without the prior written approval of AUTHORITY.

**X.**  
**ACTIVITIES**

CITY acknowledges that adjacent property is a Senior Citizen's Housing Complex, and agrees that it will not permit or commit any act or activity on the premises which may disturb the quiet enjoyment of the residents of such adjacent housing.

**XI.**  
**EASTERLY ACCESS TO CITY ADJOINING PROPERTY**

AUTHORITY shall not unreasonably withhold future approval of CITY requests to create openings along the easterly line of the property to allow access to CITY owned adjoining property at such time as CITY elects to construct CITY owned and operated facilities on such adjoining property. The precise location of such access points shall be mutually agreed upon by the parties.

**XII.**  
**TERMINATION WITHOUT CAUSE**

Either party shall have the right to terminate this Lease at any time, without cause, by giving the other party written notice of such election at least twelve (12) months prior to the effective date of such termination. Rents paid by CITY or due from CITY shall be prorated as is necessary and applicable.



**XIII.**  
**TERMINATION FOR CAUSE**

Either party may terminate this Lease for cause upon giving thirty (30) days written notice of the grounds for such termination, and if the notified party fails to remedy the breach prior to the effective date of said termination. However, if the nature of the default is such that it cannot be reasonably cured within a 30-day period, the notified party shall not be deemed to be in default if it commences that cure within the 30-day period and thereafter diligently prosecutes it to completion.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 31<sup>st</sup> of July, 2009.

HOUSING AUTHORITY OF THE  
COUNTY OF TULARE

By: Ken Kugler

ATTEST:

Cynthia Fuentes  
By:

CITY OF PORTERVILLE

Cameron Hamilton  
Cameron Hamilton, Mayor

ATTEST:

John D. Lollis, City Clerk

J. D. Lollis

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EXHIBIT "A"

DESCRIPTION:

A parcel of land in the City of Porterville, County of Tulare, State of California, being a portion of Lots 1 through 6, inclusive, and Lots 8 through 18, inclusive, of Henrahan Place, as said lots are shown on map recorded in Volume 9 of maps, Page 13, Records of said County, and a portion of those certain vacated streets and alleys described in resolution of the Board of Trustees of the City of Porterville, recorded in Volume 8 of Miscellaneous Records, Page 210, Records of said County, described as follows:

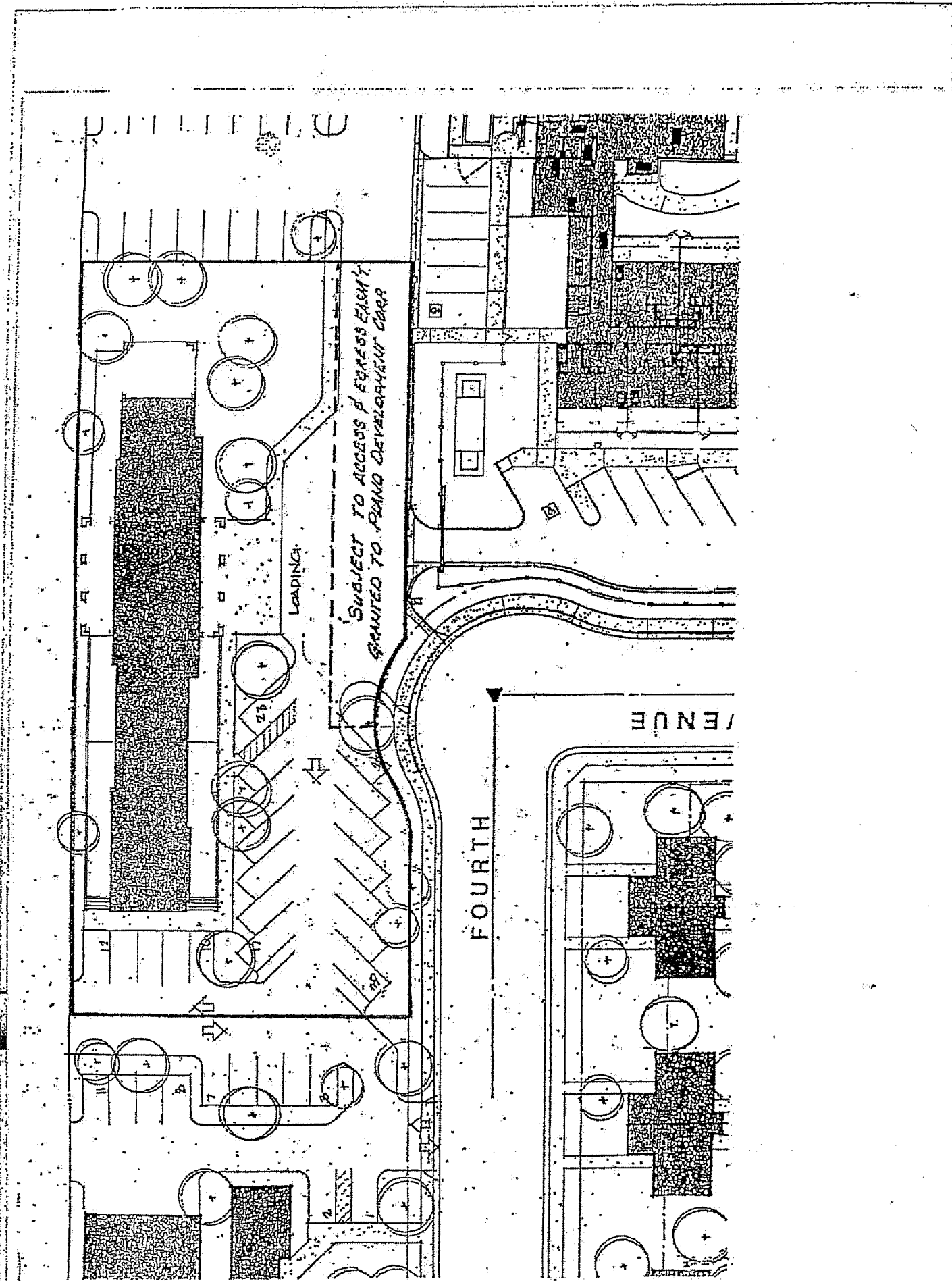
Beginning at the intersection of the northerly line of Putnam Avenue with the easterly line of Fourth Street, as said avenue and street are shown on said map of Henrahan Place; thence northerly along said easterly line 582.90 feet to a point in a line parallel with and distant northerly 582.90 feet at right angles from said northerly line; thence easterly along said parallel line, 115.90 feet to a point in a line parallel with and distant easterly 115.90 feet at right angles from said easterly line; thence southerly along last said parallel line, 582.90 feet to a point in said northerly line; thence westerly along said northerly line, 115.90 feet to the point of beginning.

Excepting there from the south 220 feet thereof, and  
Also excepting there from the north 105 feet thereof.

Subject to an easement for ingress and egress over that portion of Lots 2 and 3 of Henrahan Place per map recorded in Book 9 Page 13 of maps, in the office of the County Recorder of said county, and a portion of certain vacated streets described in resolution of the Board of Trustees of the City of Porterville recorded in Book 8 of Miscellaneous Records, Page 210, Tulare County Records, in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

Beginning at the southwest corner of Lot 1 of said Henrahan Place; thence north  $00^{\circ} 58' 45''$  east along the westerly line of Lots 1 and 2 of said Henrahan Place, a distance of 220.00 feet to the true point of beginning; thence continuing north  $00^{\circ} 58' 45''$  east along the westerly line of said Lots 2 and 3 and the northerly prolongation of the westerly line of said Lot 3, a distance of 129.97 feet to a point on a curve concave to the west, said curve having a radius of 50.00 feet and a chord bearing of north  $15^{\circ} 25' 22''$  east; thence northeasterly along said curve through a central angle of  $42^{\circ} 29' 36''$  an arc distance of 37.08 feet; thence south  $89^{\circ} 27' 21''$  east along a line parallel to the southerly line of Lot 1 of said Henrahan Place a distance of 15.94 feet; thence south  $00^{\circ} 51' 94''$  west along a line parallel to the southerly prolongation of the westerly line of Lot 4 of said Henrahan Place a distance of 16.72 feet; thence south  $00^{\circ} 58' 45''$  west along a line parallel to the westerly line of said Lots 2 and 3 and the northerly prolongation of the westerly line of said Lot 3, a distance of 148.28 feet; thence north  $89^{\circ} 27' 21''$  west along a line parallel to the southerly line of Lot 1 of said Henrahan Place a distance of 25.00 feet to the true point of beginning.

All is delineated in red on the attached sketch of the subject premises.



LOADING

SUBJECT TO ACCESS & EGRESS EASY  
GRANTED TO PARK DEVELOPMENT CORP

FOURTH

VENUE

**EXHIBIT "B" to LEASE AGREEMENT**

**PROPERTY LOCATION 270 N. 4TH STREET  
(SANTA FE DEPOT)**

**PROPERTY REPAIRS/CORRECTIONS NEEDED**

Rear electrical plug needs plate

Dry rot on roof corbels

Cracking @ interior walls

Floor separating from wall

Strap water heater

Sink in HC restroom needs wrapping

GFI plugs required @ counters

Remove/replace handicap ramp

Stucco cracks

Roof mastic failing, re-roof possibility

Wall mastic separating from building

Roof holds water near AC

Clean roof of debris

Holes in exterior stucco

Install screens on exterior vents

Remove extension cords from basement

Secure ceiling conduits

Major sidewalk cracks on south side

4th St. drive approach & gutter

Damaged conduit/exposed wiring @ roof

Secure storm drain lid @ landscape

Low spot in sidewalk @ water meter

Trim back shrubs from sidewalk

AMENDMENT NO. 1 TO SUB-LEASE AGREEMENT  
WITH GREATER PORTERVILLE SENIOR CITIZEN'S COUNCIL

The City of Porterville, a Municipal Corporation ("the City") and the Greater Porterville senior Citizen's Council ("the Senior Council"), having entered into a Sub-lease Agreement dated November 15, 1983, make the following recitals and hereby agree to amend said Agreement.

RECITALS

Whereas, the Senior Council is in need of continued use of the Santa Fe Depot; and

Whereas, the City desires the Senior Council to continue oversight and use of the Santa Fe Depot.

Now, therefore, it is agreed by and between the City and the Senior Council that the Sub-lease Agreement dated November 15, 1983 be amended, to wit:

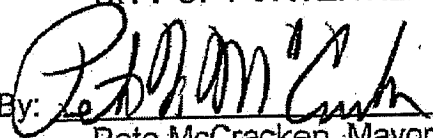
1. The term of the Agreement shall end December 31, 2010 or earlier should a new Sub-lease Agreement be entered into.
2. The Senior Council may utilize the Santa Fe Depot for purposes compliant with the current Housing Authority Lease Agreement with the City.
3. The City is fully responsible for the lease payment to the Housing Authority through the term of this Sub-lease Agreement.
4. The Friends of the Porterville Library ("the Friends"), at their sole option, shall have the ability to continued use of the basement portion of the Santa Fe Depot building through June 30, 2010, subject to the Friends continuance as members in good standing with the Senior Council and payment to the Senior Council of a space usage fee of \$100 per month.
5. The Senior Council and the City will continue diligent efforts to compile a new longer term sublease to be effective at the earliest possible date on or following July 1, 2010.

Dated: 02/02/2010

GREATER PORTERVILLE SENIOR CITIZENS COUNCIL

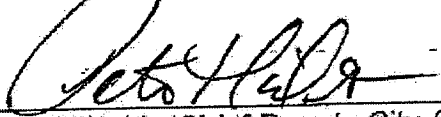
By: Lloyd Winher  
Lloyd Winher, President

CITY OF PORTERVILLE

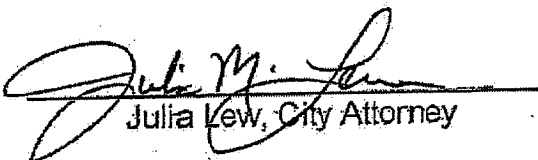
By:   
Pete McCracken, Mayor

ATTEST:

John Lollis, City Clerk

By:   
Patrice Hildreth, Chief Deputy City Clerk

Approved as to Form:

  
Julia Lew, City Attorney

## SANTA FE DEPOT LEASE

This sub-lease, made by the City of Porterville, a municipal corporation of the State of California, hereinafter referred to as LESSEE and the Greater Porterville Senior Citizen's Council, hereinafter referred to as SUB-LESSEE.

### R E C I T A L S

I. LESSEE is the LESSEE, from Housing Authority of Tulare County, of the real property located in the County of Tulare, State of California, known as the Santa Fe Depot, located at 270 N. 4th Street, Porterville, California, described in Exhibit A attached.

II. LESSEE wishes to sub-lease said real property to SUB-LESSEE and SUB-LESSEE wishes to lease said property from LESSEE upon the terms, conditions, and covenants hereinafter set forth. In consideration of the promises and conditions contained herein, the parties agree with each other as follows:

1. LESSEE hereby leases to SUB-LESSEE the property located at 270 N. 4th Street, Porterville, California, and known as the Santa Fe Depot for the purpose of conducting activities for senior citizens.

2. The term of the lease shall be for twenty-five (25) years commencing August 30, 1984 and ending August 30, 2009.

3. SUB-LESSEE agrees to pay all electrical, heating and cooling, telephone and any other utility costs during the period of this sub-lease.

4. SUB-LESSEE agrees to assume, in labor, or pay all costs of janitorial services during the period of this sub-lease, to the satisfaction of the City.

5. SUB-LESSEE agrees to assume, in labor, or pay all costs of landscape maintenance during the period of the sub-lease, to the satisfaction of the City.

6. The rent shall be in the sum of \$1.00 per year, with twenty-five dollars (\$25.00) due and payable on December 1, 1983.

7. In the event of failure of SUB-LESSEE to meet their obligations, it shall be lawful for LESSEE to re-enter said premises and remove all persons and property therefrom.

8. SUB-LESSEE will not commit or allow any waste upon premises or any public or private nuisance or other act which may disturb the quiet enjoyment of other persons residing in the intermediate area.

9. SUB-LESSEE further agrees that it shall keep and maintain the lease premises free from trash, rubbish, debris, litter, paper and other refuse.

10. SUB-LESSEE will not assign or sub-let these premises or any part thereof without the written consent of LESSEE.

11. SUB-LESSEE promises that during the term of this lease, it will maintain in full force and effect, an insurance policy which will insure and indemnify LESSEE, and the Housing Authority of Tulare County, against liability or financial loss resulting from injuries occurring to persons or property on or about the demised premises, the insured amount not to be less than \$300,000.00 for bodily injury including accidental death to one or more persons, each accident and \$50,000.00 property damage, each accident. These policy coverage amounts shall be reviewed every five (5) years to be modified to the satisfaction of the LESSEE.

12. SUB-LESSEE will permit LESSEE to enter said premises at reasonable times for the purposes of inspecting same or for other reasons as deemed necessary by the LESSEE.

13. In case of suit, or because of breach of any terms, conditions and covenants contained herein, prevailing party will pay a reasonable attorney's fee, which shall be fixed by the court as part of the cost of such suit.

14. Any improvements performed by SUB-LESSEE shall have written approval of the City Council and Tulare County Housing Authority and shall meet all applicable standards and codes as established by City, County, State and Federal laws and regulations.



15. SUB-LESSEE agrees to abide by all City, County, State and Federal laws in the operation of the facility including coverage of all employees and volunteers with worker's compensation insurance.

16. Either party may terminate this lease with ninety (90) days written notice to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 15<sup>th</sup> of November, 1983.

BY Rex Mainord  
Rex Mainord, Greater Porterville  
Senior Citizen's Council

BY Steven Tree  
Steven Tree, Mayor  
City of Porterville

ATTEST:

C. G. Huffaker  
C. G. Huffaker, City Clerk

EXHIBIT "A"

DESCRIPTION:

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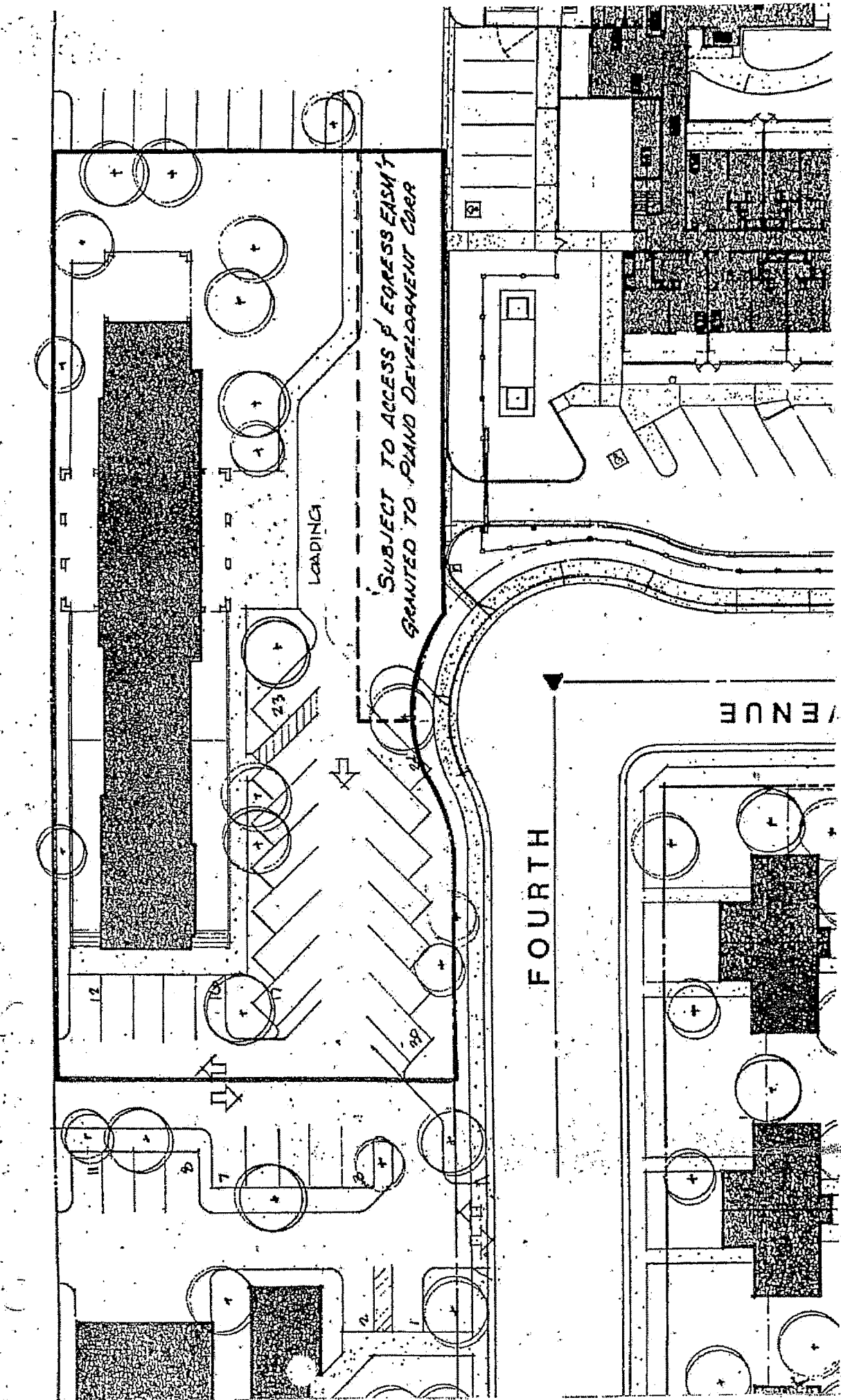
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All is delineated in red on the attached sketch of the subject premises.



MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF PORTERVILLE AND  
KINGS/TULARE AREA AGENCY ON AGING  
TO FACILITATE A SENIOR NUTRITION PROGRAM

This Memorandum of Understanding (MOU) is entered into between the City of Porterville (CITY) and the Kings/Tulare Area Agency on Aging (K/T AAA) to facilitate a Senior Nutrition Program (PROGRAM) within CITY boundaries.

**A. RESPONSIBILITIES**

CITY shall contribute financial support to K/TAAA in advance on a quarterly basis and within the term of this MOU to facilitate a senior citizens PROGRAM. Contributions in the amount of \$3,500 shall be made by the fifteenth day of the first month of each calendar quarter, commencing July 1, 2010.

K/T AAA shall provide, within the boundaries of CITY, a five-day per week PROGRAM to provide senior citizens with congregate meals and other services commensurate with such PROGRAM as K/T AAA operates within other communities. K/T AAA shall utilize the funds contributed by CITY for any legal purpose as determined by K/T AAA; make all necessary arrangements for the PROGRAM; shall indemnify, defend, and hold harmless CITY from any and all claims, actions, and losses arising from the activities of K/T AAA to the fullest extent permitted by law. For any calendar quarter in which the PROGRAM is discontinued, the contribution provided by CITY shall be prorated, with refund made to CITY within thirty days for the term in which the PROGRAM was not provided.

**B. TERM**

The term of this MOU shall be for a period of twelve calendar quarters commencing July 1, 2010, and ending June 30, 2013. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least one calendar quarter in advance of the effective withdrawal date.

**C. MODIFICATION AND ASSIGNMENT**

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this MOU at Porterville, California on this \_\_\_\_ day of \_\_\_\_, 2010.

CITY OF PORTERVILLE

KINGS/TULARE AREA AGENCY ON AGING

By: \_\_\_\_\_  
Pete V. McCracken, Mayor

By: \_\_\_\_\_  
John M. Davis, Director

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

**Parties**

1. This license agreement is entered into by and between the Porterville Senior Council ("Senior Council"), licensee, Community Services Employment Training ("CSET"), licensee, and the City of Porterville ("City"), licensor.

**Description of Property**

2. City is the lessee of certain real property situated in the City of Porterville, and more particularly described as the Porterville Santa Fe Depot ("Depot") located at 280 N. 4<sup>th</sup> Street, Porterville, California.

**Grant of License**

3. In consideration for and in accordance with the terms and conditions of this agreement, City grants the following Licenses ("the Licenses") to perform the following acts on the Property:
  - a. CSET shall have exclusive use of the upper level main room of the Santa Fe Depot Monday-Friday of each week between the hours of 8:30 a.m. and 2:30 p.m. for food services and programs.
  - b. If available, CSET may use the lower level on occasion by prior arrangement with the Senior Council.
  - c. CSET shall provide regular senior citizen meal programs, in compliance with California Department of Aging food service guidelines, and services commensurate with services provided elsewhere in the Kings/Tulare Area Agency on Aging (KTAAA) service area.
  - d. CSET shall have use of the kitchen area on occasion and for special events such as holidays. Advanced notification should be submitted to the Porterville Senior Council preferably two weeks prior to use.
  - e. CSET shall have use of the storage room in the upper level main room for an office that CSET may secure.
  - f. CSET shall be responsible for the cleanliness of all areas utilized including the restrooms, and for stocking the restroom with paper products during and after use.
  - g. The Porterville Senior Council shall have exclusive use of the entire Santa Fe Depot seven days per week Monday-Friday 8:30 a.m. - 2:30 p.m., with the exception of the upper level main room and the other areas noted in this Agreement.
  - h. The Porterville Senior Council shall schedule all activities in the Santa Fe Depot aside from CSET's daily 8:30 a.m. - 2:30 p.m. usage, and notify CSET of the schedule.

#### **Other Rights and Obligations**

4. The following incidental rights and obligations accompany the License and the use of the property:
- a. The City currently leases said property from Tulare County Housing Authority for the annual sum of Two Thousand Dollars (\$2,000.00) payable in advance annually to the Housing Authority of the County of Tulare; provided that each year said rent shall be increased by three percent (3%). The Tulare County Housing Authority is not a party to this Agreement.
  - b. CSET shall pay to the Porterville Senior Council the cost of utilities, refuse service, pest control, other routine maintenance of the facility incurred by CSET usage. This amount will be reviewed monthly.
  - c. CSET shall have full and exclusive management authority over the program areas during the times of program use, and shall assume full responsibility for the timely cleaning of all areas used after all Licensee activities.
  - d. CSET shall be permitted to install telephone services and assume all responsibility for installation, control of use, and service cost.
  - e. CSET shall provide an insurance certificate naming the City, the Senior Council, and the Tulare County Housing Authority as additional insureds.
  - f. CSET will be responsible for interior modifications to accommodate their programs.
  - g. The Porterville Senior Council shall provide facility management oversight, routine building and grounds maintenance, utility services, and schedule use of the building. The Senior Council shall coordinate with CSET on available resources.
  - h. The City, Porterville Senior Council and CSET shall meet semi-annually to address any concerns and coordinate schedules for the next six months.
  - i. The City shall facilitate, with Housing Authority of the County of Tulare, major building and property repairs, including repair and replacement of building equipment and fixtures, and repairs to the roof, plumbing, heating, ventilation, electrical and air conditioning systems.

In exercising these rights and obligations, Senior Council and CSET must use reasonable care and may not unreasonably increase the burden on the Property.

#### **License Non-assignable**

5. This License is personal to the licensees 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 licensees by the grant of this License.

#### **Term of License**

6. This License shall be for a term of one year, commencing July 1, 2013, and terminating on July 1, 2014. The parties may agree to extend this Agreement,

with the terms of said Agreement to be reviewed and adjusted as the parties deem to be appropriate prior to renewal.

#### **Termination of License**

7. On or before the termination date for this License specified in paragraph six of this agreement, CSET and Senior Council shall remove all of their personal property from the Property and shall leave 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 the Senior Council and/or CSET 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 the party's(ies') receipt of written notice of the violation and its failure 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.

#### **Termination**

9. The parties understand that the City has leased the premises from Tulare County Housing Authority, and said sublease is not scheduled to expire during the term of this Agreement. However, in the event the property is no longer available to the City, the License herein granted shall cease to be in effect, and the parties' obligations to each other under this Agreement also cease.

#### **Entire Agreement**

10. This Agreement constitutes the entire Agreement between the City, CSET, and the Senior Council 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the \_\_\_\_\_ of \_\_\_\_\_, 2013.

PORTERVILLE SENIOR COUNCIL

\_\_\_\_\_  
President

COMMUNITY SERVICES EMPLOYMENT TRAINING

\_\_\_\_\_

CITY OF PORTERVILLE

Virginia R. Gurrola, Mayor

ATTEST:

John D. Lollis, City Clerk

APPROVED AS TO FORM

Julia M. Lew, City Attorney