

COUNCIL AGENDA: JANUARY 7, 2014

**SUBJECT:** APPROVAL OF LICENSE AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND COMMUNITY SERVICES EMPLOYMENT TRAINING

**SOURCE:** PARKS AND LEISURE SERVICES DEPARTMENT

**COMMENT:** The City currently leases the Santa Fe Depot located at 280 N. Fourth St. from the Tulare County Housing Authority. At its meeting on September 17, 2013, the City Council directed the City to become the lead agency in the administration and scheduling of senior programs and services in the Santa Fe Depot. Community Services Employment Training (CSET) is currently under contract with Kings/Tulare Area Agency on Aging (KTAAA) to provide the regular senior citizen meal program, and senior services commensurate with services provided elsewhere in the KTAAA service area. The services are currently being held at the Comision Honorifica Mexicana Americana Community Center.

This license agreement is for CSET to provide expanded senior services at the Santa Fe Depot. CSET shall pay the City the cost of utilities and refuse service incurred by their usage. The City will provide facility management oversight, routine building and grounds maintenance, utility services, and schedule use of the building.

The term of the License shall be for one year, commencing January 8, 2014, and terminating on January 20, 2015. The City and CSET are to meet near the end of the term to address and evaluate any concerns. Staff will bring an item back to Council at the end of the one year to report how the partnership is working out and make recommendations concerning renewal of the agreement.

**RECOMMENDATION:** That the City Council approve the Santa Fe Depot usage license with CSET, and authorize and direct the Mayor to execute the same.

**ATTACHMENT:** License with CSET

DJ Director MB Appropriated/Funded

J City Manager

ITEM NO.: 6

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

**Parties**

1. This license agreement is entered into by and between 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 CSET to perform the following acts on the Property:
  - a. CSET shall have exclusive use of the Santa Fe Depot Monday-Friday of each week between the hours of 8:00 a.m. and 5:00 p.m. for food services and programs.
  - b. 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.
  - c. 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.
  - d. CITY shall have exclusive use of the Santa Fe Depot when not in use by CSET.
  - e. CITY shall schedule all activities in the Santa Fe Depot aside from CSET’s programs. CSET and CITY shall submit a monthly usage calendar to each other by the end of the month for usage in the upcoming month.

**Other Rights and Obligations**

4. The following incidental rights and obligations accompany the License and the use of the property:
  - a. 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 CITY the cost of utilities, refuse service, and pest control incurred by CSET usage. This amount will be reviewed and billed by the City and paid by CSET on a monthly basis, or as otherwise agreed by the parties.
- 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. CITY 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 Licensor activities.
- e. CSET shall be permitted to install telephone services and assume all responsibility for installation, control of use, and service cost.
- f. CSET shall provide an insurance certificate naming the City, and the Tulare County Housing Authority as additional insureds.
- g. CSET shall be responsible for interior modifications to accommodate their programs, but said modifications shall not be made without the prior written consent of the City.
- h. CSET shall be responsible for repair of any damages incurred during CSET usage of the building, including CITY owned items.
- i. CITY shall provide facility management oversight, routine building and grounds maintenance, utility services, and schedule use of the building.
- j. CITY and CSET shall meet annually to address any concerns and coordinate schedules.
- k. 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, 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 commence January 8, 2014, and terminate January 20, 2015. 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. Notwithstanding the above-referenced term, either party may terminate this Agreement with at least 90 days prior written notice. On or before the termination date for this License, CSET shall remove all of their personal property from the

Property and shall leave the Property to CITY in good order and repair to the reasonable satisfaction of CITY, normal wear and tear excepted.

**Default**

8. In the event 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 CITY, upon CSET's 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. CSET understands that 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 CITY, the License herein granted shall cease to be in effect, and the parties' obligations to each other under this Agreement also cease.
10. To the fullest extent permitted by law, CSET shall hold harmless, defend (with counsel approved by the City) and indemnify City and its officers, officials, employees and volunteers from and against all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Licensee and its employees, agents, subcontractors, and/or volunteers, except where caused by the active negligence, sole negligence or willful misconduct of the City. The provisions of this section survive completion of the services or the termination of this Agreement. The provisions of this section are not limited by the provisions of this Agreement relating to insurance.

**Entire Agreement**

11. This agreement constitutes the entire Agreement between CITY and CSET 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 \_\_\_\_\_, 2014.

COMMUNITY SERVICES EMPLOYMENT TRAINING

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CITY OF PORTERVILLE

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Cameron J. Hamilton, Mayor

ATTEST:

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John D. Lollis, City Clerk

APPROVED AS TO FORM

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Julia M. Lew, City Attorney