

**COUNCIL AGENDA: JUNE 18, 2013**

**SUBJECT:** LICENSE AGREEMENT BETWEEN THE PORTERVILLE SENIOR COUNCIL, COMMUNITY SERVICES EMPLOYMENT TRAINING, AND THE CITY OF PORTERVILLE

**SOURCE:** PARKS AND LEISURE SERVICES DEPARTMENT

**COMMENT:** The City of Porterville leases the Santa Fe Depot, 280 N. 4<sup>th</sup> St., from the Housing Authority of Tulare County for \$2,000 a year. The premises are leased for general community-based functions and activities. The Porterville Senior Council has been the sublessee of the building to provide such services. The Porterville Senior Council is interested in a new agreement as their current one has expired.

Community Services Employment Training (CSET) has proposed to provide regular senior citizen meals, as well as other senior programs, commensurate with services provided elsewhere in the Kings/Tulare Area Agency on Aging service area.

The Porterville Senior Council will provide facility management oversight, utility services, and routine building and grounds maintenance. The Porterville Senior Council will schedule all activities in the Santa Fe Depot aside from CSET's daily 8:30 a.m. – 2:30 p.m. usage.

CSET will pay to the Porterville Senior Council the cost of the utilities, refuse service, pest control, and other routine maintenance of the facility incurred by CSET usage.

The License shall be for a term of one year, commencing July 1, 2013, and terminating on July 1, 2014.

**RECOMMENDATION:** That the City Council approve the license agreement between the Porterville Senior Council, Community Services Employment Training, and the City of Porterville.

**ATTACHMENT:** License Agreement

21 Director MB Appropriated/Funded

[Signature] City Manager

**ITEM NO.:** 12

**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