

## LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the City of Santa Rosa, a municipal corporation ("City") and the Council on Aging Services for Seniors, a California non-profit corporation ("COA" and/or "Licensee").

### RECITALS

- A. The City provides recreational and leisure services to the citizens of Santa Rosa through the Department of Recreation and Parks ("Department") at various recreational facilities.
- B. The Department has determined that certain of its recreational facilities currently have some capacity to support ancillary services without compromising the core mission of the Department to provide recreation and leisure activities.
- C. COA desires to provide a Congregate Meal Program ("Program") to senior citizens by using designated recreational facilities and rooms and at no cost to the participants, the Department, or the City.
- D. The City recognizes that the Program would serve a public purpose and governmental purpose of providing a health service to the senior citizens of Santa Rosa through a nutritional lunch meal.
- E. The City desires to make the Bennett Valley Senior Center ("Facility") available to COA on a license basis for the purpose of providing the Program.

Now, therefore, the parties agree as follows:

#### 1. LICENSE

- A. The City hereby grants to Licensee the right to use certain areas of the Facility as follows:

**California Room (Room 10) from 12:00 noon to 2:00 PM Monday - Friday**

**Kitchenette from 11:00 AM to 2:00 PM Monday - Friday**

- B. Licensee shall use the Facility for the purpose of the Program and for no other purpose without the prior written consent of the Director of Recreation and Parks, or the Director of Recreation and Park's designee ("Director").
- C. The Department and Licensee may modify the dates and time of Facility use when agreed to in writing by both parties.
- D. Licensee will provide the Program to qualifying persons on weekdays when the Facility is open to the public. Licensee understands and agrees that the Facility will be closed on City-observed holidays.

- E. Payment shall not be a requirement for persons to participate in the Program, although donations may be accepted at the Facility by Licensee.
- F. Licensee will provide all volunteers and workers, food, supplies, and equipment to carry out the Program.
- G. Licensee will ensure its volunteers and workers possess any required training and certifications. Licensee shall comply with all County of Sonoma Department of Health Services rules and regulations for the handling, preparation, and service of food.
- H. Use of Facility by Licensee includes use of available tables, chairs and kitchenette equipment.
- I. Licensee will provide the Department with daily use and donation/revenue statistics. The usage report shall be delivered by Licensee to the Department at the end of each month that the Program is held.
- J. City reserves the right to reassign space and move the Program to any other appropriate space(s) in the Facility.
- K. City shall provide normal custodial services and utilities.
- L. Licensee will remit one hundred dollars and no cents (\$100.00) to City per month to assist with the cost of utilities.
- M. Licensee shall ensure that all trash is deposited to trash receptacles at the end of each Program day and that the Facility is left clean and sanitary at the end of each Program day.
- N. Licensee will immediately report any Facility issues, incidents, and/or accidents to the Department.
- O. Licensee understands and agrees that Facility may be scheduled for other uses on days and times when not scheduled by the Department for Licensee under this Agreement.
- P. Licensee shall be solely responsible for the orderly conduct of all persons using the Facility and Program by its invitation, either expressed or implied. City reserves the right to eject from the Facility any person engaging in unlawful conduct.
- Q. No signs or advertisements shall be placed in, on, or about the Facility without the prior written consent of the Director and then only for the Program authorized by this Agreement. Licensee shall not publicize or cause to be publicized in any manner the Program contemplated by this Agreement prior to the execution of this Agreement by City and Licensee.
- R. Duly authorized representatives of City shall have the right to enter the Facility and all parts thereof at any time.

- S. City shall have the sole right to collect and have custody of articles left in or around the Facility by persons attending Licensee's Program. Neither Licensee nor Licensee's agents shall interfere with the City's collection and custody of such articles.
- T. Licensee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating or air conditioning systems or portions thereof in the Facility, nor do, nor permit to be done, anything which may interfere with free access to the public areas, streets, or sidewalks adjacent to the Facility.
- U. At the expiration of Licensee's date and time of use of the Facility or upon the sooner termination of this Agreement, Licensee shall vacate the Facility, remove all property brought to the Facility by, or on behalf of, Licensee.
- V. Licensee agrees to pay the cost of repair or replacement for all damages to Facility property of whatever origin or nature resulting from the negligence or intentional misconduct of Licensee, its officers, employees, agents, invitees or members, and the cost to maintain and store any of Licensee's property not removed from the Facility at the termination of this Agreement.
- W. The Director shall have the right to terminate all or part of this Agreement at any time when the Facility is required for public necessity or emergency use or at any time when the Director determines that termination is necessary to preserve the public peace, prevent damage to public property, or prevent riots, mobs or violence. Upon such termination, neither the City, nor its officers, agents or employees shall be liable to Licensee for any expenses or damages whatsoever related to the termination. In no event shall City, its officers, agents, or employees be liable to Licensee for lost revenue or consequential damages.
- X. If the Facility or any part thereof is destroyed or damaged by fire or any other cause, or if any unforeseen casualty, including strikes, labor disputes, war or acts of military authorities, shall render the performance of this Agreement difficult or impossible, this Agreement shall be automatically terminated. City shall not be held liable to Licensee for any damage caused by such termination and City shall be relieved from further liability by reason of this Agreement and no claims for compensation shall be made against City by Licensee. Should this License terminate or expire or should the terms and conditions of this License make it impossible or difficult to perform its obligations under this Agreement, the City shall not be liable to Licensee for any damages sustained by Licensee, whether direct or consequential, resulting therefrom.
- Y. Licensee, its officers, agents, employees and invitees, and members shall comply with all rules and regulations prescribed by Director for the use of the Facility and with all applicable rules and regulations, laws and ordinances of any governmental agency. No activity shall be held in the Facility that is in violation of any law.
- Z. Licensee shall not assign any right or obligation pursuant to this Agreement without the prior written consent of the Director. Any attempted or purported assignment without the Director's written consent shall be void and of no effect.

- AA. City retains the right to photograph any and all activities for its own purposes.
- BB. In the receipt, handling, care, custody and storage of property of any kind shipped or otherwise delivered to the Facility prior to, during or subsequent to the use of the Facility by Licensee, City and its employees shall act solely for the accommodation of the Licensee, and City shall not be liable for any loss or damage to the property.
- CC. Except as City may specify in writing, Licensee and Licensee's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Licensee and Licensee's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
- DD. Licensee agrees that the portion of the Facility assigned to Licensee is not leased to Licensee, that it is a Licensee and not a Lessee, and that its right to occupy the Facilities shall continue only so long as it strictly and promptly complies with each and all undertakings, provisions, covenants, agreements, stipulations, and conditions contained herein.
- EE. This license may create a possessory interest subject to property taxation. Licensee shall be subject to payment of property taxes levied on the possessory interest by the County of Sonoma. State law requires a public entity renting or leasing its property to a private party to notify the private party about the potential tax. If imposed, the interest tax is equal to 1% of the assessed value.
- FF. This Agreement shall have no force or effect whatsoever unless and until it has been executed by Licensee and the Director on behalf of the City of Santa Rosa. By its execution, Licensee covenants and agrees that it will faithfully perform and abide by each and every term, condition, and limitation of the license granted herein, each of which shall be a condition subsequent to continuance in effect of the license.

## **2. TERM**

The term of this Agreement shall be for one year commencing on the date it is made above. The term may be extended for a maximum of two (2) successive one year periods upon the written request of Licensee to Department no less than 60 days prior to the end of the initial term or renewal period and upon the written approval of the Director.

## **3. TERMINATION**

- A. Termination – Convenience. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

## **4. INDEMNITY**

Licensee shall defend, hold harmless and indemnify City, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys

or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, related to, or arising from, this Agreement, whether or not such Liabilities are (i) caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of City, or its agents, servants, or independent contractors who are directly responsible to the City, except when such agents, servants, or independent contractors are under the direct supervision and control of Licensee. The provisions of this Section shall survive any expiration or termination of this Agreement.

## **5. INSURANCE**

During the entire term of this Agreement, Licensee shall maintain the insurance coverage described in **ATTACHMENT ONE**. It is understood and agreed by the Licensee that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Licensee in connection with this Agreement.

## **6. NOTICES**

All notices required or permitted shall be in writing and shall be deemed delivered when mailed via United States Postal Service post office or served by personal delivery to the person or the office identified at the address provided below or at such other address as the receiving party may have prescribed by written notice to the sending party.

Initial addresses of the parties are as follows:

CITY:                      City of Santa Rosa  
                                 415 Steele Lane  
                                 Santa Rosa, CA 95403  
                                 Attention: Director of Recreation and Parks

Licensee:                Council on Aging Services for Seniors  
                                 30 Kawana Springs Road  
                                 Santa Rosa, CA 95404  
                                 Attention: COA President and CEO

## **7. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT**

The person signing this Agreement on behalf of Licensee warrants that he/she has the authority to do so and to bind Licensee to this Agreement and all the terms and conditions contained herein.

Each person signing below represents that he or she has read this Agreement, understand its terms, and agrees on behalf of such party that such party will be bound by those terms.

Executed as of the day and year first above stated:

**COUNCIL ON AGING SERVICES FOR SENIORS**  
a California non-profit Corporation

**CITY OF SANTA ROSA**  
a Municipal Corporation

Signatures of Authorized Persons:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

Attest:

\_\_\_\_\_  
City Clerk

Attachment: Attachment One, Insurance Requirements for License Agreements