



# staff report

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TO: Honorable Mayor and Members of the City Council

ATTENTION: Jeffrey L. Stewart, City Manager

FROM: Jim DellaLonga, Director of Economic Development

SUBJECT: Consideration and Possible Action to Receive and File Agreement File No. 697 with Partnership Housing, Inc., for the purpose of entry onto the property located at 8809 Ramona Street to complete surveying and related work in furtherance of developing plans and specifications for low and moderate income housing units

DATE: March 14, 2016

## **EXECUTIVE SUMMARY**

On February 11, 2016, the City entered into the above referenced License Agreement File No. 697 with Partnership Housing, Inc. The purpose of this agreement is to allow Partnership Housing, Inc. to enter the City-owned property located at 8809 Ramona Street for purpose of surveying work in furtherance of developing plans to develop an affordable housing project.

## **RECOMMENDATION TO THE CITY COUNCIL**

- 1) Receive and File Grant Agreement File No. No. 697
- 2) Alternatively, discuss and take other action related to this item.

## **FISCAL IMPACT**

No fiscal impact.

## **DISCUSSION**

On August 24, 2015, the City and Partnership Housing Inc. entered into a HOME CHDO agreement amounting to \$506,529 to develop a home owner occupied 3 to 5 units affordable housing project on City owned property located at 8809 Ramona Street. The City is anticipating to enter into a formal affordable housing agreement with Partnership Housing in the near future. As part of the affordable housing agreement, surveys and plans will need to be prepared to be attached as exhibits. The purpose of the license agreement is to allow Partnership Housing to enter City-owned property for furtherance of developing plans and surveys.

## **ATTACHMENT**

Agreement File No. 697 ..... 2

LICENSE AGREEMENT BETWEEN  
THE CITY OF BELLFLOWER  
AND  
PARTNERSHIP HOUSING, INC.  
AGREEMENT FILE NO. 697

THIS LICENSE is made and executed this 11<sup>th</sup> day of February, 2016, between the CITY OF BELLFLOWER, a municipal corporation ("CITY"), and PARTNERSHIP HOUSING INC., a non-profit organization ("Corporation").

1. LICENSE; DESCRIPTION OF PROPERTY. CITY licenses PARTNERSHIP HOUSING INC. to use, on the terms and conditions in this License, a portion of the real property located within CITY's property located at 8809 Ramona Street ("Property"). The exact location of the Property is depicted on the map attached as Exhibit "A," and incorporated by reference. CITY's action is not, and should not be construed to be, a conveyance of a property interest or a lease; it is a license to enter the property only for purposes of surveying work in furtherance of developing plans to develop affordable housing.

2. USE OF PROPERTY.

- A. PARTNERSHIP HOUSING INC. may enter the Property for the purpose of completing surveying and related work in furtherance of developing plans and specifications for low and moderate income housing units on the Property. PARTNERSHIP HOUSING INC. shall exercise the rights granted hereunder between the hours of 8:00 a.m. and 5:00 p.m. on any weekday during the term of this Agreement.
- B. CITY may change, amend, or terminate PARTNERSHIP HOUSING INC.'s use of the Property at any time, and in its sole discretion verbally or in writing.

3. CONSIDERATION.

- A. As partial consideration, PARTNERSHIP HOUSING INC. agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, PARTNERSHIP HOUSING INC. and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, PARTNERSHIP HOUSING INC. and CITY agree to abide by the terms and conditions contained in the HOME Funds Agreement; Agreement File No. 681 entered into by the parties on or about August 24, 2015;
- D. As additional consideration, CITY agrees to issue the license to PARTNERSHIP HOUSING INC. as set forth above;

4. PARTNERSHIP HOUSING INC. RESPONSIBILITIES. In return for CITY's permission to use the Property for the Project, PARTNERSHIP HOUSING INC. agrees as follows:

- A. That it will perform the services under this agreement in a professional manner, and furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work.

5. TERM. Except as provided in Section 6, the term of this License will be from February 11, 2016 to August 23, 2016. Unless otherwise determined by written amendment between the parties.

6. TERMINATION.

- A. As stated above, CITY may terminate this Agreement at any time with or without cause, upon written or verbal notification. Termination will be effective upon notification, unless CITY specifies otherwise.
- B. PARTNERSHIP HOUSING INC. may terminate this Agreement at any time in writing at least thirty (30) days before the effective termination date.
- C. By executing this document, PARTNERSHIP HOUSING INC. waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

7. ALTERATIONS. PARTNERSHIP HOUSING INC. will not make, or cause to be made, any alterations to the property, or any part thereof, without CITY's prior written consent.

8. SIGNS. PARTNERSHIP HOUSING INC. will not place any sign upon the property without CITY's prior written consent. PARTNERSHIP HOUSING INC. will pay for all costs of any approved signage and comply with all applicable sign codes and ordinances.

9. ASSIGNMENT. PARTNERSHIP HOUSING INC. will not be permitted to assign this License or any interest therein.

10. **INDEPENDENT CONTRACTOR.** CITY and PARTNERSHIP HOUSING INC. agree that PARTNERSHIP HOUSING INC. will act as an independent contractor and will have control of all work and the manner in which is it performed. PARTNERSHIP HOUSING INC. will be free to contract for similar service to be performed for other employers while under contract with CITY. PARTNERSHIP HOUSING INC. is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct PARTNERSHIP HOUSING INC. as to the details of doing the work or to exercise a measure of control over the work means that PARTNERSHIP HOUSING INC. will follow the direction of the CITY as to end results of the work only.

11. **AUDIT OF RECORDS.** PARTNERSHIP HOUSING INC. will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. PARTNERSHIP HOUSING INC. will retain such financial and program service records for at least three (3) years after termination under this Agreement.

12. INTENTIONALLY OMITTED

13. INDEMNIFICATION.

- A. PARTNERSHIP HOUSING INC. will hold CITY harmless and free from any and all liability arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, pursuant to this Agreement, PARTNERSHIP HOUSING INC. will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify it for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. PARTNERSHIP HOUSING INC. expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.
- D. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

- E. The requirements as to the types and limits of insurance coverage to be maintained by PARTNERSHIP HOUSING INC. as required by Section 14 above, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by PARTNERSHIP HOUSING INC. pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

14. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, PARTNERSHIP HOUSING INC. will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$1,000,000
Workers' compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of the most current ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable except upon thirty (30) days prior written notice to CITY.
- C. PARTNERSHIP HOUSING INC. will furnish to CITY duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."

15. COMPLIANCE WITH LAW. PARTNERSHIP HOUSING INC. will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to the Property and will faithfully observe in the use of the Property all applicable laws. The judgment of any court of competent jurisdiction, or the admission of PARTNERSHIP HOUSING INC. in any action or proceeding against PARTNERSHIP HOUSING INC., whether CITY be a party thereto or not, that PARTNERSHIP HOUSING INC. has violated any such

ordinance or statute in the use of the Property will be conclusive of that fact as between CITY and PARTNERSHIP HOUSING INC..

16. BREACH OF AGREEMENT. The violation of any of the provisions of this License will constitute a breach of this License by PARTNERSHIP HOUSING INC., and in such event said License will automatically cease and terminate.

17. WAIVER OF BREACH. Any express or implied waiver of a breach of any term of this License will not constitute a waiver of any further breach of the same or other term of this License.

18. ENTRY BY CITY AND PUBLIC. This License does not convey any property interest to PARTNERSHIP HOUSING INC.. Except for areas restricted because of safety concerns, CITY and the general public will have unrestricted access upon the Property for all lawful acts.

19. INSOLVENCY; RECEIVER. Either the appointment of a receiver to take possession of all or substantially all of the assets of PARTNERSHIP HOUSING INC., or a general assignment by the PARTNERSHIP HOUSING INC. for the benefit of creditors, or any action taken or offered by PARTNERSHIP HOUSING INC. under any insolvency or bankruptcy action, will constitute a breach of this License by PARTNERSHIP HOUSING INC., and in such event said License will automatically cease and terminate.

20. NOTICES. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this License or by law to be served on or given to either party to this License by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to PARTNERSHIP HOUSING INC. at:

PARNERSHIP HOUSING INC.  
8739 ARTESIA BLVD  
BELLFLOWER, CA 90706  
Attention: Erin Rank

or to CITY at:

CITY OF BELLFLOWER  
16600 CIVIC CENTER DRIVE  
BELLFLOWER, CA 90706  
Attention: City Manager

Either party may change its address for the purpose of this Section by giving written notice of the change to the other party.

21. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that agreements ancillary to this Agreement and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

22. GOVERNING LAW. This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Ventura County.

23. ENTIRE AGREEMENT. This instrument and its Attachments constitute the sole agreement between CITY and PARTNERSHIP HOUSING INC. respecting the Property, the use of the Property by PARTNERSHIP HOUSING INC., and the specified License term, and correctly sets forth the obligations of CITY and PARTNERSHIP HOUSING INC.. Any agreement or representations respecting the Property or its licensing by CITY to PARTNERSHIP HOUSING INC. not expressly set forth in this instrument are void.

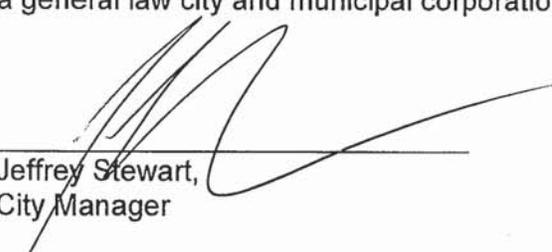
24. CONSTRUCTION. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

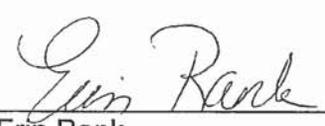
25. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

26. COUNTERPARTS. This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF BELLFLOWER  
a general law city and municipal corporation.

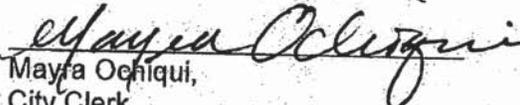
  
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Jeffrey Stewart,  
City Manager

  
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Erin Rank  
Partnership Housing, Inc.

2/16/16

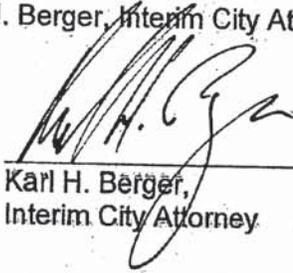
City of Bellflower  
Partnership Housing, Inc.  
Agreement File No. 697

ATTEST:

  
Mayra Ochiqui,  
City Clerk

APPROVED AS TO FORM:  
Karl H. Berger, Interim City Attorney

By:

  
Karl H. Berger,  
Interim City Attorney