

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into this _____ day of _____, 2021, by and between the City of Republic Missouri ("City") and SeniorAge Area Agency on Aging, (f/k/a) Southwest Missouri Office on Aging (SWMOA), ("Licensee"). This Agreement also refers to City and Licensee individually as "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City is a municipal corporation and Charter City located in Greene County, Missouri; and

WHEREAS, the City is the record owner of real property located at 210 East Hines, located within the corporate limits of the City of Republic ("Property"); and

WHEREAS, Licensee desires to make use of part of said Property, and improvements located thereon, for the purpose of conducting certain senior services and activities; and

WHEREAS, the City is in agreement that part of said Property may be used by Licensee during the term hereof, and for the specific purposes, hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

1. Licensee hereby declares it is a legal entity organized as a not-for-profit organization and/or is a tax-exempt entity under the provisions of Section 501(c) of the Internal Revenue Code and shall maintain that status at all times during the term of this Agreement; and Licensee agrees to provide the City with documentation, or other proof of such status, as the City may, in its sole discretion, deem appropriate.
2. The City hereby grants the Licensee a license to use the Property and those improvements as described on Exhibit A, attached hereto and incorporated herein by reference, for the term of this license as hereinafter provided.
3. During the term of this license, or any renewal or extension thereof, Licensee agrees and represents it will only use said realty for providing services to senior citizens in our community, and shall conduct these activities thereon.
4. Licensee shall provide the City with a policy or policies of insurance demonstrating that liability and casualty insurance has been obtained with respect to any use Licensee is to make of said Property and improvements thereon. Such policy or policies of insurance shall name the City as an additional insured thereunder and shall be at least in the following amounts:
 - a. For all claims arising out of a single accident or occurrence: \$2,940,868.00.
 - b. For any one person in a single accident or occurrence: \$441,130.00.
 - c. Workers' Compensation: Statutory coverage per RSMo. 287.010 et seq
5. The City hereby grants unto Licensee, together with its servants and agents, a full license to utilize, to the exclusion of all other individuals, organizations, and entities, the said Property and as contained herein as Exhibit A, during the hours of 5:00 a.m. to 3:30 p.m. Monday through Friday of each week, inclusive. The City reserves the right

- to utilize the Property at all other times in any manner the City deems appropriate. All individuals shall park in designated parking areas only. The Licensees shall keep realty neat and trash-free at all times.
6. Licensee shall not undertake to alter, deface, or destroy any improvement, or portion thereof, presently existing on said described Property; nor shall Licensee undertake to construct any new or additional improvement on said Property without first obtaining the written consent of the City. Licensee acknowledges it has been informed, and is aware, that the City is in the process of or may in the future alter and improve the Property; and that such alterations and construction may serve to limit, or interfere with, or prevent the use of, certain portions of the improvements and/or activities conducted thereon, during the term of the license granted herein.
 7. During all times the license granted hereby, or any extension or renewal thereof, remains in effect, Licensee agrees that it will maintain said Property and improvements in good condition, and will keep all improvements thereon in good repair, to the satisfaction of the City.
 8. In consideration of the license herein granted by the City to Licensee, Licensee agrees to pay the City the sum of \$175.00 monthly for the term hereof, such sum being due and payable on the 1st day of each calendar month from the date hereof. The City will provide water, sewer, electricity, and gas service at no cost to Licensee.
 9. The term of the license granted hereby shall be for one year; provided, however, this Agreement may be terminated by the City at any time Licensee fails to fully comply with any of the terms or provisions of this Agreement, or should Licensee fail to fulfill any of the responsibilities imposed upon Licensee pursuant to the provisions of this Agreement. Should Licensee fail to comply with any of the terms and provisions of this Agreement, or should Licensee fail to fulfill any responsibility imposed upon Licensee hereunder, the City, in its sole discretion, may choose to terminate the license granted hereby and Licensee's interest in said Property shall be forfeited. In such event the City shall give written notice of termination to Licensee, said notice is defined in the Notice Paragraph of this Agreement, and Licensee shall immediately remove all personal property of Licensee from said Property. Any items of personal property remaining upon said described realty seven days after mailing or delivery of notice of termination to Licensee, shall be deemed and agreed by the Parties to be abandoned property, and the City may proceed to dispose of the same in any manner thought advisable by the City.
 10. Upon the expiration of the original term of this Agreement, this Agreement shall be automatically renewed for succeeding terms of one year each unless either Party gives written notice of termination to the other Party, said notice is defined in the Notice Paragraph of this Agreement, at least 90 days prior to the expiration of the current term.
 11. The Parties agree the original Agreement dated February 1, 2019, due to no fault by either Party, did not lapse, expire, or terminate, and has remained in full force and effect.
 12. This Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneously written or oral agreements. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.
 13. In the event that any improvements on such Property subject to this Agreement is destroyed or damaged so as to be unfit for the intended occupancy and use by fire,

- storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored within ninety days, then this Agreement shall be automatically terminated. Otherwise, the City shall proceed at its own expense and with due diligence to restore the Property within such ninety days, in which case there shall be an abatement and apportionment of the licensing amount until the Property are restored. In the event the City determines the Property cannot be rebuilt or restored within the ninety days provision herein, then it shall give written notice of this decision to Licensee within thirty days from the date of the happening of such casualty. In the event of such notice, the City shall repay Licensee for the unused portion of the licensing amount from the date of casualty and absolve Licensee from any future dollars for any remaining period of current term of this Agreement.
14. No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
 15. This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.
 16. The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
 17. Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, punitive, or consequential damages.
 18. Licensee agrees to reimburse the City and/or its insurance carrier, or otherwise pay for, all damages to the Property resulting from any action, inaction and/or negligence legally attributable to Licensee, and for which it has been legally determined that Licensee is liable.
 19. Licensee shall indemnify, defend, and hold harmless City from and against all claims, damages, losses, and expenses, including attorney fees, arising out of Licensee's use of the property, except to the extent caused by the negligence or willful conduct of City.
 20. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement.
 21. The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
 22. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement.

23. The “Whereas” clauses stated above are incorporated herein by reference.
24. This Agreement may not be assigned by any Party without the prior written consent of the other Party.
25. The Parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
26. In no event shall any language or requirement in this Agreement be construed as to constitute a waiver or limitation of City’s defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.
27. A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
28. The Agreement shall consist of the following:
 - a. This Agreement;
 - b. Exhibit A – Realty for use by Licensee;
29. Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

to the City: City of Republic, Missouri
 Attn: City Administrator
 213 North Main Street
 Republic, Missouri 65738

to Licensee: SeniorAge Area Agency on Aging
 1735 South Fort Avenue
 Springfield, MO 65807

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Licensee

SeniorAge Area Agency on Aging

(Signature)

(Printed Name)

(Title)

CITY OF REPUBLIC

David Cameron, City Administrator

Attest: Laura Burbridge, City Clerk

Approved as to Form:

Scott Ison, City Attorney

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Senior Friendship Center

Exhibit A



1/16/2019, 8:38:13 AM

