

LICENSE AGREEMENT

This LICENSE AGREEMENT ("License") is entered into as of this _____ day of _____ 2021, by and between the CITY OF SOMERVILLE, by and through its School Department, with usual offices at 42 Cross Street, Somerville, Massachusetts 02143, and CAMBRIDGE HEALTH ALLIANCE, a Massachusetts public instrumentality with usual offices at 1493 Cambridge Street, Cambridge, MA 02139 ("CHA").

WHEREAS, the City of Somerville is the owner of the Somerville High School at 81 Highland Avenue, Somerville, Massachusetts; and

WHEREAS, as shown on Exhibit A hereto, there is space within Somerville High School that is intended for use as a school-based health center (the "Licensed Premises");

WHEREAS, the City of Somerville and CHA have entered into an Exempt Professional Services Contract pursuant to which CHA to operate a school-based health center at Somerville High School (the "SBHC Services Contract");

WHEREAS, the City of Somerville is willing to make the Licensed Premises available to CHA through this License so that CHA may operate a school-based health center therein as contemplated by the SBHC Services Contract;

NOW THEREFORE, in consideration of one dollar and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Somerville and CHA hereby agree as follows:

1. Grant of License/Effective Dates: The City of Somerville hereby grants to CHA a License to use of the Licensed Space in accordance with the terms of this License. The License shall commence on August 16, 2021 and shall continue for a period of approximately ten (10) years ending August 1, 2031 or, if earlier, upon termination of the SBHC Services Contract. If the parties agree to extend the term of the SBHC Services Agreement to a date after August 1, 2031, the term of this License Agreement shall be extended to such date. Within thirty (30) days after receipt termination of this License, CHA shall remove all of its goods and effects and shall vacate the Licensed Space peacefully.

2. License Fee. CHA shall occupy the Licensed Space at no charge; provided however, if CHA should fail to vacate the Licensed Space in accordance with Paragraph 1 above, CHA shall pay to the City of Somerville a use and occupancy fee for the Licensed Space equal to \$150/day until such time as CHA has fully vacated the Licensed Space. CHA agrees to provide services to the City as set forth in the SBHC Services Contract in exchange for the appropriate space to be provided by the City.

3. Use. CHA shall use the Licensed Space solely for the purpose of operating a school-based health center as provided in the SBHC Services Contract. CHA shall comply with

the Guidelines for Use of Somerville Public Schools attached hereto as Exhibit B. [*Note: CHA will need to see these guidelines.*]

4. Access.

(a) CHA and its approved employees and agents shall have direct 24/ 7 access to the Licensed space (including access through those Somerville High School building entry doors through which it is necessary to pass to enter the Licensed Space.) CHA shall have the right to determine which employees and agents have such access. Neither CHA nor any of its designated employees or agents shall have access to any other part of the Somerville High School building.

(b) Except in the event of an emergency or with CHA's prior agreement or permission, City of Somerville personnel shall not enter the Licensed Premises.

5. Cleaning and Maintenance; Building Systems.

(a) CHA will be responsible for cleaning the Licensed Space and maintaining all equipment within the Licensed Premises.

(b) The City of Somerville will furnish all utilities, including heat, electricity, air conditioning, hot and cold water, to the Licensed Space and will maintain all building systems related to the delivery of such utilities.

6. Indemnification/Hold Harmless. CHA shall indemnify the City of Somerville from and against any and all damages, costs, loss and/or expense, including reasonable attorneys' fees, and shall pay any judgment against the City of Somerville arising from any negligent or willful act or omission on the part CHA, its agents, employees or invitees, including without limitation, those related to the use, release, storage, or disposal of oil or other hazardous material or hazardous waste. CHA and anyone claiming through or under CHA shall hold the City of Somerville harmless from and against any and all liability for personal injury or property damage, except such as may be directly attributable to the negligence of the City of Somerville.

7. Insurance. CHA shall provide the City of Somerville with an insurance certificate naming the City of Somerville as an additional insured, with commercial general liability in the aggregate amount of One Million Dollars (\$1,000,000). Such documentation must be provided to the City of Somerville prior to August 16, 2021.

8. Compliance with the Law. CHA shall, at its sole expense, comply with all laws, rules, orders and regulations of federal, state, and municipal authorities arising out of the use or occupancy of the Licensed Space.

9. Oil and Hazardous Materials/Hazardous Waste. No oil or hazardous materials/hazardous waste shall be brought into the Licensed Space

10. Default/Remedies.

(a) If CHA becomes the subject of any bankruptcy proceeding or any proceeding for the appointment of a trustee or receiver, or if CHA is in default of its obligations hereunder, the City of Somerville shall have the right to seek all legal and equitable remedies available to it under the law, including the right to re-enter and re-take possession of the Licensed Space and the right to commence summary proceedings in a court of law, and CHA shall be responsible for all costs and reasonable attorney's fees incurred by the City of Somerville in enforcing its rights.

(b) If the City of Somerville is in default of its obligations hereunder, shall have the right to seek all legal and equitable remedies available to it under the law, including the right to seek specific performance.

11. General.

(a) Notices. All notices and other communications required hereunder shall be delivered as provided in Article VI, Section K of the SBHC Services Agreement.

(b) Assignment. This License shall not be assigned without the prior written consent of the City of Somerville.

(c) Governing Law. This License shall be governed by the laws of the Commonwealth of Massachusetts.

(d) Complete Agreement. This License supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

(e) Severability. In the event that any paragraph or provision of this License shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Contract and the entire License shall not fail on account thereof, but shall otherwise remain in full force and effect.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the undersigned Parties have caused this License to be executed as a sealed instrument as of the day and year first above written.

City of Somerville:

Cambridge Health Alliance

By: _____
Joseph A. Curtatone
Its: Mayor

By: _____
Assaad Sayah, MD
Its: Chief Executive Officer

By: _____
Mary Skipper
Superintendent of Schools

Approved as to Form:

By: _____
Francis X. Wright, Jr.
City Solicitor