

OCCUPANCY LICENSE AGREEMENT

THIS OCCUPANCY LICENSE AGREEMENT (the “License”) is made this ___ day of _____, 2024, by and between the **CITY OF STAMFORD** a municipal corporation with a principal address of 888 Washington Boulevard, Stamford, Connecticut (the “Licensor”) and **FAMILY CENTERS INC.**, a Connecticut non-stock corporation, with a principal place of business located at 40 Arch Street, Greenwich, Connecticut (the “Licensee”), sometimes both referred to collectively herein as the “Parties.”

WITNESSETH:

WHEREAS, Licensor owns certain real property located in the City of Stamford (the “City”), County of Fairfield, and State of Connecticut, commonly known as Turn of River Middle School, 117 Vine Road, Stamford, Connecticut (the “Licensor’s Property”); and

WHEREAS, Licensee desires to use and occupy that certain 1,250 square foot portion of the Licensor’s Property presently known as the Girls Locker Room (the “Licensed Space”), as depicted on the Floor Plan attached hereto as Exhibit A, and Licensor hereby agrees to license the Licensed Space to the Licensee, together with the non-exclusive right of ingress and egress over and through Licensor’s Property for the Permitted Use, as hereinafter defined, subject to the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. License to Use the Permitted Facilities.

In consideration of the covenants and agreements made herein and the sum of One Dollar (\$1.00) paid to the Licensor by the Licensee, the receipt and sufficiency of which are hereby acknowledged, the Licensor hereby grants to the Licensee and the Licensee hereby accepts from the Licensor a license for Licensee to use and occupy the Licensed Space together with a non-exclusive right of ingress and egress over and through the Licensor’s Property, during the Term, as hereinafter defined. Nothing contained within this License shall be construed as a commitment by Licensor to provide permanent use of the Licensed Space to the Licensee or any heir, successor or assign of either or to prevent termination of the License, pursuant to its terms.

2. Term.

The initial term of this License shall commence when last signed below and shall continue for a period of five (5) years thereafter (the “Initial Term”), subject to the terms and conditions of Section 7 below. The term of this License shall automatically renew for one year, every year, after the expiration of the Initial Term until terminated by either of the Parties with no less than 30 days’ written notice to the other. Notwithstanding the foregoing, under no circumstances shall the Term of this License extend beyond the term of the SPS-Family Centers Services Contract, a copy of which is attached hereto as Exhibit B, regardless of whether said Services Contract expires by time or other termination.

3. Permitted Use.

The License hereby granted shall be for the purpose of operating a school-based health center (the “SBHC”) pursuant to the terms and permitted services set forth in the SPS-Family Centers Services Contract attached hereto as Exhibit B, and for no other purpose or use (the “Permitted Use”).

Notwithstanding the foregoing, under no circumstances shall the Licensee provide any of the following services: hospitalization (except referrals thereto); after-hours emergency care (except after-hours emergency phone service); treatment of highly complex medical or mental health conditions; medical x-rays or other medically procedures that cannot be performed by an APRN under Connecticut state law or that requires facilities beyond those available in the Licensed Space.

4. Condition of the Licensor’s Property and the Licensed Space.

a. The Licensee hereby accepts the Licensor’s Property and the Licensed Space in “AS IS” condition, subject to the terms of Exhibit C (the “Licensor’s Obligations”) and Exhibit D (the “Licensee’s Improvements”), each attached hereto and hereby made a part hereof as if fully set forth herein. The Licensee further agrees that the Licensor has not made and has not authorized anyone else to make any representations as to the present or future physical condition or efficacy of the Licensor’s Property or the Licensed Space, fitness for a particular purpose, or any other matter or thing relating to or affecting the Licensor’s Property, the Licensed Space or this License. The Licensee agrees that the Licensor shall, under no circumstances, be liable for any latent, patent, or other defects in the Licensor’s Property, the Licensed Space or for any harm whatsoever resulting from such defect or resulting from the Licensor’s operation, including the Licensor’s negligent operation, of the Licensor’s Property or the Licensed Space, and the Licensor reserves the right to discontinue the Licensee’s use of the Licensor’s Property or the Licensed Space, and as a result, terminate or revoke this License, pursuant to the terms and conditions of Section 7 herein.

b. Except for the Licensee’s Improvements, the Licensee shall not be permitted to make any alterations to the Licensor’s Property or the Licensed Space (the interior or the exterior thereof) without the Licensor’s prior written consent.

c. Unless otherwise set forth in herein, the Licensee, at its sole cost and expense, shall maintain the interior of the Licensed Space so that, throughout the Term, it remains in substantially the same condition as it exists as of the date of this License, reasonable wear and tear excepted. At the expiration or earlier termination or revocation of this License, the Licensee shall return the Licensed Space to the Licensor vacant, broom-clean and in substantially the same condition as it exists on the date of this License, reasonable wear and tear excepted.

5. Compliance with Laws.

a. The Licensee shall comply, and shall cause all officers, members, employees, agents, licensees, invitees, contractors, consultants and all other parties claiming in

by, though or under the Licensee (each, a “Licensee Party” and collectively, the “the Licensee Parties”), to comply, with all applicable laws, including (without limitation) federal, state, county, and town laws, ordinances, and regulations (as same may be amended and/or supplemented from time to time, collectively, the “Applicable Laws”) which relate to its use of the Licensed Space and access over and through the Licensors’ Property.

In no event shall the License granted hereby be deemed a representation or warranty that the Permitted Use is in compliance with Applicable Laws. Prior to commencing operations in the Licensed Space, the Licensee shall confirm that the Permitted Use is in compliance with all Applicable Laws and provide the Licensors with evidence thereof, including, but not limited to, a Certificate of Occupancy and all professional licenses required to perform the Permitted Use. This License shall be contingent on the Licensee’s acquisition and retention of all necessary permits to operate the SHBC.

b. In addition to the foregoing, the Licensee hereby acknowledges and agrees that there is no expectation of privacy while in the Licensed Space or on the Licensors’ Property.

6. Indemnification.

The Licensee shall indemnify, hold harmless and, at the Licensors’ option, defend the Licensors, its officers, agents and employees, from third party claims for loss, cost, damage, liability, and/or injury to or death of a person, including the Licensee Parties, or loss of or damage to property, resulting directly or indirectly from the Licensee’s or Licensee Parties’ negligent performance pursuant to this License, the Permitted Use and/or the Licensee’s Improvements, or by any negligent omission to perform some duty imposed by law, this License, the Permitted Use or the Licensee’s Improvements upon the Licensee or the Licensee Parties. The foregoing indemnity shall include reasonable attorneys’ fees and costs of suit, if applicable, shall not be limited by reason of any insurance coverage required pursuant to this License, and shall survive the termination of this License.

7. Licensors’ Rights to Terminate and/or Revoke the License.

The Licensors has the right, but not the obligation, in its reasonable discretion, to revoke and terminate this License at any time should the Licensee or any Licensee Party breach any of its obligations hereunder and such breach shall continue for thirty (30) days after the Licensors provides the Licensee with written notice thereof, provided, however, that Licensee shall be given an additional, reasonable amount of time to cure such breach if such breach cannot be cured within thirty (30) days, the Licensee commences actions to cure such breach within said thirty (30) day timeframe, and Licensee thereafter diligently prosecutes such cure to completion.

8. Licensee’s Rights to Terminate the License.

The Licensee has the right, but not the obligation, in its reasonable discretion, to terminate this License with thirty (30) days prior written notice to the Licensors in the event any of the following occur:

a. Operation of the SBHC by the Licensee is in violation of the Applicable Laws to which the Licensee or Licensee Parties are subjected; or

b. The Licensor is in breach of any of its material obligations hereunder, provided, however, that Licensor shall be given an additional, reasonable amount of time to cure such breach if such breach cannot be cured within thirty (30) days, the Licensor commences actions to cure such breach within said thirty (30) day timeframe, and Licensor thereafter diligently prosecutes such cure to completion.

9. Miscellaneous.

a. Assignment. The Licensee shall not record, assign, sublet, mortgage, pledge, or otherwise convey this License. Any attempt by the Licensee to do so shall be deemed an immediate default by the Licensee.

b. Notice. Any notice, demand, request or other communication required or permitted hereunder shall be given in writing to the address first set forth herein, via (i) certified mail return receipt requested; (ii) hand delivery; (iii) overnight mail or (iv) email to the following representatives:

Licensee: Bob Arnold, Chief Executive Officer
BArnold@familycenters.org

Dennis Torres, Chief Health Officer
DTorres@familycenters.org

Licensor: City of Stamford Director of Operations
Currently MQuinones@StamfordCT.gov

City of Stamford Engineer
Currently LCasolo@StamfordCT.gov

City of Stamford Corporation Counsel
Currently CDellaselva@StamfordCT.gov

c. Governing Law and Venue. The Parties deem this License to have been made in the City of Stamford, State of Connecticut and that it is fair and reasonable for the validity and construction of this License to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Fairfield, at Stamford, only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court. The Parties hereby waive any objection that they may now have or will have to the laying of venue of any claims in any forum and further irrevocably submit to such jurisdiction in any suit, action or proceeding.

d. No Tenancy. The Licensee's occupancy of the Licensed Space or the Licensor's Property is not intended to and shall not constitute a tenancy or lease of either.

e. Access. Provided no default exists under the terms of this License, the Licensee and Licensee Parties shall have access to the Licensed Space and the Licensor's Property on days and hours that the Stamford Public Schools' buildings are open during the year or as otherwise agreed to in writing by the Parties. Licensee and Stamford Board of Education Facilities shall agree upon a summer schedule as the Stamford Public Schools' Buildings summer hours are limited.

f. Due Authorization. The individuals executing this License represent and warrant each to the other they are the duly authorized representative of the Licensor and the Licensee, respectively, and are authorized to execute this License.

g. Binding. This License shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns. This License may not be altered, changed, or amended except by written instrument, executed by the Parties.

h. Risk of Loss. The Licensee covenants that all equipment and other goods of every kind, nature and description, leased by or belonging to the Licensee or any Licensee Party which, during the Term, may be upon or within the Licensed Space or the Licensor's Property, shall be at the sole risk and hazard of the Licensee and if the whole or any part thereof shall be destroyed or damaged by fire, water, theft or any other cause, no part of said loss or damage is to be charge to or borne by the Licensor.

i. Non-Exclusive Rights in the Licensor's Property. The Licensee hereby acknowledges and agrees that it shall not have exclusive use of the Licensor's Property and further that the Licensee shall not do or permit any activity which shall, in any manner, interfere with or derogate from the free and unobstructed rights of ingress over and through Licensor's Property.

j. Insurance. During the Term of this License, the Licensee shall maintain the following insurance:

i. Commercial General Liability Insurance with a limit of not less than \$1,000,000 covering personal injury and broad form property damage, damage to rented premises, contractual liability insurance, and personal injury and advertising liability, naming the Licensor as additional insured with a waiver of subrogation in favor of the Licensor; and

ii. Automobile Liability Insurance with a combined limit of not less than \$1,000,000, covering all owned, non-owned and hired vehicles, naming the Licensor as additional insured with a waiver of subrogation in favor of the Licensor; and

iii. Sexual Abuse and Molestation Insurance with a minimum limit of \$1,000,000; and

iv. Professional Liability Insurance with a minimum limit of \$1,000,000, covering all Permitted Use services; and

v. Worker's Compensation and Employer's Liability Insurance with a limit of not less than \$500,000, with a waiver of subrogation in favor of the Licensor.

vi. The Licensee shall provide Certificates of Insurance prior to the commencement of occupancy or Licensee's Improvements, whichever first occurs, and shall provide the Licensor with renewal certificates within thirty (30) days of the expiration date of each such policy.

k. Counterparts. This License may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one License. Any signature on a copy of this License or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this License. Paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither of the Parties shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

l. Entire Agreement. All prior understandings, agreements, representations, and warranties, oral and written, between the Licensor and the Licensee are merged in this License. Neither this License nor any provision hereof may be waived, changed or cancelled except by a written instrument signed by the Parties.

m. Captions. The captions preceding paragraphs in this License are for ease of reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this License.

n. Severability. The invalidity or unenforceability of any one or more provisions of this License shall not render any other provision in valid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

o. Confidentiality. During and after the term of this License, the Parties shall not directly or indirectly disclose or make available to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, or use or cause to be used in any manner adverse to the interest of the other party, any financial, administrative or other confidential business information, except as is necessary to perform the terms of this License or the Permitted Use or as may be required by law.

10. HRSA-Specific Provisions.

The Parties acknowledge that the Licensee was granted funds from the U.S. Health Resources and Services Administration (“HRSA”) Award Number 1 CE2CS52803-01-00 to renovate the Girls Locker Room, creating a new school based health clinic (SBCH) in the Turn of River Middle School for integrated primary medical care, mental health services, and health education and outreach, as well as group educational/meeting space, all as set forth in greater detail in the HRSA Notice of Award and Grant Application attached hereto as Exhibit E (the “Grant”). In connection therewith, the parties agree to the following:

a. The Licensee agrees not to sublease, assign, or otherwise transfer this License, or use the Licensor’s Property or the Licensed Space for a non-award-related purpose(s) without the written approval from HRSA (at any time during the Term of this License, whether or not award support has ended);

b. The Licensor will inform HRSA of any default by the Licensee under this License;

c. HRSA shall have 60 days from the date of receipt of the Licensor’s notice of default in which to attempt to eliminate the default, and the Licensor will delay exercising remedies until the end of the 60-day period;

d. HRSA may intervene to ensure that the default is eliminated by the Licensee or another recipient named by HRSA;

e. The Licensor shall accept payment of money or performance of any other obligation by HRSA’s designee, for the Licensee, as if such payment of money or performance had been made by the Licensee; and

f. In the event that the Licensee defaults, the award is terminated, or the Licensee vacates the Licensed Space before the end of the Term, HRSA shall have the right to designate a replacement for the Licensee for the balance of the Term, subject to approval by the Licensor, which will not be withheld except for good reason.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written. Signed, sealed and delivered in the presence of:

CITY OF STAMFORD


Print:
Witness

By: _____
Caroline Simmons, Mayor

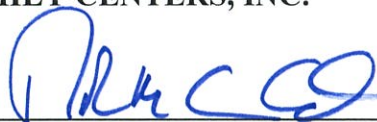
Date: _____

Print:
Witness

FAMILY CENTERS, INC.




Print: JAMES R. VIVIER
Witness

By: 

Robert M. Arnold, President

Date: 4/29/24



Print: Nataliya Tsai
Witness

Approved as to Form:

Approved as to Insurance:

Chris Dellaselva
Asst. Corp. Counsel

David Villalva
Risk Manager

Date: _____

Date: _____

Exhibit A

Floor Plan

Exhibit B

SPS-Family Centers Services Contract
(Piggyback off CT DPH Contract No. 2023-0014)

Exhibit C

Licensors' Obligations

In connection with the License hereby granted, the Licensor shall provide the following, to the extent the same are in compliance with all Applicable Laws:

1. Designated employees to participate in the development and implementation of joint protocols, policies, and procedures intended to ensure continuity, quality, and confidentiality of school nursing, school mental health, and SBHC services;
2. Active promotion of the SBHC to school personnel, students, and families;
3. Appropriate referrals of students to the SBHC;
4. Utilities, telephones, Internet access, janitorial services, routine maintenance and repairs, removal of non-hazardous waste, and security services; and
5. Reasonable allowance to the Licensee for reasonable control over the Licensed Space.

Exhibit D

Licensee's Improvements

Proposed renovations and alterations are conceptually described below and subject to change based upon the licensee's final design and approval by the City of Stamford Director of Operations or their designee:

- Removal and abatement of asbestos containing material (ACBM) or assumed ACBM in accordance with the recommendations of the Licensee's asbestos hygienist;
- Dedicated mechanical ventilation system to provide fresh air, heating, and cooling;
- Connection to existing electrical, plumbing, fire alarming, and fire protection systems and any upgrades to sizing or capacity should they be required by additional loads to serve the SBHC;
- Removal of existing restrooms containing four (4) water closets and two (2) sinks;
- Two new single user restrooms;
- 40 square feet of storage room and 5 square feet of closet;
- The SBHC of 1,285sf includes two (2) medical exam rooms with sinks and lockable cabinetry (100 sf each), two (2) mental health counseling and consultation rooms (70 sf each), one (1) conference room (171 sf) and a waiting room with reception desk and associated storage;
- Interior finishes include a suspended 2x2 acoustic ceiling tile grid, drywall assemblies that acoustically separate spaces and allow for privacy, and LVT finished flooring; and
- Construction of four (4) water closets, one of which is accessible, and two sinks, one of which is accessible, to serve the new girls locker room.

In connection with the Licensee's Improvements, which are to be constructed both within and beyond the Licensed Space, the Licensee hereby agrees as follows:

Design Documentation and Procurement

1. Licensee shall procure professional services, including, but not limited to, architectural, engineering, and abatement consultants licensed and insured in the State of Connecticut, and shall provide proof of insurance and licensing to the Licensor. Such insurances must be approved the City of Stamford Risk Manager, which approval shall not be unreasonably withheld, and list the City of Stamford, the Stamford Board of Education and the Stamford Public Schools as loss payees and additional insureds.
2. Licensee shall provide design documents and conduct a minimum of two meetings with Licensor to review progress at agreed upon intervals for consistency with the Licensee's Improvements.
3. Five (5) business days prior to solicitation for construction bids the Licensee shall provide all documents for bidding including general conditions, drawings, specifications for review and written approval by the City of Stamford Director of Operations or their designee. Licensee shall incorporate the Licensor's comments or modifications to the satisfaction of the Licensor.
4. The Licensee shall issue to the Licensor final design documents in both .pdf and electronic format (aCAD/ Revit).

Construction Management and Procurement

1. The Licensee shall facilitate the solicitation, advertisement, and procurement of a contractor in compliance with all Federal guidelines.
2. Licensee's Improvements shall be constructed by a licensed, bonded and insured contractor, subject to the prior approval of the Licensor. The Licensee, at its sole cost and expense, shall perform a background check on the contractor, as required by the Licensor, including, without limitation, fingerprinting and a review of sexual offenders registry(ies). The results of all such background checks shall be submitted to the City of Stamford Human Resources Department for review and approval. For purposes of this License, the term "contractor" shall be deemed to mean, contractor, subcontractor, architect, developer and any other party entering school grounds at the request of Licensee in connection with the construction of the Licensee's Improvements.
3. Prior to commencement of the Licensee's Improvements, the Licensee shall furnish copies of its contractor's licenses, performance and payment bonds, and insurances to the Licensor, which insurance and performance and payment bonds shall be in compliance with the City of Stamford Insurance Requirements for Interior Renovations attached hereto as Exhibit F. All such insurance and bonds must be approved by the City of Stamford Risk Manager, which approval shall not be unreasonably withheld, and shall list the City of Stamford, the Stamford Board of Education and the Stamford Public Schools as loss payees and additional insureds.
4. The Licensor shall assign personnel to the work of the Licensee's Improvements to assist with permitting and construction administration, the cost of which shall be paid by the Licensee, but not to exceed Five Thousand Dollars (\$5,000.00).
5. The City of Stamford Director of Operations or their designee shall review all payment applications and approve all submittal packages, substitution requests, proposed change orders, and requests for information to confirm all are consistent with the design documents, which review and approval shall be within five (5) business days and shall not be unreasonably withheld.
6. Commencement of the Licensee's Improvements shall not interrupt the Licensor's day-to-day operations and shall not disrupt the quality of the schools learning environments. Upon selecting a contractor, the Licensee's construction schedule shall be reviewed with the Stamford Public schools BOE Facilities and approved by the City of Stamford Director of Operations or their designee before commencement of the work. The Licensee will reimburse the Licensor for staffing and other expenses reasonably related to construction access, utility coordination and shut-offs, and monitoring.
7. If the Licensee defaults or neglects to carry out the Licensee's Improvements in accordance with this License and fails within a ten-day period after receipt of notice from the Licensor to

commence and/or continue correction of such default or neglect with diligence and promptness, the Licensor may, in its sole discretion and without prejudice to other remedies the Licensor may have: (a) furnish, or employ a person or entity to furnish, labor services, materials or equipment to correct, remove, replace and/or repair such deficiencies, as the Licensor deems most expedient; and/or (b) take such actions as the Licensor deems necessary to regain and/or maintain the schedule of the Licensee's Improvements. In such case, the Licensee shall be responsible for the Licensor's reasonable cost of correcting such deficiencies, including the Licensor's expenses and compensation for services made necessary by such default, neglect or failure. In the event that the Licensee's failure to prosecute the Licensee's Improvements causes (in the opinion of the Licensor) an immediate and imminent risk of harm to the public, the Licensor shall have the right to carry out the Licensee's Improvements, without notice, at the Licensee's cost and expense.

Exhibit E

HRSA Notice of Award and Grant Application

Exhibit F

City of Stamford Insurance Requirements for Interior Renovations