

LICENSE AGREEMENT

This LICENSE AGREEMENT, (hereinafter referred to as “Agreement”) dated this 23rd day of April, 2020, is by and between COUNTY OF ALBEMARLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia (“Licensor”), and the COMMONWEALTH OF VIRGINIA, VIRGINIA DEPARTMENT OF HEALTH (“Licensee”).

1. The purpose of this Agreement is to permit Licensee to use a portion of the property of Licensor known as the Yancey School Community Center located at 7625 Porters Road, Esmont, Virginia 22937 (the “Property”) including the non-exclusive right to use the parking spaces in the parking lot and non-exclusive use of an access easement to the Property. Licensee shall have exclusive use of Rooms WR and TL (the “Premises”), and shall have shared use of Room 2 and common areas as more particularly shown and described on Exhibit A attached hereto and incorporated herein by this reference, under the terms and conditions set out herein.
2. Licensee acknowledges that this Agreement is not and shall not be construed as a rental agreement or lease. Licensee shall have no possessory interest in any portion of the Property.
3. Licensee and Licensee’s agents, invitees, employees, officers, and personnel (collectively, “Licensee Parties”) are hereby authorized to access the Premises twenty-four (24) hours per day, seven (7) days a week during the term of this Agreement. In addition, Licensee and Licensee Parties shall have (a) ingress to and egress over the Property to access the Premises, (b) the non-exclusive use of any fixtures, equipment, systems, telecom equipment, cabling, supplies, and any and all other personal or tangible property located on or in the Premises or serving the Premises, and (c) the non-exclusive use of any parking facilities, sidewalks, and other appurtenant facilities serving the Premises or Property.
4. The Premises shall be used by Licensee and Licensee’s Parties for the purpose of providing public health services to the community, including clinical services, in accordance with all applicable laws, rules and regulations, including environmental laws.
5. The term of this Agreement shall commence on the 1st day of July, 2020, and extend for a period of one (1) year, ending on the 30th day of June, 2021 (“Initial Term”). This Agreement shall automatically renew and continue from year-to-year (each year a “Renewal Term”) on the same terms and conditions as existed immediately prior to the commencement of such Renewal Term, if neither party has given a timely notice of termination as provided in Section 9(b) of this Agreement.

6. No Rent shall be charged for Licensee's occupancy of Licensors Premises. The Licensors shall provide water, sewer, electricity, access to existing wireless internet, and heating and cooling services at no expense to Licensee. Licensors shall further provide custodial services (to common areas only) and arrange for the regular collection of a shared dumpster at no expense to Licensee. Licensee shall dispose of its medical waste off site.
7. Licensors agrees:
 - (a) To be responsible for the cost of all maintenance and repairs to the Property.
 - (b) To provide all utilities at Licensors expense
 - (c) To keep the climate control equipment serving the Premises in good working order.
 - (d) To allow Licensee to make the Premises available to other providers to use, subject to the Licensors advance review and written approval.
8. Licensee agrees:
 - (a) That Licensee has inspected the Premises and accepts the Premises in its current condition, subject to the provisions of this Agreement.
 - (b) Not to make any repairs, improvements, modifications or alterations to the Property without the express written consent of Licensors. To the extent authorized by law, Licensee shall be liable for any damage to the Property or the personalty of Licensors at the Property caused by Licensee. Licensee shall have the right to place signs on the interior or exterior of the Property with the prior written approval of the Licensors. Notwithstanding anything to the contrary contained herein, Licensee may (a) install a phone line within the Premises, (b) install a fax line within the Premises, at Licensees expense, and (c) outfit with and bring upon the Premises what furniture, fixtures, and other personal property and supplies Licensors deems necessary or desirable (subject to all laws and ordinances), and Licensors hereby consents to any and all such action and agrees to cooperate with Licensee to facilitate the foregoing.
 - (c) Not to injure or disfigure either the Property or any part thereof in any way, nor allow the same to be done by its employees or agents. Any such damage will be repaired or replaced by Licensee at Licensees expense.

- (d) That Licensee will not allow the Premises to be used for any illegal or immoral purpose.
9. It is mutually covenanted and agreed by Licensee and Licensors:
- (a) That any and all notices affecting this Agreement may be served by the parties hereto or their duly authorized agents as effectively as if the same were served by any officer authorized by law to serve such notices.
 - (b) Either party may terminate this Agreement at any time upon sixty (60) days' written notice to the other party. If the date of termination is not the last day of a month, then the monthly license fee will be pro-rated based on the number of days in the month in which termination occurs.
 - (c) This Agreement constitutes the entire agreement between Licensors and Licensee, and shall not be amended or waived except in writing, signed by both parties and approved by the Governor of Virginia or his designee.
10. Wherever a notice is required under this Agreement, notice shall be deemed to have been duly given if in writing and either: (i) personally served; (ii) delivered by prepaid nationally recognized overnight courier service; or (iii) forwarded by Registered or Certified mail, return receipt requested, postage prepaid. Each such notice shall be deemed to have been given to or served upon the party to which addressed on the date the same is delivered to the appropriate address in accordance with this Section 10 or such delivery is refused. All notices from Licensee to Licensors shall be addressed to:

County of Albemarle
Attn: County Executive
401 McIntire Road
Charlottesville, Virginia 22902

All notices from Licensors to Licensee shall be addressed to:

Denise Bonds, MD, MPH
Director, Thomas Jefferson Health District, VDH
1138 Rose Hill Drive
Charlottesville, Virginia 22903

with a copy to:

Division of Real Estate and Facilities Management
Attn: Director
1100 Bank Street, 3rd Floor
Richmond, Virginia 23219

11. This Agreement was made in the Commonwealth of Virginia and shall be governed by and construed in all respects in accordance with the laws of the Commonwealth of Virginia.
12. The agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Licensors and Licensee.
13. If (a) the purposes for which Licensee entered into this Agreement shall no longer exist, (b) Licensors and/or Licensee fail(s) to receive necessary funding to meet its/their continuing obligations under this Agreement, or (c) Licensee shall be reorganized or otherwise dissolved with no successor entity designated, then this Agreement shall be terminated as of the date of such event.
14. Insurance
 - A. Licensors acknowledge that Licensee is self-insured for the following coverages and upon request will provide a certificate of self-insurance:
 - i. General Liability – Licensee shall keep and maintain a program of public liability and property damage with respect to the Premises and the business operated by Licensee. The limits of public liability for bodily injury and property damage shall not be less than One Million Dollars (\$1,000,000).
 - ii. Automobile Liability - \$1,000,000 per accident.
 - iii. Workers' Compensation - Statutory requirements and benefits. Coverage is currently compulsory for employers of three or more employees, including the employer. Employer's Liability - \$100,000 each accident/\$100,000 each disease-policy limit/\$500,000 each disease-each employee. This policy shall specifically list Virginia as a covered state.
 - B. Fire and Extended Coverage. During the initial and any renewal term of this Agreement, the Licensors shall insure and keep insured, for the benefit of the Licensors and its respective successors in interest, the Premises, or any portion thereof then in being. Such policy shall contain coverage against loss, damage or destruction by fire and such other hazards as are covered and protected against, at standard rates under policies of insurance commonly referred to and known as "extended coverage," as the same may exist from time to time. The

Licensors agree to name Licensee as an additional insured on such policy, as its interest may appear.

- C. Evidence of Insurance. Copies of a Certificate of Self Insurance is required to be maintained by Licensee and the Licensor pursuant to this Section 14 shall be delivered by the Licensor or Licensee, as the case may be, to the other upon the issuance of such insurance and thereafter not less than thirty (30) days prior to the expiration dates thereof.

[Signatures Appear on Following Pages.]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals.

LICENSOR: COUNTY OF ALBEMARLE
a political subdivision of the Commonwealth of
Virginia

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing License Agreement was acknowledged before me by
_____, in his/her capacity as _____ of
_____, on the ____ day of _____, 2020, in the jurisdiction
aforesaid.

My commission expires: _____
Registration No.: _____

Notary Public

[Signatures Continue on Following Pages.]

LICENSEE

COMMONWEALTH OF VIRGINIA
VIRGINIA DEPARTMENT OF HEALTH

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing License Agreement was acknowledged before me by _____, in his capacity as _____ of the Commonwealth of Virginia, _____, on the _____ day of _____, 2020, on behalf of this agency, in the jurisdiction aforesaid.

My commission expires: _____
Registration No.: _____

Notary Public

[Signatures Continue on Following Page.]

The Commonwealth of Virginia, Department of General Services, consents to the execution of this License Agreement.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES

Director

Date: _____

APPROVED BY THE GOVERNOR:

Pursuant to § 2.2-1149 of the Code of Virginia (1950), as amended, and as the official designee of the Governor of Virginia, as authorized and designated by Executive Order 88 (01) dated December 21, 2001, I hereby approve this License Agreement for and on behalf of the Governor of Virginia.

Secretary of Administration

Date

[End of Signature Pages.]



EXHIBIT A

Space Plan

(Copy attached)

EXHIBIT A

7625 Porters Road, Esmont, VA 22937

-  Leased Space (551 sq ft)
-  Shared Space (484 sq ft)

