



**SMITHFIELD TOWN COUNCIL VIRTUAL
MEETING
MONDAY, DECEMBER 28, 2020
5:00 P.M.**

Please join the meeting from your computer, tablet or
smartphone.

<https://www.gotomeet.me/RandyRossi/smithfield-town-council>

You can also dial in using your phone.
United States (Toll Free): [1 877 568 4106](tel:18775684106)
United States: [+1 \(646\) 749-3129](tel:+16467493129)

Access Code: 342-830-965

For technical support dial: 401-233-1010

AGENDA

- I. Regular meeting called to order at 5:00 p.m.
- II. New Business:
 - A. Consider, discuss, and act upon a licensing agreement with the RI Department of Health for a COVID testing and potential vaccination site for property located at 47 Farnum Pike.
- III. Adjournment.

AGENDA POSTED: WEDNESDAY, DECEMBER 23, 2020

The public is welcome to any meeting of the Town Council or its sub-committees. If communication assistance (readers/interpreters/captions) or any other accommodation to ensure equal participation is needed, please contact the Smithfield Town Manager's office at 401-233-1010 at least forty-eight (48) hours prior to the meeting.

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement (the "Agreement") is made and entered into as of the ___ day of December, 2020 (the "Commencement Date"), by and between the Rhode Island Department of Health (the "Licensee") and the Town of Smithfield, a Rhode Island quasi-public corporation (the "Licensor").

W I T N E S S E T H: In consideration of the faithful performance by the parties hereto of all of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Licensor does hereby grant to the Licensee a revocable license to utilize the property at 47 Farnum Pike, Smithfield, RI 02917 including adjacent parking lots for use as a COVID-19 testing and COVID-19 vaccine distribution site (the "Licensed Premises"), and the Licensee does hereby accept the aforesaid license to utilize the Licensed Premises upon and subject to the terms and provisions hereof. The Licensed Premises shall be used by the Licensee solely for the purpose set forth herein and for no other purpose whatsoever without the prior written consent of the Licensor. The Licensor shall make the Licensed Premises available for use by the Licensee for a six-month period beginning on the Commencement Date, with an option to extend this license for up to an additional six months, or otherwise, if agreed to by the parties in writing.
2. The license granted hereunder shall be deemed to have commenced as of the Commencement Date and may be terminated at any time by any party upon thirty days' written notice to the other party. The Licensee acknowledges and agrees that this is a license only and shall not be deemed to give rise to, or constitute on behalf of, the Licensee a lease, tenancy, easement, or servitude of any kind. Each of the parties further waives any and all rights to receive any notice of termination other than the thirty days' notice set forth above.
3. The Licensee further covenants to and agrees with the Licensor as follows:
 - a. Upon termination of the license granted hereunder by the Licensor, to yield up and surrender the Licensed Premises to the Licensor in a condition as the same shall be upon the commencement of this license.
 - b. To abide by and conform to all reasonable rules and regulations from time to time adopted or prescribed by the Licensor for the care and management of the Licensed Premises and the preservation of order therein and thereon. The Licensee further agrees to utilize the Licensed Premises during hours permitted or established by the Licensor.
 - c. Subject to the provisions of R. I. Gen. Laws §§ 9-31-1 et seq. (the "Rhode Island Governmental Tort Immunity Law"), to indemnify, defend, and hold the Licensor harmless from and against any and all claims, demands, actions, causes of action, or other liabilities arising out of, or in connection with, any personal injury and/or property damage which may arise or result from the use by the Licensee of the Licensed Premises or from any negligent act or omission of the Licensee, its agents, employees, business invitees, guests, and patrons.

- d. To comply with all state and federal laws, together with all rules and regulations of the Licensor, and not do or suffer to be done anything on the Licensed Premises in violation of any such laws, rules, or regulations relating thereto and, subject to the provisions of the Rhode Island Governmental Tort Immunity Law, to indemnify, defend, and hold Licensor harmless from and against any loss, cost, fine, or expense resulting or arising from any violation thereof.
 - e. That the duly authorized agents of the Licensor shall have the right to eject any person or persons therefrom whom the Licensor reasonably finds to be causing a disturbance or nuisance, and upon the exercise of this authority by Licensor as aforesaid, the Licensee hereby waives any right to any claim for damages against Licensor.
 - f. To not assign or otherwise transfer any of its rights hereunder to any other person, firm, corporation, trust, partnership, or other entity without the prior written consent of the Licensor.
 - g. That, subject to the provisions of the Rhode Island Governmental Tort Immunity Law, the Licensee shall indemnify, defend, and hold Licensor harmless from and against any and all claims, demands, actions, causes of action, or other liabilities arising out of, or in any way related to, the breach by the Licensee of the covenants and agreements set forth herein; that all of the indemnification provisions contained herein shall survive the termination of the license.
4. The Licensee shall be obligated to pay to the Licensor the license fee provided under Attachment A to this Agreement, which is hereby incorporated by reference into this Agreement.
5. This Agreement sets forth the entire understanding of the parties and there are no representations, warranties, covenants, or agreements between the parties regarding the subject matter of this Agreement except as herein specifically set forth. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against, the parties hereto and their respective heirs, executors, administrators, successors, and assigns; *provided, however*, that nothing herein shall be construed as consent by Licensor to any attempt at assignment or transfer of the Licensee's rights and duties hereunder. No waiver, modification, or amendment of any provision of this Agreement shall be effective unless made in writing signed by the party against it is enforced. No waiver, modification, or amendment of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach thereof, or the breach of any other provision hereof. This Agreement shall be governed by the laws of the State of Rhode Island and any dispute that relates to this Agreement shall be brought in Rhode Island state court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Commencement Date.

Rhode Island Department of Health

Town of Smithfield

Authorized signatory

Authorized signatory

ATTACHMENT A
Description of site usage, license fee and payment instructions

Site usage:

For the site in Smithfield, Licensee will be utilizing:

- building for walk-up specimen collection
- the parking lots to the south and north of the building

Licensors will be responsible for:

- ensuring the building is ADA compliant
- heating for patients and staff usage
- marking CDC-recommended 6 ft. social distancing on the floor within the building and walkways entering the building
- snow removal of both parking lots
- general property maintenance

License fee:

Licensee will pay Licensor \$4,000.00 per month for each month the site is used

Payment instruction/Request for Reimbursement

- Before payments are processed, agency invoices will be reviewed to insure that all allowable costs are appropriately documented. All invoices will be reviewed to prevent deviation from approved contract budgets.
- Agencies will be paid based on actual expenditures and will be reimbursed on a monthly basis.
- Invoices must be submitted to the RIDOH Project Officer by the 10th of the month following the usage period.
- Request for Reimbursements that are completed incorrectly will be returned to the Agency Project Coordinator for corrections.
- **Prior written approval** from the RIDOH Project Officer must be obtained before variations in the budget line item can be made. The Agency Project Director must submit requests in writing to the RIDOH Project Officer. Failure to have written approval for line item changes will result in non-reimbursement of expenditures.
- Invoices will be sent to: RHODE ISLAND DEPARTMENT OF HEALTH, 3 Capitol Hill Providence, RI 02908