



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**April 6, 2015**

**Ordinance 18017**

**Proposed No. 2015-0059.1**

**Sponsors McDermott**

1           AN ORDINANCE relating to a public health teen clinic  
2           lease to provide continuing public health services in the  
3           Seattle area.

4           **STATEMENT OF FACTS:**

- 5           1. The facilities management division received a request for a new long-  
6           term lease and improvements to the current Rainier Beach high school  
7           clinic space on January 8, 2014, from the department of public health.
- 8           2. The department of public health needed space for the purpose of a  
9           clinic at Rainier Beach high school.
- 10          3. The facilities management division determined that due to the site  
11          specific nature of this request there was not an appropriate county-owned  
12          option.
- 13          4. The facilities management division determined, through consultation  
14          with the department of public health, that leasing was the most cost-  
15          effective option for the county.
- 16          5. The facilities management division successfully negotiated to lease  
17          space from the Seattle school district No. 1, located at Rainier Beach High  
18          School, 8815 Seward Park South, within council district two.

6. The lease includes a price of zero dollars per square foot and grant funded tenant improvements.

21 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

22 SECTION 1. The executive is authorized to execute a lease for the Rainier Beach  
23 high school health clinic with Seattle school district No. 1, substantially in the form of

Attachment A to this ordinance and to take all actions necessary to implement the terms of the lease.

26

Ordinance 18017 was introduced on 2/9/2015 and passed by the Metropolitan King County Council on 4/6/2015, by the following vote:

Yes: 7 - Mr. von Reichbauer, Mr. Gossett, Ms. Hague, Ms. Lambert, Mr. Dunn, Mr. McDermott and Mr. Dembowski  
No: 0  
Excused: 2 - Mr. Phillips and Mr. Upthegrove

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



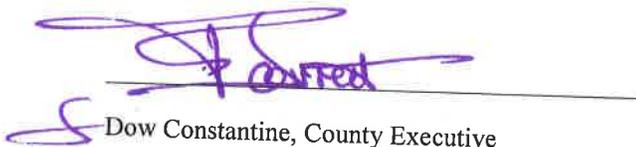
Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 16<sup>th</sup> day of April, 2015.



Dow Constantine, County Executive

RECEIVED  
2015 APR 16 PM 3:39  
KING COUNTY COUNCIL CLERK

Attachments: A. Seattle School Lease Agreement

**ATTACHMENT A:**

**SEATTLE SCHOOL LEASE AGREEMENT**

## LEASE AGREEMENT

### PART I - LEASE COVER SHEET

#### Open School-Exclusive Use and Joint Use

Contract No.   A5  School: Rainier BeachDate: October 1, 2014

#### Recitals

The Health Resources and Services Administration ("HRSA") has granted \$212,590 to King County to renovate its school-based health center at Rainier Beach High School under the Affordable Care Act Grants for School-Based Health Center Capital Program. The City of Seattle has granted \$63,000 to King County for this project via its Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG"). In order to satisfy grant conditions, provisions pertaining to both of these agencies are included in this Lease.

#### 1. Basic Lease Information

1.1 Lease Reference Date: October 1, 2014

1.2 Tenant: King County, a political subdivision of the State of Washington

1.3 Notices to Tenant: King County Real Estate Services  
500 Fourth Avenue, Room 830  
Seattle, WA 98104  
Attn: Real Estate Services Manager

Notice to HRSA: HRSA Bureau of Primary Health Care  
Office of Policy & Program Development  
Fishers Lane  
Rockville, MD 20857  
Attn: Miguel Greer

Notice to the City of Seattle:  
Seattle Human Services Department  
P.O. Box 34215  
Seattle, WA 98124-4215  
Attn: Ken Astrein

1.4 Landlord: Seattle School District No. 1 (the "District")

1.5 Landlord Address: Property Management Office, MS 32-151  
Seattle School District No. 1

P O Box 34165  
Seattle, WA 98124-1165

- 1.6 Premises: Teen Health Center, consisting of 1100 square feet located in the northeast corner of Building A, adjacent to the corner of Hamlet Avenue and Seward Park Avenue, which Premises are depicted in Exhibit A.
- 1.7 Building: The building known as Rainer Beach High School, located at 8815 Seward Park S., Seattle, WA 98118, which is situated on the Land (the "Building").
- 1.8 Land: The real property more particularly described on Exhibit B attached hereto (the "Land").
- 1.9 Lease Term: Commencing on October 1, 2014 (the "Commencement Date") and terminating on June 30, 2019, ("the Termination Date"), with two options that may be exercised by Tenant to extend an additional five (5) years to June 30, 2024 and June 30, 2029, with the end of each of these additional terms being a Termination Date.

Use: Teen Health Center

Permitted Use Hours: School Year: Monday – Friday 7 a.m. to 3:30 p.m., except during Legal Holidays and other School Breaks ("Normal Academic Hours"). During other School Breaks Permitted Use Hours include those times when the Building is open and staffed, which times will be treated as Normal Academic Hours for the purpose of assessing custodial and utility services under Section 3 of this Lease.

Requests for access to the Premises during Legal Holidays and any other days or hours not specified in this Section 1.9 shall be submitted in writing and approved by the School Principal. Such requests shall be assessed by the School Principal on a case-by-case basis. Requests shall be submitted by Tenant to the School Principal in writing at least TEN (10) working days in advance. Tenant agrees to pay all applicable charges for such additional uses if approved.

In cases of emergency school closures due to inclement weather, natural disaster, fire, or other casualty, Tenant will have access to the Premises on the same basis as for other School Breaks.

- 1.10 Rent: The value of the base rent for the Premises is established at \$353.00 per month from October 1, 2014 through June 30, 2019. This rate is subject to an annual CPI increase and adjustment to meet Seattle Public Schools Land Value requirements, provided that such increase and adjustment may only be applied if Landlord is implementing a uniform policy for

such increases and adjustments for School District No. 1. In consideration of the program alignment services to be provided by Tenant to Landlord as described in the Memorandum of Understanding School Alignment 2014-19 attached as Exhibit E ("MOU"), Landlord agrees to provide the Premises to Tenant free of the base rent stated herein; however, such free rent is contingent on: Tenant's performance of the services and satisfaction of the criteria as stated in the MOU or any amendment, extension or renewal thereof. If Tenant fails to perform the above conditions stated herein, Tenant agrees to pay the base rent established in this section for all periods during which it fails to perform.

1.11 Security Deposit: \$0.

1.12 Permitted Use:

Tenant is permitted to operate a teen health center on the Premises. The School Nurse's office is co-located within the Premises. Tenant bears no responsibility for the activities associated with the School Nurse's office that occur within the Premises, and specifically disclaims liability for any such activities.

1.13 Cancellation: This Lease shall be subject to cancellation by Landlord prior to the Lease Termination Date upon 90 days advance written notice. This Lease shall be subject to cancellation by Tenant prior to the Lease Termination Date upon 90 days advance written notice. In addition, Tenant's obligations to Landlord, if any, that extend beyond a current year are contingent upon approval of the Lease by the King County Council or appropriation by the King County Council of sufficient funds to pay such obligations. Should such approval or appropriation not occur, this Lease and all Tenant's obligations hereunder will terminate at the end of the current calendar year, and Tenant will not be subject to any obligation under this Lease to provide advance notice of termination or pay any early termination penalties.

1.14 Early Termination Penalty:

If Landlord terminates this Lease prior to the Termination Date it shall pay Tenant the costs of Tenant's Work performed under this Lease. If Tenant terminates this Lease prior to the Termination Date without giving the full 90-day written notice to Landlord, Tenant agrees to pay Landlord the base rent as established in Section 1.10 of Part I of this Lease, prorated for each day of late notice. For example, if this Lease expires on August 31, 2015, Tenant gives its notice of early termination on July 10, 2015, Tenant shall pay Landlord 38 days of base rent. This Section 1.14 shall not apply if the King County Council fails to approve this Lease or appropriate sufficient funds to pay Tenant's obligations to Landlord as set forth in Section 1.13 of this Lease.

1.15 The following Attachments and Exhibits are incorporated herein as part of this Lease:

Lease Agreement - Part II

Exhibit A:	Diagram of the Premises
Exhibit B:	Legal Description of Land
Exhibit C:	General Rules and Regulations For Use of School Facilities
Exhibit D:	Holiday/Vacation Schedule and Charges
Exhibit E:	Memorandum of Understanding School Alignment 2014-19
Exhibit F:	Work Letter Agreement

2. Tenant Improvements

2.1 Tenant shall construct the Tenant's Work pursuant to the provisions of the Work Letter Agreement attached as Exhibit F. Tenant and Landlord have agreed in writing to the Final Approved Design described in Exhibit F ("Tenant's Work") and the Final Project Budget ("Budget") also described in Exhibit F.

The Commencement Date of this Lease shall precede the commencement of Tenant's Work. Tenant shall Substantially Complete or cause to be Substantially Completed all of Tenant's Work, subject to punch list items, in accordance with the Work Letter Agreement.

2.2 Tenant Delay: Tenant shall have no liability for loss or damage to Landlord resulting in any delay in the Substantial Completion of Tenant's Work.

3. Custodial and Utilities Services

If Tenant chooses to operate outside of Normal Academic Hours, Tenant agrees to pay for the heating/cooling and custodial staffing costs as indicated in Exhibit D (FY 2014-2015 Holiday/Vacation Schedule and Charges), which may be updated by Landlord, provided that such updates may only be applied if Landlord is implementing a uniform policy for such updates for School District No. 1.

4. Alterations and Improvements

Except as provided in the Work Letter Agreement, Tenant agrees to be responsible for all costs of any alterations or improvements to the Premises.

5. Use of Common Areas and Other Space in the Building

In addition to the Premises, Other Spaces in the Building may be used occasionally by the Tenant when requested rent free at the sole discretion of the School Principal or Building Manager. Tenant agrees it has an obligation to regularly inspect Other Spaces prior to its use. Other Space is used "AS IS" and use of such space by Tenant constitutes acceptance of its "AS IS" condition.

Other Spaces are spaces that are used occasionally, but not included in the Premises and not Common Areas ("Other Spaces"). The Common Areas consist of those areas of the Building that Landlord and all other occupants of the Building, and their employees, agents, customers and invitees have access to ("Common Areas"). The Tenant agrees that any damage caused by Tenant or an agent, employee, contractor, servant, invitee, licensee, or concessionaire of Tenant to any personal or real property in the Common Areas or Other Spaces shall be promptly repaired or replaced by Tenant at the Tenant's sole expense. Except as provided above, Tenant is not responsible for any maintenance or repair to the Common Areas or to Other Spaces.

## 6. Maintenance

- 6.1 Landlord may inspect Premises at all reasonable times to ensure Premises is kept in a neat, clean, and sanitary condition and Tenant has made all necessary repairs.
- 6.2 Tenant is required to make all necessary repairs and maintenance to the Premises as provided for in the Lease Agreement, Part II (Section 8), except it is the District's responsibility to repair any conditions tied to main building systems, structural defects in the walls, foundation or roof of the Premises or Buildings, and the following specific items:
- (a) Repair a roof leak in a District building or portable, based on District standards and the District's priority for scheduling and making the repair;
  - (b) Repair or replace light fixtures in a District building or portable, based on District standards and the District's priority for scheduling and making the repair;
  - (c) Take down, repair or replace falling ceiling tiles (at the District's discretion) in a District building or portable caused by a roof leak (Tenant may also take down such tiles after obtaining permission from the District), based on District standards and the District's priority for scheduling and making the repair;
  - (d) Repair interior walls when the damage was caused solely by a roof leak in a District building or portable, based on District standards and the District's priority for scheduling and making the repair;
  - (e) Repair or fix water temperature problems tied to a District-owned building system, based on District standards and the District's priority for scheduling and making the repair; and
  - (f) Repair the heating and ventilation system in a District building or portable, based on District standards and the District's priority for scheduling and making the repair.
- 6.3 Landlord will repair the portions of the Premises or Building listed in Section 6.2 of this Lease based on District's standards and the District's priority for scheduling the repair at

the Landlord's sole discretion. Landlord is not responsible for any loss caused to Tenant by Landlord's failure to make these repairs. The District's priority and scheduling may push these repairs out several years.

- 6.4 Any repairs or improvements that are required to permit Tenant to use the Premises for the purpose(s) set forth in Section 1.12 above, or to obtain licensing for Tenant's operation shall be the sole responsibility of Tenant. Any repairs or improvements done by Tenant must have prior approval by Landlord before commencing work.

## 7. Special Provisions

- 7.1 Landlord, acting through its Board of Directors, has approved the scope of health services offered on the Premises.
- 7.2 Tenant shall set medical policies and procedures, hire and supervise all clinic staff, and assume responsibility for the professional activities of the staff. Landlord's role in the clinic's operation shall be confined to referring students to the clinic through the school nurse.
- 7.3 It is the policy of the Seattle School District to require written parent or guardian permission for students' visits to and treatment on the Premises. Landlord and Tenant shall cooperate in the distribution and obtaining of appropriate consent forms, which shall describe the scope of health services approved by the District, from parents and guardians of Rainier Beach High School students. Tenant will attempt to secure such written consent in all cases, and will not provide treatment and services without such written consent except in situations (e.g., STD's, drug/alcohol, and mental health) where federal and/or state law require provision of treatment or services to minors without parent/guardian consent; provided, in no event shall any treatment or services exceed the scope of health services approved by the District.
- 7.4 Tenant shall retain all medical records, and such records shall be the property of Tenant, and not a part of student's educational records.
- 7.5 Tenant acknowledges that the Seattle-King County Department of Public Health has overall responsibility for evaluation of the teen health centers.

## 8. [Reserved]

## 9. Compliance With Rules and Regulations

Tenant agrees to comply with the General Rules and Regulations For Use Of School Facilities which are attached as Exhibit C, which may be updated by Landlord, provided that such updates may only be applied if Landlord is implementing a uniform policy for such updates for School District No. 1.

10. Duty of Cooperation

Tenant will not interfere with the operation of the regular school program and will cooperate with the School Principal's reasonable guidelines and requests to assure same.

11. Dispute Resolution Process

In the event that Tenant is dissatisfied with issues pertaining to space use and/or access, repairs, maintenance and custodial staffing, a request can be made through the Seattle School District's Property Management Office for a meeting with the District's Executive Director of Facilities to try to reach an amicable resolution.

12. Entire Agreement

This Printed Lease, with the attached Lease Agreement Part II, and all exhibits expressly incorporated herein by reference attached hereto shall constitute the whole agreement between Landlord and Tenant. There are no terms, current or past representations, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Lease shall be valid unless evidenced by an agreement in writing and signed by both Landlord and Tenant. In the event of any conflict between this Part I - Lease Cover Sheet and the terms of Part II - Lease Agreement, the terms of this Lease Cover Sheet shall control.

Landlord:

Tenant:

SEATTLE SCHOOL DISTRICT NO. 1

KING COUNTY

By [Signature]

By [Signature]

Its Deputy Manager

Its Gail Houser  
Manager, Real Estate Services  
King County

Date October 8, 2014

Date 10/8/2014

APPROVED AS TO FORM:

By [Signature]

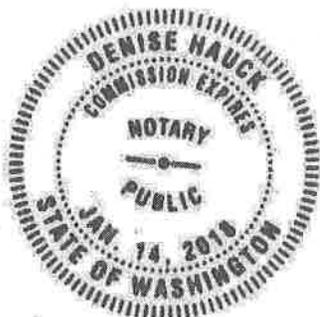
Its Deputy Prosecuting Attorney

Date 10/8/14

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Gail Houser is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the REAL ESTATE SERVICES MANAGER OF King County, a political subdivision, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 8<sup>th</sup> day of OCTOBER, 2014.



Denise Hauck  
(Signature of Notary)  
DENISE HAUCK  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the state of Washington, residing at  
SEATTLE  
My appointment expires JANUARY 14, 2018

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

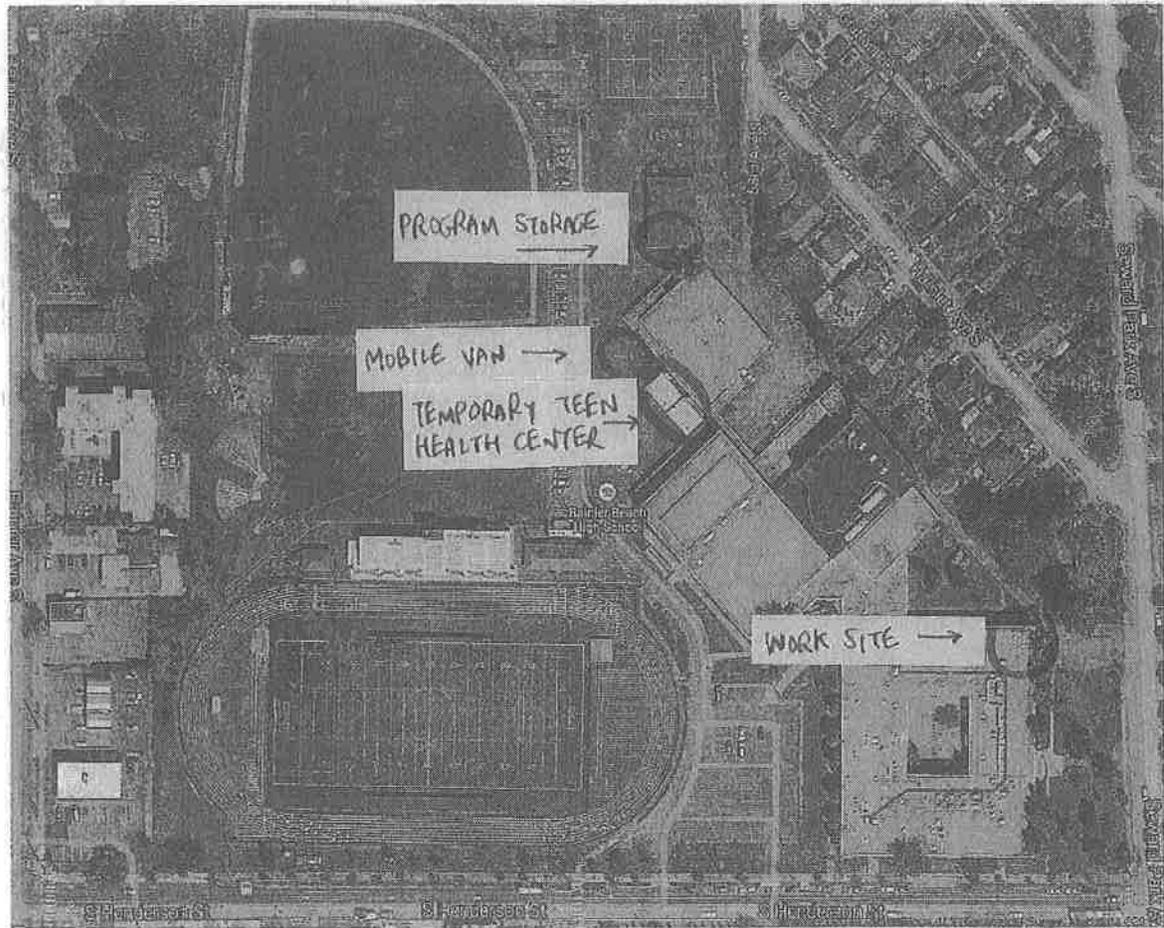
I certify that I know or have satisfactory evidence that Kathy Johnson is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Property Manager of SEATTLE SCHOOL DISTRICT NO. 1, a Washington municipal corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 8 day of October, 2014.



Julie Barbello  
(Signature of Notary)  
Julie Barbello  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the state of Washington, residing at  
Seattle, WA  
My appointment expires 2/9/18

EXHIBIT A



**EXHIBIT B**

**EXHIBIT B**  
**Rainier High School Legal Description**  
**Tax Assessor #352404-9149 & 352404-9146**

That portion of Government Lots 2 and 3 in Section 35, Township 24N, Range 4 E., W.M. situate in King County, Washington

Beginning at a point on the South line of said Government Lot 2 which is S 89° 54'13" E 208.75 feet from the southwest corner thereof;  
 Thence North 00°07'22" West parallel with the West line of Government Lot 2, a distance of 163.75 feet;  
 Thence North 89° 54'13" West 31.75 feet;  
 Thence North 00° 07'22" West 276.50 feet;  
 Thence South 89°54'13" East 63 feet;  
 Thence North 00°07'22" West 459.47 feet in the Southerly margin of Cloverdale Street as established by Ordinance No. 35610;  
 Thence North 47°54'48" East along the margin of Cloverdale Street 232.49 feet to the Westerly line of Block 9, C.D. Hillman's Atlantic City Addition;  
 Thence South 33°05'12" East 462.20 feet to the southwesterly corner of said Block 9;  
 Thence South 89°54'00" East 189.98 feet along the South line of Block 9 to the West line of 53rd Avenue South;  
 Thence South 00°06'00" East along said Avenue line 669.66 feet to the line of Government Lots 2 and 3;  
 Thence South 89°54'13" East along the north line of Government Lot 3 to the Westerly line of Seward Park Avenue, as established by Ordinance No. 65076;  
 Thence South 02°40'40" East 202.94 feet along said Westerly line;  
 Thence North 89°50'52" West 100.00 feet;  
 Thence South 02°40'40" East 100 feet to a point in the North line of Henderson Street as established by Ordinance No. 39385;  
 Thence North 89°50'52" West along the north line of Henderson Street 1,044.93 feet to a point 125.00 feet from the East line of Rainier Avenue as established by Ordinance No. 29364;  
 Thence North 00°09'08" East 301.47 feet to the North line of Government Lot 3;  
 Thence South 89°54'13" East 43.75 feet along the line of Government Lots 2 and 3 to the point of beginning,  
 TOGETHER WITH Lots 1 through 5 inclusive Block 10 and Lots 21 through 34 inclusive Block 11, C. D. Hillman's Atlantic City Addition, as recorded in Volume 12 of Plats, page 45, Records of King County, Washington;  
 TOGETHER WITH vacated Gibbs Place and vacated 53rd Avenue South, South of Hamlet Avenue as vacated by Ordinance No. 87920;  
 TOGETHER WITH a portion of Government Lot 2, if any, Section 35, Township 24 North, Range 4 East, W.M. lying south of South line of C. D. Hillman's Atlantic City Addition and between 53<sup>rd</sup> Avenue South and 54<sup>th</sup> Ave South ( Sewer Park Avenue).

**EXHIBIT C**

**GENERAL RULES AND REGULATIONS FOR USE OF SCHOOL FACILITIES**

**Safety and conduct:** Applicant/Organization is responsible for the safety and conduct of its participants and spectators.

**HB 1824 Compliance:** All non-profit youth sports groups must verify that all coaches, athletes, and athletes' parent/guardian have complied with the mandated policies for concussion and head injury education, prevention, and management as prescribed by HB 1824, section 2.

**Supervision:** All groups using school facilities must have an adult supervisor with the group. That supervisor is responsible for the group's complying with all applicable regulations.

**Security:** The School District may require that security be provided for activities, such as, dances, large lecture audiences, community celebration, etc. Applicants may call the Seattle School District Security Office at 298-7707 for information about security services and charges.

**Vacating Time:** All activities must end at least (15) minutes before the time approved on the agreement to allow the building to be completely vacated prior to locking the facility.

**Protection School Facilities:** Groups must use the utmost care in the use of school facilities, and the use of facilities is restricted to those spaces and times specifically covered in the agreement. School furniture and equipment must not be moved from one room to another unless specifically authorized by designated school staff and supervised or performed by a School District employee. No decorations or other items may be attached to walls, ceilings, or floors, if it would mark or damage the surface. No wax or other substances may be applied to the floor.

**Care of Premises:** Users must leave the school facilities in the same order and condition in which they found them. For example, any decorations or equipment brought by the user or any rubbish generated by the user must be removed.

**Advertising:** Any type of advertising material may be distributed only during the times and the areas listed on the agreement. In addition, the Premises may not be used by religious groups for recruitment or proselytizing activities.

**Weapons, Alcohol, Drugs, and Smoking:** Weapons (guns, knives, and other dangerous weapons), alcohol, drugs, smoking, or use of tobacco products are prohibited on Seattle Public Schools property.

**Games Of Chance:** Games of chance, lotteries, raffles and the giving of door prizes are not allowed except as permitted by law, and then only with proper clearance, if applicable, from The State Gambling Commission.

**Admission Charges:** When admission tax is to be collected or when fees are to be paid to any agency or group, the organization using the facility must assume all responsibility.

**Boisterous Conduct:** Boisterous conduct, profane or other improper language is not allowed.

**Fire and Safety:** All events will be required to meet the occupancy load and fire and safety regulations of the Seattle Public Schools, the City of Seattle, and the State of Washington.

**Copyrighting:** Per Federal copyright law, all organizations must get permission from the copyright holder if the work, program or performance is copyrighted.

**Equipment:** Applicants who wish to use School District equipment, such as the PA system, stage lighting, overhead projectors, screens, chalkboards, must make arrangements with the secretary at the respective school. There may be charges for such equipment use.

**Playground Use:** Playground use must not interfere with school activities, subject the grounds and/or playground equipment to undue wear, create a hazard, or result in unreasonable restriction of use by others. All organized use of the School District grounds must be covered by a building and grounds use permit or agreement.

**Kitchen Facilities:** All use of kitchens must be approved by the Child Nutrition Services Office. Users must call 206-298-7475 to make arrangements for kitchen use. The labor charge will be based on the current pay scale, including benefits, with a minimum of three hours for a call back. There will be an additional charge for weekends and holidays.

**Additional Rules:** Administrative offices and individual schools may compile special rules applicable to specific situations and locations. Any such special rules will be posted in a conspicuous location where they apply.

I acknowledge that I have read and understand and agree to comply with the Rules and Regulations stated herein.

  
APPLICANT SIGNATURE

MARK ZANDBERG  
PRINTED NAME

7/2/2014  
DATE

**EXHIBIT D**

**SEATTLE SCHOOL DISTRICT**

**FY 2014-2015 HOLIDAY/VACATION SCHEDULE AND CHARGES**  
 (September 1, 2014-August 31, 2015)



**A. 2014-2015 Holiday/Vacation Schedule for Custodial Staff**

\*\*There is NO school staffing on these 12 Seattle School District designated holidays for Custodial staff:

Labor Day	September 1, 2014
Veteran's Day	November 11, 2014
Thanksgiving Day	November 27, 2014
Day after Thanksgiving	November 28, 2014
Christmas Eve Holiday	December 24, 2014
Christmas Day Holiday	December 25, 2014
New Year's Eve Holiday	December 31, 2014
New Year's Day Holiday	January 1, 2015
Martin Luther King Jr. Day	January 19, 2015
President's Day	February 16, 2015
Memorial Day	May 25, 2015
Independence Day	July 3, 2015

\*\* Programs that request staff service on the Holidays noted above will be charged the Holiday staffing rate. The number of holidays is subject to change at the discretion of the Seattle School District.

\*\*\* School staff MAY NOT be available during the designated school breaks (Custodial Holidays excluded). If available, Custodial Break hours are typically 7:00am - 3:00pm, however may vary by school.

Winter Break	December 22, 2014- January 2, 2015
Mid-Winter Break	February 17, 2015
Spring Break	April 13, 2015 - April 17, 2015
Summer Break	June 16, 2015 - August 31, 2015

\*\*\*Applicable staffing rate is charged.

**B. Staffing Charges**

Custodial Overtime Rate (four hour minimum). Charges are incurred from one-half hour before the starting times to one-half hour after the ending times indicated on applications/leases.

Week Days (after hours)	\$43.25 per hour
Saturdays (four hours minimum)	\$43.25 per hour
Sundays and Holidays (four hours minimum)	\$56.00 per hour

**C. Heat/Cooling Cost Per User**

Any additional heat/cooling requests outside of normal Academic operating school hours is subject to billing. Some school sites require a custodian to appear onsite to operate heating/cooling, at which staffing charges may be incurred as well. For information about which category the school you are leasing or plan to lease belongs, please refer to the Property Management website at [www.seattleschools.org](http://www.seattleschools.org) or call (206) 252-0633.

	Category A	Category B	Category C	Category D
Startup Cost (one time cost per use)	\$144.50	\$90.80	\$40.25	\$26.80
Plus 1 to 5 Classroom(s)/hour	\$18.70	\$10.15	\$5.10	\$4.30
Gym per hour	\$18.70	\$10.15	\$5.10	\$4.30
Cafeteria per hour	\$18.70	\$10.15	\$5.10	\$4.30
Auditorium	\$18.70	\$10.15	\$5.10	\$4.30

Mark Sanders  
 APPLICANT SIGNATURE

MARK SANDERS  
 PRINTED NAME

RAINGER BEACH  
 SCHOOL

7/2/2014  
 DATE

4.2014

**EXHIBIT E**

Memorandum of Understanding  
School Alignment  
2014 – 19

Seattle Public Schools & School-Based Health Centers  
Rainier High School & Public Health & Seattle & King County

**Background**

All investments funded through the renewed Families and Education Levy, including those provided for and coordinated by school-based health centers, are intended to contribute significantly to the citywide goal of increasing the number of children ready for school, achieving academically, and on track toward a timely high school graduation.

**Aligning School-Based Health Interventions with School Needs**

Building on this intention, the school-based health center will develop and implement a strategic plan for interventions to support the academic success of students at risk of falling behind. A working plan was developed during the 2005- 06 school year and that plan is the basis of a working document to be used and augmented during the 2014 – 19 school year.

**Plan to Support School Success**

To facilitate communication, the health center will develop and refine a written plan describing its efforts to support school success. The plan will include descriptions of the following:

- Methods used to identify and assess students at risk of academic failure;
- Strategies, services and multidisciplinary interventions developed and used to support students at risk;
- Linkages to appropriate community-based organizations that serve Seattle's students; and descriptions of students' academic goals;
- Methods to monitor students' progress in achieving academic goals.

**Time Line for Plan Development**

To fully align and coordinate efforts, the organizations agree to the following time line;

- The plan for school success will be updated as needed within the first two months of school
- School leadership will provide initial feedback and direction no later than November 22, 2013
- In accordance with FERPA and HIPAA requirements, the parties agree to regularly communicate concerning the identification of appropriate students for academic support, and students' academic needs, goals and progress
- Additional tie lines and mutual arrangements for further feedback and communication will be determined by school and health center leadership
- Public Health Seattle-King County will work with the parties throughout the school year to support an on-going improvement process for the strategic plan to support students' capacity to succeed.

**Confidential Student Information**

King County further agrees and understands that the District will only provide identifiable student information or academic records to King County upon a signed release of information, which must be signed by each separate parent or the student, if the student is 18 years of age or older. King County Public Health has the responsibility to get the consent form signed.

**EXHIBIT E**

King County also understands and agrees that any educational records received from the District are considered confidential student information protected by federal law, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g. King County further agrees that student educational records received from the District will not be disclosed to any other person, agency, or entity without the prior written consent of the district unless required to make such a disclosure under an applicable law or court order. King County agrees that any student information obtained through this MOU is confidential and cannot be disclosed to a third-party unless disclosure is required by law, not including aggregated numerical data on student performance of students covered under this MOU and may be used only to perform the services described in this MOU. The unauthorized or unlawful disclosure of student records is just cause for the District to immediately terminate the Memorandum of Understanding.

District staff understand that protected health information received from the SBHC is considered confidential and will not be disclosed in any manner to any other person, agency, or entity without the prior written consent of the student or parent, unless allowed or required to make such a disclosure under an applicable law or court order.

Washington State regulations and case law allow minors to independently consent for and receive the following confidential health services:

- Alcohol/drug abuse treatment
- Outpatient mental health treatment
- Birth control
- Pregnancy care
- STD/HIV diagnosis and testing

District and SBHC staffs need to understand that all information in students' school written records is governed by FERPA and therefore available for parental review until a student turns 18. This means that Washington State minors' rights to privacy are at risk of being violated when school records include information about confidential health services listed above. District staff agrees to consider what information from the SBHC would be included in students' school written records to avoid the risk.

**For Seattle Public Schools:**

**For School-Based Health Centers:**

\_\_\_\_\_  
Principal                      Date

\_\_\_\_\_  
Program Manager                      Date

**EXHIBIT F****WORK LETTER AGREEMENT  
FOR TENANT'S WORK**

This Work Letter Agreement is part of and incorporated into that certain Lease (the "Lease") between and Seattle School District No. 1 (the "Landlord"), and King County, a political subdivision of the State of Washington (the "Tenant") (collectively "Parties"), for the Building and Premises, as defined in Sections 1.6 and 1.7 of the Lease Cover Sheet. Capitalized terms in this Work Letter Agreement shall have the meanings set forth in the Lease. In case of conflicting definitions or terms, the definitions contained herein shall control. This Work Letter and the terms herein apply only to Tenant's Work, and do not apply to circumstances arising outside of Tenant's Work.

**1. General Intent**

It is the intent of this Work Letter Agreement ("Work Letter") that Tenant shall construct improvements to the Premises (the "Tenant's Work") in accordance with the design (described below) at Tenant's expense, except as specifically provided herein. Tenant has executed or will execute that certain contract for construction of Tenant's Work, entitled Rainier Beach High School-Based Health Center Renovation, King County Contract C00911C14 (the "Contract"), dated July 2014. Tenant has procured a design for the Tenant Improvements which has been reviewed and approved by Landlord (the "Final Approved Design"), which is attached to this Work Letter and incorporated herein as Attachment 1. Landlord and Tenant have agreed to a final project budget (the "Budget"), which establishes Tenant's total cost liability for construction of the Tenant's Work. The Budget is attached hereto and incorporated herein as Attachment 2. As set out in the Final Approved Design, the Tenant's Work shall be comprised of the following:

- Demolition of the existing offices in the Premises, and the associated hazardous materials abatement activities identified in the Hazardous Materials Survey;
- Construction of three (3) new acoustically private offices;
- Construction of a lab and exam room;
- Installation of new sinks and associated plumbing; and
- Associated casework, lighting and branch wiring modifications, fire alarm modifications, data cabling, and flooring

Tenant may modify the Final Approved Design with the written approval of Landlord, which approval shall not be unreasonably withheld, conditioned, or denied.

## 2. Costs of Construction

Tenant has contracted with a construction contractor (the "Contractor") for construction of the Tenant's Work. Tenant shall be liable to Contractor for all costs of construction of the Tenant's Work in the Premises, including Change Orders, except that if during the construction of the Tenant's Work any Pre-Existing Hazardous Materials as defined in Section 35 of Part II of the Lease or any other preexisting conditions are discovered in the Premises (except for Hazardous Materials identified in the Hazardous Building Materials Survey dated May 2014) and the expense of addressing such conditions causes the cost of the Tenant's Work to exceed the Budget, then Landlord and Tenant agree to enter into negotiation in good faith to expeditiously find a mutually acceptable allocation of liability and cost, subject to appropriation by their governing bodies, that will return the Premises to a usable condition.

## 3. Construction of Tenant's Work

For any work to be performed in connection with Tenant's Work on the Premises by Tenant or Contractor, the following shall apply:

**3.1** Tenant shall undertake construction of the Tenant's Work after execution of the Lease and shall prosecute construction in a timely manner consistent with this Work Letter until such time as the Tenant's Work is Substantially Completed, as defined in Section 3.5 below.

**3.2** Landlord shall make the Premises available to Tenant and Contractor Monday through Friday, between the hours of 6 a.m. and 11:00 p.m., for entry and construction of the Tenant's Work. Tenant will make requests to Landlord four (4) days in advance to access the Premises for entry and construction of Tenant's Work between the hours of 11:00 p.m. and 6:00 a.m. or on weekends, and Landlord shall not unreasonably withhold, condition or delay approval of such requests. Landlord shall be solely liable for any costs associated with delay caused by Landlord's refusal or inability to make the Premises available as provided herein, except when refusal or inability is based upon a disruption to the educational environment caused by the Tenant's work.

**3.3** Tenant shall be responsible for obtaining all permits and approvals required by the City of Seattle associated with the Tenant's Work.

**3.4** The Tenant's Work shall revert to the ownership of Landlord upon expiration or earlier termination of the Lease.

**3.5** Substantial Completion. As used herein, "Substantial Completion" or "Substantially Completed" shall mean that each of the following have occurred subject only to completion of customary "punch list" items: (a) Tenant's Contractor shall have notified Tenant in writing that Tenant's Work is substantially complete; and (b) Tenant shall have issued a Certificate of Substantial Completion to its Contractor.

**3.6** Points of Contact During Tenant's Work. Through the period of construction of Tenant's Work, the points of contact for Tenant and Landlord shall be as follows:

Tenant's Project Representative:  
Denise Thompson  
King County Facilities Management Division  
Capital Planning and Development  
(206) 296-0552

Landlord's Project Representative: Gretchen DeDecker  
Self Help Projects Program Manager  
Seattle Public Schools  
(206) 252 0637

**4. Indemnification**

To the maximum extent required by law, each party shall protect, defend, indemnify, and save harmless the other party, its elected officials, officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages to the extent arising out of or in any way resulting from each party's own negligent acts or omissions. Each party agrees that it is fully responsible for the acts and omissions of its own contractors and subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this Section 4 extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. This indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that the provisions of this Section 4 were specifically negotiated and agreed upon by them. In the event it is determined that RCW 4.24.115 applies to this Agreement, each party agrees to defend, hold harmless and indemnify the other Party to the maximum extent permitted thereunder.

Tenant shall require its Contractors and subcontractors to indemnify and hold Landlord harmless from and against liability for all claims arising out of or in connection with the Tenant's Work to the extent required by R.C.W. 4.24.115.

**5. Insurance**

After taking into account the scope of work and services which may be performed by its Contractor(s), the Tenant shall require that its Contractor maintain Commercial General Liability, Professional Liability if professional services are required, Automobile Liability insurance, Contractor's Pollution Liability, Statutory Workers Compensation, Employers Liability/Stop Gap, Builder's Risk and other insurance as may be required with prudent limits of liability as established by a Tenant risk assessment.

Such contractor insurance shall insure Tenant, its Contractor, and Landlord and their officers, officials, agents and employees against loss arising out of or in connection with activities, performed in furtherance of this Work Letter Agreement by, the Tenant's Contractor. Contractor's general and automobile liability insurance and other liability insurance as may be required shall include the Tenant, Landlord and their officers, officials, agents and employees as an additional insured and shall contain standard separation of insureds language. The Contractor's insurance shall be primary to and not contributing with any insurance or self-insurance that may be carried by Tenant or Landlord.

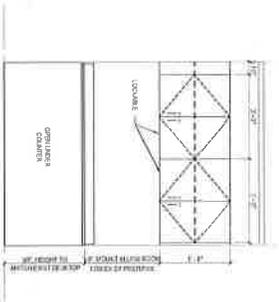
**ATTACHMENT 1:**

**FINAL APPROVED DESIGN**

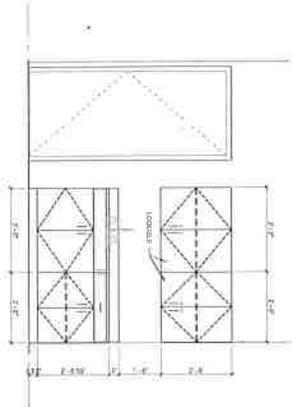




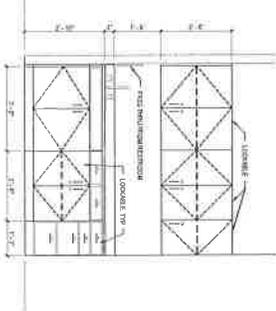




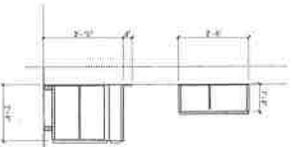
11 RECEPTION CASEWORK  
 1/4" = 1'-0"



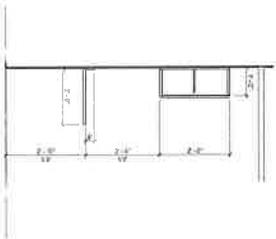
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 1/4" = 1'-0"



13 LAB CASEWORK  
 1/4" = 1'-0"



14 SECTION AT LAB & EXAM CASEWORK  
 1/4" = 1'-0"



15 SECTION AT RECEPTION CASEWORK  
 1/4" = 1'-0"


**King County**  
 Department of Public Services  
 Capital Planning and Development  
 King County Administration Building  
 500 Second Avenue, Suite 2000  
 Seattle, Washington 98102  
 Phone: (206) 467-2333  
 Fax: (206) 467-2333  
 Email: kcd@kingcounty.gov


**DLR Group**  
 Architecture Engineering Planning Interiors  
 1000 1st Avenue, Suite 2000  
 Seattle, WA 98101


**Northwest Architect**  
 1000 1st Avenue, Suite 2000  
 Seattle, WA 98101

RAINIER BEACH HIGH SCHOOL  
 HEALTH SERVICES RENOVATION  
 RAINIER BEACH HIGH SCHOOL  
 8615 SEWARD PARK AVE S  
 SEATTLE, WA 98116

KING COUNTY  
 DEPARTMENT OF PUBLIC SERVICES  
 CAPITAL PLANNING AND DEVELOPMENT  
 KING COUNTY ADMINISTRATION BUILDING  
 500 SECOND AVENUE, SUITE 2000  
 SEATTLE, WA 98102  
 PHONE: (206) 467-2333  
 FAX: (206) 467-2333  
 EMAIL: kcd@kingcounty.gov

DLR GROUP  
 ARCHITECTURE ENGINEERING PLANNING INTERIORS  
 1000 1ST AVENUE, SUITE 2000  
 SEATTLE, WA 98101

NORTHWEST ARCHITECT  
 1000 1ST AVENUE, SUITE 2000  
 SEATTLE, WA 98101

RAINIER BEACH HIGH SCHOOL  
 HEALTH SERVICES RENOVATION  
 RAINIER BEACH HIGH SCHOOL  
 8615 SEWARD PARK AVE S  
 SEATTLE, WA 98116

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/15/11
2	ISSUED FOR PERMIT	11/15/11
3	ISSUED FOR PERMIT	11/15/11
4	ISSUED FOR PERMIT	11/15/11
5	ISSUED FOR PERMIT	11/15/11
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PROJECT NO: 12-1100-27111542  
 DATE: 11/15/11  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT 2011

CASEWORK  
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 DETAILS

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 DP



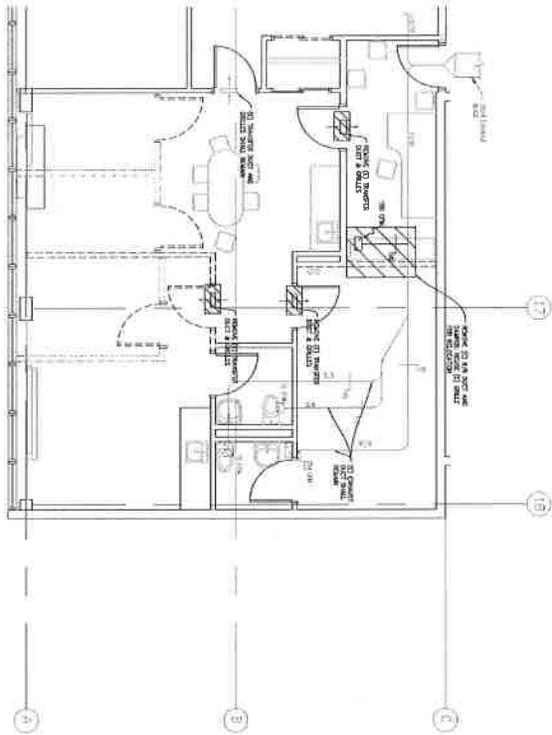








10/17



**FIRST FLOOR MECHANICAL HVAC DEMOLITION PLAN**  
Scale: 1/8" = 1'-0"

**GENERAL NOTES**

1. REMOVE ALL EXISTING EQUIPMENT.
2. REMOVE ALL EXISTING MECHANICAL AND ELECTRICAL EQUIPMENT. REMOVE ALL EXISTING MECHANICAL AND ELECTRICAL EQUIPMENT. REMOVE ALL EXISTING MECHANICAL AND ELECTRICAL EQUIPMENT. REMOVE ALL EXISTING MECHANICAL AND ELECTRICAL EQUIPMENT.
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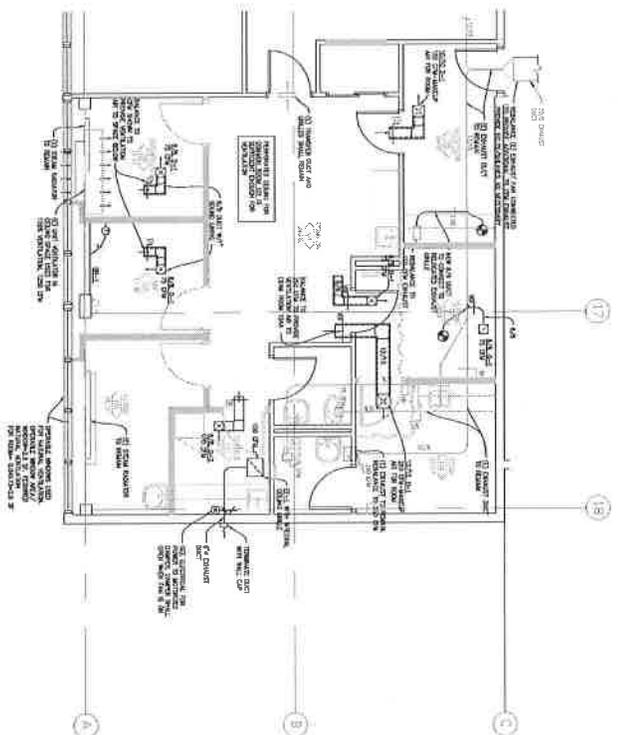
**RAINIER BEACH HIGH SCHOOL  
HEALTH SERVICES RENOVATION**

KING COUNTY FMO  
500 FOURTH AVE, SUITE 820  
SEATTLE, WA 98104

PROJECT NO: 24-5203-02711-15-040  
DATE: 08/13/2024  
DRAWN BY: S.MCGRAW  
CHECKED BY: S.MCGRAW  
FIRST FLOOR MECHANICAL HVAC DEMOLITION PLAN

**DM1.1**

4 OF 10



**FIRST FLOOR MECHANICAL HVAC PLAN**  
 SCALE: 1/4" = 1'-0"

MARK	SYMBOL	DESCRIPTION	DATE	BY	CHKD
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17	17	17	17	17	17

REVISIONS:

1. REVISED FOR PERMITS

2. REVISED FOR PERMITS

MARK	LOCATION	NO.	DATE	BY	CHKD	DESCRIPTION	DATE	BY	CHKD	DESCRIPTION
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17	17	17	17	17	17	17	17	17	17	17

NOTES:

1. REMOVE EXISTING UNIT AND REPAIR WORK TO CONFORM TO PERMITS.

2. PROVIDE NEW UNIT WITH CURB MODEL PERMITS.

3. PROVIDE NEW UNIT WITH CURB MODEL PERMITS.

4. PROVIDE NEW UNIT WITH CURB MODEL PERMITS.

MARK	LOCATION	NO.	DATE	BY	CHKD	DESCRIPTION	DATE	BY	CHKD	DESCRIPTION
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NOTES:

1. REMOVE EXISTING UNIT AND REPAIR WORK TO CONFORM TO PERMITS.

2. PROVIDE NEW UNIT WITH CURB MODEL PERMITS.

3. PROVIDE NEW UNIT WITH CURB MODEL PERMITS.

4. PROVIDE NEW UNIT WITH CURB MODEL PERMITS.

**GENERAL NOTES**

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16. PROVIDE NEW UNIT WITH CURB MODEL PERMITS.
17. PROVIDE NEW UNIT WITH CURB MODEL PERMITS.

**King County**

Department of Planning & Development  
 Division of Planning and Development  
 500 4th Avenue, Suite 220  
 Seattle, WA 98101  
 Telephone: (206) 251-2511  
 Fax: (206) 251-2126

**DLR Group**  
 Architects Engineers Planners Interiors

1000 4th Avenue, Suite 2000  
 Seattle, WA 98101  
 Telephone: (206) 251-2511  
 Fax: (206) 251-2126

**RAINIER BEACH HIGH SCHOOL  
 HEALTH SERVICES RENOVATION**

KING COUNTY FMD  
 500 FOURTH AVE, SUITE 620  
 SEATTLE, WA 98104

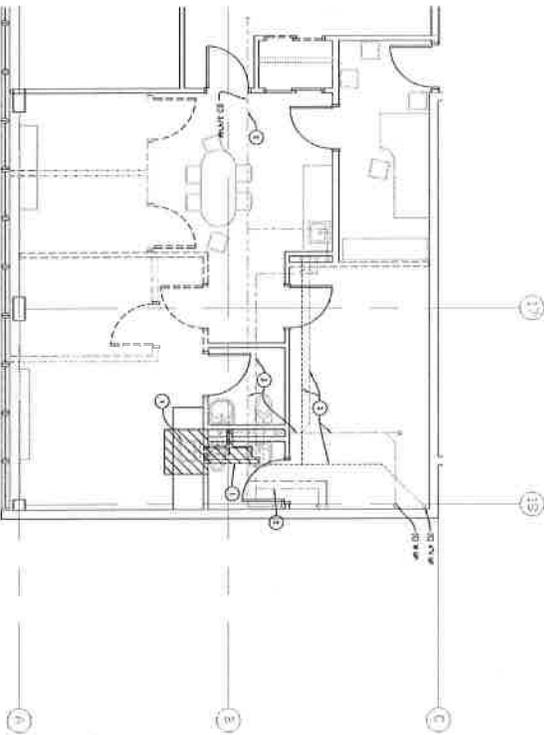
PROJECT NO: 23-2110-0011-15048  
 DATE: 08/11/2014  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

**M1.1**

FIRST FLOOR  
 MECHANICAL  
 HVAC PLAN

OF

GENERAL NOTES



FIRST FLOOR PLUMBING DEMOLITION PLAN

1. DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF SEATTLE DEMOLITION ORDINANCE AND THE KING COUNTY DEMOLITION ORDINANCE.
2. DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF SEATTLE DEMOLITION ORDINANCE AND THE KING COUNTY DEMOLITION ORDINANCE.
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10. DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF SEATTLE DEMOLITION ORDINANCE AND THE KING COUNTY DEMOLITION ORDINANCE.

KEYNOTES

1. DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF SEATTLE DEMOLITION ORDINANCE AND THE KING COUNTY DEMOLITION ORDINANCE.
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RAINIER BEACH HIGH SCHOOL  
HEALTH SERVICES RENOVATION

KING COUNTY FMD  
300 FOURTH AVE, SUITE 820  
SEATTLE, WA 98104

DLR Group  
Architects Engineers Planners Interiors

King County  
Department of Transportation  
Public Works and Engineering  
500 4th Avenue, Suite 820  
Seattle, WA 98104  
Tel: (206) 467-5915

PROJECT NO: 19-51103-0211-15-040  
DATE: 08/05/14  
DRAWN BY: PEARL ISET  
CHECKED BY: S. MCGONIGAN  
APPROVED BY: S. MCGONIGAN

FIRST FLOOR  
PLUMBING  
DEMOLITION PLAN

DP1.1  
OF



**ATTACHMENT 2:**

**BUDGET**

## TENANT IMPROVEMENT COST ESTIMATE SUMMARY

<b>Project Name:</b>	Rainier Beach HS Clinic Remodel	<b>MMRF/CIP #:</b>	1123982	<b>Date:</b>	Rev. 7/21/2014
<b>Requesting Agency:</b>	Public Health	<b>Estimator:</b>	Denise Thompson		
<b>Implementing Agency:</b>	FMD	<b>Checked by:</b>			

**Project Scope:**

Remodel of 1098.5 square feet of the Rainier Beach High School-based health center to expand mental health provider office space; improve acoustic privacy; enhance storage space; add laboratory facilities including immunization and pharmacy storage; improve clinical workspaces; improve supervision of day room; and enhance efficiency of provider and clerical workspaces. The proposed project will improve efficiency, effectiveness, and quality of care provided to Rainier Beach High School students.

ELEMENT - DESCRIPTION	PROJECT COSTS
<b>01 - CONSULTANT DESIGN</b>	
Basic A/E Fee - DLR	\$24,701
Add. Services (incl. services during construction) - Herrera, Seahurst	\$15,925
<b>Total 01 - Consultant Design Cost</b>	<b>\$40,626</b>
<b>03 - CONSTRUCTION</b>	
MAX. ALLOWABLE CONST. COST (MACC)	\$172,497
Sales Tax 9.50% of MACC (Check site area)	\$16,387
Building Permit Fees 1.50% of MACC	\$2,587
Moving Cost (\$500-\$1000/person)	\$3,000
Special Inspection & Testing Fee 0.75% of MACC	\$1,294
<b>Total 03 - Construction Cost</b>	<b>\$195,765</b>
<b>05 - CONTINGENCY</b>	
Project Contingency	\$39,965
<b>Total 05 - Contingency Cost</b>	
<b>09 - COUNTY FORCE ADMINISTRATION</b>	
Project Management Time <span style="border: 1px solid black; padding: 2px 10px;">200</span> Hours	
<b>Total 09 - County Force Admin. Cost</b>	<b>\$29,000</b>
<b>TOTAL TENANT IMPROVEMENT COSTS</b>	<b>\$305,356.00</b>

LEASE AGREEMENT

## PART II

THIS LEASE AGREEMENT is made by and between SEATTLE SCHOOL DISTRICT NO. 1, a municipal corporation (hereinafter "Landlord"), and Tenant, and dated as of the Lease Reference Date set forth in PART I of the Lease Agreement ("Lease Cover Sheet").

## WITNESSETH

FOR AND IN CONSIDERATION of the rents herein reserved and in further consideration of the mutual promises, terms and conditions hereof, the parties hereby agree as follows:

1. PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises described in Section 1.6 of the Lease Cover Sheet, together with a non-exclusive right during the term of this Lease to use the Common Areas and Other Spaces as described in Section 5 of the Lease Cover Sheet. Tenant's use of Common Areas shall be common with Landlord and all other occupants of the Building, and their employees, agents, customers and invitees. Landlord reserves the right to make changes in the Common Areas and the Building as Landlord deems necessary and to establish reasonable rules and regulations for the use of the Common Areas and the Building.

2. BUSINESS PURPOSES

The Premises are to be used only for the purposes described in Section 1.12 of the Lease Cover Sheet and for no other business or purpose without the written consent of Landlord, which it may give or withhold in its sole discretion.

3. TERM

The term of this Lease shall commence on the Commencement Date and shall terminate at midnight on the Termination Date, with the days and hours of use as stated in Section 1.9 of the Lease Cover Sheet.

4. [Reserved]5. RENT.

- 5.1 In the event Tenant is required to pay base rent, Tenant covenants and agrees to pay Landlord, as monthly rental for the Premises, in lawful money of the United States, in advance on the first day of each calendar month to Landlord at Landlord's office or at such other place as Landlord may hereafter designate, the amount(s) stated in Section 1.10 of the Lease Cover Sheet.

5.2 Tenant acknowledges that late payment to Landlord of rental or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult and impractical to ascertain. Such costs include, but are not limited to, processing and accounting charges. Therefore, in the event Tenant should fail to pay any installment of rental or any sum due hereunder after such amount is due, Tenant shall pay to Landlord as additional rental a late charge equal to five percent (5%) of each such late installment or the sum of Twenty-Five Dollars (\$25.00) per month, whichever is greater. A Fifteen Dollar (\$15.00) charge will be paid by Tenant to Landlord for each returned check.

6. SECURITY ALARM

6.1 Tenant is responsible for securing the Premises before leaving the Building.

6.2 Tenant agrees to reimburse Landlord for all reasonable costs incurred for each security call due to failure of Tenant to properly follow established procedures for securing the Building or using the security alarm system upon leaving or entering the Building.

7. UTILITIES AND SERVICE

7.1 During the term of this Lease, Landlord will provide to the Premises during Normal Academic Hours, the following utilities and services (provided that, costs for additional custodial and utilities services incurred by Landlord due to Tenant's use will be billed to Tenant, as stated in Section 3 of the Lease Cover Sheet in addition to the monthly rent):

- (a) Electricity, water, gas and sewer service;
- (b) Telephone connection, but not including telephone stations and equipment (it being expressly understood and agreed that Tenant shall be responsible for the ordering and installation of telephone lines and equipment which pertain to the Premises);
- (c) Heating and cooling to such extent and to such levels as, in Landlord's judgment, is reasonably required for the comfortable use and occupancy of the Premises while premises also are occupied by Landlord's educational programs; and
- (d) Custodial and window washing service in the Premises and Common Areas.

7.2 Tenant shall arrange for and shall pay the entire cost and expense of all telephone stations, equipment and use charges, electric light bulbs and all

other materials and services not expressly required to be provided and paid by Landlord pursuant to the provisions of paragraph 7.1 above.

- 7.3 Tenant shall not, without the written consent of Landlord, use any apparatus or device on the Premises (including, but without limitation thereto, electronic data processing machines, punch card machines or machines using current in excess of 110 volts) which will substantially increase the amount of electricity or water supplied at the Premises as compared to the amount of such utilities historically used in the Premises. If Tenant requires such substantial increase in water or electric current at the Premises, Tenant shall first procure the written consent of Landlord for the use thereof. Landlord may cause a water meter or electric current meter to be installed in the Premises. The cost of such meters and of installation, maintenance, and repair thereof shall be paid by Tenant. Tenant further agrees to pay Landlord promptly upon demand for all such water and electric current consumed at the rates charged for such services by the City of Seattle or the local public utility, plus any additional expense incurred by Landlord in keeping account of the water and electric current so consumed. Tenant shall not connect with electrical current, except through electrical outlets in the Premises.
- 7.4 Landlord shall not be liable for and Tenant shall not be entitled to terminate this Lease or to effectuate any abatement or reduction of rent by reason of Landlord's failure to provide or furnish any of the foregoing utilities or services unless such failure was due to the negligence or intentional misconduct of Landlord.

## 8. ACCEPTANCE AND CARE OF PREMISES

- 8.1 Tenant has inspected the Premises and accepts the Premises "AS IS" in its present condition. During the term of this Lease and any extension thereof, Tenant, at Tenant's sole cost, excluding custodial services to be provided by Landlord, shall keep the Premises in a neat, clean, and sanitary condition and shall make all necessary repairs and maintenance to the Premises.

Tenant shall maintain the Premises including, but not limited to, glass, and plumbing, in good and proper repair, and in accordance with all applicable statutes, city ordinances and directions or regulations of the proper public authorities. However, Tenant shall not be required to make any repairs with respect to any conditions tied to main building systems, structural defects in the walls, foundation or roof of the Premises or Building, or other items identified in Section 6.2 of the Lease Cover Sheet.

- 8.2 In the event Tenant fails to maintain the Premises in good order, condition, and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. In the event Tenant fails to commence such work within ten (10) days of notice and to diligently prosecute it to completion, then Landlord shall have the right, at its option and in addition to all other remedies, to do such acts and expend such funds to maintain the Premises and to invoice Tenant for costs incurred. Landlord shall have no liability to Tenant for any damage,

inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

- 8.3 Except as provided in Section 6.2 of the Lease Cover Sheet, Tenant acknowledges and agrees that Landlord shall have no obligation whatsoever to make any alterations, additions, renovations or improvements to the Premises or to determine if any alterations are necessary in order for Tenant to conduct its business as set forth in Section 2 above. In the event that any federal, state, or city department or agency determines that certain alterations, additions, renovations or improvements are required to permit Tenant to use the Premises for the purpose(s) set forth in Section 2 above, Landlord shall have no obligation to make such changes, except as provided in Section 6.2 of the Lease Cover Sheet. If Tenant is unable, in its sole judgment, to make such changes, then this Lease shall be terminated and both parties relieved of all rights and obligations hereunder.
- 8.4 This Section 8 shall not apply to Tenant's Work, which shall be governed by the Section 2 of the Lease Cover Sheet and the Work Letter Agreement.

## 9. WAIVER OF SUBROGATION

- 9.1 Landlord and Tenant do each herewith and hereby release and relieve the other from responsibility for, and waive their entire claim of recovery for, any loss or damage to the real or personal property of either located anywhere in the Premises or the Building, arising out of or incident to the occurrence of any of the perils which are covered by any property insurance policy obtained by Tenant or Landlord or required by this Lease to be obtained. Each party shall obtain any special endorsements, if required by its insurer, to evidence this waiver of the insurer's right to subrogation against the other party.
- 9.2 The mutual waivers and waivers of subrogation rights in Section 9.1 above shall not apply to the extent Tenant self-insures for property damage, if allowed to do so by Landlord. Additionally, the mutual waivers and waivers of subrogation in Section 9.1 above shall not apply for losses or claims for any one (1) property damage occurrence, in which the amount of damages is equal to or less than Landlord's property damage deductible or self-insurance retention (collectively, the "Deductible"), which is, as of the date of execution hereof, \$100,000 ("Deductible").

## 10. INSURANCE

- 10.1 Tenant, at its own expense, shall provide and keep in force with companies reasonably acceptable to Landlord, the following:
- Commercial general liability insurance against liability for bodily injury and property damage for a combined single limit of not less than One Million Dollars (\$1,000,000) for any one occurrence and Two Million

Dollars (\$2,000,000) in the aggregate for this leased space, including coverage for contractual liability and personal injury, and One Hundred Thousand Dollars (\$100,000) for tenant's legal liability;

- If Tenant provides or allows its contractors or sublessees to provide professional medical or mental health services, medical professional liability (errors and omissions) coverage shall be required with a minimum limit of \$1,000,000 per wrongful act and \$2,000,000 annual aggregate;
- Statutory Workers' Compensation, including Employer's Contingent Liability (Stop Gap) in Tenant's commercial general liability coverage with a limit of at least \$1,000,000 per bodily injury/accident; \$1,000,000 bodily injury/disease-policy aggregate, and \$1,000,000 bodily injury/disease-employee;
- Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000, including all owned, non-owned and hired vehicles and covering claims for damages because of bodily injury or death of any person or property damage arising out of ownership, maintenance or use of any motor vehicle; and
- Products/Completed Operations Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

The foregoing insurance shall be placed with an insurance company or companies licensed to do business in the State of Washington and shall have an A.M. Best's rating of A or better. Tenant shall furnish Landlord with a copy or certificate of such policies before the Commencement Date of this Lease and whenever required shall satisfy Landlord that such policies are in full force and effect. Such policies shall list Landlord as an **additional insured** and shall be primary and non-contributing with any insurance carried by Landlord. Such policies shall not be cancelable or materially altered without forty-five (45) days' prior written notice to Landlord. In addition, the policies shall provide for ten (10) days' written notice to Landlord in the event of cancellation for non-payment of premium. In the event that Tenant fails to deliver the policies or certificates to Landlord as required above, Landlord may, after fifteen (15) days' notice to Tenant, take out such coverage and/or policies as Landlord may deem necessary or prudent in its sole discretion and for its sole benefit, and charge their costs to Tenant as additional rent, to be paid by Tenant on the fifth day of the month following the date on which Landlord takes out such coverage and/or policies and sends notice to Tenant demanding such payment.

- 10.2 If Landlord permits Tenant to self-insure for all or any portion of the insurance coverages required to be carried by Tenant hereunder, Tenant hereby agrees to provide written proof of such self-insurance program.

10.3 Tenant, a charter county government under the constitution of the State of Washington maintains a fully funded self-insurance program as defined in King County Code 2.12 for the protection and handling of the County's liabilities including injuries to persons and damage to property. Landlord acknowledges, agrees and understands that the Tenant is self-funded for all of its liability exposures. The Tenant agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Lease. The Tenant agrees to provide the Landlord with at least 30 days prior written notice of any material change in the Tenant's self-funded program and upon request will provide the Landlord with a certificate of self-insurance as adequate proof of coverage. The Landlord further acknowledges, agrees and understands that the Tenant does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the Tenant does not have the ability to add the Landlord as an additional insured.

10.4 Landlord, at its own expense, shall provide and keep in force the following:

- Commercial general liability insurance against liability for bodily injury and property damage for a combined single limit of not less than One Million Dollars (\$1,000,000) for any one occurrence and Two Million Dollars (\$2,000,000) in the aggregate for this leased space, including coverage for contractual liability and personal injury.

The foregoing insurance shall be placed with an insurance company or companies licensed to do business in the State of Washington and shall have an A.M. Best's rating of A or better. Landlord shall furnish Tenant with a copy or certificate of such policies before the commencement date of this Lease and whenever required shall satisfy Tenant that such policies are in full force and effect. Such policies shall list Tenant as an additional insured and shall be primary and non-contributing with any insurance carried by Tenant. If Landlord is self-insured for all or any portion of the insurance coverages required to be carried by Landlord hereunder, Landlord hereby agrees to provide written proof of such self-insurance program.

## 11. ALTERATIONS OR IMPROVEMENTS

This Section 11 shall not apply to Tenant's Work, which shall be governed by Section 2 of the Lease Cover Sheet and the Work Letter Agreement.

Tenant shall not make any alterations, additions, renovations or improvements in or to the Premises without first obtaining the written consent of Landlord. All alterations, additions, renovations and improvements which shall be made shall be at the sole cost and expense of Tenant and shall become a part of the real property and belong to Landlord and shall remain in and be surrendered with the Premises as a part thereof at the termination of this Lease, or be removed from the Premises by Tenant at the sole discretion of Landlord. Landlord reserves the right to review and approve Tenant's plans, specifications and contractor and, further, Landlord reserves the right to impose such restrictions or conditions upon its consent to the above work, including the requirement that Tenant appropriately bond the same, as Landlord may deem reasonably appropriate.

Tenant shall provide Landlord within sixty (60) days after receipt from contractor of "As-built documentation", a set of reproducible copies of record drawings and other data showing the construction project. Tenant shall also furnish to Landlord one preliminary review copy and three finished copies of "Equipment Operation and Maintenance Manual" for the Premises at which work was performed. All plan views of the construction project shall be prepared using the most current AutoCAD software available. Copies of all plan drawings shall be submitted to District in AutoCAD drawing format as well as PDF format.

Landlord further reserves the right to make any alterations, additions, or improvements to the Premises at the sole cost of Landlord which, in Landlord's sole discretion, are necessary or appropriate for the Premises, provided that Landlord will avoid to the extent reasonably possible interfering with Tenant's use of the Premises.

## 12. DAMAGE OR DESTRUCTION

12.1 In the event the Premises or the Building are partially or wholly destroyed or damaged by fire, earthquake, or other casualty, it shall be optional with Landlord to repair or rebuild the same, and in the meantime the monthly rental and any other costs for which Tenant is responsible shall be abated in the same proportion as the untenable portion of the Premises bears to the tenantable portion thereof, and Tenant shall not be obligated to provide services pursuant to the MOU while the Building and/or the Premises remain in such condition. Unless Landlord within sixty (60) days after the happening of any such damage or casualty shall notify Tenant of its election to restore said Premises or Building, this Lease shall thereupon terminate. Landlord shall not be required to repair or restore any damage or injury nor replace any equipment, inventory, fixtures or other personal property of Tenant or others located on the Premises. Any proceeds payable to Landlord from insurance policies carried by Landlord covering the Premises or the Building shall be the sole and exclusive property of Landlord.

12.2 In the event the Premises or the Building are partially or wholly destroyed or damaged by fire, earthquake, or other casualty during Tenant's Work and prior to Substantial Completion as defined in the Work Letter Agreement, and Landlord elects to rebuild pursuant to Section 12.1 above, Landlord and Tenant shall cooperate to rebuild the Tenant Improvements consistent with the Final Approved Design attached to the Work Letter Agreement and shall rebuild the remainder of the Premises and Building to pre-casualty condition, with Tenant bearing responsibility and cost for the Tenant's Work and Landlord bearing responsibility and cost for the remainder of the Premises and Building. Landlord and Tenant shall cooperate in the reconstruction, including public work administration, and may agree to different allocations of responsibility, including cost, for the most efficient and expeditious arrangement for construction.

13. CONDEMNATION

If any part of the Premises or the Building shall be taken or condemned, and a part thereof remains which is susceptible to occupation hereunder, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and the rental payable hereunder shall be adjusted so that Tenant shall be required to pay for the remainder of the term only such portion of such rent as the number of square feet in the part remaining after the condemnation bears to the number of square feet of the entire Premises at the date of condemnation; but in such event Landlord shall have the option to terminate this Lease by written notice to Tenant within thirty (30) days of the date when title to the part so condemned vests in the condemnor. If part or all of the Premises or the Building be taken or condemned, all compensation awarded to Landlord upon such condemnation or taking shall go to Landlord and Tenant shall have no claim thereto. Tenant may make separate claims against the condemning authority for damages to its personal property or moving expenses.

14. ACCIDENTS AND INDEMNIFICATION

14.1 Accidents and Liability. Except as otherwise provided in this Lease and to the extent of Landlord's negligence or willful misconduct, Landlord or its agent shall not be liable for any injury or damage to persons or property sustained by Tenant or any other person or entity, in and about the Premises, including without limitation any loss or damage to person or property sustained by Tenant, its appointed and elected officials, and employees, which may be caused by the Building, or the Premises, or any appurtenance thereto, being out of repair, or the bursting or leakage of any water, gas, sewer or steam pipe, or by theft, or by any act or neglect of any tenant or occupant of the Building, or of any other person, or by any other cause of whatsoever nature.

14.2 Tenant Indemnification. To the fullest extent permitted by law Tenant agrees to indemnify and hold Landlord harmless as provided herein to the maximum extent possible under law. Accordingly, Tenant agrees for itself, its successors, assigns, or any agents, contractors, subcontractors, licensees or invitees of Tenant, to defend, indemnify, and hold harmless Landlord, its board members, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Tenant's exercise of rights and privileges granted by this Lease, except to the extent of Landlord's negligence. Tenant's obligations under this section shall include:

- (a) The duty to promptly accept tender of defense and provide defense to Landlord with legal counsel reasonably acceptable to Landlord at Tenant's own expense; and
- (b) Indemnification of claims made by Tenant's own employees or agents; and
- (c) Waiver of Tenant's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify Landlord, which waiver has been mutually negotiated by the parties.

In the event it is necessary for Landlord to incur attorney's fees, legal expenses or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from Tenant.

14.3 Landlord Indemnification. To the fullest extent permitted by law, Landlord agrees to indemnify and hold Tenant harmless as provided herein to the maximum extent possible under law. Accordingly, Landlord agrees for itself, its successors, assigns or by others including, without limitation, all persons directly or indirectly employed by Landlord, or any agents, directors, contractors, subcontractors, licensees or invitees of Landlord, to defend, indemnify, and hold harmless Tenant, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Landlord's exercise of rights and privileges granted by this Lease, except to the extent of Tenant's negligence. Landlord's obligations under this section shall include:

- (a) The duty to promptly accept tender of defense and provide defense to Tenant with legal counsel reasonably acceptable to Tenant at Landlord's own expense; and
- (b) Indemnification of claims made by Landlord's own employees or agents; and
- (c) Waiver of Landlord's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify Tenant, which waiver has been mutually negotiated by the parties.

In the event it is necessary for Tenant to incur attorney's fees, legal expenses or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from Landlord.

The provisions of this Section shall survive the expiration, abandonment or termination of this Lease for a period of two (2) years.

15. [Reserved]

16. COMPLIANCE WITH LAWS

Tenant shall comply fully with all federal and state statutes and city ordinances now or hereafter in force in respect to the Premises and Tenant's activities therein. Tenant warrants and represents to Landlord that Tenant shall use the Premises only for lawful purposes.

17. ACCESS

Landlord shall have the right to inspect the Premises at all reasonable times and enter the same for purposes of cleaning, repairing, altering, improving the Premises or the Building, but nothing contained in this Section 17 shall be construed so as to impose any obligation on Landlord to make any repairs, alterations or improvements. Tenant shall not install any new lock or bolt on any door without Landlord's prior written consent. Landlord shall

have the right to show the Premises to prospective tenants three months prior to the expiration of the term of this Lease.

18. SIGNS OR ADVERTISING

Tenant will not inscribe, post, place, or in any manner display any sign, notice, picture, poster or any advertising matter whatsoever anywhere in or about the Premises, without first obtaining Landlord's written consent thereto, which shall not be unreasonably withheld. All requests made by Tenant pursuant to this Section 18, shall be submitted to the School Principal and Landlord will either approve or disapprove any request pursuant to this Section 18 within 10 days of receipt. If Landlord withholds consent for such a request, Landlord shall detail in writing its reasons for withholding consent. Any consent so obtained from Landlord shall be with the understanding and agreement that Tenant will remove same at the termination of the tenancy herein created and repair any damage or injury to the Premises or the Building caused thereby, and must comply with applicable governmental requirements. Any advertising, flyers or posters must state that Landlord is not in any way sponsoring or endorsing this activity. In addition, the Premises may not be used by religious groups for recruitment or proselytizing activities.

19. WASTE AND UNLAWFUL USE

Tenant will not commit or suffer any waste upon the Premises, or disturb the quiet enjoyment of any other occupants of the Building by making or suffering any nuisance, undue or unseemly noise, or otherwise, and will not do or permit to be done in or about the Premises anything which is illegal or unlawful, or which will be dangerous to life or limb, or which will increase any insurance rate upon the Premises or the Building.

20. SUCCESSORS

All the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors, marital communities and assigns. Any assignment or subletting of the Premises or any interest in this Lease shall not relieve Tenant of primary responsibility for the performance of the terms and payment of the sums to be performed or paid by Tenant hereunder.

21. POSSESSION

In the event of the inability of Landlord to deliver possession of the Premises or any portion thereof at the time of the Commencement Date of this Lease, Landlord shall not be liable for any loss or damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event Tenant shall not be liable for any rental until such time as Landlord can deliver possession. If Landlord shall deliver possession of the Premises to Tenant prior to the Commencement Date of this Lease and Tenant agrees to accept the same at such time, both Landlord and Tenant agree to be bound by all the provisions and obligations of this Lease during the prior period, including the payment of rental and other amounts payable by Tenant to Landlord hereunder at the same monthly rate prorated for the prior period.

22. TAXES

In the event Tenant is required to pay base rent, the monthly base rent payments required hereunder are exclusive of any sales, business or occupation or other state taxes levied or assessed against Landlord and which are based on rents, and should any such taxes apply, or be enacted during the life of this Lease, the rental shall be increased by such amount. Tenant shall pay before delinquency any and all taxes, assessments, license fees and public charges levied, assessed or imposed and which shall become payable during the term of this Lease upon Tenant's fixtures, furniture and personal property installed or located in the Premises.

23. [Reserved]24. COSTS AND ATTORNEYS' FEES

If, by reason of any default or breach hereunder by Landlord or by Tenant, it becomes necessary to institute suit, the prevailing party in such suit shall be entitled to recover, as part of any judgment, such amount as the court shall determine reasonable as attorneys' fees for the prevailing party in such suit, together with taxable costs, including such costs and attorneys' fees on appeal.

25. NON WAIVER OF BREACH

The failure of Landlord to insist upon strict performance of any of the covenants and agreements of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such or of any other covenant or agreement, but the same shall be and remain in full force and effect.

26. REMOVAL OF PROPERTY

In the event of any entry in, or taking possession of, the Premises upon the termination of this Lease, Landlord shall have the right, but not the obligation, to remove from the Premises all personal property located therein, and may store the same in any place selected by Landlord, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Tenant, after it has been stored for a period of thirty (30) days or more. The proceeds of such sale shall be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof, with the balance, if any, to be paid to Tenant.

27. HOLDOVER

If Tenant shall, without the written consent of Landlord, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the

State of Washington. During such tenancy, Tenant agrees to be subject to the same rent arrangement described in Section 1.10 of the Lease Cover Sheet including all other amounts then payable by Tenant to Landlord, unless a different rent arrangement is agreed upon, and to be bound by all the terms, covenants, and conditions as herein specified, so far as applicable.

28. ASSIGNMENT AND SUBLETTING

- 28.1 Tenant shall not transfer, dispose, assign, mortgage, or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Tenant, or sublet the Premises, or any part thereof (each of the foregoing shall be a "Transfer") without the prior written consent of Landlord, HRSA and the City of Seattle in each instance, which may be withheld in Landlord's sole discretion and subject to HRSA and City of Seattle approval. Such prohibition against Transfer shall include any transfer by operation of law and any transfer of this Lease from the Tenant by merger, consolidation, transfer of assets, or liquidation.
- 28.2 Any Transfer without Landlord's consent shall, at Landlord's sole discretion, be void, and shall constitute a default hereunder which, at the option of Landlord, shall result in the termination of this Lease or exercise of Landlord's other remedies hereunder. Consent to any Transfer shall not operate as a waiver of the necessity for consent to any subsequent Transfer, and the terms of such consent shall be binding upon any person holding by, under, or through Tenant.
- 28.3 If this Lease or all or any portion of the Premises is Transferred or occupied by any person other than Tenant or Tenant's service providers, Landlord may collect rent and other charges from such other party and apply the amount collected to the rent and other charges reserved hereunder, but such collection shall not constitute consent or waiver of the necessity of consent to such Transfer, nor shall such collection constitute the recognition of such assignee, sublessee, or other party as Tenant hereunder or a release of Tenant from the further performance of all of the covenants and obligations of Tenant herein contained. In the event that Landlord shall consent to a Transfer, Tenant shall pay to Landlord a fee equal to ten percent (10%) of one month's rent for expenses incurred in connection with processing of documents necessary to the giving of such consent, and shall include with the request for consent a copy of the proposed transfer document and adequate financial information for the proposed transferee.

29. NOTICES

All notices, statements, demands, requests, consents, approvals, authorization, offers, agreements, appointments, or designations under this Lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if personally delivered or sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Tenant, addressed to Tenant at the address set forth in Section 1.3 of the Lease Cover Sheet;

If to Landlord, addressed to Landlord at the address set forth in Section 1.5 of the Lease Cover Sheet, or to such other place as Landlord may from time to time designate by notice to Tenant.

30. LIENS AND ENCUMBRANCES

Tenant shall keep the Premises free and clear of any liens and encumbrances arising out of the use and occupancy of the Premises by Tenant. At Landlord's request Tenant shall furnish Landlord with written proof of payment of any item which, if not paid, would or might constitute the basis for such a lien on the Premises. Tenant may contest the validity or amount of any such lien or encumbrance in good faith provided that, within forty-five (45) days after the filing of such lien or encumbrance, Tenant discharges the same by providing and recording a bond which complies with the requirements of RCW 60.04.161 eliminating said lien and/or encumbrance.

31. BREACH BY TENANT

In the event that Tenant defaults in the performance of any of the terms, provisions, covenants and agreements on the Tenant's part to be kept, observed and performed, and such default is not corrected within sixty (60) days after the provision of notice thereof from Landlord, or such longer period as may be reasonable under the circumstances; or shorter period if required by applicable fire or safety codes; or if Tenant shall abandon, desert, vacate or remove from the Premises; or if Tenant shall fail to pay any amount due hereunder for more than five (5) days after written notice thereof from Landlord, then, in such event, Landlord, at its option at any time thereafter, may terminate this Lease together with all of the estate, right, and title thereby granted to or vested in Tenant by giving sixty (60) days notice in writing of such election, by certified mail addressed to Tenant at the address specified in this Lease, and notification to HRSA and the City of Seattle of any default by the Tenant under the Lease. HRSA and/or the City of Seattle shall have sixty (60) days from the date of receipt of the Landlord notice of default in which to attempt to eliminate the default, and the Landlord will delay exercising remedies until the end of the sixty (60) day period. At the expiration of such sixty (60) day period, this Lease and all of the estate, right, title and interest thereby granted to or vested in Tenant shall then cease and terminate, and Landlord may re-enter said Premises using such force as may be required. Notwithstanding such re-entry by Landlord and anything to the contrary in this agreement, the liability of Tenant for the rent provided for herein shall not be extinguished for the balance of the term of this Lease. The Manager of Landlord's Property Management Office shall have the right to determine on Landlord's behalf the existence of any default in performance or other breach or violation of the terms and conditions hereof on the part of Tenant. Notwithstanding anything to the contrary herein, Landlord has the right to terminate this Lease immediately, or to suspend access to the Premises if Landlord determines that access to the Premises or continuation of Tenant's occupancy would jeopardize the health or safety of the students, staff or public.

HRSA and/or the City of Seattle may intervene to ensure that the default is eliminated by the Tenant or another grant recipient named by HRSA and/or the City of Seattle that is assigned this Lease ("Other Grant Recipient"); the lessor shall accept payment of money

or performance of any other obligation by HRSA/City of Seattle's designee, for the Tenant or Other Grant Recipient, as if such payment of money or performance had been made by the Tenant or Other Grant Recipient; in the event that the Tenant or Other Grant Recipient defaults, the award is terminated, or the Tenant or Other Grant Recipient vacates the leasehold before the end of the lease term, HRSA and/or the City of Seattle shall have the right to designate a replacement for the Tenant or Other Grant Recipient for the balance of the lease term, subject to approval by the lessor, which will not be withheld except for good reason and within the guidelines of the MOU.

In the event of an uncorrected default by Tenant, Landlord, in addition to other rights or remedies that it may have, shall have the right to either terminate this Lease or from time to time, without terminating this Lease, enter and relet the Premises or other part thereof for the account and in the name of Tenant or otherwise, for any such term or terms and conditions as Landlord in its sole discretion may deem advisable with the right to make alterations and repairs to the Premises. Tenant shall pay to Landlord as soon as ascertained, the costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs. Rentals received by Landlord from such reletting shall be applied: First, to the payment of any indebtedness, other than rental, due hereunder from Tenant to Landlord; second, to the payment of the cost of any alterations and repairs to the Premises necessary to return the Premises to good condition, normal wear and tear excepted, for uses permitted by this Lease and the cost of storing any of Tenant's property left on the Premises at the time of reletting; third, to the payment of rental due and unpaid hereunder and the residue, if any, shall be held by Landlord and applied in payment of future rent or damages in the event of termination as the same may become due and payable hereunder and the balance, if any, at the end of the term of this Lease shall be paid to Tenant. Should such rental received from time to time from such reletting during any month be less than that agreed to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly.

32. CANCELLATION

In the event Landlord determines at any time during the term of this Lease that the Premises are required for other purposes, this Lease shall be subject to cancellation by Landlord as provided in Section 1.13 and 1.14 of the Lease Cover Sheet.

33. VACATING OF PREMISES

Upon termination of this Lease, Tenant shall return the Premises in good order and condition, except for normal wear and tear and damage by fire or other casualty. On or before the date of termination, Tenant shall have removed all furniture, equipment, supplies, and other materials owned and controlled by Tenant. At the election of Landlord, Tenant shall restore the Premises to their original condition, including the removal of all improvements, additions, fixtures or alterations made by Tenant to the Premises, other than Tenant's Work.

34. MISCELLANEOUS

- 34.1 The paragraph and section headings hereof are for convenience only and shall not be used to expand or interpret the meaning of any part of this Lease.
- 34.2 Time is of the essence hereof.
- 34.3 If any portion of this Lease shall be deemed void, illegal or unenforceable, the balance of this Lease shall not be affected thereby.
- 34.4 This Lease shall be interpreted under the laws of the State of Washington.
- 34.5 The parties agree that the Superior Court of the State of Washington for King County shall have sole jurisdiction over any question, claim, loss or injury arising hereunder.
- 34.6 Tenant acknowledges that except as expressly set forth in this Lease, neither Landlord nor any other person has made any representation or warranty with respect to the Premises or any other portion of the Building. Specifically, but not in limitation of the foregoing, no representation has been made or relied on with respect to the suitability of the Premises or any other portion of the Building for the conduct of Tenant's business.
- 34.7 If Tenant fails to pay, when the same is due and payable, any rent, or other sum required to be paid by Tenant hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at a rate equal to ten percent (10%). Landlord may elect to make payment of any unpaid amounts required to be made by Tenant hereunder and, upon demand, Tenant shall reimburse Landlord for said amounts together with interest.
- 34.8 Landlord does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise.
- 34.9 Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or service, or acts of God.
- 34.10 [Reserved]
- 34.11 Landlord reserves the right to change the name of the Building in its sole discretion, without notice or liability to Tenant.
- 34.12 Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, and defend with

counsel acceptable to such party, all liabilities arising from any such claim (including, without limitation, the cost of counsel fees in connection therewith).

34.13 The lease and any amendment to it shall be recorded by the Tenant in the land records of the jurisdiction where the property is situated.

34.14 Landlord and Tenant shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16.125. Landlord and Tenant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements with King County.

### 35. HAZARDOUS MATERIALS

35.1 Defined.

35.1.1 For the purposes of this Lease, the term "Hazardous Materials" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.

35.1.2 For purposes of this Lease, the term "Environmental Law" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 6901 et. seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW ch. 70.105D ("MTCA"); the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Washington Water Pollution Control Act (RCW 90.48), and any laws concerning above ground or underground storage tanks.

35.2 Tenant agrees to protect, indemnify, defend (with counsel satisfactory to Landlord) and hold Landlord and its officials, officers, employees and agents, harmless from any claims, judgments, damages, penalties, fines, expenses, liabilities or losses arising after the execution of this Lease and arising out of or relating to the presence, release or disposal of Hazardous Materials placed or released in the Premises during the term of this Lease by Tenant, its officials, officers, employees, contractors, or invitees. Notwithstanding the foregoing, in no event shall Tenant be obligated to indemnify Landlord under this Lease, from any such claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the presence, release or disposal of Hazardous

Materials that were (a) present within or under the Premises as of the date of execution of this Lease other than those identified in the Hazardous Building Materials Survey dated May 2014 ("Pre-Existing Hazardous Materials"), or (b) released or disposed on, within or under the Premises after the date of execution of this Lease except for releases or disposal caused by Tenant, its officials, officers, employees, contractors, or invitees.

- 35.3 The indemnification provided by Sections 35.2 and 35.4 shall specifically cover, without limitation, costs incurred (in connection with any investigation of site conditions or condition of the Premises) arising from any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party because of the presence or suspected presence of Hazardous Materials in the Premises. Such costs shall include but not be limited to consultant's fees, expert fees and attorney's fees. This indemnification shall survive the termination of the Lease. This indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees.
- 35.4 Landlord's Liability. Landlord shall be solely responsible for all claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the presence, release or disposal of Pre-Existing Hazardous Materials on, within or under the Premises, including without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence or suspected presence of Pre-Existing Hazardous Materials. Such costs shall include, but not be limited to, sums paid in settlements of claims, attorney's fees, consultant's fees and expert fees. Landlord agrees to protect, indemnify, defend (with counsel satisfactory to Tenant) and hold Tenant and its officials, officers, employees and agents, harmless from any claims, judgments, damages, penalties, fines, expenses, liabilities or losses arising after the execution of this Lease and arising out of or relating to the presence, release or disposal of Hazardous Materials that were (a) present within or under the Premises as of the date of execution of this Lease other than those identified in the Hazardous Building Materials Survey dated May 2014 ("Pre-Existing Hazardous Materials"), or (b) released or disposed on, within or under the Premises after the date of execution of this Lease except for releases or disposal caused by Tenant, its officials, officers, employees, contractors, or invitees.
- 35.5 Remediation of Pre-Existing Hazardous Materials. If Tenant discovers during construction of the Tenant's Work that Pre-Existing Hazardous Materials exist in the Premises, Tenant shall promptly notify Landlord of its discovery of Pre-Existing Hazardous Materials. The remediation of such Pre-Existing Hazardous Materials discovered during Tenant's Work shall be governed by Section 2 of the Work Letter Agreement.

-END OF PART II-