

ORDINANCE 19753

**ATTACHMENT A:**

**LICENSE AGREEMENT**

**LICENSE AGREEMENT**

This License Agreement (“Agreement”), dated and effective retroactively as of July 1, 2021, is entered into by and between King County, a home rule charter county and political subdivision of the state Washington (“Licensee”), and Lifelong: Health For All, a Washington nonprofit corporation (“Licensor”), with respect to the Premises and Building identified below. Licensee and Licensor are also referred to herein individually as a “Party” and together as the “Parties.”

BUILDING:	<u>Foy Building</u> <u>1161 11th Ave, Seattle, WA 98122</u> <u>Legally described in Exhibit A</u>
PREMISES:	<u>Approx. 970 square feet, depicted in Exhibit B</u>
LICENSOR:	<u>Lifelong: Health For All (Lessee)</u>
LICENSOR EMAIL ADDRESS	<u>ericas@lifelong.org</u>
LICENSOR PHONE NUMBER	<u>206-957-1615</u>
LICENSOR MAILING ADDRESS	<u>210 S. Lucile Street Seattle WA 98108</u>
LICENSOR EMERGENCY CONTACT:	<u>Josh Hawkins 206-957-1623</u>
LICENSEE/TENANT:	<u>Public Health of Seattle and King County</u>
AUTHORIZED USER(S) UNDER LICENSE:	<u>Public Health of Seattle and King County Employees</u>
AUTHORIZED LICENSEE BUSINESS:	<u>Public Health Seattle and King County, Needle Exchange</u>
LICENSEE EMAIL ADDRESS:	<u>Mark.Zandberg@kingcounty.gov</u>
LICENSEE PHONE NUMBER:	<u>206-477-2225</u>
LICENSEE MAILING ADDRESS:	<u>500 5th Ave, Suite 830, Seattle, WA 98101</u>
LICENSEE EMERGENCY CONTACT:	<u>Joe Tinsley 206-477-8275 or 206-501-5760</u>
ASSIGNED WORKSTATION(S):	<u>Lobby of building, two consult room offices, and access to kitchen and restroom facilities</u>
ADDITIONAL EXPENSES:	<u>None</u>
LICENSE FEE DEPOSIT:	<u>\$0.00</u>
SCHEDULED LICENSE TERM:	<u>5 years, with 1 extension option of 5 years</u>
COMMENCEMENT:	<u>07/01/2021</u>
INITIAL EXPIRATION:	<u>06/30/2026</u>

**RECITALS**

WHEREAS, Lifelong: Health For All (formerly known as Lifelong Aids Alliance) (“Licensor”) leases the Building, commonly known as the Foy Building at 1161 11<sup>th</sup> Avenue, Seattle, WA, and has extended its lease of the Building until June 30, 2026;

LICENSE AGREEMENT

WHEREAS, King County (“Licensee”) and Licensors entered into that certain License Agreement dated July 1, 2016 for Licensee’s use of the Premises at the Building for a term of three (3) years, commencing July 1, 2016 and expiring on June 30, 2019;

WHEREAS, the Parties entered into that certain subsequent License Agreement dated July 1, 2019 for Licensee’s continued use of the Premises for a term of two (2) years, commencing July 1, 2019 and expiring on June 30, 2021;

WHEREAS, Licensee desires this subsequent License Agreement for its continued use of the Premises, and Licensors desires to grant this License Agreement upon the terms and conditions contained below;

WHEREAS, this Agreement will extend Licensee’s use of the Premises for a combined term longer than five (5) years, thereby requiring approval by ordinance of the King County Council, pursuant to King County Code section 4A.100.070;

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter and as provided for in the above-referenced recitals, which are made a part of this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties do hereby agree:

1. **ACCESS AND USE.**

1.1. Licensee will have a license to use the assigned clinic space identified above and shown on the Premises floor plan attached hereto as Exhibit B. Use authorized under this Agreement shall be strictly limited to clinical and counseling services in connection with the authorized Licensee business identified above. The office will be provided “as-is” without any equipment. Use of the Premises shall be strictly limited to the Authorized User(s) identified above.

1.2. Licensee will have a non-exclusive shared use license to use the common areas within the Premises, such as restrooms and staff kitchen.

1.3. Building Standard Hours of operation shall be: Monday through Friday, 08:00am to 06:00pm. Licensee shall additionally be allowed to operate 06:00pm to 09:00pm Monday through Saturday with some morning hours for stocking and syringe removal **except for Friday mornings when the space will be in full use**. The Parties will establish a schedule of morning hours by negotiation.

1.4. Licensee will be assigned keys or fobs for entry at all times into the Building and used to access the Premises. In the event a key or fob is lost or stolen, Licensee must notify Licensors immediately. Licensee shall pay to Licensors \$50 for replacement of each lost or stolen key or fob.

1.5. Licensee is responsible for keeping contact information up-to-date with Licensors.

1.6. Licensors shall provide for, at its sole expense, electricity, water, telephone,

LICENSE AGREEMENT

sewer, garbage removal, janitorial service, and ground and building maintenance commensurate with good building management practices, as defined by the guidelines of the Building Owners and Managers Association.

1.7. Licensor and Licensee will work together to develop a use plan for the Premises that includes Building and organizational rules and procedures.

2. **PAYMENTS.**

2.1 Licensee will pay a monthly License Fee to Licensor starting on July 1, 2021 and recurring the first day of each month thereafter for Licensee’s exercise of the license described in the foregoing Section 1 (the “Monthly License Fee”). The Monthly License Fee shall be payable on or before the first day of the month during which the license granted pursuant to Section 1, above, is exercised.

Year		Monthly License Fee
1	Jul 1, 2021 – Jun 30, 2022	\$2500.00
2	Jul 1, 2022 – Jun 30, 2023	\$2687.50
3	Jul 1, 2023 – Jun 30, 2024	\$2889.06
4	Jul 1, 2024 – Jun 30, 2025	\$3105.74
5	Jul 1, 2025 – Jun 30, 2026	\$3338.67

2.2 Licensee shall reimburse Licensor for the \$29,523.32 worth of improvements completed by Licensor to the licensed Premises. Licensee shall reimburse Licensor and promptly pay \$29,523.32 upon execution of this Agreement.

2.3 No other regular or periodic payments are required of Licensee under this Agreement. Licensee will send payments to:

Lifelong: Health For All  
210 S. Lucile Street Seattle WA 98108  
Seattle, WA 98122

3. **INSURANCE.**

3.1. Licensor acknowledges, accepts, and agrees that Licensee maintains a fully funded self-insurance program for the protection and handling of Licensee’s liabilities, including injuries to persons and damage to property. Licensee will provide a letter of self-insurance as adequate proof of coverage upon the request of Licensor. Licensor further acknowledges, agrees, and understands that Licensee does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, Licensee does not have the ability to name Licensor as an additional insured.

3.2. Licensor shall, throughout the term of this Agreement, maintain the following insurance coverages:

LICENSE AGREEMENT

- A. "All Risk" Property insurance coverage (excluding earthquake and flood) on the Building and Licensor's personal property in an amount not less than one hundred percent (100%) of the replacement value thereof.
- B. Commercial General Liability (occurrence form) insurance at least as broad as Insurance Services form number (CG 00 01), or its substantive equivalent including contractual liability insuring Licensor's activities upon, in, or about the Premises or the Building against claims of injuries to persons or death and property damage loss with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Licensee shall be named as an additional insured. Workers' Compensation insurance in accordance with the applicable state statutory requirements, and Employer's Liability or "Stop Gap" coverage in the amount of \$1,000,000 each occurrence. The parties agree that they shall not make a claim against or seek recovery from the other for any loss or damage to their property, or the property of others, resulting from fire or other hazards covered by property insurance and each hereby releases the other from any such claim of liability regardless of the cause of such loss or damage so covered by insurance.

4. **DEFAULT.** Licensee is in default under this Agreement if:

4.1. It fails to make payments as required in Section 2 above, following ten (10) business days' notice from Licensor of the failure to pay.

4.2. It does not comply with any of the other terms of this Agreement. If the default is unrelated to payment, Licensee will be given written notice of the default and will have ten (10) days to correct the default or, in the event that the default by its nature requires more than ten (10) days to cure, Licensee shall not be in default if it commences the cure within ten (10) days and prosecutes the cure to successful and timely completion.

5. **TERM.**

5.1. This Agreement shall have a term of five (5) years, commencing on July 1, 2021 and expiring on June 30, 2026 (the "Term"), subject to earlier termination as described in Section 6 below.

5.2. Extended Term: Licensee is hereby granted the option to extend the initial Term for one (1) period of five (5) years (the "Extended Term"), subject to Licensor's successful extension of its lease of the Building and Premises for the Extended Term. If Licensor's lease of the Building and Premises is extended for the period of Extended Term and continues past June 30, 2026, then this Agreement shall automatically continue into the Extended Term, subject to the same terms and conditions as described in this

Agreement except for the Monthly License Fee which the Parties will renegotiate in good faith prior to June 30, 2026, unless either Party desires to not extend the term and terminate the Agreement, and such termination may be effectuated with thirty (30) days' written notice to the other Party prior to June 30, 2026. At the end of the Extended Term, this Agreement shall automatically continue on a month-to-month basis thereafter unless the Parties amend the Agreement to extend the licensing term. At the end of the initial Term, as of June 30 2026, if Licensor has not extended its lease of the Building and Premises and remains as a month-to-month or holdover tenant thereafter, then this Agreement shall automatically continue on a month-to-month basis, subject to the same terms and conditions as described in this Agreement except for the Monthly License Fee which the Parties will renegotiate in good faith prior to June 30, 2026. In the event that the License Term is extended on a month-to-month basis as described above, then at any time thereafter Licensor or Licensee may terminate this Agreement upon thirty (30) days' written notice to the other Party for any reason whatsoever, with or without cause.

**6. TERMINATION.**

6.1. Licensor has the right to terminate this Agreement early, if:

- A. Licensee fails to correct a default, or the default cannot be corrected;
- B. Licensee uses the Premises for any illegal operations or purposes, or otherwise fails to comply with all applicable laws and regulations; or
- C. Licensor provides Licensee with 90 days' written notice of intent to terminate this Agreement.

6.2. Consistent with K.C.C. 4A.100.070.D.2.a., Licensee's obligations to Licensor under this Agreement, if any, that extend beyond the current biennial budget cycle are contingent upon appropriation by the King County Council of sufficient funds to pay such obligations. This Agreement may be unilaterally terminated by Licensee for lack of appropriation and the costs associated with such a termination, if any, shall not exceed the appropriation for the biennium budget cycle in which the termination occurs. Licensee shall not be subject to any obligation under this section 6.2 to provide advance notice of termination or pay any termination penalties when termination is due to limited appropriation by King County Council.

6.3. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that Licensee's license shall terminate immediately upon termination of Licensor's lease of the Premises.

**7. INDEMNITY.** Each Party shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, or awards of damages, of whatsoever kind, arising out of, in connection with, or incident to the services associated with this Agreement, caused by or resulting from the

indemnitor's own negligent acts or omissions. In the event any such liability arises from the concurrent negligence of the indemnifying party and the other party, the indemnity obligation of this Section 7 shall apply only to the extent of the negligence of the indemnifying party and its actors. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors and 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 7 extend to any claim, demand, or cause of action brought by or on behalf of any of its employees or agents. The foregoing 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 this Section 7 was specifically negotiated and mutually agreed upon by them.

**8. MISCELLANEOUS.**

8.1. All notices required pursuant to this Agreement are to be in writing and notice shall be delivered in person or sent by registered or certified mail, postage prepaid, or by private overnight courier. Notice mailed as provided in this Section 8.1 shall be deemed given and received on the date of delivery, in the case of personal service, or the date that is three (3) business days following the date of post mark, in the case of mailing, or one (1) day after deposit with a private overnight courier. Notice shall be addressed to a Party's point of contact listed on page 1 of this Agreement. A Party may provide notice by email or other electronic means with delivery confirmation or read receipt (or both) but the Party providing electronic notice shall bear the burden to prove the date that notice was delivered. A Party may change its point of contact by giving notice as provided in this Section 8.1

8.2. This Agreement is governed by the laws of the State of Washington without reference to its conflicts of law rules or choice of law provisions.

8.3. This Agreement, and any exhibits attached hereto, is the entire agreement between Licensee and Licensor. There are no terms, obligations, covenants, or conditions other than those contained herein, and any and all prior agreements between the Parties with respect to the matters addressed herein, whether written or verbal, are superseded.

8.4. Licensor shall not discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or 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, as now codified and as hereafter amended.

LICENSE AGREEMENT

Licensors 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, King County Charter Section 840, 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 breach of this Agreement and shall be grounds for cancellation, termination, or suspension of the Agreement and may result in ineligibility for further agreements with King County.

8.5. Licensors and Licensee represent and warrant to each other that: each has full right, power and authority to execute this Agreement and has the power to grant all rights hereunder; that neither Licensor's nor Licensee's execution and performance of this Agreement will violate any laws, ordinances, covenants, or the provisions of any mortgage, agreement, or other binding agreement; and the execution and delivery of this Agreement and the performance of Licensor and Licensee's obligations hereunder have been duly authorized by all necessary personnel or officers or legislative bodies and do not violate any provisions of law or bylaws or any other arrangement, provision of law, or court order or decree.

8.6. The failure of either Licensor or Licensee to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.

8.7. This Agreement is not a lease or any other interest in real property. It is a contractual arrangement that creates a revocable license. Licensor retains legal possession and control of the Premises and the office space assigned to Licensee. If this Agreement is terminated, then Licensee's license to occupy the Premises is revoked as of the effective date of termination. Licensee agrees to remove its personal property and leave the Premises as of the effective date of the termination. Licensor is not responsible for property left in the Premises after termination or expiration.

8.8. This Agreement shall not be recorded.

LICENSOR: Lifelong Health For All

  
Authorized Signature

ERICA SESSLE, CEO  
Print Name and Title

11/07/2023  
Date

LICENSEE: King County

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



Approved as to Form by:

---

Darren Thompson  
Deputy Prosecuting Attorney

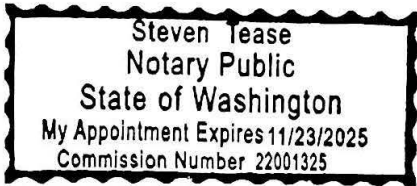
**NOTARY BLOCKS APPEAR ON THE FOLLOWING PAGE**

LICENSE AGREEMENT

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this day personally appeared before me Erica Sessle, to me known to be the **Chief Executive Officer** that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person for the uses and purposes therein mentioned and that they were authorized to execute the said instrument.

GIVEN under my hand and official seal this 7th day of November, 2023.



Steven Tease

NOTARY PUBLIC in and for the State of Washington residing at 4809 NE 97th St.  
My appointment expires 11/23/25

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

I certify that **Anthony Wright** signed this instrument, on oath stated that he was authorized by the **King County Executive** to execute the instrument, and acknowledged it as the Director, Facilities Management Division, King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

NOTARY PUBLIC in and for the State of Washington residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

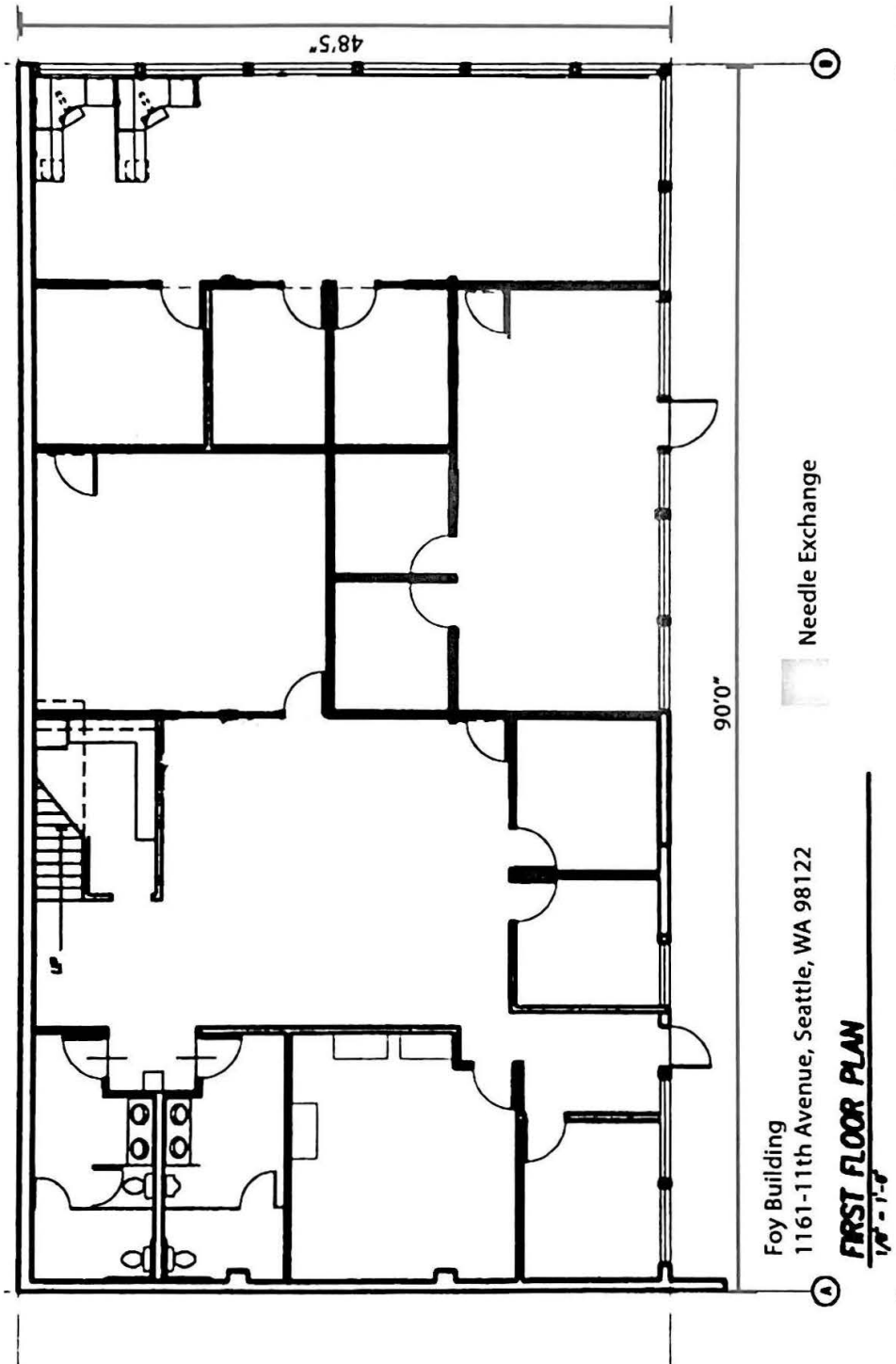
**EXHIBIT A**

**LEGAL DESCRIPTION OF BUILDING**

**Lots 3 and 5, Block 2, Werrett's Addition, King County, Washington**

**EXHIBIT B**

**FLOOR PLAN OF PREMISES**



Foy Building  
1161-11th Avenue, Seattle, WA 98122

**FIRST FLOOR PLAN**  
1/8" = 1'-0"

Needle Exchange

90'0"

48'5"

**EXHIBIT C**

**GENERAL RULES**

1. Licensee acknowledges and agrees to:
  - 1.1. Use the Premises, Building and office in an environmentally conscious manner and shall embrace energy efficient practices; conserve resources; and use the Premises in conformance with sustainability practices, policies, and procedures and in compliance with any environmental standards to which Licensor, the Premises or the Building are subject.
  - 1.2. Abide by Licensor's directives regarding security, keys and other such matters common to all persons.
  - 1.3. Comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
  - 1.4. Cooperate with Licensor's efforts to maintain and operate the Premises within the electrical budget allocated for the Premises.
  - 1.5. Enable low power setting on all electronic equipment.
  - 1.6. Cooperate with Licensor's efforts to maintain and operate the Premises within the water budget allocated for the Premises.
  
2. Licensee acknowledges and agrees NOT to:
  - 2.1. Alter, modify, repair, or relocate offices or wiring without the prior written consent of Licensor.
  - 2.2. Place any advertising or identifying signs in or about the Premises or the public areas of the Building.
  - 2.3. Disturb, solicit, or canvass any occupant of the Premises or Building.
  - 2.4. Install wiring for telephone equipment or otherwise without Licensor's prior written consent.
  - 2.5. Manufacture or store merchandise in the Premises.
  - 2.6. Use the Premises for lodging or sleeping or for any immoral or illegal purposes.
  - 2.7. Add locks or bolts of any kind upon the doors or windows within the Building or the Premises or on the workstation(s).
  - 2.8. Use Internet service and any other service for obscene or unlawful purposes.
  - 2.9. Smoke within the Property boundaries.
  - 2.10. Use, keep or permit to be used any foul or noxious gas or substance in the Premises.
  - 2.11. Use any method of heating or air conditioning other than that supplied by Building Owner for the Building.
  - 2.12. Use designated areas only for bicycle parking.
  - 2.13. Store, keep, or maintain any hazardous materials, as regulated under any applicable, local, state, or federal law.
  - 2.14. Use the toilet rooms, urinals, wash bowls, and other apparatus for any purpose other than that for which they were designed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Licensee if Licensee or its employees or invitees are reasonably determined to have caused the violation.
  
3. Licensor shall have no responsibility to Licensee for the violation or non-performance by any other person in Premises but shall use reasonable efforts to uniformly enforce all Rules and Regulations.