

16170 #1818

#3

LEASE AGREEMENT
PART I
Lease Cover Sheet
Teen Health Clinic - Open School

Attachment D

Contract No.: E

School: Cleveland

Date: August 28, 2007

1. Basic Lease Information.

1.1 Lease Reference Date: August 28, 2007

1.2 Tenant: King County, Washington, a non-profit corporation.

1.3 Address of Tenant: 999 3rd Avenue, Suite 600
Seattle, WA 98104

1.4 Landlord: Seattle School District No. 1

1.5 Address of Landlord: Property Management Office, MS 23-310
P O Box 34165
Seattle, WA 98124-1165

1.6 Premises: Teen Health Center, located in the Building.

1.7 Building: The Building known as Cleveland High School located at 5511 15th Avenue South, Seattle, WA 98108, which is situated on the Land.

1.8 Land: The real property more particularly described on Exhibit A attached hereto.

1.9 Lease Term: Commencing on September 1, 2007, (the "Commencement Date") and terminating on June 30, 2008, ("the Termination Date"), with the following days and hours of use:

School Year Only: Teen Health Center: Monday - Friday 7 a.m. to 4 p.m.

Legal holidays and school vacations are excluded.

Requests for access to the Premises during Legal Holidays, School Vacations, those days or hours not specified herein shall be submitted in writing and approved by the School Building Principal or Program Manager. The approval shall be submitted by Tenant to the Seattle School District's Property Management Office at least TEN (10) working days in advance. Such requests shall be assessed by the School Principal on a case-by-case basis. Tenant agrees to pay all applicable charges for such additional uses if approved.

1.10 Rent: The value of the base rent for the Premises is established at \$559.00 per month from September 1, 2007 through June 30, 2008. In consideration of the program

alignment services to be provided by Tenant to Landlord, Landlord agrees to provide the Premises to Tenant free of the base rent stated herein, however, such free rent is effective only if Tenant performs the services as stated in Attachment 2 (Memorandum of Understanding between Seattle Public Schools & School-based Health Centers). If Tenant fails to perform the services stated in Attachment 2, Tenant agrees to pay the base rent established in this section for all periods during which it fails to perform, retroactive to the Commencement Date. A copy of Attachment 2 is attached herein and incorporated as part of this Lease Agreement.

- 1.11 Service Costs: If Tenant chooses to operate during Landlord's designated school vacations (such as winter, mid-winter and spring break), early dismissals, summer vacation, legal holidays and other school closure days, and if heat, air-conditioning or custodial staffing is required during these days due to Tenant's operation, Tenant agrees to pay for the heat/cooling and custodial staffing costs. Such costs are indicated in Exhibit D (FY 2007- 2008 Holiday/Vacation Schedule and Charges) attached herein.

In addition, if Tenant requests Landlord to provide any other services or if Landlord incurs any costs due to Tenant's use or occupancy of the Premises, Tenant agrees to pay for those related costs.

- 1.12 Security Deposit: \$ 0.

- 1.13 Business Purpose: Teen Health Clinic Only.

- 1.14 Cancellation: This Lease shall be subject to cancellation by Landlord prior to the Lease Termination Date upon 90 days written notice. Tenant shall give Landlord 90 days written notice in advance in the event Tenant wishes to terminate this Lease prior to the expiration of this Lease without being charged an early termination penalty.

- 1.15 Early Cancellation: If Tenant terminates this Lease prior to the expiration of this Lease without giving the full 90-day written notice to Landlord, Tenant agrees to pay Landlord the base rent as established in Section 1.10 above, prorated for each day of late notice. For example, if this Lease expires in June 30, 2008, Tenant gives its notice of early termination on May 12, 2008, Tenant shall pay Landlord 40 days of base rent.

- 1.16 Performance Evaluation: The Learning Partners Committee (LPC), or its designee, will complete an annual evaluation of Tenant's performance of the program standards by May 30, 2008. If the annual evaluation is satisfactory and Tenant complies with all terms and conditions of this Lease, and subject to Landlord's right under Section 1.14 of this Lease, this Lease shall be renewed for up to one year. If the annual evaluation is unsatisfactory, Landlord may terminate this Lease at the termination date and Landlord may elect to seek another provider. The decision of the LPC or its designee is final.

- 1.17 Attachments/Exhibits:

Attachment 1: Lease Agreement - Part II (Revision dated 10/2006)
Attachment 2: Memorandum of Understanding

- Exhibit A: Legal Description of Land
- Exhibit B: Space Plan of Premises
- Exhibit C: General Rules and Regulations For Use of School Facilities
- Exhibit D: Holiday/Vacation Schedule and Charges

2. Additional insurance In the event that Tenant makes improvements to or renovates the Premises, Tenant, at its own expense, shall provide and keep in force, during the course of construction, **Builder's all risk insurance** in the amount of the value of the project. Insurance shall be written with carriers with a Best's rating of A or better. All carriers shall be licensed to do business in the State of Washington. The Landlord shall be listed as an additional insured with respect to coverages carried during the course of construction and shall have first loss payee rights with respect to any payments made as a result of losses incurred as a result of this project. Tenant shall provide Landlord with a Certificate of Insurance outlining the above terms prior to commencement of construction.

If Tenant hires contractors to make improvements, Tenant shall require its contractors and subcontractors to list Seattle School District as an additional insured on insurance policies under this Agreement. Certificates of insurance indicating such endorsement shall be forwarded to Landlord prior to the construction.

3. Special Provisions

- 3.1 Landlord, acting through its Board of Directors, shall approve the scope of health services offered on the Premises.
- 3.2 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.
- 3.3 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 Cleveland High School students. Tenant will make a good faith effort 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.
- 3.4 Tenant shall retain all medical records, and such records shall be the property of Tenant, and not a part of student's educational records.
- 3.5 Tenant acknowledges that the Seattle-King County Department of Public Health has overall responsibility for evaluation of the teen health centers. Tenant agrees to cooperate in established evaluation process.

4. Waiver of Immunity: As provided in Part II, Paragraph 14.4, solely for the purpose of effectuating the indemnification obligations under this Lease, and not for the benefit of any third parties (including but not limited to employees of Tenant), Tenant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Furthermore, the indemnification obligations under this Lease shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable to or for any third party under worker compensation acts, disability benefit acts or other employee benefit acts. The parties acknowledge that the foregoing provisions have been specifically and mutually negotiated between the parties.

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, WASHINGTON

By _____

By _____

Wayne Richardson, Manager, Real Estate Services

Its _____

Date _____

Date _____

Approved as to form only:

By _____

Tim Barnes, Sr. Deputy Prosecuting Attorney

Date _____



Public Health, Seattle - King County

By Benjamin [Signature]

Dr. David Fleming, Director

Date 10-12-07

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on