

Ordinance 20042

ATTACHMENT A:

LEASE AGREEMENT

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This LEASE AGREEMENT (“Lease”) is made by and between CITY OF SEATTLE, a Washington State municipal corporation (“City”), through its Department of Finance and Administrative Services, and KING COUNTY, a home rule charter county and political subdivision of the State of Washington (“Lessee” or “the County”). The parties are sometimes referred to together as “Parties” or individually as “Party.”

RECITALS

- A. **WHEREAS**, the City and the Lessee jointly developed the “Southeast Health Clinic,” now known as the Columbia City Center for Health, in a City-owned building located at 4400 37th Avenue South, Seattle, WA (the “Building”), in 1988; and
- B. **WHEREAS**, the Lessee has occupied space in the Building since completion of construction as King County Health; and
- C. **WHEREAS**, the City and Lessee entered into that certain lease agreement effective July 1, 2019 (the “2019 Lease”) whereby Lessee leased from the City an office, medical and dental clinic consisting of 9,148 RSF located on the second floor of the Building for a five-year period from July 1, 2019, to June 30, 2024; and
- D. **WHEREAS**, the City sent Lessee a Letter of Notice on June 30, 2024 of its intention to allow Lessee to holdover after the expiration date of June 30, 2024 in its currently - occupied premises set forth in the 2019 Lease on a month-to-month basis while the Lease was being drafted, negotiated, and approved; and
- E. **WHEREAS**, Lessee continues to operate as King County Health at the currently occupied premises; and
- F. **WHEREAS**, the City and Lessee mutually desire to renew the Lease; and
- G. **WHEREAS**, under the 2019 Lease, Lessee paid City \$9,354.07 per month to lease the premises further defined below; and

NOW THEREFORE, the City and Lessee agree to the terms as follows:

2. 1. Basic Lease Information.

- 1.1 Lease Date: July 1, 2025 (for reference purposes only)
- 1.2 City: City of Seattle, a Washington State municipal corporation.

- 1.3 Lessee: King County, a home rule charter county and political subdivision of the State of Washington.
- 1.4 Property: A clinic building, formerly known as Southeast Seattle Health Clinic, which shall henceforth be known as the Columbia City Center for Health, located at 4400 37th Avenue South, Seattle, Washington, located on that certain real property legally described on the attached Exhibit 1 (“Real Property” or “Building”). The Building gross square footage is 28,374.
- 1.5 Premises: The area depicted on the attached Exhibit 2, containing a portion of the Building, which is approximately 9,411 rentable square feet, and includes square footage on the first, second, and lower floors of the building.
- 1.6 Permitted Use: Providing public health services to low-income persons, including use of space as office space, medical and dental facility, and meeting space. Lessee shall not use the Premises for any other purpose without prior written permission of the City.
- 1.7 Initial Term: Five (5) Years.
- 1.8 Extended Term(s): No guaranteed Extended Term(s). See **Section 3.3** regarding Lessee’s right of first refusal conditioned on Lessor’s decision to continue lease of the Premises beyond Expiration Date.
- 1.9 Lease Commencement Date:
See Section 3.1.
- 1.10 Rent Commencement Date:
The Rent Commencement Date shall be the same as the Lease Commencement Date.
- 1.11 Expiration Date: **See Section 3.2.**
- 1.12 Rent/Public Benefit:
In consideration of this Lease, the Lessee shall pay to the City and provide for the City’s benefit, for the use and occupancy of the Premises, rent equal to the market rent for like space, of which a portion, as described in Exhibit 3, shall be in the form of in-kind service (“Public Benefit

Rent”), and a portion shall be a legal tender of the United States of America or negotiable instruments payable in the same and acceptable to the City’s Director of Finance and Administrative Services (“Cash Rent”), as described in Exhibit 3. Beginning on the Commencement Date of this Lease and therefore on or before the first day of each month during the Term, Lessee shall pay to the City, without notice or demand, in lawful money of the United States the monthly amount of Cash Rent specified in the table below and the monthly amount of Leasehold Excise Tax, if any, due under **Section 1.14**.

Cash Rent:

| Period (Year) | Period (Months) | Monthly Cash Rent | Annual Cash Rent |
|----------------------|------------------------|--------------------------|-------------------------|
| Year 1 | Month 1-12 | \$ 9,634.69 | \$ 115,616.31 |
| Year 2 | Month 13-24 | \$ 9,923.73 | \$ 119,084.79 |
| Year 3 | Month 25-36 | \$ 10,221.44 | \$ 122,657.34 |
| Year 4 | Month 37-48 | \$ 10,528.09 | \$ 126,337.06 |
| Year 5 | Month 49-60 | \$ 10,843.93 | \$ 130,127.17 |

1.13 Security Deposit: None.

1.14 Leasehold Excise Tax: Lessee, a home rule charter county and political subdivision of the State of Washington, is exempt from Leasehold Excise Tax (“LET”). Should Lessee’s tax exemption status change, Lessee’s obligations to the City for LET are fully set forth in **Section 24.1** below.

1.15 Parking:

Occupant parking allocations are as illustrated on the Parking Plan, which is attached and made a part of this Lease as Exhibit 4. Lessee’s share of occupant parking is located on the ground level below the Building. Lessee and its employees and agents shall have the exclusive right, at no additional cost, to park in the parking area designated for King County in Exhibit 4, and Lessee’s patients, clients, and visitors shall have the non-exclusive right, at no additional charge, to park in the parking area designated as “Client Parking” in Exhibit 4.

1.16 City's Address for Notices:

For Property Issues:

Stephen McKenzie, Manager of Property Management

Facility Operations Division

Department of Finance and Administrative Services

City of Seattle

PO Box 94689

Seattle, WA 98124-4689

Phone: 206-684-0558

Email: stephen.mckenzie@seattle.gov

AND

For Lease Contract Issues:

Katy Tassery, Deputy Director, Real Estate and Planning Services Division

Department of Finance and Administrative Services

City of Seattle

PO Box 94689

Seattle, WA 98124-4689

Phone: 206-430-2519

Email: katherine.tassery@seattle.gov

Lessee's Address for Notices:

King County Facilities Management Division

Attn: Real Estate Services

401 Fifth Avenue, Floor 9

Seattle, Washington 98104

Email: RES-LeaseAdmin@kingcounty.gov

Notwithstanding anything in this Lease to the contrary, a Party may provide notice by email only at the email address(es) set forth above or other electronic means with delivery confirmation or read receipt (or both). Notices are given on the date of such mailing. If a Party disputes the delivery or receipt of notice by email, then that Party shall bear the evidentiary burden to prove, by a preponderance of the evidence, that such notice was not delivered or received or both.

2. Premises and Description of Leased Facility.

City hereby leases the Premises to the Lessee for the Term set forth in **Section 3**. The City's willingness to lease the Premises to Lessee is conditioned, in part, on Lessee's acceptance of the

Premises in their “as is” condition with all faults, including possible encroachment, building code issues, and current land use and zoning requirements. The City hereby disclaims all representations, statements, and warranties, expressed or implied, with respect to the condition or suitability of the Premises for Lessee’s Permitted Use under this Lease. By executing this Lease, Lessee accepts the Premises in their “as is” condition and releases the City from any claims, liabilities, fines or damages arising from the condition of the Premises. Lessee shall not be responsible for any claims, liabilities, fines, or damages accruing prior to the Commencement Date other than claims that arise from Lessee’s own general use and occupancy of the Premises prior the Commencement Date.

3. Term

3.1 Commencement Date. This Lease shall commence on the first day of the month following this Lease’s execution by both Parties (“Commencement Date”), which shall be confirmed in a Confirmation of Lease Commencement Date Letter substantially in the form as that contained in Exhibit 6.

3.2 Expiration Date. This Lease shall expire five (5) years after the Commencement Date.

3.3 Extended Term. If the City decides to continue to lease the Premises following the Expiration Date, the County shall have the first right to lease the Premises for up to five (5) additional successive terms of two (2) years each (each an “Extended Term”). If City determines to lease the Premises for one or more Extended Terms, the City will provide the County written notice of its intent, including any updates to City’s standard leasing terms, no later than twelve (12) months before the expiration of the then-current Term, to lease the Premises for such Extended Terms. To exercise its first right to lease for an Extended Term, County shall provide City written acceptance of the Extended Term(s) on the conditions stated in the City’s notice, no later than six (6) months prior to the expiration of the then-current Term of this Lease. If County fails to provide its written acceptance in the time required, the City shall be free to enter negotiations with third parties for lease of the Premises, following expiration of County’s then-current Term.

The County’s first right to lease the Premises for a second Extended Term is conditioned upon Lessee exercising its right to the first Extended Term. Whether to lease the Premises for any Extended Term shall be solely at the discretion of the City, and the City’s determination shall not be the basis for any liability on the part of the City. Additionally, if the County fails to perform any of its obligations under this Lease that would give the City the right to terminate before the commencement of the Extended Term, Lessee’s first right to lease for an Extended Term shall automatically terminate regardless of whether the City terminates the Lease, unless otherwise agreed to in writing by the City.

3.4 Definition of Term. If the City leases the Premises to the Lessee for an Extended Term as provided in this **Section 3**, the Parties will amend the Lease in writing to memorialize the Extended Term, changes to Cash Rent, and any additional updates. All references to "Term" in this Lease shall mean and include any Extended Term(s).

4. Permitted Use.

The Premises may be used by the County for the uses set forth in **Section 1.6** above.

Lessee shall use the Premises only for the Permitted Use. Lessee shall be responsible for all day-to-day operations of Lessee on site. As the City's willingness to enter into this Lease with Lessee is predicated, in part, on the public benefits and community-supportive nature of Lessee's use, Lessee shall not use or permit the use of the Premises for any other business, or purpose, without the City's prior written consent. Lessee shall maintain the Premises in a clean, orderly, safe, and neat fashion and shall neither commit waste nor permit any waste on the Premises. Lessee shall not permit any accumulation of trash on or about the Premises. Lessee shall not create or contribute to the creation of a nuisance in the Premises.

5. Security Deposit. None.

6. Utilities and Services.

The Building is subject to a Services, Supplies and Utilities Agreement ("Utilities Agreement") between the Lessee, and Neighborcare Health as the other occupant of the Building, attached as Addendum A and made part of the Lease. The Utilities Agreement fully governs the split of utility and services expenses ("Operating Expenses") at the Building between Neighborcare and King County. The City shall not be responsible for any Operating Expenses set forth in the Utilities Agreement. Any new utility and services costs or expenses not covered in Addendum A shall not be the City's responsibility; except as specifically provided under Maintenance and Repair obligations described in **Section 9**.

The City shall not be liable for any injury, loss or damage caused by or resulting from any interruption or failure of utility services due to any causes whatsoever except the City's negligence. The Lessee shall not be entitled to an offset, reduction, or return of rental as a result of any interruption or failure of said services, except when caused by the City's negligence.

The City shall not be responsible for any costs incurred in modifying the systems that are occasioned by the Lessee's requirements.

7. Additional Charges.

Lessee may incur additional monetary charges due to Lessee's occupation of the Premises, such as maintenance charges. Any monetary sum due from Lessee under this Lease shall be an

Additional Charge, payable when specified in the Lease, or if not specified, due and payable within 30 days of written invoice by the City.

8. Late Charge; Interest.

If Lessee fails to pay the City any Cash Rent (as defined in Exhibit 3) or Additional Charge within ten (10) days of the due date under this Lease, the balance shall accrue interest at a rate of 1% per month from the due date until the date when paid in full, which amount may be prorated on a daily basis.

9. Maintenance and Repairs.

Each Party is responsible for, and shall pay the costs to service, maintain, and repair, specific portions of the Premises and Building outlined in Exhibit 5. When requesting maintenance and repair from the City, Lessee agrees to exclusively use the MCC and Unifier systems to enter maintenance work orders directed to the City, to its central facilities team, which team is versed in the terms of each Party's maintenance responsibilities described in Exhibit 5 of the Lease. Service requests performed by City for items that are not City's responsibility, as described in Exhibit 5, could result in Additional Charges to Lessee to reimburse the City for the reasonable costs incurred by the City.

10. Sublease and Assignment.

Notwithstanding any other provision hereof, the Lessee shall not enter into any sublease of the Premises or any portion thereof or any assignment of any interest in this Lease, whether long- or short-term in nature, or engage in any activity with respect to or on the Premises other than for the express uses and purposes stipulated herein, without obtaining the prior explicit written authorization therefor from the City.

11. Alterations and Improvements.

Lessee shall not make, or cause to be made, any alterations, addition, or improvements to the Premises without first obtaining the written consent of the City's Director of Finance and Administrative Services ("Director"), or Director's designee, for such work. All alterations, additions and improvements that are made shall be at the sole cost and expense of Lessee, and shall become the property of the City, and shall remain in and be surrendered with the Premises as part thereof at the termination of this Lease, without disturbance, molestation, or injury. All alterations made by Lessee shall be maintained and remain the responsibility of Lessee for the Lease Term. The Director's review and approval of any Lessee alteration is for the City's benefit in its capacity as lessor and to ensure the delivery of consideration for this Lease, and such approvals shall not substitute for any regulatory approvals required by law, nor shall such approvals be the basis for any liability of the City. The City reserves an unqualified right to make alterations, at its sole expense, to the Premises or to the Building: (1) where conditions deemed by the Director to constitute an emergency exist; (2) in order to correct code-deficiencies; and (3) where such alterations do not unreasonably interfere with the ordinary operations of the Premises by the Lessee.

12. Damage and Destruction.

In the event that the Premises (a) are damaged by fire, earthquake, act of war, or other extraordinary casualty to such an extent as to render them untenable in whole or in substantial part; or (b) are destroyed, the City shall have the option to repair or rebuild the Premises. Within forty-eight (48) hours after the Lessee becomes aware of any such event, the Lessee shall give the City notice of such event. The City shall have sixty (60) days after the City's receipt of such notification to notify the Lessee, in writing, of the City's intention to repair or rebuild the Premises, or any part so damaged. If the City elects to rebuild or repair the Premises, the City shall prosecute the work of such repairing or rebuilding without unreasonable delay, in accordance with the then-existing City procedures, and during such period the Cash Rent for the Premises shall be abated in the same ratio that the portion of the Premises rendered for the time being unfit for occupancy bears to the whole of the Premises; upon the completion of such rebuilding or repair, the Lessee shall immediately reoccupy the Premises and pay the full Cash Rent set forth in this Lease. In the event the Building is substantially destroyed or damaged even though the Premises are not so damaged or destroyed, and if, in the opinion of the City, it would not be practical to repair or rebuild the Building, then the City shall have the option of terminating this Lease by providing to the Lessee thirty (30) days' prior written notice of termination. The Lessee shall also have the right to declare this Lease terminated, by providing to the City thirty (30) days' prior written notice of such termination, which notice shall be given within sixty (60) days after such damage or destruction. Notwithstanding any other provision of this Lease, no party to this Lease shall be liable in damages to any other party for terminating this Lease in accordance with the provisions of this Section, because of the damage or destruction of the Premises or the Building.

13. Condemnation.

If any portion of the Premises, Building or real property upon which the same are situated (including, without limitation, any parking areas associated with the Premises and/or Building) which is necessary for the County's occupancy or intended use of the Premises, or fifty percent (50%) or more of the rentable area of the Building is made untenable by eminent domain or conveyed under a threat of condemnation, this Lease shall terminate at the option of either City or the County as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the underlying real property taken by the condemning authority. All Cash Rent and other payments shall be paid to that date. If the condemning authority takes a portion of the Premises or of the Building or the underlying real property necessary for the County's occupancy or intended use that does not render them untenable, then this Lease shall continue in full force and effect and the Cash Rent shall be proportionately reduced based on the percentage by which the floor area of the Premises is reduced. The reduction in Cash Rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. If the County determines that the condemnation has rendered the Premises

unsuitable for the Permitted Use, the County shall be entitled to terminate this Lease upon thirty (30) days advance written notice to City. City shall be entitled to the entire award from the condemning authority attributable to the value of the Premises or the Buildings and the County shall make no claim for the value of its leasehold. The County shall be permitted to make a separate claim against the condemning authority for moving expenses if the County terminates the Lease under this section, provided that in no event shall the County's claim reduce City's award.

14. Indemnity and Hold Harmless.

To the extent permitted by applicable law, each Party shall defend, indemnify and hold the other harmless from and against any claims, suits, causes of action, judgments, damage, loss or liability for any actual or alleged injuries to persons or alleged loss of or damage to, any property (collectively, "Claims") arising out of the negligent acts or omissions of the indemnifying Party or any of its respective officers and employees, arising out of or incidental to the exercise of rights and obligations under this Lease. Where such Claims result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's negligence. Each of the Parties agrees that its obligations under this section extend to any claim, demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such Claims under the industrial insurance provisions of Title 51 RCW. In the event that either of the Parties incur any judgment, award, and/or cost arising therefrom, including attorney fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's negligence.

This indemnity with respect to acts or omissions during the Term shall survive termination or expiration of this Lease for any time period applicable to the limitation of actions.

15. Assumption of Risk, Release.

The placement and storage of personal property on the Premises shall be the responsibility, and at the sole risk, of the Lessee. Lessee releases the City from any and all claims arising from damage to or loss of Lessee's personal property on the Premises, except for such loss or damage arising out of the negligent acts or omissions of the City.

16. Insurance.

Lessee shall secure and maintain, at no expense to City, a policy or policies of insurance or programs of self-insurance as enumerated below. Evidence of such insurance shall be delivered to the address set forth below. Said policies shall include:

- A) Self-Insurance: Notwithstanding any provision to the contrary in this Lease, City acknowledges and accepts that Lessee maintains a fully funded Self-Insurance program for the protection and handling of its liabilities (appropriate coverage and limits for services being provided),

including injuries to persons and damage to property. Lessee does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, Lessee does not have the ability to name an entity as an additional insured, and, upon City's request, Lessee shall provide a certificate of self-insurance evidencing its self-insurance program. The cost of any claim payments falling within the deductible shall be the responsibility of the Lessee.

- B) A policy of Worker's Compensation. As respects Workers' Compensation insurance in the state of Washington, the Lessee shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Lessee is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Lessee shall so certify by providing a copy, upon request of the City, of the state Certificate of Self-Insurance, and setting forth the limits of any policy of excess insurance covering its employees.
- C) A policy of Property Insurance covering Lessee's furniture, fixtures, equipment and inventory and all improvements that it has made or makes to the Premises in an amount equal to replacement cost thereof, against (a) loss from the perils of fire, and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (CP 10 30), (b) Loss or damage from water damage, or sprinkler systems now or hereafter installed in on the premises; (c) Loss or damage by explosion of steam boilers or pressure vessels.
- D) Additional Insured and Changes of Coverage and Limits: Additional Insured - Such insurance, as provided, shall be endorsed to include the City, its officers, elected officials, employees, agents and volunteers as additional loss payee, and shall not be reduced or canceled without forty-five (45) days prior written notice to the City. In addition, Lessee's insurance shall be primary, as respects the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the Lessee's insurance. Any contractor or subcontractor of Lessee working on this program will name the City of Seattle on their applicable Liability policies.
- E) Coverage and/or limits may be altered or increased as reasonably necessary, to reflect type of or exposure to risk. The City shall have the right to periodically review the appropriateness of such limits in view of inflation and/or changing industry conditions and to require an increase in such limits upon ninety (90) days prior written notice.
- F) Evidence of Insurance: The following documents must be provided as

evidence of insurance coverage. Upon request by the City, the Lessee shall provide evidence of such insurance and self-insurance.

- G) All policies shall be subject to reasonable approval by the City's Risk Manager as to company (must be rated A-: V or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington Surplus lines broker), form and coverage, and primary for Lessee's operations to all other insurance.
- H) If Lessee fails to maintain such insurance or self-insurance, City may do so, and Lessee shall reimburse City for the full expense thereof upon demand. Lessee shall not keep or use in or about the Premises any article that is prohibited by City's insurance policy. Lessee shall pay, upon reasonable notice from City, any increase in City's premiums for insurance during the term of this Lease that results from Lessee's use of the Premises.
- I) Waiver of Subrogation. Neither City nor Lessee shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or tangible personal property of the other occurring in or about the Premises or Building, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees, if such loss or damage is covered by property insurance benefiting the party suffering such loss or damage or was required under the terms of this Lease to be covered by property insurance procured by the party suffering the loss.

17. Dispute Resolution and Mediation.

17.1 The Parties agree to use their best efforts to resolve disputes regarding this Lease in an economic and time-efficient manner to advance the purposes of this Lease. In the event that a dispute arises between City and the County, the Parties shall attempt to resolve such dispute as expeditiously as possible and will cooperate so that the express purposes of this Lease are not frustrated, and so that use of the Facility is not delayed or interrupted. Nothing in this Lease shall otherwise limit the Parties' legal, equitable, or other rights or remedies.

17.2 City and Lessee agree that if any dispute arise concerning this Lease both Parties may mutually agree to submit the dispute to mediation. Notwithstanding the foregoing, nothing herein shall be construed as a condition precedent for either Party to seek legal or equitable relief by initiating a legal action. City and Lessee shall each bear their respective costs of mediation.

18. Quiet Possession.

City covenants and agrees that, as of the Commencement Date, the County, upon performance of all the County's obligations under this Lease, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease without disturbance by City or by any person having title paramount to City's title or by any person claiming under City, subject to the other terms and provision of this Lease and subject to all underlying leases and other underlying matters of record to which this Lease is or may become subject.

19. Holding Over.

If the County holds over possession of the Premises after the Term of this Lease, including any Extended Term, thereof without City's written consent (which consent may be withheld in City's sole and absolute discretion), the County shall become a Lessee on a month-to-month basis upon the terms herein specified, but at a monthly rent equivalent to 125% of the then prevailing Cash Rent payable by the County at the expiration of the term of this Lease or any extension thereof and subject to the continued application of all of the provisions of the Lease herein, payable in advance on the first day of each month. Any holdover tenancy may be terminated by either party by giving 30 days' written notice, provided that any month-to-month extension shall not result in a term that exceeds a total of five (5) years without a written amendment. Notwithstanding the foregoing, nothing in this section shall prevent the Lessee from being responsible for damages, if any, caused by Lessee's holdover without the approval of the City. If Lessee fails to surrender the Premises upon the expiration or termination of this Lease, Lessee shall indemnify, defend, and hold harmless the City from all losses, damages, liabilities, and expenses resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding Lessee arising out of such failure. Lessee's obligations under this section shall survive expiration or termination of this Lease. City may initiate any necessary legal proceedings to evict the County if the County holds over without City's written consent.

20. Non-Discrimination; Compliance with Law.

The Parties 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. 12.16.125. Both Parties 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, Ch. 14.04, 14.10, and 20.42 of the Seattle Municipal Code and Titles VI and VII of the Civil Rights Act of 1964, as they may be amended from time to time, and rules, regulations, orders and directives of the associated administrative agencies and their officers. 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.

Lessee shall not use or permit the Premises or any part thereof to be used for any purpose in violation of any municipal, county, state or federal law, ordinance, or regulation in which the Premises are located. Lessee shall promptly comply, at its sole cost and expense, with all laws, ordinances, and regulations now in force or hereafter adopted relating to or affecting the condition, use or occupancy of the Premises.

21. Default.

21.1 County Default: Following the Commencement Date, the occurrence of any one or more of the following events shall constitute a “Default” by the County and shall give rise to City remedies set forth below:

- (i) failure to pay when due all or any portion of Cash Rent or Additional Rent, if the failure continues for three (3) business days after written notice to the County;
- (ii) failure to observe or perform any term or condition of this Lease other than the payment of Cash Rent, unless such failure is cured within a reasonable period of time following notice thereof, but in no event more than thirty (30) days following notice from City (provided, if the nature of Lessee’s failure is such that more time is reasonably required in order to cure, Lessee shall not be in Default if Lessee commences to cure promptly and thereafter diligently prosecutes such cure to completion);
- (iii) failure to cure promptly upon notice thereof any condition which is hazardous or interferes with the operation or leasing of the Premises or Building, or may cause the imposition of a fine, penalty or other remedy on City or its agents or affiliates;
- (iv) abandonment and vacation of the Premises (failure to occupy and operate the Premises for ten (10) consecutive days).

The occurrence of any of the aforementioned events of Default shall not under any circumstance excuse or relieve the County from any of its obligations under this Lease, including payment of Cash Rent.

21.2 City Default: City's failure to perform or observe any of its obligations under this Lease within thirty (30) days after receipt of written notice of nonperformance from the County setting forth in reasonable detail the nature and extent of the failure, referencing pertinent Lease provisions, or, if more than thirty (30) days is required to cure the breach, City's failure to begin curing within the thirty (30) day period and diligently prosecute the cure to completion, shall constitute a default.

22. Remedies.

22.1 The City shall have the following remedies upon an event of Default. The City's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

22.2 If the County defaults on its obligations, City shall have the right without notice or demand to pursue any of its rights or remedies at law or in equity which shall be cumulative with and in addition to any other right or remedy allowed under this Lease. City may elect to terminate this Lease and the County's right to possession, at any time following a Default and upon sixty (60) days written notice to the County.

22.3 The City may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Lessee from the Premises and anyone claiming through or under the Lessee. In the event of any such reentry by City, the City may, at City's option, require the County to remove from the Lease Premises any of the County's property located thereon. If the County fails to do so, City shall not be responsible for the care or safekeeping thereof and may remove any of the same from the Premises and place the same elsewhere in the Building or in storage in a public warehouse at the cost, expense and risk of the County with authority to the warehouseman to sell the same in the event that the County shall fail to pay the cost of transportation and storage. In any and all such cases of reentry City may make any repairs in, to or upon the Premises which may be necessary, desirable or convenient, and the County hereby waives any and all claims for damages which may be caused or occasioned by such reentry or to any property in or about the Premises or any part thereof. The City may relet the Premises, or any part of them, for such period of time and at such other terms and conditions as the City, in its discretion, may determine. The City may collect and receive the Cash Rent for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay the City its reasonable, actual reletting expenses; second, to pay any indebtedness of Lessee to the City other than Cash Rent; third to the Cash

Rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by the City and applied in payment of other or future obligations of Lessee to the City as the same may become due and payable, and Lessee shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by the City under this section shall not be construed as an election on the City's part to terminate the Lease unless written notice of termination is given to Lessee. The City reserves the right following any re-entry or reletting, or both, under this section to exercise its right to terminate the Lease. Lessee will pay the City the Cash Rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs for securing new tenants, attorney's fees, remodeling and repair costs, costs for removing persons or property, costs for storing Lessee's property and equipment, and costs of tenant improvements and rent concessions granted by the City to any new tenant, prorated over the life of the new lease.

22.4 Forbearance by City to enforce one or more remedies shall not constitute a waiver of any Default.

22.5 Default by City and the Lessee's Remedies. If City commits a default that materially affects Lessee's use of the Premises, and City has failed to commence to cure such default within thirty (30) days (or such shorter time as is commercially reasonable in the case of an emergency threatening imminent harm to persons or property), the County may, upon written notice to the City, without waiving any claim for damages for breach of agreement, thereafter, cure the default, or pursue any of its rights or remedies at law or in equity which shall be cumulative with and in addition to any other right or remedy allowed under this Lease. County may elect to terminate this Lease at any time following a Default and upon sixty (60) days written notice to the City.

Should the County elect to provide notice to the City, such notice shall include notice of the County's plans to undertake the cure if City does not do so within thirty (30) days (or less as provided above). The reasonable cost of such cure shall be deemed paid or incurred for the account of City, and City shall reimburse the County for these actual costs. City shall reimburse Lessee within thirty (30) days after completion of the cure and invoice to City itemizing the costs of cure.

23. Hazardous Material.

23.1 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. § 9601 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, Ch. 70A.305 RCW (“MTCA”); the Washington Hazardous Waste Management Act, Ch. 70A.300RCW; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Lease, the term “Hazardous Material” shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law or hereafter designated as hazardous, dangerous, toxic or harmful and/or subject to regulation under any Environmental Law.

23.2 The County shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises or the Building by the County, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, except in strict compliance with all applicable federal, state and local laws, regulations, codes, and ordinances, unless approved by the City in writing. If the County breaches the obligations stated in the preceding sentence, then the County shall indemnify, defend and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys’ fees, consultant fees and expert fees, incurred either during or after the Lease term (“Claims”) to the extent that said Claims are a result of said breach. The County shall promptly notify City of any inquiry, investigation or notice that the County may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises or the Building.

23.3 Without limiting the generality of the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises or the Building by the County, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any release of any Hazardous Material on the Premises or the Real Property, the County shall be solely responsible, at its sole cost, for promptly remediating the same to the extent required by Environmental Law. City’s approval of such remediation shall first be obtained, which approval shall not be unreasonably withheld, conditioned or delayed, provided, however, that the County shall be entitled to respond immediately to an emergency without prior approval from City, including but not limited to taking actions necessary to prevent the release from migrating, leaching or otherwise spreading, and actions necessary to respond to any immediate obligations imposed on the County by Environmental Law.

23.4 The County agrees that its obligations under this section extend to any claim,

demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, the County, hereby waives, with respect to the City, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

23.5 The provisions of this section shall survive expiration or earlier termination of this Lease.

23.6 All claims, judgements, damages, penalties, fines, costs, liabilities, and losses involving the release or presence of Hazardous Material shall be subject to this section, and not the indemnity and liability provisions of **Section 14**.

24. Licenses and Taxes.

24.1 Should Lessee's tax exemption status as set forth in **Section 1.14** change, Lessee shall be liable for, and shall pay throughout the term of this Lease, all license and excise fees and occupation taxes covering the business conducted on the Premises, and all taxes on personal property of the Lessee on the Premises and other impositions levied with respect to all personal property located at the Premises and any excise or other taxes on the leasehold interest created by this Lease, including without limitation Leasehold Excise Tax as set forth in **Section 1.14**; and in the event the State of Washington makes any demand upon the City for payment of leasehold excise taxes resulting from the Lessee's occupation of the Premises or withholds funds due to the City to enforce collection of leasehold excise taxes, the Lessee shall remit the sums due to the City within thirty (30) days of written invoice from the City.

24.2 Lessee, at its sole expense, shall contest such action and indemnify the City for all sums expended by, or withheld by the State from, the City in connection with such taxation.

24.3 Liens and Encumbrances. Lessee shall keep the Premises free and clear of, and shall indemnify, defend, and hold City harmless from, any and all, liens and encumbrances arising or growing out of any act or omission, or breach of this Lease or its use, improvement, or occupancy of the Premises by Lessee or any of its principals, officers, employees or agents or subtenants. If any lien is so filed against the Premises, Lessee shall either cause the same to be fully discharged and released of record within ten (10) business days after City's written demand therefor or, within such period, provide City with cash or other security acceptable to City in an amount equal to one and one-half (1½) times the amount of the claimed lien as security for its prompt removal. City shall have the right to disburse such security to cause the removal of the lien if City deems such necessary, in City's sole discretion.

24.4 Permits. Lessee, at no expense to the City, shall maintain any and all building permits, change of use permits, and/or certifications of occupancy from the City as may

be required and shall deliver a copy of the same to the City prior to any alterations.

25. Early Termination.

Either Party may unilaterally terminate this Lease in its sole discretion. The right to early terminate under this section may be exercised by either Party by giving the other Party written notice no less than twelve (12) months prior to the early termination date. Neither Party shall be subject to any obligation under this Lease to pay any termination penalties.

26. Signage.

The County shall obtain City's written consent, which shall not be unreasonably withheld, conditioned, or delayed, as to size, location, materials, method of attachment, and appearance, before installing any signs upon the Premises. The County shall install any approved signage at the County's sole cost and expense and in compliance with all applicable laws.

27. Self Help.

Notwithstanding anything to the contrary, if City fails to make and complete any maintenance or repair obligation of City within twenty four (24) hours of notice from the County with respect to any item of maintenance or repair that is reasonably deemed necessary to the County for its use of the Premises, or within thirty (30) days of notice from the County with respect to any other City maintenance or repair obligation, then the County shall be entitled to take such actions and make such repairs to the Premises, Buildings or property associated with the same, as the County may deem necessary to correct such interruption, and City shall reimburse the County for the actual costs of the same within thirty (30) days of receipt of an invoice.

28. Subordination, Nondisturbance, and Attornment.

This Lease shall be subordinate to all existing and future mortgages and/or deeds of trust on the Premises and the Building. The County agrees to subordinate this Lease to any future mortgage or deed of trust and to attorn to City's successor following any foreclosure, sale or transfer in lieu thereof, provided that the mortgagee, transferee, purchaser, City or beneficiary ("City's Successor") agrees in a written instrument in form and substance satisfactory to the County that the County's use or possession of the Premises shall not be disturbed, nor shall its obligations be enlarged or its rights be abridged hereunder by reason of any such transaction. Notwithstanding any foreclosure or sale under any mortgage or deed of trust (or transfer by deed in lieu thereof), this Lease shall remain in full force and effect.

29. Rules and Regulations. Reserved.

30. Estoppels and Other Certificates.

As a material inducement to the City to enter into this Lease, Lessee covenants that it shall, within ten (10) days of the receipt thereof, acknowledge and deliver to the City (a) any subordination or

non-disturbance or attornment agreement or other instrument that the City may require to carry out the provisions of this Agreement, and (b) any estoppel certificate requested by the City from time to time in the commercially reasonable standard form of the City or any mortgagee or beneficiary of such deed of trust certifying, to the extent such be true that (i) Lessee shall be in occupancy, (ii) this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as modified and stating the modification(s), (iii) Cash Rent and Additional Charges have been paid only through a certain specified date, (iv) Lessee has no offset, defense or claim against the City and (v) such other matters as the City may reasonably request. Lessee's failure to deliver an estoppel certificate within the ten (10) day period shall be deemed its confirmation of the accuracy of the information supplied by the City to the prospective lender or purchaser. Lessee acknowledges and agrees that the City and others will be relying and are entitled to rely on the statements contained in such estoppel certificates.

31. General.

- 31.1 Heirs and Assigns. This Lease shall apply to and be binding upon City and the County and their respective heirs, executors, administrators, successors and assigns.
- 31.2 Brokers' Fees. The County represents and warrants to City that it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless City against any loss, cost, liability or expense incurred by City as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of the County. City represents and warrants to the County that it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless the County against any loss, cost, liability or expense incurred by the County as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of City.
- 31.3 Entire Agreement. This Lease contains all of the covenants and agreements between City and the County relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing, signed by authorized representatives of the City and the County.
- 31.4 Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.
- 31.5 Force Majeure. Time periods for either party's performance under any provisions

of this Lease shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

31.6 Governing Law. This Lease shall be construed under and governed by all applicable laws of the United States of America and the State of Washington and the Charter and ordinances of the City of Seattle, as well as all rules and regulations of any such governmental entity. Any and all claims relating to this Agreement shall be governed by the substantive and procedural laws of the State of Washington, without giving effect to its conflicts of law or choice of law provisions. The sole and exclusive venue for any action arising from or related to this Easement shall be in the Superior Court of King County, Washington.

32. Addenda/Exhibits.

The following Exhibits are made a part of this Lease. The terms of any Addendum to Lease and the Exhibits shall control over any inconsistent provision in the sections of this Lease:

- Exhibit 1: Legal Description
- Exhibit 2: Depiction of Premises and Common Areas
- Exhibit 3: Cash Rent/Public Benefit Programs/Annual Reporting
- Exhibit 4: Parking Plan
- Exhibit 5: Maintenance Responsibilities List
- Exhibit 6: Lease Commencement Letter
- Addendum A: Services, Supplies and Utilities Agreement between King County and Neighborhood Health

33. Counterparts.

This Lease may be executed in counterparts, each of which shall constitute an original and all of which constitute but one original.

SIGNATURES FOLLOWING

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

City:

CITY OF SEATTLE, a municipal corporation

By: Andrew Lu

Name: Andrew Lu

Title: Chief Operating Officer

Date: 07/02/2025

The County:

KING COUNTY, a home rule charter county and political subdivision of the State of Washington

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Senior Deputy Prosecuting Attorney

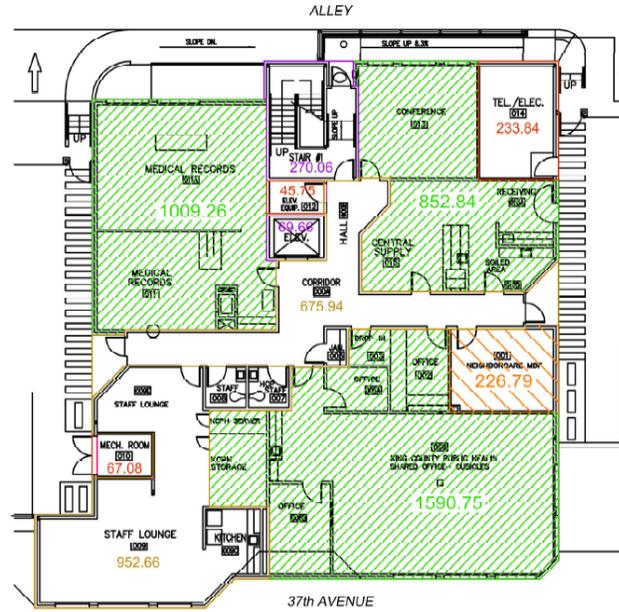
LEASE AGREEMENT

EXHIBIT 1

Legal Description

Lots 14 through 26, inclusive, Block 21, Squire's Lakeside Addition to The City of Seattle, according to the plat thereof recorded in Volume 11 of Plats, Page 50, in King County Washington.

**LEASE AGREEMENT
EXHIBIT 2
Depiction of Premises**



Basement Floor

Building Summary

| | | | | |
|---------------------|--------------|--------------|-------------------|--------------|
| | | | Bldg USF | 22964 |
| | USF | RSF | Bldg Com | 1211 |
| KC Health | 8034 | 9411 | Floor Com | 2725 |
| Neighborcare | 14930 | 17489 | VP | 1474 |
| Bldg Total | 22964 | 26900 | Bldg Gross | 28374 |



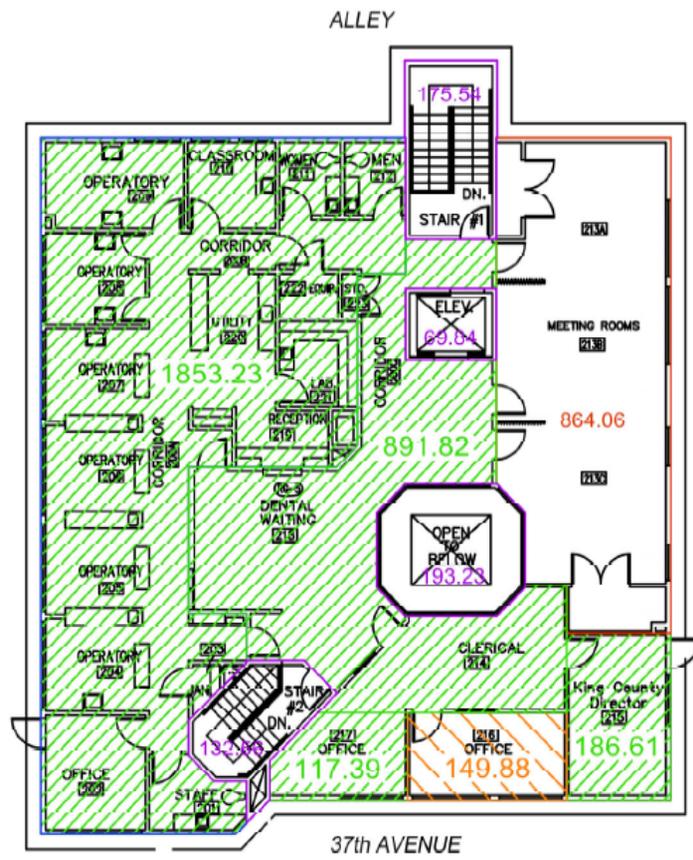
COLUMBIA CITY CENTER FOR HEALTH

BASEMENT & SECOND FLOOR
4407 37th Ave S

FAS - FACILITY OPERATIONS

OCT 30, 2024
SCALE: 1/20" = 1'-0"





2nd Floor

LEASE AGREEMENT

EXHIBIT 3

Cash Rent/Public Benefit Programs/Annual Reporting

Seattle Municipal Code 3.127.010(c) allows the Director of FAS to lease City-owned property in exchange for “legal tender of the United States of America or services rendered to or for the benefit of the City, or a combination thereof.” This exhibit demonstrates that the value of the services rendered by the Tenant (Public Benefit Rent) and Cash Rent is sufficient to cover the Market Rent of a similar facility, and establishes a process to update these values annually.

Definitions:

“Market Rent”: Market Rent is the current rental rate that a space would likely command in the open market, indicated by current rents paid for comparable buildings within the South Seattle submarket. within a given market. For the purposes of comparable space, the Building is considered a Class B medical space in the Seattle area.

“Annual Market Rent”: Rentable Square Footage for Premises multiplied by the Market Rent rates.

“Cash Rent”: Detailed in **Section 1.12**.

“Public Benefit Rent”: Calculated as the number of patients without insurance treated in the prior year at the Columbia City Center for Health by King County Public Health for Dental Services, Maternal Health Services or Nurse Family Partnership Services, multiplied by the annual Washington State Apple Health Medicaid Reimbursement rate for a Federally Qualified Healthcare Center.

Process:

Each year, upon the anniversary of the Commencement Date, the Public Benefit Rent calculation shall be updated for the prior year to ensure the Public Benefit Rent when combined with the Cash Rent, meets or exceeds the Market Rent. Market Rent shall be as shown in the table below. Cash Rent shall be as set forth in **Section 1.12**.

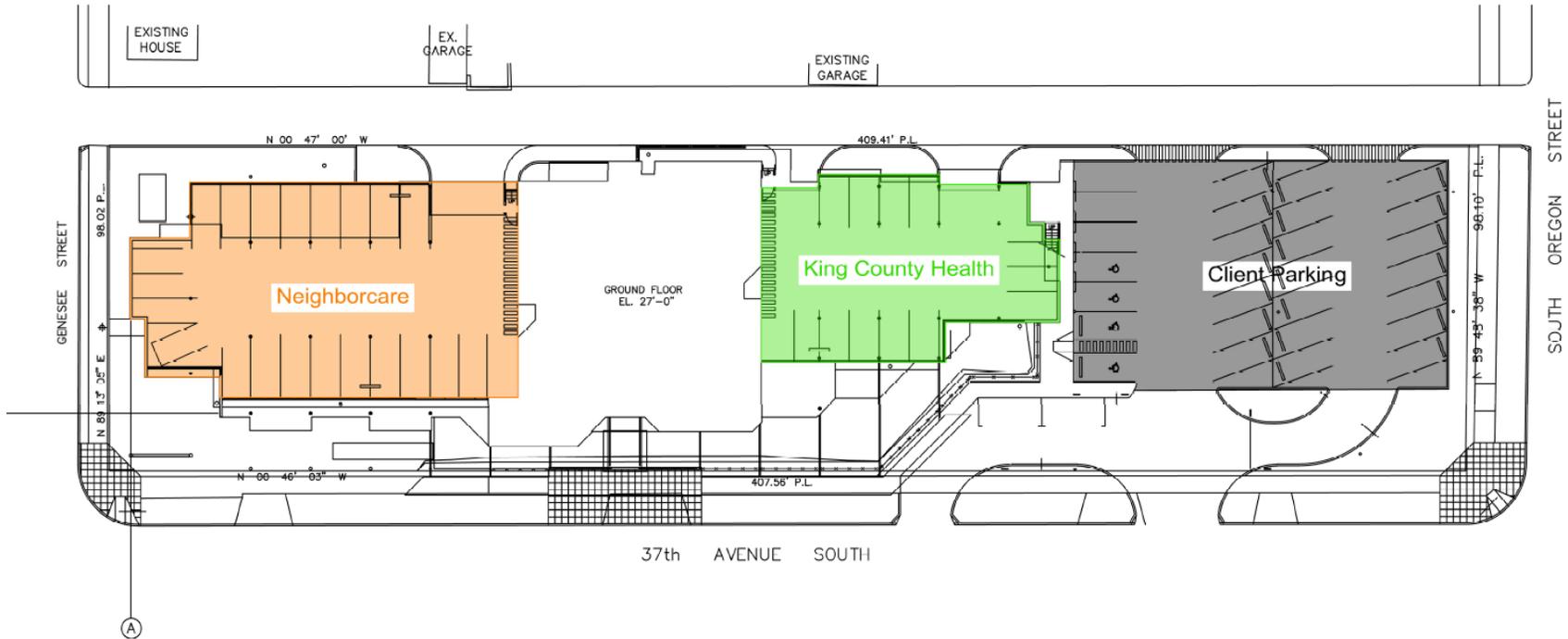
| Year | Market Rent (\$/PSF) | Annual Market Rent (9,411 RSF) |
|-------------|---------------------------------|---|
| Year 1 | \$20.33 | \$191,326 |
| Year 2 | \$20.94 | \$197,066 |
| Year 3 | \$21.57 | \$202,995 |
| Year 4 | \$22.22 | \$209,112 |
| Year 5 | \$22.89 | \$215,418 |

Reporting. Beginning on the first anniversary of the Commencement Date, and thereafter annually on each subsequent anniversary, Lessee shall submit to the City addressed to the Property Manager at Finance and Administrative Services (FAS) a report documenting Lessee's provision of Public Benefit Rent and community-supportive services in a form reasonably approved by the City that, at a minimum, includes the prior year count of patients without insurance treated on the Premises and the prior year Apple Health Medicaid Reimbursement Rate. The City reserves the right to share the report with other City departments upon request.

Inclusion and Non-discrimination in Services. In addition to the general nondiscrimination obligations under **Section 20** of the Lease, Lessee shall not deny an otherwise qualified individual any services or other benefits provided under this section on the grounds of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, gender identity, political ideology, ancestry, or the presence of any sensory, mental, or physical handicap.

Funding. There is no obligation under this Lease for the City to provide any additional public funds for Public Benefit Rent, for ongoing Lessee improvements, for maintenance required of Lessee under this Lease, for future development of the Premises, or for programming. Any lessee improvements or alterations to the Premises are subject to the limitations and requirements under **Section 11** of the Lease.

LEASE AGREEMENT
EXHIBIT 4
Parking Plan
Ground Level Under Building



COLUMBIA CITY CENTER FOR HEALTH

SITE PARKING PLAN
 4407 37th Ave S

FAS - FACILITY OPERATIONS

OCT 30, 2024
 SCALE: 1/30" = 1'-0"



LEASE AGREEMENT
EXHIBIT 5
Maintenance Responsibilities List
King County and City of Seattle

Maintenance and Repair Management Matrix

Columbia City Center for Health
(CCCH) 2025 Lease

| | | |
|--|---|--|
| Exterior | Landscaping Contract - yard work maintenance including irrigation operation | Lessee(s) |
| | Parking lot/driveway, speed bumps, striping | Lessee(s) |
| | Signs: speed, parking | Lessee(s) |
| | Sidewalks, stairs, railings and landings | Lessee(s) |
| | Exterior door, locks and hardware | Lessee(s) |
| | Exterior lighting | Lessee(s) |
| | Fence and gate repairs | Lessee(s) |
| | Security services - security guard and alarm response services | Lessee(s) |
| | ADA Access - Exterior | City |
| | Exterior wall surface repairs (painting year cycle) | City |
| | Pest control services | City |
| | Connect Lessee to City of Seattle Encampment Cleanup Services | City |
| | Roof (exterior surface access) | Roof inspection, replacement or repairs and cleaning |
| Skylight repairs or replacements | | City |
| Gutters/downspouts repair/replacement | | City |
| Gutters and downspouts cleaning and repairs | | City |
| Site drainage | | City |
| Interior - Tenant Premises and Common Areas | Flooring surfaces | Lessee(s) |
| | Interior wall surface repairs | Lessee(s) |
| | Ceiling repairs | Lessee(s) |
| | Door repair or replacement | Lessee(s) |
| | Door hardware and locks | Lessee(s) |
| | Window repair or replacement and blinds | Lessee(s) |
| | Window locks and hardware | Lessee(s) |
| | Keys (any change in locks must be approved by the City and provided a key) | Lessee(s) |
| | Painting interior | Lessee(s) |
| | Access controls and readers | Lessee(s) |
| | Stairs, landings and railings | Lessee(s) |
| | ADA - Interior | Lessee(s) |
| | Countertop repair or replacement | Lessee(s) |
| | Cabinet repairs or replacements | Lessee(s) |
| | Restroom accessories | Lessee(s) |
| | Art owned by Tenant - repair, maintenance and cleaning | Lessee(s) |
| | Art owned by City - repair, maintenance and cleaning | City |

Maintenance and Repair Management Matrix

Columbia City Center for Health
(CCCH) 2025 Lease

| | | |
|---|---|-----------|
| Foundation repairs | All foundation repairs | City |
| | Seismic retrofits | City |
| | Structural issues | City |
| Existing utilities to and from the building: Gas, Electricity, Water and Sewer | | City |
| Electrical | Replace and install lightbulbs | Lessee(s) |
| | Switches and outlet replacement or repairs | Lessee(s) |
| | Wiring: From Distribution Panels out | Lessee(s) |
| | Light fixture replacement and upgrades | Lessee(s) |
| | Appliances | Lessee(s) |
| | Wiring: Connection from Street to Building Switch Gear, Distribution to Main Panels | City |
| | Electrical panel and connection to meter. Circuit breaker replacement. | City |
| | Generator confidence testing and replacement or repairs | City |
| | Emergency lighting and testing | City |
| Plumbing | Backflow testing and repairs | City |
| | Hotwater tank repair or replacement - Building Service | City |
| | Storm and sanitary catch basins and drains | City |
| | Slow or clogged drains | Lessee(s) |
| | Drippy faucets | Lessee(s) |
| | Fixtures: toilets, sinks, showers repair or replacements | Lessee(s) |
| | Hotwater tank repair or replacement - Tenant Specific | Lessee(s) |
| | Drinking fountain | Lessee(s) |
| | Filter replacements | Lessee(s) |
| Heating and cooling systems | Primary HVAC Building systems maintenance contract | City |
| | HVAC: air handler, furnace, boiler, ducting, heating repairs | City |
| | Seasonal boiler shut down and start up | City |
| | service/common areas | City |
| | HVAC Lessee specific, installed to service Lessee | Lessee(s) |
| | Thermostats | Lessee(s) |
| | Furnace filter replacement- Lessee service systems | Lessee(s) |
| | Air Exhaust/Supply fans specific to Lessee space(s) | Lessee(s) |

Maintenance and Repair Management Matrix

Columbia City Center for Health
(CCCH) 2025 Lease

| | | |
|-------------------------------------|---|---|
| Building Life Safety systems | Life safety system confidence testing: Fire Alarm, wet and dry sprinklers | City |
| | Fire alarm panel and controls maintenance | City |
| | Fire extinguishers recertification | City |
| Major equipment | Elevator repairs and service | City |
| | Dumbwaiter repairs and service | Lessee(s) |
| Other repairs or maintenance | Other improvements/alterations | Lessee, After Written Approval ³ |
| | Garage, garage door and opener for Lessee Parking Area | Lessee(s) |
| | Security alarm systems and monitoring | Lessee(s) |
| | Structure and Subfloor repairs (unless damage caused by tenant) | City |
| | Graffiti | City |
| Additional Services | Janitorial | Lessee(s) |
| | Janitorial - Return air vent grill surface cleaning | Lessee(s) |
| | Utilities | Lessee(s) |
| | Carpet cleaning | Lessee(s) |
| | Window cleaning | Lessee(s) |
| | Snow removal | Lessee(s) |

1. Lessee(s): Applies to all lessees in the Building. Lessees to agree separately on division of responsibilities and cost sharing for these items.

2. City: Applies to The City of Seattle

3. All repairs to be approved by the City and done by qualified (licensed, bonded and insured) contractors with the City listed as additionally insured and warranty and receipts forwarded and filed with City's Shops. Qualified contractors shall have the following designation(s): Plumbing - Journeyman; Electrical - Licensed 01; HVAC- Licensed Refrigeration & 07 Electrical, or successor designation, depending on industry standards and code requirements.

LEASE AGREEMENT
EXHIBIT 6
CONFIRMATION OF LEASE COMMENCEMENT DATE LETTER

CITY: CITY OF SEATTLE
 LESSEE: KING COUNTY
 LOCATION: SOUTHEAST SEATTLE HEALTH CLINIC
 DATE: _____

This Confirmation of Lease Commencement Date Letter is in connection with the Lease Agreement dated _____ between City of Seattle, a Washington State municipal corporation ("City") and King County, a home rule charter county and political subdivision of the State of Washington, ("Lessee").

In accordance with the terms of the Lease, the Parties wish to confirm the following:

Lease Commencement Date: _____
 Lease Expiration Date: _____
 Lease Term: 5 years
 Options To Extend: Right of First Refusal for up to Five 2-year options

Base Rent:

| Lease Months | Dates | Monthly Rent |
|--------------|-------|--------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

ACKNOWLEDGEMENTS:

| | |
|---|---|
| CITY By: _____ Name: _____ Date: _____ | LESSEE By: _____ Name: _____ Date: _____ |
|---|---|

LEASE AGREEMENT
ADDENDUM A

King County Public Health and Neighborcare Health

Neighborcare Health and Public Health – Seattle & King County
Columbia City Center for Health
Services, Supplies and Utilities Agreement

Whereas, Neighborcare Health and Public Health – Seattle and King County occupy the same facility at 4400 37th Avenue South, Seattle, WA 98118 and provide services to the community,

Whereas, Neighborcare Health and Public Health – Seattle and King County seek to have certain facilities services provided at the site to support their collective and individual activities therein,

It is therefore resolved that these services shall be provided by the occupying agencies and the associated Operating Expenses incurred for the site shall be split between these agencies based on each agency's pro rata share of the space as outlined below, with the sole exception of any services used exclusively by the individual agency.

The following shall be provided by *Neighborcare Health*:

Janitorial Supplies and Services, Security Guard Services, Security Alarm Monitoring and Response, Yard Services, Floor Cleaning Maintenance and Compost services.

The following shall be provided by *Public Health – Seattle and King County*:

Water, Sewer, Electricity, Trash and Recycling Disposal Services.

Effective July 1, 2019, Neighborcare Health space totaled 17,744 square feet and Public Health space totaled 9,156 square feet for a total tenant space of 26,900 square feet with an additional 5,308 square feet of common area. The shared expense split will be 66% for Neighborcare and 34% for Public Health as shown on Exhibit 1.

Building Operating Expenses for 2019 are estimated to be \$7.00 a square foot. This amount will be adjusted annually based on actual costs.

Costs will be reconciled twice a year. The first accounting period will include costs incurred January through June, the second accounting period will include costs incurred July through December. The amount over or short for each accounting period will be credited where the adjustment is necessary. This reconciliation and any resulting payment due the other agency will take place within the first 60 days following each accounting period.

If either agency wishes to question any accounting period statement relating to Operating Expenses (or subsequent correction of such statement), the requesting agency will have (30) days after receipt of such statement to request inspection and an additional 30 days to complete their review.

This agreement will end when either agency terminates their lease, vacates the premises and no longer provides services from the described facility, so long as the vacating agency provides the other agency with at least 90 days written notice. All charges relating to the occupation and/or departure of vacating agency shall be reconciled and paid no later than ninety (90) days after vacating the facility.

velope ID: 64B6A805-AEAF-4340-AA1E-874952AE14AD

NeighborCare Health

Sign: *Rashad A. Collins*
Rashad A. Collins (Oct 14, 2022 14:27 PDT)

Print: Rashad A. Collins

Title: Chief Executive Officer

Date: Oct 14, 2022

Public Health Seattle and King County

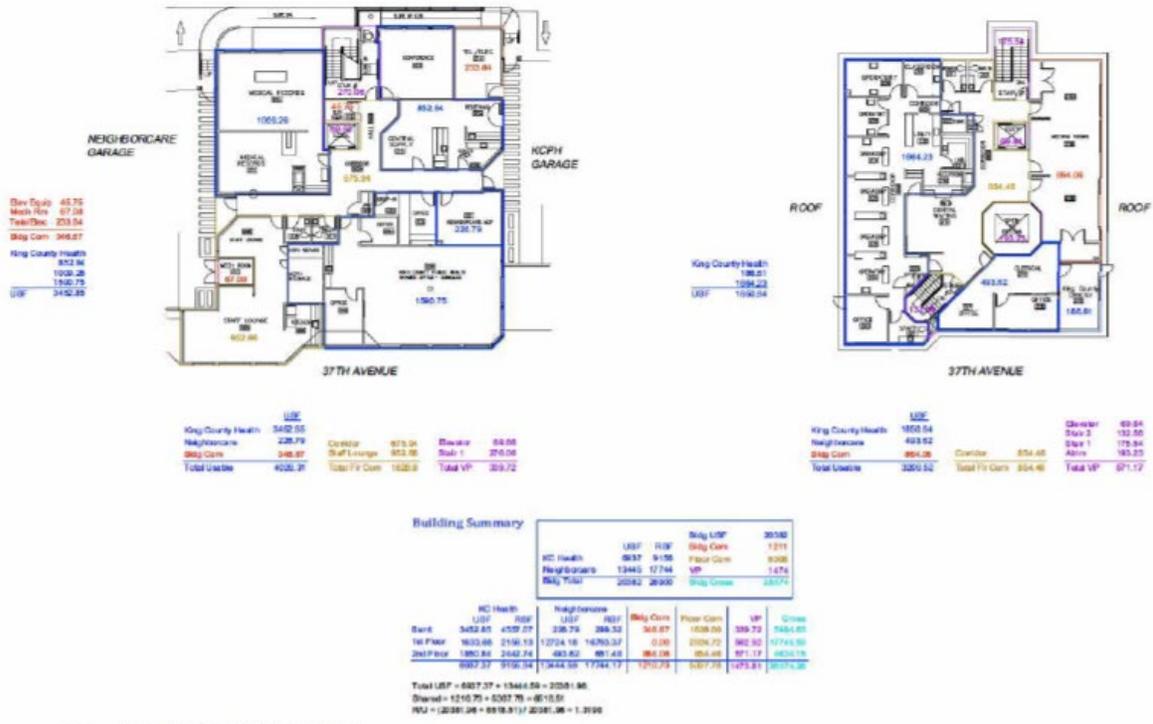
Sign: *Maria Wood*
SEE212F63071407

Print: Maria wood

Title: Deputy Director, Admin Division - DPH

Date: 10/6/2022

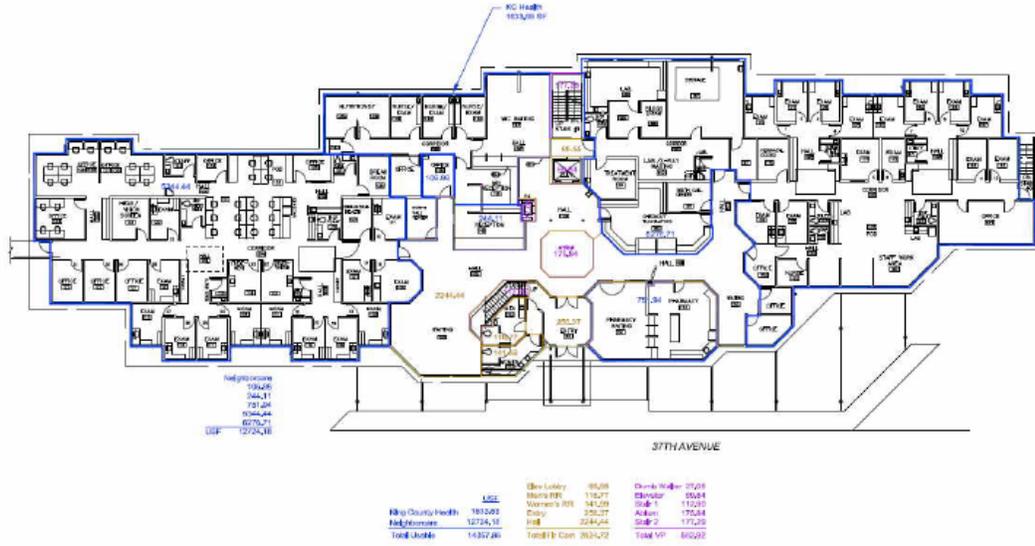
Exhibit 1 - City of Seattle Columbia Center for Health Space Allocation



SOUTHEAST HEALTH CLINIC
 BASEMENT & SECOND FLOOR
 4407 37TH Ave S

FAS - FACILITY OPERATIONS
 APRIL 27, 2020
 SCALE: 1/32" = 1'-0"





SOUTHEAST HEALTH CLINIC
 MAIN FLOOR
 4407 37TH Ave S

FAS - FACILITY OPERATIONS
 APRIL 27, 2020
 SCALE: 1/32" = 1'-0"

