

16170

#1401

Seattle Public Schools
Property Management Office
LEASE AMENDMENT NO. 2

Attachment B

Contract No: RF

School: Rainier Beach

Date: August 28, 2007

THIS AGREEMENT is made between the SEATTLE SCHOOL DISTRICT #1, (hereinafter called "Landlord"), and King County, Washington (hereinafter called "Tenant") regarding the Teen Health Center (the "Premises"), a portion of the building and land commonly called Rainier Beach High School, located at 8815 Seward Park South, Seattle, WA 98118, on the real property legally described on Exhibit A, attached hereto.

WHEREAS, Landlord and Tenant entered into a Lease dated January 23, 2006, and amended by Amendment No. 1 dated September 19, 2006, herein incorporated by this reference; and,

WHEREAS, Landlord and Tenant wish to extend the term and modify certain provisions of that Lease;

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The term of the Lease is renewed as of September 1, 2007 ("Commencement Date"), and shall terminate at midnight of June 30, 2008 ("Termination Date"), and be limited to the following days and hours of use:

School Year: 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.

2. The value of the base rent for the Premises is established at \$287.00 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 contingent on a) A Memorandum of Understanding ("MOU") between Landlord and Tenant, signed by both parties, b) Tenant's performance of the services and meets the criteria as stated in the signed MOU (Attachment 2).

If Tenant fails to perform the above conditions stated herein, Tenant agrees to pay the base rent established in this section for all periods during which it fails to perform, retroactive to the Commencement Date of this lease term. A copy of Attachment 2 is attached herein and incorporated as part of this Lease Agreement. Tenant agrees to pay the base rent established in this section for all periods during which it fails to fulfill the requirements stated herein.

3. 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 heating/cooling and custodial staffing costs. Such costs are indicated in Exhibit D (FY 2007-2008 Holiday/Vacation Schedule and Charges) attached herein.

4. This Lease shall be subject to cancellation by Landlord prior to the Lease Termination Date upon 90 days 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.
5. 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 2 above in this Lease Extension, prorated for each day of late notice. For example, if this Lease expires in June 30, 2008, Tenant gives its notice of early termination in May 12, 2008 Tenant shall pay Landlord 40 days of base rent.
6. The following insurance coverage requirements are added to Section 10.1 under INSURANCE (Section 10) of Part II of the Lease:
 - If Tenant operates or allows subcontractors to operate day care or other child-serving programs (any program where children are on District premises and not under the care or supervision of their own parents), sexual abuse or molestation coverage shall be provided with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - If Tenant provides or allows its contractors or sublessees to provide professional medical or mental health services, medical professional liability (errors and omissions) coverage shall be required with a minimum limit of \$1,000,000 per wrongful act and \$2,000,000 annual aggregate.
7. Any of the other provisions of the subject Lease not modified in writing shall remain in full force and effect.

Landlord:

SEATTLE SCHOOL DISTRICT NO. 1

By _____

Its _____

Date _____

Tenant:

KING COUNTY, WASHINGTON

By _____
Wayne Richardson, Manager, Real Estate Services


Date _____

Approved as to form only:

By _____
Tim Barnes, Sr. Deputy Prosecuting Attorney

Date _____

Public Health, Seattle - King County

By 
Dr. David Fleming, Director

Date SEP 25 2007

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

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 oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____, a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 200_____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at _____
My appointment expires _____

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

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 oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of SEATTLE SCHOOL DISTRICT NO. 1, a Washington municipal corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 200_____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing
at _____
My appointment expires: _____