

ATTACHMENT A:

LICENSE AGREEMENT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), dated _____ (for reference purposes only), is between King County, a home rule charter county and political subdivision of the State of Washington ("King County" or the "County"), by and through its Department of Public Health – Seattle & King County ("Public Health") for a license for the use of certain office space at HealthPoint clinics located in King County. King County and HealthPoint are each sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

In consideration of the promises, covenants, and other provisions set forth in this Agreement, the Parties agree as follows.

RECITALS

1. This Agreement will support two vital programs operated by Public Health. The first is the Special Supplemental Nutrition Program for Women, Infants and Children ("WIC"), a preventive health and nutrition program that provides short term assistance to young families to promote optimal growth and development. The second program is First Steps, which helps individuals who are pregnant during and after their pregnancy and helps parents raise healthy babies through the Maternity Support Services ("MSS") and Infant Case Management ("ICM") programs.
2. HealthPoint desires to assist Public Health in offering these vital services by providing office space at some of its clinic locations throughout King County.
3. This Agreement will consolidate all the office spaces that HealthPoint licenses to King County for this program under a single agreement, while also allowing the Parties to efficiently add or remove locations as needed during the term of this Agreement.
4. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

1. PREMISES

The real property owned by HealthPoint that is the subject of this agreement is depicted and described in Exhibits A-1, A-2, A-3, A-4, and A-5 as well as any other exhibit that from time to time may be made a part of this Agreement. Collectively, the real property described in these exhibits is the "Premises." Additional real property may be added to the defined Premises through a written amendment to this Agreement.

2. USE OF PREMISES

- 2.1 **USE OF THE PREMISES.** HealthPoint hereby grants to the County a license to use and operate office space within the Premises for the purposes of operating Public Health's

WIC, MSS and ICM programs and to permit clients of those programs onto the Premises. The Premises shall be used for no other business or purpose without prior written consent of HealthPoint, which consent may be withheld by HealthPoint in its sole discretion. The office space, desks, and other areas that King County will be permitted to use at each location that constitutes the Premises consist of two workstations and up to three shared office spaces at each Premises location. The location of the workstations may be changed at any time by Healthpoint, at Healthpoint's sole discretion by giving County 24 hours notice.

- 2.2 HOURS. King County's access to the Premises is limited to between 8 am and 6 pm, Monday through Friday, during HealthPoint's hours of operation. The Parties may adjust the County's access to particular sites by written agreement.
- 2.3 PARKING. Use of parking at the Premises by the County shall be subject to such reasonable rules and regulations as HealthPoint may provide from time to time.
- 2.4 NO WARRANTIES. HealthPoint does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Premises, and no official, employee, representative, or agent of HealthPoint is authorized to represent otherwise.
- 2.5 AS IS CONDITION. King County has inspected and knows the condition of the Premises and agree to accept the Premises in as-is condition.
- 2.6 RISK OF LOSS. All personal property of any kind or description belonging to King County and its officers, employees, agents, permittees, invitees, agents, contractors and their officers, employees, agents, permittees, invitees, and subcontractors at the Premises shall be at King County's sole risk, and HealthPoint will not be liable for any damage done to, or loss of, such personal property.
- 2.7 KEYS AND KEY CARDS. HealthPoint shall assign the County with keys and/or keycards for entry into each of the facilities encompassing the Premises. In the event a key is lost or stolen, King County shall notify HealthPoint immediately.

3. TERM

- 3.1 TERM. The term of this Agreement (the "Term") shall commence on the first day of the first month following execution of the Agreement by both Parties (the "Commencement Date") and shall expire sixty (60) months after the Commencement Date.
- 3.2 OPTION TERMS. Provided King County is not in default under this Agreement on the date this option is exercised and as of the last day of the Term, the Term may be extended for one (1) successive period of 60 months ("Extended Term"). This option to extend may be exercised by mutual agreement between the Parties only by County giving HealthPoint written notice no more than twelve (12) months and no less than three (3) months prior to the last day of the existing term. The extension option shall apply to all of the Premises then licensed by King County under this Agreement. From and after the commencement of any Extended Term, all of the terms, covenants, and conditions of this Agreement shall continue in full force and effect as written.

4. CONSIDERATION; OPERATING COSTS

- 4.1. **CONSIDERATION.** King County shall pay no rent for its use of the Premises. As consideration for this Agreement, King County shall provide the WIC, MSS, and ICM services to HealthPoint's clients and other members of the public.
- 4.2. **OPERATING COSTS.** HealthPoint shall provide for, at its sole expense, electricity, water, sewer, garbage removal, janitorial service and ground and building maintenance commensurate with good building management practices, as defined by the guideless of the Building Owners and Managers Association.
- 4.3. **TERMINATION.** The County's obligations to HealthPoint 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 the County 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. The County shall not be subject to any obligation under this Agreement to provide advance notice of termination or pay any termination penalties in the event of a lack of appropriation. In addition, if grant funding for the County's operations on the Premises is cancelled or not renewed, this Agreement and all County obligations hereunder will terminate.
- 4.4. **ALTERATIONS.** Upon mutual agreement, Licensee may request work to be completed by HealthPoint and will be billed at the pre-approved, mutually agreed upon amount. King County will have the right to approve the scope, schedule and budget estimate of any work in advance of the work being completed.

5. INDEMNIFICATION

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, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/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 these provisions were specifically negotiated and agreed upon by them.

6. INSURANCE

- 6.1 **KING COUNTY INSURANCE.** HealthPoint acknowledges, understands, and agrees that King County maintains a fully funded Self-Insurance program for the protection and handling of its liability exposures, including injuries to persons and damage to property, and is a certified self-insurer for workers compensation under Chapter 51 RCW. By requiring such liability coverage as specified in this Article 7, the Parties have not, and shall not be deemed to have, assessed the risks that may be applicable to the other Party and its contractors or subcontractors. Each Party shall assess its own risks and, if they deem appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.
- 6.2 **HEALTHPOINT INSURANCE.** HealthPoint shall, throughout the term of this License, maintain the following insurance coverages:
- “All Risk” Property insurance coverage (excluding earthquake and flood) on the Premises and HealthPoint’s personal property in an amount not less than one hundred percent (100%) of the replacement value thereof.
 - Commercial General Liability (occurrence form) insurance, including contractual liability insuring HealthPoint’s activities upon, in or about the Premises 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. King County 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.
- 6.3 **WAIVER OF SUBROGATION.** 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. In the event of any increased cost or impairment of ability to obtain such insurance, the party suffering such increased cost or impairment may terminate such waiver and release upon written notice to the other party hereto.

7. DEFAULT

King County is in default under this Agreement if it does not comply with any of the terms of this Agreement. King County shall be given written notice of the default and will have thirty (30) days to correct the default.

8. MAINTENANCE OF RECORDS

- 8.1 The County shall retain records and documents pertaining to all matters arising under or relating to this Agreement consistent with its record retention schedule and the Washington State Public Records Act, chapter 42.56 RCW as now codified or hereafter amended (the “Public Records Act”).

- 8.2 HealthPoint shall retain records and documents pertaining to all matters arising under or relating to this Agreement.
- 8.3 **HIPAA.** For purposes of this paragraph, “protected health information” (“**PHI**”) shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F. R Part 160 and Subparts A and E of Part 164 and all amendments thereto (commonly known as the “**Privacy Standards**”), as promulgated by the U.S. Department of Health and Human Services pursuant to the Administrative Simplifications provisions of the Health Insurance Portability and Accountability Act of 1996 and all amendments thereto (“**HIPAA**”). In the event that in connection with its use of the Premises, as applicable, either party creates, stores, or maintains PHI in the Premises, as applicable, the parties agree that the other party and its employees, agents, contractors, and invitees shall not need or have access to, or the use of, any of such party’s PHI. However, in the event that PHI is accessed, used, seen by or otherwise disclosed (collectively, “**disclosure**”) to the other party or its employees, agents, contractors, or invitees (whether inadvertently or otherwise), then such other party shall promptly take all commercially reasonable efforts to prevent any subsequent disclosure or release of such PHI to third parties by it or its employees, agents, contractors, or invitees. The party discovering a disclosure shall promptly notify the other party. The parties agree that the provisions of this paragraph do not create, and are not intended to create, a “business associate” relationship between the parties as that term is defined by the Privacy Standards.

9. TERMINATION

- 9.1 **BREACH.** If King County shall have substantially breached any requirement of this Agreement and shall have not cured such breach for a period of thirty (30) days, or diligently commenced to cure if cure for such breach cannot reasonably be completed within such thirty-day period, then upon ten (10) days’ written notice to King County, HealthPoint shall have the right to terminate this Agreement.
- 9.2 **DAMAGE OR DESTRUCTION.** If Premises is materially damaged through no fault of either Party, and HealthPoint is unable to secure funds to repair the damaged Premises or chooses not to repair the damaged Premises, any Party may elect to immediately terminate this Agreement for convenience. The foregoing does not foreclose the possibility of Parties agreeing to share in the cost of rebuilding the damaged Premises.
- 9.3 **TERMINATION AT CONVENIENCE.** Either Party can terminate this Agreement at any time for convenience with thirty (30) days of prior written notice.
- 9.4 Termination under this Article 9 shall not relieve any Party of any duty previously due and still outstanding as of the effective date of termination.

10. AGREEMENT AND ASSIGNMENT

King County may not assign this Agreement in whole or in part, or sublet all or any portion of the Premises, without the prior written consent of HealthPoint, such consent which may be withheld or conditioned at the sole determination of HealthPoint.

11. GENERAL PROVISIONS

11.1 NO INTEREST. The rights under this Agreement do not and shall not at any time constitute any ownership or Agreement interest in any real estate at the Premises or any of the structures, fixtures, or improvements thereon.

11.2 NOTICE. Any notice permitted or required to be given by any Party to this Agreement shall be in writing and delivered to:

i. Notice Address for King County:

King County Real Estate Services
401 Fifth Avenue, Suite 900
Seattle, WA 98104-2337

With an email copy to:

RES-AgreementAdmin@kingcounty.gov

ii. Notice Address for HeathPoint:

HeathPoint
Chief Operating Officer
955 Powell Ave. SW
Renton, WA 98057

With an email copy to:

Email: vhammond@healthpointchc.org

11.3 AMENDMENT. The Parties may modify or amend this Agreement during the Term, or as a condition of any subsequent renewal, extension, or during a renewal or extension term. Such modification or amendment must be in writing. The Parties acknowledge that modifications or amendments of material terms may require approval of the Metropolitan King County Council.

11.4 GOVERNING LAW; VENUE. 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 rules or choice of law provisions. The sole and exclusive venue for any action arising from or related to this Agreement shall be in the Superior Court of King County, Washington and the parties hereby agree to the personal jurisdiction of such court.

11.5 NON-DISCRIMINATION. HealthPoint and King County, for themselves, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state, and local laws applicable to the Building and Premises, including, without limitation, Chapter 49.60 RCW. HealthPoint and King County 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 Chapter 12.16, as now codified and as hereafter amended. HealthPoint and King County 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 default of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Agreement and may result in ineligibility for further agreements between the parties.

- 11.6 SIGNAGE. No sign, advertisement, notice, or other lettering will be exhibited, inscribed, painted, or affixed nor allowed to be exhibited, inscribed painted, or affixed on any part of the Premises without the prior written approval of HealthPoint, which shall not be unreasonably withheld. All signs erected or installed pursuant to HealthPoint's prior written approval shall also comply with any applicable federal, state, or local statutes, ordinances, or regulations.
- 11.7 FORCE MAJEURE. The Parties' performance under this Agreement shall be excused during any period of force majeure. Force majeure is defined as any condition that is beyond the reasonable control of either Party, including but not limited to, natural disaster, severe weather conditions, contract disputes, labor disputes, epidemic, pandemic, delays in acquiring licenses, inspections, or necessary property or interests in property, permitting delays, or any other delay resulting from a cause beyond the reasonable control of either Party.
- 11.8 STATE AND FEDERAL CONTRACT PROVISIONS. To the extent state or federal funds are utilized for the Premises, this Agreement and any amendments or supplements shall comply with such state or federal contract funding requirements. Upon request by King County, HealthPoint expressly agrees to execute any amendment or modification to this Agreement necessary to allow King County to comply with or otherwise fulfill such state or federal contract funding requirements.
- 11.9 TIME. Time is of the essence for all matters contemplated herein.
- 11.10 ENTIRE AGREEMENT. This Agreement, together with its Exhibits, contains the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes any and all prior oral or written representations or understandings regarding the subject matter addressed herein. The Parties understands, acknowledges, and agrees that that no guarantees, representations, promises, or statements expressed or implied have been made by either Party except to the extent that the same are expressed in this Agreement.
- 11.11 INVALID PROVISIONS. If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected if such remainder would then continue to serve the purposes and objectives of the Parties.
- 11.12 HEADINGS NOT MATERIAL. The headings and other formatting in this Agreement are for convenience only and do not in any way limit or amplify the substantive provisions of this Agreement.

- 11.13 NO THIRD-PARTY RIGHTS. This Agreement creates no right, privilege, duty, obligation, cause of action, or any other interest in any person or entity not a party to it.
- 11.14 WAIVER OF BREACH. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 11.15 NO ASSIGNMENT. This Agreement may not be transferred or assigned under any circumstance whatsoever, and any purported assignment shall be void ab initio.
- 11.16 POLICE POWERS. Nothing contained in this Agreement shall be considered or interpreted to diminish the governmental or police powers of King County.
- 11.17 SURVIVAL. Any terms and provisions of this Agreement pertaining to rights, duties, or obligations extending beyond the expiration or termination of this Agreement, and all outstanding or remaining obligations accrued prior to the end of the Term, shall survive the end of the Term.
- 11.18 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

[Signatures on following pages]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement on the date indicated next to their signatures below.

KING COUNTY

W. Drew Zimmerman, Acting Director
King County Facilities Management Division

Date

APPROVED AS TO FORM:

Senior Deputy Prosecuting Attorney

APPROVED BY CUSTODIAL AGENCY:

By: _____

Date: _____

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 they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a home rule charter county and political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 2025.

Notary Public
Print Name
My commission expires

(Use this space for notarial stamp/seal)



HEALTHPOINT

By: [Signature]

Name: Lisa Yohalem

Title: President and Chief Executive Officer

Date: 2/26/2025

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Lisa Yohalem is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and CEO of HealthPoint, a _____, its _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 26 day of February, 2025.

Notary Public [Signature]

Print Name Michelle Schouteren

My commission expires August 9, 2027

(Use this space for notarial stamp/seal)

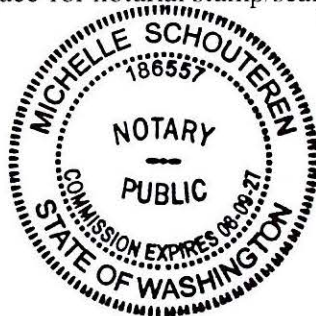


EXHIBIT A-1

Street Address

HealthPoint – Midway
26401 Pacific Highway South
Des Moines, WA 9819

Legal Description

PORTION OF S 375 FT (AS MEASURED ALONG W LINE) OF THAT PORTION OF S HALF SE QTR NW QTR STR 28-22-04 LYING WLY OF PACIFIC HWY S (STATE ROUTE 99) & TRACT 8 SECOMA H1-WAY TRACTS DAF: BEGINNING AT SE CORNER OF SAID TRACT 8 TH N88-10-17W ALONG S LINE THEREOF DISTANCE OF 331.14 FT TH N01-08-58E PARALLEL WITH W LINE OF SAID TRACT 8 DISTANCE OF 200.01 FT TH S88-10-17E PARALLEL WITH S LINE OF SAID TRACT 8 DISTANCE OF 411.96 FT TO WLY MARGIN OF SAID PACIFIC HWY S TH S20-43-24W ALONG SAID MARGIN DISTANCE OF 211.39 FT TO POB (AKA NEW LOT "A" AS DELINEATED PER CITY OF DES MOINES BOUNDARY LINE ADJUSTMENT NO LLA 97-066 RECORDING NO 9711249013)

EXHIBIT A-2

Street Address

HealthPoint – SeaTac
4040 S 188th St #201
SeaTac, WA 98188

Legal Description

LOT 2 OF SEATAC SHORT PLAT #SUB02-00002 REC #20020814900007 SD SP
DAF - S 1/2 OF SE 1/4 OF NE 1/4 OF SW 1/4 LESS RDS LESS POR DEF IN DEEDS
20020610001902, 20020610001903, 20020610001904 & 20020610001905

EXHIBIT A-3

Street Address

HealthPoint – Auburn North
923 Auburn Way North
Auburn, WA 98002

Legal Description

LOT 1 OF AUBURN SHORT PLAT # SPL0009-98 REC #9904202125 SD SHORT PLAT BEING POR OF SE 1/4 OF SW 1/4 & OF GL 4 DAF - BEG SW COR OF SEC 7 TH N 01 -25-25 E ALG W LN OF SD SEC 655.59 FT TH N87-16-60 E 255.17 FT TH N 88-25-08 E 173.06 FT TH N 87-15-30 E 217.2 FT TO TPOB TH CONT N 87-15-30 E 200.61 FT TH N 87-45-26 E 195.91 FT TH N 0-39-19 E 228.34 FT TH E 583.97 FT TO NWLY MGN OF AUBURN WAY N TH ALG SD MGN & THE ARC OF A SPIRAL CRV CONCAVE TO NW THE CHORD OF WCH IS S 31-01-17 W 287.28 FT TH S 33-25 -44 W 190.44 FT TO BEG OF A CRV CONCAVE TO NW RAD OF 1402.5 FT TH ALG ARC OF SD CRV THRU C/A OF 06- 06-24 A DIST OF 149.48 FT TH S 39 - 32 W 34.94 FT TH N40-27-52 W 81.1 FT TO BEG OF A CRV CONCAVE TO SW RAD OF 700 FT TH ALG THE ARC OF SD CRV THRU A C/A OF 52-16 -38 A DIST OF 638.69 FT TO POB - LESS PORS FOR STS (AKA PCL B OF AUBURN LLA #LLA-0008-89 REC # 8911131464) LESS POR LY NLY OF LN DAF - BEG AT MOST NLY NW COR OF ABOVE DESC PCL TH N 89-55-52 E ALG N LN THOF 573.27 FT TO W MGN OF AUBURN WAY N TO TPOB OF SD DESC LN TH S 89-11-09 W 573.41 FT TO W LN OF ABOVE DESC PCL & TERMINUS OF SD DESC LN (AKA PCL A OF AUBURN LLA #LLA0022-98 REC #9812111807)

EXHIBIT A-4

Street Address

HealthPoint – Bothell
10414 Beardslee Blvd
Bothell, WA 98011

Legal Description

KLEINS SUBDIV & WLY 35 FT OF VAC ANNA PL (ORD #433) PER BOTHELL BLA
2011-00003 REC #20110427900001 POR TAXABLE

EXHIBIT A-5

Street Address

HealthPoint – Kent
403 E. Meeker Street
Kent, WA 98030

Legal Description

WASHINGTON CENTRAL IMPROVEMENT CO'S FIRST ADDITION TO KENT LOTS 18
THRU 22 BLK 13 AS DESCRIBED & DELINEATED PER CITY OF KENT LOT LINE
ADJUSTMENT NO LL-96-33 RECORDING NO 9612051035

EXHIBIT A-6

Street Address

HealthPoint – Auburn
126 Auburn Ave, Suite 400
Auburn, WA 98002

Legal Description

CONDICT PLAT OF TO AUBURN - PORTION TAXABLE
