

**SITE LICENSE AGREEMENT BETWEEN
SEQUOIA UNION HIGH SCHOOL DISTRICT AND
THE COUNTY OF SAN MATEO REGARDING
THE USE OF DISTRICT PROPERTY AT 200 JAMES AVENUE, REDWOOD CITY, CA
BY THE SEQUOIA TEEN WELLNESS CENTER**

This Site License Agreement (the "Agreement") is entered into effective as of July 1, 2023 and is by and between the Sequoia Union High School District, a union high school district formed and existing under the laws of the State of California ("District" or "Licensor") and the County of San Mateo, a political subdivision of the State of California ("County" or "Licensee").

RECITALS

WHEREAS, the District owns land and improvements located at 200 James Avenue in Redwood City (the "Property"), adjacent to the Sequoia High School campus; and

WHEREAS, for the last several years, the Sequoia Teen Wellness Center ("Center"), a health clinic operated by San Mateo County Health, a department of the County, has operated the Property consisting of approximately 2,880 square feet in size and is depicted on Exhibit A to this Agreement;

WHEREAS, the Center provides a range of healthcare and mental health services for a population that both the District and the County have an interest in serving, including primary care for teens and young adults between the ages of 12 and 24; physicals and medical examinations; immunizations; reproductive health services; health education; mental health services; and support groups; and

WHEREAS, the Parties agree that these services substantially benefit young people that they each have an interest in serving and that, therefore, the Center's continued operation on the Property is in each agency's interest; and

WHEREAS, the Parties agree that it is appropriate and necessary for the District and the County to set forth in this Agreement the terms and conditions pursuant to which the Center shall continue to operate on the Property.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Agreement, the parties agree as follows.

SECTION 1. GRANT OF LICENSE, USE OF PROPERTY, TERM AND LOCATION

- A. Licensee is hereby granted permission to occupy and use of the Property consisting of the building located at 200 James Street in Redwood City, California presently operated as the Sequoia Teen Wellness Center. This License does not constitute the grant of a lease, deed, easement or a conveyance or transfer of any property interest by the District.
- B. In addition, employees of the Licensee shall be allowed the use of up to four (4) parking spaces on the Property or other parking areas owned by the District in the vicinity of the Property. Licensee is authorized to occupy and use the Property for the purpose of operating the Center and for providing the health care and mental health services as described herein.
- C. The term of this Agreement shall be from July 1, 2023 to June 30, 2028 (“Term”). The parties may extend this Agreement by mutual written consent. Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, by providing the other party with at least 180 days prior written notice of the party’s intent to terminate the Agreement.
- D. Upon termination of the Agreement, Licensee shall vacate the Property and leave the Property in a clean and orderly condition, repairing all damage, with exception of reasonable wear and tear.
- E. Licensee’s use of the Property shall at no time interfere with the District’s use of property (300 James Ave and 1201 Brewster) adjacent to the Property for educational purposes and the Licensee’s use of the Property shall not create any disturbance or excessive noise or other material negative impact on any adjacent property uses.
- F. The Licensee shall be responsible for the security of the property and shall hold the District harmless for any theft or damage to the Property or any equipment or property stored or kept on the Property. Likewise, if the District Property itself is destroyed or damaged owing to a negligent act of the Licensee or any employee, officer or agent of the Licensee, the Licensee shall be responsible for repair or replacement.

SECTION 2. LICENSE FEE

- A. In consideration of its use of the Property, Licensee shall pay the District an annual license fee of Twenty Four Thousand Dollars (\$24,000.00) (hereinafter, "License Fee") plus Four Thousand Three Hundred Twenty Dollars (\$4,320.00) each year for utilities (hereinafter, "Utilities Fee, License Fee and Utilities Fee shall be referred to as "Fees". The total amount owed by Licensee each year shall be \$28,320 in Fees. The Fees shall be payable each year during the Term in two equal installments of Fourteen Thousand One Hundred Sixty Dollars (\$14,160.00) each, with the first annual installment paid on July 1st, during the Term and the second annual installment paid on December 1st during the Term.

The District shall have the right to adjust the License Fee and/or the Utilities Fee by a percentage amount not to exceed the percentage increase in the Consumer Price Index published the preceding month of June by the United States Department of Labor for the Metropolitan Bay Area (San Francisco-Oakland- Hayward). Additionally, the District has the right to increase the Utility Fee by an amount equal to the actual percentage increase charged to the District by the various utility providers. The Fees shall be paid to the District's business office at 480 James Avenue, in Redwood City, California, or such other location as designated by the District.

- B. The parties acknowledge and agree that the District shall retain the Fees paid by the Licensee to pay for major and deferred maintenance on the Center, as determined necessary in the discretion of the District. The parties further acknowledge and agree that if the balance of Fees collected and maintained by the District are insufficient to pay for any such major and deferred maintenance for the Center, Licensee shall be responsible for the cost of any such major and deferred maintenance that exceeds the amount collected and maintained by the District. At the end of the Term, any Fees paid by the Licensee to the District that are unexpended shall remain the property of the District. Additionally, the Utilities Fee shall be used by the District to offset, in part, the actual costs of providing utilities services to the Center.
- C. The parties acknowledge that the Fees have been set by the District in consideration of the benefits that the Center affords to young people that the District also has an interest in serving. In further consideration of the level at which the Fees are set and the parties' collective interest in serving young people who are students in the District, the County agrees to meet and confer in good faith periodically (at least once each year during the term of this Agreement) with the District's designated staff members regarding activities that the County and District can partner on and other ways that the County can support the health and wellness of the District's students, with a particular focus on students at the District's Redwood High School campus.

SECTION 3. OPERATION AND MAINTENANCE OF PREMISES

- A. Licensee shall, at its sole cost and expense, keep the Property in a good, clean, orderly, safe and sanitary condition, free from hazardous materials and to a level at least consistent with the standards of other District properties, fair wear and tear excepted. If Licensee fails to keep the Property in such condition,, the District may perform the necessary maintenance and/or remediation work at the expense of the Licensee and Licensee agrees that it shall reimburse the District for the cost of such work within thirty (30) days of being invoiced by the District. Major and deferred maintenance shall be addressed as set forth above in Section 2.
- B. Should Licensee determine that the Property requires major exterior or structural maintenance and repair, Licensee shall notify the Center's Clinic Director. The Center's Clinic Director will inform and coordinate with the District Director of Maintenance and Operations of such repairs and coordinate with the Licensee on scheduling such repairs. Licensor shall be solely responsible for all maintenance and repair to the exterior and structural portions of the Property.
- C. Licensee shall be responsible for custodial services at the Property and shall secure such services at its sole cost and expense.
- D. Licensee shall be responsible for telephone and data hookup services.
- E. Upon reasonable prior notice/request, Licensee shall provide District staff members or agents with access to the Property as may be determined necessary by the District to assess the condition of the Property or for other purposes deemed appropriate by the District.
- F. At least semi-annually the Center's designated clinic director shall meet with the site administrator for the Sequoia High School to discuss, among other topics deemed appropriate by the County and the District:
 - the current status of services at the Center
 - anticipated changes to services at the Center
 - District or County concerns regarding the substance or delivery of services at the Center
 - impacts of such services at the Center
 - protocols for students from Sequoia High School receiving clinic services during school hours
 - security and safety concerns related to Center services
 - protocols for responding to emergencies at the Center and/or on the Sequoia High School campus.

The matters discussed at these periodic meetings shall be recorded in writing. Each party shall inform the other of any changes in staffing affecting this subsection of this Agreement.

SECTION 4. ASSIGNMENT

This License is not transferable or assignable. Any such transfer or assignment without the prior written consent of the District, which shall be granted or denied in the District's sole discretion, shall be, at the election of the District, void from the time made or considered an event or default under this License.

SECTION 5. CHANGES, ADDITIONS OR ALTERATIONS

Licensee shall not make any changes, additions, or alterations to the interior or exterior of Property or any part thereof, without first consulting with and obtaining the prior and specific written consent of the District, which consent shall be made in the District's sole discretion. Absent specific written agreement to the contrary, any changes, additions, or alterations of the Property that are approved by the District shall be at the Licensee's sole and exclusive expense, including, without limitation, hard and soft construction cost, permit fees, and environmental assessment costs.

SECTION 6. REMOVAL OF IMPROVEMENTS UPON EXPIRATION OR TERMINATION

Upon the expiration or termination of this Agreement for any reason, Licensee shall, upon receiving a request from the District to do so, immediately (and in no event later than thirty (30) days after receipt of such request) remove all modifications that Licensee has made to the Property to the reasonable satisfaction of the District. Such removal shall be at the sole cost and effort of the Licensee and performed in such a manner as to not interfere with the District's use of all surrounding properties for educational purposes. Licensee shall, at Licensee's sole cost and expense, repair any damage to the Property or any facilities or equipment adjacent to the Property, caused by such removal.

SECTION 7. LICENSES AND PERMITS

- A. Licensee shall secure any and all necessary and required licenses, permits, consultations, and approvals applicable for the use of the Property for which this License is granted, including approval and certification from all applicable regulatory agencies, including, but not limited to, the Department of Healthcare Services. Licensee acknowledges and agrees that the Property has been accepted in "AS IS" condition, without representation or warranty of any kind, and subject to all applicable laws, rules and ordinances governing the use, occupancy and possession thereof. Licensee acknowledges and agrees that neither the District nor any of its agents have made, and District hereby disclaims, any representations or warranties, express or implied, concerning the physical or environmental condition of the Property, the present or future suitability of the Property for Licensee's intended use, or any other matter whatsoever relating to the Property, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

B. Licensee shall be liable for, and shall pay throughout the term of this Agreement, any license fees and taxes, if any, covering its use of the Property.

SECTION 8. LAWS AND REGULATIONS

Licensee shall, at all times, maintain and occupy the Property in compliance with all federal, state, and local laws and regulations that govern the use of school district property, including, but not limited to the possession and use of narcotics, firearms, alcohol and tobacco on school district property.

SECTION 9 INDEMNIFICATION

Licensee hereby indemnifies, defends, and holds the District, its officers, and employees harmless from and against any and all claims, suits, or actions of every name, kind, and description resulting from this License or Licensee's activities authorized under this License, brought for, or on account of, any of the following: (a) any condition created by Licensee, its employees, contractors, or agents (collectively, "Licensee parties") on or about the Property; (b) any act, omission, or negligence of Licensee parties; (c) any accident, injury, or damage whatsoever occurring in, at, or upon either or both of the Property and caused by Licensee parties; (d) any breach by Licensee of any of its warranties and representations under this License; (e) any violation or alleged violation by any Licensee parties of any applicable law (f) claims for work or labor performed or materials supplies furnished to or at the request of Licensee parties; and (g) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Licensee's duty to indemnify and save harmless under this Section shall not apply to injuries or damage to the extent that the District or District's employees, officers, or agents have been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

The duty of the Licensee to indemnify and save harmless, as set forth hereinabove, shall include the duty to defend as established in Section 2778 of the California Civil Code.

SECTION 10. INSURANCE

- A. During the entire term of this Agreement, and any extension hereof, Licensee shall have in effect Workers' Compensation and Employer Liability Insurance providing full statutory coverage for all its employees. In signing this Agreement, Licensee makes the following certification:

I/We am/are aware of the provisions of Section 3700 of the California Labor Code which require every employer (1) to be insured against liability for Workers' Compensation or (2) to undertake self-insurance in accordance with the provisions of the Code. I/We will comply with such provisions.

- B. Licensee shall obtain at its sole expense, and furnish evidence to District prior to the effective date of this Agreement of a combined general liability and property damage insurance policy in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, to be kept in full force during the term of this Permit and any extension hereof, as well as proof of appropriate professional liability coverage reasonably satisfactory to the District for medical providers employed at the Center.

Licensee shall furnish District with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Licensee's coverage to include the contractual liability assumed by Licensee pursuant to this License. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to District of any pending change in the limits of liability or of any cancellation or modification of the policy.

District, its officers, agents and employees shall be named as additional insured on the liability insurance policy require hereinabove, which shall also contain a provision that the insurance afforded thereby to District shall be the primary insurance to the full limits of liability of the policy. If District has other insurance coverage against a loss covered by the coverage that Licensee is required to have, such other insurance coverage of District shall be excess insurance only.

SECTION 11. NOTICES

All notices hereunder shall be given as follows:

- If to District: Crystal Leach – Superintendent
cleach@seq.org
- If to County: Louise Rogers – Director, San Mateo County Health
LRogers@smcgov.org
- With a copy to Caroline Shaker - Real Property Services
cshaker@smcgov.org
(650) 363-4047

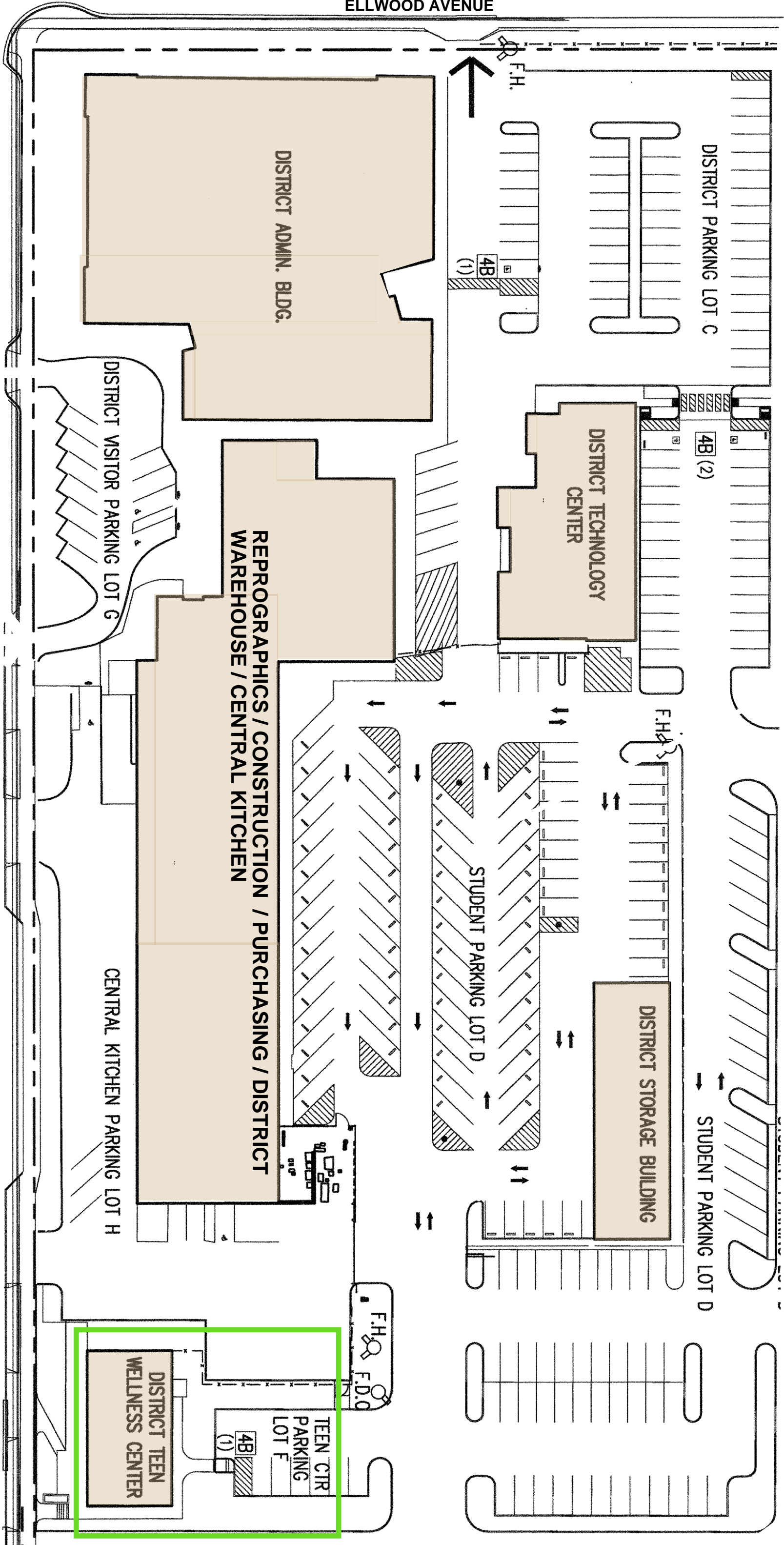
SECTION 12. DISPUTE RESOLUTION

The parties agree that they will meet and confer in good faith prior to bringing any action to enforce their rights under this Agreement. All actions under this Agreement shall be brought in the California State Superior Court for the County of San Mateo.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

ATTEST

Crystal Leach, Superintendent SEQUOIA UNION HIGH SCHOOL DISTRICT		Date
Dave Pine, President SAN MATEO COUNTY BOARD OF SUPERVISORS		Date



SUHSD DISTRICT OFFICE

