

CITY OF ALEXANDRIA LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this _____ day of _____, 2023 by and between the CITY OF ALEXANDRIA ("Lessor"), 301 King Street, Alexandria VA 22314, and Neighborhood Health, a non-profit healthcare organization serving the City of Alexandria ("Lessee"), 6677 Richmond Highway, Alexandria VA 22311.

1. Lessor hereby grants a lease to Lessee, for the use of 11,424 SF of Lessor's Mark Center Drive location, 4850 Mark Center Drive, Alexandria, Virginia, as listed in the areas depicted on the Exhibit attached hereto and incorporated herein by this reference ("Leased Premises") for the sole purpose of offering public health services from _____, 2023 to _____, 2028.
2. Lessor may relocate Lessee to a comparable area, provided Lessor will provide to Lessee at least 365 days prior notice of such relocation.
3. Lessee shall make no assignment of this Lease Agreement, or the lease granted hereunder, or sublease any or all of the Leased Premises, without the prior written consent of Lessor.
4. Lessee shall at all times conform to and abide by the rules, regulations, orders or directions of the officers of Lessor, or its duly authorized representatives, having jurisdiction over the Leased Premises.
5. Lessee hereby releases Lessor from and against any and all claims for injury or damage to persons or property that may occur to it, its agents, employees, invitees, lessees or guests, while on the Leased Premises and will further indemnify, defend and hold Lessor harmless from all claims and expenses resulting from injuries or damage to persons or property and will be responsible for all damages to the Leased Premises that may be caused by Lessee's or its agents', employees', contractors' or invitees' presence on the Leased Premises or which is in any manner connected with this Agreement.
6. Lessee will carry at all times a Commercial General Liability insurance policy in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence. Lessee will furnish to Lessor a certificate of same, with Lessor named as an additional insured and specific reference made to this Agreement. It is understood that Lessor reserves the right to require such other or additional insurance coverage, or higher limits, as may be appropriate from time-to-time. If Lessee shall not comply with its covenant to maintain insurance as provided herein, Lessor may, at its option, cause such insurance to be issued and, in such event, Lessee shall promptly pay when due the premiums for such insurance. This Agreement granted hereunder is not valid nor in effect until the requirements of this section have been fulfilled by Lessee. Lessee shall, while in possession of the Leased Premises, comply and cause its agents, employees, contractors or invitees to comply with all rules and regulations as may be prescribed by Lessor for the prevention of fires and compliance with insurance contracts and policies. Lessee shall promptly comply with all requirements of any insurance inspector of Lessor, for the enforcement of said rules and regulations, and will use diligence at all times for the prevention of fires.

7. The annual rent amount of \$30.91 per square foot will be provided in-kind to the Lessee and recorded in the City of Alexandria Annual Reporting. A proportionate share of utilities will be billed as additional rent including, but not limited to, landscaping, snow removal, janitorial, electric, gas, and water. The additional rent amount will be due quarterly effective April 2023 from Lessee in connection with this Agreement.

8. This Agreement shall have an initial 5-year term. Notwithstanding Section 7 above, Lessor shall be entitled to any future funding allowing reimbursement for facility rent costs, including but not limited to additional rent, utilities, repairs, and maintenance during the initial term. Lessee may negotiate with Lessor a new lease agreement 12 months prior to lease expiration. Any additional lease term is subject to the approval of the City Council of the City of Alexandria.

9. All other costs associated with Lessee's operation of the Leased Premises, including but limited to, telecommunications, computer services, medical equipment, and supplies are the responsibility of the Lessee. Lessee will negotiate with Lessor's Department of General Services to pay for relevant expenses not directly identified in this Lease.

10. Lessee shall submit proposed exterior signage specifications identifying building location to Lessor for review and approval; Lessee to cover all signage fabrication and installation costs.

11. (a) Lessee is required to comply with all Virginia Department of Health rules, regulations, codes and standards for the preparation and maintenance for food service and for storage areas.

(b) Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Leased Premises by Lessee, Lessee's agents, employees, contractors or invitees, without first obtaining Lessor's written consent. If the Leased Premises become contaminated in any manner as a result of the Lessee's presence on the Leased Premises, Lessee shall indemnify, defend and hold harmless Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any decrease in value of the Leased Premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the Leased Premises, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising from such contamination. This indemnification includes, without limitation, any and all costs incurred by Lessor because of any investigation of the Leased Premises or any cleanup, removal or restoration mandated by a federal, state or local agency, or political subdivision. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Leased Premises and it results in contamination, Lessee shall promptly at its sole expense, take any and all necessary action to return the Leased Premises to the condition existing prior to the presence of any such Hazardous Substance on the Leased Premises. Lessee shall first obtain Lessor approval for any such remedial action, such approval not to be unreasonably withheld. Violation by Lessee of this provision shall give immediate rise to right of Lessor to terminate this Agreement.

(c) As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive or corrosive and/or is regulated by any local government, the Commonwealth of Virginia or the United States government, or agency thereof. "Hazardous Substance" includes any and all materials or substances that are defined as "hazardous wastes" or "extremely hazardous wastes" or "hazardous substances" pursuant to state, federal or local governmental law. "Hazardous Substance" includes, but is not restricted to, asbestos, polychlorinated biphenyls (PCB's), petroleum, solvents, printing inks, pesticides, solvents and leads.

12. Lessor shall have 24-hour access to site for necessary maintenance and emergency/incident response. Lessee shall submit building requests issues by calling 703.746.4770 at any time.
13. Lessor shall provide 35 parking spaces during normal City hours of operation and up to five parking spaces outside normal city hours of operation for the Lessee.
14. Lessee shall be issued 45 access cards by Lessor for distribution to Lessee's staff entering the facility. Any additional cards shall be provided to Lessee at cost.
15. All notices regarding this Agreement shall be delivered or mailed as follows:

If to Lessor:

City of Alexandria
General Services Department
Attn: J. McPike, Director
420 King Street, Suite 220
Alexandria VA 22314

If to Lessee:

Neighborhood Health
Attn: Dr. Basim Khan
6677 Richmond Highway
Alexandria VA 22311

With copy to :

City of Alexandria
City Attorney
301 King Street, Suite 1300
Alexandria VA 22314

Upon termination of this Agreement in the event of default, end of term, or for any reason, Lessee shall promptly vacate the Leased Premises and remove therefrom all structures, other improvements and contents thereof owned or placed thereon or therein by Lessee, or in which Lessee has any interest, including the debris from the removal thereof, and return the Leased Premises to a clean condition satisfactory to Lessor, all to be completed at Lessee's cost and expense and not later than the date of said termination.

CITY OF ALEXANDRIA, a municipal
Corporation of the Commonwealth of Virginia

By: _____
James F. Parajon, City Manager

Neighborhood Health

By: _____
Dr. Basim Khan, Executive Director