

FIRST EASTSIDE SUMMIT LEASE AGREEMENT ADDENDUM

THIS FIRST AGREEMENT ADDENDUM is made and entered into this ___th day of August, 2012, by and between **Northwest Educational Service District 189** (the "Tenant") and **Snohomish School District** (the "Landlord").

I. RECITALS

- A. Landlord and Tenant have entered *Lease Agreement, executed April 11, 2012*, to lease a portion of the building known as "Parkway site" located at 525 13th Street, Snohomish, Washington..
- B. Landlord makes available external telecommunications and internet access within the Parkway site.
- C. Landlord and Tenant desire to permit Tenant's use of the communications and internet connections infrastructure, providing such use does not negatively impact the Landlord's concurrent use. Should the Landlord's use increase such that concurrent use is no longer permitted, Landlord will provide Tenant with adequate notice to permit smooth transition to another infrastructure without disruption of service. Internet access will be monitored and filtered by the Tenant, via a connection maintained from the Landlord to the Tenant.

II. AGREEMENT

NOW, THEREFORE, based upon the mutual considerations set forth herein, Tenant and Landlord agree to the following points of addendum to the original *Lease Agreement*:

Telephone Cisco System Access

Landlord will provide telephone access to Tenant through its existing system. Specifically:

- 1) Tenant will purchase the following items from Landlord:
 - 5 x 7911 Cisco IP Phones for the classrooms and work areas.
 - 3 x 7941 Cisco IP Phones (with speakerphone and multiple line capabilities) for the administrator, counselor, and receptionist.
 - 1 x Cisco ATA 186 for FAX machine connection to District system.
- 2) Landlord will:
 - Provide eight (8) direct inward dialing (DID) telephone numbers/extensions.
 - Provide one (1) long-distance code for each Tenant staff member located at the Eastside Summit Program.
 - Coordinate with the Eastside Summit Program Administrator and then setup a telephone tree/automated greeting for the Tenant's program.
 - Provide Tenant with an itemized list of long distance calls made by Tenant staff, upon written request.
- 3) Landlord and Tenant agree to negotiate provision of additional direct inward dialing (DID) telephone numbers/extensions and hardware should future program expansion result in additional Tenant staff members/requirements.

Compensation for Telephone Cisco System Access

- 1) Compensation to the Landlord for any remaining components of the equipment delineated above shall be at the Landlord's actual cost, plus a nine percent (9%) indirect rate.

- 2) Compensation to the Landlord for Tenant local and long distance charges will be at the rates delineated in Appendix B of the original *Lease Agreement*.
- 3) A reasonable number (less than three [3] per year) Tenant requested "Moves, Adds, and Changes" will be provided to the Landlord, as a component of the executed *Lease Agreement*. All physical moves, additional cabling and revisions must be done through Landlord approved contractor(s). Tenant will bear costs of new cabling. Adds, moves and changes are completed on an "as available" basis.
- 4) Landlord will maintain infrastructure functionality, as a component of the executed *Lease Agreement*.
- 5) All requests for communications and internet connections infrastructure will be submitted by the Tenant through its Technology Services Department to the Landlord (not directly by Eastside Summit Program staff). Landlord will work with the Tenant's Technology Services Department to fulfill requests based on Landlord's procedural priorities.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement Addendum as of the date first above written.

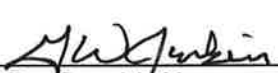
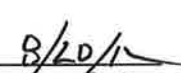
Landlord:

Tenant:

SNOHOMISH SCHOOL DISTRICT

NWESD/EASTSIDE SUMMIT PROGRAM

By 
 Dr. William A. Mester . Date
 Superintendent

By  
 Dr. Gerald W. Jenkins Date
 Superintendent

Landlord's Address for Correspondence:

Tenant's Address for Correspondence:

Snohomish School District
 1601 Avenue D
 Snohomish, WA 98290

NWESD 189
 1601 R. Avenue
 Anacortes, WA 98221