



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 15, 2001

Motion 11315

Proposed No. 2001-0176.1

Sponsors Miller

1 A MOTION authorizing the county executive to enter into
2 an interagency agreement with the city of Skykomish for
3 the use of a storefront.

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6 WHEREAS, the city of Skykomish is providing office space and facilities
7 to law enforcement officers serving the unincorporated areas surrounding the city,
8 and

9 WHEREAS, the county has need of this space and facilities, and

10 WHEREAS, the county has an existing Interlocal Agreement with the city
11 of Skykomish to provide law enforcement services;

12 NOW, THEREFORE, BE IT MOVED by the Council of King County:

13 The county executive is authorized to execute an interagency agreement,
14 substantially in the form attached, with the city of Skykomish for office space in return
15 for a monthly credit of \$1.00 on the city's law enforcement contract.

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Motion 11315

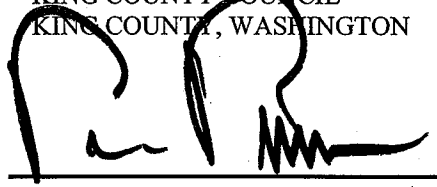
Motion 11315 was introduced on 9/10/01 and passed by the Metropolitan King County Council on 10/15/01, by the following vote:

Yes: 8 - Mr. von Reichbauer, Ms. Fimia, Ms. Sullivan, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Thomas and Mr. Irons

No: 0

Excused: 5 - Ms. Miller, Mr. Phillips, Mr. Pelz, Mr. McKenna and Mr. Nickels

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments . . . A. Rental Agreement

RENTAL AGREEMENT

THIS LEASE AGREEMENT, dated _____, 2000, (for reference purposes only), is made by and between City of Skykomish, (hereinafter called Lessor) and King County, a political subdivision of the State of Washington (hereinafter called Lessee):

WITNESSETH:

1. Premises: Lessor does hereby agree to lease to Lessee for use as a King County Sheriff Office Storefront those certain premises known as _____ located at: 110 Railroad Avenue West, Skykomish, WA 98288

2. Term:

2.1 This agreement is effective upon authorization and signature by both parties, except that services and charges shall commence on January 1, 2001. The agreement period shall continue until December 31, 2005. After the original agreement period has elapsed, the agreement shall renew automatically, and continue on a month-to-month basis, provided that sixty (60) days written notice, without cause, by either party will be required to terminate.

3. Rent: The county shall pay the city monthly rent in the amount of \$1.00. The rent will be shown as a credit on Exhibit B of the Interlocal Agreement for police services between the parties.

4. Taxes and Utilities: Lessee shall be responsible for the cost of any and all utilities.

5. Maintenance/Damages: Lessee shall provide janitorial services to the leased premises and shall maintain the premises in a reasonable state of cleanliness and repair. Lessee shall be responsible for any and all damages to the leased premises resulting from its activities beyond ordinary and reasonable wear and tear. Lessor shall present Lessee with an itemized bill for such repairs for which Lessor believes Lessee to be responsible. Lessee shall agree to pay or secure a mutually agreeable payment schedule within thirty (30) days of the written receipt of the amount owing. Lessor agrees to maintain and repair the roof, outside walls, floors and structural part of said premises, provided that any damage to the roof, outside walls, floors or structure caused by acts of the Lessee, its agents or invitees, shall be repaired by Lessor and billed to the Lessee.

6. Improvements/Alterations: No alterations or remodeling to or upon the premises shall be made without the consent of Lessor.

7. Signs: Lessee shall be allowed to erect signs on or about the premises necessary to inform the public of the existence and location of the Police Substation.

8. Fixtures: All fixtures attached to the premises solely by the Lessee may be removed by the Lessee at anytime provided: (a) that the Lessee shall restore the premises to their condition prior to the installation of the fixtures, normal wear and tear excepted; (b) the Lessee

shall not then be in default; and (c) that the removal will be made on or before the expiration of the term of any extension thereof.

9. Indemnity and Hold Harmless: Lessor and Lessee mutually agree that in any and all causes of action and/or claims, or third party claims, arising under the terms, activities, use and/or operations of this Lease, including the leased premises, each party shall be responsible for the other only to the extent of each other's comparative fault in causing alleged damages or injuries. Notwithstanding the provisions of Paragraph 12 (below), each party agrees to indemnify the other to the extent of the indemnitor and indemnitee's proportional share.

As to any and all causes of actions and/or claims, or third-party claims, arising under the sole fault of a party to this Lease, said party shall have a duty to defend, save, and hold the other party harmless, and upon failure to do so, said party shall pay reasonable attorney's fees, costs and expenses incurred by the other party to this Lease in defense of said claims and/or actions.

10. Insurance: The Lessor acknowledges, accepts, and agrees that the Lessee is self-insured and Lessee will provide proof of each self-insurance upon the request of the Lessor.

11. Arbitration: Lessor and Lessee agree that should any dispute arise concerning this Lease, both parties shall submit to non-binding arbitration.

12. Subletting and Assignment: Lessee shall not sublet the whole or any part of the premises, nor assign this lease or any interest thereof, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Lessee may allow public service and civic organizations to utilize the premises under supervision of Lessee.

13. Damage or Destruction: In the event the premises are damaged to such an extent as to render them untenable in whole or in part and Lessor elects to repair or rebuild, the work shall be prosecuted without unnecessary delay. Rent shall be abated while such work is in progress, in the same ratio that the portion of the leased premises that is unfit for occupancy shall bear to the whole of the leased premises. If after a reasonable time the Lessor shall fail to proceed to repair or rebuild, Lessee shall have the right to declare this lease terminated by written notice served on the Lessor. In the event the building, in which the leased premises are located, shall be destroyed or damaged to such extent that in the opinion of the Lessor it shall not be practical to repair or rebuild, it shall be optional with Lessor to terminate this lease by written notice to Lessee within twenty days after such damage or destruction.

14. Liens: Lessor and Lessee shall keep the premises and the building in which the premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee or Lessor.

15. Right of Entry: Lessor reserves and shall at any and all reasonable times have the right to enter the premises, inspect the same, to show the premises to prospective purchasers, mortgagees, or tenants, and to repair the premises and any portion of the building of which the premises are a part and may for the purpose erect scaffolding and other necessary structures when reasonably required by the character of the work performed, all as providing that the entrance to the premises shall not be blocked thereby, and further providing that the business

of Lessee shall not be interfered with unreasonably. Except for emergencies, Lessor shall give ten (10) days' notice before entry to repair the premises.

For each of the aforesaid purposes, Lessor shall at all times have and retain a key with which to unlock all of the doors, in, upon, and about the premises, excluding Lessee's vaults, and files, and Lessor shall have the right to use any and all means which Lessor may deem proper to open said doors in an emergency, in order to obtain entry to the premises without liability to Lessee except for any failure to exercise due care for Lessee's property. Any entry to the premises obtained by Lessor by any of said means or otherwise shall not under any circumstances be construed or deemed to be forceful or unlawful entry into, or a detainer of the premises, or an eviction of Lessee for the premises or any portion thereof provided said entry relates to emergency purposes as aforesaid.

16. Hazardous Substances:

16.1 Lessor and Lessee mutually agree that no generation, use, release, handling, transportation, treatment, or storage of hazardous substances (Hazardous Substances) exist on the premises. Lessor acknowledges and fully discloses that the premises contain no Hazardous Substances as defined by applicable law. Upon the execution of this Lease, if Lessor subsequently discovers the existence of Hazardous Substances on the premises, Lessor shall disclose this material fact and act within full compliance of all applicable laws, regulations and safety practices governing Hazardous Substances. Lessor and Lessee further mutually agree that in any and all causes of action and/or claims, or third-party claims, arising under the terms, activities, use and/or operations of this Lease, each party shall be responsible, to the extent of each other's comparative fault in causing the alleged damages or injuries. Notwithstanding Paragraph 12 (above), each party agrees to indemnify, defend and hold harmless Lessor or Lessee, its appointed and elected officials, employees, from and against any and all claims, liabilities, damages, and expenses, including reasonable attorneys' fees, asserted against Lessor or Lessee by a third party, including without limitation, any agency or instrumentality of the federal government, state or local government, for bodily injury, including death of a person, physical damage to or loss of use of property, or clean-up activities (including but not limited to investigation, release, or threat of release of a Hazardous Substance existing or emanating from the premises, except that which existed or emanated from the premises prior to Lessee's possession of the premises or to the extent by the act or omission of Lessor.

16.2 Definition of Hazardous Substances: "Hazardous Substances" as defined in this Lease shall mean:

- a. Any toxic substances or waste, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substance; or
- b. Any dangerous waste, hazardous waste, or hazardous substance as defined in:
 1. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereinafter amended (42 U.S.C. § 9610 et seq.);

2. Resource Conservation and Recovery Act, as now or hereafter amended (42 U.S.C. § 6901 et. seq.);

3. Washington Model Toxics Control Act, as now or hereafter amended (R.C.W. Chs. 70.105, 70.105A and 70.105D); or

c. Any pollutant, contaminants, substances, as defined above, posing a danger or threat to public health or welfare, or to the environment, which are regulated or controlled by any federal, state and local laws, and regulation, as now or hereafter amended.

17. Waiver of Subrogation: Lessor and Lessee 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 fire and extended coverage insurance and each hereby releases the other from any such claim or 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. Such waiver is conditioned upon the parties having had their respective insurance companies issue a policy or endorsement providing that the waiver or release of subrogation rights shall not adversely affect or impair such policies or recovery by the insured thereunder.

18. Eminent Domain: Should the premises or any portion thereof be taken for public use by right of eminent domain with or without litigation, any award for compensation and/or damages, whether obtained by agreement prior to or during the time of trial, or by judgment or verdict after the trial, applying to the leasehold estate created hereby other than that portion of said award, if any, based upon a taking of the Lessee's leasehold improvements or affixtures, shall belong and be paid to Lessor, and Lessee hereby assigns, transfers, and sets over to Lessor all of the right, title, and interest which it might otherwise have therein. In the event that the portion of the premises so taken shall be more than twenty-five percent (25%) of the entire area leased by Lessee, Lessee shall have the option, to be exercised by written notice given to Lessor within thirty (30) days after the date of notice of taking, to terminate this lease or relocate at Lessor's expense. If either less or more than twenty-five percent (25%) of the premises is taken and the Lessee does not elect to terminate as herein provided, the rental thereafter to be paid shall be reduced in the same proportion as the amount of leased floor space is reduced by such taking, and Lessor shall make such reconstruction of the premises as may be required.

19. Holding-Over: If, with Lessor's written consent, which such consent shall not be unreasonably withheld, Lessee holds possession of the premises after the term of this Lease or any extension thereof, Lessee shall become a tenant from month-to-month upon the terms herein specified, but at a monthly rent equivalent to the then prevailing rent payable by Lessee at the expiration of the term of this Lease or any extension thereof and subject to the continued application of the provisions of Paragraph 4 and 5 herein, payable in advance on the first day of each month.

20. Surrender of Premises: At the end of the term of this Lease or any extension thereof or other sooner termination of this Lease, Lessee will peaceably deliver up to the Lessor possession of the premises in the same condition as received, except for ordinary wear and tear

and damage by fire, earthquake, act of God or the elements alone, and Lessee will deliver all keys to the premises to the Lessor. In addition, Lessee at Lessee's expense will remove Lessee's goods and effects and trade fixtures, and those of all persons claiming under Lessee, and Lessee will repair any damage resulting from such removal.

21. Costs and Attorneys' Fees: If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this Lease, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorneys' fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this Lease will be in the county in which the premises are situated.

22. Subordination: If a lender requires that this Lease be subordinated to any encumbrance now of record or any encumbrance recorded after the date of this Lease, this Lease shall be subordinated to that encumbrance, if Lessor first obtains the lender a written agreement that provides substantially the following:

22.1 As long as Lessee is not in default under this Lease, no foreclosure of, deed given in lieu of foreclosure, or sale under the encumbrance, and no steps or procedures taken under the encumbrance, shall affect Lessee's rights under this Lease.

22.2 The provisions in this Lease concerning the disposition of insurance proceeds on destruction of the premises, and the provisions in this Lease concerning the disposition of any condemnation award shall prevail over any conflicting provisions in the encumbrance.

22.3 Lessee shall atone to any purchaser at any foreclosure sale, or to any grantee or transferee designated in any deed given in lieu of foreclosure.

22.4 Lessee shall execute the written agreement and any other documents required by the lender to accomplish the purposes of this paragraph.

23. Successors and Assigns: All of the agreements, conditions and provisions of this Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

24. Anti-Discrimination: In all services or activities, and all hiring or employment made possible by or resulting from this Lease, there shall be no discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates or pay or other forms of compensation, and selection for training, including apprenticeship. The Lessor shall not violate any of the terms of RCW 49.60. Title VII of the Civil Rights Act of 1964 or King County Code 12.16.020. Any violation of this provision shall be considered a violation of a material provision of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements. The Lessor will also comply with other anti-discrimination laws or requirements of any and all jurisdictions having authority.

25. Rules and Regulations: Lessee shall faithfully observe and comply with the rules and regulations which shall apply to and be for the mutual benefit of all tenants in the building in which the premises are located, and all reasonable modifications of and additions thereto from time-to-time put in effect by Lessor. Such rules and regulations are specified in the published District policies and procedures.

26. Quiet Enjoyment: Lessor covenants and agrees that Lessee, upon performance of all Lessee's obligations under this Lease, shall lawfully and quietly hold, occupy and enjoy the premises during the term of this Lease without disturbance by Lessor or by any person having title paramount to Lessor's title or by any person claiming under Lessor, subject to the other terms and provision of this Lease and subject to all mortgages, underlying leases and other underlying matters of record to which this Lease is or may become subject to and subordinate.

27. Notices: All notices by either party to the other shall be in writing and may be delivered personally or by certified or registered mail to the following address:

To Lessee: Manager, Real Property Division
500 Fourth Avenue, #500
Seattle, WA 98104-3279

To Lessor: City of Skykomish
P O Box 308
Skykomish, WA 98288

or at such other address as either party may designate to the other in writing from time-to-time.

28. Time: Time is of the essence of this Lease and of each and all of the agreements, conditions and provisions herein.

29. Entire Agreement: This Lease contains all covenants and agreements between Lessor and Lessee relating in any manner to the leasing, occupancy and use of the premises and Lessee's use of the building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Lessor and Lessee.

30. Interpretation - State Law: The titles to paragraphs of this Lease are for convenience only and shall have no effect upon the construction or interpretation of any part hereof. This Lease shall be governed by the laws of the State of Washington.

31. Severability: The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or void.

32. Representation: Lessee represents to Lessor that its services herein considered shall remain responsible to the community being serviced. Lessor shall be in no way

responsible for the acts of the Lessee, its members, agents or guests and no member, officer, employee, other agent or invitee of Lessee shall be considered agents of Lessor for any purpose.

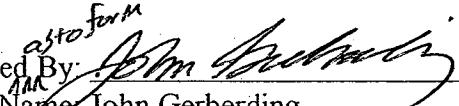
33. Addenda: Any addendum attached hereto and either signed or initialed by the Lessor and Lessee shall be deemed a part hereof.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease on the dates specified below.

LESSEE: King County, a Political Subdivision of the State of Washington

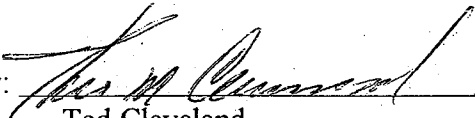
By: _____
RON SIMS
Title: King County Executive

Date: _____

Approved By: ^{as to form} 
Name: John Gerberding
Title: Deputy Prosecuting Attorney
For Norm Melang
King County Prosecuting Attorney

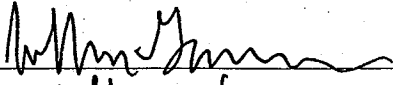
Date: 1/23/01

LESSOR: City of Skykomish

By: 
Ted Cleveland
Title: Mayor, City of Skykomish

Date: 12/20/00

APPROVED AS TO FORM ONLY:

By: 
Jeffrey Hanson
Attorney, City of Skykomish

Date: 12/21/00