

9/28/89  
CJL:tg

INTRODUCED BY LOIS NORTH  
PROPOSED NO. 89 - 821

ORDINANCE NO. **9215**

AN ORDINANCE permitting King County to enter into a five year lease agreement for the department of youth services for office space.

PREAMBLE:

In accordance with the provision of K.C.C. 4.04.040, the King County Council may adopt an ordinance permitting the County to enter into contracts requiring the payment of funds from the appropriation of subsequent fiscal years. It is proposed to enter into a five year lease agreement for the operation of a King County department of youth services Burien office. It has been determined that the lease terms are favorable to and in the best interests of the people of King County.

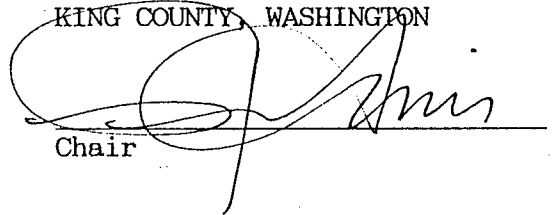
BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:


SECTION 1. The King County executive is hereby authorized to execute a five-year lease agreement for 2,120 square feet of rentable space with improvements located at 15111 8th Ave. S.W., Seattle, Washington, 98166, according to the plat thereof recorded in the records of King County, Washington. An amount not to exceed \$140,449.80 will be paid to Interwest Savings Bank as rental for the aforementioned space, which is required by King County department of youth services. No other rents or payments will be tendered during the five-year term of the lease.

INTRODUCED AND READ for the first time this 30<sup>th</sup> day of October, 1989.

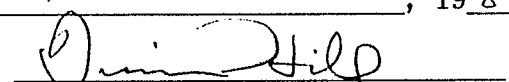
PASSED this 13<sup>th</sup> day of November, 1989.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:   
Clerk of the Council

APPROVED this 22<sup>nd</sup> day of November, 1989.

  
King County Executive

LEASE AGREEMENT — COMMERCIAL PREMISES  
(Short Form)

THIS LEASE made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between (Names & Addresses):  
\_\_\_\_\_ Interwest Savings Bank \_\_\_\_\_, (hereinafter called Lessor),

and  
King County, a political subdivision of the State of Washington, (hereinafter called Lessee):

WITNESSETH:

1. PREMISES: Lessor does hereby lease to Lessee, those certain premises commonly known as

3rd Floor, Interwest Savings Bank Building, 15111 8th S.W., Seattle, WA 98166 (Approximately 2,120 square feet)

See Exhibit "A" — Legal Description and Exhibit "B" — Floor Plan, "D" — Work Letters shown on Exhibit D attached hereto, (hereinafter called "premises"), being situated upon land legally described in Exhibit A attached hereto.

2. TERM: The term of this Lease shall be for Five (5) years commencing the \_\_\_\_\_ day of \_\_\_\_\_, 1989, and shall terminate on the \_\_\_\_\_ day of \_\_\_\_\_, 1994.

3. RENT: Lessee covenants and agrees to pay Lessor, at Lessor's address, \_\_\_\_\_

monthly rent in the amount of Two Thousand Three Hundred Forty & 83/100 Dollars (\$ 2,340.83), in advance on the first day of each month of the lease term. Lessor hereby acknowledges receipt of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the first and \_\_\_\_\_ months rent.

4. UTILITIES AND FEES: Lessee agrees to pay all charges for light, heat, water, sewer, garbage, drainage, meter and all other utilities and services to the premises during the full term of this lease. Above item or if any, included in the rent payment are See Exhibit "C" — Riders.

5. REPAIRS AND MAINTENANCE: Premises have been inspected and are accepted by Lessee in their present condition. Lessee shall, at its own expense and at all times, keep the premises neat, clean and in a sanitary condition, and keep and use the premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities. Lessee shall permit no waste, damage or injury to the premises.

6. SIGNS AND ALTERATIONS: All signs or symbols placed by Lessee on or about the premises shall be subject to Lessor's prior written approval. After prior written consent of Lessor, Lessee may make alterations, additions and improvements in said premises, at Lessee's sole cost and expense. Lessor may elect to require Lessee to remove any such alterations, additions or improvements upon termination of this lease and at Lessee's sole cost and expense.

7. LIENS AND INSOLVENCY: Lessee shall keep the premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Lessee, and shall hold Lessor harmless against the same. In the event Lessee becomes insolvent, bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Lessee, Lessor may cancel this Lease at its option.

8. SUBLETTING OR ASSIGNMENT: Lessee shall not sublet the whole or any part of the premises, nor assign this Lease, without the written consent of Lessor, which will not be unreasonably withheld. This Lease shall not be assignable by operation of law.

9. DAMAGE OR DESTRUCTION: In the event the premises are rendered untenable in whole or in part by fire, the elements, or other casualty, Lessor shall notify Lessee, within thirty (30) days after such casualty, that Lessor will undertake to rebuild or restore the premises, and that such work can be completed within one hundred eighty (180) days from date of such notice of intent. If Lessor cannot restore or rebuild the premises within the said one hundred eighty (180) days, then the Lease may be terminated at Lessee's option by written ten (10) day notice to Lessor. During the period of untenability, rent shall abate in the same ratio as the portion of the premises rendered untenable bears to the whole of the premises.

~~10. AGREEMENTS AND LIABILITY: Lessor or its agent shall not be liable for any injury or damage to persons or property sustained by Lessee or other, in and about the premises. Lessor agrees to defend and hold Lessor and its agents harmless from any claim, action and/or judgment for damages to property or injury to persons suffered or alleged to be suffered on the premises by any person, firm or corporation, unless caused by Lessor's negligence.~~

11. COSTS AND ATTORNEY'S 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 attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this Lease may be in the county in which the premises are situated.

12. SUBORDINATION: Lessee agrees that this Lease shall be subordinate to any mortgages or deeds of trust placed on the property described in Exhibit A, provided, that in the event of foreclosure, if Lessee is not then in default and agrees to affirm to the mortgagee or beneficiary under deed of trust, such mortgagee or beneficiary shall recognize Lessee's right of possession for the term of this Lease.

13. NO WAIVER OF COVENANTS: Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future similar breach. This Lease contains all the agreements between the parties; and there shall be no modification of the agreements contained herein except by written instrument.

14. SURRENDER OF PREMISES: Lessee agrees, upon termination of this Lease, to peacefully quit and surrender the premises without notice, leave the premises neat and clean and to deliver all keys to the premises to Lessor. If Lessor elects to require Lessee to remove alterations, additions or improvements made by Lessee, then Lessee shall restore the premises to their previous condition, less reasonable wear and tear.

15. BINDING ON HEIRS, SUCCESSORS AND ASSIGNS: The covenants and agreements of this lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto, except as hereinabove provided.

16. USE: Lessee shall use the premises for the purposes of General Offices - Department of Youth Services and for no other purposes, without written consent of Lessor.

17. NOTICE: Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the Lessor at \_\_\_\_\_ or to the Lessee at 500 A King Co. Administration Bldg., 500 4th Ave., Seattle, WA 98104 or at such other address as either party may designate to the other in writing from time to time.

18. RIDERS: Riders, if any, attached hereto, are made apart of this lease by reference and are described as:

- Exhibit "A" - Legal Description
- Exhibit "B" - Floor Plan
- Exhibit "C" - Riders

19. TIME IS OF THE ESSENCE OF THIS LEASE.

20. If Lessee is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the By-Laws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Lessee is a corporation, Lessee shall, within thirty (30) days after execution of this Lease, deliver to Lessor a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the date first above written.

LESSOR: \_\_\_\_\_ LESSEE(S): Tim Hill - County Executive  
DATE: \_\_\_\_\_

APPROVED: DEPT. OF YOUTH SERVICES APPROVED AS TO FORM:

BY: Dennis Dynes BY: \_\_\_\_\_

STATE OF \_\_\_\_\_ } ss. (Individual Acknowledgment)  
COUNTY OF \_\_\_\_\_ }

On this day personally appeared before me \_\_\_\_\_ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN Under My Hand and Official Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_

STATE OF \_\_\_\_\_ } ss. (Corporate Acknowledgment)  
COUNTY OF \_\_\_\_\_ }

On this day personally appeared before me \_\_\_\_\_ to me known to be the \_\_\_\_\_ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_

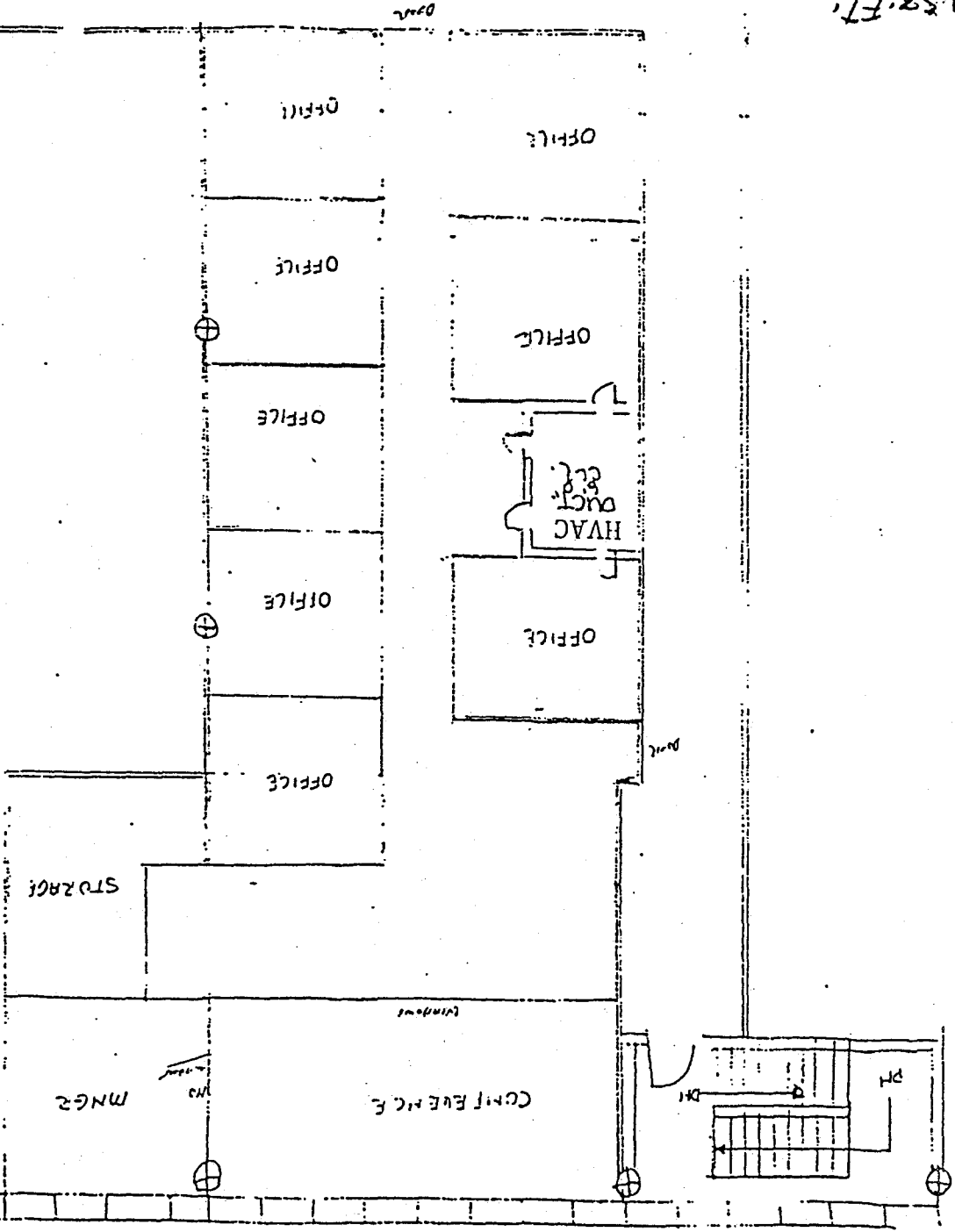
9215

EXHIBIT "A" - LEGAL DESCRIPTION

Block "A", Dashleys Addition No. 1, Recorded in Volume 20 of Plats, Page 5, in King County, Washington; except the South 135 feet thereof; and except the Westerly five feet thereof conveyed to King County by deed recorded June 22, 1961 under Auditor's File No. 5298386.

EXHIBIT "B" --- FLOORPLAN

9215



AP. 2100 57 FT.  
1/3

EXHIBIT "C" - RIDERS

1. 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, forms of compensation, and selection for training, including apprenticeship. The Lessee shall not violate any of the terms of R.C.W. 49.60, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state or local law or regulation regarding non-discrimination. 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 Lessee will also comply with other anti-discrimination laws or requirements of any and all jurisdictions having authority.

2. INDEMNITY AND HOLD HARMLESS: Lessee and Lessor agree that as to all third party claims, actions, or causes of action of whatsoever kind or nature made or asserted against either or both of them and arising out of the use or operation of the leased premises, each will be liable to the other only to the extent of each party's fault and shall indemnify the other for such amount. As to all third party claims, actions, or causes of action which are a consequence of the sole fault of a party to this Lease Agreement, such party shall have the duty to defend, save and hold the other party harmless, and upon failure to do so shall pay reasonable fees, costs and expenses incurred by the other party to this Lease Agreement in defense of any such third party claims or actions.

3. PARKING: Tenant shall have the right to use in common with other tenants or occupants of the Building the parking facilities of the Building, if any, subject to the rules and regulations, and any other charges of Landlord for such parking facilities which may be established or altered by Landlord at any time or from time to time during the term hereof.

4. ESCAPE CLAUSE: Lessee may terminate this lease upon sixty days' prior written notice to Lessor, if such termination is due to permanent or indefinite withdrawal of funding for the activities or programs supported by this lease. If this escape clause is exercised, Lessee agrees to pay Lessor any unamortized tenant improvement and commission cost.

5. OPERATING EXPENSE ADJUSTMENTS: For purposes of this Article, the following terms are defined as follows:

Base Year:	The calendar year in which this lease term commences (provided, however, that the Base Year shall in no event be earlier than the first full calendar year following the date of initial occupancy by the first occupant of said Building).
Comparison Year:	Each calendar year of the term after the Base Year.
Direct Expense:	All direct costs of operation and maintenance, as determined by standard accounting practices, and shall include the following costs by way of illustration, but not be limited to: real property taxes and assessments; rent taxes, gross receipts taxes, (whether assessed against the Landlord or assessed against the Tenant and collected by the Landlord, or both); water and sewer charges; insurance premiums; utilities; janitorial services; labor, costs incurred in the management of the Building, if any; air-conditioning and heating; elevator maintenance; supplies; material, equipment and tools; including maintenance, costs, and upkeep of all parking and common areas. ("Direct Expenses" shall not include depreciation on the Building of which the Premises are a part or equipment therein, loan payments, executive salaries or real estate brokers' commissions.)

If the Direct Expenses paid or incurred by the Landlord for the Comparison Year on account of the operation or maintenance of the Building of which the Premises

are a part are in excess of the Direct Expenses paid or incurred for the Base Year, then Tenant shall pay 9.76% of the increase. This percentage is that portion of the total rentable area of the Building occupied by the Tenant hereunder. Landlord shall endeavor to give to Tenant on or before the first day of March of each year following the respective Comparison Year a statement of the increase in rent payable by Tenant hereunder, but failure by Landlord to give such statement by said date shall not constitute a waiver by Landlord of its right to require an increase in rent. Upon receipt of the statement for the first Comparison Year, Tenant shall pay in full the total amount of increase due for the first Comparison Year, and in addition for the then current year, the amount of any such increase shall be used as an estimate for said current year and this amount shall be divided into twelve (12) equal monthly installments and Tenant shall pay to Landlord concurrently with the regular monthly rent payment next due following the receipt of such statement, an amount equal to one (1) monthly installment multiplied by the number of months from January in the calendar year in which said statement is submitted to the month of such payment, both months inclusive. Subsequent installments shall be payable concurrently with the regular monthly rent payments for the balance of that calendar year and shall continue until the next Comparison Year's statement rendered. If the next or any succeeding Comparison Year results in a greater increase in Direct Expenses, then upon receipt of a statement from Landlord, Tenant shall pay a lump sum equal to the total of the monthly installments of estimated increases paid in the previous calendar year for which comparison is then being made to the Base Year; and the estimated monthly installments to be paid for the next year, following said Comparison Year, shall be adjusted to reflect such increases. If in any Comparison Year the Tenant's share of Direct Expenses is less than the preceding year, then upon receipt of Landlord's statement, any overpayment made by Tenant on the monthly installment basis provided above shall be credited towards the next monthly rent falling due and the estimated monthly installments of Direct Expenses to be paid shall be adjusted to reflect such lower Direct Expenses for the most recent Comparison Year. Even though the term has expired and the Tenant has vacated the Premises, when the final determination is made of Tenant's share of Direct Expenses for the year in which this Lease terminates, Tenant shall immediately pay any increases due over the estimated expenses paid and conversely any overpayment made in the event said expenses decrease shall be immediately rebated by Landlord to Tenant.

Notwithstanding anything contained in this Article, the rental payable by Tenant shall in no event be less than the rent specified in Article 5 hereinabove.

6. HOLDING OVER: If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof, with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of last monthly rental, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

7. OPTION TO RENEW: Upon written notice given by Tenant to Landlord at least ninety (90) days prior to the end of the term of this Lease, Tenant shall have the right to extend the term of this Lease for an additional sixty (60) months at a monthly rental to be negotiated.

8. SIGNAGE: Lessor will provide adequate signage in lobby areas of building.

9. JANITORIAL: Lessor will provide janitorial services 5 days per week. Such services are to be performed to building standard through the duration of the lease.

10. UTILITIES: Lessor agrees to pay all charges for light, heat, water, sewer, garbage, drainage, Metro, all property taxes, fees and services to the premises during the full term of this Lease. Lessee agrees to pay all monthly charges associated with telecommunication.

11. TENANT IMPROVEMENTS: Per Exhibit "B" - Floor Plan, space will be built out to King County Youth Services specifications. Tenant Improvements will be at Lessor's cost.

12. BROKERS: Tenant warrants that it had no dealings with any real estate brokers or agents in connection with the negotiation of this lease excepting only Michael Lawrence, Inc., and it knows of no other real estate broker or agent who is entitled to a commission in connection with this lease.

WORK LETTER AGREEMENT

InterWest Savings Bank (hereinafter referred to as "Lessor") and King County (hereinafter referred to as "Lessee") have executed simultaneously with this Agreement, a lease dated \_\_\_\_\_, 19\_\_\_\_, referred to as the "Lease," pertaining to certain space to be occupied by Lessee (hereinafter called the "Premises"). In consideration of the mutual covenants herein contained, Lessor and Lessee agree as follows:

1. Except for those expenses to be borne by Lessor as specified in paragraph 4 of this agreement, any other work in the premises which may be permitted by Lessor pursuant to the terms and conditions of the Lease shall be done at Lessee's sole cost and expense based upon a preliminary space plan as prepared by Lessor's space planner which has been approved by Lessee on \_\_\_\_\_, 19\_\_\_\_\_.
- 2.(a) Lessee agrees to devote such time in consultation with Lessor or representative as may be necessary for the parties to complete the drawings, plans, and specifications for the tenant improvements pertaining to the Premises. Lessee further agrees to provide Lessor with the Lessee's written approval of the final drawings, plans and specifications for the Premises and any additional matters pertaining thereto as to which approval is sought no later than \_\_\_\_\_, 19\_\_\_\_\_. Should Lessee fail to furnish Lessor with the above information on or before the date specified above, Lessor may complete the Premises in a manner satisfactory to Lessor. Lessee must obtain Lessor's prior written permission before departing from uses of building standard tenant improvements, including without limitation, doors, hardware, partitions, electrical and telephone outlets and jacks.
- (b) Lessee agrees to provide, at its sole cost and expense, any work order changes requested by Lessee and ordered during the completion of the tenant improvements, including plans, specifications, materials and labor.
3. With respect to the provision regarding completion of tenant improvements in the Premises set forth in the Lease, the commencement of the terms of the Lease, and the payment of rent thereunder, shall not be affected or deferred on account of the Lessor's delay in substantially completing such tenant improvements as a result of:
  - A. Lessee's failure to approve in a timely manner drawings, plans, and specifications or furnish information in accordance with paragraph 1 above; or
  - B. Lessee's changes in said plans and specifications after this Work Letter Agreement and Lease have been executed; or
  - C. By interference with Lessor's reasonable efforts to complete the scheduled work in the premises; or
  - D. Any other act or omission by Lessee or its employees, agents, representatives, or contractors.

Lessor and Lessee shall execute a Lease Term Agreement hereto establishing the actual date Lessee commenced occupancy of the Premises.

4. Lessor shall supply and install, at Lessor's sole expense, the building standard work according to the final set of construction plans and specifications as shall be set forth in Exhibits B hereto. The contents of Exhibit B shall be added to this agreement subject to final approval of those construction plans and specifications by both Lessee and Lessor.





5. It is understood that Lessee will need notice and access to the premises prior to completion for installation of telephone systems, computers, and overall preparation needs for the actual move. Lessor will, to the best of its ability, coordinate these needs on a timely basis.

The provisions of the Agreement supplement and are specifically subject to all provisions of the Lease.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_\_.

LESSOR:  
INTERWEST SAVINGS BANK

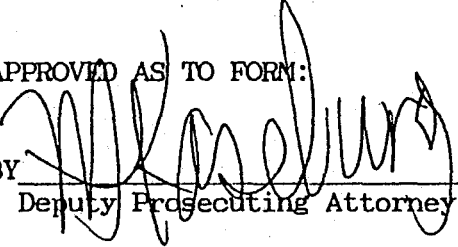
LESSEE:  
KING COUNTY, WASHINGTON

BY \_\_\_\_\_

BY \_\_\_\_\_  
Tim Hill, County Executive

TITLE \_\_\_\_\_

APPROVED AS TO FORM:

BY   
Deputy Prosecuting Attorney