



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19744

Proposed No. 2023-0435.1

Sponsors McDermott and Zahilay

1 AN ORDINANCE authorizing the execution of an
2 amendment to an existing lease to support the operation of
3 the department of public health.

4 **STATEMENT OF FACTS:**

5 For the lease from Curran Properties, LP, located at 19125 North Creek
6 Parkway, Bothell, within council district one, the facilities management
7 division determined that there was not an appropriate county-owned
8 option and successfully negotiated to lease space.

9 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

10 SECTION 1. The executive is authorized to execute an amendment to an existing
11 lease for the property located at 19125 North Creek Parkway, Bothell, with Curran

Ordinance 19744

- 12 Properties, LP, substantially in the form of Attachment A to this ordinance, and to take all
- 13 actions necessary to implement the terms of the lease.

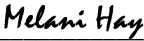
Ordinance 19744 was introduced on 12/12/2023 and passed by the Metropolitan King County Council on 3/12/2024, by the following vote:

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


DocuSigned by:

 E76CE01F07B14EF...
 Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

 8DE1BB375AD3422...
 Melani Hay, Clerk of the Council

APPROVED this ____ day of 3/14/2024, ____.

DocuSigned by:

 4FBCAB8196AE4C6...
 Dow Constantine, County Executive

Attachments: A. Lease Amendment

Ordinance 19744

ATTACHMENT A:

LEASE AMENDMENT

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment") dated _____ (for reference purposes only) is made by and between **CURRAN PROPERTIES L.P.**, a Washington limited partnership ("Landlord") and **KING COUNTY**, a political subdivision of the State of Washington ("Tenant").

RECITALS

A. Landlord and Tenant are parties to that certain Lease dated August 17, 2018 (the "Lease") with respect to Premises known as Suite 201 consisting of approximately 2,487 rentable square feet located at 19125 North Creek Parkway, Bothell, Washington, 98011.

B. The parties hereto desire to amend the Lease to provide for the extension of the Term.

NOW, THEREFORE, the parties covenant and agree as follows:

1. Defined Terms. All defined terms used in the Lease shall have the same meaning when used in this Amendment, except as noted to the contrary in this Amendment.

2. Extended Term. The Term is currently scheduled to terminate on September 30, 2023 but is hereby extended by this Amendment for a period of sixty (60) months, and will now expire on September 30, 2028 (the "Extended Term").

3. Base Rent. Base Rent for the Extended Term shall be as follows:

Period	Monthly Base Rent
10/1/23 – 9/30/24	\$3,937.75
10/1/24 – 9/30/25	\$4,134.64
10/1/25 – 9/30/26	\$4,341.37
10/1/26 – 9/30/27	\$4,558.44
10/1/27 – 9/30/28	\$4,786.36

Tenant shall continue to pay its Pro Rata Share of Operating Costs as described in Section 8 of the Lease.

4. Premises. Tenant is presently occupying the Premises and agrees that Landlord has no obligation to alter or improve them in any respect as a condition precedent to this Amendment.

5. Brokers. Tenant represents and warrants that it has incurred no liabilities or claims for brokerage commissions or finder's fees in connection with the execution of this Amendment and has not dealt with or has any knowledge of any real estate broker, agent, or salesperson in connection with this Amendment. Peter Townsend with SUHRCO, Inc represented the Landlord.

6. Non-Discrimination. Section 20 (Non-Discrimination) is hereby deleted and replaced with the following:

Landlord and Tenant, for themselves, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state and local laws applicable to the Property, including, without limitation, Chapter 49.60 RCW. Landlord and Tenant shall not discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Chapter 12.16, as now codified and as hereafter amended. Landlord and Tenant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, King County Charter Section 840, Chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Agreement and may result in ineligibility for further agreements between the Parties.

7. Miscellaneous.

(a) Continued Effect. The Lease shall continue in full force and effect as written, except as specifically modified in this Amendment.

(b) Acknowledgement. Tenant hereby acknowledges and agrees for Landlord's benefit that, as of the date hereof, to Tenant's actual knowledge, (i) Landlord is not in default under the Lease as amended, and (ii) there is no breach by Landlord, which with the giving of notice or the passage of time or both, would become a default by Landlord under the Lease.

(c) OFAC. Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting. Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at any time during the Extended Term, a Default under the Lease will be deemed to have occurred, without the necessity of notice to Tenant.

(d) Governing Law. This Amendment shall be interpreted and construed in accordance with the law of the State of Washington.

(e) Counterparts. This Amendment may be executed in one or more counterparts which, taken together, constitute the complete document.

(f) Electronic and Telecopied Signatures. This Amendment may be executed by telecopied or electronic means, and each party waives any defenses to the enforcement of this Amendment based on the fact that a signature was sent by telecopy or electronically.

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

LANDLORD

CURRAN PROPERTIES L.P., a Washington limited partnership

By: SUHRCO, Inc.
Its: Authorized Agent

By: *[Handwritten Signature]*
Its: *Sec. Vice President*

TENANT

KING COUNTY, a political subdivision of the State of Washington

By: _____
Its: _____

Approved as to form:

/s/Raam Wong
Senior Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the _____ of **KING COUNTY, a political subdivision of the State of Washington** that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Signature

Print Name

NOTARY PUBLIC in and for the State of _____, residing at _____.
My commission expires _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 20~~th~~ day of June, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Karen Warrick, known to me to be the Senior v.p. of Subra, Inc. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

[Handwritten Signature]

Signature

Peter Townsend

Print Name

NOTARY PUBLIC in and for the State of WA, residing at King County.
My commission expires 7/2/26.



Certificate Of Completion

Envelope Id: 6C32F7676B9C4A30BBC06A61903A9A73	Status: Completed
Subject: Complete with DocuSign: Ordinance 19744.docx, Ordinance 19744 Attachment A.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 3
Supplemental Document Pages: 5	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Envelopeld Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

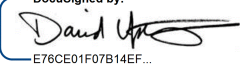
Record Tracking

Status: Original	Holder: Cherie Camp	Location: DocuSign
3/12/2024 5:55:44 PM	Cherie.Camp@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

Signer Events

Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

E76CE01F07B14EF...
Signature Adoption: Uploaded Signature Image
Using IP Address: 198.49.222.20


Timestamp

Sent: 3/12/2024 5:56:36 PM
Viewed: 3/13/2024 8:46:38 AM
Signed: 3/13/2024 8:46:51 AM

Electronic Record and Signature Disclosure:

Accepted: 3/13/2024 8:46:38 AM
ID: b2b094c7-60af-4dd1-a1fa-aaff519d6c74

Melani Hay
melani.hay@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

DocuSigned by:

8DE1BB375AD3422...
Signature Adoption: Pre-selected Style
Using IP Address: 198.49.222.20

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Viewed: 3/13/2024 8:53:51 AM
Signed: 3/13/2024 8:53:56 AM

Electronic Record and Signature Disclosure:

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ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

Dow Constantine
Dow.Constantine@kingcounty.gov
King County Executive
Security Level: Email, Account Authentication (None)

DocuSigned by:

4FBCAB8196AE4C6...
Signature Adoption: Uploaded Signature Image
Using IP Address: 146.129.84.117

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Viewed: 3/14/2024 9:10:22 AM
Signed: 3/14/2024 9:10:43 AM

Electronic Record and Signature Disclosure:

Accepted: 3/14/2024 9:10:22 AM
ID: f21a3486-1188-40c7-bb7d-57a42696953c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Ames Kessler akessler@kingcounty.gov King County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 3/13/2024 8:53:58 AM Viewed: 3/13/2024 12:26:29 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/12/2024 5:56:36 PM
Certified Delivered	Security Checked	3/14/2024 9:10:22 AM
Signing Complete	Security Checked	3/14/2024 9:10:43 AM
Completed	Security Checked	3/14/2024 9:10:43 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.