



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**July 10, 2002**

**Motion 11454**

**Proposed No.** 2001-0175.1

**Sponsors** Gossett and Hague

1                   A MOTION authorizing the county executive to enter into  
2                   an interagency agreement with Aero Kirkland  
3                   Association, d.b.a. the Kirkland Heights Apartments.

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WHEREAS, the Aero Kirkland Association is providing report writing office  
7 space to law enforcement officers serving the Kirkland Heights Apartment complex and  
8 areas surrounding the location, and

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WHEREAS, the county currently provides law enforcement services to the area,  
10 and

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WHEREAS, the county is willing to allow the officers to utilize this space in  
return for increased police presence;

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

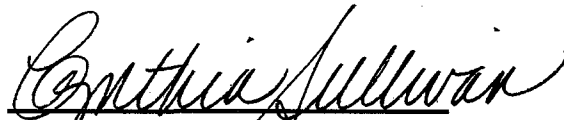
14 The county executive is hereby authorized to execute an interagency agreement,  
15 substantially in the form attached, with Aero Kirkland Association for office space in  
16 return for increase visibility within the Kirkland Heights Apartment complex.

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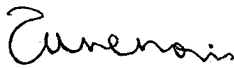
Motion 11454 was introduced on 2/4/2002 and passed by the Metropolitan King County Council on 7/8/2002, by the following vote:

Yes: 13 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Irons and Ms. Patterson  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

\_\_\_\_\_  
Ron Sims, County Executive

**Attachments**      A. Service Agreement between King County and Aero Kirkland Association

**SERVICE AGREEMENT BETWEEN KING COUNTY  
AND  
AERO KIRKLAND ASSOCIATION**

THIS SERVICE AGREEMENT, ("Agreement"), is made by and between Aero Kirkland Association, a Washington non-profit corporation dba Kirkland Heights Apartments, (hereinafter called Kirkland Heights) and King County, a political subdivision of the State of Washington (hereinafter called Agency):

RECITALS:

WHEREAS, Agency desires to use those premises described herein as a King County Sheriff's Office Report Writing Room, and

WHEREAS, increased presence of the police will provide additional security and police services to the residents of Kirkland Heights;

NOW, THEREFORE, in consideration of the mutual promises hereunder, Agency and Kirkland Heights agree as follows:

WITNESSETH:

1. Premises: Kirkland Heights does hereby agree to allow Agency to use as a King County Sheriff's Office Report Writing Room those certain premises comprising approximately 255 square feet, and legally described as follows:

Office area, ground floor, center of building directly across from complex rental office, at Kirkland Heights Apartments (13310 NE 133 St. Kirkland, Washington 98134)

2. Term:

2.1 The Agreement shall begin on October 1, 2000 and continue on a month-to-month basis, provided that sixty (60) days notice, without cause, by either party will be required to terminate.

2.2 If Kirkland Heights cannot deliver possession of the premises to Agency on the above commencement date, provided that delivery of premises can be made within a reasonable time frame, this Agreement shall not be void or voidable.

3. Rent: No rent shall be paid.

4. Taxes and Utilities: Kirkland Heights shall pay the cost of reasonable utilities including heat, lights, water, sewer and garbage. Agency shall be responsible for using all utilities in an energy conservative manner, including ensuring that the heat and lights are turned

down/off when the space is not being utilized. Telephone service, if desired, shall be provided at the sole cost and expense of Agency.

5. Maintenance/Damages: Agency shall maintain the premises in a reasonable state of cleanliness and repair. Agency shall be responsible for any and all damages to the premises resulting from its activities beyond ordinary and reasonable wear and tear. Kirkland Heights shall present Agency with an itemized bill for such repairs for which Kirkland Heights believes Agency to be responsible. Agency shall agree to pay or secure a mutually agreeable payment schedule within thirty (30) days of the written receipt of the amount owing. Kirkland Heights 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 Agency, its agents or invitees, shall be repaired by Kirkland Heights and billed to the Agency.

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

7. Signs: All signs placed by Agency on or about the premises shall be subject to Kirkland Height's prior written approval.

8. Fixtures: All fixtures attached to the premises solely by the Agency may be removed by the Agency at anytime provided: (a) that the Agency shall restore the premises to their condition prior to the installation of the fixtures, normal wear and tear excepted; (b) the Agency shall not then be in default; (c) that the removal will be made on or before the expiration of the term of any extension thereof.

9. Indemnity and Hold Harmless: Kirkland Heights and Agency 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 Agreement, including the used premises, each party shall be responsible to the other only to the extent of it'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's proportional share.

As to any and all causes of actions and/or claims, or third-party claims, arising out of the sole fault of a party to this Agreement, 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 Agreement in defense of said claims and/or actions. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

10. Insurance: The Agency shall maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with services supplied to Kirkland Heights. Kirkland Heights acknowledges,

accepts, and agrees that the Agency is self-insured and Agency will provide proof of each self-insurance upon the request of the Agency.

All insurance, other than self-insurance, shall be carried with companies that are financially responsible and admitted to do business in the State of Washington. The cost of such insurance shall be borne by the Agency. Agency shall maintain for the duration of their Agreement insurance covering all of Agency's personal property at the premises in an amount not less than one hundred percent (100%) of full insurable replacement cost from time to time providing protection against any peril included within the classification "fire and extended coverage," together with insurance against sprinkler damage, vandalism and malicious mischief.

11. Assignment: Agency shall not assign this Agreement or any interest thereof, without the prior written consent of Kirkland Heights. Agency may allow public service and civic organizations, including the "Boys and Girls Club" to utilize the premises under supervision of Agency.

12. 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 Kirkland Heights elects to repair or rebuild, the work shall be prosecuted without unnecessary delay. If after a reasonable time Kirkland Heights fails to proceed to repair or rebuild, Agency shall have the right to declare this Agreement terminated by written notice served on the Kirkland Heights. In the event the building, in which the premises are located, shall be destroyed or damaged to such extent that in the opinion of Kirkland Heights it shall not be practical to repair or rebuild, it shall be optional with Kirkland Heights to terminate this Agreement by written notice to Agency within twenty days after such damage or destruction.

13. Liens: Agency 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 Agency.

14. Right of Entry: Kirkland Heights 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 that purpose erect scaffolding and other necessary structures when reasonably required by the character of the work performed, providing that the entrance to the premises shall not be blocked thereby, and further providing that the services of Agency shall not be interfered with unreasonably. Except for emergencies, Kirkland Heights shall give two (2) days' notice before entry to repair the premises.

For each of the aforesaid purposes, Kirkland Heights shall at all times have and retain a key with which to unlock all of the doors, in, upon, and about the premises, excluding Agency's vaults, and files, and Kirkland Heights shall have the right to use any and all means which Kirkland Heights may deem proper to open said doors in an emergency, in order to obtain entry to the premises without liability to Agency except for any failure to exercise due care for Agency's property. Any entry to the premises obtained by Kirkland Heights 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 Agency for the premises or any portion thereof provided said entry relates to emergency purposes as aforesaid.

15. Hazardous Substances:

15.1 Kirkland Heights and Agency mutually agree that no generation, use, reuse, handling, transportation, treatment, or storage of hazardous substances (Hazardous Substances) exist on the premises. Kirkland Heights acknowledges and fully discloses that the premises contain no Hazardous Substances as defined by applicable law. Upon the execution of this Agreement, if Kirkland Heights subsequently discovers the existence of Hazardous Substances on the premises, Kirkland Heights shall disclose this material fact and act within full compliance of all applicable laws, regulations and safety practices governing Hazardous Substances.

15.2 Definition of Hazardous Substances: "Hazardous Substances" as defined in the Agreement 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. § 9610 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, contaminates, 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.

16. Waiver of Subrogation: Kirkland Heights and Agency 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 releases 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 releases of subrogation rights shall not adversely affect or impair such policies or recovery by the insured thereunder.

17. Surrender of Premises: At the end of the term of this Agreement or any extension thereof or other sooner termination of this Agreement, Agency will peaceably deliver to Kirkland Heights 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 Agency will deliver all keys to the premises to the Kirkland Heights. In addition, Agency at Agency's expense will remove Agency's goods and effects and trade fixtures, and those of all persons claiming under Agency, and Agency will repair any damage resulting from such removal.

18. 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 Agreement, 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 Agreement will be in the county in which the premises are situated.

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

19.1 As long as Agency is not in default under this Agreement, 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 Agency's rights under this Agreement.

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

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

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

20. Successors and Assigns: All of the agreements, conditions and provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Kirkland Heights and Agency.

21. Anti-Discrimination: In all services or activities, and all hiring or employment made possible by or resulting from this Agreement, 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. Kirkland Heights 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 Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Agreement and may result in ineligibility for further agreements. Kirkland Heights will also comply with other anti-discrimination laws or requirements of any and all jurisdictions having authority.

22. Rules and Regulations: Agency 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 Kirkland Heights.

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

24. 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 Agency:                   Manager, Real Property Division  
500 Fourth Avenue, #500  
Seattle, WA 98104-3279

To Kirkland Heights: Aero Kirkland Association  
C/o Quantum Management Services Inc.  
3810 – 196 St. SW, Suite 10  
Lynnwood, WA 98036

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

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

26. Entire Agreement: This Agreement contains all covenants and agreements between Kirkland Heights and Agency relating in any manner to the leasing, occupancy and use of the premises and Agency's use of the building and other matters set forth in this Agreement. 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 Agreement shall not be altered, modified or added to except in writing signed by Kirkland Heights and Agency.

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

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

29. Representation: Agency represents to Kirkland Heights that its services herein considered shall remain responsible to the community being serviced. Kirkland Heights shall be in no way responsible for the acts of the Agency, its members, agents or guests and no member, officer, employee, other agent or invitee of Agency shall be considered agents of Kirkland Heights for any purpose.

30. Addenda: Any addendum attached hereto and either signed or initialed by the Kirkland Heights and Agency shall be deemed a part hereof.

IN WITNESS WHEREOF, the Kirkland Heights and Agency have executed this Agreement on the dates specified below.

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

By: \_\_\_\_\_  
Ron Sims  
Title: King County Executive

Date: \_\_\_\_\_

Approved as to Form Only:

By: \_\_\_\_\_  
John Gerberding  
Title: Deputy Prosecuting Attorney

Date: \_\_\_\_\_

KIRKLAND HEIGHTS:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_