

09/14/90
TMC:sc

INTRODUCED BY: BRUCE LAING

PROPOSED NO.: 90-806

9681

ORDINANCE NO. _____

1 AN ORDINANCE permitting King County to enter into
2 a five-year lease agreement for a satellite
3 district court facility at the Mercer Island City
Hall.

4 PREAMBLE:

5 In accordance with the provision of KCC 4.04.040, the King
6 County council may adopt an ordinance permitting the county
7 to enter into contracts requiring the payment of funds from
8 the appropriation of subsequent fiscal years. It is
9 proposed to enter into a five-year lease agreement, with an
option for a five-year extension, for an 1800 square foot
satellite district court facility located within the Mercer
Island City Hall. It has been determined that the lease
rate is at terms favorable to and in the best interests of
the people of King County.

10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 SECTION 1. The King County executive is hereby authorized to
12 execute a five-year lease, with an option to extend for five years,
13 with the City of Mercer Island for 1800 square feet at a base rental
14 rate of no more than \$1,627.50 per month for the first year of the
15 initial five-year term. The base rent shall increase by 5% each year.
16 The amount of the base rent shall be paid based upon the proportional
17 use of the premises by King County. In addition, the lease requires
18 reimbursement payments by the county for its share of improvements to
19 the premises over the 60-month period of the initial term. This
20 payment shall not exceed \$700.00 per month.

21 INTRODUCED AND READ for the first time this 24th day of
22 September, 1990.

23 PASSED this 29th day of October, 1990.

25 KING COUNTY COUNCIL
26 KING COUNTY, WASHINGTON

27 Lois North
28 Chair

29 ATTEST:

30 Gerald A. Foster
31 Clerk of the Council

32 APPROVED this 9th day of November, 1990

33 Jim Hill
King County Executive

LEASE AGREEMENT

This LEASE AGREEMENT is entered into on the _____ day of _____, 19____ by and between the City of Mercer Island, a municipal corporation of the State of Washington, hereinafter "the Lessor" and King County, a municipal corporation of the State of Washington, hereinafter "the Lessee".

WITNESSETH:

1. PREMISES: Lessor does hereby lease to the Lessee for use as a court facility, the space in City Hall which is reserved for a court facility located northerly of the main entrance to City Hall at 9611 S.E. 36th Street, Mercer Island, Washington consisting of plus/minus 1800 square feet as more particularly shown on Exhibit A attached hereto.
2. TERM: The term of this lease shall be for a period of five (5) years commencing the 1st day of January, 1991 and terminating on the 31st day of December, 1995.
3. OPTION TO EXTEND TERM: Lessee shall have the option to extend the term of this lease for a period of five (5) years. Lessee must give written notice of its intent to exercise the option no later than ninety (90) days prior to termination of this agreement.

Should the Lessee exercise its option to extend the term of the lease the rent shall be renegotiated, all other terms and conditions of the lease shall remain the same.

4. RENT: Lessee covenants and agrees to pay Lessor, at Lessor's address the following:

a. Base Rent: The base rent for the first year of this lease shall be in the amount of \$10.85 per square foot which equals \$19,530.00 (or \$1,627.50 per month).

Beginning with the second year of this lease and for each succeeding year, the annual base rent shall be increased each year by 5% over the amount paid in the preceding year.

The Lessee shall pay rent based on its proportional use of the premises. That is, if the Lessee uses the premises during business hours, Monday through Friday, it shall pay 100% of the base rent per month. If the Lessee uses the premises only one day per week it shall pay 20% of the base rent. Rent shall be calculated on a weekly basis depending upon the use during the week and shall be payable to the Lessor on a monthly basis on or before the first day of every month.

b. Payment for Improvements to the Premises: The Lessor shall be responsible for making improvements which shall permit

the premises to be used as a court facility. The type, extent and preliminary cost estimate of said improvements which include a Judge's bench, clerk's counter and witness bench are shown on Exhibit B hereto. The actual cost of the improvements to the premises will be shared by the Lessor and Lessee in the following manner:

The Lessor shall be responsible for paying \$18,000 (based on \$10.00 per square foot). The Lessee shall reimburse the Lessor for the remainder of the cost of the improvements as follows:

In addition to the base rent the Lessee shall pay to the Lessor each month an amount determined by dividing the total amount to be paid by the Lessee by sixty (60) months. This amount is intended to amortize the Lessee's share of the cost of improvements over the initial five year term of the lease.

5. UTILITIES AND SERVICES: The Lessor will provide and pay for all charges for utilities and services furnished to the premises, including but not limited to, electricity, heat, water, METRO, sewer, garbage disposal, janitorial services and ground and building maintenance. Lessor will provide telephone outlets at such places or positions as are mutually agreed upon between the Lessor and Lessee. Lessee agrees to provide and maintain all interior and exterior signs required by it.

6. REPAIRS AND MAINTENANCE: The premises have been inspected and are accepted by the Lessee in their present condition. Lessee shall, at its own expense and at all times, keep the premises neat and 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.

7. SIGNS AND ALTERATIONS: All signs or symbols placed by the 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 of Lessee to remove such alterations, additions or improvements on termination of this lease and at lessee's sole cost and expense.

8. LIENS AND INSOLVENCY: Lessee shall keep the premises free from any liens arising out of any work performed or materials furnished to or obligations incurred by the Lessee and shall hold the Lessor harmless against the same.

9. 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.

10. 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 such work can be accomplished within one hundred eighty (180) days from the date of such notice of intent. If Lessor cannot restore or rebuild the premises within said 180 days, then the lease may be terminated at Lessee's option by written 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.

11. LIABILITY:

(a) Indemnification: The Lessee and the Lessor agree that as to all third party claims, actions, or causes of actions of any 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 only to the extent of each party's proportional or comparative fault or causation and shall indemnify the other for such amount. As to all such third party claims, actions, or causes of action which are a consequence of the sole fault, negligence or causation of a party to this lease agreement, such party shall have the duty to defend, save and hold the other 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.

(b) Waiver: To the extent that it is lawful to do so,

(1) The Lessor hereby expressly waives and releases any cause of action or right of recovery which the Lessor may have hereafter against the Lessee for any loss or damage to the leased premises, or to the contents thereof belonging to either, caused by fire, explosion or any other risk covered by insurance and,

(2) The Lessor shall obtain a waiver from any insurance carrier with which Lessor carries fire, explosion or any other risk coverage insuring the building and other improvements releasing its subrogation rights against Lessee.

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

(d) Adjustments of Claims: The Lessee shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Lessee under this lease.

12. 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 of pay or other forms of compensation, and selection for training, including apprenticeship. The Lessor and 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 Lessor and Lessee will also comply with other anti-discrimination laws or requirements of any and all jurisdictions having authority.

13. COST AND ATTORNEYS' FEES: If, by reason of any default or breach on the part of either party in the performance of any provisions of this lease 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 involving the terms of this lease is King County, Washington.

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

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

16. USE: Lessee shall use the premises for the purpose of a District Court facility and for no other purpose, without written consent of Lessor.

Lessor shall be entitled to use the premises for its own purposes at any time that it is not in use by the Lessee. This will normally be after the Court has closed for the day or on days when Court is not in session.

17. NOTICE: Any notice required to be given by either party to the other shall be either personally delivered to the Lessors,

City Clerk or City Attorney or mailed by depositing in the U.S. Mail such notice addressed to the Lessor at 9611 S.E. 36th St., Mercer Island, Washington 98040 or personally delivered to the Lessee's Clerk or _____ or deposited in the U.S. Mail addressed the Lessee at _____.

18. PARKING: Lessee's employees shall park in the portion of the parking lot set aside for City employees parking. All remaining parking areas are available for all other Court related parking.

19. Time is of the essence of this lease.

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

LESSOR: CITY OF MERCER ISLAND

By: _____

LESSEE: KING COUNTY, WASHINGTON

By: _____

Notarization of the Lessor's and Lessee's signatures will be required.

APPROVED AS TO FORM:

BY: *W. Kaselung*
Deputy Prosecuting Attorney

Pro

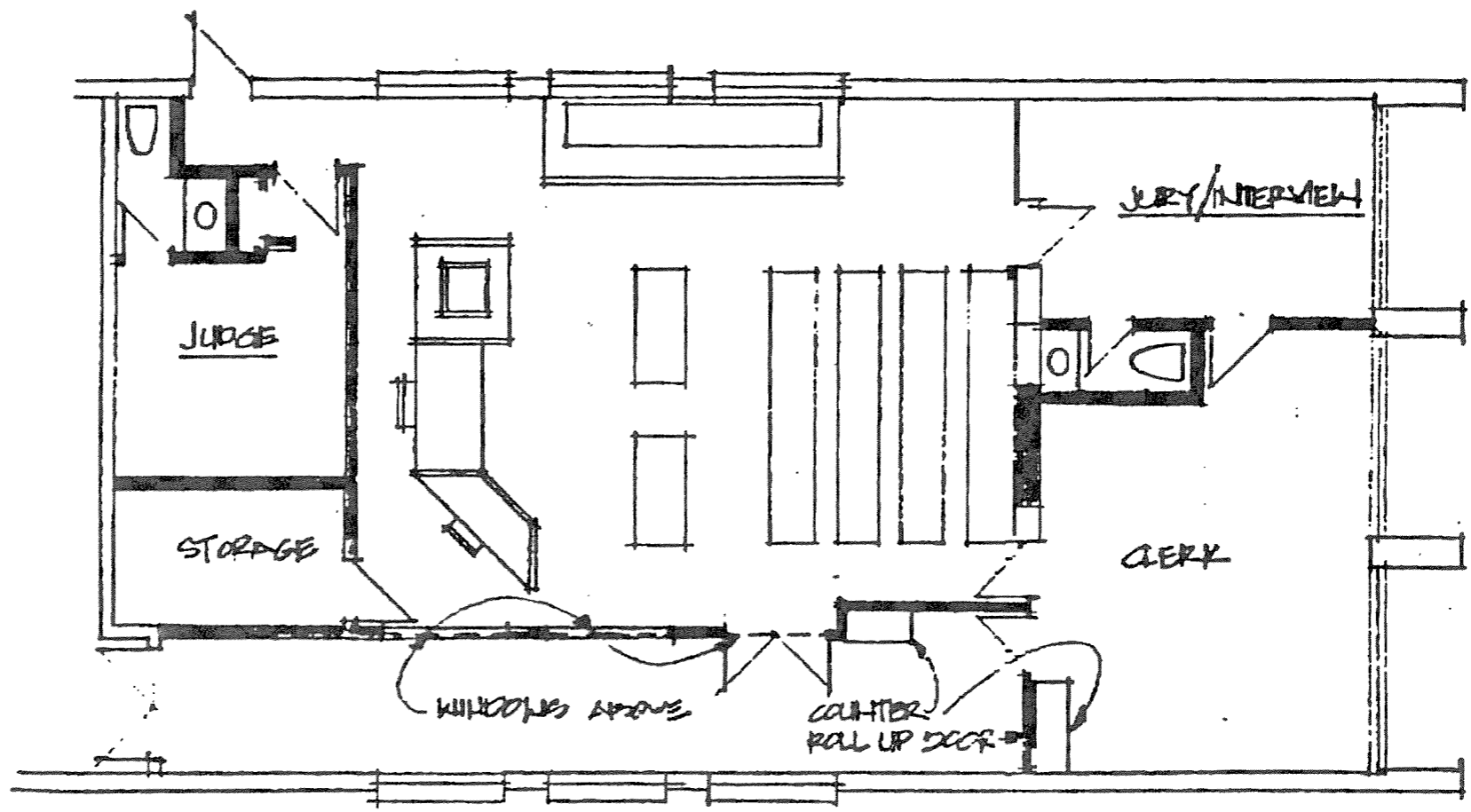


EXHIBIT A.

KING COUNTY DISTRICT COURT
 MERCER ISLAND, WA.



1896

9681

July 25, 1990
 Mercer Island City Hall
 King Co. District Court
 Preliminary Cost Estimate

Prepared by: Mithun Partners, Architects

General Conditions

Bonds, Insurance, Permits	5% of basic		
Supervision, General Equipment	Construction Cost		\$1,274.55

Demo and Haul	Allow		\$2,000.00
Struct. Steel Header	Allow		\$750.00

Interior Partitions 0' - 0" High			
Partition Walls	170 lf	x \$29.25	\$5,235.75

Interior Finishes			
Paint Walls	2348 sf	x \$0.35	\$822.15
Rubber Base	305 lf	x \$1.25	\$381.25
VWC	396 sf	x \$1.75	\$693.00

Floor Covering			
Sht. Vinyl	5 sy	x \$18.50	\$92.50

Ceiling Finishes			
GWB	45 sf	x \$1.04	\$46.80
Susp. AC Tile Repair	Allow		\$500.00

Interior Doors and Frames			
60 wood w/ HM Frame	8 ea	x \$225.00	\$1,800.00
Pair SC Wood w/ HM Frame	1 ea	x \$400.00	\$400.00
Finish Hardware Single	8 ea	x \$248.00	\$1,984.00
Finish Hardware Double	1 ea	x \$435.00	\$435.00
Paint/Stain Door & Frame	10 ea	x \$50.00	\$500.00
BI-Fold Door	1 ea	x \$150.00	\$150.00
Roll Up Door	1 ea	x \$500.00	\$500.00

Cabinets & Millwork			
Counter	7 lf	x \$30.00	\$210.00
Vanity Top	8 lf	x \$28.00	\$168.00
Base Cab, Sink	6 lf	x \$45.15	\$270.90

EXHIBIT B.

9681

July 25, 1990
 Mercer Island City Hall
 King Co. District Court
 Preliminary Cost Estimate

Glazing				
	Relite in HM Frame	30 sf x	\$18.39	\$551.70
Mechanical / HVAC				
		Allow		\$1,500.00
Plumbing				
	Water Closets	2 ea x	\$1050.00	\$2,100.00
	Lavatories	2 ea x	\$750.00	\$1,500.00
	Ext. Sewer Connection	100 lf x	\$9.00	\$900.00
Electrical				
		Allow		<u>\$2,000.00</u>
		Sub Total:		\$26,765.80
	Design Contingency 10%			\$2,676.58
	Contractors O.H. @ 7%			\$2,060.95
	Profit @ 5%			\$1,575.16
	Construction Contingency 10%			<u>\$3,307.83</u>
		Sub Total:		\$36,386.10
	Washington State Sales Tax @ 0.1%			<u>\$2,947.27</u>
	TOTAL ESTIMATED COST:			\$39,333.37