

May 31, 1995

Introduced By: RON SIMS
Pete von Reichbauer

MP:lm

Proposed No.: 95-321

ORDINANCE NO. **11833**

AN ORDINANCE authorizing the Executive to enter into a five year lease for office space for the Departments of Youth Services and Human Services located in Council District No. 5.

PREAMBLE:

In accordance with provisions 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 appropriations of subsequent fiscal years.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive is hereby authorized to enter into a Five-year lease (in substantially the form attached) for the departments of youth services and human services in a facility located at 451 S.W. 10th, Renton, Washington, in Council District No. 5 for 5,500 square feet of office space. Under the terms of the amendment, tenant improvements will be provided which are to the satisfaction of the departments of youth services and human services. The rent is based on an effective rate of \$11.00 per square foot per year over the five year term. This rate includes all utilities and services.

INTRODUCED AND READ for the first time this 1st day of May, 19 95.

PASSED by a vote of 13 to 0 this 26th day of June, 19 95.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

APPROVED this 7th day of July, 19 95.

Gary Locke
King County Executive

Attachments:
A. Lease Agreement

COMMERCIAL OFFICE LEASE

THIS LEASE, dated this _____ day of _____, 1994 by and between
Seattle First National Bank as Trustee for C. D. Martin LESSOR,
 and King County, Washington LESSEE.

WITNESSETH: In consideration of the covenants, agreements and stipulations herein contained on the part of Lessee to be paid, kept, and faithfully performed, Lessor does hereby lease, demise, and let unto Lessee those certain premises situated in the City of Renton,
 County of King State of Washington,
 known and described as follows:

Plaza 451 Suite 200
 451 S.W. 10th
 Renton, Wash. 98055

an area of approximately 5,671 sf.

TO HAVE AND TO HOLD the same unto Lessee for a term beginning on and including the

First day of July, 1995, and continuing until midnight, the Thirtieth day of June, 2000.

IN CONSIDERATION of the leasing of said premises and of the mutual agreements herein contained, each party covenants and agrees with the other as follows:

1. RENT

A. Lessee covenants and agrees to pay Lessor as rental for said premises, a minimum monthly rental equal to the following:

From July 1, 1995 to June 30, 1996	\$ 4,726. per month
From July 1, 1996 to June 30, 1997	\$ 4,962. per month
From July 1, 1997 to June 30, 1998	\$ 5,198. per month
From July 1, 1998 to June 30, 1999	\$ 5,435. per month
From July 1, 1999 to June 30, 2000	\$ 5,671. per month

in lawful money of the United States in advance on the first day of each calendar month of the term of this lease or to pay said sum to such other party and at such place as Lessor may hereafter designate.

B. Additional rents and percentage rents that may be payable by Lessee hereunder shall be paid in the amounts, in the manner, and at the times set forth in an addendum to this lease, which shall be attached to and by this reference made a part of this lease.

2. PURPOSE

A. The premises shall be used continuously for the following purpose(s):

Administration, counseling and other related uses
 and no other without the express written consent of Lessor.

B. Lessee shall not make or allow any unlawful, improper, or offensive use of the premises, or allow, commit, or suffer any strip or waste of the premises. Lessee further agrees not to overload floors or cause undue or serious stress or strain upon the building or any part thereof.

C. Lessee shall not permit or allow any objectionable noise or odor to escape or be emitted from the premises, or permit anything to be done that creates a nuisance or disturbs any other tenant of the building.

D. Lessee shall not or allow any thing, any process, or condition in or about the premises which will or may make the fire hazard greater than that common to buildings of the same general character that are used for similar purposes.

E. Lessee shall not permit or allow any operations or activities that may involve or allow the handling, manufacture, treatment, storage, use, transportation, spillage leakage, dumping, discharge or disposal (whether legal or illegal, accidental or intentional) of any hazardous substances, materials, or wastes, or any substances regulated under any local, state, or federal law without the specific written consent of Lessor. Lessee shall immediately report all loss, spillage, or leakage of such substances to Lessor, and Lessee shall remain fully liable for cost of the cleanup and the full documentation of the cleanup, and for meeting the requirements of the appropriate regulatory agencies.

3. CONSIDERATION

As partial consideration for the execution of this lease, Lessee has paid to Lessor the sum of Not Applicable Dollars (\$ N/A) the receipt of which is acknowledged. If Lessee shall have fully complied with all of the terms, conditions, and covenants of this lease, but not otherwise, this sum shall be repaid to Lessee within Thirty (30) days following the expiration of this lease.

4. ACCEPTANCE

The premises have been inspected by Lessee and are accepted by Lessee in their present condition. If Lessor has agreed to complete certain improvement(s) before the commencement of the term of this lease, Lessor agrees to use its best efforts to complete the improvement(s) in a good, timely, and workmanlike manner. In the event Lessor is unable or unwilling to deliver possession of the substantially completed premises on or before the commencement day of this lease, this lease will be extended a number of days equal to the number of days of delay, and neither Lessor nor Lessor's agent(s) shall be liable for any damage caused thereby, nor shall this lease become void or voidable because of such delay; provided however that in the event that the premises are not substantially ready for occupancy by NOT APPLICABLE 19

Lessee may cancel this lease upon fifteen (15) days previous written notice to Lessor.

5. ALTERATIONS

A. Lessee agrees not to make any alterations, additions, or improvements to the premises without having obtained Lessor's previous written consent, and improvements so made shall be made at the sole cost and expense of Lessee, shall become the property of Lessor, and shall be surrendered with the premises as a part thereof at the end of this lease, without disturbance, molestation, or injury.

B. Lessee agrees to comply with all laws, ordinances, and regulations imposed by public authority for the design and installation of any improvements and Lessee further agrees to ensure that all improvements are completed in a good and workmanlike manner.

C. Lessee agrees to keep the premises and the land, building(s), and improvements of which it is a part free from all liens of any kind and description caused or incurred by any act or omission of Lessee, and Lessee shall not have the right or authority to incur mechanic's, laborer's, materialmen's, or any other liens on said property.

6. SERVICES

A. Lessor shall maintain the public and common areas of the building, such as lobbies, stairs, corridors, and restrooms in good order and condition except for damage by Lessee, its agents, employees, licensees, permittees, guests, invitees, or visitors.

B. Lessor shall also furnish the leased premises with electricity for lighting and the operation of low power office machines. Landlord shall also furnish the leased premises with heat, normal office air conditioning, and elevator service during normal business hours, subject to the provisions set forth below and the additional provisions contained in published rules and regulations.

C. In the event Lessee requires extraordinary electricity, heating, ventilation, air conditioning, water, or other services as a result of the nature of its business or the appliances and business machines used in the leased premises, Lessee shall pay to Lessor an amount equal to Lessor's estimate of the cost of providing such additional services. Lessor may install meters or retain engineers to determine the reasonable cost of providing these additional services, at the sole cost of Lessee.

D. Lessor shall also provide lighting replacement for lighting equipment furnished by Lessor, restroom supplies, window washing at reasonable intervals, and customary janitorial services.

E. Lessor shall not be liable to Lessee for any loss or damage caused by or resulting from any variation, interruption, or any failure of such services due to any cause whatsoever; and no temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements due to accident or strike or conditions or events not under Lessor's control shall be deemed an eviction of Lessee or relieve Lessee from any of Lessee's obligations hereunder.

F. Lessee agrees to allow and hereby grants Lessor and/or Lessor's agents the right of free access to the premises at all reasonable times for the purpose of repair, maintenance and inspection, and for the making of additions to the premises or adjacent premises.

7. ASSIGNMENT AND SUBLET

A. Lessee agrees not to assign this lease or sublet the premises or any portion of it, or to allow any other person or business to occupy the premises or any part of it without obtaining the previous written consent of Lessor..

B. This lease is intended and will be deemed to be personal to the Lessee; and it may, at Lessor's option be terminated immediately if it is assigned by Lessee or if the premises are sublet in whole or in part by Lessee without Lessor's previous written consent.

C. In the event Lessee becomes insolvent, becomes voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for the business, Lessor may immediately terminate this lease upon notice to Lessee.

8. INSURANCE , CASUALTY, AND INDEMNIFICATION

A. Lessor shall not be held liable for any accident, damage, or injury to goods or person(s) occurring in or about the premises or for any loss suffered by the business or occupation of Lessee caused by or arising from any acts or any negligence of co-tenants, other occupants of the building, Lessee, Lessee's employees or other persons working for or invited by lessee.

B. Lessee agrees to indemnify and hold Lessor harmless from any and all claims and demands arising from the negligence of Lessee, Lessee's officers, agents, invitees and/or employees, as well as those arising from Lessee's failure to comply with any covenant of this lease, and shall at his own expense defend Lessor against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against Lessor in any such suit or action.

C. In the event of a loss or damage to the building, the leased premises, and/or any contents, Lessee and Lessor each agree to look first to any insurance in it's favor before making any claim against the other.

D. 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.

E. In the event the premises are destroyed or damaged to such an extent as to render the same untenable in whole or in a substantial part thereof, Lessee shall give Lessor immediate written notice thereof, and Lessor shall have not more than ninety (90) days after date of such notification to notify Lessee in writing of Lessor's intentions to rebuild or repair the premises. Lessor will prosecute this work without unreasonable delay, and during such period the rent for said premises shall be abated. If Lessor does not notify Lessee of Lessor's intention to rebuild within ninety (90) days of Lessee's notice of substantial damage, Lessee may terminate this lease by giving written notice to Lessor. If the premises are not substantially damaged, and the damage does not cause any substantial interference with Lessee's occupancy of the premises, there will be no abatement of rent and Lessor will repair the damage with all convenient speed.

9. EMINENT DOMAIN

In the event that all of the premises or so much of is as shall substantially affect the ability of Lessee to conduct business therein, is taken, condemned, or purchased by an authority having the power of eminent domain, then this lease shall terminate and be void from the time when possession of the premises is required for the public use. Such taking shall not be deemed an eviction or a breach of Lessor's covenant of quiet enjoyment. Lessee shall pay all rent due and perform all covenants up to the time possession is required for public use. In the event that only a part of the premises is taken which does not substantially affect the ability of Lessee to conduct business therein, then the rent shall be abated in proportion to the loss of occupancy by the Lessee. Lessor shall receive the entire award of just compensation paid without deduction for any estate or interest of Lessee.

10. SIGNS

No sign, picture, advertisement, or notice shall be displayed, inscribed, painted, or affixed to any surface of the inside or outside of the premises, or the building, or the property of which the premises is a part, without the previous written consent of Lessor.

11. HEIRS AND SUCCESSORS

All rights, remedies, and liabilities herein given to or imposed upon Lessor or Lessee shall extend to the heirs, executors, administrators, successors in interest, representatives and (so far as this lease is assignable) to assigns of said parties.

12. LIGHT AND AIR

This lease does not grant to Lessee any rights to light and air over or around the property.

13. WAIVER

Any waiver by Lessor of any breach of any covenant contained in this lease to be kept or performed by Lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent Lessor from declaring a forfeiture for any succeeding breach, either for the same covenant or another.

14. DEFAULT

A. If Lessee defaults in the performance of any covenant required to be performed by Lessor, Lessee may serve Lessor with written notice specifying the default and Lessor shall, within Sixty (60) days of receipt of Notice cure the default except only in the case where the default takes more than Sixty (60) days to cure, Lessor shall have a reasonable time to cure the default. If Lessor fails to cure the default within

Sixty (60) days of notice, Lessee's remedies shall include, and are limited to damages and/or injunction, but in no event shall Lessee have the right to terminate this lease.

B. Time is of the essence of this lease. If Lessee fails to pay any amount due under the terms of this lease within Ten (10) days of the due date, a late fee equal to Eighteen (18) percent of the amount due shall be assessed and be immediately due and payable. In addition, if any rent or other sum(s) payable by Lessee remain unpaid Twenty (20) days after its due date, then in addition to the late charge described above, Lessee shall pay Lessor interest on all sums due and not paid at an annual interest rate equal to the highest interest rate permitted by law, or such lower rate as Lessor may designate.

C. If Lessee shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained within this lease, and such default shall continue for Ten (10) days or more after written notice of such failure or neglect, then Lessor or those having Lessor's estate in the premises may immediately, or any time thereafter without demand or notice, enter into and upon the premises and repossess the same as the Lessor's former estate, and expel Lessee and those claiming by through or under Lessee and remove Lessee's effects at Lessee's expense, forcibly if necessary, and store the same, all without being guilty of trespass and without prejudice to any remedy which otherwise might be used.

15. ATTORNEY FEES AND COURT COSTS

In case a suit or action is instituted to enforce compliance with any of the terms, covenants, or conditions of this lease, or to collect the rental and other charges which may become due under the terms of this lease, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees, and in the event any appeal is taken from any judgment or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable. Lessee agrees to pay and discharge all Lessor's costs and expenses, including Lessor's attorney's fees that may arise from enforcing any provision or covenant of this lease even though no suit or action is instituted.

16. RETURN OF POSSESSION

At the expiration of this lease or upon any earlier termination, Lessee agrees to quit and return the premises to Lessor or Lessor's successor in good, clean condition; peacefully, quietly, and in as good order and condition as they are in now, reasonable wear and tear, damage by fire and unavoidable casualty alone excepted. Lessee shall insure that the premises is free from hazardous materials, and shall remain liable for the documented cleanup of the premises, or any property in which or upon which Lessee created a hazardous condition.

17. NOTICES

All notices given under the terms of this lease shall be deemed to be delivered if mailed by regular United States mail to Lessee at: King County Real Property Division,
500A Administration Building
500 Fourth Avenue,
Seattle Washington 98104

and to Lessor at: Seattle First National Bank
Real Estate Investment Services
PO Box 34029
Seattle, Washington 98124-1029

18. RULES

Lessee shall comply with rules and regulations that Lessor may promulgate from time to time, and Lessor reserves the right to make changes to these rules which shall be binding upon Lessee by delivery of a copy of them to Lessee. Lessor shall not be held responsible to Lessee for the noncompliance of other Lessees.

19. TAXES Lessor shall pay all taxes levied against the real property of which the premises is a part. Lessee shall pay taxes of every kind and nature levied upon Lessee's personal property.

20. PREPARATION OF PREMISES Lessor, at Lessor's sole expense shall clean and rekey the premises. All other improvements and alterations shall be completed at tenant's expense. Improvements and alterations shall not be undertaken without Landlord's approval and shall be completed in the manner and at times approved by Landlord.

21. OPTIONS TO TERMINATE

A Lessee shall have the right to terminate this lease after giving Lessor sixty (60) days previous written notice of termination if, during the term of this lease, Lessee's funding for all of the activities and programs of the agencies occupying the premises is withdrawn permanently or indefinitely. If Lessee exercises this right to terminate prior to the end of the ~~thirty (30) month~~ ^{sixty (60)} month of the term of this lease, Lessee shall pay Lessor a sum equal to the unamortized portion of leasing commissions and tenant improvements incurred as a result of Lessor's acceptance of the terms of this lease.

B. Lessor shall have the right to terminate this lease after giving Lessee twelve (12) months previous writted notice of termination if, during the term of this lease, the building is sold.

IN WITNESS WHEREOF the parties hereto have executed this lease the day and year first above written.

LESSOR:

SEATTLE FIRST NATIONAL BANK as Trustee

By: _____
Vice-President

By: _____
Trust Real Estate Officer

LESSEE: KING COUNTY, WASHINGTON

By: _____

Title: _____

DEPARTMENT OF YOUTH SERVICES

By: _____

Title: _____

DEPARTMENT OF HUMAN SERVICES

By: _____

Title: _____

APPROVED AS TO FORM

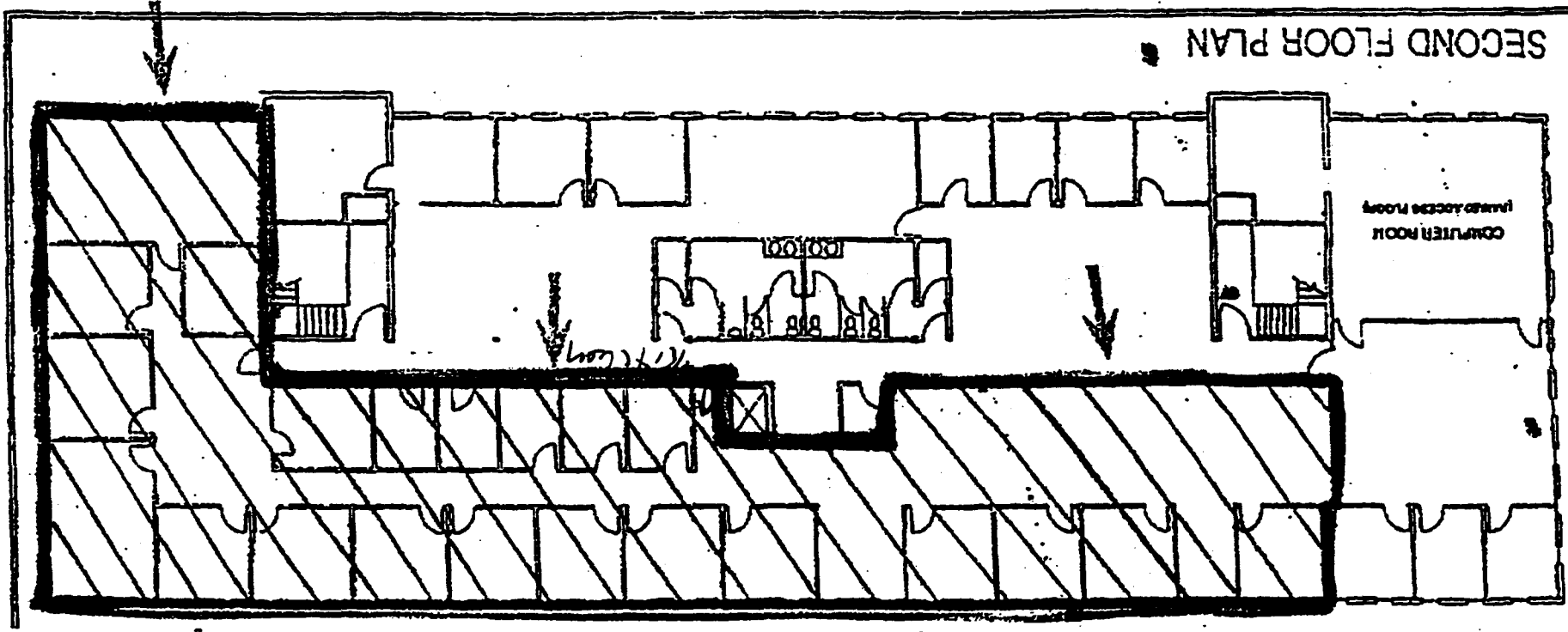
BY: _____
Robert I Stier,
Senior Deputy Prosecuting Attorney

Date: _____

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P. 04

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SECOND FLOOR PLAN

TOTAL P. 04