



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 30, 2008

Ordinance 16170

Proposed No. 2008-0283.2

Sponsors Phillips

1 AN ORDINANCE authorizing the King County executive
2 to enter into lease renewals for various sites located
3 throughout King County.
4

5 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6 **SECTION 1. Findings:**

7 A. The lease for the department of licensing Cottage Lake service center has been
8 in place since 1999 and contains 1,000 square feet.

9 B. The White Center storefront lease covers the term from January 1, 2008, to
10 December 31, 2008, and is for 950 square feet of space, located at 9609 16th Avenue
11 S.W.

12 C. The Fall City location is a field office, with only 125 square feet of space.
13 The term is for two years, from January 1, 2008, to December 31, 2009.

14 D. The Skyway community storefront term is retroactive to January 1, 2007, and
15 it expires on December 31, 2008. The square footage is 1,216 square feet.

16 E. The King County marine patrol lease consists of 1,066 square feet of office
17 space, 255 square feet of storage and the right to lease up to four parking spaces. There

18 are also two boats moored at the marina. It is located at 5000 Carillon Point. The
19 renewal term is for two years.

20 F. The Renton community storefront consists, lease number 1637, consists of
21 1,296 square feet. The term begins on June 1, 2008, and ends on 2011.

22 G. The Renton community storefront, lease number 1829, consists of 1,000
23 square feet. The term begins on August 1, 2008, and ends on July 31, 2011.

24 H. The Seattle-King County department of public health provides teen health
25 clinics in three Seattle School District high schools. The lease at Rainier Beach High
26 School consists of 416 square feet. The term is retroactive to September 1, 2007, and the
27 ending date is June 30, 2008.

28 I. The Seattle-King County department of public health provides teen health
29 clinics in three Seattle School District high schools. The lease at Ingraham High School
30 consists of 423 square feet. The term is retroactive to September 1, 2007, and the ending
31 date is June 30, 2008.

32 J. The Seattle-King County department of public health provides teen health
33 clinics in three Seattle School District high schools. The lease at Cleveland High School
34 consists of 200 square feet. The term is retroactive to September 1, 2007, and the ending
35 date is June 30, 2008.

36 K. The lease for juvenile court services has been occupied since 1998. The office
37 is 3,600 square feet. New proposed term is for five years, to May 31, 2013.

38 L. The Service Level Agreement for the Alternate Data Center (ADC) involves a
39 lease of space located inside the State of Washington Data Center, 1115 Washington
40 Street SE. OB2, Olympia, Washington.

41 M. In accordance with K.C.C. 4.04.040 the King County council may adopt an
42 ordinance permitting the county to enter into contracts requiring the payment of funds
43 from the appropriation of subsequent fiscal years. Additionally, Ordinance 15328 was
44 passed by the King County council on November 21, 2005, amending the provisions of
45 K.C.C. 4.04.040 and limiting lease terms, where the county is the lessee, to a cumulative
46 total of two years. The lease renewals mentioned in this section are subject to Ordinance
47 15328 and K.C.C. 4.04.040.

48 SECTION 2. The appropriate county officials, agents and employees are hereby
49 authorized to take all actions necessary to implement these leases and all actions up to
50 now taken by county officials, agent and employees consistent with the terms and
51 purposes of the lease agreement are hereby ratified, confirmed and approved.

52 SECTION 3. If any one or more of the covenants or agreements provided in this
53 Ordinance to be performed on the part of the county is declared by any court of
54 competent jurisdiction to be contrary to law, then such covenant or covenants, agreement
55 or agreements are null and void and shall be deemed separable from the remaining
56 covenants and agreements of this ordinance and in no way affect the validity of the other
57 provisions of this ordinance or of the lease.

58 SECTION 4. The King County executive is hereby authorized to execute the
59 lease renewals and the service level agreement in substantially the form attached at the
60 following locations:

61 A. Teen Clinics at three Seattle high schools: Rainier Beach, Ingraham and
62 Cleveland;

63 B. Sheriff storefronts at five locations and the Marine Patrol in Kirkland;


- 64 C. Licensing, Cottage Lake location;
- 65 D. Juvenile court services, Bellevue; and
- 66 E. Office of information resource management, lease with the state of
- 67 Washington.

68

Ordinance 16170 was introduced on 6/2/2008 and passed by the Metropolitan King County Council on 6/30/2008, by the following vote:

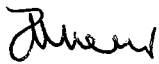
Yes: 9 - Ms. Patterson, Mr. Dunn, Mr. Constantine, Ms. Lambert, Mr. von Reichbauer, Mr. Ferguson, Mr. Phillips, Mr. Gossett and Ms. Hague
 No: 0
 Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



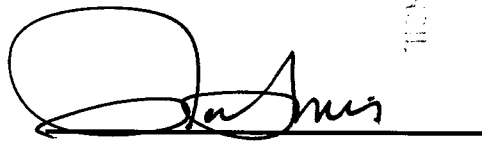
 Julia Patterson, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 11 day of July, 2008.



Ron Sims, County Executive

RECEIVED
 2008 JUL 11 PM 12:23
 CLERK
 KING COUNTY COUNCIL

Attachments

A. Fiscal Impact - Current King County Lease Renewals, B. Property Management Lease Amendment No. 2--Rainier Beach--#1401, C. Property Management Lease Amendment No. 2--Ingraham--#1808, D. Lease Cover Sheet--Teen Health Clinic - Open School, E. Rental Agreement--Agreement #1511, F. Addendum to Rental Agreement--Lease #1469, G. Lease Agreement--Lease #1819, H. Carillon Point--Fifth Amendment to Lease, I. First Amendment to Lease--#1829, J. 4th Lease Amendment and Renewal--Lease #1637, K. Fourth Addendum to Lease--Lease #1529, L. Agreement and Amendment of Lease--Lease #1633, M. Washington State Department of Information Services--Computer Services Division--Service Level Agreement

| | | ATTACHMENT "A" | | | | | | | | | | | |
|--|----------|--|---------------------------------|--------|---------------------------------------|---------------------|------------------------|---------------|------------|------------|--|--|--|
| FISCAL IMPACT - CURRENT KING COUNTY LEASE RENEWALS | | | | | | | | | | | | | |
| ITEM | LEASE # | DEPT. | DESCRIPTION | SQ.FT. | Exp.date | NEW EXPIRATION DATE | CURRENT RATE PER MONTH | NEW RATE 2008 | 2009 | 2010 | | | |
| 1 | 1401 | Health | Teen Clinic, Rainier Beach | 416 | 6/30/2007 | 6/30/2008 | Rent waived | \$0.00 | | | | | |
| 2 | 1808 | Health | Teen Clinic, Ingraham | 423 | 6/30/2007 | 6/30/2008 | Rent waived | \$0.00 | | | | | |
| 3 | 1818 | Health | Teen Clinic, Cleveland | 200 | 6/30/2007 | 6/30/2008 | Rent waived | \$0.00 | | | | | |
| 4 | 1511 | Sheriff | Skyway storefront, Sheriff | 1216 | 12/31/2007 | 12/31/2008 | \$1,300.00 | \$1,300.00 | | | | | |
| 5 | 1469 | Sheriff | White Center storefront | 950 | 12/31/2007 | 12/31/2008 | \$960.00 | \$960.00 | | | | | |
| 6 | 1819 | Sheriff | Fire Dist. 27, Fall City | 125 | 12/31/2007 | 12/31/2009 | \$200.00 | \$200.00 | | | | | |
| 7 | 1418 | Sheriff | Kirkland Marine Patrol | 1066 | 3/31/2008 | 3/31/2010 | \$1,954.33 | \$1,954.33 | \$1,954.33 | \$1,954.33 | | | |
| 8 | 1829 | Sheriff | Fairwood storefront, Renton | 1000 | 7/31/2008 | 7/31/2011 | \$1,000.00 | \$1,092.00 | \$1,167.00 | \$1,217.00 | | | |
| 9 | 1637 | Sheriff | Renton | 1296 | 5/31/2008 | 5/31/2011 | \$1,740.00 | \$2,152.65 | | | | | |
| 10 | 1592 | | Cottage Lake service center | 1000 | 12/31/2007 | 12/31/2010 | \$1,666.66 | \$1,875.00 | \$1,958.33 | \$2,041.67 | | | |
| 11 | 1633 | | es Counseling office (Bellevue) | 3600 | 5/31/2008 | 5/31/2013 | \$7,631.42 | \$8,012.99 | \$8,413.64 | \$8,834.32 | | | |
| 12 | 1879 | | State DIS, Olympia | 600 | Good until terminated by either party | | \$6,612.00 | \$6,612.00 | | | | | |
| | Note #1: | The square footage for the above sites ranges from 125 square feet to 3,600 square feet. | | | | | | | | | | | |
| | Note #2: | Funding for the 2008 budget year was approved by the Council during the November 2007 budget process | | | | | | | | | | | |
| | Note#3: | The above leases reflect ongoing programs; there is no new added space. | | | | | | | | | | | |

16170

#1401

|

Seattle Public Schools
Property Management Office
LEASE AMENDMENT NO. 2

Attachment B

Contract No: RF

School: Rainier Beach

Date: August 28, 2007

THIS AGREEMENT is made between the SEATTLE SCHOOL DISTRICT #1, (hereinafter called "Landlord"), and King County, Washington (hereinafter called "Tenant") regarding the Teen Health Center (the "Premises"), a portion of the building and land commonly called Rainier Beach High School, located at 8815 Seward Park South, Seattle, WA 98118, on the real property legally described on Exhibit A, attached hereto.

WHEREAS, Landlord and Tenant entered into a Lease dated January 23, 2006, and amended by Amendment No. 1 dated September 19, 2006, herein incorporated by this reference; and,

WHEREAS, Landlord and Tenant wish to extend the term and modify certain provisions of that Lease;

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The term of the Lease is renewed as of September 1, 2007 ("Commencement Date"), and shall terminate at midnight of June 30, 2008 ("Termination Date"), and be limited to the following days and hours of use:

School Year: Teen Health Center Monday-Friday 7 a.m. to 4 p.m.

Legal Holidays and School Vacations are excluded.

Requests for access to the Premises during Legal Holidays, School Vacations, those days or hours not specified herein shall be submitted in writing and approved by the School Building Principal or Program Manager. The approval shall be submitted by Tenant to the Seattle School District's Property Management Office at least TEN (10) working days in advance. Such requests shall be assessed by the School Principal on a case-by-case basis. Tenant agrees to pay all applicable charges for such additional uses if approved.

2. The value of the base rent for the Premises is established at \$287.00 per month from September 1, 2007 through June 30, 2008. In consideration of the program alignment services to be provided by Tenant to Landlord, Landlord agrees to provide the Premises to Tenant free of the base rent stated herein; however, such free rent is contingent on a) A Memorandum of Understanding ("MOU") between Landlord and Tenant, signed by both parties, b) Tenant's performance of the services and meets the criteria as stated in the signed MOU (Attachment 2).

If Tenant fails to perform the above conditions stated herein, Tenant agrees to pay the base rent established in this section for all periods during which it fails to perform, retroactive to the Commencement Date of this lease term. A copy of Attachment 2 is attached herein and incorporated as part of this Lease Agreement. Tenant agrees to pay the base rent established in this section for all periods during which it fails to fulfill the requirements stated herein.

3. If Tenant chooses to operate during Landlord's designated school vacations (such as winter, mid-winter

and spring break), early dismissals, summer vacation, legal holidays and other school closure days and if heat, air-conditioning or custodial staffing is required during these days due to Tenant's operation, Tenant agrees to pay for the heating/cooling and custodial staffing costs. Such costs are indicated in Exhibit D (FY 2007-2008 Holiday/Vacation Schedule and Charges) attached herein.

4. This Lease shall be subject to cancellation by Landlord prior to the Lease Termination Date upon 90 days notice. Tenant shall give Landlord 90 days written notice in advance in the event Tenant wishes to terminate this Lease prior to the expiration of this Lease without being charged an early termination penalty.
5. If Tenant terminates this Lease prior to the expiration of this Lease without giving the full 90-day written notice to Landlord, Tenant agrees to pay Landlord the base rent as established in Section 2 above in this Lease Extension, prorated for each day of late notice. For example, if this Lease expires in June 30, 2008, Tenant gives its notice of early termination in May 12, 2008 Tenant shall pay Landlord 40 days of base rent.
6. The following insurance coverage requirements are added to Section 10.1 under INSURANCE (Section 10) of Part II of the Lease:
 - If Tenant operates or allows subcontractors to operate day care or other child-serving programs (any program where children are on District premises and not under the care or supervision of their own parents), sexual abuse or molestation coverage shall be provided with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - If Tenant provides or allows its contractors or sublessees to provide professional medical or mental health services, medical professional liability (errors and omissions) coverage shall be required with a minimum limit of \$1,000,000 per wrongful act and \$2,000,000 annual aggregate.
7. Any of the other provisions of the subject Lease not modified in writing shall remain in full force and effect.

Landlord:

SEATTLE SCHOOL DISTRICT NO. 1

By _____

Its _____

Date _____

Tenant:

KING COUNTY, WASHINGTON

By _____
Wayne Richardson, Manager, Real Estate Services

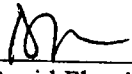
Date _____

Approved as to form only:

By _____
Tim Barnes, Sr. Deputy Prosecuting Attorney

Date _____

Public Health, Seattle - King County

By 
Dr. David Fleming, Director

Date SEP 25 2007

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____, a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 200_____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at _____
My appointment expires _____

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of SEATTLE SCHOOL DISTRICT NO. 1, a Washington municipal corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 200_____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing
at _____
My appointment expires: _____

2

16170 #1808

Seattle Public Schools
Property Management Office
LEASE AMENDMENT NO. 2

Attachment C

Contract No: RF

School: Ingraham

Date: August 28, 2007

THIS AGREEMENT is made between the SEATTLE SCHOOL DISTRICT #1, (hereinafter called "Landlord"), and King County, Washington (hereinafter called "Tenant") regarding the Teen Health Center (the "Premises"), a portion of the building and land commonly called Ingraham High School, located at 1819 N 135th Street, Seattle, WA 98133, on the real property legally described on Exhibit A, attached hereto.

WHEREAS, Landlord and Tenant entered into a Lease dated January 23, 2006, and amended by Amendment No. 1, dated September 19, 2006, herein incorporated by this reference; and,

WHEREAS, Landlord and Tenant wish to extend the term and modify certain provisions of that Lease;

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The term of the Lease is renewed as of September 1, 2007 ("Commencement Date"), and shall terminate at midnight of June 30, 2008 ("Termination Date"), and be limited to the following days and hours of use:

School Year: Teen Health Center Monday-Friday 7 a.m. to 4 p.m.

Legal Holidays and School Vacations are excluded.

Requests for access to the Premises during Legal Holidays, School Vacations, those days or hours not specified herein shall be submitted in writing and approved by the School Building Principal or Program Manager. The approval shall be submitted by Tenant to the Seattle School District's Property Management Office at least TEN (10) working days in advance. Such requests shall be assessed by the School Principal on a case-by-case basis. Tenant agrees to pay all applicable charges for such additional uses if approved.

2. The value of the base rent for the Premises is established at \$288.00 per month from September 1, 2007 through June 30, 2008. In consideration of the program alignment services to be provided by Tenant to Landlord, Landlord agrees to provide the Premises to Tenant free of the base rent stated herein; however, such free rent is contingent on a) A Memorandum of Understanding ("MOU") between Landlord and Tenant, signed by both parties, b) Tenant's performance of the services and meets the criteria as stated in the signed MOU (Attachment 2).

If Tenant fails to perform the above conditions stated herein, Tenant agrees to pay the base rent established in this section for all periods during which it fails to perform, retroactive to the Commencement Date of this lease term. A copy of Attachment 2 is attached herein and incorporated as part of this Lease Agreement. Tenant agrees to pay the base rent established in this section for all periods during which it fails to fulfill the requirements stated herein.

3. If Tenant chooses to operate during Landlord's designated school vacations (such as winter, mid-winter

and spring break), early dismissals, summer vacation, legal holidays and other school closure days and if heat, air-conditioning or custodial staffing is required during these days due to Tenant's operation, Tenant agrees to pay for the heating/cooling and custodial staffing costs. Such costs are indicated in Exhibit D (FY 2007-2008 Holiday/Vacation Schedule and Charges) attached herein.

4. This Lease shall be subject to cancellation by Landlord prior to the Lease Termination Date upon 90 days notice. Tenant shall give Landlord 90 days written notice in advance in the event Tenant wishes to terminate this Lease prior to the expiration of this Lease without being charged an early termination penalty.
5. If Tenant terminates this Lease prior to the expiration of this Lease without giving the full 90-day written notice to Landlord, Tenant agrees to pay Landlord the base rent as established in Section 2 above in this Lease Extension, prorated for each day of late notice. For example, if this Lease expires in June 30, 2008, Tenant gives its notice of early termination in May 12, 2008 Tenant shall pay Landlord 40 days of base rent.
6. The following insurance coverage requirements are added to Section 10.1 under INSURANCE (Section 10) of Part II of the Lease:
 - If Tenant operates or allows subcontractors to operate day care or other child-serving programs (any program where children are on District premises and not under the care or supervision of their own parents), sexual abuse or molestation coverage shall be provided with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - If Tenant provides or allows its contractors or sublessees to provide professional medical or mental health services, medical professional liability (errors and omissions) coverage shall be required with a minimum limit of \$1,000,000 per wrongful act and \$2,000,000 annual aggregate.
7. Any of the other provisions of the subject Lease not modified in writing shall remain in full force and effect.

Landlord:

SEATTLE SCHOOL DISTRICT NO. 1

By _____

Its _____

Date _____

Tenant:

KING COUNTY, WASHINGTON

By _____
Wayne Richardson, Manager, Real Estate Services

Date _____

Approved as to form only:

By _____
Tim Barnes, Sr. Deputy Prosecuting Attorney
Date _____

Public Health, Seattle - King County

By Benjamin
Dr. David Fleming, Director

Date 10-12-07

16170 #1818

#3

LEASE AGREEMENT
PART I
Lease Cover Sheet
Teen Health Clinic - Open School

Attachment D

Contract No.: E

School: Cleveland

Date: August 28, 2007

1. Basic Lease Information.

1.1 Lease Reference Date: August 28, 2007

1.2 Tenant: King County, Washington, a non-profit corporation.

1.3 Address of Tenant: 999 3rd Avenue, Suite 600
Seattle, WA 98104

1.4 Landlord: Seattle School District No. 1

1.5 Address of Landlord: Property Management Office, MS 23-310
P O Box 34165
Seattle, WA 98124-1165

1.6 Premises: Teen Health Center, located in the Building.

1.7 Building: The Building known as Cleveland High School located at 5511 15th Avenue
South, Seattle, WA 98108, which is situated on the Land.

1.8 Land: The real property more particularly described on Exhibit A attached hereto.

1.9 Lease Term: Commencing on September 1, 2007, (the "Commencement Date") and
terminating on June 30, 2008, ("the Termination Date"), with
the following days and hours of use:

School Year Only: Teen Health Center: Monday - Friday 7 a.m. to 4 p.m.

Legal holidays and school vacations are excluded.

Requests for access to the Premises during Legal Holidays, School Vacations, those days or hours not specified herein shall be submitted in writing and approved by the School Building Principal or Program Manager. The approval shall be submitted by Tenant to the Seattle School District's Property Management Office at least TEN (10) working days in advance. Such requests shall be assessed by the School Principal on a case-by-case basis. Tenant agrees to pay all applicable charges for such additional uses if approved.

1.10 Rent: The value of the base rent for the Premises is established at \$559.00 per month from September 1, 2007 through June 30, 2008. In consideration of the program

alignment services to be provided by Tenant to Landlord, Landlord agrees to provide the Premises to Tenant free of the base rent stated herein, however, such free rent is effective only if Tenant performs the services as stated in Attachment 2 (Memorandum of Understanding between Seattle Public Schools & School-based Health Centers). If Tenant fails to perform the services stated in Attachment 2, Tenant agrees to pay the base rent established in this section for all periods during which it fails to perform, retroactive to the Commencement Date. A copy of Attachment 2 is attached herein and incorporated as part of this Lease Agreement.

- 1.11. Service Costs: If Tenant chooses to operate during Landlord's designated school vacations (such as winter, mid-winter and spring break), early dismissals, summer vacation, legal holidays and other school closure days, and if heat, air-conditioning or custodial staffing is required during these days due to Tenant's operation, Tenant agrees to pay for the heat/cooling and custodial staffing costs. Such costs are indicated in Exhibit D (FY 2007- 2008 Holiday/Vacation Schedule and Charges) attached herein.

In addition, if Tenant requests Landlord to provide any other services or if Landlord incurs any costs due to Tenant's use or occupancy of the Premises, Tenant agrees to pay for those related costs.

- 1.12 Security Deposit: \$ 0.

- 1.13 Business Purpose: Teen Health Clinic Only.

- 1.14 Cancellation: This Lease shall be subject to cancellation by Landlord prior to the Lease Termination Date upon 90 days written notice. Tenant shall give Landlord 90 days written notice in advance in the event Tenant wishes to terminate this Lease prior to the expiration of this Lease without being charged an early termination penalty.

- 1.15 Early Cancellation: If Tenant terminates this Lease prior to the expiration of this Lease without giving the full 90-day written notice to Landlord, Tenant agrees to pay Landlord the base rent as established in Section 1.10 above, prorated for each day of late notice. For example, if this Lease expires in June 30, 2008, Tenant gives its notice of early termination on May 12, 2008, Tenant shall pay Landlord 40 days of base rent.

- 1.16 Performance Evaluation: The Learning Partners Committee (LPC), or its designee, will complete an annual evaluation of Tenant's performance of the program standards by May 30, 2008. If the annual evaluation is satisfactory and Tenant complies with all terms and conditions of this Lease, and subject to Landlord's right under Section 1.14 of this Lease, this Lease shall be renewed for up to one year. If the annual evaluation is unsatisfactory, Landlord may terminate this Lease at the termination date and Landlord may elect to seek another provider. The decision of the LPC or its designee is final.

- 1.17 Attachments/Exhibits:

Attachment 1: Lease Agreement - Part II (Revision dated 10/2006)
Attachment 2: Memorandum of Understanding

- Exhibit A: Legal Description of Land
- Exhibit B: Space Plan of Premises
- Exhibit C: General Rules and Regulations For Use of School Facilities
- Exhibit D: Holiday/Vacation Schedule and Charges

2. Additional insurance In the event that Tenant makes improvements to or renovates the Premises, Tenant, at its own expense, shall provide and keep in force, during the course of construction, **Builder's all risk insurance** in the amount of the value of the project. Insurance shall be written with carriers with a Best's rating of A or better. All carriers shall be licensed to do business in the State of Washington. The Landlord shall be listed as an additional insured with respect to coverages carried during the course of construction and shall have first loss payee rights with respect to any payments made as a result of losses incurred as a result of this project. Tenant shall provide Landlord with a Certificate of Insurance outlining the above terms prior to commencement of construction.

If Tenant hires contractors to make improvements, Tenant shall require its contractors and subcontractors to list Seattle School District as an additional insured on insurance policies under this Agreement. Certificates of insurance indicating such endorsement shall be forwarded to Landlord prior to the construction.

3. Special Provisions

- 3.1 Landlord, acting through its Board of Directors, shall approve the scope of health services offered on the Premises.
- 3.2 Tenant shall set medical policies and procedures, hire and supervise all clinic staff, and assume responsibility for the professional activities of the staff. Landlord's role in the clinic's operation shall be confined to referring students to the clinic through the school nurse.
- 3.3 It is the policy of the Seattle School District to require written parent or guardian permission for students' visits to and treatment on the Premises. Landlord and Tenant shall cooperate in the distribution and obtaining of appropriate consent forms, which shall describe the scope of health services approved by the District, from parents and guardians of Cleveland High School students. Tenant will make a good faith effort to secure such written consent in all cases, and will not provide treatment and services without such written consent except in situations (e.g., STD's, drug/alcohol, and mental health) where federal and/or state law require provision of treatment or services to minors without parent/guardian consent; provided, in no event shall any treatment or services exceed the scope of health services approved by the District.
- 3.4 Tenant shall retain all medical records, and such records shall be the property of Tenant, and not a part of student's educational records.
- 3.5 Tenant acknowledges that the Seattle-King County Department of Public Health has overall responsibility for evaluation of the teen health centers. Tenant agrees to cooperate in established evaluation process.

4. Waiver of Immunity: As provided in Part II, Paragraph 14.4, solely for the purpose of effectuating the indemnification obligations under this Lease, and not for the benefit of any third parties (including but not limited to employees of Tenant), Tenant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Furthermore, the indemnification obligations under this Lease shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable to or for any third party under worker compensation acts, disability benefit acts or other employee benefit acts. The parties acknowledge that the foregoing provisions have been specifically and mutually negotiated between the parties.

In the event of any conflict between this Part I - Lease Cover Sheet and the terms of Part II - Lease Agreement, the terms of this Lease Cover Sheet shall control.

Landlord:

Tenant:

SEATTLE SCHOOL DISTRICT NO. 1

KING COUNTY, WASHINGTON

By _____

By _____

Wayne Richardson, Manager, Real Estate Services

Its _____

Date _____

Date _____

Approved as to form only:

By _____

Tim Barnes, Sr. Deputy Prosecuting Attorney

Date _____

Public Health, Seattle - King County

By Bryan [Signature]

Dr. David Fleming, Director

Date 10-12-07



STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on

#4

16170

Attachment E

Agreement #1511

RENTAL AGREEMENT

This Rental Agreement allows the King County Department of Public Safety to rent space at 12629 "A" Renton Avenue South, Seattle, Wa. 98178

This Agreement includes the use of 1216 square feet of office space (See Exhibit A)

The premises will be utilized for a police precinct.

The King County Department of Public Safety will pay \$1300.00 per month for rent in 2008.

This agreement is effective January 1, 2008 to December 31, 2008. King County will have an option to renew for an additional year (2009); said option to be exercised by October 1, 2008. The rent for 2008 will be determined prior to that date.

(PLEASE SEE ATTACHED ADDENDUM)

The Lessor and King County agree that as to all third party claims, actions, or causes of actions of whatsoever kind or nature made or asserted against either or both of them, and arising out of the use of operation of the premises, each will be liable to the other to the extent of each other's fault 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 of a party to this Rental 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 Rental Agreement in defense of any such third party claims or actions.

LESSOR:

LESSEE: King County, Washington

BY: _____
Robert A. Pennini, Owner

By: Wayne Richardson
Wayne Richardson, Manager
Real Estate Services Section

Date: _____ Date: 10/17/07

BY: Evelyn E. Pennini
Evelyn E. Pennini, Owner
Date: 12-13-07

KING COUNTY SHERIFF
By: Sue Rahr
Sue Rahr, Sheriff
Date: 10/11/07

APPROVED AS TO FORM:
By: Tim Barnes
Tim Barnes, Senior Deputy
Prosecuting Attorney
Date: 10-16-07

5

16170

Attachment F

ADDENDUM TO RENTAL AGREEMENT

Lease #1469

This Rental Agreement allows the King County Department of Public Safety to rent space at 9609 16th Avenue SW, White Center, Washington and space designated as 9615 "C" 16th Avenue SW, White Center, WA

This Agreement includes the use of 950 square feet of office space as well as the approximately 650 square feet of lower level space

(See Exhibit A)

The premises will be used as a police substation. The lower level shall be used to collect shopping carts and for their distribution back to their owners.

The King County Department of Public Safety will pay \$960.00 per month for rent.

Telephone service, if desired, will be provided at the sole cost and expense of Lessee. Lessee shall pay the cost of water and sewer.

This agreement is effective **January 1, 2008 to December 31, 2008**, and shall terminate upon a sixty day (60) written notice by either party, from the 1st of the month.

Said Rental Agreement shall remain the same in all other respects.

CHUNG and DO INVESTMENTS, LLC

LESSEE: King County, Washington

By: _____

By: _____

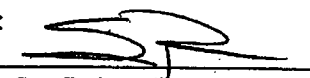
Tan Chung, Manager

Wayne Richardson, Manager
Real Estate Services Section

Date: _____

Date: _____

KING COUNTY SHERIFF:

BY: 

Sue Rahr, Sheriff

Date: 1/2/08

APPROVED AS TO FORM ONLY

By: _____

Tim Barnes, Senior Deputy
Prosecuting Attorney

Date: _____

16170

Attachment G

Lease # 1819

LEASE AGREEMENT

#6
THIS LEASE AGREEMENT, dated Jan 1, 2008 (for reference purposes only), is made between King County Fire Protection District No. 27, (hereinafter called Lessor) and King County, a political subdivision of the State of Washington (hereinafter called Lessee):

1. **Premises:** Lessor does hereby agree to lease to Lessee office space, comprising approximately 125 square feet, located in the south section of the fire station, to be used by officers employed with the King County Sheriff's Office. It is understood that the space is made available on a nonexclusive basis and that the Lessor will retain access to the space at all times.

2. **Term:**

2.1 The term of this lease shall be for 24 months, commencing on January 1, 2008 and shall terminate on December 31, 2009. Lessee shall give Lessor not less than sixty days written notice prior to the end of the Lease term if it intends to negotiate a renewal of the Lease term. Lessor shall give Lessee not less than sixty days written notice prior to the end of the lease term if it does not intend to negotiate a renewal of the lease term.

2.2 The County's obligations to Lessor, if any, that extend beyond the current calendar year are contingent upon approval of the lease by the King County Council or appropriation by the King County Council of sufficient funds to pay such obligations. Should such approval or appropriation not occur, this lease and all County obligations hereunder will terminate at the end of the current calendar year in which such approval or appropriation expires.

2.3 If Lessor cannot deliver possession of the premises to Lessee on the above commencement date, provided that delivery of premises can be made within a reasonable time frame, this lease shall not be void or voidable; but, in that event, there shall be a proportionate reduction of rent covering the period between the above commencement date and the time when Lessor can deliver possession.

3. **Rent:** Lessee covenants and agrees to pay Lessor, at Lessor's address, P.O. Box 609, Fall City, WA. 98024-0609 without deduction or offset, monthly rent in the amount of \$200.00, payable in advance, without prior notice or demand, on the first day of each month of the lease term. Rent for any fractional calendar month, at the beginning of the calendar term, shall be prorated.

4. **Utilities and Services:** The Lessee shall provide for, at its sole expense, any additional telephone lines, internet, LAN and or WAN data services that the agency may need. Upon termination of the lease the Lessee shall, at its sole expense disconnect and terminate any such services.

5. **Alterations and Maintenance:**

5.1 Lessee shall not make any alterations or additions to the premises without prior written permission of the Lessor, which consent shall not be unreasonably withheld.

6. **Indemnity and Hold Harmless:** Lessor and Lessee mutually agree that in any and all causes of action and / or claims, or third party claims, arising under the terms, use and /or operations of this lease, including the leased premises, each party shall be responsible to the other only to the extent of each other's comparative fault in causing alleged damages or injuries. Notwithstanding the provisions of paragraph 8 (below), each party agrees to indemnify the other to the extent of the indemnitor's and indemnity's proportional share.

As to any and all causes of actions and / or claims, or third party claims, arising under the sole fault of a party to this lease, 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 lease in defense of said claims and / or actions.

7. Insurance: The Lessee acknowledges, accepts, and agrees that the Lessor is insured for loss by standard peril. Lessor's insurance does not cover any furnishings or other property which is stored on the premises and belongs to the Lessee. The Lessor is not responsible for any damages to, or loss of any such furnishings or property regardless of the cause of such damage or loss. 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.

8. Arbitration: Lessor and Lessee agree that should any dispute arise concerning this lease both parties shall submit to binding arbitration.

9. Subletting and Assignment: Lessee shall not sublet the whole or any part of the premises, nor assign this lease or any interest thereof.

10. Damage or Destruction: In the event the premises are damaged to such an extent as to render them untenantable in whole or in part and Lessor elects to repair or rebuild, the work shall be prosecuted without unnecessary delay. Rent shall be abated while such work is in progress, in the same ratio that the portion of the leased premises that is unfit for occupancy shall bear to the whole of the leased premises. If after a reasonable time the Lessor shall fail to proceed to repair or rebuild, Lessee shall have the right to declare this lease terminated by written notice served on the Lessor.

11. Right of Entry: Lessor reserves and shall at any and all reasonable times have the right to enter the office, inspect the same, and to repair the premises, and further providing that the business of Lessee shall not be interfered with unreasonably. It is understood that the space is made available on a nonexclusive basis and that the Lessor will retain access to the space at all times.

12. Hazardous Substances:

12.1 Lessor and Lessee mutually agree that no generation, use, release, handling, transportation, treatment or storage of hazardous substances (hazardous substances) exist on the premises. Lessor acknowledges and fully discloses that the premises contain no Hazardous Substances as defined by applicable law. Upon the execution of this lease, if Lessor subsequently discovers the existence of Hazardous Substances on the premises, Lessor shall disclose this material fact and act within full compliance of all applicable laws, regulations and safety practices governing Hazardous Substances. Lessor and Lessee further mutually agree 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 lease, each party shall be responsible, to the to the extent of each others comparative fault in causing the alleged damages or injuries, and notwithstanding paragraph nine (above), each party agrees to indemnify, defend and hold harmless each other, their appointed and elected officials, employees and agents, from and against any and all claims, liabilities, damages, and expenses, including reasonable attorney fees, asserted against Lessor or Lessee by a third party, including without limitation, any agency or instrumentality of the federal government, state or local government, for injuries to persons, including death of a person, physical damage to or loss of use of property, or clean up activities (including but not limited to investigation, study, response, remedial action, or removal), fines or penalties arising out of or relating to the presence, release, or threat of release of a Hazardous Substance existing on or emanating from the premises, except that which existed or emanated from the premises prior to the Lessee's possession of the premises or to the extent caused by the act or omission of Lessor, which shall be the sole responsibility of Lessor..

12.2 Definition of Hazardous Substances: "Hazardous Substances" as defined in this lease shall mean:

- a. Any toxic substances or waste, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances; or

b. Any dangerous waste, hazardous waste, or hazardous substance as defined in:

i. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereinafter amended (42 U.S.C. § 9610 et seq.);

ii. Resource Conservation and Recovery Act, as now or hereafter amended (42 U.S.C. § 9610 et seq.);

iii. Washington Model Toxics Control Act, as now or hereinafter amended (R.C.W. Chs. 70.105, 70.105A and 70.105D); or

c. Any pollutant, contaminants, 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.

13. Waiver of Subrogation: Lessor and Lessee 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 a 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 release 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 release of subrogation rights shall not adversely affect or impair such policies or recovery by the insured thereunder.

14. Holding Over: If, with the Lessor's written consent, which such consent shall not be unreasonably withheld, Lessee holds possession of the premises after the term of this lease or any extension thereof, Lessee shall become a tenant from month-to-month upon the terms herein specified, but at a monthly rent equivalent to the then prevailing rent payable by Lessee at the expiration of the term of this lease or any extension thereof and subject to the continued application of the provisions of paragraphs four and five herein, payable in advance on the first day of each month.

15. Surrender of Premises: At the end of the term of this lease or any extension thereof or other sooner termination of this lease, Lessee will peaceably deliver up to the Lessor possession of the premises in the same condition as received, except for ordinary wear and tear and damage by earthquake, act of God or the elements alone. In addition, Lessee at Lessee's expense will remove Lessee's goods and effects and trade fixtures, and those of all persons claiming under Lessee, and Lessee will repair any damage resulting from such removal.

16. 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 will be in the county in which the premises is located.

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

19.1 As long as Lessee is not in default under this lease, no foreclosure of, deed given in lieu of foreclosure of, or sale under the encumbrance, and no steps or procedures taken under the encumbrance, shall affect Lessee's rights under this lease.

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

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

19.4 Lessee 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 lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

21. 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 shall not violate any of the terms of R.C.W. 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 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 will also comply with other antidiscrimination laws or requirements of any and all jurisdictions having authority.

22. Rules and Regulations: Lessee shall faithfully observe and comply with the memorandum of understanding, and all reasonable modifications of and additions thereto from time-to-time put in effect by Lessor.

23. Quiet Enjoyment: Lessor covenants and agrees Lessee, upon performance of all Lessee's obligations under this lease, shall lawfully and quietly hold, occupy and enjoy the premises during the term of this lease without disturbance by Lessor or by any person having title paramount to Lessor's title or by any person claiming under Lessor, subject to other terms and provisions of this lease and subject to all mortgages, underlying leases and other underlying matters of record to which this lease 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 addresses:

To Lessee: King County Real Estate Services Section
500 Fourth Avenue, # 500, King County Administration Building
Seattle, WA 98104

To Lessor: King County Fire Protection District #27
P.O. Box 609 - 4301 - 334 Place SE
Fall City, WA 98024-0609

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

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

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

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

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

29. Addenda: Any addendum attached hereto and either signed or initiated by the Lessor and Lessee shall be deemed a part thereof.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this lease on the dates specified below.

By: _____
Real Estate Services Section

Date: _____

By:  _____
King County Sheriff

Date: 1/2/08

APPROVED AS TO FORM ONLY:

By: _____
Sr. Deputy Prosecuting Attorney

Date: _____

LESSOR
King County Fire Protection District #27

By: _____
Chair of the Board

Date: _____

RENTAL AGREEMENT

This Rental Agreement allows the King County Department of Public Safety to rent space at 12629 "A" Renton Avenue South, Seattle, Wa. 98178

This Agreement includes the use of 1216 square feet of office space (See Exhibit A)

The premises will be utilized for a police precinct.

The King County Department of Public Safety will pay \$1300.00 per month for rent in 2008.

This agreement is effective January 1, 2008 to December 31, 2008. King County will have an option to renew for an additional year (2009); said option to be exercised by October 1, 2008. The rent for 2008 will be determined prior to that date.

(PLEASE SEE ATTACHED ADDENDUM)

The Lessor and King County agree that as to all third party claims, actions, or causes of actions of whatsoever kind or nature made or asserted against either or both of them, and arising out of the use of operation of the premises, each will be liable to the other to the extent of each other's fault 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 of a party to this Rental 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 Rental Agreement in defense of any such third party claims or actions.

LESSOR: LESSOR: King County, Washington
BY: _____ By: Wayne Richardson
Robert A. Pennini, Owner Wayne Richardson, Manager
Real Estate Services Section
Date: _____ Date: 10/17/07

BY: Evelyn E. Pennini KING COUNTY SHERIFF
Evelyn E. Pennini, Owner
Date: 10-13-07
By: [Signature]
Sue Rahr, Sheriff
Date: 10/11/07

APPROVED AS TO FORM:
By: [Signature]
Tim Barnes, Senior Deputy
Prosecuting Attorney
Date: 10-16-07

#7

16170

#1818

Attachment H

Carillon Point

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO OFFICE LEASE ("Amendment") is made and entered into effect the day of _____, 2008, by and between CARILLON PROPERTIES, a Washington General Partnership ("Landlord") and KING COUNTY, WASHINGTON ("Tenant"), to amend their Lease Agreement for office space dated October 15, 1990, and amended March 1, 1995, April 9, 1999, March 26, 2002 and May 2, 2005, (collectively "The Lease"), at the multi-use Development known as Carillon Point located in Kirkland, Washington, and legally described in said Lease. Capitalized terms not defined in this Amendment shall have the same meaning as defined in the Lease.

FOR GOOD VALUE AND CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Landlord and Tenant hereby amend the Lease as follows:

I. TEXT OF LEASE AMENDMENTS

A. Section 1(c) Term, Commencement and Expiration Dates. The extended term of this Fifth Amendment shall be thirty six (36) months commencing on April 1, 2008 ("commencement date") and expiring on March 31, 2011.

B. Section 1(d) Basic Rent. For the extended term, Tenant shall pay monthly Basic Rent of One Thousand Nine Hundred Fifty Four and 34/100 Dollars (\$1,954.34) per month based upon \$22.00 per rentable square foot of the Premises per year

Basic Rent includes the Base Amount, which shall be the Actual Expenses Allocable to the Premises for the 2002 calendar year ("Base Year"). In addition to Basic Rent, to the extent that the Actual Expenses Allocable to the Premises for each Lease Year exceeds the Base Amount, Tenant shall pay such excess as Additional Rent in the manner described in Section 6 of the Lease.

C. Storage. Landlord will continue to provide Tenant with storage space to the extent available. Tenant shall pay basic rent of twelve dollars per square foot (\$12.00/SF) for actual space leased which, currently is at 255 rentable square feet.

D. Exhibit D, D8. Escape Clause. For the extended term, this Section shall remain in effect:

Tenant's obligations to Landlord, if any, that extend beyond the current calendar year are contingent upon approval of the lease by the King County Council or appropriation by the King County Council of sufficient funds to pay such obligations. Should such approval or appropriation not occur, Tenant agrees to provide written notice to Landlord of its intent to terminate by December 1st of the then current calendar year, thereafter, the Lease Agreement and all Tenant's obligations hereunder, except those which specifically survive the expiration or termination of the Lease, will terminate at the end of the current calendar year in which such approval or appropriation expires.

E. Tenant Improvements. Pursuant to this Fifth Amendment, Landlord shall provide the Premises on an "As-Is" basis.

II. GENERAL PROVISIONS

Except as expressly provided in this Amendment, the Lease shall remain in full force and effect and unamended. In the event of any conflict between the express terms of this Amendment and the Lease, this Amendment shall control.

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

TENANT:

KING COUNTY, WASHINGTON

By _____
Manager, Real Estate Services Section

Date _____

KING COUNTY, PUBLIC SAFETY

By _____
Sheriff

Date _____

APPROVED AS TO FORM:

By _____
Senior Deputy Prosecuting Attorney

Date _____

LANDLORD:

**CARILLON PROPERTIES, a Washington
general partnership**

By **SKINNER DEVELOPMENT COMPANY**
a Washington Corporation, its Manager

By _____
Barbara Leland
Vice President & General Manager



#8

16170

#1829

Attachment I

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("First Amendment") is made and entered into as of this 24 day of January, 2008, by and between Curran Properties/Fairwood Square, LLC ("Landlord"), A Delaware limited liability company and King County Sheriff ("Tenant").

WITNESSETH

WHEREAS, Curran Properties/Fairwood Square, LLC ("Landlord") successor in interest to POB Apollo Fairwood, L.P., a Delaware limited partnership and King County Sheriff, ("Tenant") entered into a Lease dated May 1, 2005 referred to hereinafter as the "Lease"; for retail space located at 17620 140th Avenue, SE, C-10 in Renton, Washington (the "Premises").

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

- 1. **LEASE RENEWAL:** The Term of the Lease is hereby extended for three (3) years effective August 1, 2008 and expiring on July 31, 2011 (the "Expiration Date").
- 2. **TENANT IMPROVEMENTS:** Tenant accepts the Premises in "AS IS" condition.
- 3. **RENT:** Commencing August 1, 2008, Tenant's Fixed Minimum Rent obligation is as follows:

| Time Period | Monthly Minimum Rent |
|------------------|---|
| 8/1/08 - 7/31/09 | \$1,925.00 \$ (833.00) security presence credit \$1,092.00 per month for rent |
| 8/1/09 - 7/31/10 | \$2,000.00 \$ (833.00) security presence credit \$1,167.00 per month for rent |
| 8/1/10 - 7/31/11 | \$2,050.00 \$ (833.00) security presence credit \$1,217.00 per month for rent |

Tenant is exempt from paying its' proportionate share of operating expenses which include property taxes, insurance and maintenance.

- 4. **LANDLORD'S ADDRESS FOR NOTICES.** All notices under this Lease shall be in writing effective when delivered in person, or if mailed, upon deposit in the United States mail, certified and postage prepaid and addressed to the address of Landlord as follows:

Curran Properties, L.P.
c/o CCD Enterprises, Inc.
1555 132nd Avenue NE, Suite B
Bellevue, Washington 98005

- 5. **TENANTS BUSINESS ADDRESS FOR NOTICES.** All notices under this Lease shall be in writing effective when delivered in person, or if mailed, upon deposit in the United States mail, certified and postage prepaid and addressed to the address of Landlord as follows:

King County Sheriff
17620 140th Avenue, SE, Suite C-10
Renton, Washington 98058

ORIGINAL

6. **AMENDMENT TO LEASE.** This Amendment is and shall constitute an amendment to the Lease and shall be effective as of the date of this Amendment. Except as modified hereby, all of the terms and conditions of the Lease shall remain in full force and effect.

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

LANDLORD:

Curran Properties/Fairwood Square, LLC
A Delaware limited liability company

By: CCD Enterprises, Inc., a Washington corporation, its Manager

By: _____
David M. Lamont

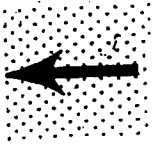
Its: President

TENANT:

King County Sheriff Department

By: [Signature]

Its: Acting Sheriff
For Sue Rake



FOR AN ACKNOWLEDGMENT IN A CORPORATE CAPACITY:

State of _____)
County of _____) ss

On this _____ day of _____ 2008 before me personally appeared David M Lamont to me known to be the President of CCD Enterprises, Inc., Manager of Curran Properties/Fairwood Square, L. L. C. the corporation that executed the within and foregoing instrument, and acknowledged the same 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 he was authorized to execute said instrument.

Dated: _____

Notary Public - Signature

Type or Print Name of Notary

(SEAL OR STAMP)

State of _____

Residing in _____

Appointment expires: _____

ORIGINAL

LESSEE: King County, Washington

By: _____

Manager, Real Estate Services Section

Date: _____

APPROVED AS TO FORM ONLY:

By: _____

Senior Deputy Prosecuting Attorney

Date: _____

#9

16170

1637

Attachment J

4th LEASE AMENDMENT AND RENEWAL Lease #1637

THIS AGREEMENT is dated this day of , 2008 by and between **RAMDAS INVESTMENTS, LLC**, "Landlord"; and **KING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON**, "Tenant".

RECITALS

A. Landlord, by that certain Lease dated April 29, 1998, as amended by an Amendment to Lease dated May 26, 2000, and as further amended by a 2nd Lease Amendment and Acknowledgement of Month to Month Term dated April 19, 2004, and with a 3rd Lease Amendment and Extension dated May 18, 2006, collectively "the Lease", leased to Tenant certain real property located within **Briarwood Shopping Center** and premises address of **12644 SE 128th St., Renton, WA 98058**.

B. Tenant and Landlord hereby express their mutual desire to renew the lease agreement and to amend, by this writing, those terms, covenants and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. **Commencement and Term.** The renewed term shall commence contemporaneously with the expiration of the existing lease term on June 1, 2008. The renewed lease term shall be for a period of **three (3) years** and shall expire on May 31, 2011.

2. **Rental Payments.** Pursuant to the terms of the Lease and notwithstanding anything to the contrary, the renewed term base rental shall be as follows:

| Years | Period | Monthly Base Rent |
|--------------|----------------------|--------------------------|
| 1 - 3 | 6/1/2008 - 5/31/2011 | \$1,600.00/Month, NNN |

3. **Tenant Expenses.** In addition to the Monthly Base Rent as described in the above rental schedule and during the term of this renewed period as herein granted Tenant shall be responsible for its pro rata share ("Tenant's Share") of Real Estate Taxes "Tax", and Insurance as currently provided for. Commencing upon the renewed term Tenant shall commence the payment of Tenant's share of Common Area Maintenance "CAM" and therefore Tenant shall have a true triple net ("Net, Net, Net")-lease. Tenant's pro rata share of CAM, Real Estate Taxes and Insurance to be paid by Tenant to Landlord shall be a fraction of such CAM, Real Estate Taxes and Insurance costs, the numerator of which is the square footage of floor area leased to Tenant, and the denominator of which is the total square footage of floor area of all buildings in that portion of the Shopping Center owned by Landlord and which buildings that are subject to the CAM, Tax and Insurance which is being prorated, excluding any outside nursery or display areas and any mezzanine space used solely for employee facilities and/or for office space related to retail sales made by the occupant on the occupant's premises. The parties acknowledge that one or more of the occupants in the Shopping Center may have the right, from time to time, to maintain, operate and repair certain portion(s) of the Landlord common areas. It is agreed that during any period of time that any such occupant operates, maintains and/or repairs such portion of Landlord common areas, Tenant and other occupants of the center shall pay all of such common area costs to the extent not required to be paid by such occupants who are maintaining, operating and/or repairing certain portions of such common areas, based on the respective floor areas occupied by Tenant and other remaining occupants of the center (i.e., a fraction of which the numerator is the gross leasable area of the premises and denominator which is the gross leasable area of the shopping center, excluding the floor area of such occupants who have elected to separately maintain, operate and/or repair). A current 2008 Budget depicting the estimated cost of CAM, Tax and Insurance is attached hereto as Exhibit "A".

KING COUNTY, WASHINGTON

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2008, before me, a Notary Public in and for the State of Washington, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Manager, Real Estate Services Section of King County, Washington to be the free and voluntary act and deed of said entity for the uses and purposes mentioned in the instrument.

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

Signature of Notary Public

(Print Name)

NOTARY PUBLIC in and for the State

of Washington, residing at _____

My appointment expires _____

CARILLON PROPERTIES

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2008, before me, a Notary Public in and for the State of Washington, personally appeared Barbara Leland, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as Vice President of Skinner Development Company, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

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

Signature of Notary Public

(Print Name)

NOTARY PUBLIC in and for the State

of Washington, residing at _____

My appointment expires _____

Type of Document: _____

Document Date: _____

Number of Pages: _____

4. **Ratification.** Except as herein amended, the Lease is hereby ratified and confirmed in all respects and all other terms of the Lease shall remain in full force and effect.

5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one instrument, and the signature of any party to any counterpart shall be deemed the signature to and may be appended to any other counterpart.

6. **Form of Document.** This form has been read in its entirety by the parties to this agreement and is deemed acceptable for use by the parties hereto. No representations or recommendations as to the legality or correctness of this document is made by the property management company, real estate broker and/or any agents or employees of the property management company or real estate broker, collectively "Agent". If the parties hereto have any question or concern whatsoever about this document or what affect it may have upon his, her or their rights and interest, such party should consult an attorney or lawyer of such party's choice about such questions or concern. The parties hereto shall indemnify, protect, defend and hold Agent harmless from all claims, loss, damage, liability and costs, including actual attorney fees arising from or as a result agreement.

IN WITNESS WHEREOF, this instrument has been signed on the date first above written.

LANDLORD:
Ramdas Investments, LLC

By: _____
It's: _____
Date: _____

TENANT:
King County, a political subdivision of the
State of Washington

APPROVED AS TO FORM ONLY

By: Tim Barnes
Senior Deputy Prosecuting Attorney

KING COUNTY SHERIFF

By: Sue Rahr, Sheriff

Real Estate Services Section

By: Wayne Richardson, Manager
Date _____

LANDLORD NOTARY

State of WASHINGTON)
)SS.
County of KING)

On this _____ day of _____, 2008 before me, a Notary Public in and for the State of WASHINGTON duly commissioned and sworn, personally appeared BALJINDER BUTTAR of RAMDAS INVESTMENTS, LLC to me known to be the MANAGING PARTNER named in and which executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year above written.

NOTARY PUBLIC for the State of _____
residing at _____
My commission expires _____

TENANT NOTARY

State of WASHINGTON)
County of KING)SS.

I CERTIFY THAT _____ SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED BY THE KING COUNTY EXECUTIVE TO EXECUTE THE INSTRUMENT, AND ACKNOWLEDGED IT AS THE _____ OF KING COUNTY, WASHINGTON TO BE THE FREE AND VOLUNTARY ACT OF SAID COUNTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

Date: _____

NOTARY PUBLIC in and for the State of Washington
residing at _____ . My
appointment expires _____ .

Given under my hand and official seal this _____, day of _____, 2008.

EXHIBIT "A"

2008 BUDGET

BRIARWOOD CENTER 2008 BUDGET.xls

PROPATA

| | King County Sheriff 1,288 |
|-------------------------------------|---------------------------------|
| CAM | |
| Landscape - Maintenance | \$ 214.74 |
| Putting Lot Sweep | \$ 188.54 |
| Day Power | \$ - |
| Pest Control | \$ 32.00 |
| Winter Services | \$ 61.26 |
| Fire Monitor - Mall | \$ 379.72 |
| Fire Monitor - Bldg G | \$ - |
| Security | \$ - |
| HVAC Maintenance | \$ 90.36 |
| Light Bulbs & Fixtures | \$ - |
| R & M - Gravel Maintenance | \$ 17.70 |
| R & M - Parking Lot | \$ 95.98 |
| R & M - Parking Lot Lighting | \$ 21.90 |
| R & M - Pressure Wash | \$ 58.08 |
| R & M - Parking | \$ - |
| R & M - Electrical | \$ - |
| R & M - HVAC Service | \$ - |
| R & M - Locks/Doors | \$ - |
| R & M - Other | \$ - |
| R & M - Roof | \$ 75.11 |
| R & M - Sign Lines/Repairs | \$ 11.84 |
| R & M - Holiday Decorations | \$ - |
| R & M - Plumbing | \$ 15.02 |
| R & M Window Washing/Repair | \$ - |
| Wash Water | \$ - |
| Waste/Recycling 12509-12545 | \$ 370.90 |
| Waste/Recycling - C & K Hook | \$ - |
| Water - Irrigation/Use | \$ 57.21 |
| Electric - Bldg/Use | \$ 222.67 |
| Septic System | \$ 181.92 |
| Fluently Food Mart Septic | \$ - |
| Gas/Use - Bldg/Use | \$ 795.10 |
| Gas/Use - Bldg/Use | \$ 291.90 |
| Electric - 12509 & Hook | \$ - |
| Police Expense | \$ 2.68 |
| Maintenance Fee | \$ 795.20 |
| TOTAL CAM | \$ 4,483.18 |
| INSURANCE | |
| Insurance | \$ 378.43 |
| Public Liability | \$ 11.61 |
| TOTAL INSURANCE | \$ 390.04 |
| REAL ESTATE TAX | |
| Taxes - Shop #187981-0000-00 | \$ 67.85 |
| Taxes - Repair #107981-0000-02 | \$ - |
| Taxes - C & K Hook #187981-0000-04 | \$ - |
| Taxes - Shop/Mech #187981-0000-03 | \$ 1,708.78 |
| TOTAL TAXES | \$ 1,776.63 |
| TOTAL MONTHLY EXPENSES | \$ 6,649.85 |
| MONTHLY TOTAL | \$ 662.88 |
| PSF | \$ 3.12 |
| MONTHLY CAM, MGMT, UTILITIES | \$ 540.25 |
| MONTHLY INSURANCE | \$ 57.69 |
| MONTHLY TAX | \$ 154.90 |
| MONTHLY TOTAL | \$ 752.84 |

3/24/2008

10

16170

Attachment K

Lease #1592

FOURTH ADDENDUM TO LEASE

THIS ADDENDUM is entered into this the _____ day of _____ 200____, by and between ANMARCO, a Washington General Partnership and hereinafter called "Lessor", and KING COUNTY, a political subdivision of the State of Washington, hereinafter called "Lessee".

RECITALS

- A. Lessor and Lessee entered into a non-residential shopping center lease, hereinafter referred to as the "Lease #1592" on June 16, 1999, for a certain space at the Cottage Lake/Fragner Building Shopping Center located in Woodinville, WA, said demised premises more fully described as 19145 NE Woodinville Duvall Road, space 1, consisting of approximately 1,000 sq. ft. and hereinafter referred to as the "Leased Premises". In addition Lessor and Lessee executed a First Addendum to Lease on June 1, 2002, Second Lease Addendum on June 8th, 2005, and the Third Lease Addendum on June 7, 2006.
- B. Lessor and Lessee intend, by the execution and delivery of this addendum to supplement the Lease in certain material respects. The execution and delivery of the Lease and the execution and delivery of this Addendum are a single interrelated transactions;
- C. Unless otherwise noted, all capitalized terms herein have the same meanings as set forth in the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, Lessor and Lessee agree to add the following to the Lease:

- 1. Lessee desires to renew the Lease for thirty six (36) months.
- 2. Rent for the Lease term shall be:
 - January 1, 2008 - December 31, 2008 \$1,875.00 per month
 - January 1, 2009 - December 31, 2009 \$1,958.33 per month
 - January 1, 2010 - December 31, 2010 \$2,041.67 per month
- 3. Upon execution of the Fourth Addendum to Lease, Landlord shall provide new floor coverings.
- 4. Tenant shall remain responsible for reimbursing the Landlord for triple net charges.
- 5. In the event that the Landlord redevelops the Premise, the Landlord shall have the right at any time during the lease addendum, to terminate the lease with six (6) months written notice to Tenant.

6. The County's obligations to Lessor, if any, that extend beyond the current calendar year are contingent upon approval of the lease by the King county Council or appropriation by the King County Council of sufficient funds to pay such obligations. Should such approval or appropriation not occur, this lease and all County obligations hereunder will terminate at the end of the calendar year in which such approval or appropriation expires.

EXCEPT as specifically incorporated herein, all other provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, this Lease Addendum is executed the day first hereinabove written.

ANMARCO,
A Washington General Partnership

KING COUNTY, WASHINGTON

Gary M. Merlino, Partner

By: Wayne Richardson, Manager
Real Estate Services Section

Dated: _____

Dated: _____

KING COUNTY LICENSING



By: _____

Dated: 12/21/07

APPROVED AS TO FORM

Tim Barnes,
Senior Deputy Prosecuting Attorney

Dated: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that GARY M. MERLINO is the person who appeared before me and acknowledged that he signed the instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as managing partner of ANMARCO, a Washington general partnership, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: _____

Signature

Name (Print)

Title

My Appointment Expires

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and acknowledged that he signed the instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as _____ of King County and to be the free and voluntary act of such organization for the uses and purposes mentioned in the instrument.

Dated: _____

Signature

Name (Print)

Title

My Appointment Expires

11

16170

Attachment L

Lease #1633

AGREEMENT AND AMENDMENT OF LEASE

This agreement and amendment of lease agreement is made this _____ day of _____, 2008.

RECITALS

1. King County, a political subdivision of the State of Washington, (Lessee) entered into a lease with David J. Courtney, Lessor, for space located at 13680 N.E. 16th Street, Suite 200, Bellevue, Washington, 98005 on June 1, 1998. The term of the lease was for three (3) years. The lease was amended on June 1, 2001 and the term was extended five (5) years, to May 31, 2006; it was amended in 2006 for a two year extension, to May 31, 2008.
2. King County and David J. Courtney, Lessor, now desire to extend the term of the lease for five (5) years, to May 31, 2013.
3. The rent will increase by 5% to \$8012.99 per month, effective June 1, 2008. The rental amount will increase by 5% on June 1 2009, 2010, 2011 and 2012.

NOW THEREFORE, KING COUNTY and David J. Courtney agree as follows:

By this Amendment, King County and David J. Courtney agree that effective June 1, 2008, the lease term will be extended by five (5) years, to May 31, 2013. The rental rate will increase to \$8012.99 per month on June 1, 2008. The rent will increase by 5% on June 1, 2009, 2010, 2011 and 2012.

The County's obligations to Lessor, if any, which extend beyond the current calendar year are contingent upon approval of the general appropriation ordinance by the King County Council for sufficient funds to pay such obligations in future budget years. Should such approval not occur, this lease and all County obligations hereunder will terminate at the end of the current year.

All other terms and conditions of the 1998 master lease shall remain in effect.

IN WITNESS WHEREOF, this Agreement and Amendment of Lease is executed in triplicate, on behalf of King County and David J. Courtney.

David J. Courtney, Lessor

KING COUNTY, WASHINGTON
BY: _____

DATE _____

Real Estate Services Section
Date _____

Juvenile Court Services
By: _____
Date _____

APPROVED AS TO FORM ONLY:
By: _____
Tim Barnes,
Senior Deputy Prosecuting Attorney
Date: _____

12

MAR-09-2007 FRI 11:40 AM DIS 082

FAX NO. 3605868415

LEASE 1879.

Attachment m

16170



Washington State Department of Information Services

COMPUTER SERVICES DIVISION SERVICE LEVEL AGREEMENT

| | |
|--------------------------------------|-------------|
| "A'La Carte" Server Hosting Services | King County |
|--------------------------------------|-------------|

| |
|---|
| DIS Service Level Agreement Number 2007-001 |
| DIS Customer Service Agreement Number: 8170-0 |

King County Office of Information Resources Management
700 Fifth Avenue, Suite 2300
Seattle, WA 98104-5002

TERMS & CONDITIONS

1. PURPOSE:

This Service Level Agreement Number 2007-001 (SLA) is executed by the Department of Information Services (DIS), Computer Services Division (CSD) and King County (KC) pursuant to the terms and conditions of Customer Service Agreement Number 8170-0 (CSA). The parties acknowledge they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the CSA. This SLA sets forth the obligations of the parties with respect to DIS' provision of "A'La Carte" Server Hosting Services to KC. This SLA also outlines the management disciplines that DIS shall follow when providing service to KC.

This SLA does not remove or reduce any non-referenced services provided by DIS. This SLA will not be in effect during any period of interruption to DIS' processing capability caused by a failure of the DIS Datacenter Facility as declared by the Director of DIS.

2. TERM:

The term of this SLA is effective upon the date of execution by both parties and shall remain in full force and effect until terminated by either party. DIS shall provide KC at least 180 calendar days written notice prior to termination. KC shall provide DIS at least 60 calendar days written notice prior to termination. This SLA shall be reviewed annually.

3. DEFINITIONS:

"A'La Carte" Room 3: A room with raised floor within the DIS datacenter where non-DIS managed servers is hosted.

Caged Area: Space specifically designed for KC within "A'La Carte" Room 3 that is enclosed in a standard datacenter cage.

Change: A material difference in the "A'La Carte" Server Hosting Services operating environment that may have the potential for causing a degradation of services.

Datacenter Facility: The "A'La Carte" Room 3 and the Caged Area.

Facility: The Datacenter Facility and the Office Space.

Incident: An event that interrupts or degrades the delivery of a DIS service.

Office Space: Secure space adjacent to "A'La Carte" Room 3 that is used for KC storage, equipment staging, and disaster recovery exercise command center.

Problem: Any actual or perceived interruption or degradation of hardware, software, network, or other service which in any way impacts delivery of service at any level.

Service: May include but is not limited to requests for additional server cabinet space requirements, additional power requirements, and telephone lines located in the Caged Area and/or Office Space.

4. DIS SERVICE OFFERINGS:

DIS provides services to eligible organizations (RCW chapters 39.34 and 43.105) that have signed Customer Service Agreements with the Department of Information Services. A list of these services may be found at http://portalmail.dis.wa.gov/alpha_services_list.aspx#s.

5. GENERAL EXCLUSIONS:

DIS does not support the following services:

- 5.1. User support outside the State Network (supporting only system within the State Network).
- 5.2. Implementation and management of Customer application programs.
- 5.3. Implementation and management of Customer LAN environment (i.e., firewalls, hubs, servers, workstation, etc.)

6. SERVICE DESCRIPTION:

DIS shall provide the following services to KC:

- 6.1. Caged datacenter space and utilities within the DIS datacenter, known as the Caged Area. See section 12 and Attachment A for specific details.
- 6.2. Caged office space and utilities, including telephone, known as the Office Space. See section 12 and Attachment A for specific details.
- 6.3. Upon request managed services, including server status reporting and reboots.

7. CHANGE MANAGEMENT:

- 7.1. DIS will ensure strict adherence to DIS Problem and Change Management Policy. See section 11 for a description of the problem and change management categories and the advance notice that DIS shall provide to KC prior to any change affecting KC.
- 7.2. No software or hardware, configuration and application changes will be made by DIS without explicit documented consent from KC's point of contact to authorize and approve changes.
- 7.3. If a KC requested change is needed, KC will submit a written Service request to the DIS Production Services Automations Group and DIS will process the Service request according to the DIS Problem and Change Management Policy documented in section 11.

8. DIS SCHEDULED MAINTENANCE:

DIS requires regularly scheduled maintenance support of all DIS services. These scheduled maintenance windows will only be used when necessary (network, hardware and software upgrades, software patches, faulty hardware replacement, application changes, etc.). This will involve notification as specified below with mutual agreement between KC and DIS on the specific timing for

scheduled maintenance. DIS will make every effort to perform scheduled maintenance according to customer requirements.

9. DIS SCHEDULED MAINTENANCE WINDOWS:

- 9.1. RBS Server Farm and Internet Services - Saturday 8:00 AM to Sunday 6:00 PM
- 9.2. CSD/MVS S390 Mainframe - 1st, 3rd and last Monday 12:00 AM - 4:00 AM
- 9.3. CSD/Unisys Mainframe - 1st, 3rd and last Sunday/Monday 10:00 PM - 2:00 AM
- 9.4. TSD/SNA Network - Every Thursday 2:00 AM - 6:00 AM
- 9.5. TSD/WAN Network - Every Monday 12:00 AM - 4:00 AM
- 9.6. These maintenance windows are used for any scheduled maintenance required on DIS-supported systems. Specifics of the scheduled maintenance to be performed, and what it will affect, are documented in the change planner as part of the change management procedures. The change planner is distributed weekly at <http://change.dls.wa.gov/custplan.doc> and includes all changes in category 1 and 2 in the DIS Problem and Change Management Policy documented in section 11. DIS will email the change planner to the KC point of contact weekly.

10. INCIDENT MANAGEMENT:

- 10.1. DIS shall provide the KC point of contact immediate notification of identified events that have or may have an adverse affect on service delivery to the KC, including notification of any unplanned switch to generator power in the Facility.
- 10.2. The DIS Help Desk, available 24 x 7, is the single point-of-contact for KC Incident reporting, escalation and notification in accordance with the DIS ITSM Operations Manual. For incident management see <http://doem.dls.wa.gov/sec07.htm>. For notification management see <http://doem.dls.wa.gov/sec22.htm>, sections Problem Event Communication (Customer Communication), Problem Notification Time Requirements, and Escalation Levels. See section 18 for DIS Help Desk contact information. DIS will provide an update of the incident management and notification management sections of the DIS ITSM Operations Manual to the KC point of contact when it changes.

11. DIS PROBLEM AND CHANGE MANAGEMENT POLICY:

DIS shall notify KC of changes based on the following categories:

- 11.1. *Category 1 - requires 30 calendar days advance notice* - Complex, difficult to apply, difficult to back out, high visibility potential (examples: software upgrade, new releases, major hardware).
- 11.2. *Category 2 - requires 21 calendar days advance notice* - High risk, failure would impact, moderate visibility potential (examples: new program service or program product, new control unit, minor hardware).
- 11.3. *Category 3 - requires 8 calendar days advance notice* - High probability of success, back out is low impact, low visibility (examples: add a single node, routine software modification, minor, or peripheral hardware).
- 11.4. *Category 4 - requires 4 days advanced notice* - Proven success, failure will not impact, spoolfile correction (examples: correction already applied, dataset movement, terminal installation, generator exercises, SCAN switch, CPU roll).
- 11.5. *Category E - Immediate notice with complete reporting after the fact* - Problem resolution, reactive, failure impact users (examples: fix ABEND, restore on-line service, and restore service on information processing and network environments).

- 11.6. This policy can be found at in the DIS ITSM Operations Manual at <http://dcem.dis.wa.gov/sec06.htm>. DIS will provide an update of the change management section of the DIS ITSM Operations Manual to the KC point of contact when it changes.

12. PHYSICAL ENVIRONMENT MANAGEMENT:

DIS shall provide the following physical environment to KC and shall manage the physical environment so that it is in good working order for KC use:

- 12.1. General datacenter provisions for the Datacenter Facility include the following:
- 12.1.1. Physical security guarded, access electronically monitored, video taped and logged
 - 12.1.2. Environmental controls and monitoring of the physical environment
 - 12.1.3. Fire detection and suppression systems
 - 12.1.4. Conditioned power (110-208 volt)
 - 12.1.5. Un-interruptible power supply
 - 12.1.6. Raised floor
 - 12.1.7. HVAC
 - 12.1.8. Hourly walkthrough
- 12.2. Provisions for the Office Space include the following:
- 12.2.1. Physical security guarded, access electronically monitored and logged
 - 12.2.2. Fire detection and suppression systems
 - 12.2.3. Conditioned power (110-208 volt)
 - 12.2.4. Un-interruptible power supply
 - 12.2.5. Non-raised floor
 - 12.2.6. Telephones

13. SECURITY MANAGEMENT:

- 13.1. DIS policy allows physical access to the Facility by authorized personnel only. DIS will provide all badges to the Facility. DIS shall provide un-escorted badges for staff, visitors and vendors that are pre-approved on the KC customer access list provided by the KC point of contact. DIS shall provide escort-required visitor and vendor badges to walk-ins when accompanied by an authorized KC staff that is on the KC customer access list.
- 13.2. The KC customer access list and badges will be stored and maintained by DIS Security office.
- 13.3. All KC staff, visitors and vendors requesting any badge type from the DIS Security office must provide a driver's license or other form of acceptable identification, such as a passport, federal identification, or other. No one without a DIS Security issued badge shall be allowed into the Facility.
- 13.4. DIS will secure the Facility against known security risks. Any observed security breaches or suspicious activity within the Facility will be reported to the KC point of contact.
- 13.5. In lieu of KC installing its own video monitoring cameras in the Facility, DIS shall use its video cameras to monitor the Facility for KC, will immediately notify KC of any abnormal activities, and will provide a monthly monitoring status report to KC. DIS will save the tape of this activity for 90 calendar days. Should KC decide to investigate any abnormal activities recorded by the video monitoring cameras, DIS shall provide a copy of the video to KC for its use."

14. RIGHT OF FIRST REFUSAL:

KC shall have the right of first refusal on space adjacent to the Caged Area and/or Office Space.

15. DIS ROLES AND RESPONSIBILITIES:

- 15.1. DIS will provide upon request to KC a monthly report of all access history for all secure doors into the Caged Area and the Office Space.
- 15.2. DIS shall provide redundant HVAC to the Facility and manage the Facility environmental controls to maintain a Facility temperature of 70 degrees Fahrenheit plus or minus five degrees and a reading of 50 percent relative humidity plus or minus five percent at all times.
- 15.3. DIS shall provide conditioned power via an un-interruptible power supply in the Facility.
- 15.4. DIS shall provide a fully redundant power infrastructure in the Facility that includes generator support in the event of a utility outage.
- 15.5. DIS shall provide and manage the Facility fire detection system and the dry chemical fire suppression system.
- 15.6. DIS shall provide hourly Datacenter Facility safety check walkthroughs and will notify DIS Security of excessive heat, malfunctioning equipment, strange sounds and unusual odors. DIS will escalate any incident that pertains to KC to the KC point of contact, KC emergency contact person for the identified server cabinet, and DIS facility manager.
- 15.7. DIS will provide a "notice of change" to KC of any emergency maintenance work that needs to be accomplished in the Datacenter Facility. Initial notice will be sent to the KC point of contact from the DIS Help Desk through the escalation notification process. KC point of contact and DIS will coordinate and agree on dates and times.
- 15.8. DIS shall clean the floors in the Caged Area and Office Space as needed, and will empty garbage receptacles in the Office Space daily.
- 15.9. DIS Help Desk will route all requests from KC for Service and Incidents to the proper DIS group.
- 15.10. DIS may review and update these roles and responsibilities with KC when the need arises and during the annual review of this SLA.

16. KC ROLES AND RESPONSIBILITIES:

- 16.1. KC staff, vendors and visitors authorized to have access to the Datacenter Facility are responsible for ensuring that their use of the Facility is not detrimental to any hardware/software or connectivity provided in the Facility.
- 16.2. All activity within the Facility must be lawful and follow DIS and KC policies. If there is a conflict between DIS policy and KC policy, DIS policy related to the Facility will take precedence.
- 16.3. KC staff, vendor, and visitors authorized to access the Facility must not allow unauthorized users to access the Facility.
- 16.4. KC will provide a master key for server cabinets to DIS for DIS use in the case of an emergency.
- 16.5. KC shall maintain a pre-approved list of authorized, staff, vendors and visitors who may have access to the Facility, and shall provide this list and any updates to the DIS DL Production Services Automation group.
- 16.6. KC staff, vendors and visitors shall have no food or drink on the raised floor in the Datacenter Facility.
- 16.7. KC will purchase and coordinate the fiber and copper cable installation and cable management above the raised floor in the Caged Area. KC may provide its own server cabinets for the Caged Area or may lease cabinets from DIS upon request (price for leased cabinets is not included in Attachment A).
- 16.8. KC is responsible for any infrastructure service brought in to the Caged Area by a third party.
- 16.9. KC shall install all cable routing in the Datacenter Facility above the raised floor.

- 16.10. KC shall keep all Datacenter Facility areas neat and orderly at all times.
- 16.11. KC will not remove any raised floor tiles or operate any HVAC or power infrastructure controls in the Datacenter Facility.
- 16.12. KC will report any excessive heat, malfunctioning equipment, strange sounds and unusual odors in the Facility to the DIS Security office.
- 16.13. KC shall receive DIS approval prior to implementing any infrastructure in the Caged Area.
- 16.14. KC point of contact shall provide notice of corrective actions to DIS within 10 working days after receiving a written security Incident report from DIS. Any disputes regarding a security Incident shall be worked out between the KC point of contact and the DIS Customer Representative.
- 16.15. KC will provide to DIS a list of all equipment in the Caged Area that shall be included in the DIS managed service for KC. The equipment list will include a keyword identifier (e.g.CUSTOMERS1) that will help DIS identify the equipment for timely problem resolution.
- 16.16. KC will route all requests for Service through the DIS Production Services Automations Group.
- 16.17. KC will route all Incidents through the DIS HELP DESK.
- 16.18. KC will provide to DIS an emergency contact list, including a contact for each server cabinet.
- 16.19. KC will provide to DIS a schedule of planned disaster recovery exercises 30 calendar days in advance of an exercise and will notify DIS of any Service requests needed for the exercise.
- 16.20. KC may review and update these roles and responsibilities with DIS when the need arises and during the annual review of this SLA.

17. KING COUNTY CONTACT LIST:

| | |
|------------------------------|---|
| King County Point of Contact | Barbara Larson (206) 263-4516 Barbara.Larson@metrokc.gov |
| Signature/Purchase Authority | Dana Spencer Interim Director of Service Development (206) 205-9234 Dana.Spencer@metrokc.gov |
| Billing Contact | Barbara Larson (206) 263-4516 Barbara.Larson@metrokc.gov |
| Billing Code/Account Number | 8440-ZS800-DC |

18. DIS CONTACT LIST:

| | |
|-------------------------|---|
| DIS Contact | DIS Production Services Automations (360) 902-3250 DIS DL Production Services Automation |
| DIS Help Desk | (360) 753-2454 or 1-888-241-7597 HelpDesk@DIS.WA.GOV |
| Customer Representative | Laura Parma |

(360) 725-5321
LauraP@dis.wa.gov

19. SERVICE FEE:

- 19.1. The monthly service fees and installation fees are set forth in Attachment A of this SLA. Fees shall not exceed those identified in Attachment A without KC's written approval.
- 19.2. Monthly billing for this service fees will begin after the Caged Area and the Office Space are accepted by KC. Installation fees shall be billed after KC acceptance of the Caged Area and the Office Space.
- 19.3. Billing for the first month shall be prorated based on the number of calendar days remaining in the month after KC acceptance of the Caged Area and the Office Space.
- 19.4. DIS and KC will hold annual SLA review meetings commencing one (1) year from the date this agreement is signed, weekends and holidays excluded. The purpose of these meetings will be to review pricing and levels of support associated with the services provided by DIS in this agreement. If KC agrees that the service level has changed, DIS may propose price adjustments to Attachment A to reflect those changes.
- 19.5. Pricing identified in Attachment A shall be reviewed and adjusted with KC approval when hardware is added or deleted. All pricing will be communicated in writing by DIS to KC and must be approved by KC in writing prior to any change in Attachment A.
- 19.6. Should DIS require KC to move its equipment and infrastructure located in the Caged Area and/or Office Space to another building, the costs for any such move shall be borne by DIS.

20. SERVICE LEVEL AGREEMENT CHANGES:

- 20.1. This document may be changed at any time upon written mutual agreement of the parties.

21. ORDER OF PRECEDENCE:

- 21.1. If there is a conflict between this SLA and the Customer Service Agreement, the conflict will be resolved by giving precedence first to this SLA and then to the Customer Service Agreement.

22. ACCEPTANCE:

- 22.1. This SLA constitutes the entire agreement between both parties and supersedes all other communication, written or oral, related to the subject matter of this SLA. The Parties hereby acknowledge and accept the terms and conditions of this SLA.

IN WITNESS WHEREOF, the parties have executed this Service Level Agreement.

APPROVED
State of Washington
Department of Information Services
Computer Services Division

APPROVED
King County

Cammy Webster
Signature

Dana Spencer
Signature

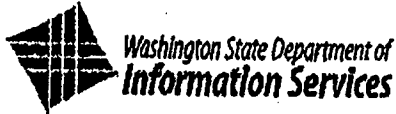
Cammy Webster
Print or Type Name

DANA SPENCER
Print or Type Name

CSD Assistant Director
Title Date 3/8/07

Interim Dir.
of Service Devel.
Title Date 3/12/07

Approved as to form only:
Mahamud Odeh
3/12/07



| | |
|---|------------------------------|
| Summary of Fees for DIS Datacenter Caged Area and Office Space | Attachment A 2007-001 |
|---|------------------------------|

Included below are the one-time installation and monthly service fees to be paid by KC for the "A'La Carte" Server Hosting Services and standard fees for additional services.

| Section 1: One Time Installation | Fee | Includes |
|--|------------------------|--|
| Enhanced, secure cage setup in Caged Area | \$9,000.00 | <ul style="list-style-type: none"> ▪ Caging materials and construction (including all 4 sides) for 300 square foot Caged Area ▪ Installation of card reader locking mechanism ▪ Installation of overhead ladder racks, cable trays, wire molds, Intoduct and/or conduit from cross-connect area up to the Caged Area boundaries ▪ Materials and construction of secured access to the Caged Area ▪ Installation of camera in the Caged Area to monitor the activity in this area 24 x 7 |
| Caged Area electrical circuits installation | Included in Caged Area | <ul style="list-style-type: none"> ▪ Construction of up to twenty-four (24) 30amp/240volt, and two (2) 30 amp/120 volt electrical circuits at one time |
| Internet connection | None | <ul style="list-style-type: none"> ▪ DIS setup fees for KC to make its own Internet connection with a service provider |
| Construction and setup of the dedicated Office Space | \$2,300.00 | <ul style="list-style-type: none"> ▪ Materials and construction of 300 square foot Office Space ▪ Cross-conncoets to the Caged Area for approximately 12 Ethernet connections ▪ 30 amp 240 volt and 20 amp 120volt circuits, which do not need to be on UPS or generator ▪ Installation of card reader locking mechanism |
| One-Time Installation Fee Total | \$11,300.00 | |

| Section 2: Monthly Service | Fee | Includes |
|----------------------------|------------|--|
| Caged Area | \$6,000.00 | <ul style="list-style-type: none"> ▪ Up to 12 cabinets with twenty-four (24) 30 amp/240 volt and two (2) 30 amp/120 volt electrical circuits |
| Office Space | \$500.00 | <ul style="list-style-type: none"> ▪ Electricity, janitorial service, phone connections, cross-connect to Caged Area |
| Internet Connection | None | <ul style="list-style-type: none"> ▪ DIS monthly fees for KC to have its own Internet connection with a 3rd party service provider |
| Cross-connect | None | <ul style="list-style-type: none"> ▪ DIS monthly fees for KC to connect to a telco or connecting via Cat-6 to Office Space |

| Section 2: Monthly Service | Fee | Includes |
|--|------------------------|--|
| Monthly metered power charges (if any) | None | ▪ Monthly per kwh metered charges for power |
| 4 telephone lines at \$28.00 per line | \$112.00 | ▪ Phone lines from DIS system |
| Managed Services including the ability for minimal server status reporting (report light status or console messages on an occasional basis when requested by KC) | Included in Caged Area | Operations staff will perform walkthrough checks every few hours, checking for audible alarms or alert lights on equipment and will include: <ul style="list-style-type: none"> ▪ 24 x 7 staffing ▪ 24 x 7 security activity logging ▪ Preemptive rebooting ▪ Unscheduled (emergency) rebooting (number of incidents per month) ▪ Problem coordination, escalation and notification |
| Monthly Service Fee Total | \$6,612.00 | |

| Section 3: Standard Fees | Fee | Includes |
|---|--|-----------------------------------|
| Cross Connect Installation Fee | None | |
| Electrical/Data Circuit Installation Fee | | |
| 20A/120v | \$350.00 | One time fee for adding a circuit |
| 30A/120v | \$350.00 | One time fee for adding a circuit |
| 20A/240v | \$350.00 | One time fee for adding a circuit |
| 30A/240v | \$350.00 | One time fee for adding a circuit |
| Monthly recurring cross connect fee | None | |
| Monthly recurring power availability charge | Included in Caged Area fee for up to 12 cabinets | |
| 20A/120v | | |
| 30A/120v | | |
| 20A/240v | | |
| 30A/240v | | |