



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19804

Proposed No. 2024-0200.1

Sponsors Zahilay

1 AN ORDINANCE authorizing the execution of an
2 amendment to an existing lease to support the operation of
3 the department of natural resources and parks.

4 **STATEMENT OF FACTS:**

5 For the lease from 15 Nickerson, LLC, located at 15 Nickerson Street,
6 Suite E, Seattle, within council district four, the facilities management
7 division determined that there was not an appropriate county-owned
8 option and successfully negotiated an amendment to an existing lease.

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

10 SECTION 1. The executive is authorized to execute an amendment to an existing
11 lease for the property located at 15 Nickerson Street, Suite E, Seattle, with 15 Nickerson,

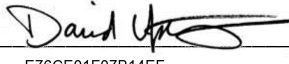
Ordinance 19804

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

Ordinance 19804 was introduced on 6/18/2024 and passed by the Metropolitan King County Council on 8/20/2024, by the following vote:


Yes: 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Upthegrove, von Reichbauer and Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Signed by:



 E76CE01F07B14EF...
 Dave Upthegrove, Chair

ATTEST:

DocuSigned by:


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

APPROVED this _____ day of 8/27/2024, _____.

Signed by:


 4FBCAB8196AE4C6...
 Dow Constantine, County Executive

Attachments: A. Lease Agreement

Ordinance 19804

ATTACHMENT A:

LEASE AMENDMENT

**SECOND AMENDMENT TO LEASE
15 NICKERSON
KING COUNTY**

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“Second Amendment”), dated February 27, 2024 (for reference purposes only), is made by and between 15 Nickerson, LLC, a Washington limited liability company (“Landlord”) and King County, a home rule charter county and political subdivision of the State of Washington (“Tenant”), each a (“Party”) and collectively the (“Parties”).

RECITALS

- A. Landlord and Tenant entered into a Lease Agreement fully executed on May 26, 2011, and further amended by the First Amendment to Lease dated July 29, 2019, for that certain leased space consisting of approximately 538 square feet located at 15 Nickerson St, Suite E, Seattle, WA 98109 (the “Lease”).
- B. Tenant and Landlord desire to extend this Lease for a period of five (5) years as provided below.
- C. All terms and conditions of the Lease not amended herein, shall remain in full force and effect.

AGREEMENT

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 to amend the Lease as follows:

Section 2. **Term:** Section 2.1 shall be deleted in its entirety and replaced with the following:

Upon approval of this Second Amendment by the Metropolitan King County Council and execution by Tenant, the current Lease Term is hereby extended for a period of five (5) years and will then expire on June 30, 2029, the (“Expiration Date”).

Section 6. **Rent:** The paragraph entitled, Rent Schedule, as set forth in Exhibit C of the Lease is hereby deleted in its entirety and replaced with the following:

Schedule	Monthly Rent	Starts	Ends	Annualized Rent
Months 1- 12	\$2,086.70	7/1/24	6/30/25	\$25,040.40
Months 13 - 24	\$2,149.30	7/1/25	6/30/26	\$25,791.60
Months 25 - 36	\$2,213.78	7/1/26	6/30/27	\$26,565.36
Months 37 - 48	\$2,280.19	7/1/27	6/30/28	\$27,362.28
Months 49 - 60	\$2,348.60	7/1/28	6/30/29	\$28,183.20

Section 26. **Anti-Discrimination:** Section 26 shall be deleted in its entirety and replaced with the following:

Landlord shall not discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Chapter 12.16, as now codified and as hereafter amended. Landlord shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination. These laws include, but are not limited to, King County Charter Section 840, Chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this 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 with King County. Notwithstanding anything to the contrary, Tenant shall be entitled to terminate this Lease effective upon written notice to Landlord in the event that Landlord violates the requirements of this Section 26.

Section 29.

Notices: Section 29 shall be deleted in its entirety and replaced with the following:

Notice Address of Landlord.

15 Nickerson, LLC
PO Box 31516
Seattle, WA 98103

Landlord's Email: phil@filcoenviro.com

Notice Address of Tenant.

King County Real Estate Services
Attn: Lease Administration
500 Fourth Avenue, Suite 830
Seattle, WA 98104

And a copy to the following email addresses:

Tenant's Email: RES-LeaseAdmin@kingcounty.gov
Stephanie.Clabaugh@kingcounty.gov

Notwithstanding anything in this Lease to the contrary, a Party may provide email notice only at the email address(es) set forth above or other electronic means with delivery confirmation or read receipt (or both) but the Party providing electronic notice shall bear the burden to prove the date that notice was delivered. Notices shall be effective upon the date of first attempted delivery.

Exhibit C: **Option to Renew:** The paragraph entitled, Option to Renew, as set forth in Exhibit C of the Lease is hereby deleted in its entirety and replaced with the following:

Tenant shall have the Option to Renew this Lease for one (1) additional five (5) year term, commencing on July 1, 2029 and expiring on June 30, 2034. Tenant shall give 180 days' prior written notice of its intent to renew. The monthly rent for the renewal term shall be at the then fair market rate, as reasonably negotiated by Landlord and Tenant.

The Lease shall continue in full force and effect as written, except as specifically modified in this Second Amendment. The terms of this Second Amendment shall control over any other inconsistent terms of the Lease.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment effective as of the date of the last Party to sign as indicated below.

15 NICKERSON, LLC

By: *Phil Suetens*

Name: Phil Suetens *managing member of LLC*

Date: 3/26/2024

LANDLORD NOTARY

Hawaii
STATE OF WASHINGTON)
) ss.
County of ~~King~~ *Maui*)

On this 26th day of March, 2024 personally appeared before me Phil Suetens, known to me to be the person who signed this instrument in my presence, on oath stated that he was authorized to execute the instrument and acknowledged he/she to be the Managing member of 15 NICKERSON LLC, a Washington State Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

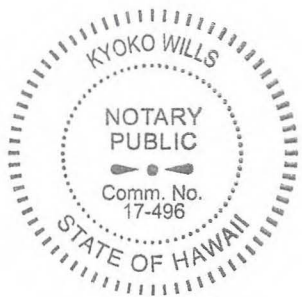
IN WITNESS WHEREOF I have hereunto set my hand and official seal this day and year first above written.

Kyoko Wills
Print Name: Kyoko Wills

Hawaii NOTARY PUBLIC in and for the State of Washington, residing at County of Maui, WA
My Commission Expires: 12/3/2025

(Use this space for notarial stamp/seal)

Doc Date: 2-27-2024 # Pages: 5
Notary Name: Kyoko Wills 2nd Circuit
Doc. Description: Second Amendment to Lease (Stamp or Seal)
Kyoko Wills 3/26/2024
Notary Signature Date



Certificate Of Completion

Envelope Id: 1C0D4DFB086547D79F8573762ED923DC	Status: Completed
Subject: Complete with Docusign: Ordinance 19804.docx, Ordinance 19804 Attachment A.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 3
Supplemental Document Pages: 6	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Envelopeld Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

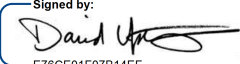
Record Tracking

Status: Original	Holder: Cherie Camp	Location: DocuSign
8/21/2024 1:27:36 PM	Cherie.Camp@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

Signer Events

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

Signature

Signed by:

E76CE01F07B14EF...
Signature Adoption: Uploaded Signature Image
Using IP Address: 67.185.138.82

Timestamp

Sent: 8/21/2024 1:28:46 PM
Viewed: 8/21/2024 1:39:17 PM
Signed: 8/21/2024 1:39:31 PM

Electronic Record and Signature Disclosure:
Accepted: 8/21/2024 1:39:17 PM
ID: c7d55a1c-b24e-4831-8cc0-3eadbf3eec77

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

DocuSigned by:

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

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Viewed: 8/21/2024 1:46:49 PM
Signed: 8/21/2024 1:46:54 PM

Electronic Record and Signature Disclosure:
Accepted: 9/30/2022 11:27:12 AM
ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

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

Signed by:

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

Sent: 8/21/2024 1:46:56 PM
Viewed: 8/27/2024 10:53:49 AM
Signed: 8/27/2024 10:54:07 AM

Electronic Record and Signature Disclosure:
Accepted: 8/27/2024 10:53:49 AM
ID: ef6857b9-2760-4186-a610-1f0939f76093

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

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Ames Kessler
akessler@kingcounty.gov
Executive Legislative Coordinator & Public Records
Officer
King County
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 8/21/2024 1:46:56 PM
Viewed: 8/21/2024 3:41:58 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/27/2024 10:53:49 AM
Signing Complete	Security Checked	8/27/2024 10:54:07 AM
Completed	Security Checked	8/27/2024 10:54:07 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact King County-Department of 02:

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

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

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

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

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

To request paper copies from King County-Department of 02

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

To withdraw your consent with King County-Department of 02

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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