



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

February 19, 2014

Ordinance 17747

Proposed No. 2013-0316.2

Sponsors Gossett and McDermott

1 AN ORDINANCE approving a lease for public health
2 clinic facilities to provide continuing public health services
3 in council district nine and conditionally approving a lease
4 for public health clinic facilities to provide continuing
5 public health services in council district two.

6 STATEMENT OF FACTS:

- 7 1. King County provides essential public health services and facilities to
8 the citizens of King County in cooperation with partnering health care
9 providers throughout King County.
- 10 2. The King County executive is authorized to lease real property as
11 provided by K.C.C 4.56.186, and consistent with K.C.C. 4.04.040, the
12 council must approve by ordinance of any lease with a term exceeding two
13 years.
- 14 3. The King County executive has negotiated with the city of Seattle the
15 leasing of space to operate public health clinic facilities, located at 4400
16 37th Avenue South, Seattle, within council district two, and referred to as
17 Lease 1185.
- 18 4. In order for the lease with the city of Seattle to extend beyond the
19 calendar year, it must comport with the requirements of K.C.C.

20 4.04.040.5.b. One of the ways to satisfy the requirements of that section is
21 for the lease to contain cancellation clause in substantially the same form
22 as of K.C.C. 4.04.040.5.b.(2). The text of Addendum A incorporated into
23 the lease with the city of Seattle is an attempt to comply with this code
24 section; however, it does not preserve the county's right to unilaterally
25 terminate the lease at the end of an appropriation. By changing one word,
26 an "or" to an "and," in Addendum A to the lease, this right will be
27 preserved.

28 5. The King County executive has negotiated with the Enumclaw school
29 district the leasing of space to operate public health clinic facilities,
30 located at 1640 Fell Street, Enumclaw, within council district nine, and
31 referred to as Lease 1692.

32 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

33 SECTION 1. The King County council, having determined that proposed lease
34 agreement with the city of Seattle is in the best interest of the public and subject to
35 appropriation in the long term lease capital budget, hereby approves Lease 1185 as
36 provided in Attachment A to this ordinance, contingent upon the execution of a lease
37 amendment in substantially the same form as Attachment C to this ordinance. Upon
38 execution of the amendment, the actions taken by county officials, agent and employees
39 consistent with the terms and purposes of the lease will be hereby ratified, confirmed and
40 approved.

41 SECTION 2. The King County council, having determined that the lease
42 agreement with the Enumclaw school district is in the best interest of the public and

43 subject to appropriation in the long-term lease capital budget, hereby approves Lease
44 1692 as provided in Attachment B to this ordinance, and authorizes the executive to take
45 all actions necessary to implement this agreement. All actions up to now taken by county
46 officials, agent and employees consistent with the terms and purposes of the lease is
47 hereby ratified, confirmed and approved.

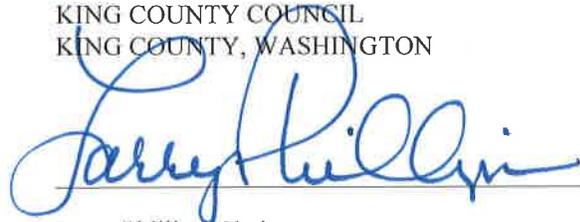
48 SECTION 3. If any provision of this ordinance is declared by any court of
49 competent jurisdiction to be contrary to law, then such provision is null and void and

50 shall be deemed separable from the remaining provisions of this ordinance and in no way
51 affect the validity of the other provisions of this ordinance or of any of the two leases.
52

Ordinance 17747 was introduced on 7/22/2013 and passed by the Metropolitan King County Council on 2/18/2014, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Ms. Hague, Ms. Lambert,
Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr. Uptegrove
No: 0
Excused: 1 - Mr. Gossett

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 26 day of FEBRUARY, 2014.



Dow Constantine, County Executive

RECEIVED
2014 FEB 27 AM 10:38
CLERK
KING COUNTY COUNCIL

Attachments: A. Lease 1185, B. Lease 1692, C. Amendment 1 to Public Health Lease 1185

ATTACHMENT A:

**PUBLIC HEALTH LEASE AGREEMENT #1185
4400 37th AVENUE SOUTH, SEATTLE**

ORIGINAL

1185

**LEASE AGREEMENT
SPECIAL TERMS AND CONDITIONS**

- I. PARTIES:**
THIS LEASE AGREEMENT is entered into by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington, as Lessor (hereinafter referred to as the "City"), and KING COUNTY, a home rule charter county and political subdivision of the State of Washington, as Lessee (hereinafter referred to as "Lessee").
- II. PREMISES:**
The City hereby leases to the Lessee and the Lessee hereby leases from the City a portion of that property commonly known as Southeast Seattle Health Clinic, located at 4400 - 37th Avenue South, Seattle Washington, covering approximately 19,666 square feet and legally described as:
- Lots 14 through 26, inclusive, Block 21, Squire's Lakeside Addition to the City of Seattle, According to the plat thereof recorded in Volume 11 of Plats, Page 50, in King County, Washington;
- all subject to the terms and conditions of this Lease. (Such property shall be referred to in this Lease as the "Premises").
- III. USE/PURPOSE:**
The Premises may be used only for the following uses and purposes:
Office space and related facilities for the Seattle-King County Department of Public Health.
- IV. TERM:**
The term of this Lease begins May 1, 2012, and ends April 30, 2017, unless it is terminated earlier pursuant to the provisions hereof, including provisions described in Addendum "A" and "B". This lease may be extended on a month to month basis under the same terms and conditions.
- V. RENT:**
In consideration of this Lease, the Lessee shall pay to the City, as rent, the prevailing Schedule II rental rate as specified in the City's annual budget. The current rent is \$8.28 per square foot per year or \$13,569.54 per month through April 30, 2013.
- Rent shall be adjusted annually for the May rent payment to reflect the current Schedule II rate. Rent shall be paid in advance, on or before the first of each month.
- VI. INSURANCE:**
Lessee shall secure and maintain, at no expense to City, a policy or policies of insurance as enumerated below. Evidence of such insurance, shall be delivered to the address set forth below. Said policies shall include:
- A) A policy of Commercial General Liability Insurance, written on an insurance

industry standard occurrence form (CG 00 01) or equivalent, including all the usual coverages known as:

- o Premises/Operations Liability
- o Products/Completed Operations
- o Personal/Advertising Injury
- o Contractual Liability
- o Independent Contractors Liability
- o Stop Gap/Employers Contingent Liability
- o Liquor Liability/Host Liquor Liability (as applicable)
- o Fire Damage Legal Liability
- o Elevator & Hoist Liability

Such policy (ies) must provide the following minimum limit:

Bodily Injury and Property Damage
 \$2,000,000 General Aggregate
 \$2,000,000 Products & Completed Operations Aggregate
 \$1,000,000 Personal & Advertising Injury
 \$1,000,000 Each Occurrence
 \$100,000 Fire Damage

Stop Gap Employers Liability
 \$1,000,000 Each Accident
 \$1,000,000 Disease - Policy Limit
 \$1,000,000 Disease - Each Employee

Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of the Lessee.

- B) A policy of Business Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent.

Such policy (ies) must provide the following minimum limit:
 Bodily Injury and Property Damage – \$ 1,000,000 per accident

- C) A policy of Worker's Compensation. As respects Workers' Compensation insurance in the state of Washington, the Lessee shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Lessee is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Lessee shall so certify by providing a copy of the state Certificate of Self-Insurance, and setting forth the limits of any policy of excess insurance covering its employees.
- D) A policy of Property Insurance covering Lessee's furniture, fixtures, equipment and inventory and all improvements that it has made or makes to the Premises in an amount equal to replacement cost thereof, against (a) loss from the perils of fire, and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (CP 10 30), (b)

Loss or damage from water damage, or sprinkler systems now or hereafter installed in on the premises; (c) Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage; (d) Business Interruption or Extra Expense, with sufficient coverage to provide for the payment of rent and other fixed costs during any interruption of Lessee's business because of fire or other cause.

E) Additional Insured and Changes of Coverage and Limits: Additional Insured - Such insurance, as provided under items A, B and D above, shall be endorsed to include the City, its officers, elected officials, employees, agents and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to the City. In addition, Lessee's insurance shall be primary, as respects the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the Lessee's insurance.

F) Coverage and/or limits may be altered or increased as necessary, to reflect type of or exposure to risk. The City shall have the right to periodically review the appropriateness of such limits in view of inflation and/or changing industry conditions and to require an increase in such limits upon ninety (90) days prior written notice.

G) Evidence of Insurance: The following documents must be provided as evidence of insurance coverage:

A copy of the policy's declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements.

A copy of the endorsement naming The City as an Additional Insured, showing the policy number, and signed by an authorized representative of the insurance company on Form CG2026 (ISO) or equivalent.

A copy of the "Endorsements Form List" to the policy or policies showing endorsements issued on the policy, and including any company-specific or manuscript endorsements.

A copy of an endorsement stating that the coverages provided by this policy to the City or any other named insured shall not be terminated, reduced, or otherwise materially changed without providing at least forty-five (45) days prior written notice to the City.

A copy of A "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that - except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named Insured, and separately to each insured against whom claim is made or suit is brought (Commercial General Liability & Business Automobile Liability Insurance).

H) All policies shall be subject to approval by the City's Risk Manager as to company (must be rated A-: VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington Surplus lines broker), form and coverage, and primary to all

other insurance.

- I) If Lessee fails to maintain such insurance, City may do so, and Lessee shall reimburse City for the full expense thereof upon demand. Lessee shall not keep or use in or about the Premises any article that is prohibited by City's insurance policy. Lessee shall pay immediately any increase in City's premiums for insurance during the term of this Lease that results from Lessee's use of the Premises.
- J) Waiver of Subrogation. Neither City nor Lessee shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or tangible personal property of the other occurring in or about the Premises or Building, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees, if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required under the terms of this Lease to be covered by insurance procured by the party suffering the loss.
- K) Self-Insurance: Should Lessee be self-insured, under items A or B above, a letter from the Corporate Risk Manager, or appropriate Finance Officer, is acceptable.

VII. IX. UTILITIES AND SERVICES:

The City shall provide the following utilities and services: None. The Lessee shall pay its prorata share of the actual estimated annual utilities and services including elevator service, electricity, gas, water, sewer, garbage, solid waste, heating, janitorial, security, and grounds maintenance based upon the rentable area of 19,666 square feet.

VIII. X. AGREEMENT CONTENTS:

This Lease consists of these special terms and conditions as well as the general terms and conditions hereto attached, plus Addendum "A". It embodies the entire agreement of the parties hereto. There are no other understandings or agreements, written or oral, between the parties relating to the subject matter of this Lease.

IX. XI. EFFECTUATION OF AGREEMENT:

In order to be effective, this Lease must be (1) signed by authorized representatives of the Lessee and returned to the Director of Finance and Administrative Services Department at the address set forth below, accompanied by the security deposit and any required policy of insurance, and (2) signed by the Director pursuant to Ordinance authority.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below:

LESSOR, THE CITY OF SEATTLE

LESSEE, King County, Washington

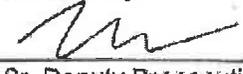
By 
Fred Podesta, Director
Finance and Administrative Services

By 
Kathy Brown, Director ~~Stephen L. Edger~~
Facilities Management Division

Date 6/22/12

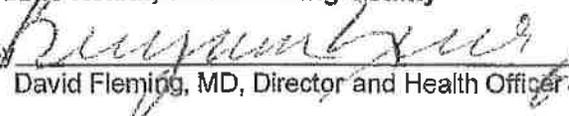
Date 6/21/12

Approved as to form only:

By 
Tim Barnes, Sr. Deputy Prosecuting Attorney

Date 6/20/12

Public Health, Seattle - King County

By 
David Fleming, MD, Director and Health Officer

Date 6/25/12

City's address for all communications:

Lessee's address for all communications:

Finance and Administrative Services
700 Fifth Avenue, Suite 5200
P.O. Box 94689
Seattle, Washington 98124-4689

King County Real Estate Services Division
500 Fourth Avenue, Suite 830
Seattle, WA 98104

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

Chris Patera

I certify that I know or have satisfactory evidence that ~~Fred Podesta~~ is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of THE CITY OF SEATTLE Finance and Administrative Services Department to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10-22-12



M. M. Mingo
(Notary Signature)

M. M. Mingo
(Print Name)

NOTARY PUBLIC in and for the State of Washington, residing at King
My appointment expires 11-19-12

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Stephen L. Salyer is the individual who appeared before me, and said individual acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Manager of Real Estate Services of KING COUNTY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/21/2012



Denise Hauck
(Notary Signature)

DENISE Hauck
(Print Name)

NOTARY PUBLIC in and for the State of Washington, residing at SEATTLE
My appointment expires JAN 24, 2014

**LEASE AGREEMENT
GENERAL TERMS AND CONDITIONS**

1. POSSESSION.

In the event of the inability of the City to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the term of this Lease, neither the City nor any of its officers, employees or agents shall be liable for any damage caused thereby, nor shall this Lease thereby become void or voidable nor shall the term herein specified be in any way extended, but in such event, the Lessee shall not be liable for any rent until such time as the City can deliver possession. In the event the Lessee takes possession of the Premises prior to the commencement date of this Lease, the Lessee and the City shall be bound by all of the provisions and obligations of this Lease during such prior period, including the obligation to pay rent and leasehold excise taxes at the rates stated herein, prorated on a daily basis.

2. UTILITIES AND SERVICES.

Unless otherwise provided in the Special Terms and Conditions of this Lease, the Lessee shall provide, or shall otherwise pay, before delinquency, all costs for providing, all utilities and other services on or to the Premises including, where applicable, but not limited to elevator service, electricity, gas, water, telephone, sewer, garbage, solid waste, heating, janitorial, security, and grounds maintenance, and shall also pay all charges for utility installations and modifications thereto occasioned by the Lessee's requirements. The City shall not be liable for any injury, loss or damage caused by or resulting from any interruption or failure of such services to any cause whatsoever except the City's negligence. The Lessee shall not be entitled to an offset, reduction or return of rental as the result of any interruption or failure of said services.

3. LIABILITY.

- a. Indemnification: The Lessee shall indemnify and hold the City harmless from any and all claims whatsoever arising out of the use and occupation of the Premises including claims arising by reason of accident, injury or death caused to persons or property of any kind as a direct or indirect consequence of any act or omission of the Lessee, its officers, employees, agents, licensees, or invitees.
- b. Assumption of Risk: The placement and storage of personal property on the Premises shall be the responsibility, and at the sole risk, of the Lessee.
- c. Insurance: Evidence, to the reasonable satisfaction of the Director, of the Lessee's maintenance of insurance as required by this Lease shall be submitted to the Director prior to the initial occupancy of any portion of the Premises, and thereafter, within a reasonable time after the Lessee's receipt of a request for such evidence, which time, in no event, shall exceed four (4) City business days.

Notwithstanding any provision herein to the contrary, the failure of the Lessee to comply with the requirements of this Lease regarding insurance shall subject this Lease to immediate termination without notice and without recourse by any person in order to protect the public interest.

4. COMPLIANCE WITH LAW.

- a. Applicable Law: This Lease shall be construed under and governed by all applicable laws of the United States of America and the State of Washington and the Charter and ordinances of The City of Seattle, as well as all rules and regulations of any such governmental entity.
- b. Licenses, Permits and Taxes: The Lessee shall be liable for, and shall pay throughout the term of this Lease, all license and excise fees and occupation taxes covering the business conducted on the Premises, and all taxes on personal property of the Lessee on the Premises and any excise or other taxes on the leasehold interest created by this Lease; and in the event the State of Washington makes any demand upon the City for payment of leasehold excise taxes resulting from the Lessee's occupation of the Premises or withholds funds due to the City to enforce collection of leasehold excise taxes, the Lessee, at its sole expense, shall contest such action and indemnify the City for all sums expended by, or withheld by the State from, the City in connection with such taxation.
- c. Equal Employment Opportunity and Nondiscrimination: The Lessee shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and The City of Seattle, including the Seattle Municipal Code (SMC), notably SMC Ch. 20.44, and rules, regulations, orders, and directives of the associated administrative agencies and their officers.
- d. Permits: The Lessee, at no expense to the City, shall obtain any and all building permits, change of use permits, and/or certifications of occupancy from the City as may be required and shall deliver a copy of the same to the Director prior to occupying the Premises.

5. NO SUBLEASES OR ASSIGNMENTS; LIMITATIONS ON USE AND PURPOSE. Notwithstanding any other provision hereof, the Lessee shall not enter into any sublease of the Premises or any portion thereof or any assignment of any interest in this Lease, whether long- or short-term in nature, or engage in any activity with respect to or on the Premises other than for the express uses and purposes stipulated herein, without obtaining the prior explicit written authorization therefor from the Director.

6. USE AND CARE OF THE PREMISES.

- a. General Condition: The Lessee shall keep the Premises at all times and at no expense to the City, in a neat, clean, safe and sanitary condition; and shall keep and use the Premises in accordance with the laws of the State of Washington and Charter and ordinances of The City of Seattle, and in accordance with all authorized rules and regulations of the Health Officer, Fire Marshall, Building Inspector and other officers of The City of Seattle. The Lessee shall not permit any waste, damage, or injury to the Premises; use or permit on the Premises anything that will increase the rate of fire insurance thereon; maintain anything on the Premises that may be dangerous to life or limb; overload the floors, permit any objectionable noise or odor to escape or to be emitted from the Premises; permit anything to be done upon the Premises that in any way will tend to create a nuisance or, in the event of multiple occupancy, to disturb any other tenants of the building in which the Premises form a part; or to use or permit the use of the Premises for lodging or sleeping purposes.
- b. Maintenance - Repairs: The Premises have been inspected by both parties and are accepted by Lessee in their existing condition as of the commencement date of this Lease, without reservation except for latent defects or faulty construction of the Premises not discoverable by inspection at the time of taking possession. All normal repairs to roof, walls and foundations and existing utility connections to and from the Premises necessary to maintain the Premises in a tenantable condition shall be done by or under the direction of the City, and at the City's expense, except those caused by the negligence or acts of the Lessee, or the Lessee's officers, employees, agents or invitees, which repairs shall be made at the sole expense of the Lessee. All other maintenance and repairs to the Premises shall be the responsibility and at the sole expense of the Lessee, except that such maintenance and repairs shall be subject to the prior written approval of and shall be undertaken at the direction of the Director.
- c. Alterations: The Lessee shall not make, or cause to be made, any alteration, addition or improvement in the Premises without first obtaining the written consent of the Director for such work. All alterations, additions and improvements that are made, shall be at the sole cost and expense of Lessee, and shall become the property of the City, and shall remain in and be surrendered with the Premises as part thereof at the termination of this Lease, without disturbance, molestation or injury. The City reserves an unqualified right to make alterations to the Premises or to the building in which the Premises are situated (1) where conditions deemed by the Director to constitute an emergency, exist; and (2) in order to correct code-deficiencies; and (3) where such alterations do not unreasonably interfere with the ordinary operation of the Premises by the Lessee.

- d. Access: The City reserves for itself, its officers, employees, agents and contractors, free access to the Premises at all reasonable times for the purposes of inspecting, cleaning or making repairs, additions or alterations to the Premises or any other property owned by or under the control of the City, but this right shall not be construed as an agreement on the part of the City to make inspections, clean, or make repairs, additions or alterations. Due to the nature of the leased space, the City shall provide notice to the Lessee prior to accessing the interior spaces. The Lessee shall have reasonable access to other property of the City where necessary to provide utility services to the Premises; all of the Lessee's work on such other City property shall be at no expense to the City.
- e. Signs: The Lessee shall not display, inscribe, paint or affix to any part of the Premises any sign except a sign that has been approved, in writing, by the Director, prior to such placement. The City shall have the right to place and maintain "For Rent" signs in conspicuous places on the Premises and to show the Premises to prospective tenants during the thirty (30) days prior to the expiration of this Lease.
7. DAMAGE OR DESTRUCTION. In the event that the Premises (a) are damaged by fire, earthquake, act of war, or other extraordinary casualty to such an extent as to render them untenable in whole or in substantial part; or (b) are destroyed, the City shall have the option to repair or rebuild the Premises. Within forty-eight (48) hours after the happening of any such event, the Lessee shall give the Director notice of such event. The Director shall have sixty (60) days after the Director's receipt of such notification to notify the Lessee, in writing, of the City's intention to repair or rebuild the Premises, or any part so damaged. If the City elects to rebuild or repair the Premises, the City shall prosecute the work of such repairing or rebuilding without unreasonable delay, in accordance with the then-existing City procedures, and during such period the rent for the Premises shall be abated in the same ratio that the portion of the Premises rendered for the time being unfit for occupancy bears to the whole of the Premises; upon the completion of such rebuilding or repair, the Lessee shall immediately reoccupy the Premises and pay the full rent set forth in this Lease. In the event the building in which the Premises are located is substantially destroyed or damaged even though the Premises are not so damaged or destroyed, and if, in the opinion of the Director, it would not be practical to repair or rebuild the building, then the City shall have the option of terminating this Lease by providing to the Lessee thirty (30) days' prior written notice of termination. The Lessee shall also have the right to declare this Lease terminated, by providing to the City thirty (30) days' prior written notice of such termination, which notice shall be given within sixty (60) days after such damage or destruction. Notwithstanding any other provision of this Lease, no party to this Lease shall be liable in damages to any other party for terminating this Lease in accordance with the provisions of this section, because of the damage or destruction of the Premises or the building in which the Premises forms a part.
8. NOTICES. Any notice to be given by either party to the other shall be in writing and may either be delivered, personally, or may be deposited in the United States mail, postage prepaid, as either certified or regular mail, addressed as provided in the Special Terms and Conditions hereof, or to such other respective addresses as either party may, from time to time, designate in writing.
9. RELATIONSHIP. In no event shall the City be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of the Lessee or any party

associated with the Lessee in the conduct of the Lessee's business or otherwise. This Lease does not make the Lessee the agent or legal representative of the City for any purpose whatsoever.

10. DEFINITION OF "DIRECTOR". The term "Director", as used throughout this Lease in regard to permission, warrant, consent, approval, rights, interpretation, and discretionary matters, shall mean the Director of the Finance and Administrative Services Department or his/her designee except where the granting of approval, consent or permission or the taking of any other official action by any other City official is required by law, ordinance, resolution, rule, or regulation before the Lessee may rightfully commence, suspend, enlarge, or terminate any particular undertaking or may obtain any particular right or privilege under this Lease.
11. AMENDMENTS. The parties hereto especially reserve the right to renegotiate and change the provisions of this Lease, from time to time, as may be necessary. No alteration or modification of the terms or conditions of this Lease shall be valid and binding unless made in writing and signed by the authorized representatives of the parties hereto.
12. NO WAIVER OF DEFAULT. The City does not waive full compliance with the terms and conditions of this Lease by acceptance of rent. No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants and conditions of this Lease to be performed, kept and observed by the other party.
13. TERMINATION. In the event that the Lessee defaults in the performance of any of the terms, provisions, covenants, and agreements on the Lessee's part to be kept, observed, and performed, and such default is not corrected within thirty (30) days after the receipt of notice thereof from the City, or such shorter period as the City may determine is reasonable; or if the Lessee shall abandon, desert, vacate, or remove from the Premises; then, in such event, the Director at his/her option at any time thereafter, may terminate this Lease together with all of the estate, right, and title thereby granted to or vested in the Lessee, and may re-enter said Premises using such force as may be required. Notwithstanding such re-entry by the City and anything to the contrary in this Lease, the liability of the Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this Lease, and such rent shall be immediately due and payable.

Notice of said terminations shall be given to Lessee no later than six (6) months prior to the effective termination date. The Lessee shall have no right to damages of any kind or nature whatsoever for any such termination.
14. SURRENDER OF PREMISES. At the expiration or termination of this Lease, the Lessee shall quit and surrender the Premises and all keys thereto, without notice and in as good condition as received at the commencement of the term, except for ordinary wear and tear; damage or destruction by fire or other casualty or circumstances uncontrollable by the Lessee; and alterations, improvements, and additions made with the approval of the Director unless otherwise agreed as a condition of such approval.
15. BINDING EFFECT. This Lease shall be binding upon the heirs, successors, and assigns of the parties hereto.

16. INVALIDITY OF PROVISIONS. Should any term, provision, condition or other portion of this Lease be held to be inoperative, invalid, or void, the same shall not affect any other term, provision, condition or other portion of this Lease; and the remainder of this Lease shall be effective as if such term, provision, condition, or portion were not a part hereof.

**LEASE AGREEMENT
ADDENDUM "A"**

The Lessee's obligations to the City, 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 Lessee obligations hereunder will terminate at the end of the calendar year in which such approval or appropriation expires.

**LEASE AGREEMENT
ADDENDUM "B"**

Lessee has applied for and received a Health Resources and Services Administration grant from the US Department of Health and Human Services for the purposes of capital investment in the facility. As a condition related to the receipt of the HRSA grant funding, Lessor and Lessee agree to the following:

1. The Lessee, being the recipient of the grant, agrees not to sublease, assign, or otherwise transfer the property, or use the property for a non-grant-related purpose(s) without the written approval from HRSA (at any time during the term of the lease/agreement, whether or not grant support has ended);
2. The Lessor will inform HRSA of any default by the Lessee under the lease/agreement; (c) HRSA shall have 60 days from the date of receipt of the Lessor's notice of default in which to attempt to eliminate the default, and that the Lessor will delay exercising remedies until the end of the 60-day period;
3. HRSA may intervene to ensure that the default is eliminated by the Lessee
4. The Lessor shall accept payment of money or performance of any other obligation by the HRSA's designee, for the Lessee, as if such payment of money or performance had been made by the Lessee;
5. The lease/agreement and any amendment to it shall be recorded in the land records of the jurisdiction where the property is situated. Lessee shall be responsible for recording the documents and any costs associated therewith shall be at the sole expense of the lessee.

ATTACHMENT B:

**PUBLIC HEALTH LEASE AGREEMENT #1692
1640 FELL STREET, ENUMCLAW**

**Lease Agreement Between
Enumclaw School District and King County
(King County Lease #1692)**

This Commercial Lease Agreement ("Lease") is made and effective January 1, 2013 by and between **Enumclaw School District** ("Landlord") and **King County**, a home rule charter county and a political subdivision of the State of Washington ("Tenant"), Public Health Seattle and King County.

Landlord is the owner of land and improvements commonly known as JJ Smith Elementary and numbered as 1640 Fell Street, Enumclaw, WA 98022 and legally described in EXHIBIT A.

Landlord makes available for lease a main office and adjoining rooms in the main JJ Smith Building.

The Premises are comprised of 908 square feet, located within the JJ Smith Elementary School located at 1640 Fell Street, Enumclaw, WA 98022 and depicted in EXHIBIT B.

Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning January 1, 2013, and ending December 31, 2017. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. This lease may be terminated by either party during the lease term by giving written notice of sixty (60) days.

C. The County's obligations to Lessor, if any, that extend beyond a current 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. In addition, if grant funding for the project is cancelled or not renewed, this lease and all County obligations hereunder will terminate.

2. Rental.

Tenant shall pay to Landlord during the Initial Term rental of \$0.25 per square foot per month, payable on the first day of each month. Each installment payment shall be due on the first day of each calendar month during the lease term to Landlord at 2929 McDougall Avenue, Enumclaw, WA 98022 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

\$0.227/month

3. Use

A. The use and terms of this lease are consistent with Enumclaw School District Policy # 4260.

B. The tenant's intended use of the Premises is primarily of an educational use by the W.I.C program.

C. Notwithstanding the forgoing, Tenant shall not use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

5. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's reasonable consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, equipment and other temporary installations in and upon the Premises, and fasten the same to the Premises. All personal property, equipment, machinery and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Premises caused by such removal shall be repaired by Tenant at Tenant's expense. Any alterations or improvements must be done in a manner that will allow premises to be returned to its present condition.

6. Insurance.

A. If the Premises or any other part of the building in which the Premises are located is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the building and the Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises.

C. The tenant shall obtain a certificate of insurance listing the landlord as an additional insured. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Premises or the building.

D. King County, Washington is self-insured, and will provide proof of such self-insurance to the School District and the Hospital. Sections A, B, and C above do not apply.

7. Utilities.

Tenant shall pay all charges for telephone used by Tenant on the Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Tenant acknowledges that the Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

8. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Premises resulting from the removal of signs installed by Tenant:

9. Entry.

Landlord shall have the right to enter upon the Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Premises.

10. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the building in which the Premises are located, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

11. Damage and Destruction.

Subject to Section 8 A. above, if the Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Premises, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

12. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

13. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Premises during the term of this Lease.

14. Condemnation.

If any legally constituted authority condemns the building or such part thereof which shall make the Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

15. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Premises, or upon the building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Premises of the building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

16. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Enumclaw School District No. 216
2929 McDougall Avenue
Enumclaw, WA 98022

If Tenant to:

King County Real Estate Services Section
500 4th Avenue, Room 830
King County Administration Building
Seattle, WA. 98104

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

17. **Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

18. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

19. **Memorandum of Lease**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

20. **Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

21. **Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

22. **Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

23. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

24. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises.

25. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

26. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LESSOR:
Enumclaw School District

LESSEE:
King County

BY: [Signature]

BY: [Signature]

NAME: Tim Madden

NAME: Stephen L. Salver

TITLE: Director, Business and Operations

TITLE: Manager, Real Estate Services

DATE: 10/31/12

DATE: 10/31/12

APPROVED AS TO FORM (LESSEE):

APPROVED BY CUSTODIAL AGENCY:

BY: [Signature]

BY: [Signature]

NAME: T. BARBER

NAME: Patricia Hayes

TITLE: Senior Deputy Prosecuting Attorney

TITLE: Division Manager

DATE: 10/25/12

DATE: 2-13-13

EXHIBIT A
LEGAL DESCRIPTION

Beginning at the northwest corner of Block 3, Blakes Addition to the Town of Enumclaw;
THENCE North 35-30-00 East 30 feet;
THENCE North 54-30-00 West 260 feet To True Beginning;
THENCE South 35-30-00 West 230 feet to the North line of County Road # 168;
THENCE North 54-30-00 West to the West line of Section 24;
THENCE North on said West line to a Point in True Direction and Bearing and running;
THENCE South 54-30-00 East To True Point of Beginning.
LESS county road and
LESS part platted and
ALSO LESS to Town of Enumclaw 11-12-18

Legal description of 242006-9038 which contains the Premises:
Beginning at the Northwest corner of Block 3, Blakes Addition to Town of Enumclaw;
THENCE North 35-30-00 East 30 feet;
THENCE North 54-30-00 West 300 feet to True Beginning;
THENCE North 35-30-00 East 330 feet;
THENCE North 54-30-00 West 313 feet;
THENCE North 35-30-00 East 30 feet;
THENCE North 54-30-00 West to the West line of Section 24;
THENCE South on the west line to point in True Direction and Bearing and running South 54-30-00
east to True Point of Beginning;

LESS County Road.

**AMENDMENT 1 TO PUBLIC HEALTH LEASE AGREEMENT #1185
4400 37TH AVENUE SOUTH, SEATTLE
LEASE EFFECTIVE DATE OF MAY 1, 2012**

Pursuant to Section 11 of the General Terms and Conditions to Public Health Lease #1185 (“Lease”) between King County (“Lessee”) and the City of Seattle (“City”), the parties agree to amend that Lease as follows:

- 1. Delete the text found in Addendum A at page 13 of the Lease and replace with the following:

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

All other terms of the original Lease remain the same.

LESSEE:
King County

LANDLORD:
City of Seattle

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____