



## Legislation Details (With Text)

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**Type:** Ordinance      **Status:** Passed

**File created:** 8/18/2014      **In control:** Budget and Fiscal Management Committee

**On agenda:**      **Final action:** 9/29/2014

**Enactment date:** 10/9/2014      **Enactment #:** 17903

**Title:** AN ORDINANCE approving the assignment, assumption and execution of a lease in the Prefontaine Building, to support the operations and services of the department of public defense.

**Sponsors:** Joe McDermott

**Indexes:** Lease, Public Defense

**Code sections:**

**Attachments:** 1. Ordinance 17903.pdf, 2. A. Prefontaine Building Seventh Amendment of Lease and Assignment and Assumption of Lease, 3. B. 8th Amendment to Prefontaine Lease Between King County and E. M. Greenwood Trust, 4. Legislative Review Form.pdf, 5. A. Prefontaine Building Seventh Amendment of Lease and Assignment and Assumption of Lease, 6. B. 8th Amendment to Prefontaine Lease Between King County and E. M. Greenwood Trust, 7. A. Prefontaine Building Seventh Amendment of Lease, 8. 2014-0368 transmittal letter.doc, 9. 2014-0368 Lease Property Summary.docx, 10. 2014-0368 fiscal note.xlsx, 11. Staff Report Proposed Ordinances 2014-0367-8-9-DPD leases.docx, 12. Attachment 3 Striking Amendment S1 to 2014-0368 Prefontaine Lease.docx, 13. Attachment 4 Title Amendment T1 to 2014-0368.docx, 14. REVISED Staff Report Proposed Ordinances 2014-0367-8-9-DPD leases.docx

Date	Ver.	Action By	Action	Result
9/29/2014	2	Metropolitan King County Council	Hearing Held	
9/29/2014	2	Metropolitan King County Council	Passed	Pass
9/16/2014	1	Budget and Fiscal Management Committee	Recommended Do Pass Substitute	Pass
8/18/2014	1	Metropolitan King County Council	Introduced and Referred	

AN ORDINANCE approving the assignment, assumption and execution of a lease in the Prefontaine Building, to support the operations and services of the department of public defense.

### STATEMENT OF FACTS:

1. On May 20, 2013, the King County council adopted Ordinance 17588 creating a department of public defense within the executive branch.
2. The four independent non-profit agencies, which had been providing public defense services to the county under contracts, were subsumed as divisions into the newly created department of

public defense.

2. One of the nonprofits subsumed into the new department was the Associated Counsel for the Accused, which had been leasing space in the Prefontaine Building, located at 110 Prefontaine Place South, Seattle, Washington, within council district eight, since 1998.

3. The desire of the department of department of public defense is to ultimately consolidate its divisions within county-owned buildings.

4. The facilities management division determined that currently there is not sufficient space in county-owned building to consolidate the newly created department.

5. The facilities management division determined, through consultation with the department, that continued leasing was the most cost-effective option for the county.

6. The facilities management division successfully negotiated with the landlord of the Prefontaine Building its consent to the assignment of the Associated Counsel for the Accused's rights and obligations under the lease in the Prefontaine Building to King County and the county's assumption of the same. As part of those negotiations, the facilities management division negotiated an amendment to the terms of the original lease, including, but not limited to, the term of the lease. The new term will allow the county to terminate the lease substantially sooner than under the original lease. This in turn will facilitate the plan to consolidate the the department in county-owned space, estimated to occur in 2016.

7. The facilities management division manager executed the Assignment and Assumption of Lease with Landlord's Consent in June 2013 and Lease Amendment in September 2013.

8. Subsequent to the assumption and amendment to the lease between the landlord and the county, required county leasing terms were negotiated to be included in the lease. The landlord has already agreed to an amendment to include these required terms on nondiscrimination and acknowledging that the county is self-insured. Additionally, the eighth amendment, attached as

Attachment B to this ordinance, corrects a typographical error that has substantive effect. In order for the Prefontaine lease to extend beyond the calendar year, it must comport with the requirements of K.C.C. 4.04.040.B.5.b. One of the ways to satisfy the requirements of that section is for the lease to contain a cancellation clause in substantially the same form as of K.C.C. 4.04.040.B.5.b.(2). The text of seventh amendment attempted to comply with this code section; however, it does not preserve the county's right to unilaterally terminate the lease at the end of an appropriation. By changing one word, an "or" to an "and," this right will be preserved.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County council, having determined that the assignment and assumption of the Associated Counsel for the Accused's rights and obligation for space leased in the Prefontaine Building and the amendments to the assumed lease are in the best interest of the public and hereby approves the assignment and assumption and the lease as amended, in the forms attached as Attachment A to this ordinance, contingent upon the execution of the eighth lease amendment in substantially the same form as Attachment B to this ordinance. Upon execution of this eighth amendment, the actions taken by county officials, agents and employees consistent with the terms and purposes of the lease will be hereby ratified, confirmed and approved and the council authorizes the executive to take all actions necessary to implement these agreements.