1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Ordinance 19924

Proposed No. 2025-0092.1

Sponsors Mosqueda, Quinn, Dembowski, Barón, Zahilay and Balducci

AN ORDINANCE relating to the leasing of county real property; and amending Ordinance 12045, Section 15, as amended, and K.C.C. 4.56.160 and Ordinance 12045, Section 17, as amended, and K.C.C. 4.56.180.

STATEMENT OF FACTS:

1. King County Labor policy LP 2010-031, directs the county to explore the use of a project labor agreement for county projects when appropriate.

2. In 2018, the county enacted Ordinance 18672 establishing a permanent priority hire program to prioritize recruitment, apprenticeship, and employment opportunities on county public works construction projects of $5 million or more, now codified at chapter K.C.C. chapter 12.18A.

3. In 2020, the executive entered into a master community workforce agreement with local labor organizations, which has been subsequently amended. A master community workforce agreement is a project labor agreement that includes standards for work hours, wages, working conditions, safety conditions, union representation, apprenticeship requirements and settlement of disputes procedures, as well as requirements for priority hiring. Generally, the master community

workforce agreement applies to all county construction projects valued at $5 million or more.

4. The use of a community workforce agreement is aligned with actions in King County's 2016 equity and social justice strategic plan, cocreated with employees and community partners. Use of a community workforce agreement is expected to maintain a coherent set of wage relationships and work rules, while protecting a project from disruptions, such as strikes and other industrial action, while the priority hiring requirements are intended to expand opportunities for disadvantaged populations that improves equity in the local communities where the projects are built.

5. The use of the county's master community workforce agreement has resulted in an increase of priority hires in 2023 as compared to 2022. In 2023, those workers completed 205,210 labor hours and earned around $10.7 million, up from 121,446 labor hours and $5.7 million in 2022.

6. It is common for lessees of county-owned property or buildings to make capital improvements to such property or buildings, whereby the lessee selects, directs, and controls the designers and contractors to complete the improvements.

7. The success of the county's community workforce agreement program in providing stable labor relations, while simultaneously enhancing job opportunities for workers on county construction projects, compels the county to expand the program to appropriate projects, whereby the

improvement or alteration work on the county-owned property is performed by a lessee.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Ordinance 12045, Section 15, as amended, and K.C.C. 4.56.160 are here by amended to read as follows:

A. Except as provided in K.C.C. 4.56.150.D. and E., and subsections D. and E. of this section, fair market rental value, as defined in K.C.C. 4.56.010, shall be the basis for all leases of county real property. All leases shall be awarded upon the best terms and conditions available to the county.

B. Except as provided in subsections D. and E. of this section, when the county authorizes a new lease, or the renewal of a lease once executed and delivered, the facilities management division shall make an appraisal of the fair market rental value of such property, and such the fair market rental value shall serve as the basis for the new lease or renewal. After the review, the manager of the facilities management division shall determine whether the new lease, or renewal of an existing lease, is to be awarded by competitive bidding or by negotiation with interested parties without bidding. New leases shall be awarded by competitive bidding unless the manager of the facilities management division determines it is advantageous to the county to negotiate without bidding. Before awarding a lease on the basis of competitive bidding, the facilities management division shall request and consider the proposed lessees' responses to the criteria listed in subsection C.1.a. through ((~~d.~~)) e. of this section. In the event the county negotiates the award of lease contracts, the facilities management division shall submit to the executive the reasons for recommending award through negotiation rather than competitive bidding. At the option of the executive, competitive bidding may be required. The county shall give notice of its intention to ((~~execute~~)) award a lease based on negotiations by publishing a notice in a legal newspaper at least once a week for the term of two weeks. The notice so published shall adequately describe the property to be leased and shall contain a notice that a copy of the proposed lease is available for public inspection at the facilities management division. The notice requirement shall not apply to leases or renewals awarded through competitive bidding or in accordance with subsections D. and E. of this section. Before awarding a lease on the basis of negotiations with interested parties without bidding, the facilities management division shall request and consider the proposed lessees' responses to the criteria listed in subsection C.1.a. through ((~~d.~~)) e. of this section. Every new lease, or extension, modification or renewal of a lease, once executed and delivered, shall be signed or caused to be signed by the county executive, in accordance with Section 320.20 of the King County Charter, following analysis and recommendations of the manager of the facilities management division and the county department having custodianship of the property. After awarding of the new lease, modification, extension or renewal, a copy of the instrument as executed and delivered shall be available for public inspection at the facilities management division.

C.1. When the county elects to lease its property pursuant to public bidding, the county shall advertise to the extent that the county deems necessary to effect an advantageous lease. The advertising shall include publishing a notice in a legal newspaper at least once a week for three consecutive weeks, the last notice to appear no more than five days before the date of the auction or bid opening. The notice so published shall adequately describe the property to be leased and shall contain a notice that a copy of the proposed lease is available for public inspection at the facilities management division. When a lease of county real property is awarded through competitive bidding, the lease shall be awarded to the highest responsible bidder. However, whenever there is reason to believe that the highest acceptable bid is not the best rental obtainable, all bids may be rejected and the county may call for new bids or enter into direct negotiations to achieve the best possible rental. Each bid, with the name of the bidder, shall be recorded by the facilities management division, and each record, with the name and address of the successful bidder and the amount of the successful bid, shall, after the awarding of the lease, be open to public inspection at the facilities management division. In determining the highest responsible bidder, in addition to rental, the following responsibility criteria elements shall be given consideration:

a. the financial responsibility of the bidder, and references therefor;

b. the previous and existing compliance by the bidder with the terms of other leases of county real property and the laws relating thereto;

c. the bidder's historical compliance with environmental, worker safety labor, and human trafficking laws, rules and regulations to establish that the bidder is responsible. For the purposes of this subsection, "historical compliance" means a minimum of the three years preceding the bid opening. This subsection C.1.c. shall not apply to any lease with revenue from base rent over the term of the lease and any potential extensions included in the lease of less than two hundred thousand dollars. Also, this subsection C.1.c. shall not apply to leases with individuals, businesses with fewer than ten employees, government agencies, not-for-profit organizations or utility companies, including cellular providers, or to subleases of less than two hundred thousand dollars; ((~~and~~))

d. the bidder's agreement that for all improvements or alterations to the leased property to be performed by the bidder, as the successful lessee, and at its direction and expense:

(1) pay prevailing wages; and

(2) as required by the lease, for improvements or alterations estimated to cost five million or more, the bidder agrees to either sign on as an owner signatory to the county's master community workforce agreement or establish a community workforce agreement for its project, satisfying the provisions required by K.C.C. 12.18A.020.B.1. through 6., and signed by the lessee and representatives of the Seattle-King County Building Trades Council, the Northwest National Construction Alliance II, and other labor organizations, as appropriate, before beginning construction of the improvements or alterations to the leased property; and

e. such other information as may be secured relevant to the decision to award the lease.

2. The executive, when developing responsibility criteria that evaluates historical compliance with environmental, worker safety, labor and human trafficking laws, rules, and regulations, may also develop criteria to use in determining the responsibility of a bidder or interested party, that evaluates the record of a bidder or interested party in providing employee benefits including an employer- or union-provided retirement plan, health benefits, and either paid parental leave or paid family leave, or both.

D. If property was obtained by the county through the proceeds of grants or other special purpose funding from either the federal or state government, or both, in which a specific public purpose or purposes are set forth as a condition of use for the property, the purpose or purposes are to be limited to the provision of social and health services or social and health services facilities as defined in chapter 43.83D RCW, and upon recommendation by the county executive and approval by the county council, the facilities management division may obtain and lease out the property under such terms and conditions as are consistent with those purposes, on the condition that in the event the property is leased in accordance with this subsection, the lessee or lessees shall be limited to private, nonprofit corporations duly organized according to the laws of the state of Washington, which are exempt from taxation under 26 U.S.C. Section 501(b), as amended, and that are organized for the purpose of operating social and health services facilities as defined by chapter 43.83D RCW.

E. If the county desires to have a building for its use erected on land owned or to be acquired by the county, the facilities management division may lease the land for a reasonable rental, on the condition that the county shall lease back the building or a portion thereof for the same term as established for the land lease. The leases shall include the following provisions:

1. No part of the cost of construction of the building shall ever be or become an obligation of King County;

2. King County shall have a prior right to occupy any or all of the building upon payment of rent as agreed upon by the parties, which rent shall not exceed prevailing rates for comparable space;

3. During any time that all or any portion of the building is not required for occupancy by King County, the lessee of the land may rent the unneeded portion to suitable tenants approved by King County; and

4. Upon expiration of the leases, all buildings and improvements on the land shall become the property of King County.

<u>SECTION 2.</u> Ordinance 12045, Section 17, as amended, and K.C.C. 4.56.180 are here by amended to read as follows:

A. The county may lease real property for a term of years and upon such terms and conditions as may be deemed in the best interests of the public and the county. A lease shall not be for a longer term in any one instance than ten years, except as follows:

1. If the county determines it to be in the best interest of the county, real property necessary to the support or expansion of an adjacent facility may be leased to the lessee of the adjacent facility for a term to expire simultaneously with the term of the lease of the adjacent facility, but not to exceed thirty-five years;

2. If the county determines it to be in the best interest of the county, if the property to be leased is improved or is to be improved and the value of the improvement is or will be at least equal to the value of the property to be leased, the county may lease the property for a term not to exceed thirty-five years;

3. If the property to be leased is to be used for public recreation and police training purposes, for parks and recreation purposes, for a hospital or a medical training and research facility, for a childcare facility to be improved with full or partial funding from a government-sponsored childcare bonus program, for the county's own use in accordance with a lease or leaseback arrangement entered into under K.C.C. 4.56.160.E.,

for major airport, industrial, office or other commercial purposes or transit-oriented development, requiring extensive improvements or by a nonprofit organization for a facility in which the nonprofit organization will provide some or all of the social and health services as listed in RCW 43.83D.120, the county may lease the property for a term equal to the estimated useful life of the improvements, but not to exceed fifty years; unless the property is leased to a public housing authority or nonprofit organization in accordance with RCW 36.34.135, in which case the term may extend to seventy-five years;

4. Leases entered into under K.C.C. 4.56.160.D. may extend for the period of years necessary to amortize the special purpose funds, not to exceed twenty-five years;

5. Leases and subleases for retail uses in county buildings, including those originally developed in accordance with K.C.C. 4.56.160.E., may be leased for a term not to exceed twenty-five years; and

6. Leases entered into under K.C.C. 4.56.075 may extend for the period of years necessary to support or expand an adjacent manufacturing facility, not owned by the county, not to exceed twenty years.

B.1 The executive shall develop and incorporate substantive, additional lease terms concerning improvements or alterations to be performed by lessee at lessee's direction and expense to be included in all new leases or amendments to existing leases of county-owned property that are entered into on or after January 30, 2026. The substantive, additional lease terms shall require:

a. payment of prevailing wages;

b. for improvements or alterations to the leased property to be performed by lessee at lessee's direction and expense and estimated to cost five million dollars or more, the lessee either sign on as an owner signatory to the county's master community workforce agreement or establish a community workforce agreement for its project that satisfies the provisions required by K.C.C. 12.18A.020.B.1. through 6., and signed by lessee and representatives of the Seattle-King County Building Trades Council, the Northwest National Construction Alliance II, and other labor organizations, as appropriate, before beginning construction of the tenant improvements or alterations; and

c. for improvements or alterations to the leased property to be performed by lessee at lessee's direction and expense and estimated to cost five million dollars or more, the specific numeric percentage utilization goals, that will be included in the lease and negotiated as part of the community workforce agreement, for:

(1) minimum apprenticeship;

(2) priority hire; and

(3) minority and women.

C. The executive shall report a determination made in accordance with this subsection to the council before either executing the lease or an amendment to the lease subject to section B.1.b. of this section. The executive shall make the report by electronically filing a letter with the clerk of the council setting out the reasons for the executive's determinations to waive or reduce the community workforce agreement requirements. The clerk shall retain the original and provide an electronic copy to all councilmembers, the council chief of staff, and the lead staff for the budget and fiscal management committee, or its successor. The report shall be required if:

1. The executive waives the lease requirement of using a community workforce agreement for an improvement or alteration project subject to this section after determining such a requirement might cause the county to be in violation of any state or federal procurement law, rule, or regulation; or

2. In accordance with K.C.C. 12.18A.030.H., the executive determines to waive or reduce the community workforce agreement requirements for an improvement or alteration project subject to this section.

D. The executive shall submit an annual report detailing all awarded leases and amendments which include terms requiring utilization of a community workforce agreement. The report shall be incorporated into the annual apprenticeship report required under K.C.C. 12.16.175.

E.1. The lessee shall not improve or alter the leased property in any manner without the prior written consent of the county, but shall, before making improvements or alterations, submit plans and designs for the improvement or alteration to the county for approval. If the plans and designs are disapproved, the improvements or alterations shall be made only with such changes as may be required by the county. Incorporating the county's required changes in the lessee's plans and designs shall not constitute that the county is in any way directing the improvement or alteration work. As part of the county's consent process for those improvements or alterations to the leased property estimated to cost five million dollars or more to be undertaken by the lessee at its direction and expense, the county and lessee shall execute an amendment to the lease to incorporate the lease terms required by subsection B. of this section.

2. Unless otherwise stipulated, all improvements or alterations erected or made on the leased property shall, on expiration or sooner termination of the lease, belong to the county without compensation to the lessee, but the county shall have the option, to be exercised on expiration or sooner termination of this lease, to require the lessee to remove any or all of the improvements or alterations. If the lessee fails substantially to make the improvements or alterations required by the lease, the lease shall be terminated and all rentals paid shall be forfeited to the county.

3. All green building requirements in K.C.C. chapter 18.17, except the annual reporting requirements in K.C.C. 18.17.070.B., shall apply to all new, renewed or extended leases of county-owned property that go into effect after March 21, 2022. The requirements shall be included in lease agreements managed by the department of executive services, facilities management division. The department of local services, permitting division, may review for compliance with the requirements during review of building permit applications.

((~~C.~~)) F. Except for lease or leaseback arrangements entered into under K.C.C. 4.56.160.E., any lease made for a period longer than five years shall contain provisions requiring the lessee to permit the rents to be adjusted and fixed by the county every five years, but any lease may provide for more frequent readjustments. If the lease permits the county to adjust the rent, the county shall give the lessee written notice of the adjusted rent, in accordance with the terms of the lease. The rent as adjusted shall take effect thirty days after the date of the notice unless the lessee, within thirty days following the receipt of the notice from the county, gives the county written notice of the lessee's rejection of the adjusted rent. If the lessee and the county cannot agree upon the rental readjustment, the rent shall be adjusted by arbitration. For arbitration, the lessee and the county shall each select one disinterested arbitrator and the two selected arbitrators shall select a third. If the two arbitrators have not selected a third arbitrator within thirty days after the selection of the last selected of the two, either the lessee or the county shall apply to the presiding judge of the superior court for King County for the appointment of a third arbitrator. Each arbitrator must be a member of the American Institute of Real Estate Appraisers, the Society of Real Estate Appraisers or other appraisal society or association having equivalent ethical and professional standards. If a licensing requirement for real estate appraisers is imposed by any legislative body, each arbitrator shall also be so licensed. The three arbitrators shall determine a fair rent for the premises based upon the fair market rental value of the property, as defined in K.C.C. 4.56.010. The decision of a majority of the arbitrators shall bind both the lessee and the county. At the conclusion of the arbitration, the arbitrators shall submit written reports to the lessee and the county. The cost of the arbitration shall be divided equally between the lessee and the county.

((~~D.~~)) G. Except as provided in K.C.C. 4.56.150.D. and E. and 4.56.160.D., the rent of all leases of county real property shall be based upon fair market rental value, as defined in K.C.C. 4.56.010.

((~~E.~~)) H. No lease shall be assigned or subleased without the assignment or sublease being first authorized by the county in writing. All leases, when drawn, shall contain this provision.

((~~F.~~)) I. Notwithstanding the other provisions of this chapter and following such procedures as may be determined appropriate by the council, the executive may enter into long-term master leases of county property under which developers: would develop the property into office and other space required or approved by the county; would lease some of space back to the county and may lease space unneeded by the county to private or public entities for private or public uses as approved by the county council; and would convey all leasehold improvements to the county at the expiration or termination of the master leases. A master lease shall be subject to approval by the council.

SECTION 3. The executive shall take all actions necessary to allow a lessee subject to this ordinance to sign on to the master community workforce agreement and be similarly situated as the county under that agreement. If, after good faith efforts, the executive determines that expanding the master community workforce agreement, by amendment or otherwise, to cover a lessee of county-owned property is not feasible, then the executive shall require a community workforce agreement satisfying section 2.B.1.b. of this ordinance.

SECTION 4. **Severability.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

Ordinance 19924 was introduced on 3/18/2025 and passed by the Metropolitan King County Council on 5/6/2025, by the following vote:

Yes: 8 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Quinn, von Reichbauer and Zahilay
Excused: 1 - Perry

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Signed by:
Girmay Zahilay
1AEA3C5077F8485...
Girmay Zahilay, Chair

ATTEST:

DocuSigned by:
Angel Foss
C267B914088E4A0...
Melani Hay, Clerk of the Council

APPROVED this _____ day of 5/15/2025, ______.

Signed by:
AAA4841FD7644BE...
Shannon Braddock, County Executive

Attachments: None

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Certificate Of Completion

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Payment Events	Status	Timestamps

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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:
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- 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.