

#6

Attachment 6

Lease # 1819

LEASE AGREEMENT

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

1. **Premises:** Lessor does hereby agree to lease to Lessee office space, comprising approximately 125 square feet, located in the south section of the fire station, to be used by officers employed with the King County Sheriff's Office. It is understood that the space is made available on a nonexclusive basis and that the Lessor will retain access to the space at all times.
2. **Term:**
 - 2.1 The term of this lease shall be for 24 months, commencing on January 1, 2008 and shall terminate on December 31, 2009. Lessee shall give Lessor not less than sixty days written notice prior to the end of the Lease term if it intends to negotiate a renewal of the Lease term. Lessor shall give Lessee not less than sixty days written notice prior to the end of the lease term if it does not intend to negotiate a renewal of the lease term.
 - 2.2 The County's obligations to Lessor, if any, that extend beyond the current calendar year are contingent upon approval of the lease by the King County Council or appropriation by the King County Council of sufficient funds to pay such obligations. Should such approval or appropriation not occur, this lease and all County obligations hereunder will terminate at the end of the current calendar year in which such approval or appropriation expires.
 - 2.3 If Lessor cannot deliver possession of the premises to Lessee on the above commencement date, provided that delivery of premises can be made within a reasonable time frame, this lease shall not be void or voidable; but, in that event, there shall be a proportionate reduction of rent covering the period between the above commencement date and the time when Lessor can deliver possession.
3. **Rent:** Lessee covenants and agrees to pay Lessor, at Lessor's address, P.O. Box 609, Fall City, WA. 98024-0609 without deduction or offset, monthly rent in the amount of \$200.00, payable in advance, without prior notice or demand, on the first day of each month of the lease term. Rent for any fractional calendar month, at the beginning of the calendar term, shall be prorated.
4. **Utilities and Services:** The Lessee shall provide for, at its sole expense, any additional telephone lines, internet, LAN and or WAN data services that the agency may need. Upon termination of the lease the Lessee shall, at its sole expense disconnect and terminate any such services.
5. **Alterations and Maintenance:**
 - 5.1 Lessee shall not make any alterations or additions to the premises without prior written permission of the Lessor, which consent shall not be unreasonably withheld.
6. **Indemnity and Hold Harmless:** Lessor and Lessee mutually agree that in any and all causes of action and / or claims, or third party claims, arising under the terms, use and /or operations of this lease, including the leased premises, each party shall be responsible to the other only to the extent of each other's comparative fault in causing alleged damages or injuries. Notwithstanding the provisions of paragraph 8 (below), each party agrees to indemnify the other to the extent of the indemnitor's and indemnity's proportional share.

As to any and all causes of actions and / or claims, or third party claims, arising under the sole fault of a party to this lease, said party shall have a duty to defend, save, and hold the other party harmless, and

upon failure to do so, said party shall pay reasonable attorney's fees, costs and expenses incurred by the other party to this lease in defense of said claims and / or actions.

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

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

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

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

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

12. Hazardous Substances:

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

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

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

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

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

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

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

c. Any pollutant, contaminants, substances, as defined above, posing a danger or threat to public health or welfare, or to the environment, which are regulated or controlled by any federal, state and local laws, and regulation, as now or hereafter amended.

13. Waiver of Subrogation: Lessor and Lessee agree that they shall not make a claim against or seek recovery from the other for any loss or damage to their property, or the property of others, resulting from fire or other hazards covered by a fire and extended coverage insurance and each hereby releases the other from any such claim or liability regardless of the cause of such loss or damage so covered by insurance. In the event of any increased cost or impairment of ability to obtain such insurance, the party suffering such increased cost or impairment may terminate such waiver and release upon written notice to the other party hereto. Such waiver is conditioned upon the parties having had their respective insurance companies issue a policy or endorsement providing that the waiver or release of subrogation rights shall not adversely affect or impair such policies or recovery by the insured thereunder.

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

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

16. Costs and Attorney's Fees: If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this lease, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this lease will be in the county in which the premises is located.

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

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

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

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

19.4 Lessee shall execute the written agreement and any other documents required by the lender to accomplish the purposes of this paragraph.

20. Successors and Assigns: All of the agreements, conditions and provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee

21. Anti-Discrimination: In all services or activities, and all hiring or employment made possible by or resulting from this lease, there shall be no discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Lessor shall not violate any of the terms of R.C.W. 49.60, Title VII of the Civil Rights Act of 1964 or King County Code 12.16.020. Any violation of this provision shall be considered a violation of a material provision of this lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the lease and may result in ineligibility for further agreements. The Lessor will also comply with other antidiscrimination laws or requirements of any and all jurisdictions having authority.

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

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

24. Notices: All notices by either party to the other shall be in writing and may be delivered personally or by certified or registered mail to the following addresses:

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

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

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

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

26. Entire Agreement: This lease contains all covenants and agreements between the Lessor and Lessee relating in any manner to the leasing, occupancy and use of the premises and Lessee's use of the building and other matters set forth in this lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this lease shall not be altered, modified or added to except in writing signed by Lessor and Lessee.

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

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

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

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

By: _____
Real Estate Services Section

Date: _____

By:  _____
King County Sheriff

Date: 1/2/08

APPROVED AS TO FORM ONLY:

By: _____
Sr. Deputy Prosecuting Attorney

Date: _____

LESSOR
King County Fire Protection District #27

By: _____
Chair of the Board

Date: _____

RENTAL AGREEMENT

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

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

The premises will be utilized for a police precinct.

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

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

(PLEASE SEE ATTACHED ADDENDUM)

The Lessor and King County agree that as to all third party claims, actions, or causes of actions of whatsoever kind or nature made or asserted against either or both of them, and arising out of the use of operation of the premises, each will be liable to the other to the extent of each other's fault and shall indemnify the other for such amount. As to all such third party claims, actions, or causes of action which are a consequence of the sole fault of a party to this Rental Agreement, such party shall have the duty to defend, save, and hold the other harmless, and upon failure to do so shall pay reasonable fees, costs, and expenses incurred by the other party to this Rental Agreement in defense of any such third party claims or actions.

LESSOR:

LESSEE: King County, Washington

BY: _____
Robert A. Pennini, Owner

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

Date: _____

Date: 10/17/07

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

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

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