



Legislation Text

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Clerk 12/10/2008

AN ORDINANCE authorizing the county executive to enter into a twenty year lease with the city of Kent for space in the Aukeen district court facility.

STATEMENT OF FACTS:

1. The county's Aukeen district court facility ("the facility") located in the city of Kent ("the city") has four courtrooms.
2. Two of these four courtrooms, together with associated space for municipal court staff and the municipal court judge, have been rented for several years to the city, and the most recent lease for such space expired June 30, 2008.
3. The city is currently leasing space in the facility on a month to month holdover arrangement.
4. The District Court Facilities Master Plan ("FMP"), approved by the King County council in 2007, identified an immediate need for two additional court rooms in the south division of the district court.
5. The county has no current funding plan to accomplish the construction of these additional district court rooms in the near term.
6. The city has identified a need for at least one additional municipal courtroom.
7. The city has proposed to fund an expansion of the facility as a city public work, which project would include construction of three additional courtrooms, three additional judicial chambers, expanded staff space for both the city and county, expanded public space and expanded parking (the "court project").

8. The city and county have negotiated terms of a lease agreement and construction work letter to accomplish the court project at the city's expense and risk as a city public work, under which agreement the county will retain ownership to the building at all times.
9. The lease agreement provides that after the court project is completed, four courtrooms will be available for the use of the district court as called for by the FMP, and three courtrooms will be available to the city municipal court.
10. The lease term is for a term of twenty years and may be terminated for convenience by the county.
11. The lease further provides that upon the expiration or termination of the lease, the value of the expanded facility will be shared between the parties based on a formula that considers the value added to the building by the court project.
12. The city currently has a right of first offer to purchase the facility if the county determines in the future to sell it.
13. The lease provides an amendment to said right of first offer to the city to purchase the facility as expanded, with application of the formula for sharing the value of the facility as described in the lease.
14. The facility is located adjacent to the city's municipal jail.
15. The lease grants the county a right of first offer to purchase the city's municipal jail and associated property should the city determine in the future to sell it.
16. The lease further provides for an amendment to the existing reciprocal parking easement that addresses parking needs at the facility, which amendment expands the county's rights to parking in order to accommodate needs at the expanded facility.
17. In accordance with K.C.C. 4.56.150, 4.56.160 and 4.56.180, the King County council may adopt an ordinance permitting the county to lease its property for a term of years not to exceed

thirty five years for property used for commercial purposes requiring extensive improvements and which extend the lease term by more than five years.

18. The lease agreement is consistent with these requirements of the county code.

19. The city is an important regional partner for the county in the provision of criminal justice services.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive is hereby authorized to execute a twenty year lease under the terms and conditions described substantially in the form of Attachment A to this ordinance, which contains a right of first offer to the city to purchase certain property, as well as a right of first offer to the county to purchase certain property.

SECTION 2. The appropriate county officials, agents and employees are hereby authorized to take all actions necessary to implement the lease and all actions up to now taken by county officials, agent and employees consistent with the terms and purposes of the lease agreement are hereby ratified, confirmed and approved.

SECTION 3. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the county is declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements are null and void and shall be deemed separable from the remaining

covenants and agreements of this ordinance and in no way affect the validity of the other provisions of this ordinance or of the lease.