

RESOLUTION NO. 3883

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE MULTI-SERVICE CENTER.

Be it resolved that the City Council of the City of Kirkland does hereby authorize the City Manager to execute a lease agreement with the Multi-Service Center for use of City-owned property located at 302 First Street, Kirkland, Washington.

Passed by majority vote of the Kirkland City Council in regular, open meeting on the 7th day of June, 1994.

Signed in authentication thereof on the 7th day of June, 1994.



Mayor

ATTEST:



City Clerk

RES-MSC.JUN/KA:cw

AGREEMENT

On this _____ day of _____, 1994, the City of Kirkland ("City") and the Multi Service Centers of North and East King County ("MSC") make the following lease agreement with respect to 302 First Street, Kirkland, Washington.

1. City does hereby lease to MSC, the hereinafter described portion of those certain premises commonly known as 302 First Street, Kirkland, Washington (hereinafter called the "MSC Area"), being situated upon land legally described as:

Lots 6, 7 and 8, Block 209, Map of Kirkland, King County, Washington, according to the plat thereof recorded in Volume 6 of plats, pages 53 to 67, inclusive, in King County, Washington.

2. This agreement is for a lease to MSC of the lower level of the building known as the main church building at 302 First Street, Kirkland, Washington and this is what is meant by the term "MSC Area". MSC will have no use of the upper level of the main church building, and shall not enter that space, provided, however, that City contemplates leasing said upper level to MSC once City no longer needs that space.

3. A. The term of this lease shall be for seven years, commencing the _____ day of _____, 19___. After the initial seven year term, this lease may be extended, at City's option, for periods of one year, provided, however, that these extensions may be earlier terminated, after six months' written notice to MSC, should City plan to use this property or building for City Hall related purposes. In no event shall the term or extensions of this lease continue for more than ten years after the date it initially commenced. MSC understands that the ten year maximum tenancy controls without regard to the question whether City has other plans for or need of the premises.

MSC may terminate this lease and be relieved of any further duties under it, at any time during the term of this lease, so long as MSC has given City six months' written notice in advance of the date for early termination.

B. MSC covenants and agrees to, in lieu of rent paid to City, adopt a plan to accumulate funds towards capital expenses necessary for relocation. In addition, MSC will, annually, beginning in 1996, no later than February

15th of each year, provide to City a written report as to the status of relocation funding and efforts to locate a permanent facility. If the report is not to the satisfaction of the City, then City will notify MSC in writing, at least six months in advance, that this lease will terminate or, at City's option, that MSC will thereafter be required to pay market value rent, in advance, on the first day of each month for the remainder of the lease term.

4. MSC agrees to timely pay all utility charges and fees for services to the premises during the life of this lease.

5. This agreement is made with respect to the premises on an "as is and where is" basis. MSC understands that the City enters into this agreement only at the request of MSC so that it may have an interim, temporary facility while it is securing its permanent facility. City has not undertaken to provide a commercially reasonable office facility. City is responsible for structural maintenance, upkeep and repair and capital maintenance, such as for the roof. City does not intend to do or pay for any work to give the premises useful life beyond ten years after the commencement date of this lease.

MSC understands that City can only lease the premises under these terms so long as City has no routine maintenance exposure. MSC is responsible for janitorial and routine maintenance such as timely replacement of light bulbs, repair of faucets, clearing clogged drains or toilets and cleaning of floors as needed. MSC shall have janitorial and/or routine maintenance done by professional contractors. When electrical or plumbing work is to be done, MSC will have the work done by persons who are appropriately licensed. City will not be obliged to keep any appliances or kitchen facilities in good repair. MSC is responsible for and will pay for any new landscape materials and regular maintenance of landscaping or grass, with the only exception that, so long as the Parks Department occupies the upper level, City will mow the grass.

MSC shall, at its own expense and at all times, keep the premises neat, clean and in a sanitary condition, and keep and use the premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities. MSC shall permit no waste, damage or injury to the premises.

6. MSC will make no tenant improvements, alterations, additions or do any remodeling without prior written City consent. All signs or symbols placed by MSC on or about the premises shall be subject to City's prior written approval.

7. MSC shall keep the premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by MSC, and shall hold City harmless against the same. In the event MSC becomes insolvent, bankrupt, or if a receiver, assignee or other liquidating officer is appointed for MSC, City may cancel this lease at its option.

8. MSC shall not sublet or allow another entity to occupy the whole or any part of the premises, nor assign this lease, without the prior written consent of the City, which shall be at the sole discretion of the City, given the unusual nature of this lease. This lease shall not be assignable by operation of law.

9. In the event the premises are damaged by fire, the elements, or other casualty, the decision whether the premises are still usable by MSC or whether the premises will be rebuilt or restored, will be within the sole discretion of the City. As soon as possible after damage occurs, City will notify MSC as to whether the lease has been terminated or will be terminated due to the casualty.

10. MSC understands that City will have construction activities occurring in close proximity to the MSC Area. MSC accepts that this lease does not grant to MSC any control of the site or land area surrounding the MSC Area, and that MSC's activities may be disrupted by noise or other aspects of construction. MSC will advise persons who come within or may come within the MSC Area that disruption associated with the expected level of construction would not be a fair complaint to City.

City, or its officers, agents and employees, shall not be liable for any injury or damage to persons or property sustained by MSC or others, in and about the MSC Area. MSC agrees to defend and hold City, its officers, agents and employees, harmless from any claim, action, and/or judgment for damages to property or injury to persons suffered or alleged to be suffered on the premises by any person, firm or corporation, unless caused solely by the negligence of City or its officers, agents or employees. Throughout the life of this lease, MSC will maintain general liability insurance, of an occurrence-based type, with limits of at least \$500,000.00 covering all of its activities.

11. 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 shall be in King County, Washington.

12. Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future similar breach. This lease contains all of the agreements between the parties; and there shall be no modification of the agreements contained herein except by written instrument.

13. MSC agrees, upon termination of this lease, to peacefully quit and surrender the premises without additional notice. City would not enter into this agreement but for MSC's express assurance that MSC is willing and able to move out without complaint in accordance with the provisions of this lease regarding term. MSC will leave the premises neat and clean and deliver all keys to the premises to City.

14. The covenants and agreements of this lease shall be binding upon the successors and assigns of both parties hereto, except as hereinabove provided.

15. City understands that MSC plans to use the MSC Area for offices for human services including a food bank. MSC shall make no use of the premises without first obtaining a zoning permit and all other licenses or approvals required by governmental agencies. For purposes of this agreement, City makes no promise that MSC will be granted City of Kirkland zoning permits, or that MSC will be able to obtain all governmental approvals which are required for MSC to engage in the activities it now intends or those which it hereafter wishes to have occur within the MSC Area.

MSC understands that written City permission is needed before it may permit any activities to occur which are not directly conducted by MSC. MSC will obtain written City permission, requested through the City Manager, before any activities are conducted in the MSC Area other than MSC's own offices and food bank, and before MSC makes promises regarding other activities. MSC will specifically advise City as to any activities which may produce revenue. MSC understands that none of the activities in the MSC Area may interfere with Kirkland City Hall business.

Except as may be specifically authorized by City, MSC will not be entitled to any parking on City Hall grounds. MSC shall ensure that persons coming to the MSC Area park vehicles only in accordance with zoning approval.

16. Any notice required to be given by either party to the other may be hand delivered. If not, it shall be deposited in the U.S. Mail, postage prepaid, addressed to: MSC at PO Box 2002, Kirkland, Washington 98083; or City of Kirkland, Attention: Property Manager Sheila Cloney, 123 Fifth Avenue, Kirkland, Washington 98033. Any payments or rent which may become due City shall be delivered in the

undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, to me known to be the _____ and _____, respectively, of The MultiServices Centers of North and East King County, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Print Name: _____
 NOTARY PUBLIC in and for the State
 of Washington, residing _____
 My Commission expires: _____
 1city94\MSCagre\gg:nmw