

AGENDA REQUEST FORM

**Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232**

Prepared by:
Deborah Clausing

Department: Attorney

Requested Agenda Date: 02/16/2021

Presenting: _____

Document Title:

Board of County Commissioners Record Assigned
BOCC Agreement

028 - 2021
Yakima County, WA

APPROVED FOR AGENDA:
 Consent Regular
Board of County Commissioners Determined

Agreement - Rental Lease for Prosecuting Attorney's Child Support office in Grant County

Action Requested: *Check Applicable Box*

PASS RESOLUTION EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT
 ISSUE PROCLAMATION PASS ORDINANCE OTHER _____

Describe Fiscal Impact:

Increase monthly rent from \$1700.00 to \$2000.00 effective March 1, 2021.
A total of \$3000.00 to the Prosecutor's General Fund budget

Background Information:

The Child Support Division in Grant County has not had a rent increase since 2011.
The Grant Co. office space is critical to support a staff of 5 who perform support enforcement work on behalf of the State of WA, through the Yakima County Prosecuting Attorney's office.

Summary & Recommendation:

Approve.

Motion:

Department Head/ Elected Official


Signature

AGREEMENT Attached Is Approved as to Form

Corporate Counsel Initial BTW

Late Agenda Requests Require BOCC Chairman Signature:

Return To: Moore Furniture, Inc
PO BOX 281
Ephrata, WA 98823

BOCC Agreement

0 2 8 - 2 0 2 1

LEASE

Yakima County, WA

INTRODUCTION

This LEASE, made and entered into as of the 3rd day of February in the year two thousand twenty one, by and between Moore Rents, Inc., a Washington Corporation, whose address is P.O. Box 281, Ephrata, Washington 98823 for its heirs, executors, administrators, successors and assigns, hereinafter called the Lessors, and the YAKIMA COUNTY WASHINGTON, a municipal corporation, hereinafter called Lessee:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

LEGAL DESCRIPTION

1. The Lessor hereby leases to the Lessee the following described premises, viz:

PARCEL NO. 14-0962-000: BEING A PORTION OF LOTS 14, 15 AND 16, BLOCK 19, THIRD ADDITION TO EPHRATA, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 13, RECORDS OF GRANT COUNTY, WASHINGTON, DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY BOUNDARY LINE AND THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT 16; RUNNING THENCE NORTHWESTERLY ON THE NORTHEASTERLY BOUNDARY LINE OF LOT 16, A DISTANCE OF 50.00 FEET; RUNNING THENCE SOUTHWESTERLY PARALLEL WITH THE SOUTHEASTERLY BOUNDARY LINE OF LOTS 16, 15 AND 14, A DISTANCE OF 120.00 FEET; RUNNING THENCE SOUTHEASTERLY PARALLEL WITH THE NORTHEASTERLY BOUNDARY LINE OF LOT 14, A DISTANCE OF 50.00 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY BOUNDARY LINE OF LOT 14, RUNNING THENCE NORTHEASTERLY ON THE SOUTHEASTERLY BOUNDARY LINE OF LOTS 14, 15 AND 16, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

Commonly known as 428 First N.W., Ephrata, Washington.
Tax Parcel Number 14-0962-000

To be used exclusively for the following purposes:

Offices for the GRANT COUNTY PROSECUTING ATTORNEY, CHILD SUPPORT DIVISION, and/or other County offices.

TERM

2. TO HAVE AND HOLD the premises with their appurtenances for the term beginning March 1, 2021 and ending February 28, 2026.

SUBLEASE

3. The Lessee shall not assign this lease in any event, and shall not sublet the premises except to a desirable tenant and will not permit the use of the premises by any other than the Lessee, such sublessee, and the agents and servants of the Lessee, or of such sublessee.

RENEWAL/CANCELLATION

4. This lease may, at the option of the Lessee, be renewed for five (5) years at a monthly rental to be negotiated.

LESSEE/LESSOR CONSIDERATIONS

5. The Lessor shall further furnish as part of the rental consideration, the following: Real Estate taxes, all property maintenance as described below:

A. Lessee shall pay the utilities, janitor service and supplies.

TERMINATION

6. This contract may not be terminated for the first 12 months except for cause. After the initial 12 month term, either party may terminate this contract upon 180 day written notice sent by first class mail.

CONDITION OF PREMISES

7. *Lessee is currently in possession of premises and is aware of the condition of the property.*

MAINTENANCE

8. Lessor's maintenance obligations under paragraph 8 shall include, but not limited to, the mechanical, electrical, interior lighting (excluding bulbs but including replacement of ballasts and starters as required), plumbing, heating, ventilating and air conditioning systems; floor coverings; window coverings; all structural portions of the building (including roof and the watertight integrity of the same); porches; stairways; sidewalks (as required); drainage; continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, architecturally barrier-free premise for handicapped people, etc.).

9. The Lessor shall, unless herein specified to the contrary, maintain the premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Lessee's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building. The Lessee is responsible for snow removal.

FIXTURES

10. The Lessee, shall have the right during the existence of this lease with the written permission of the Lessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased. Such alterations, fixtures, additions, structures and signs shall be authorized only by Yakama County and Lessor. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions or structures so placed in or upon or attached to the said premises shall be and remain the property of the Lessee and may be removed therefrom by the Lessee upon the termination of this lease. Any damage caused by the removal of any of the above items shall be repaired by the Lessee.

ALTERATIONS/IMPROVEMENTS

11. In the event the Lessee requires alterations/improvements during the term of this lease, any renewals and/or modifications thereof, the Lessor shall have the right to provide such service. If the Lessee considers Lessor's alterations/improvement costs are excessive, the Lessee shall have the right, but not the obligation, to request and receive at least two independent bids; and the Lessee shall have the right at its option, to select one alternative contractor whom the Lessor shall employ and allow to provide such services for the Lessee in compliance with the Lessor's building standards and operation procedures.

PAYMENT

12. Any and all payments provided from herein when made to the Lessor by the Lessee shall release the Lessee from any obligation therefore to any other party or assignee.

RENTAL RATE

13. The Lessee shall pay the Lessor for the premises rent at the following rate: \$2,000.00 per month for 60 months.

DISASTER

14. In the event the leased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises totally unfit for occupancy, or the Lessor (s) neglects and/or refuses to restore said premises to their former condition, then the Lessee may terminate this Lease and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid agencies, the rent herein agreed to be paid shall be

abated from the time or occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Lessee during the period of abatement shall be credited upon the next installment of rent to be paid.

GUARANTEES


15. It is understood that no guarantees, representations, promises or statements, expressed or implied, have been made by the Lessee and Lessor unless endorsed hereon in writing.

CAPTIONS

16. The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.


IN WITNESS WHEREOF, The parties hereunto subscribed their names as of the date first above written.

MOORE RENTS INC.




Kelly Moore
Vice President

YAKIMA COUNTY WASHINGTON, a municipal corporation:



Joseph A. Brusic
County Prosecutor



Deborah Clausing
Operations Manager

LESSOR

STATE OF WASHINGTON)
) ss. CORPORATE ACKNOWLEDGEMENT
COUNTY OF)

On this day personally appeared before me Kelly Moore, to me known to be the individual who, executed the within and foregoing instrument as duly appointed Vice President for More rent and acknowledges that he/she signed the same as his/her free and voluntary act and deed and on oath stating that his/her powers authorizing the execution of this instrument have not been revoked.

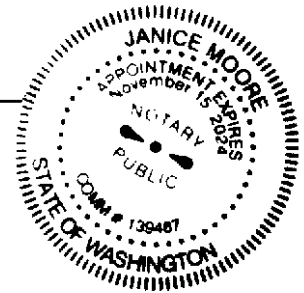
GIVEN under my hand and official seal the 5th day of February, 2021

Janice S. Moore SIGNATURE

JANICE S. MOORE PRINTED NAME

Notary Public in and for the State of Washington, residing at
My Commission Expires NOV 15, 2024

Ephrata WA



LESSEE

STATE OF WASHINGTON)
) ss. INDIVIDUAL ACKNOWLEDGEMENT
COUNTY OF)

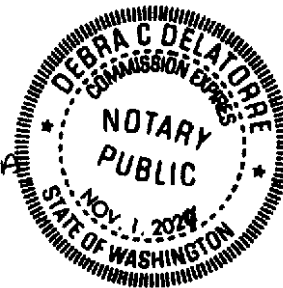
On this day personally appeared before me Joseph B. Brusic, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that Joseph A. Brusic signed the same as Joseph A. Brusic, free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN under my hand and official seal the 5th day of February, 2021

Debra C. Delatorre SIGNATURE

Debra C. Delatorre PRINTED NAME

Notary Public in and for the State of Washington, residing at 2 Yakima, WA
My Commission Expires: 2/5/2024



LESSEE

STATE OF WASHINGTON)
) ss. INDIVIDUAL ACKNOWLEDGEMENT
COUNTY OF)

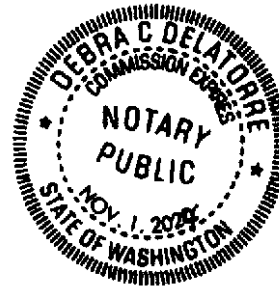
On this day personally appeared before me Deborah Clausung to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that signed the same as Deborah Clausung free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN under my hand and official seal the 5th day of February, 2021

Debra C. Delatorre SIGNATURE

Debra C. Delatorre PRINTED NAME

Notary Public in and for the State of Washington, residing at Yakima, WA
My Commission Expires: 2/5/2024



**BOARD OF YAKIMA COUNTY COMMISSIONERS
AGREEMENT**

Agreement Number

BOCC Agreement

028 - 2021

Yakima County, WA

BOARD OF COUNTY COMMISSIONERS

Ron Anderson, Chairman

Amanda McKinney, Commissioner

LaDon Linde, Commissioner

DATED FEB 16 2021

Attest:

Julie Lawrence, *Clerk of the Board*

Linda Kay O'Hara, *Deputy Clerk*

Approved as to Form:

Hefanie Weigand

Deputy Prosecuting Attorney