

Parks & Recreation Committee Agenda

June 13, 2024, 4:00 PM SeaTac City Hall – City Council Chambers *Hybrid Meeting*

Councilmembers: Iris Guzmán, Chair Mohamed Egal Peter Kwon

A quorum of the Council may be present.

Staff Coordinator: Mary Tuttle, Parks & Recreation Director

This meeting will be conducted in a hybrid format with in-person and remote options for public participation. The meeting will be broadcast on SeaTV Government Access Comcast Channel 21 and live-streamed on the City's website https://seatacwa.gov/seatvlive and click the "live" channel 1 grey box.

ITEM	TOPIC	PROCESS	WHO	TIME
1	Call to Order		Chair	4:00
2	Roll Call of Committee Members	Take Attendance	Chair	2 min. 4:00-4:02
3	Minutes of May 9, 2024	Approval of minutes.	Committee	3 min. 4:02-4:05
4	comments and is also comment opportunities and content. Providing comments must be do Registration is required for in-person comment written public comment instructions provided opart of the record. Instructions for provided at the follow Citizen Advisory Comment of the recomment of the manifement of the manifement of the comment of	The committee will hear in-person public providing remote oral and written public s. All comments shall be respectful in tone written comments and registering for oral ne by 2:00 PM the day of the meeting. In the distribution of the for remote comments and encouraged its. Any requests to speak or provide the which are not submitted following the provide the deadline will not be included as a viding remote oral public comments are wing link: Council Committee and committee Virtual Meetings. The comment will be a and subject and then placed in the packet posted to the website.	Chair	10 min. 4:05-4:15
5	ReWa Lease Agreement Renewal	Requesting a recommendation to place the lease on consent agenda for a future RCM	Florendo Cabudol, City Engineer	15 min 4:15-4:30
6	Paid Internship Program	Requesting a Recommendation	Nicole Jones, Recreation Manager; Ashley Birch, Recreation Supervisor	15 min 4:30-4:45

7	Update on Current CRF's CRF24-05 (Dissolution of CSAC) CRF23-13 (Hotel Vouchers) CRF23-18 (Caseworker Services for Seniors)	Information Only	Evan Maxim, CED Director	15 min 4:45-5:00
8	Directors Update	Information Only	Mary Tuttle, Parks & Recreation Director	5 min 5:00-5:05
9	Adjourn			5:05



Parks and Recreation Committee Minutes

Thursday, May 9, 2024

4:00 PM

Hybrid Meeting City Council Chambers

Commence: 4:00 PM Adjourn: 5:06 PM

Present	Excused	Unexcused
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$\overline{\checkmark}$		

Other City Council Members Present:

Staff Present: Mary Tuttle, Parks & Recreation Director; Gwen Rathe, Administrative Assistant III; Gwen Voelpel, Deputy City Manager; Evan Maxim, CED Director; Erin Bryant-Thomas, Human Services Manager; Ha Dao, Assistant City Attorney; Nicole Jones, Recreation Manager

Others Present:

1.	Call to Order	Meeting was called to order at 4:00 PM by Chair Iris Guzmán.
2.	Roll Call	Roll call was taken. See above.
3.	Approval of Minutes	Minutes from the April 11, 2024, meeting were approved as written.
4.	Public Comment	None
5.	Human Services Update & Briefing	Erin Bryant-Thomas, Human Services Manager, provided updates on the Human Services Division.
		Siliana Consulting, LLC was hired and started April 1, 2024, working on the Human Services Strategic Plan (HSSP).
		She provided an update on the progress of the 2025/2026 application review process for human services funding. Received 85 completed applications for funding. The Community Services Advisory Committee will review over a 6-month period.

	Erin shared upcoming funding opportunities including CDBG Minor Home Repair Application, FEMA funding for asylum seekers, and State funding for asylum seekers.
	No Committee action is being requested as this presentation is for informational purposes only.
6. CRF23-13: Hotel/Motel Vouchers for USO Members	Evan Maxim, CED Director explained that CRF23-13 requests that the City evaluate expanding the existing hotel voucher program to provide hotel vouchers to members of the United Service Organization (USO) and active military members and families.
	Staff are looking for guidance on establishing a USO and activity military member hotel voucher program. It is possible that the proposed expansion may not meet legal requirements. Staff recommend establishing a 2-year pilot program to gather additional data regarding the need for the voucher program. Other questions regarding income verification and the possibility that the recipient of a voucher could be reimbursed elsewhere for their hotel stay need to be addressed.
	This topic will be brought back to the Parks & Recreation Committee for future Council action.
7. CRF23-18: Engagement & Services for Seniors	Evan Maxim, CED Director explained that CRF23-18 requests that the City evaluate working with Community Based Organizations to provide in-home senior support services.
Cernors	The proposed CRF23-18 would expand existing senior services provided by Community Based Organizations beyond the existing programs.
	Staff recommends that the expansion of senior services be evaluated as part of the Human Services Strategic Plan (HSSP), currently underway. Evan's presentation included some details of a possible pilot program. He added that staff can do both a pilot program and evaluate it as part of the HSSP concurrently.
	This topic will be brought back to the Parks & Recreation Committee for future Council action.
8. Update on Current CRF's	 Updates were given on the following CRF's: Youth Internships – Voices is the internship program for all Highline Public Schools. Staff verified that there is a need for youth internships. Establishing what a partnership could look like with Voices. Continuing to work on this and plan to do a presentation to this Committee prior to August. Defenders of Trees – The part-time Urban Forrester position should be posted next week.
9. Directors Update	Mary Tuttle gave an update: • Grant Administrator Mohammad Ehsan and Senior Services Supervisor Linda Croasdill were successful in securing a grant

Parks and Recreation Committee Minutes
May 9, 2024
Page 3 of 3

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	 award through the King County Veterans, Seniors and Human Services Levy grant. Received 33 applications for lifeguard positions. An Aquatics Coordinator will be on staff by May 16. Make Music Day, May 18, 11 AM-3 PM at Angle Lake Park. Jessica Ramirez has done a great job recruiting participants. SeaTac Des Moines Creek Park design amendment progressing to the RCM on May 14.
	The meeting was adjourned at 5:06 PM.



To: Parks and Recreation Committee

Through: Mary Tuttle, Parks and Recreation Director

From: Florendo Cabudol, City Engineer

Date: June 7, 2024

Subject: Commercial real property lease agreement with Refugee Women's Alliance

Agenda Bill #: 6457

Purpose:

Seek Committee's approval to forward, for Council review and action, a lease agreement with the Refugee Women's Alliance to let commercial real property from the City, with a recommendation to approve. Staff is also seeking a recommendation to place this item on the consent agenda for a future Regular Council Meeting (RCM)

Background:

Refugee Woman's Alliance (REWA) is currently leasing space at City Hall with the agreement expiring on June 30, 2024. REWA has expressed interest in entering into a new lease agreement with the City to extend their stay.

The terms for the new lease agreement are as follows:

- Area = approximately 8,197 square feet
- Duration = July 1, 2024 to June 30, 2027
- Cost = \$185,340 (\$22.61/square feet over duration of lease)

Council authorization is required to comply with City policy due to the fiscal impact of this agreement.

Options/Recommendation:

The Committee has the option to direct staff to renegotiate specific terms of the lease agreement if not recommended to forward in its current form. Staff recommends forwarding the lease agreement to Council for authorization to execute.

CITY OF SEATAC COMMERCIAL LEASE AGREEMENT

This Agreement ("Lease") is made on this	of	20	, by and	between the
City of SeaTac ("Landlord"), a Washington m	unicipal corpo	ration, w	ho's add	ress is 4800
South 188th Street, SeaTac, WA 98188 and	Refugee Won	ien's All	iance, a	Washington
nonprofit corporation ("Tenant") to let commerc	ial real propert	y accordi	ng to the t	erms set out
below.				

1. Leased Premises

The Leased Premises ("Premises") is commercial real estate, consisting of an area of approximately 8,197 square feet, identified as Suite 240, and is outlined on the floor plan attached as Exhibit A, including shared use of the common area, and is located on the land commonly known as 4800 South 188th Street, SeaTac, Washington.

2. Term

- a. The Term of this Lease is thirty-six (36) months which starts on July 1, 2024, and will end on June 30, 2027.
- b. Provided Tenant is not in default of any provisions of this lease, at the option of Tenant, Tenant may renew this Lease for two (2) additional successive twelve (12) month terms, if notice of such renewal is given in writing to Landlord no less than ninety (90) days prior to the Termination Date or the expiration of any twelve (12) month renewal term.

3. Commercial Use Only

The Landlord agrees to lease the Premises to the Tenant for use as commercial premises for Refugee Women's Alliance. The Tenant undertakes not to use it for any other purpose without the prior written consent of Landlord.

4. Rent

The based monthly rent shall be \$22.61 per square foot, for a total of ONE HUNDRED EIGHTY-FIVE THOUSAND, THREE HUNDRED FORTY DOLLARS AND ZERO CENTS (\$185,340.00) annually, or FIFTEEN THOUSAND FOUR HUNDRED FORTY-FIVE DOLLARS AND ZERO CENTS (\$15,445.00) monthly. The total rent, plus leasehold tax, if any, at the rate established by the State of Washington, currently 12.84%, brings the total monthly rent due to SEVENTEEN THOUSAND FOUR HUNDRED TWENY-EIGHT DOLLARS AND FORTEEN CENTS (\$17,428.14), beginning on the Commencement Date. Rent shall be payable at Landlord's address shown above, or such other places designated in writing by Landlord.

The Rent shall increase on an annual basis at the rate of three percent (3%), plus taxes. The increase shall apply on the renewal date for any rental period specified under the terms of the Lease.

The first full Rent payment under this Lease shall be due on the Lease Start Date. No holidays, special events, or weekends shall excuse Tenant's obligation to pay timely rent as described by this Lease.

5. Late Fee

If any sums payable by Tenant to Landlord under this Lease are not received within five (5) business days after their due date, Tenant shall pay Landlord an amount of FIFTY DOLLARS (\$50.00) for the cost of collecting and handling such late payment in addition to the amount due. All delinquent sums shall, at Landlord's option, bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is less. Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.

6. Less Than Full Payment

Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accordance and satisfaction or compromise of the amount which is due Landlord. Any portion that remains to be paid by Tenant shall be subject to the late charges and default interest provisions of Section 5.

7. Security Deposit

Upon execution of this Lease, Tenant shall deliver to Landlord the sum of \$451.00, to be added to \$14,994.00 which has already been retained by Landlord, for a total of \$15,445.00, as security deposit for the full and faithful performance by the Tenant of all the Terms of this Lease required to be performed by the Tenant. Landlord's obligations with respect to the security deposit being held are not of a trustee, and Landlord may commingle the security deposit with its other funds.

If Tenant breaches any covenant or condition of this Lease, including but not limited to the payment of Rent, Landlord may apply all or any part of the security deposit to the payment of any sum in default and any damage suffered by Landlord because of Tenant's breach. Tenant acknowledges, however, that the security deposit shall not be considered as a measure of Tenant's damages in case of default by Tenant, and any payment to Landlord from the security deposit shall not be construed as payment of liquidated damages for Tenant's default. If Landlord applies the security deposit as contemplated by this Section, Landlord shall, within five (5) days after a written demand made by Tenant, provide the accounting for how the security deposit was applied. If Tenant complies with all the covenants and conditions of the Lease throughout the Lease term, the security deposit shall be repaid to Tenant without interest within thirty (30) days after the surrender of the Premises by Tenant in the condition required by Section 14 of this Lease.

8. Holdover

If Tenant, or anyone claiming under Tenant, shall continue occupancy of the Leased Premises after the expiration of the Term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the Term of the Lease but shall constitute a tenancy at will, from month-to-month.

If Tenant maintains possession of the Premises for any period after the termination of this Lease (henceforth, the 'Holdover Period'), Tenant shall pay to the Landlord lease payment(s) during the Holdover Period at a rate equal to one hundred fifty percent (150%) of the base rent from the last rent period under this Lease, pro-rated based on the actual number of holdover days. Landlord reserves the right to disallow holding over and compel Tenant to vacate the Premises.

9. Taxes

Tenant shall pay all taxes associated with payment of rent, assessments, liens, and license fees ("Taxes") levied, assessed, or imposed by any authority having the direct or indirect power to tax or assess any such liens, related to, or required by Tenant's use of the Premises as well as all Taxes on Tenant's personal property located on the Premises.

10. Common Areas

The term "Common Areas" means all areas, facilities, and building systems that are provided and designated from time to time by Landlord for the general, non-exclusive use and convenience of Tenant with other tenants and which are not leased or held for the exclusive use of a particular tenant. Common Areas include hallways, entryways, stairs, elevators, driveways, walkways, terraces, loading areas, restrooms, trash facilities, parking areas and garages, roadways, pedestrian sidewalks, landscaped areas, security areas, lobby, common heating, ventilating and air conditioning systems, common electrical services, equipment and facilities, and common mechanical systems, equipment, and facilities. Tenant shall comply with reasonable rules and regulations concerning the use of the Common Areas adopted by Landlord from time to time. Without advance notice to Tenant and without any liability to Tenant, Landlord may change the size, use, or nature of any Common Areas, erect improvements on the Common Areas, or convert any portion of the Common Areas to the exclusive use of Landlord or selected tenants, so long as Tenant is not thereby deprived the substantial benefit of the Premises. Landlord reserves the use of exterior walls and the roof, and the right to install, maintain, use, repair, and replace pipes, ducts, conduits, and wires leading through the Premises in areas that will not materially interfere with Tenant's use thereof.

11. Utilities

Landlord shall provide the Premises the following services, water, sewer, and electricity seven (7) days per week, twenty-four (24) hours per day, and heating, ventilation, and air conditioning from 7:00 a.m. to 7:00 p.m., Monday through Friday. The rent also covers ordinary custodial and cleaning services of the Premises. If water and electricity are not separately metered to the Premises, Tenant shall pay its proportionate share of all charges for any utilities that are jointly metered based on the ratio which the rentable square feet of the Premises are to the total rentable square feet served by the joint meters. Notwithstanding the foregoing, if Tenant's use of the Premises incurs utility charges which are above those usual and customary for the Permitted use, Landlord reserves the right to require Tenant to pay a reasonable additional charge for such usage.

a. Tenant shall furnish all other utilities, including but not limited to, telephone, internet, and cable service if applicable, and other services which Tenant requires with respect

to the Premises, and shall pay, at Tenant's own expense, the cost of all utilities which Tenant requires with respect to the Premises. Landlord shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption, or failure of utilities due to any cause whatsoever, and Rent shall not abate as a result thereof.

12. Alterations

Tenant may make alternations, additions, or improvements to the Premises only with the prior written consent of Landlord, which with respect to Alterations not affecting the structural components of the Premises or utility systems therein, shall not be unreasonably withheld, conditioned, or delayed. Landlord shall have thirty (30) days in which to respond to Tenant's request for any Alterations so long as such request includes the name of Tenant's contractors and reasonably detailed plans and specifications therefor. The term "Alterations" shall not include the installation of shelves, movable partitions, Tenant's equipment, and trade fixtures that may be performed without damaging existing improvements or the structural integrity of the Premises, the building or the property, and Landlord's consent shall not be required for Tenant's installation or removal of those items. Tenant shall perform all work at Tenant's expense and in compliance with all applicable laws and shall complete all Alterations in accordance with plans and specifications approved by Landlord, using contractors approved by Landlord, and in a manner to not unreasonably interfere with other tenants. Tenant shall pay, when due, or furnish a bond for payment, all claims for labor or materials furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanic's or material men's liens against the Premises or the Property or any interest therein. Tenant shall remove all Alterations at the end of the Lease term unless Landlord conditions its consent upon Tenant leaving a specified Alteration at the Premises, in which case Tenant shall not remove such Alteration, and it shall become Landlord's property. Tenant shall immediately repair any damage to the Premises caused by the removal of the Alterations.

13. Maintenance & Repairs

- **a.** Landlord's Repairs. Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act or omission of sublessees, licensees, or contractors, Landlord shall be required to repair only defects, deficiencies, deviations, or failures of materials or workmanship in the building but not the Premises.
- b. Tenant's Repairs. Tenant shall repair and maintain the Premises in good order and condition, except for reasonable wear and tear, the repairs required of Landlord pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Landlord, its employees, agents, or contractors. Tenant shall not damage any wall or disturb the structural integrity of the Premises or the building and shall promptly repair any damage or injury done to such walls or structural elements caused by Tenant or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licenses or invitees.

Notwithstanding anything in this Section to the contrary, Tenant shall not be responsible for any repairs to the Premises made necessary by the negligence or wilful misconduct of Landlord or its employees, officers, agents, servants, contractors,

customers, clients, visitors, guests, or other licensees or invitees therein. If Tenant fails to perform Tenant's obligations under this Section, Landlord may at Landlord's option enter the Premises after ten (10) days prior notice to Tenant and put the same in good order, condition, and repair and the cost thereof together with interest thereon at the delinquent rate set forth in Section 5 shall be due and payable as Additional Rent to Landlord together with Tenant's next month rent payment.

14. Possession

Tenant is entitled to possession during the Term of this Lease. So long as Tenant pays the rent and performs all its obligations under this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord. Upon expiration of the Term, the Tenant agrees to surrender possession and deliver to the Landlord the Premises in as good a condition as they were at the beginning of the Term, reasonable wear and tear excepted.

15. Destruction

- **a. Abatement or Adjustment of Rent.** If the whole or any part of the Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the rent and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Premises of which Tenant shall be deprived on account of such damage or destruction, and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.
- b. Repairs and Restoration. Landlord agrees that in the event of the damage or destruction of the Premises, Landlord shall proceed to repair, restore, replace, or rebuild the Premises (excluding Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Landlord. Notwithstanding the foregoing, if Landlord does not either obtain a building permit within ninety (90) days of the date of such damage or destruction, or complete such repairs, rebuilding, or restoration within nine (9) months of such damage or destruction, then Tenant may at any time thereafter cancel and terminate this Lease by sending thirty (30) days written notice thereof to Landlord. Notwithstanding the foregoing, if such damage or destruction shall occur during the last year of the Term of this Lease, or during any renewal term, and shall amount to twenty-five (25%) percent or more of the replacement cost, (exclusive of the land and foundations), this Lease may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be sent by the party so electing to the other within thirty (30) days after the occurrence of such damage or destruction. Upon termination, by either party hereto, this Lease and the Term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, and the Parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

16. Condemnation

If the Premises, the portion of the building or the property necessary for Tenant's occupancy, or fifty percent (50%) or more of the rentable area of the property are made untenantable by condemnation, or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or Tenant as of the earlier of the date possession of the Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Tenant.

If the condemning authority takes a portion of the Premises or of the building of the property necessary for Tenant's occupancy that does not render them untenantable, then this Lease shall continue in full force and effect and the base monthly rent shall be equitably reduced based on the proportion by which the floor area of any structures is reduced. The reduction in rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. The Premises or the portion of the building or the property necessary for Tenant's occupancy shall not be deemed untenantable if twenty-five percent (25%) or less of each of these areas are condemned. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises or the building or the property and Tenant shall make no claim for the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses if Tenant may terminate the Lease under this Section, provided that in no event shall Tenant's claim reduce Landlord's award.

17. Insurance

- a. The Parties shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. The Tenant's insurance shall be with insurance companies which have an A.M. Best's rating of A X or better, and which are admitted in the state in which Premises are located.
- b. At all times, Lessee shall at its own expense maintain in full force, a Commercial General Liability insurance policy. The Certificate of Insurance shall be provided in an ACORD format. The Commercial General Liability Insurance policy shall provide a minimum limit of \$1,000,000 for each occurrence.
- c. The City makes no representation that the limits or forms of insurance coverage specified or required under this Lease are adequate to cover Lessee's property or Lessee's liabilities or obligations under this Lease. The Lessee assumes all risk for any potential loss to Lessee's property, including any materials or equipment stored on the Premises.
- d. All insurance policies shall be endorsed to state that Lessee's policy is primary and not contributory with any insurance carried by the City. Tenant shall maintain appropriate liability insurance on the Premises. Tenant shall deliver evidence to Landlord as proof of adequate insurance in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such policies.

18. Guaranty Agreement

In consideration of the Landlord's agreement to lease the Premises, and the promises and covenants contained herein, as well as other good and valuable considerations, owners, members, and managing members of the Tenant hereby guarantee, the certain and prompt payment of all rents due and owing, whether such rent payment is currently due or will be incurred in the future (as this Guaranty is specifically agreed to be a continuing guaranty between the Parties, subject to the duration specified herein), thereby acting as Guarantors for the Lease.

Guarantor further acknowledges that the Landlord will be relying on this Guaranty to lease the Property to the Tenant and that this Guaranty is made for the benefit of the Landlord.

19. Waiver of Subrogation

Landlord and Tenant hereby release each other, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by property insurance required to be carried or otherwise carried by each of them. Each party shall provide notice to the property insurance carrier or carriers of this mutual waiver of subrogation and shall cause its respective property insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such property policies or to the extent of liabilities exceeding the limits of such policies.

20. Indemnification

- a. Indemnification by Tenant. Tenant shall defend, indemnify, and hold Landlord harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Tenant or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises or the property, or arising from any breach of this Lease by Tenant. Tenant shall use legal counsel reasonably acceptable to Landlord in defense of any action within Tenant's defense obligation.
- b. Indemnification by Landlord. Landlord shall defend, indemnify and hold Tenant harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Landlord or Landlord's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises or the property, or arising from any beach of this Lease by Landlord. Landlord shall use legal counsel reasonably acceptable to Tenant in defense of any action within Landlord's defense obligation.
- **c. Exemption of Landlord from Liability.** Except to the extent of claims arising out of Landlord's gross negligence or intentional conduct, Landlord shall not be liable for injury to Tenant's business or assets, or any loss of income therefrom or for damage to any property of Tenant or of its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, other licensees or invitees, or any other person in or about the Premises or the property.

21. Assignment & Subletting

Tenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this Lease (collectively referred to as a "Transfer") or any part of the Premises without first obtaining Landlord's written consent which shall not be unreasonably withheld, conditioned, or delayed. No Transfer shall relieve Tenant of any liability under this Lease notwithstanding Landlord's consent to such Transfer. Consent to any Transfer shall not operate as a waiver of the necessity for Landlord's consent to any subsequent Transfer. In connection with each request for consent to a Transfer, Tenant shall pay the reasonable cost of processing the same, including attorneys' fees, upon demand of Landlord, up to a maximum of ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250.00).

If Tenant is a partnership, limited liability company, corporation, or other entity, any transfer of this Lease by merger, consolidation, redemption, or liquidation, or any change in the ownership of, or power to vote, which singularly or collectively represents most of the beneficial interest in Tenant, shall constitute a Transfer under this Section.

As a condition to Landlord's approval, if given, any potential assignee or sublease otherwise approved by Landlord shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable to Tenant and any guarantor, if required, for the payment of Rent and performance of all Terms of this Lease. In connection with any transfer, Tenant shall provide Landlord with copies of all assignments, subleases, and assumption agreements and documents.

22. Liens

Tenant shall not subject the Landlord's estate to any liens or claims of lien. Tenant shall keep the Premises free from any liens created by or through Tenant. Tenant shall indemnify and hold Landlord harmless from liability for any such liens including, without limitation, liens arising from any alterations. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall, within ten (10) days after Landlord's demand, at Tenant's expense, either remove the lien or furnish to Landlord a bond in form and amount and issued by a surety satisfactory to Landlord, indemnifying Landlord and the Premises against all liabilities, costs, and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien.

23. Environmental Standards

- a. "Law or Regulation" as used herein shall mean environmentally related local, state, or federal law, regulation, ordinance, or order (including without limitation any final order of any court of competent jurisdiction), now or hereafter in effect. "Hazardous Substances" as used herein shall mean any substance or material defined or designated as a hazardous waste, toxic substance, or other pollutant or contaminant, by any Law or Regulation.
- b. Tenant shall not allow the presence in or about the Premises of any Hazardous Substance in any manner that could be a detriment to the Premises or in violation of any Law or Regulation. Tenant shall not allow any Hazardous Substances to migrate off the Premises, or the release of any Hazardous Substances into adjacent surface waters, soils, underground waters, or air. Tenant shall be responsible for ensuring that materials are properly stored/contained on site to prevent and/or contain any illicit surface water discharges from the site.

- If Tenant, or the Premises, is in violation of any Law or Regulation concerning the c. presence or use of Hazardous Substances or the handling or storing of hazardous wastes, Tenant shall promptly take such action as is necessary to mitigate and correct the violation. If Tenant does not act in a prudent and prompt manner, Landlord reserves the right, but not the obligation, to come onto the Premises, to act in place of Tenant (Tenant hereby appoints Landlord as its agent for such purposes) and to take such action as Landlord deems necessary to ensure compliance or to mitigate the violation. If Landlord has a reasonable belief that Tenant is in violation of any Law or Regulation, or that Tenant's actions or inactions present a threat of violation or a threat of damage to the Premises, Landlord shall immediately notify Tenant. If Tenant does not correct the violation in a reasonable time, Landlord reserves the right to enter onto the Premises and take such corrective or mitigating action as Landlord deems necessary. All reasonable costs and expenses incurred by Landlord in connection with any such actions shall become immediately due and payable by Tenant upon presentation of an invoice therefor.
- d. Landlord shall have access to the Premises to conduct an annual environmental inspection. In addition, Tenant shall permit Landlord access to the Premises at any time upon reasonable notice for the purpose of conducting environmental testing at Landlord's expense. Tenant shall not conduct or permit others to conduct environmental testing on the Premises without first obtaining Landlord's written consent. Tenant shall promptly inform Landlord of the existence of any environmental study, evaluation, investigation, or results of any environmental testing conducted on the Premises whenever the same becomes known to Tenant, and Tenant shall provide copies of such result to Landlord.
- e. Prior to vacation of the Premises, in addition to all other requirements under this Lease, Tenant shall remove any Hazardous Substances placed on the Premises during the Term of this Lease or Tenant's possession of the Premises and shall demonstrate such removal to the Landlord's satisfaction. This removal and demonstration shall be a condition precedent to Landlord's payment of the security deposit to Tenant upon termination or expiration of this Lease.
- f. No remedy provided herein shall be deemed exclusive. In addition to any remedy provided above, Landlord shall be entitled to full reimbursement from Tenant whenever Landlord incurs any costs resulting from Tenant's use or management of Hazardous Substances on the Premises, including but not limited to, costs of clean-up or other remedial activities, fines or penalties assessed directly against Landlord, injuries to third persons or other properties, and loss of revenues resulting from an inability to relet or market the property due to its environmental condition (even if such loss of revenue occurs after the expiration or earlier termination of this Lease).
- g. In addition to all other indemnities provided in this Lease, Tenant agrees to defend, indemnify and hold Landlord harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation clean-up or other remedial costs (and including attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of

actual litigation or in reasonable anticipation of litigation), arising from the existence or discovery of any Hazardous Substance on the Premises, or the migration of any Hazardous Substance from the Premises to other properties or into the surrounding environment, when either:

- i. Made, commenced, or incurred during the Term of this Lease, or
- ii. Made, commenced, or incurred after the expiration or termination of this Lease if arising out of events occurring during the Term of this Lease.

24. Default

a. Landlord's Remedies. If:

- i. Tenant fails to pay the Rent to the Landlord or any amount of it due or within any grace period.
- ii. Tenant fails to perform any of its obligations under this Lease or any applicable obligation under the Original Lease.
- iii. The Premises, or any part of it, is completely or partially damaged by fire or other casualty that is due to the Tenant's negligence, wilful act, or that of Tenant's employee, family, agent, or guest.
- iv. Tenant abandons the Premises or any part of the Premises.
- v. Tenant uses the Premises for any unpermitted or illegal purposes.
- vi. Tenant becomes insolvent, commits an act of bankruptcy, becomes bankrupt, takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, becomes involved in a voluntary or involuntary winding up, dissolution or liquidation proceeding, or if a receiver will be appointed for the affairs of the Tenant.
- vii. Any other event of default provided by local, state, or federal law,

then Landlord shall be entitled to its election (unless Tenant shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:

- A. Terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the Term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or
- B. Terminate this Lease as provided herein and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (1) the Minimum Rent, Percentage Rent, Taxes and all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, over (2) the aggregate reasonable rental value of the Premises for the same period,

- all of which excess sum shall be deemed immediately due and payable; or
- C. Without terminating this Lease, declare immediately due and payable all Minimum Rent, Taxes, and other rents and amounts due and coming due under this Lease for the entire remaining Term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said Term. Upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants, and subtenants on account of said Premises during the Term of this Lease, provided that the monies to which Tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to the preceding sentence less all costs, expenses and attorneys' fees of Landlord incurred in connection with the reletting of the Premises; or
- D. Without terminating this Lease, and with or without notice to Tenant, Landlord may in its own name but as agent for Tenant enter into and upon and take possession of the Premises or any part thereof, and, at Landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorneys' fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time-to-time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time

- thereafter elect to terminate this Lease for any such previous default provided the same has not been cured; or
- E. Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, utilities, or other services, whether Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or
- F. Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; or
- G. Foreclose the security interest described herein, including the immediate taking of possession of all property on or in the Premises; or
- H. Pursue such other remedies as are available at law or equity.

In the event of Tenant's default, Landlord shall be required to notify Guarantor before proceeding against Guarantor for the amount guaranteed.

Landlord's pursuit of any remedy of remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude the pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) serve as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

- Landlord's Self-Help. If Tenant shall default in the performance or observance of any b. agreement or condition in this Lease contained on its part to be performed or observed, and if Tenant shall not cure such default within thirty (30) days after notice from Landlord specifying the default (or if such default shall reasonably take more than thirty (30) days to cure, and Tenant shall not have commenced the same within thirty (30) days and diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefor and save Landlord harmless therefrom. Provided, however, that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Tenant if any emergency exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of the next payment of rent due and shall for all purposes be deemed and treated as rent hereunder.
- c. Tenant's Self-Help. If Landlord shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and if Landlord shall not cure such default within thirty (30) days after notice from Tenant specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and Landlord shall not have commenced the same within thirty (30)

days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefor and save Tenant harmless therefrom. Provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of rent due hereunder; provided, however, that should said amount or the liability therefor be disputed by Landlord, Landlord may contest its liability or the amount thereof, through arbitration or through a declaratory judgment action and Landlord shall bear the cost of the filing fees therefor.

25. Landlord Access to Premises

Subject to Tenant's consent, which shall not be unreasonably withheld, the Landlord may enter the Premises upon twenty-four (24) hours' notice for any of the following reasons:

- a. To inspect the Premises;
- b. To maintain the Premises;
- c. To make repairs that the Landlord is obligated to perform;
- d. To provide necessary services;
- e. To show the unit to prospective buyers, lessors, or workers.

Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in case of an emergency, Landlord may enter the Premises without Tenant's prior consent.

During the last three (3) months of this Lease, or any extended Term of this Lease, Landlord shall be allowed access to the Premises to display 'To Let' signs and show the Premises to prospective future tenants.

26. Alterations or Improvements

Tenant shall have the obligation to conduct any construction (at Tenant's expense) that may be required to use the Premises.

Tenant may also construct such fixtures on the Premises (at Tenant's expense) and in compliance with all applicable laws, in a manner to not unreasonably interfere with other tenants, that appropriately facilitates its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld.

Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent.

At the end of the Term, Tenant shall be entitled to remove, or at the request of the Landlord, shall remove such fixtures and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

27. Termination Upon Sale of Premises

Notwithstanding any other provisions in this Lease, the Landlord may terminate this Lease upon thirty (30) days written notice to Tenant that the Premises has been sold.

28. Property Damage

- a. Loss and Damage. Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to the property of Tenant or of others located on the Leased Premises, except where caused by the wilful act or omission or negligence of Landlord, or Landlord's agents, employees or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord under Article VII hereof, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost or expense arising therefrom.
- b. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

29. Merger

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work as a merger and shall, at the option of Landlord, terminate all or any existing subtenancy or may, at the option of Landlord, operate as an assignment to Landlord of any or all such sub-tenancy.

30. Governing Law and Jurisdiction and Costs of Litigation

This Lease shall be governed by and construed under the laws of the State of Washington. Any action brought under this Lease or relating to this Lease shall be brought in the Superior Court of King County, State of Washington. The prevailing party shall have the right to collect from the other party its reasonable attorney's fees and costs in litigation.

31. Severability

If there is a conflict between any provision of this Lease and local, state, or federal law then said law will prevail and such provisions of this Lease that are inconsistent will be deleted or modified to comply with said law. Further, any provisions that are required by law are incorporated into this Lease.

This Lease will continue to be valid and enforceable to the extent it is held to be by law.

32. Americans with Disabilities Act Compliance

As dictated by the Americans with Disabilities Act (ADA), all businesses that are open to the public or employ fifteen (15) or more people require that the premises be accessible to individuals with disabilities. If the Premises must be altered for ADA compliance, the cost of improvements, alterations, and/or modifications necessary for compliance with the ADA shall be the responsibility of the Landlord.

33. Subordination of the Lease

This Lease is subordinate to any mortgage that now exists, or may be given later by the Landlord, with respect to the Premises.

34. Notices

All notices from the Landlord to the Tenant will be sent to the address at which the Tenant is to be contacted in Schedule 1.

All notices from the Tenant to the Landlord will be sent to the address at which the Landlord is to be contacted in Schedule 1.

All notices to be given under this Lease will be in writing and will be served personally or sent by certified or registered mail using United States Postal Service.

35. Disputes During the Lease Period

If a disagreement arises during the Lease period, the following actions shall take place:

- a. If there is a dispute between the Landlord and Tenant, all Parties agree to attempt to come to an agreement using an agreed-upon mediator.
- b. It is agreed that the costs involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to come to a resolution.
- c. Both Parties agree that they shall allow the mediator thirty (30) days from the first meeting to reach a compromise before going to court.
- d. If the Parties are unable to come to an agreement with the assistance of the mediator in thirty (30) days, they each reserve the right to bring legal action in a court of law.

The decision of mediator shall be legally binding upon all Parties involved.

36. Heirs and Assigns

Tenant may not transfer or assign this Lease or any portion of this Lease to a third-party. Notwithstanding the foregoing, all covenants of this Lease shall succeed to and be binding upon any heirs, executors, administrators, successors, and assigns of the Parties.

37. No Waiver

If Landlord fails to enforce strict performance of any part or sub-part of this Lease, this shall not be construed as a waiver of Landlord's right to enforce the same part or sub-part later in time or to enforce any other part or sub-part.

38. Further General Provisions

- a. Estoppel Certificates. At any time and from time-to-time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.
- b. Captions and Definitions of Parties. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the Terms and provisions of this Lease. The word "Landlord" and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm or corporation named herein as Landlord or the mortgagee in possession at any time, of the land and building comprising the Leased Premises. If there is more than one Landlord, the covenants of Landlord shall be the joint and several obligations of each of them, and if Landlord is a partnership, the covenants of Landlord shall be the joint and several obligations of each of the partners and the obligations of the firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease otherwise provided, the Terms and provisions of this Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- c. No Other Relationships. Nothing contained herein shall be deemed or construed by the Parties hereto nor by any third-party as creating the relationship of principal and agent or of partnership or of a joint venture between the Parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto other than the relationship of Landlord and Tenant.
- **d. Brokerage.** No party has acted as, by or through a broker in the effectuation of this Lease, except as set out hereinafter.
- **e. Entire Agreement.** This instrument contains the entire and only agreement between the Parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both Parties.
- **f. Governing Law.** All matters pertaining to this Lease (including its interpretation, application, validity, performance, and breach) in whatever jurisdiction action may be brought, shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. The Parties herein agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in King County, Washington.

If litigation results from or arises out of this Lease or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other expenses, whether taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one (1) year after the date the cause(s) of action accrued regardless of whether damages were otherwise as of said time calculable.

- **g.** Contractual Procedures. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the Parties hereto waiving all rights they may have to object to the method by which service was perfected.
- h. Extraordinary Remedies. To the extent cognizable at law, the Parties hereto, in the event of breach and in addition to all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

TENANT: Refugee Women's Alliance, a Washington Nonprofit Corporation	LANDLORD: City of SeaTac
MK Ehro	Printed Name:
Printed Name: Mahnaz Eshetu	Title: City Manager
Title: Executive Director	Date:
Date: 5/31/2024 GUARANTOR:	GUARANTOR:
Printed Name:	Printed Name:
Address:	Address:
Phone Number:	Phone Number:
Email Address:	Email Address:
Date:	Date:

APPROVED AS TO FORM:

Printed Name:	Ha T. Dao
Title: <u>Assista</u>	nt City Attorney
Date:	

