

# CLARK COUNTY STAFF REPORT

DEPARTMENT: General Services

DATE: October 30, 2018

**REQUESTED ACTION: Approval of additional funding from the General Fund for the Execution of Lease Extensions for the Family Law Annex and Children's Justice Center located at 601 W. Evergreen Blvd**

Consent     Hearing     County Manager

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## BACKGROUND

The county's Family Law Superior Courts are housed in an office building located at 601 W. Evergreen Blvd., which is owned by Capital Development Company (CDC). Three courtrooms and court offices are located in this space. The area is referred to as the Family Law Annex (FLA). The Arthur D. Curtis Children's Justice Center (CJC) is also housed in the same building.

The county's original 2008 lease of space for the FLA provided for two five-year options to renew. The lease was extended for five years in 2013 and the final option to renew has been negotiated, the terms of this extension are below. Action taken by the Board of County Commissioners on November 20, 2007 authorized the County Administrator to sign all subsequent amendments and extensions to the FLA original lease.

CDC has agreed to extend the FLA lease an additional seven (7) months beyond the five-year term, for a total of 67 months ending May 31, 2024. The lease extension includes a three percent increase in rent the first year and 2.5 percent annual increases thereafter.

Concurrently, CDC has agreed to extend the CJC's lease for a additional 14-month period, to allow both leases to expire on the same date (May 31, 2024). The current six-year lease period includes no increases in annual rent following the first year. There will be an increase in the rental rate in 2023 of 2.56 percent. Action taken by the Board of County Commissioners on February 27, 2007 authorized the County Administrator to sign all subsequent amendments and extensions to the CJC original lease.

No other county campus space is currently available for these mandated functions.

## COUNCIL POLICY IMPLICATIONS

None

## ADMINISTRATIVE POLICY IMPLICATIONS

None

## COMMUNITY OUTREACH

None

**BUDGET IMPLICATIONS**

YES	NO	
		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
X		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

Local Fund Dollar Amount	\$1,848,076.00-Fund 5093 and \$180,717-Fund 1018
Grant Fund Dollar Amount	
Account	Facilities Fund 5093 / Arthur D Curtis CJC Fund 1013
Company Name	Capital Development Company

**DISTRIBUTION:** Ann Christian, Michelle Schuster

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

*Michelle Schuster*  
 Michelle Schuster  
 Administration and Facilities Manager

*Michelle Schuster on Behalf of*  
 Robert M. Stevens  
 Director, General Services Department

APPROVED: *[Signature]*  
 CLARK COUNTY, WASHINGTON  
 BOARD OF COUNTY COUNCILORS

DATE: 10-30-18

SR# 175-18



APPROVED: \_\_\_\_\_  
 Shawn Hennessee, County Manager

DATE: \_\_\_\_\_

## BUDGET IMPACT ATTACHMENT

### Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

The 67-month extension for FLA total rent amount is \$1,848,076 of which \$167,520 is new revenue. The 14-month extension total rental amount for CJC is \$180,717 of which \$12,908.34 is new revenue.

### Part II: Estimated Revenues

Fund #/Title	Current Biennium		2019 Annual Budget		2020 Annual Budget	
	GF	Total	GF	Total	GF	Total
<b>Total</b>						

II. A – Describe the type of revenue (grant, fees, etc.)

### Part III: Estimated Expenditures - none

III. A – Expenditures summed up

Fund #/Title	FTEs	Current Biennium		2019 Annual Budget		2020 Annual Budget	
		GF	Total	GF	Total	GF	Total
5093/Admin-Facilities	0	761		18035			
1018/Arthur D Curtis Children's Justice Center	0	0		0		0	
<b>Total</b>	0	761		18035			

III. B – Expenditure by object category

Fund #/Title	Current Biennium		2019 Annual Budget		2020 Annual Budget	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	761		18035			
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	761		18035			

**Lease Amendment and Extension Agreement - Amendment #3**  
**Evergreen Park Office Complex, 601 W. Evergreen Blvd.**  
**Office Lease**  
**Family Law Annex**

This Lease Amendment and Extension Agreement – Amendment #2 (the “Second Amendment”) is made and entered into with an effective date of November 1, 2018, made by and between Capital Development Company, a Washington corporation (“Landlord”), and Clark County, Washington, a political subdivision of the state of Washington, on behalf of the Superior Court Family Law Court (“Tenant”).

RECITALS

WHEREAS, the parties previously entered into that certain “Evergreen Park Office Complex Office Lease Agreement” dated January 2, 2008 (the “Original Lease Agreement”), as amended by that certain “Lease Amendment and Extension Agreement” effective November 1, 2013.

WHEREAS, Tenant presently occupies and is in lawful possession of the space located at the Premises.

WHEREAS, the parties wish to extend the Lease, pursuant to Tenant’s second and last option to renew the lease and further negotiations, for an additional period, beginning on November 1, 2018 and ending on May 31, 2024.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and other good and valuable consideration herein mentioned, it is acknowledged and agreed as follows:

1. Term: The Lease Term is extended for a period beginning on on November 1, 2018 and ending on May 31, 2024.
2. Base Rent: Effective November 1, 2018, Tenant shall pay to Landlord Base Monthly Rent for the Premises as follows, payable on the first day of each month:

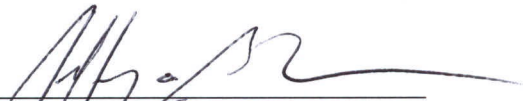
Period	Base Monthly Rent	Annualized Rent
11/1/2018 – 12/31/2019	\$26,102.19	\$313,226.29
11/1/2019 – 12/31/2020	\$26,755.64	\$321,067.64
11/1/2020 – 12/31/2021	\$27,420.96	\$329,051.56
11/1/2021 – 12/31/2022	\$28,110.05	\$337,320.62
11/1/2022 – 12/31/2023	\$28,811.02	\$345,732.25
11/1/2023 – 5/31/2024	\$28,811.02	\$345,732.25

3. The Original Lease Agreement, its one prior amendment, and this Second Amendment are hereinafter referred to as the "Lease Agreement" and they constitute the entire agreement between Landlord and Tenant with respect to the Premises. Except as otherwise provided herein all remaining terms and conditions of the Lease Agreement, as it may have been previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant hereunto set their corporate names and seals the day and year above written.


LANDLORD:

CAPITAL DEVELOPMENT COMPANY

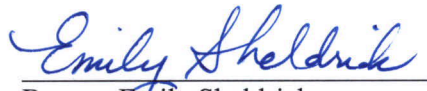
By:   
 Title: Jeffrey A. Blum

TENANT:

CLARK COUNTY

By:   
 Title: Shawn Hennessee  
 Title: County Manager

Approved as to form only:  
 Anthony F. Golik  
 Prosecuting Attorney

By:   
 Title: Emily Sheldrick  
 Title: Chief Civil Prosecuting Attorney

State of Washington

Thurston County

I certify that I know or have satisfactory evidence that Jeffrey A Blume and \_\_\_\_\_ are the persons who appeared before me, and said persons acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the President \_\_\_\_\_ [title] of Capital Development Company to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in the instrument.

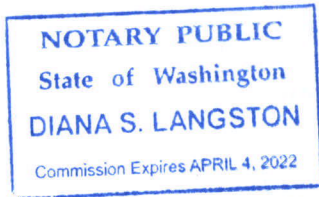
Dated: Oct 15, 2018

Diana S Langston  
(Signature)

[Seal or stamp]

Administrative Assistant  
Title

My appointment expires 4/4/2022



State of Washington

Clark County

I certify that I know or have satisfactory evidence that Mark McCauley <sup>CLM</sup> is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the County Manager of Clark County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

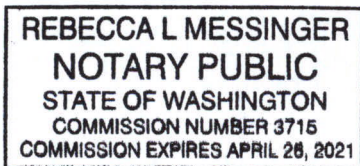
Dated: 10/30/18

Rebecca L. Messinger  
(Signature)

[Seal or stamp]

Notary Public  
Title

My appointment expires 4/26/2021



**Lease Amendment and Extension Agreement - Amendment #3**  
**Evergreen Park Office Complex, 601 W. Evergreen Blvd.**  
**Office Lease**  
**Family Law Annex**

This Lease Amendment and Extension Agreement – Amendment #2 (the “Second Amendment”) is made and entered into with an effective date of November 1, 2018, made by and between Capital Development Company, a Washington corporation (“Landlord”), and Clark County, Washington, a political subdivision of the state of Washington, on behalf of the Superior Court Family Law Court (“Tenant”).

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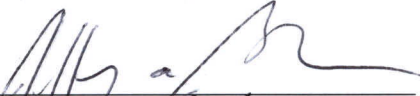
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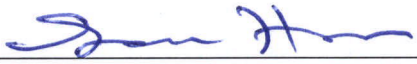
LANDLORD:

CAPITAL DEVELOPMENT COMPANY


By:   
 Title: PLS

TENANT:

CLARK COUNTY

By:   
 Title: County Manager

Approved as to form only:  
 Anthony F. Golik  
 Prosecuting Attorney

By:   
 Title: Chief Civil Prosecuting Attorney



State of Washington

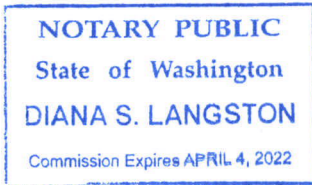
Thurston County

I certify that I know or have satisfactory evidence that Jeffrey A Blume and \_\_\_\_\_ are the persons who appeared before me, and said persons acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the President \_\_\_\_\_ [title] of Capital Development Company to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in the instrument.

Dated: Oct. 15, 2018

Diana S Langston  
(Signature)

[Seal or stamp]



Administrative Assistant

Title

My appointment expires 4/4/2022

State of Washington

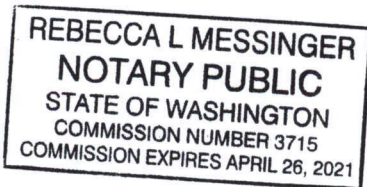
Clark County

I certify that I know or have satisfactory evidence that Shawn Hennessee is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the County Manager of Clark County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/30/18

Rebecca L. Messinger  
(Signature)

[Seal or stamp]



Notary Public

Title

My appointment expires 4/26/2021

## Decision Package Request Form

**Requesting Dept/Office:** General Services

**Request Type:** New request

**Package Number:** GEN-10-18FL

**Short Description:** 5+ Year Lease Extension Family Law Annex Building

Limited to 50 characters for use in reports to County Council

**Package Title:** Funds Necessary to Extend Family Law Annex Lease for Five Years and Seven Months

**Contact info:** *name:* Ann Christian      *email:* ann.christian@clark.wa.gov      *phone:* 397-2163

**Justification:** In 2008, the County entered into a lease for space in a private building located at 601 W. Evergreen Blvd. The leased space primarily houses the Superior Court's Family Law Annex (FLA) which includes three courtrooms, judges' chambers and Superior Court staff offices. The lease was necessary due to insufficient space being available at the Courthouse for Family Law cases (primarily, divorce, child custody and dependency/foster care cases).

The FLA lease provides for an initial five-year term, and two five-year options to renew. The County and Lessor are negotiating the last of the two five-year options to renew. The Lessor has agreed to extend the lease an additional seven months (May 31, 2024) past the five-year mark (October, 31, 2023) and has stated it is possible a longer extension may be offered in the future, but not now.

Negotiations continue on the FLA lease annual rent amounts. The current offer from the Lessor is a 3% increase in Years 1, 2, and 4, and 2% increases in Years 3 and 5, with no increase for the final seven months. The current annual cost per square foot is \$21.33. Under the current offer, the cost would increase up to \$24.25 in Year 5. The annual fiscal impact of the increases is \$9,124.48 Year 1; \$7,841.35 Year 2; \$7,983.92 Year 3; \$8,269.06 Year 4; \$8,411.63 Year 5; and \$0 for partial Year 6. The total increase during the new five year agreement will be \$167,519.75.

There are no available alternatives at this time. The feasibility of using the County-owned Dolle Building for the Family Law Annex was explored prior to the County entering into the 2008 lease. No other space for this mandated function is available on the county's campus.

This request is for on-going General Funds additional funding transfer to facilities to pay the lease as stated above.

**Please complete the following for New Requests:**

**Liability/Risk/Safety Impacts:** State statutes mandate the availability of Family Law courts to the public.

**Positive Impact to Citizens:** The FLA is only one block from the county's courthouse. This proximity lessens the impact to the public of the Family Law courts not being located in the courthouse.

**Efficiency Gains:** Keeping the FLA in its current location is efficient for those whose work includes Family Law matters (judges, court staff, lawyers, DSHS social workers). Not extending the lease would result in greater confusion and inefficiencies for this population and citizens. It would likely cost the county additional funds based on current commercial rent costs and tenant improvements necessary to provide courtrooms in a different location.

**Workforce Engagement and Contributions:** If the FLA were located farther from the courthouse, which may need to occur when the lease finally expires in 2024, county employees will likely suffer greater challenges being further distanced from the center of courthouse activities.

**Impacts/Outcomes if not approved:** At a time when commercial real estate is booming, acquiring a location for the FLA would likely be cost-prohibitive. If the lease is not extended, major disruption in Family Law cases will occur. The time and resources needed to rehouse the FLA is significant. Having almost six years to plan for the FLA's future location is necessary.

Package Number	Fund	Prog	Dept	Basele	Obj	Categ	WD Cost Center	WD Program	2018 EXP inc / REV dec (DR)	2018 EXP inc / REV inc (CR)	2019 EXP inc / REV dec (DR)	2019 EXP inc / REV inc (CR)	Type	Operating vs capital	Position	Notes
GEN-10-18FL	5093	000	330	362001	000	012817	Facilities	Administration - Facilities	761		18,035		Ongoing	Operating		will increase each year of new 5 year amendment by approx 3%
GEN-10-18FL	0001	000	601	518218	481	000000			761		18,035		Ongoing	Operating		will increase each year of new 5 year amendment by approx 3%
GEN-10-18FL	5093	000	330	518320	454	012627	Facilities	Administration - Facilities		761		18,035	Ongoing	Operating		will increase each year of new 5 year amendment by approx 3%

Family Law Annex Lease  
 601 W. Evergreen Blvd  
 Last Option to Renew  
 11/1/2018 to 5/31/2024  
 5 Yrs, 7 months

14,257 sq ft

History				Annual Increase over past year		5-Year Cost	Increase Over 5-Year Periods
Year	Year #	Annual	Per Month	ANNUAL Per Sq Ft	\$		
NOV 1 - OCT 31							
2008/2009	1	\$256,042.08	\$21,336.84	\$17.96	n/a	n/a	
2009/2010	2	\$256,042.08	\$21,336.84	\$17.96	\$0.00	0%	
2010/2011	3	\$256,042.08	\$21,336.84	\$17.96	\$0.00	0%	
2011/2012	4	\$266,307.12	\$22,192.26	\$18.68	\$10,265.04	4%	
2012/2013	5	\$266,307.12	\$22,192.26	\$18.68	\$0.00	0%	n/a
2013/2014	6	\$292,411.08	\$24,367.59	\$20.51	\$26,103.96	10%	
2014/2015	7	\$292,411.08	\$24,367.59	\$20.51	\$0.00	0%	
2015/2016	8	\$292,411.08	\$24,367.59	\$20.51	\$0.00	0%	
2016/2017	9	\$304,101.81	\$25,341.82	\$21.33	\$11,690.73	4%	
2017/2018	10	\$304,101.81	\$25,341.82	\$21.33	\$0.00	0%	\$184,696.38 14%
2018/2019	11	\$313,226.29	\$26,102.19	\$21.97	\$9,124.48	3.0%	
2019/2020	12	\$321,067.64	\$26,755.64	\$22.52	\$7,841.35	2.5%	
2020/2021	13	\$329,051.56	\$27,420.96	\$23.08	\$7,983.92	2.5%	
2021/2022	14	\$337,320.62	\$28,110.05	\$23.66	\$8,269.06	2.5%	
2022/2023	15	\$345,732.25	\$28,811.02	\$24.25	\$8,411.63	2.5%	\$160,961.50 11%
NOV 1, 2023/MAY 31, 2024	16 (7 mo)	\$201,677.15	\$28,811.02	\$24.25	\$0.00	n/a	
67-MONTH TOTAL		\$1,848,075.51			\$41,630.44		
<b>TOTAL PAID 15 Years, 7 Months</b>						<b>\$4,634,253</b>	

**Lease Amendment and Extension Agreement - Amendment #10  
Evergreen Park Office Complex, 601 W. Evergreen Blvd.  
Office Lease  
Children's Justice Center**

This Lease Amendment and Extension Agreement – Amendment #10 (the “Tenth Amendment”) is made and entered into with an effective date of November 1, 2018, made by and between Capital Development Company, a Washington corporation (“Landlord”), and Clark County, Washington, a political subdivision of the state of Washington, on behalf of the Arthur D. Curtis Children’s Justice Center (“Tenant”).

**RECITALS**

WHEREAS, the parties previously entered into that certain “Evergreen Park Office Complex Office Lease Agreement” dated April 6, 2007 (the “Original Lease Agreement”), as amended by that certain “Lease Amendment and Extension Agreement” effective September 1, 2011 (Amendment #1), seven (7) one-month each amendments effective September 1, October 1, November 1 and December 1, 2016, and January 1, February 1 and March 1, 2017 (Amendments #2-8), and a six-year lease amendment and extension, effective April 1, 2017 through March 31, 2023 (Amendment #9).

WHEREAS, Tenant presently occupies and is in lawful possession of the space located at the Premises.

WHEREAS, the parties wish to extend the Lease for an additional fourteen (14) months after the current lease term expires on March 31, 2023.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above Recitals and other good and valuable consideration herein mentioned, it is acknowledged and agreed as follows:

1. Term: The Extended Term is for a period of fourteen (14) months, such extension to begin on April 1, 2023 and end on May 31, 2024.

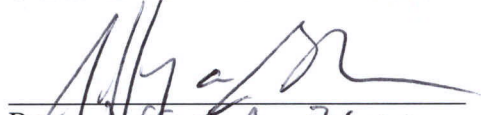
2. Base Rent: The Base Monthly Rent for the fourteen-month extension period shall be \$12,908.34 payable on the first day of each month.

3. The Original Lease Agreement, its nine (9) amendments and this Tenth Amendment are hereinafter referred to as the "Lease Agreement" and they constitute the entire agreement between Landlord and Tenant with respect to the Premises. Except as otherwise provided herein all remaining terms and conditions of the Lease Agreement, as it may have been previously amended, shall remain in full force and effect.

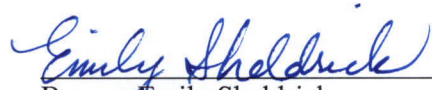
IN WITNESS WHEREOF, the Landlord and Tenant hereunto set their corporate names and seals the day and year above written.

LANDLORD:

CAPITAL DEVELOPMENT COMPANY


  
By: Jeffrey A. Blake  
Title: President

Approved as to form only:  
Anthony F. Golik  
Prosecuting Attorney

  
By: Emily Sheldrick  
Title: Chief Civil Prosecuting Attorney

TENANT:

CLARK COUNTY

  
By: Shawn Hennessee  
Title: County Manager

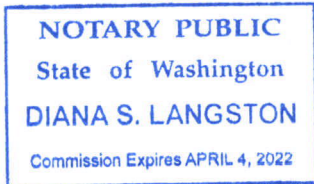
State of Washington

Thurston County

I certify that I know or have satisfactory evidence that Jeffrey A Blume and \_\_\_\_\_ are the persons who appeared before me, and said persons acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the President \_\_\_\_\_ [title] of Capital Development Company to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in the instrument.

Dated: Oct 15, 2018

[Seal or stamp]



Diana S Langston  
(Signature)

Administrative Assistant  
Title

My appointment expires 4/4/2022

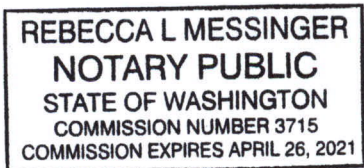
State of Washington

Clark County

I certify that I know or have satisfactory evidence that Shawn Hennessee is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the County Manager of Clark County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/30/18

[Seal or stamp]



Rebecca L. Messinger  
(Signature)

Notary Public  
Title

My appointment expires 4/26/2021



**Lease Amendment and Extension Agreement - Amendment #10**  
**Evergreen Park Office Complex, 601 W. Evergreen Blvd.**  
**Office Lease**  
**Children's Justice Center**

This Lease Amendment and Extension Agreement – Amendment #10 (the “Tenth Amendment”) is made and entered into with an effective date of November 1, 2018, made by and between Capital Development Company, a Washington corporation (“Landlord”), and Clark County, Washington, a political subdivision of the state of Washington, on behalf of the Arthur D. Curtis Children’s Justice Center (“Tenant”).

RECITALS

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WHEREAS, Tenant presently occupies and is in lawful possession of the space located at the Premises.

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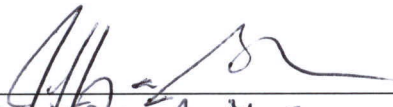
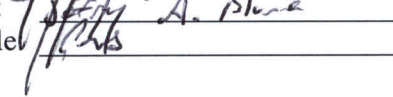
2. Base Rent: The Base Monthly Rent for the fourteen-month extension period shall be \$12,908.34 payable on the first day of each month.

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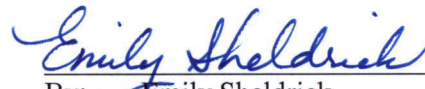
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LANDLORD:

CAPITAL DEVELOPMENT COMPANY

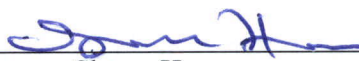
By:   
Title: 

Approved as to form only:  
Anthony F. Golik  
Prosecuting Attorney

  
By: Emily Sheldrick  
Title: Chief Civil Prosecuting Attorney

TENANT:

CLARK COUNTY

  
By: Shawn Hennessee  
Title: County Manager

State of Washington

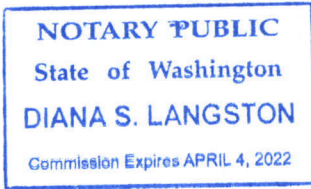
Thurston County

I certify that I know or have satisfactory evidence that Jeffrey A Blum and 15 are are the persons who appeared before me, and said persons acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the President [title] of Capital Development Company to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in the instrument.

Dated: Oct 15, 2018

Diana S Langston  
(Signature)

[Seal or stamp]



Administrative Assistant  
Title

My appointment expires 4/4/2022

State of Washington

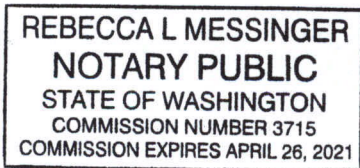
Clark County

I certify that I know or have satisfactory evidence that Shawn Henessee rum ~~Mark McCauley~~ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the County Manager of Clark County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/30/18

Rebecca L Messinger  
(Signature)

[Seal or stamp]



Notary Public  
Title

My appointment expires 4/26/2021