William Craven
FAS Federal Center South Lease ORD
January 15, 2013
Version #2

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL 117717

AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of Finance and Administrative Services to execute a three-year extension to a lease agreement under which the City leases warehouse space at Federal Center South, 4735 East Marginal Way South in Seattle, from the U.S. General Services Administration.

WHEREAS, Ordinance Number 123400 authorized the Department of Finance and Administrative Services' predecessor department to execute and amend a lease agreement with the U.S. General Services Administration for use and occupancy of certain real property, commonly referred to as Federal Center South and located at 4735 East Marginal Way South in Seattle; and

WHEREAS, the Seattle Police Department leases warehouse space at Federal Center South for the purpose of storing vehicles and equipment obtained as evidence; and

WHEREAS, the Seattle Police Department has leased the space for secure storage of supplies, equipment and evidence vehicles since 2006 and anticipates a continuing need for the leased warehouse space; and

WHEREAS, the amount of warehouse space the Seattle Police Department needs cannot be accommodated within City-owned buildings now or for the foreseeable future; and

WHEREAS, Federal Center South is especially suitable to the Seattle Police Department's needs because of the low rental rate and the security available at the site; and

WHEREAS, Seattle Municipal Code 3.127.020.C.2 requires City Council approval of the lease agreement, because the total warehouse square footage leased in one calendar year exceeds 9,000 square feet; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Department of Finance and Administrative Services Director and recommended by the Mayor, said Director is hereby authorized to execute, for and on behalf of the City of Seattle, an amendment to a lease agreement with the U.S. General

Services Administration, substantially in the form of Attachment "1" attached hereto and identified as "Supplemental Lease Agreement No. 3 to Lease No. GS-10PTE-OL-6-21," providing for the City of Seattle's tenancy and occupancy of a portion of the real property commonly known as Federal Center South, located at 4735 East Marginal Way South in Seattle.

Section 2. Once fully executed, the Supplemental Lease Agreement will extend the term of the lease to March 31, 2016.

Section 3. The rental payments contemplated by the terms of the lease agreement authorized in Section 1 hereof shall be charged to the appropriate expenditure allowance or allowances in the budget of the Department of Finance and Administrative Services and shall be reimbursed to that Department by the Seattle Police Department.

Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the ____ day of _____, 2013, and signed by me in open session in authentication of its passage this _____ day of _____, 2013.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2013.

_____

Michael McGinn, Mayor

Filed by me this ____ day of _____, 2013.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1: Supplemental Lease Agreement No. 3 to Lease No. GS-10PTE-OL-6-21

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 3	DATE
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS-10PTE-OL-6-21	

ADDRESS OF PREMISES Federal Center South
4735 East Marginal Way South
1201 Building, Seattle, WA 98134

THIS AGREEMENT, made and entered into this date by and between **CITY OF SEATTLE DEPARTMENTS OF FINANCE AND ADMINISTRATIVE SERVICES**

whose address is **700 FIFTH AVENUE, SUITE 5200**
PO BOX 94689, SEATTLE, WA 98124-4689

hereinafter called the Lessee, and the UNITED STATES OF AMERICA, hereafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **APRIL 1, 2013**, as follows:

This SLA #3 (Supplemental Lease Agreement) reflects a change in Lessee's Department name, a three (3) year extension in occupancy, no change in rent, therefore, Paragraph 3 is amended as follows:

3. TO HAVE AND TO HOLD the premises with their appurtenances under the following term beginning, **April 1, 2013** and ending, **March 31, 2016.** This agreement will revert to a month-to-month occupancy, pending a negotiated agreement of renewal, based on current market rates for like space. Lessee must notify the Contracting Officer, in writing, of intent to renew no later than thirty (30) days prior to expiration of the initial lease term.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSEE

BY _____ _____ **Tax ID/SSN:91-6001275**
(Signature) (Title)

IN PRESENCE OF

_____ _____
(Signature) (Address)

UNITED STATES OF AMERICA

BY _____ CONTRACTING OFFICER
(Signature) GENERAL SERVICES ADMINISTRATION
(Official Title)

GSA Form 276 (Jul. 67)

Form revised: December 12, 2012

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
FAS	Bill Craven 733-9238	Jennifer Devore 615-1328

Legislation Title: AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of Finance and Administrative Services to execute a three-year extension to a lease agreement under which the City leases warehouse space at Federal Center South, 4735 East Marginal Way South in Seattle, from the U.S. General Services Administration.

Summary of the Legislation:
This legislation authorizes the Department of Finance and Administrative Services (FAS) to amend a lease agreement with the General Services Administration (GSA) for approximately 21,948 square feet of warehouse space at the GSA's Federal Center South facility, located at 4735 East Marginal Way South in Seattle. The Seattle Police Department (SPD) currently uses this space for storing equipment and vehicles obtained as evidence. The amendment extends the lease term for three years. The Supplemental Lease Agreement is effective April 1, 2013, and will terminate on March 31, 2016. The legislation is required, because the amount of leased space exceeds FAS's leasing authority (under Seattle Municipal Code 3.127 020.C.2) of 9,000 square feet for improved space other than office space in a single industrial building in one calendar year.

Background:
SPD first moved into Federal Center South in 2006. The 21,948 square feet of warehouse space assigned to SPD consists of two separate spaces and was leased under two separate lease agreements. The 2007 lease agreement (Ordinance 122490) consolidated the two lease agreements into one amended agreement. A second amendment was authorized by the Seattle City Council (Ordinance 123400), which extended the lease term for an additional three years.

SPD uses the leased warehouse space to store "evidence vehicles," vehicles seized in connection with criminal investigations, and to store supplies and equipment associated with homeland security programs. The Federal Center South facility provides a combination of site security, proximity to downtown, and rental costs that meet SPD requirements.

GSA tends to keep its rental rates at the low end of the market. The rental rate for the term of this amendment will be $60,362 annually ($5,030 monthly). The rental rate includes all utilities and site security.

X This legislation has financial implications.

Appropriations:

Fund Name and Number	Department	Budget Control Level*	2013 Appropriation	2014 Anticipated Appropriation
General Fund (00100)	Seattle Police Department	Field Support Administration P8000	$62,172.41 (See Table 1)	$62,172.41 (See Table 1)
FAS Operating Fund (50300)	Finance and Administrative Services	Facility Operations A3000	$60,361.56	60,361.56
TOTAL			**$122,533.97**	**$122,533.97**

Appropriations Notes:
The appropriation for the lease rate is already included in the 2013 Adopted and 2014 Endorsed budgets.

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2012 Revenue	2013 Revenue
FAS Operating Fund (50300)	Finance and Administrative Services	General Fund (00100)	$62,172.41	$62,172.41
TOTAL			$62,172.41	$62,172.41

Revenue/Reimbursement Notes:
Table 1 illustrates the rental rate and FAS overhead for the duration of the lease term.

Table 1:
Rent Payments for SPD at Federal Center South for 2013, 2014, 2015 & 2016

	2013	2014	2015	2016
	Jan-Dec	**Jan – Dec**	**Jan – Dec**	**Jan – Mar**
Period Subtotal	$60,361.56	$60,361.56	$60,361.56	$15,090.39
FAS Overhead at 3%	$1,810.85	$1,810.85	$1,810.85	$452.71
Annual Rent	$62,172.41	$62,172.41	$62,172.41	$15,543.10

The rental amount per month is $5,030.13. The lease costs appear in both the Police Department and Department of Finance and Administrative Services budgets because FAS administers the lease on a pass-through basis.

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?**
This legislation will obligate the City to pay to the GSA the monthly rental amount as described above for a period of three years.

b) **What is the financial cost of not implementing the legislation?**
For 2013, market rental rates for warehouse space in SODO, of which Federal Center South is a part, range from $7.00 to $10.00 per square foot per year (not including utilities and security.) The 2013-2016 GSA rate of $2.75 per square foot per year (including utilities and site security) reflects a substantial discount from market rates.

c) **Does this legislation affect any departments besides the originating department?**
Yes, the occupant of the leased space is the Seattle Police Department. As noted above, FAS manages the lease payments on a pass-through basis for Seattle Police Department.

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
The only viable alternative would be to secure similar warehouse space at a property that would likely be inferior to Federal Center South, while not achieving any financial advantage.

e) **Is a public hearing required for this legislation?**
No.

f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No.

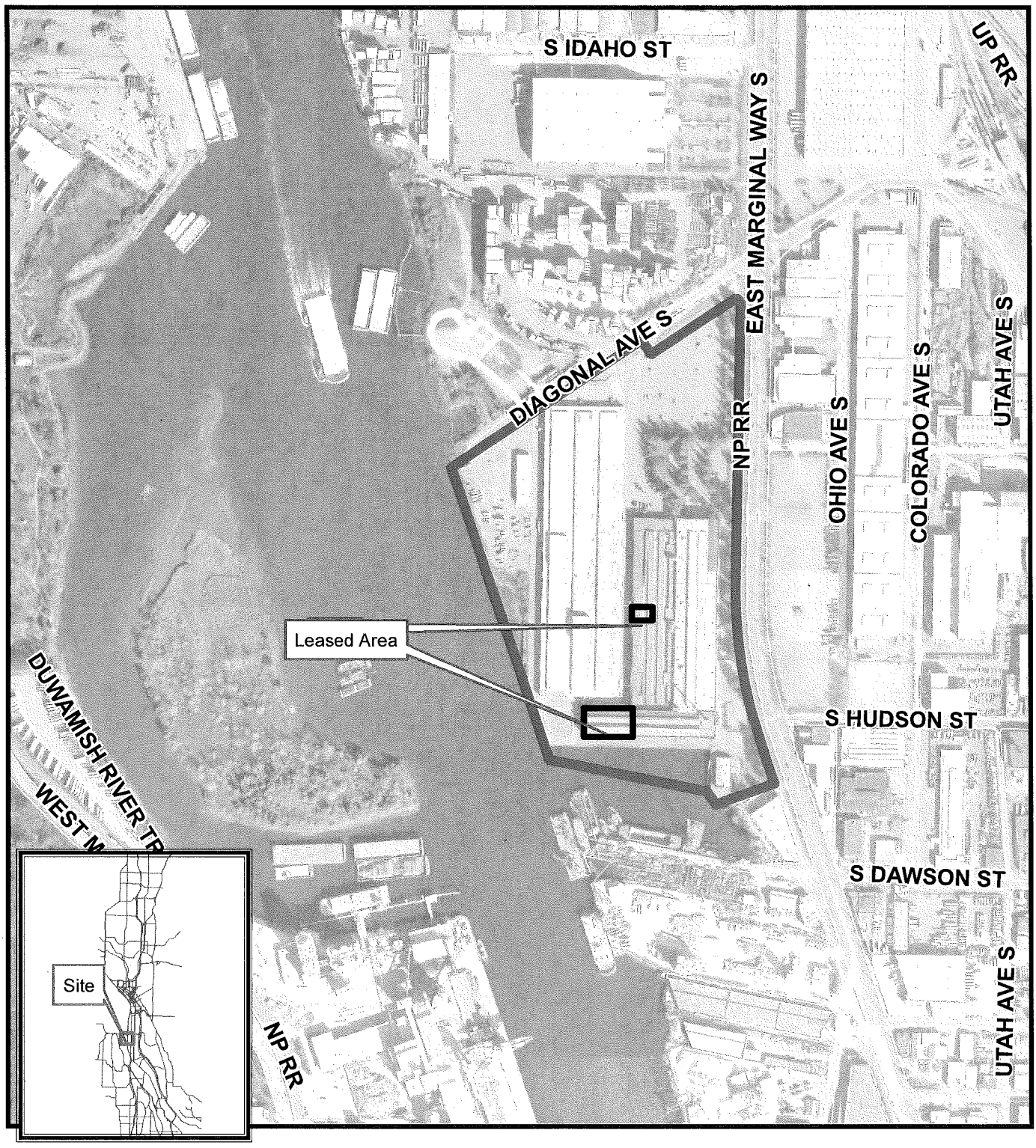
g) **Does this legislation affect a piece of property?**
Yes, this legislation authorizes the Director of Finance and Administrative Services to execute a lease agreement on a portion of property located at 4735 East Marginal Way. Please See Attachment 2.

h) **Other Issues:**
None

List attachments to the fiscal note below:

Attachment 1 - Federal Center South Map
Attachment 2a – Part A of Original Lease Agreement
Attachment 2b – Part B of Original Lease Agreement
Attachment 3 – First Amendment to Lease Agreement
Attachment 4 – Second Amendment to Lease Agreement

William Craven
FAS Federal Center South Lease, FISC Attachment 1
November 26, 2012
Version #2



City of Seattle

SPD - Federal Center South
4735 East Marginal Way South

Legend

Federal Center South Site
Leased Area

Feet
0 500

N
W E
S

FAS Facility Operations Division
WCraven August 2012
All rights reserved. No guarantee of any sort is implied, including accuracy, completeness, of fitness for use.

Attachment 1 to FAS, Federal Center South Lease FISC

William Craven
FAS - Federal Center South Lease - Attachment 2a (FISC)
November 26, 2012
Version #2

U. S. GOVERNMENT
LEASE OF REAL PROPERTY

1. THIS LEASE entered into in accordance with the Cooperative Use Act, 40 U.S.C. (a)(16), by and between the United States of America, acting by and through General Services Administration (GSA), hereinafter called Lessor, and **SEATTLE POLICE DEPARTMENT** hereafter called the Lessee, whose address is, **610 FIFTH AVENUE, P.O. BOX 34986, SEATTLE, WA 98124,** to use and occupy the property hereinafter described under the terms and subject to the conditions contained herein.

2. WITNESSETH: The Lessor hereby leases to the Lessee the following described premises: Approximately 11,900 square feet of enclosed warehouse space located in the High Bay portion of the1201 Building, at Federal Center South, 4735 E. Marginal Way S., Seattle, WA 98134.

   To be used exclusively for the following purpose(s): Vehicle and equipment storage. The storage and/or use of hazardous/flammable materials is prohibited. Storage and/or distribution of perishable food grade products are prohibited.

3. TO HAVE AND TO HOLD the premises with their appurtenances under the following term beginning, **April 1, 2006** and ending, **March 31, 2007.** This agreement will revert to a month-to-month occupancy, pending a negotiated agreement of renewal, based on current market rates for like space. Lessee must notify the Contracting Officer, in writing, of intent to renew no later than thirty (30) days prior to expiration of the initial lease term.

4. The Lessee shall pay the Lessor an annual rental of **$37,128.00 (Thirty seven thousand one hundred twenty eight dollars and 00/100)**, payable at the rate of **$3,094.00 (Three thousand ninety four dollars and 00/100)**, per month in advance. Rent for part of a month shall be prorated. All payments shall be made payable to the General Services Administration, and shall contain the following outlease number for identification purposes: **GS-10PTE-OL-6-21**. All payments are to be paid by check or money order and mailed to the **OFFICE OF FINANCE, GENERAL SERVICES ADMINISTRATION, P. O. BOX 894201, LOS ANGELES, CA 90189-4201,** for receipt on or before the first day of each month. **This address for the receipt of rent payments only with all other correspondence submitted to the Contracting Officer.**

5. The Lessor shall furnish the Lessee under the terms of this lease services and utilities as follows: Utilities as currently in place and operable. Utilities for normal business are provided for an eleven (11) hour day, five (5) days a week. Regularly scheduled overtime usage that extends beyond the eleven hours, on weekends, or federal holidays, shall be paid for by the Lessee on an hourly rate, negotiated between the GSA Property Manager and the Lessee and payment shall be remitted to the local GSA Property Management office. Lessee responsible for all janitorial and trash removal services and to be performed at the satisfaction of the Lessor.

   If heat or air conditioning services are provided under this lease, the Lessor agrees to maintain temperatures in the demised premises in accordance with current Lessor standards for its buildings. In the event of a fuel shortage, where the Lessor is required to cut back or curtail fuel consumption the Lessee agrees to accept heating or air conditioning at whatever level is available.

6. The following paragraph (s) were deleted before execution of this lease: Terms and Conditions – Paragraph J

7. The following paragraph (s) or document (s) were incorporated before execution of this lease: Exhibit A

8. Space offered is accepted "as is". Any proposed changes/alterations to the space shall be the sole responsibility of the Lessee, with prior approval and acceptance by the GSA Property Manager or designated representative.

9. The Lessee shall be subject to all Federal Property Regulations and Rules of Occupancy that apply to Federal tenants (Title 41, CFR, Subpart 101-20.3 and Title 18, USC, Section 930). Such rules and regulations shall be administered by General Services Administration.

10. The Lessor/Lessee may terminate this lease at any time by giving at least **thirty (30) days** notice in writing, to the Lessee/Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the date of mailing by either the Lessor/Lessee.

11. Lessee shall have the right to install and maintain a business identification sign of appropriate size, to be located at the direction of the GSA Property Manager.

12. Any racking or equipment installed shall meet the specifications of applicable local codes, and if this requires installation of floor bolts, upon termination of the outlease contract, the bolts shall be cut off at the surface and ground to be level with the concrete floor, to the satisfaction of the GSA Property Manager or designated representative. Installation of fencing or devices for security purposes is optional, with GSA approval and acceptance.

13. Lessor shall provide keys to warehouse space and magnetic key cards for warehouse gate access on a twenty-four (24) hour basis, seven (7) days a week. All keys shall be returned to Lessor upon termination of the lease. A charge of **$25.00** per key will be assessed for each key not returned to Lessor. A charge of **$150.00** per lock core will be assessed for each lock core that is re-keyed due to not returning a key to the Lessor. Lessor will require payment within thirty (30) days of notification of said charge.

14. Lessee is placed on notice that use/occupancy of non-leased/unassigned space, shall be grounds for assessment of non-negotiable rental charges. equal to the existing square footage market rate, for each day the space is occupied. Lessor will require payment within thirty (30) days of notification of said charge.

15. All common use areas are permitted for tenants of the building/complex. All federal restrictions to such areas are applicable.

TERMS AND CONDITIONS

A. Lessee has inspected and knows the condition of the leased premises and agrees to accept same in its "as is" condition. It is further understood that the leased premises are hereby leased without any additions, improvements or alterations thereto.

B. Lessee shall not make any additions, improvements, repairs, or alterations to the leased premises without the prior written consent of Lessor in each and every instance.

C. The Lessor shall, except as otherwise specified herein and except for damages resulting from the act or negligence of the Lessee, his agents, employees, maintain in good repair and tenantable condition the demised premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or nonseverable, furnished by the Lessor under this lease.

D. Lessee shall use reasonable care in the occupation and use of the leased premises. Upon the expiration or termination of this lease, Lessee shall vacate the leased premises, remove his property therefrom and forthwith yield and place Lessor in peaceful possession of the leased premises, free and clear of any liens, claims, or encumbrances and in as good condition as the leased premises existed at the commencement of this lease, ordinary wear and tear excepted.

E. Lessor shall not be responsible for damage to property or injuries to persons, which may arise from or be incident to the use and occupation of the leased premises, nor for damages to the property or injuries to the person of Lessee or of others who may be on said premises at Lessee's invitation and Lessee shall hold Lessor harmless from any and all claims for such damages or injuries.

F. Lessee shall comply with all applicable Municipal and State Laws, ordinances and regulations; and obtain and pay for all licenses and permits as may be required.

G. Lessee agrees not to use the leased premises in any way which, in the judgment of the Lessor poses a hazard to the Lessor, the leased premises, other Lessees, or the building in part or whole, nor shall Lessee use the leased premises so as to cause damage, annoyance, nuisance or inconvenience to the building occupants or others.

H. Lessee, Lessee's agency, employees, invitees or visitors, shall comply fully with all Rules and Regulations Governing Public Buildings and Grounds as now posted or subsequently amended.

I. The Lessor reserves the right to enter the leased premises at all reasonable hours to inspect it, exhibit same or to make such repairs, additions or alterations as Lessor considers necessary for the safety, improvement or preservation of the Lessee's premises or any part thereof.

J. Unless otherwise specified herein, Lessee shall, without expenses to the Lessor and to the satisfaction of the Lessor, obtain and carry public liability insurance coverage for third party bodily injury liability with limits of liability for bodily injury and third party property damage liability in the amounts specified by the General Services Administration Contracting Officer. A certified copy of the policy with endorsement, manually countersigned, shall be furnished the Lessor within 15 days from the date of execution of this lease. The policy for general third party liability shall include an endorsement naming the United States of America, as an additional insured. The policy shall include the following endorsement: "It is a condition of this policy that the insurance company shall furnish written notice to the General Services Administration, Contracting Officer, in writing, thirty (30) days in advance of the effective date of any reduction to or cancellation of this policy."

K. If the Lessee shall fail to pay the rent herein provided or shall abandon the leased premises or shall fail to observe or perform any other conditions, covenants or agreement as herein stated, then the Lessor may, at its option: (a) declare this lease ended and terminated and may reenter the leased premises and remove all persons or things therefrom, and the Lessee hereby expressly waives all service of any demand or notice prescribed by any statute whatever, and (b) on authority hereby granted the Lessor by the Lessee to dispose of such personal property left in the premises as deemed in the best interest of the United States of America and Lessee shall be liable for such damages as the Lessor may incur.

L. In the event that a state or local tax is imposed upon the occupancy, use, valuable possession, or valuable leasehold interest of or in the real property hereby leased, the obligation for the payment of the tax will be wholly that of the Lessee.

M. No member of or delegate to Congress, or resident Commissioner shall be admitted to any share or part of this lease agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to any corporation or company if the agreement be for the general benefit of such corporation or company.

N. The Lessee's name and location may be placed on the building directory, floor directory and/or door plate, if the building is so equipped. No signs of the Lessee shall otherwise be placed inside or outside of the demised premises unless specifically authorized by the Lessor in writing.

O. The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the Lessor shall have the right to annul this lease without liability, or in its discretion, to require Lessee to pay in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

P. The failure of Lessor to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but Lessee's obligation with respect to such future performances shall continue in full force and effect.

Q. Any notice or advice to or demand upon Lessee shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail to the Lessee's address indicated in paragraph 1, or at such other address as Lessee may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon Lessor shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail to the Lessor's Contracting Officer address indicated on the signature page herein, or at such other address as Lessor's Contracting Officer may hereafter from time to time specify in writing for such purpose. The Contracting Officer is the Lessor's representative and is the only person who has authority to sign or amend the terms or conditions of this lease.

R. The Lessee agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, color, creed, sex or national origin in furnishing, or by refusing to furnish to, such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided therein.

S. Except with the prior written consent of Lessor, Lessee shall neither transfer nor assign this lease or any of his rights hereunder, nor sublet the leased premises or any part thereof or any property thereon nor grant any interest, privileges or license whatsoever in connection with this lease.

T. Lessee acknowledges that he acquires no right by virtue of execution of this lease to claim any benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.

U. If the property leased is located in a State requiring the recording of leases, the Lessee shall comply with all such statutory requirements at Lessee's expense.

IN WITNESS WHEREOF, the parties hereto have signed and sealed their presents on the date indicated below.

Executed this 31 day of March, 20 06

IN PRESENCE OF:

By: _____
(Witness Signature)

FEDERAL TAX ID or SS#: 91-6001275

LESSEE:

_____ Brenda Bauer
(Signature) (Print Name)

_____
(Signature) (Print Name)

_____
(Signature) (Print Name)

Accepted on behalf of the UNITED STATES OF AMERICA this 6th day of April, 20 06

GENERAL SERVICES ADMINISTRATION

By: _____

Title: CONTRACTING OFFICER, Western Service Center
Address: GSA, 915 – 2nd Ave., Room 390, Seattle, WA 98174

Contract No. GS-10PTE-OL-6-21

WA0953KC

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE **SUPPLEMENTAL LEASE AGREEMENT**	SUPPLEMENTAL AGREEMENT NO. 1	DATE 10-15-07
	TO LEASE NO. GS-10PTE-OL-6-21	

ADDRESS OF PREMISES Federal Center South
4735 East Marginal Way South
1201 Building, Seattle, WA 98034

THIS AGREEMENT, made and entered into this date by and between **CITY OF SEATTLE, FLEETS AND FACILITIES DEPARTMENT**

whose address is **700 FIFTH AVENUE, SUITE 5200**
P.O. BOX 94689, SEATTLE, WA 98124-4689

hereinafter called the Lessee, and the UNITED STATES OF AMERICA, hereafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **APRIL 1, 2007**, as follows:

This SLA #1 (supplemental lease agreement) reflects a change in the reference to the law under which GSA is outleasing this space, a change in name, a change in address, an increase in square footage, an extension in occupancy and a change in rental amount therefore, Paragraphs 1, 2, 3 and 4 are amended as follows:

1. THIS LEASE entered into in accordance with the '49 Act, 40 U. S.C., by and between the United States of America, acting by and through General Services Administration (GSA), hereinafter called Lessor, and **CITY OF SEATTLE, FLEETS AND FACILITIES DEPARTMENT** hereafter called the Lessee, whose address is, **700 FIFTH AVENUE, SUITE 5200, P.O. BOX 94689, SEATTLE, WA 98124-4689**, to use and occupy the property hereinafter described under the terms and subject to the conditions contained herein.

2. WITNESSETH: The Lessor hereby leases to the Lessee the following described premises: Approximately **21,800 square feet** of enclosed warehouse space located in the High Bay portion of the1201 Building, at Federal Center South, 4735 E. Marginal Way S., Seattle, WA 98134.

   To be used exclusively for the following purpose(s): Vehicle and equipment storage. The storage and/or use of hazardous/flammable materials is prohibited. Storage and/or distribution of perishable food grade products are prohibited.

3. TO HAVE AND TO HOLD the premises with their appurtenances under the following term beginning, **April 1, 2007** and ending, **March 31, 2008**. This agreement will revert to a month-to-month occupancy, pending a negotiated agreement of renewal, based on current market rates for like space. Lessee must notify the Contracting Officer, in writing, of intent to renew no later than thirty (30) days prior to expiration of the initial lease term.

4. The Lessee shall pay the Lessor an annual rental of **$50, 196.00 (Fifty thousand one hundred ninety six dollars and 00/100)**, payable at the rate of **$4,183.00 (Four thousand one hundred eighty three dollars and 00/100)**, per month in advance. Rent for part of a month shall be prorated. All payments shall be made payable to the General Services Administration, and shall contain the following outlease number for identification purposes: **GS-10PTE-OL-6-21.** All payments are to be paid by check or money order and mailed to the **OFFICE OF FINANCE, GENERAL SERVICES ADMINISTRATION, P. O. BOX 894201, LOS ANGELES, CA 90189-4201,** for receipt on or before the first day of each month. Transmittal via an electronic funds transfer (EFT) is acceptable with arrangements made through the Office of Finance. **This address for the receipt of rent payments only with all other correspondence submitted to the Contracting Officer.**

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSEE
BY _____ Director of Fleets & Facilities
(Signature) (Title)

IN PRESENCE OF
_____ 3529 20th Ave W PL 50 Lynnwood WA 98036
(Signature) (Address)

UNITED STATES OF AMERICA
BY _____ CONTRACTING OFFICER
(Signature) GENERAL SERVICES ADMINISTRATION
(Official Title)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 2	DATE
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS-10PTE-OL-6-21	

ADDRESS OF PREMISES Federal Center South
4735 East Marginal Way South
1201 Building, Seattle, WA 98134

THIS AGREEMENT, made and entered into this date by and between CITY OF SEATTLE, ~~FLEETS & FACILITIES DEPARTMENT~~ DEPARTMENTS OF FINANCE AND ADMINISTRATIVE SERVICES

whose address is 700 FIFTH AVENUE, SUITE 5200
PO BOX 94689, SEATTLE, WA 98124-4689

hereinafter called the Lessee, and the UNITED STATES OF AMERICA, hereafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease,

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective APRIL 1, 2010, as follows:

This SLA #2 (Supplemental Lease Agreement) reflects a partial change in location within the building, a change in square footage, a three (3) year extension in occupancy, an increase in rent and a change in payment address, therefore, Paragraphs 2, 3, and 4 are amended as follows:

2. WITNESSETH: The Lessor hereby leases to the Lessee the following described premises: Approximately 17,439 usable square feet of warehouse space located in the high bay area and 4,509 usable square feet of warehouse space located in the low bay area of Federal Center South, 1201 Building, 4735 E. Marginal Way S., Seattle, WA 98134.
To be used exclusively for the following purpose(s): The storage and/or use of hazardous/flammable materials, or perishable food grade products are prohibited.

3. TO HAVE AND TO HOLD the premises with their appurtenances under the following term beginning, April 1, 2010 and ending, March 31, 2013. This agreement will revert to a month-to-month occupancy, pending a negotiated agreement of renewal, based on current market rates for like space. Lessee must notify the Contracting Officer, in writing, of intent to renew no later than thirty (30) days prior to expiration of the initial lease term.

4. The Lessee shall pay the Lessor an annual rental of **$60,361.56 (Sixty thousand three hundred sixty one dollars and 56/100)**, payable at the rate of **$5,030.13 (Five thousand thirty dollars and 13/100)**, per month in advance. Rent for part of a month shall be prorated. All payments shall be made payable to the **General Services Administration**, and shall contain the following Outlease number for identification purposes: **GS-10PR-OL-6-21**. All payments are to be paid by check or money order and mailed to the **OFFICE OF FINANCE, GENERAL SERVICES ADMINISTRATION, PO BOX 301511, LOS ANGELES, CA 90030-1511,** for receipt on or before the first day of each month. Transmittal via an electronic funds transfer (EFT) is acceptable with arrangements made through the Office of Finance. **This address is for the receipt of rental payments ONLY, with all other correspondence submitted to the Contracting Officer, NOT the Finance Office.**

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSEE

BY _____ DIRECTOR, FINANCE & ADMINISTRATIVE SERVICES
(Signature) (Title) Tax ID/SSN:91-6001275

IN PRESENCE OF

_____ WILLIAM CRAVEN SEATTLE, WA 98122
(Signature) (Address)

WILLIAM CRAVEN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES MARCH 3, 2013

UNITED STATES OF AMERICA

BY _____ CONTRACTING OFFICER
(Signature) GENERAL SERVICES ADMINISTRATION
(Official Title)

City of Seattle
Office of the Mayor

February 5, 2013

Honorable Sally J. Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am pleased to transmit the attached proposed Council Bill authorizing the Department of Finance and Administrative Services (FAS) to execute a lease amendment with the U.S. General Services Administration. This amendment will extend by three years the Seattle Police Department's current lease of approximately 22,000 square feet of warehouse space located at the Federal Center South Complex.

The Seattle Police Department has been a tenant in the Federal Center South Complex for the past seven years and wishes to continue to occupy the space for storage of evidence and police equipment. There is no City space available to meet the Police storage needs, and the lease costs at Federal Center South are low. Legislation is required because the size of the leased space exceeds FAS's statutory authority for leasing without the Council's approval.

The lease amendment authorized by this legislation will provide Seattle Police Department with the space it requires to continue to carry out its operations. Should you have questions, please contact Bill Craven at 733-9238.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor
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