

CR: _____ Date: _____ PO & Loc: 1510393.001

**FIRST AMENDMENT TO OFFICE
SPACE USE AGREEMENT**

This FIRST AMENDMENT TO OFFICE SPACE USE AGREEMENT ("Amendment") modifies the Office Space Use Agreement, PO #1510393.000, dated 06/26/2015 (the "Use Agreement") between the City of Bellevue, a municipal corporation (the "City"), and King County, a political subdivision of the State of Washington (the "County"). The City and the County may be collectively referred herein as the "Parties" or individually as a "Party".

Recitals:

- A. The Parties have negotiated a new Interlocal Agreement for Provision of District Court Services that will be effective January 1, 2022 (the "2022 Court Services Agreement").
- B. The term of the Use Agreement is scheduled to expire on December 31, 2021.
- C. The Parties desire to amend the Use Agreement to extend the term of the Use Agreement to run concurrently with the 2022 Court Services Agreement and otherwise modify the Use Agreement pursuant to the terms and conditions set forth below.
- D. Capitalized terms which are used in this Amendment without definition have the meanings given to them in the Use Agreement.

Agreement:

NOW, THEREFORE, in consideration of foregoing Recitals, the mutual covenants and agreements contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of such are hereby acknowledged, the Parties agree to amend the Use Agreement as follows, and with all amendments effective as of January 1, 2022:

- 1. Section 1 ("Term") is amended to add the following language at the end of the section:

The Parties agree to extend this Use Agreement for additional terms on the same terms and conditions to run concurrently with the Interlocal Agreement for Provision of District Court Services

effective January 1, 2022 (the "2022 Court Services Agreement"), attached to this Use Agreement as Exhibit "B-1," as follows:

For a five (5) year term thereafter commencing January 1, 2022, and expiring on December 31, 2026 (the "Third Term");

For a four (4) year term thereafter commencing January 1, 2027, and expiring on December 31, 2030 (the "Fourth Term"); and

For a four (4) year term thereafter commencing January 1, 2031, and expiring on December 31, 2034 (the "Fifth Term").

2. Section 2 ("Termination") of the Use Agreement is hereby deleted in its entirety and replaced with the following language as Section 2. Termination:

2. Termination. This Use Agreement shall run concurrently with the Court Services Agreement or 2022 Court Services Agreement, as applicable. Any renewal or extension of this Use Agreement beyond the Third, Fourth, or Fifth Term described in Section 1 shall be by written agreement authorized by the City and County Councils.

3. The City's contact for notices required under Section 3 ("Notice") of the Use Agreement is amended as follows:

City of Bellevue
450 110th Avenue NE
P.O. Box 90012
Bellevue, Washington 98009
Attn: City Attorney's Office

4. Section 4 ("Rent") of the Use Agreement is hereby deleted in its entirety and replaced with the following language as Section 4. Rent:

4. Rent. As consideration for the Permission granted by the City in this Use Agreement and in lieu of payment of rent, the County covenants and agrees to operate a District Court pursuant to: (i) the terms and conditions outlined between the Parties in the Court Services Agreement for the initial and second terms; and (ii) pursuant to the terms and conditions outlined between Parties in the 2022 Court Services Agreement for the Third, Fourth and Fifth Terms.

5. Section 6 ("Telephone, internet, and video") of the Use Agreement is hereby amended as follows:

The first sentence shall be stricken in its entirety and replaced with the following:

"The County will provide phone service and phones, and internet access to serve the court areas through the King County Microsoft Teams platform."

6. The City's contact for escalation of custodial and maintenance issues under Section 9 ("Contact for Custodial Maintenance Issues") of the Use Agreement is amended as follows:

450 110th Avenue NE
P.O. Box 90012
Bellevue, Washington 98009
425-452-6153
Attn: Facilities Operations Manager

7. Section 10.3 ("Security Screening") of the Use Agreement is hereby amended as follows:

The final sentence shall be stricken in its entirety and replaced with the following:

"The cost of security screening shall be charged to the City as a City Case Cost pursuant to Section 4 of the Court Services Agreement or the 2022 Court Services Agreement, as applicable."

8. Section 11 ("Parking") of the Use Agreement is hereby amended as follows:

The second sentence shall be stricken in its entirety and replaced with the following:

"Nineteen (19) stalls on the ground level beneath the building will be designated as reserved for the County."

9. The Parties acknowledge the City delivered the Premises to the County with the Tenant Improvements Substantially Completed as outlined in Section 18 ("Tenant Improvements") and Exhibit D ("Tenant Improvement Cost Reimbursement Agreement") to the Use Agreement.

10. All Parties to the Use Agreement shall comply with GASB 87 reporting requirements.

11. Exhibit B-1: Interlocal Agreement for Provision of District Court Services, effective January 1, 2022, attached to this Amendment shall be attached to and incorporated therein to the Use Agreement by this reference.

Except to the extent herein revised, amended or modified, all terms, conditions and provisions of said Use Agreement are hereby affirmed and ratified in all respects.

In witness whereof, the Parties have executed this amendment and it shall be effective as of January 1, 2022.

City of Bellevue

King County

Dated: _____
By: _____
Name: _____
Title: _____

Dated: _____
By: _____
Name: _____
Title: _____

By: _____
Name: _____
King County District Court

Approved as to Form:

Assistant City Attorney

Approved as to Form:

Deputy Prosecuting Attorney

EXHIBIT B-1