



**Project title:** Amendment No. 6 to the Lease Agreement with JB Everett LLC for space at 2722 Colby Avenue for the Police Evidence Room.

### City Council Agenda Item Cover Sheet

**Council Bill #** *interoffice use*

**Project:** Amendment No. 6 to the Police Evidence Room Lease Agreement

**Partner/Supplier :** JB Everett LLC

**Location:** 2722 Colby Avenue

**Agenda dates requested:**

01/13/2021

**Preceding action:** 12/15/08 Lease; 11/24/10 Amend. No. 1; 09/19/12 Amend. No. 2; 11/19/14 Amend. No. 03; 1/04/17 Amend. No. 4; 12/19/18 Amend. No. 5

**Fund:** 031/Police

Briefing

Proposed action

Consent  X

Action

Ordinance

Public hearing

Yes  No  X

**Budget amendment:**

Yes  No  X

**PowerPoint presentation:**

Yes  No  X

**Attachments:**

Amendment No. 6

**Department(s) involved:**

Legal, Real Property

**Contact person:**

Paul McKee

**Phone number:**

425-257-8938

**Email:**

pmckee@everettwa.gov

**Fiscal summary statement:**

The proposed Amendment No. 6 would exercise a 2-year option period commencing on December 1, 2020, and expiring on November 30, 2022, with no increase to the existing rental rate of \$10,350 per month.

**Project summary statement:**

The City of Everett has leased approximately 11,900 square feet in the basement of the building located at 2722 Colby Ave for a Police Evidence Room since 1993. The current lease agreement has been in place since 2008.

Five subsequent amendments to the 2008 lease agreement have been approved by City Council. Each amendment has provided for a 2-year extension of the lease term with no increase to the rent.

**Recommendation (exact action requested of Council):**

Authorize the Mayor to sign Amendment No. 6 to the Lease Agreement with JB Everett LLC for space at 2722 Colby Avenue for the Police Evidence Room.

**Initialed by:**

DE

Department head

~~Administration~~

Council President



## LEASE AMENDMENT NO. 6

This Amendment No. 6 (“**Amendment**”) for reference purposes is dated October 15, 2020, by and between **JB EVERETT, LLC** hereinafter called (“**Landlord**”) and the **CITY OF EVERETT**, a Washington State municipal corporation, hereinafter called (“**Tenant**”). This Amendment No. 6 concerns the lease between Landlord and Tenant dated December 15, 2008, as amended by Lease Amendment No. 1 dated December 2, 2010, Lease Amendment No. 2 dated September 24, 2012, Lease Amendment No. 3 dated November 26, 2014, Lease Amendment No. 4 dated November 22, 2016, and Lease Amendment No. 5 dated November 9, 2018 (as so amended, the “**Lease**”). The parties desire to renew the Lease.

Accordingly, the parties agree as follows:

1. Extension. The Lease is extended so that it expires on November 30, 2022.
2. Rent. As referenced under Lease Section 1(c) and Section 3 (c), Rent for this extended term commencing on December 1, 2020, and expiring November 30, 2022, shall remain at the current rate of \$10,350.00 per month.
3. Full Force and Effect. The parties agree that the Lease remains in full force and effect without interruption, except as expressly modified by this Amendment. As of the date of this Amendment, the parties know of no facts or circumstances that would constitute a default under the Lease.
4. Effective Date: The Effective Date of this Amendment is December 1, 2020, regardless of the date of signatures on this Amendment.
5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents.

Signatures on following page(s)

**Landlord:**

**JB EVERETT, LLC** a Washington State Limited Liability Corporation

\_\_\_\_\_  
Name:

Date: \_\_\_\_\_

STATE OF WASHINGTON  
COUNTY OF SNOHOMISH

On this \_\_\_\_\_ day of \_\_\_\_\_ 2020, before me the undersigned, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of **JB EVERETT, LLC** a Washington State Limited Liability Corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year above written.

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Tenant:**  
**CITY OF EVERETT**

\_\_\_\_\_  
**Cassie Franklin, Mayor**

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

STATE OF WASHINGTON  
COUNTY OF SNOHOMISH

On this \_\_\_\_\_ day of \_\_\_\_\_ 2020, before me the undersigned, personally appeared **Cassie Franklin**, to me known to be the MAYOR of the CITY OF EVERETT, a municipal corporation of Washington State, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year above written.

Notary: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public in and for the State of

Washington, residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

