

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute a Two-Year Lease Agreement with the State of Washington Department of Social and Health Services to Continue Operating the Two-Acre Off-Leash Dog Area at the Fircrest Campus Located at 1750 NE 150 th Street
DEPARTMENT:	Parks, Recreation and Cultural Services
PRESENTED BY:	Dan Johnson, Parks, Fleet and Facilities Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

On May 1, 2013, the City of Shoreline entered into a five-year lease agreement with the Washington State Department of Social and Health Services (DSHS) to construct and operate a two-acre fully fenced off-leash dog area located at the southeast corner of the Fircrest Campus, which is located at 1750 NE 150th Street. DSHS owns and operates the Fircrest property and is the leasing agent for the off-leash dog area. The City's most recent lease with DSHS expired on December 31, 2020.

Given the expiration of the City's lease for the off-leash dog area, staff worked to negotiate a new lease with DSHS for use of their property. The proposed lease agreement will allow the City to lease DSHS land at Fircrest for the off-leash dog area for an additional two years, starting January 1, 2021 through December 31, 2022. The terms of this lease agreement are similar to the terms of the prior lease agreements, except for an increase in lease rate. Tonight, staff is seeking Council authorization to authorize the City Manager to enter into this new lease agreement with DSHS.

RESOURCE/FINANCIAL IMPACT:

The proposed lease increases the lease rate from \$1,000 per month under the City's current lease agreement to \$2,000 per month for new two-year lease agreement. The 2021-2022 biennial budget has budget authority to provide for this lease amount.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a two-year lease agreement with the Washington State Department of Social and Health Services to continue operating the two-acre off-leash dog area at the Fircrest Campus located at 1750 NE 150th Street.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

On May 1, 2013, the City of Shoreline entered into a five-year lease agreement with the State of Washington Department of Social and Health Services (DSHS) to construct and operate a two-acre fully fenced off-leash dog area located at the southeast corner of the Fircrest Campus, which is located at 1750 NE 150th Street. DSHS owns and operates the Fircrest property and is the leasing agent for the off-leash dog area. The original lease agreement, which expired May 1, 2018, had been amended to extend the lease through December 31, 2019. The lease was then extended again twice in six-month increments, with the agreement expiring on December 31, 2020.

Given the expiration of the City's lease for the off-leash dog area, staff worked to negotiate a new lease with DSHS for use of their property. The proposed lease agreement will allow the City to lease DSHS land at Fircrest for the off-leash dog area for an additional two years, starting January 1, 2021 through December 31, 2022. The terms of this lease agreement are similar to the terms of the prior lease agreements, except for an increase in lease rate. Tonight, staff is seeking Council authorization to authorize the City Manager to enter into this new lease agreement with DSHS.

DISCUSSION

During the 2020 Legislative session, state law ([RCW 71A.20.170](#)) was amended to assist in preserving the State's developmental disabilities community trust, which is the beneficiary of lease payments made for use of property at Fircrest. An [amendment](#) (SSB 6190 Sec 1 (3)) to the RCW states "any sale, lease, or easement under this section must be at fair market value". Per this revised language in state law, DSHS and the City of Shoreline each hired appraisers to conduct an appraisal of the land at Fircrest School to determine "fair market value" for lease of this land for use as an off-leash dog area.

The DSHS appraisal made assumptions that the City of Shoreline disagreed with, relating to the ability of the land to be developed or utilized at this time. The state's appraisal found the fair market value monthly rent for the land used as the City's off-leash dog area to be \$4,355.56. The City of Shoreline's appraisal took into consideration that the Fircrest Campus is not immediately available for residential, commercial, or any other use requiring new construction. While the unique constraints of the subject parcel could not be replicated in an exact comparable property, the appraisal was based on comparable recent land transactions in the Seattle area where constructing new buildings would also have some constraints. Per standard appraisal practices, those comparables were then determined to be inferior or superior to the subject site and adjusted accordingly to derive a more accurate frame of reference from which to derive an opinion of value.

Having established a baseline to compare the subject and comparable properties, the City's appraisal further noted the unique constraint of 12-hour access limitation to the subject property which further diminished any feasibility of commercial valuation of the site. Based on the constraints on the subject parcel, the City's appraisal determined the highest and best use for the parcel to be passive recreation or other low intensity uses.

Based on comparable parcels with similar limitations, the appraisal commissioned by the City found the fair market value monthly rent for the off-leash area to be \$1,525.

Through a collaborative negotiation process, the parties reached agreement on the key elements of the lease. The proposed lease is attached to this staff report as Attachment A. As noted above, the proposed lease provides for a two-year term (January 1, 2021 through December 31, 2022) at a lease rate of \$2,000 per month. DSHS may however terminate the lease for any reason by providing 60 calendar days written notice to the City.

RESOURCE/FINANCIAL IMPACT

The proposed lease increases the lease rate from \$1,000 per month under the City's current lease agreement to \$2,000 per month for new two-year lease agreement. The 2021-2022 biennial budget has budget authority to provide for this lease amount.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a two-year lease agreement with the Washington State Department of Social and Health Services to continue operating the two-acre off-leash dog area at the Fircrest Campus located at 1750 NE 150th Street.

ATTACHMENTS

Attachment A – 2021-2022 Lease Agreement Between DSHS and the City of Shoreline

**LEASE AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
THE DEPARTMENT OF SOCIAL & HEALTH SERVICES
AND
CITY OF SHORELINE**

1. **Premises.** The State of Washington, Department of Social and Health Services (“Lessor”) leases to the City of Shoreline Washington (“Lessee”) the following described premises (“Premises”):

Common Street Address: 1760 NE 150th Street, Shoreline, Washington

Tax Parcel Number: 162604-9010

Approximately 2 acres of land as shown in Exhibit A, Map of Premises, on the Fircrest School campus (“Campus”), together with common off-street parking, legally described as follows:

Said area is on a portion of that parcel legally described as PCL B SHORELINE BSP #SHBSP 201815 REC #20100803900004 SD BSP LYING IN POR OF S 1/2 OF NW 1/4 & N 1/2 OF SW 1/4 STR 16-26-04.

No other property on the Premises shall be used for any purpose by the Lessee.

2. **Term.** The lease shall begin 01/01/2021 and terminate on 12/31/2022, unless terminated sooner as provided herein.
3. **No Warranty of Quiet Enjoyment.** Lessor makes no warranty of quiet enjoyment of the Premises.
4. **Condition of Premises.**
 - 4.1. Lessee has had an opportunity to inspect Premises and enters into this Agreement solely in reliance on Lessee’s own examination and not by reason of any representation by DSHS. Premises are accepted in their present condition “AS IS WHERE IS”.
 - 4.2. Lessor has no obligation to make any repairs, additions, or improvements to the Premises, and expressly disclaims any warranty that the Premises are suitable for such use.
5. **Permitted Use.** Lessee shall only use the Premises for the purposes of a fenced in off-leash dog park, to include improving the Premises with fencing and a small amount of chain link fence for a double gate entry area, signage, kiosk, 2 benches, a picnic table, dog bag dispensers and a portable restroom structure, all at Lessee's expense.

6. Ingress/Egress Access and Parking Management.

- 6.1. Lessee and its employees, contractors, agents, volunteers and visitors shall use the ingress/egress as shown in Exhibit A, also known as 20th Avenue NE, to access the Off-Leash Dog Park. This roadway asphalt on the east side of the Premise may be used for vehicle parking and shall maintain a 24-foot wide right-of-way access drive aisle for through traffic.
- 6.2. Parking on the premise is available from 6:00 am -6:00 pm daily.
- 6.3. Pedestrian and vehicular ingress/egress to and from the off-leash dog park will only be permitted through southern gate located off NE 150th St., as shown in Exhibit A.
 - 6.3.1. Parking and alternate ingress/egress is not permitted on DSHS or Department of Health property.

7. Lessee Obligations.

- 7.1. Comply with Campus patient safety rules, regulations, and procedures, as shown in the Obligations of Lessee on Campus, Exhibit B, at all times while on the Premises. Lessee acknowledges receipt, review of, and distribution to all necessary staff of these rules, regulations, and procedures from DSHS.
- 7.2. Obtain signed Non-Disclosure Agreements, as shown in Exhibit C, from each member of Lessee's staff and subcontractors, prior to their working on the Premises.
 - 7.2.1. In the course of Lessee's work at Fircrest Campus, Lessee's staff may come into contact with residents and/or patients and their confidential information.

Resident and patient identity and confidential information must be maintained in the strictest confidence. Lessee and their staff will not at any time disclose any resident or patient information to any person whatsoever.

Violation of resident and/or patient confidentiality may subject Lessee to civil liability and criminal penalties under the provision of the law.
- 7.3. Use due diligence, exercise reasonable care, and remain aware of its surroundings when entering, exiting, and while within the Premises with respect to Campus residents, staff, and property.
- 7.4. Any other obligations necessary for the Lease Agreement.

8. Condition at End of Lease.

- 8.1. Upon vacating the Premises on the termination date, Lessee shall:
 - 8.1.1. Leave the Premises and all improvements in a state of repair and

cleanliness as required under this Agreement.

8.1.2. Peaceably surrender the same to DSHS.

8.2. Lessee shall remove all leasehold improvements upon termination of the Agreement at Lessee's expense, and return the Premise to grade level free of all debris, unless Lessor gives written consent to leave a particular improvement with surrender of all rights in the improvement to DSHS.

9. Financial Obligations.

9.1. Rent and Leasehold Excise Tax.

9.1.1. Lessee shall pay Lessor rent in the amount of \$24,000 annually, payable in monthly installment of \$2,000.

9.1.2. As of the signing of this Lease, the Lessee is Property Tax Exempt which also exempts the Lessee from paying Leasehold Excise Tax. If at any time during the term of this Lease the Lessee is no longer exempt from Leasehold Excise Tax payments, the Lessee shall notify Lessor and Leasehold Excise Tax will be applied in addition to the monthly rent payments. The current Leasehold Excise Tax rate is 12.84% of the rent amount. Lessee shall be responsible for any adjustments to the Leasehold Excise Tax amount required by the Department of Revenue.

9.1.3. Rent payments shall be due on the first of each month.

9.2. Overdue Rent.

9.2.1. Lessee's failure to pay rent within 30 days after the due date shall be a default of the Lease, and Lessor may then pursue remedies as provided in Section 30, Remedies for Default. Rent payments received after 30 days following the due date shall include the late penalty and interest charges.

9.2.2. Lessee shall pay Lessor a late charge of six percent (6%) of the amount of any rent payment received by Lessor more than 30 days after the due date.

9.2.3. Lessee shall pay Lessor interest at the rate of one percent (1%) per month, beginning on the date such rent is due and until the rent is paid, for any rent payment received by Lessor more than 30 days after the due date.

9.3. **Utilities and Assessments.**

9.3.1. Lessee shall pay all assessments that may be charged against the leased Premises per Chapter 79.44 RCW, including, but not limited to:

- 9.3.1.1. Storm water runoff.
- 9.3.1.2. Fire protection services and security.
- 9.3.1.3. Weed.
- 9.3.1.4. Local improvement district.
- 9.3.1.5. Watershed protection district.
- 9.3.1.6. Conservation district.

9.3.2. Reimbursements shall be based on actual costs incurred by Lessor for the leased Premise.

10. Termination for Convenience. Lessor may terminate this Agreement for any reason by providing 60 calendar days written notice to the Lessee.

11. Billing and Payment.

Lessor shall submit invoices for payment to Lessee monthly. Payments shall be considered timely if received by Lessor within 30 days from the billing date. Payments shall be sent to Lessor at the address listed below:

Department of Social and Health Services
Office of Capital Program – Fiscal Unit
Attention: Jeanne Rodriguez
1115 Washington St. S.
MS: 45848
Olympia, Washington 98504-5848

12. Lease Management. The Lease Manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement. Each party may amend the contact person by giving written notice to the other party.

The Lease Manager for the Lessee is:

City of Shoreline
Parks, Recreation and Cultural Services
Attn: Susana Villamarin
17500 Midvale Avenue North
Shoreline, WA 98133
206-801-2603
svillamarin@shorelinewa.gov

The Lease Manager for DSHS is:

Office of Capital Programs
Attn: Jeanne Rodriguez
1115 Washington St. S.
MS: 45848
Olympia, WA 98504-5848
360-902-8330
rodrijr@dshs.wa.gov

The Facilities Manager for the Lessee is:

City of Shoreline
Parks, Recreation and Cultural Services
Attn: Tony Colinas
17500 Midvale Avenue North
Shoreline, WA 98133
206-801-2617
tcolinas@shorelinewa.gov

The Facilities Manager for the Campus is:

DSHS Maintenance & Operation Division
Attn: Steve Hardy
15230 15th Ave NE
Shoreline, WA 98155
206-361-3199
Steve.hardy@dshs.wa.gov

The OCP Project Manager for DSHS is:

Office of Capital Programs
Attn: Larry Covey
1115 Washington St. S.
MS: 45848
Olympia, WA 98504-5848
360-664-6181
coveylg@dshs.wa.gov

13. Security.

- 13.1. Lessor shall not provide security services to Lessee.
- 13.2. Lessee staff shall be aware of its surroundings when entering, exiting and within the Premises, to help ensure the safety and well-being of DSHS' residents and employees.
- 13.3. Lessee acknowledges that it has received, reviewed and distributed to all necessary employees the Campus resident safety rules, regulations and procedures and shall adhere to them at all times while near or within the Premises.

14. Repairs and Maintenance of Premises.

- 14.1. Lessee, at its sole cost and expense, shall maintain the Premises in good condition, keep the Premises neat and clean, and make all necessary repairs. Repairs shall include, but not limited to such items as routine repairs of floors, walls, ceilings, and other parts of the Premises damaged or worn through normal occupancy.
- 14.2. Lessee shall:
 - 14.2.1. Complete the Maintenance Plan as outlined in Exhibit D –Eastside Off-Leash Area Maintenance Plan.
 - 14.2.2. Provide a reasonable program for the control of infestation of insects, rodents, and other pests on the Premises.
 - 14.2.3. Take whatever action necessary to ensure lights and noise coming from the property are not of such magnitude to disrupt the therapeutic environment of the Campus.
- 14.3. Should Lessee fail to maintain the Premises in good condition and repair, Lessor shall give Lessee written notice to take corrective action.
 - 14.3.1. Lessee will have 5 business days to respond to Lessor with their correction action plan with a timeframe of when the corrective action will be completed.
 - 14.3.2. If Lessee does not respond with a corrective action plan within 5 working days, Lessor shall make arrangements for the maintenance or repairs and bill, and Lessee shall reimburse Lessor for these costs.
- 14.4. Lessee shall coordinate any maintenance issues with the Fircrest Facilities Manager. Lessor may provide maintenance services to Lessee on a time and materials basis, as agreed in advance and in writing.

15. Damage and Destruction.

- 15.1. If the Premises are damaged by fire, casualty, or structural defects not due to the negligent acts or fault of Lessee, which prevents Lessee from using the Premises for its contracted purposes, then Lessee shall have 90 days following such damage to notify Lessor in writing and terminate the Agreement. The termination shall be effective on the date of receipt by Lessor of the written notification.
- 15.2. If the Premises are damaged by fire or other casualty resulting from any act or negligence of Lessee or any of Lessee's agents, then:
 - 15.2.1. Consideration shall not be diminished or abated while such damages are under repair; and,
 - 15.2.2. Lessee shall be responsible for all costs of repair.

16. Access and Compliance.

- 16.1. Lessor shall have access to the Premises at all reasonable times.
- 16.2. In the event of an emergency threatening immediate Lessor client or public health and safety, Lessor shall have immediate access to the Premises, and shall notify the Lessee as soon as possible of the circumstances necessitating such emergency entry.
- 16.3. Failure to inspect or enforce compliance shall not be construed as a waiver of Lessor's right to declare a breach, nor relieve Lessee of any liability to Lessor for any breach of the terms, conditions, or requirements of this Agreement.

17. Insurance.

City certifies that it is a member of the Washington Cities Insurance Association risk pool and shall pay for losses for which it is liable.

18. Indemnity / Hold Harmless.

- 18.1. Lessee shall indemnify and hold Lessor harmless from any claims, loss, liability, damages, or fines arising out of or relating to Lessee's, or any Subcontractor's, performance or failure to perform this Agreement or any acts or omissions.
- 18.2. Lessee shall indemnify and hold Lessor harmless from any and all claims of liability, loss, or damage arising out of or incidental to use or possession of the Premises, including but not limited to: claims for property damage, personal injury, or death.

19. Weed Control. Lessee shall control noxious weeds and vegetation on the Premises as required by law. Lessee shall be responsible for, or shall immediately reimburse Lessor for, any noxious weed control costs incurred as a result of Lessee's failure to control noxious weeds on the Premises.

20. Hazardous, Toxic, or Harmful Substances. Lessee shall not keep, on or about the Premises, any substances designated as or containing components designated as hazardous, toxic, dangerous, or harmful, or are subject to regulation by law.

21. Smoking. No smoking is only allowed on the Campus.

22. Drugs, Alcohol, or Firearms.

- 22.1. No drugs, alcohol, or firearms are allowed at any time on the Premises per RCW 72.23.300.
- 22.2. Lessee shall comply with Fircrest Campus policy on limitations for possessing firearms. Lessee shall secure weapons and ammunition within the Premises by using locked cabinets, trigger guards, or other security devices when the weapon or ammunition is not under the direct control of Lessee.

23. Assignment. Lessee shall not sublease or sublet the Premises, and shall not assign this Agreement without written approval from DSHS.

24. Authorized Improvements and Alterations.

24.1. Improvements and alterations may be constructed on the Premises only upon prior written consent by DSHS. All improvements made on or to the Premises without the consent of Lessor shall immediately become the property of DSHS, or at DSHS' option, may be required to be removed by the Lessee, at Lessee's sole cost.

24.2. Improvements upon the Premises constructed by the Lessee shall be the property of the Lessee during the term of this Agreement, including without limitation all additions, alterations, and improvements to or replacement of the Premises and installed fixtures.

24.3. At the expiration or earlier termination of this Agreement, all improvements, additions, alterations, and improvements to or replacement of the Premises and shall become the property of DSHS, unless Lessor requires their removal per Section 8, Condition at End of Lease.

25. Plan Approval.

25.1. Lessee shall meet with the DSHS Office of Capital Programs (OCP) Project Manager prior to submitting plans for any contemplated improvements to the Premises.

25.2. Lessee shall submit the plans or specifications for the construction of the authorized improvements, and any changes thereto, in writing to the OCP Project Manager for approval.

The written request shall include:

25.2.1. A Plan of Operation, including a construction schedule;

25.2.2. A diagram indicating location of improvements and location of any utility changes, and;

25.2.3. Dimensions and square footage of improvements.

25.3. Lessee shall obtain approval from the Washington State Department of Archaeology and Historic Preservation for all improvements, as coordinated by the OCP Project Manager.

25.4. Lessor will review the written request and respond with a decision in writing within 30 days. After 30 days, non-action by Lessor will signify approval. Lessor approval shall be contingent upon acceptance of the plans by the applicable state and local regulatory authorities.

- 26. Compliance with Laws and Regulations.** Lessee shall cause all work and business conducted on the Premises to be performed in accordance with all applicable laws, directions, and regulations of all governmental agencies having jurisdiction. Lessee shall, at its sole cost and expense, correct any failure or compliance created through its fault or by reason of its use.
- 27. Liens.** Lessee shall not suffer or permit any lien to be filed against DSHS' interest in the Premises, including improvements, due to work, labor, services provided, or materials supplied to, by, or through Lessee. If any such lien is filed, Lessee shall cause the lien to be discharged of record within 30 days after the date of filing or creation of the lien, unless other arrangements are authorized in writing by Lessor in advance.
- 28. Order of Precedence.** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
- 28.1. Applicable Washington state and federal statutes and rules.
 - 28.2. This Agreement.
 - 28.3. Any other provision of this Agreement, including Exhibits and other materials incorporated by reference.
- 29. Governing Law and Venue.** This Agreement shall be construed, interpreted and enforced pursuant to the laws of the State of Washington. Venue shall be in King County.
- 30. Ordinary Meaning.** The terms of this Agreement shall be given their ordinary meaning and shall not be presumed construed in favor of or against either party.
- 31. Remedies for Default.**
- 31.1. If Lessee breaches or defaults on any undertaking, promise, or performance required in this Agreement, Lessor may terminate this Lease after the Lessee has been given 30 days notice of the breach or default, and the breach of default has not been corrected within 30 days.
 - 31.2. Upon such termination as referenced in Section 31.1, Lessee shall be responsible for returning the property to the condition it was in prior to the execution date of this Agreement, other than:
 - 31.2.1. Needed repairs authorized under Section 14, Repairs and Maintenance of Premises, and;
 - 31.2.2. Improvements authorized under Section 24, Authorized Improvements and Alterations.
 - 31.3. Lessor may seek damages for any and all violations or defaults with or without terminating this lease. If Lessor determines the breach or default constitutes a threat to safety, life, or property, Lessor may elect to intervene immediately,

without notice, to remedy the breach or default by requiring the Lessee to:

31.3.1. Act immediately to remedy the breach or default at Lessee's expense, or;

31.3.2. Require Lessee to reimburse Lessor for all costs incurred in remedying the breach or default upon demand, including interest from the date of expenditure.

32. Disputes.

- 32.1. Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a Dispute Resolution Board (DRB). A request for a DRB must be in writing, state the disputed issues, state the relative positions of the parties and be sent to all parties. Parties must provide a response within 14 calendar days.
- 32.2. Once a party requests a DRB, each party shall designate a representative. The representatives shall mutually select a third member. The DRB shall evaluate the facts, Agreement terms and applicable statutes and rules and make a determination by majority vote. The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding concerning this Agreement. The parties agree that the DRB shall precede any action in judicial or quasi-judicial tribunal.
- 32.3. Nothing in this Agreement shall be construed to limit the parties' ability to elect a mutually acceptable Alternate Dispute Resolution in place of the dispute resolution process outlined above.

33. Nonwaiver.

- 33.1. Waiver by Lessor of strict performance of any provision of this Agreement shall not be a waiver of nor prejudice DSHS' right to require strict performance of the same provision in the future, or of any other provision.
- 33.2. The acceptance of performance, rent, or any other sum owing, by Lessor following a breach by Lessee of any provision of this Agreement shall not constitute a waiver of any right of Lessor with respect to such breach. Lessor shall be deemed to have waived any right only if Lessor shall do so in writing.

34. Severability. If any provision of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms and conditions of this Agreement.

35. Maintenance of Records.

- 35.1. Lessor and Lessee shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s). These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law.

- 35.2. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.
36. **Amendment.** This Agreement may only be modified by a written amendment signed by both parties. Only staff authorized to bind each of the parties may sign an amendment.
37. **Condemnation.**
 - 37.1. If all of the Premises are taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the term of this Agreement, this Agreement terminates as of the date the condemner takes possession.
 - 37.2. If part of the Premises are so taken, either party may terminate the Agreement by providing 30 days written notice to the other party. All damages awarded for the taking or damaging of all or any part of the Premises shall belong to and become the property of DSHS.
38. **Survivability.** The terms and conditions contained in this Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to:
 - 38.1. Condition at End of Lease
 - 38.2. Billing and Payment
 - 38.3. Indemnity and Hold Harmless
 - 38.4. Order of Precedence
 - 38.5. Governing Law and Venue
 - 38.6. Ordinary Meaning
 - 38.7. Remedies for Default
 - 38.8. Disputes
 - 38.9. Condemnation

39. Entire Agreement. This written Agreement or its successor or replacement contains the entire agreement of the parties, and no other agreement, statement, or promise made by any party shall be binding or valid.

- Exhibit A: Map of Premises
- Exhibit B: Obligations of Lessee on Campus
- Exhibit C: Non-Disclosure Agreement
- Exhibit D: Eastside Off-Leash Area Maintenance Plan

CITY OF SHORELINE:

DEPARTMENT OF SOCIAL & HEALTH SERVICES:

Signature

Print Name

Title

Date

Signature

Jeanne Rodriguez

Print Name

Capital Assets Manager

Title

Date

Exhibit A Map of Premise Fircrest School – Shoreline, Washington

Ingress/Egress/
Parking Area

Leased Premise

Department of
Health

Gate Locations



Exhibit B

Obligations of Lessee on Campus

Fircrest School – Shoreline, Washington

Background Information

Fircrest Regional Habilitation Center is a state residential facility for over 200 individuals with developmental disabilities. It houses an intermediate care facility which provides individualized habilitative services that enhance each individual's skills and strengths, as well as a nursing facility which provides individualized health care and activities to persons who have unique medical needs.

The purpose of this document is to outline the state facility's expectations in order to sustain a successful working relationship.

All lessees, contractors, staff, clients, and volunteers working within Fircrest RHC's boundaries will be expected to comply with certain requirements.

Basic Facility Requirements

Per state law, possession of firearms, alcohol beverages, marijuana, or illegal drugs on state property is a felony. Secure all of your keys, money, personal medications, cigarettes, lighters, food, etc. Do not share or give any items to Fircrest RHC residents without first checking with staff members of Fircrest.

Please remember Fircrest grounds are home to individuals with developmental disabilities. They deserve to be treated with respect and concern, recognizing their vulnerabilities. Please obey campus speed limits, traffic regulations, and exercise reasonable precaution while driving on campus. Proceed directly to and from the leased premises. Park only in designated areas and lock all vehicles when unattended. Do not park in or obstruct passage on roadways as they are vital for both routine and emergency vehicle access.

While working on the premises, secure your work area and tools at all times. Provide secured fences around holes, drop-offs, and areas under construction. Do not discard construction debris, broken tools, etc. outside of the work area. Remove all construction debris from the Fircrest site.

Interaction with residents of Fircrest RHC

Please remember Fircrest grounds are our clients' home and respect them as such. The clients themselves should at all times be treated with respect, common courtesy and consideration while recognizing and taking into consideration their vulnerabilities.

State Responsibility

LESSOR cannot and will not be held responsible for loss or damage to materials or equipment.

Contact Information

If you have questions, you may contact Plant Operations at (206) 361-3440. After 4:00 p.m. or on weekends, call the Duty Office at (206) 361-3021.

**Exhibit C
Non-Disclosure Agreement**

DEPARTMENT OF SOCIAL AND HEALTH SERVICES

LESSEE NON DISCLOSURE AGREEMENT

(This includes subcontractors, employees, administrative personnel, etc.)

The Department of Social and Health Services has a legal and ethical responsibility to safeguard the privacy of all residents and patients, and protect the confidentiality of their health information. In the course of my work at Fircrest School, I may come into contact with residents and/or patients and their confidential information.

I understand that such information must be maintained in the strictest confidence. I hereby agree that I will not at any time disclose any resident or patient information to any person whatsoever.

I understand that violation of this agreement may subject me to civil liability and criminal penalties under the provision of the law.

Employee name

Signature and date

Exhibit D Eastside Off-Leash Area Maintenance Plan

Daily (excluding holidays)

- Remove trash and litter found in or near refuse containers within the dog park, five-foot perimeter of Dog Park and parking strip adjacent from premises.
- Inspect, Repair, Maintain and refill, as needed, Dog Poop Bag Station
- Inspect, Repair, Maintain trash piles, damaged fencing, graffiti, etc. within the five-foot perimeter outside the dog park.
- Inspect, Repair, Maintain trash piles, damaged fencing, graffiti, etc. within the dog park.
- Inspect, Repair, Maintain trash piles, damaged fencing, graffiti, etc. in designated parking areas.
- Inspect, Repair, Maintain trash piles, damaged fencing, graffiti, etc. within ingress and egress routes.

Weekly

- Cleaned portable toilets
- Inspect, Repair, Maintain on site signage related to Dog Park to ensure signage is in good condition.
- Remove any and all old signage that may be left by Lessee and its patrons.

During Growing Season (Approximately early April to middle of October)

- Mow every two weeks from early April to middle of October.
- Final mow mid-November to keep grounds looking nice during the winter months.
- Line Trimming every two weeks.
- Final line trimming mid-November to keep grounds looking nice during the winter months.
- Remove leaves during the fall season to keep grounds looking nice during the winter months.
- Remove any debris caused by weather events to keep grounds looking nice during the winter months.

Annual

- Review on site signage to ensure message is consistent with the Lessees' and the Department's expectations.