

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute Land Lease Amendment No. 1 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 1902 NE 150 th Street until December 31, 2024
DEPARTMENT:	Administrative Services
PRESENTED BY:	Sara Lane, Administrative Services Director Nickolas Borer, Parks, Fleet & 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:

The City of Shoreline is currently leasing two-acres of land from the Washington State Department of Social and Health Services (DSHS) for operation of a fully fenced off-leash dog area located at the Fircrest Campus. DSHS owns and operates the Fircrest Campus property and is the leasing agent for the off-leash dog area. The current lease between the City and DSHS for the off-leash dog area expires on December 31, 2022.

Staff negotiated another lease extension with DSHS for use of their property. The proposed lease amendment will allow the City to lease the DSHS land at Fircrest for the Off-Leash Dog Area for an additional two years and extending the expiration date to December 31, 2024. The terms of this lease agreement are similar to the terms of the prior lease agreements. In accordance with City regulations, the City Manager is authorized to enter into one-year lease agreements. The proposed two-year lease requires City Council approval to authorize the City Manager to execute the new two-year lease amendment.

RESOURCE/FINANCIAL IMPACT:

The monthly lease rate for the Off-Leash Dog Area is \$2,000 per month. The proposed 2023-2024 Parks Operations Budget includes funding for the lease extension.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute Land Lease Amendment No.1 for a two-year lease extension with the Washington State Department of Social and Health Services to continue operating the two-acre off-leash dog area located at 1902 NE 150th Street until December 31, 2024.

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. The common street address for the off-leash dog area is 1902 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, was amended to extend the lease through December 31, 2019, and amended again to extend to December 31, 2022. More information on the current lease is included in the following staff report from January 4, 2021: [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-Lease Dog Area at the Fircrest Campus Located at 1750 NE 150th Street.](#)

DISCUSSION

Given the expiration of the City's current lease for the off-leash dog area, staff worked to negotiate a new lease extension with DSHS for use of their property. The proposed Land Lease Amendment No. 1 allows the City to lease DSHS land at the Fircrest Campus for the off-leash dog area for an additional two years, extending the lease through December 31, 2024. All other existing terms and lease rate remain the same. The terms of the lease allow DSHS to terminate the lease for any reason by providing 60 calendar days written notice to the City.

In accordance with City regulations, the City Manager is authorized to enter into one-year lease agreements. The proposed two-year lease requires City Council approval to authorize the City Manager to execute the new two-year lease amendment.

RESOURCE/FINANCIAL IMPACT

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RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute Land Lease Amendment No.1 for a two-year lease extension with the Washington State Department of Social and Health Services to continue operating the two-acre off-leash dog area located at 1902 NE 150th Street until December 31, 2024.

ATTACHMENT

Attachment A – Land Lease Amendment No. 1 Between DSHS and the City of Shoreline

DSHS No. 2176-99164-01

**LAND LEASE AMENDMENT No. 1
BETWEEN
THE STATE OF WASHINGTON
THE DEPARTMENT OF SOCIAL HEALTH SERVICES
AND
CITY OF SHORELINE**

This Lease Amendment No. 1 modifies Lease Number 2176-99164 between the State of Washington, Department of Social and Health Services, hereinafter called the Lessor and City of Shoreline, hereinafter called the Lessee and will become effective upon full execution by the parties.

Premise: The Lessor hereby leases to the Lessee the following described Leased Premise:

Common Street Address: 1902 NE 150th Street, Shoreline, Washington

Tax Parcel Number: 162604-9010

Approximately 2 acres of land on Fircrest Campus property as shown in Exhibit A. 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 owned by DSHS shall be used for any purpose by the Lessee, unless otherwise contracted to do so under a separate agreement.

By Agreement of the above parties, the purpose of this Lease Amendment is to revise the original Lease Agreement as follows:

1. To delete the language in section **2. Term** of the original Lease and replace it in its entirety with the following new language: **2. Term.** The lease shall begin 01/01/2021 and terminate on 12/31/2024, unless terminated sooner as provided herein.
2. To delete the language in section **12. Lease Management** and replace it in its entirety with the following new language: **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: Nickolas Borer
17500 Midvale Avenue North
Shoreline, WA 98133
206-801-2321
nborer@shorelinewa.gov

DSHS No. 2176-99164-01

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: Kirk Peterson
17500 Midvale Avenue North
Shoreline, WA 98133
206-801-2611
kpeterso@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

All other terms, conditions covenants, and amendments to this Lease, unless specifically altered, modified, or changed herein, remain in full force and effect

IN WITNESS WHEREOF, this Amendment is executed on the latest date by the persons signing below, who warrant that they have the authority to execute the Amendment.

CITY OF SHORELINE:

DEPARTMENT OF SOCIAL & HEALTH SERVICES:

Signature

Print Name

Title

Date

Signature

Jeanne Rodriguez
Print Name

Capital Assets Manager
Title

Date

DSHS No. 2176-99164-01

STATE OF WASHINGTON)
) ss.
County of King)

I, the undersigned, a Notary Public, do hereby certify that on this ___ day of _____, 20_____, personally appeared before me _____, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Bremerton School District, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____, 20_____, personally appeared before me Jeanne Rodriguez, Capital Assets Manager, Department of Social and Health Services, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

Exhibit A Map of Premise Fircrest School – Shoreline, Washington

Ingress/Egress/
Parking Area

Leased Premise

Department of
Health

Gate Locations

