

RESOLUTION R-4713

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A TEMPORARY LEASE AGREEMENT FOR THE USE OF OFFICE SPACE AT STATION 26 BY THE NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY ("NORCOM").

WHEREAS, the North East King County Regional Public Safety Communications Agency ("NORCOM") is in need of temporary office space; and

WHEREAS, the City of Kirkland has office space available at Fire Station 26; and

WHEREAS, the City of Kirkland and NORCOM have negotiated the proposed terms of a lease agreement between the City and NORCOM for the temporary use of a portion of Station 26 for office space by NORCOM; and

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City a lease agreement substantially similar to the agreement attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 17th day of June, 2008.

Signed in authentication thereof this 17th day of June, 2008.


MAYOR

Attest:


City Clerk

FIRE STATION 26 OFFICE SPACE LEASE

THIS LEASE, dated as of the _____ day of _____, 2008 is between the City of Kirkland ("City") and North East King County Regional Public Safety Communications Agency ("NORCOM"), a Washington nonprofit corporation.

I. PREMISES

City hereby leases to NORCOM, upon the terms and conditions herein set forth, a portion of the real property located at 9930 124th Avenue NE, Kirkland, Washington (herein called "Fire Station 26").

The portion of Fire Station 26 leased to NORCOM shall be an office area on the upper floor of the building; which includes a common work area with two adjoining offices and three dorm rooms to be converted to office space (herein called "Premises").

II. USE OF PREMISES

The premises shall be used for the administration of NORCOM and activities incident thereto and for no other purpose without the prior consent of City. NORCOM shall comply with all governmental rules, orders, regulations or requirements relating to the use and occupancy of the Premises.

III. TERM

The term of this Lease shall be for a term of _____ (__) months, commencing _____, 2008 and ending July 30, 2009. NORCOM may extend the term of this lease by giving City notice of intention to do so at least thirty (30) days prior to expiration of the original term hereof. Such extended term shall be upon all of the provisions applicable to the original term of this Lease. City may deny renewal of this Lease by written notification of its intention not to renew the Lease within fourteen (14) days after receipt of NORCOM's renewal notification.

IV. RENT

Because the City is a member jurisdiction in NORCOM and will benefit from the operational improvements to be provided by NORCOM's model of dispatch services and by sharing technology costs with other member jurisdictions, NORCOM shall not be required to pay rent for the use of the Premises.

V. LEASEHOLD EXCISE TAX

The leasehold interest of City's property may be subject to taxation under the laws of the State of Washington (Ch. 61, 1975-1976 Laws, 2d Ex. Sess., as amended) at the present rate of twelve point eighty-four percent (12.84%), or as may be amended by Washington State legislation, of the taxable rent to be paid to City monthly under the terms of a lease. At this time, it appears that leasehold excise tax is not applicable. In the event that leasehold excise tax is applicable to this Lease, NORCOM agrees to

pay and City agrees to collect and pay over to the State Department of Revenue the aforesaid leasehold excise tax in accordance with the statutes governing same; provided, however, if NORCOM is exempted by State law from the obligation to pay leasehold excise tax, then this tax will not be collected from NORCOM.

A. Payment

NORCOM shall pay the Leasehold Excise Tax payment to City from time to time in semi-annual, or if required by applicable law, other periodic installments each of which shall be due and payable to City at least five (5) days before the last day the corresponding payment of the tax is payable by City.

VI. UTILITIES AND OTHER SERVICES BY CITY

City, at City's expense, will furnish NORCOM the following services and utilities: electricity; heating; air conditioning; and ventilation.

VII. NORCOM TO PAY DIRECT COSTS

NORCOM, at NORCOM'S expense, will pay any and all direct costs for services and/or equipment as agreed by the parties and authorized by the Executive Director of NORCOM.

VIII. ALTERATIONS BY TENANT

NORCOM shall make no changes, improvements or alterations to the Premises without the prior consent of the City. All such changes, improvements, alterations and repairs, if any, made by NORCOM, shall remain on the Premises and shall become the property of the City upon expiration or sooner termination of this lease.

IX. INSURANCE

NORCOM shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with NORCOM's use of the Premises.

A. Minimum Scope of Insurance

NORCOM shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on NORCOM's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

B. Minimum Amounts of Insurance

NORCOM shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

C. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. Verification of Coverage

NORCOM shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of NORCOM.

E. Waiver of Subrogation

NORCOM and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance or in connection with the Premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

F. City's Property Insurance

City shall purchase and maintain during the term of the Lease all-risk property insurance covering Fire Station 26 for its full replacement value without any coinsurance provisions.

X. INDEMNITY

NORCOM shall defend, indemnify, and hold harmless City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of NORCOM's use of Premises, or from the conduct of NORCOM's business, or from any activity, work or thing done, permitted, or suffered by NORCOM in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

XI. NOTICE

Any notice required or permitted under this Lease shall be deemed received when actually delivered or 48 hours after deposited in the United States Mail as certified mail addressed to the addresses as specified below or as from time to time changed by either of the parties in writing.

City: City of Kirkland

Attn: Erin Leonhart, Public Works Facilities
& Administration Manager
123 - 5th Avenue
Kirkland, WA 98033

NORCOM: NORCOM
Attn: Chris Fischer, Executive Director
123 - 5th Avenue
Kirkland, WA 98033

XII. ASSIGNMENT OF LEASE

Neither this Lease nor any right hereunder may be assigned, transferred, or encumbered or sublet in whole or in part by NORCOM, by operation of law or otherwise, without City/s prior consent.

XIII. MISCELLANEOUS

- A. In the event either party hereto shall institute suit to enforce any rights hereunder, the prevailing party shall be entitled to recover court costs and attorney/s fees incurred as a result thereof.
- B. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.
- C. This Lease shall be construed in accordance with the laws of the State of Washington.
- D. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Office Space Lease as of the day and year first above written.

NORCOM

CITY OF KIRKLAND

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form

City Attorney