

ATTACHMENT B to ORDINANCE

**INTERAGENCY LEASE AGREEMENT (LEASE #1288)
1101 D STREET NE, AUBURN**

Lease #1288

INTER-AGENCY LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this 18th day of April, 2012 between Valley Regional Fire Authority, as LESSOR, hereinafter referred to as the "AUTHORITY", and KING COUNTY, a political subdivision of the State of Washington, as LESSEE, hereinafter referred to as "COUNTY".

WHEREAS, the AUTHORITY and the COUNTY both desire to enter into a Lease Agreement to provide leased space on Lessor's property located at 1101 D Street N.E., Auburn, Washington (**Medic 6**); which will hereinafter be referred to as the "FACILITY," for the stationing of a paramedic unit operated by the King County Emergency Medical Services Division.

WHEREAS, the King County Emergency Medical Services Master Plan and its associated location analyses have demonstrated that the fire station at the above address provides an improved paramedic response in the Auburn area.

WHEREAS, in July 2007, King County enacted Ordinance 15861 authorizing King County to place a levy related to the funding and provision of Medic One emergency medical services request on the November 6, 2007 special election ballot.

WHEREAS, the voters of King County approved the levy, which authorizes King County to collect revues described in the levy for six consecutive years, beginning in 2008.

WHEREAS, Expenditures authorized by the levy are described in RCW 84.52.069 and allow for the provision of facilities.

WHEREAS, the Authority desires to utilize King County's Emergency Medical Services Programs.

NOW THEREFORE, the parties agree as follows:

I. DESCRIPTION OF LEASED PREMISES AND PROPERTY

Leased Space – 1101 D Street Northeast, Auburn, Washington, legally described on Exhibit "A"

Ground area for a 14' by 44' **modular unit** used for office and sleeping quarters One parking space for a spare EMS vehicle will be provided as well. See site plan for location of the modular unit—Exhibit A.1.

Garage space of approximately 480 square feet providing for paramedic vehicles including floor drains and automatic garage door openers, and storage cabinets on the south wall area.

Exercise room and equipment shared with AUTHORITY personnel;

II. GENERAL SERVICES OR CONDITIONS PROVIDED BY THE AUTHORITY

A. Basic Services:

1. Electricity, natural gas service will be provided for the modular unit, and electricity, natural gas and heat for the garage space will be provided by the AUTHORITY for the FACILITY and those services will be available on a 24 hour basis.
2. Standby Power - The FACILITY will have an emergency generator available to provide backup power to any area in the building.
3. Waste Removal - The AUTHORITY will provide a waste receptacle and collection service for all waste; EXCEPT, that the COUNTY shall be responsible for disposal of all contaminated medical waste.
4. Parking - The AUTHORITY will provide private vehicle parking for up to four on-duty paramedic personnel on AUTHORITY property.
5. Storage Space - The AUTHORITY will provide storage space for limited storage of "non-controlled" operational supplies.

III. GENERAL SERVICES OR CONDITIONS PROVIDED BY KING COUNTY

A. General Services:

1. Security - The COUNTY shall be responsible for the security of all pharmaceutical supplies including controlled substances. Security measures shall ensure that these items shall be accessible to COUNTY personnel only.
2. Maintenance - The COUNTY agrees to require all COUNTY personnel assigned to the FACILITY to participate in the daily, weekly housekeeping duties and other periodic cleaning of the FACILITY (building and grounds) in cooperation with AUTHORITY personnel.
3. Special Conditions - The COUNTY further agrees that any problems or issues that arise involving personnel or operations of the respective agencies will be handled as set forth in **Exhibit C** of this agreement, attached hereto and made a part of hereof.

IV. RENT

- A. Commencing November 1, 2011, the COUNTY agrees to pay the AUTHORITY as rent and payment for the services provided herein, \$200.00 per month. Monthly rent shall be adjusted annually based upon the increase in the Consumer Price Index for Seattle and shall become effective the first day of January for each subsequent year of this lease but shall not exceed an annual increase of 2.5%.

V. TERM

- A. The Term of this agreement shall commence on November 1, 2011 and expire on December 31, 2013. The Term shall automatically renew on a year-to-year basis subject to termination at the end of each calendar year by either party on ninety (90) days prior written notice. Renewal of this agreement is subject to funding of the Emergency Medical Services operating levy by the electorate of King County in the November 2013 general election and as scheduled thereafter.
- B. In the event that the King County Council does not approve this lease within twelve (12) months of the commencement date, COUNTY shall have the right to terminate this lease within the same twelve (12) month period at its sole discretion.

Should such approval or appropriation not occur, this lease and all COUNTY obligations hereunder will terminate at the end of the calendar year in which such approval or appropriation expires. Any costs associated with such termination shall not exceed the appropriation for the year in which terminated is effected. In addition, if grant funding for the project is cancelled or not renewed, this lease and all COUNTY obligations hereunder will terminate.

C. Termination for Other Causes:

1. This Agreement is subject to termination upon ninety (90) days written notice by the COUNTY should:
 - a) The AUTHORITY fail to comply with the terms and conditions expressed herein.
 - b) The AUTHORITY fail to provide work or services expressed herein.
2. This agreement is subject to termination upon ninety (90) days written notice by the AUTHORITY should:
 - a) The COUNTY fail to comply with the terms and conditions expressed herein.
 - b) If, in the judgment of the Fire Chief/Administrator of the

AUTHORITY or his/her designee, the relationship is no longer compatible with the organizational philosophy or values of the AUTHORITY.

VI. CHANGES IN SERVICES

- A. Either party may request changes in the services to be performed or provided hereunder. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement signed by both parties.

VII. HOLD HARMLESS AND INDEMNIFICATION

- A. The COUNTY agrees to assume responsibility for all liabilities that occur or arise in any way out of occupancy of the rented space at the FACILITIES, and to save and hold harmless the AUTHORITY, its employees and officials, harmless from all claims, causes of action, costs, expenses, losses and damages, including the cost of defense, incurred as a result of any negligent actions or omissions of the COUNTY, its agents, officers, or employees only arising out of or relating to the performance of this agreement, to the extent of its sole negligence.
- B. The AUTHORITY agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its agents, officers, or employees, and to save and hold harmless the COUNTY, its employees and officials, from all claims, causes of action, costs expenses, losses and damages, including the costs of defense, incurred as a result of any negligent acts or omissions of the AUTHORITY, its agents, officers, or employees only arising out of or relating to the performance of this agreement, to the extent of its sole negligence.

VIII. INSURANCE

- A. The AUTHORITY acknowledges, accepts and agrees that the COUNTY is self-insured and the County will provide proof of said self-insurance upon request.

IX. NOTICES

- A. Official notice under this lease shall be given as follows:

To the Valley Regional Fire Authority:

1101 D Street N.E.
Auburn, Washington 98002
Phone: (253) 288-5800

- B. **To King County:**

King County Real Estate Services Section
Room 500, King County Administration Building
500 4th Avenue
Seattle, WA 98104

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

~~LESSOR: CITY OF AUBURN~~
~~VALLEY REGIONAL FIRE AUTHORITY~~

VALLEY REGIONAL FIRE AUTHORITY

BY: *Eric E. Robertson*

NAME: Eric E. Robertson

TITLE: Administrator

DATE: April 18, 2012

~~James Fogarty
Division Director
Emergency Medical Services~~

LESSEE:
KING COUNTY

BY: *Stephen L. Salyer*

NAME: Stephen L. Salyer

TITLE: Manager, Real Estate Services

DATE: 3/14/12

APPROVED AS TO FORM:

BY: *Timothy Barnes*

NAME: Timothy Barnes

TITLE: Senior Deputy Prosecuting Attorney

DATE: 2/6/12

APPROVED BY CUSTODIAL AGENCY:
Health-Seattle/King County

BY: *Benjamin Laffer*

NAME: Benjamin Laffer
Chief Administrative Officer

TITLE: _____

DATE: 3-7-2012

KING COUNTY EMS

BY: *Chris Sneyd*

NAME: _____

TITLE: _____

DATE: 3-7-2012

James Fogarty
Division Director
Emergency Medical Services

EXHIBIT A
LEGAL DESCRIPTION

SW $\frac{1}{4}$, Section 7, Township 7, Range 5
Lot 1, City of Auburn

