

**ATTACHMENT G to ORDINANCE**

**INTERAGENCY LEASE AGREEMENT (LEASE #1963)  
3215 SOUTH 152<sup>ND</sup> STREET, SEATAC**

**INTER-AGENCY LEASE AGREEMENT**

THIS LEASE AGREEMENT is entered into this 15<sup>th</sup> day of January, 2013 between City of SeaTac, a municipal corporation of the State of Washington, as Lessor, hereinafter referred to as "LESSOR", and KING COUNTY, a political subdivision of the State of Washington, as Lessee, hereinafter referred to as "COUNTY."

WHEREAS, LESSOR and COUNTY desire to enter into a Lease Agreement to provide leased space on LESSOR'S property for the stationing of paramedic units operated by the King County Emergency Medical Services Division.

WHEREAS, LESSOR agrees to provide COUNTY leased space at LESSOR'S property located at 3215 South 152<sup>nd</sup> Street, SeaTac, WA, 98188, legally described on Exhibit A attached hereto and shared use of space within the LESSOR'S fire station for the purpose of operating a King County Medic One medic unit, and to site a modular building (hereafter "Modular Building") unit on the LESSOR'S property, all of which will hereinafter be collectively referred to as the "FACILITIES," and depicted on Exhibit A1.

WHEREAS, the King County Emergency Medical Services Master Plan and its associated location analyses have demonstrated that locating the FACILITIES at LESSOR'S said fire station property will provide improved paramedic response to Burien, White Center, Tukwila and SeaTac.

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 on the November 6, 2007 special election ballot.

WHEREAS, the voters of King County approved the levy, which authorizes King County to collect revenues 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, LESSOR desires to utilize King County's Emergency Medical Services Programs.

NOW THEREFORE, the parties agree as follows:

**I. DESCRIPTION OF THE LEASED FACILITIES**

- A. (1) **Leased Space (exclusive use)** - Approximately 1,800 square feet of yard space for the placement and use of the Modular Building as a Medic One office and staff building located at 3215 South 152<sup>nd</sup> Street, SeaTac, WA, also known as Station 47, outlined in red or blue on Exhibit A.,1 and further described to include the following items below in Section 1 and 2.

- (a) Use of one bay in the fire station building for storage and operation of one medic unit vehicle.
  - (b) A space to park and maintain a spare medic unit vehicle on the property.
  - (c) Storage shelves inside the station bay for spare equipment and supplies.
  - (d) Storage space for storage of operational supplies, to include oxygen (O2) storage units and/or bio waste storage units, but excluding controlled substances.
- (2) Shared Space (non-exclusive) - Shared by LESSOR and COUNTY as further described below.
- (a) Shared use of an outdoor storage unit.
  - (b) Access and shared use of physical training equipment in the station
  - (c) Private vehicle parking for up to four vehicles for paramedic personnel on LESSOR property.

## II. GENERAL SERVICES OR CONDITIONS PROVIDED BY THE LESSOR

### A. Basic Services:

- (1) Lighting to the fire station will be provided by the LESSOR for the FACILITY and those services will be available on a 24 hour basis.
- (2) Waste Removal - The LESSOR 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.

## III. GENERAL SERVICES OR CONDITIONS PROVIDED BY KING COUNTY

### A. General Services:

- (1) Paramedic Units - COUNTY will normally station paramedic units staffed with two paramedics
- (2) Security - 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.

- 3) Maintenance - COUNTY agrees to require all COUNTY personnel assigned to the FACILITIES to participate in the customary daily, weekly housekeeping duties and other customary periodic cleaning of the FACILITIES (building and ground) in cooperation with LESSOR'S personnel.
- (4) Special Conditions - 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

Commencing on 1/1/13 (hereafter, the Commencement Date") and on the first day of each month thereafter the COUNTY agrees to pay the CITY as rent and payment for the services provided herein \$929.30 per month.

V. TERM

- A. The Term of this agreement shall commence on the Commencement Date and expire five (5) years thereafter. The lease agreement 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. The Term and subsequent Renewal, if any, of this agreement are 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.

Upon the final termination date for any cause, the Modular Building and any personal property of the Lessee shall be removed by the Lessee at no cost to the Lessor, unless agreed to otherwise in writing and subject to current appropriations by the King County Council.

- 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 said twelve (12) month period.

The County's obligations to the LESSOR, if any, that extend beyond a current year are contingent upon approval of the lease by the King County Council or appropriation by the King County Council of sufficient funds to pay such obligations. 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 effective. 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 COUNTY should:
  - a) LESSOR fail to comply with the terms and conditions expressed herein.
  - b) LESSOR fail to provide work or services expressed herein.
2. This agreement is subject to termination upon ninety (90) days written notice by the LESSOR should:
  - a) COUNTY fail to comply with the terms and conditions expressed herein.
  - b) If, in the judgment of LESSOR'S Fire Chief/Administrator or his/her designee, the relationship is no longer compatible with the organizational philosophy or values of LESSOR.

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 for itself, its employees, successors, invitees, licensees, agents and assigns, to defend, indemnify, and hold harmless LESSOR, its elected officials and employees from and against liability for claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to the COUNTY'S exercise of rights and privileges provided in this agreement, except to the extent of LESSOR'S negligence.
- B. LESSOR agrees for itself, its employees, successors, invitees, licensees, agents and assigns, to defend, indemnify, and hold harmless the COUNTY, its elected officials and employees from and against liability for claims, demands, suits, and

judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to LESSOR'S exercise of rights and privileges provided in this agreement, except to the extent of the COUNTY'S negligence.

LESSOR and the COUNTY each agree to waive their respective immunity under the industrial insurance provisions of Title 51 R.C.W., but only to the extent necessary to provide a complete indemnity to the other, which waiver has been mutually negotiated and agreed upon.

**VIII. INSURANCE**

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

**IX. NOTICES**

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

**To LESSOR:**  
 City of SeaTac  
 4800 S. 188<sup>th</sup> Street  
 SeaTac, WA 98188-8605

- B. **To King County:**  
 King County Real Estate Services Section  
 King County Administration Building, Room 830  
 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 SEATAC

**LESSEE:**  
KING COUNTY

BY: Todd Curtis

BY: Stephen L. Salyer

NAME: Todd Curtis

NAME: Stephen L. Salyer

TITLE: City Manager

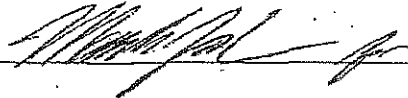
TITLE: Manager, Real Estate Services

DATE: 1/30/13

DATE: 2/8/13

Lease # 1963

APPROVED AS TO FORM:

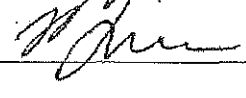
BY: 

NAME: Mary Mirante Bartolo

TITLE: Asst City Attorney

DATE: 1/30/2013

APPROVED AS TO FORM:

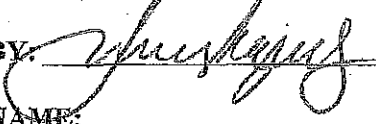
BY: 

NAME: Timothy Barnes

TITLE: Senior Deputy Prosecuting Attorney

DATE: 2/5/13

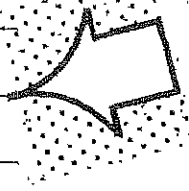
APPROVED BY CUSTODIAL AGENCY:

BY: 

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



James Fogarty  
Division Director  
Emergency Medical Services

Lease # 1963

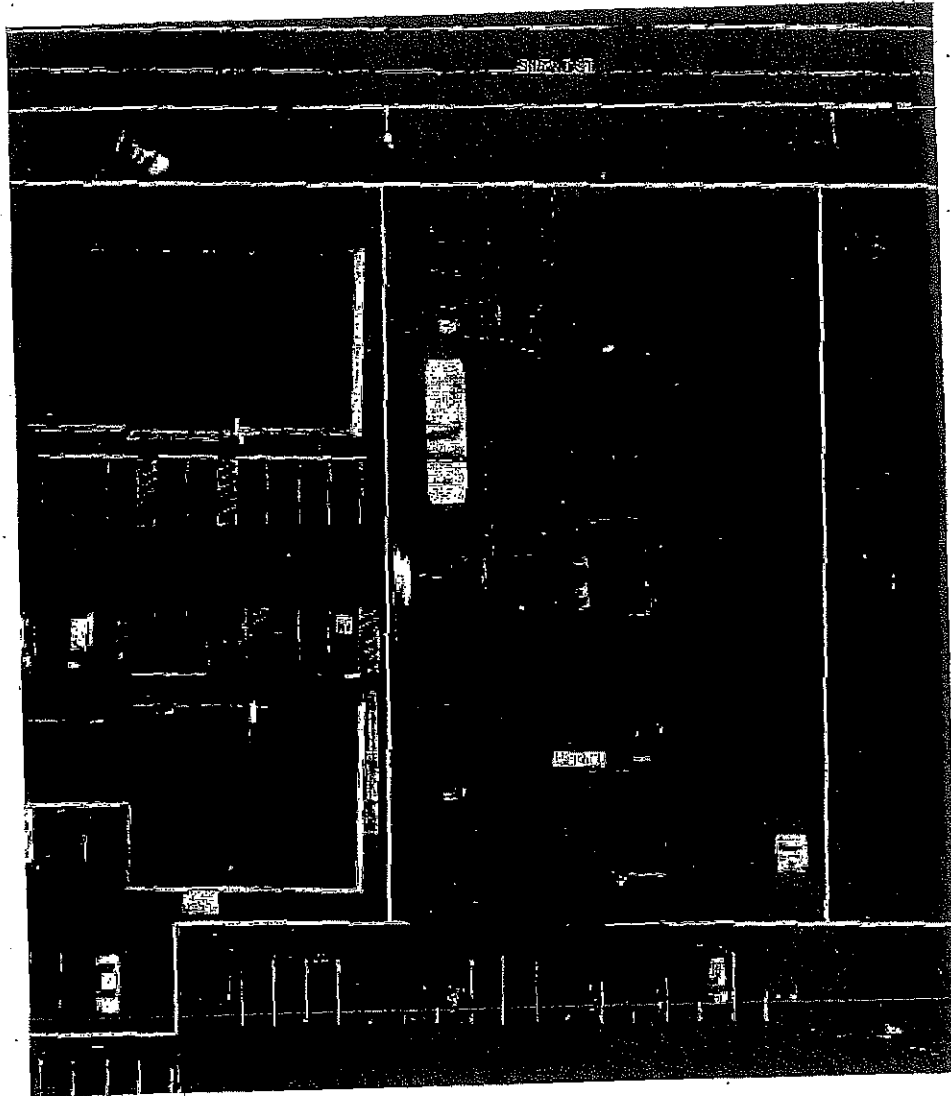
EXHIBIT A

Legal Description Parcel 004300-0009

The north 200 feet of Lot 2, Block 1 of the Third Addition to Adams Home Tracts, according to the Plat thereof recorded in Volume 15 of Plats, page 17, Situate in King County, Washington



EXHIBIT A.1



**EXHIBIT C**  
**SPECIAL CONDITIONS**  
**INTERAGENCY COOPERATION**

1. COUNTY agrees to designate one (1) paramedic on each duty shift who will coordinate the station activities and issues with the Station Officers, including but not limited to regular maintenance of the FACILITIES by on-duty personnel.
2. COUNTY agrees that when issues, conflicts or problems arise the Station Officers and the designed COUNTY employee shall attempt to resolve the matter at their level. If the matter is unable to be resolved at that level, it shall be taken to the next level of the respective chains of command, up to and including the Fire Chief/Administrator for LESSOR, and/or his/her designee, and the Chief of King County Medic One for COUNTY or his/her designee.
3. COUNTY recognizes the importance of the organizational philosophy and values of the LESSOR and agrees to cooperate with the LESSOR to support those values. COUNTY further agrees to abide by City of Sea-Tac Policies and Procedures as discussed and agreed to by the Fire Chief/Administrator and Chief of King County Medic One.
4. COUNTY desires to have access to and use of the LESSORS WiFi system and fiber optic system of telecommunications owned and managed by the LESSOR. LESSOR, in the spirit of a harmonious relationship at the FACILITIES with COUNTY personnel, agrees to allow this connection under the scrutiny and approval of the LESSOR'S Deputy Chief of Information Systems. This connection will be allowed, provided that the COUNTY purchases and makes available specific multiplexers at the FACILITY, which will have shared use by the paramedics and LESSOR at the FACILITY. Any and all work performed in providing the fiber optic connection, and routine maintenance or repair, shall only be conducted under the direct approval and supervision of LESSOR.