

Revised, dated August 20, 2013

ATTACHMENT D to ORDINANCE

**INTERAGENCY LEASE AGREEMENT (LEASE #1584)
20676 72ND AVENUE SOUTH, KENT**

Lease # 1584

INTER-AGENCY LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this 25th day of March, 2012 between **Kent Fire Department Regional Fire Authority 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 1280 square feet of leased space at LESSOR'S **Fire Station #76** located at 20676 72nd Avenue South, Kent, Washington for the stationing of a paramedic unit operated by the King County Emergency Medical Services Division which will hereinafter be collectively referred to as the "FACILITIES."

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 will provide improved paramedic response in the Valley 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 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 1280 square feet located at 20676 72nd Avenue South, Kent, Washington, as legally described on attached Exhibit A, shown on Exhibit A.1 and further described below. In addition, the use of two (2) exterior parking spaces for reserve Medic vehicles in addition to the parking spaces as needed for staff.
- (a) Sleeping quarters totaling 800 square feet consisting of two (2) 11' x 14'6" sleeping rooms with one (1) bed each. The sleeping quarters include several built in lockers available for use by the

COUNTY.

- (b) Garage space of approximately 480 square feet for one (1) paramedic vehicle including floor drains and automatic garage door openers; additional outside vehicle storage with electrical supply for an additional Medic vehicle.
- (2) **Shared Space (non-exclusive use)** - Shared by LESSOR and COUNTY as further described below.
 - (a) Bathroom/shower facilities for both sexes shared with LESSOR'S personnel;
 - (b) Office space including a desk and chair;
 - (c) Kitchen facilities, dining and day rooms shared with LESSOR'S personnel;
 - (d) Exercise room and equipment shared with LESSOR'S personnel;
 - (e) Facilities for fueling of paramedic vehicles.

II GENERAL SERVICES OR CONDITIONS PROVIDED BY THE RFA

A. Basic Services:

- 1. Heating and Lighting - Heating, lighting and cooling will be provided by the LESSOR 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 the building.
- 3. 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.
- 4. Storage Space - The LESSOR 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) Paramedic Units - COUNTY will normally station paramedic units staffed with two (2) paramedics in the FACILITY.
- (2) Security - COUNTY shall be responsible for the security of all pharmaceutical supplies including controlled substances, under mutually agreed upon methods of security and accessible only by COUNTY personnel.
- (3) Maintenance - COUNTY agrees to require all COUNTY personnel assigned to the FACILITIES to participate in the daily, weekly housekeeping duties and other periodic cleaning of the FACILITY (building and grounds) in cooperation with RFA personnel.
- (4) 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 B** of this agreement, attached hereto and made a part of hereof.

IV. RENT

- A. Commencing January 1, 2011 the COUNTY agrees to pay the RFA as rent and payment for the services provided herein, \$896.13 per month for space and other systems and services described in Section I above.

The 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. From the monthly rental, \$238.21 each month will be placed in the RFA/Local 1747 Physical Fitness Program Fund. The remainder will be utilized in the operational or capital fund as the RFA deems appropriate.

V. TERM

- A. The Term of this agreement shall commence on January 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 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 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 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. 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 LESSOR, 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 COUNTY, its agents, officers, or employees only arising out of or relating to the performance of this agreement.
- B. The LESSOR 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 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 LESSOR, its agents, officers, or employees only arising out of or relating to the performance of this agreement.

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:

Kent Fire Department Regional Fire Authority
Attn: Finance Manager
24611 116th Avenue S.E.
Kent, Washington 98030

- B. **To King County:**

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

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

LESSOR:

Kent Fire Department Regional Fire Authority:

LESSEE:

KING COUNTY

BY: Jim Schneider

NAME: Jim Schneider,

TITLE: Fire Chief

DATE: 03-25-12

BY: Stephen L. Salzer

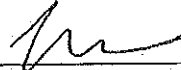
NAME: Stephen L. Salzer

TITLE: Manager, Real Estate Services

DATE: 3/14/12

Revised, dated August 20, 2013

APPROVED AS TO FORM:

BY: 

NAME: Timothy Barnes

TITLE: Senior Deputy Prosecuting Attorney

DATE: 2/16/12

APPROVED BY CUSTODIAL AGENCY:


Health/Seattle/King County
BY: 

NAME: Benjamin Lofler
Custodial Agency Administrator

TITLE: _____

DATE: 3-7-2012

KING COUNTY EMS:

BY: _____
NAME: 

TITLE: _____
James Fogarty

DATE: 3-7-2012 Division Director
Emergency Medical Services

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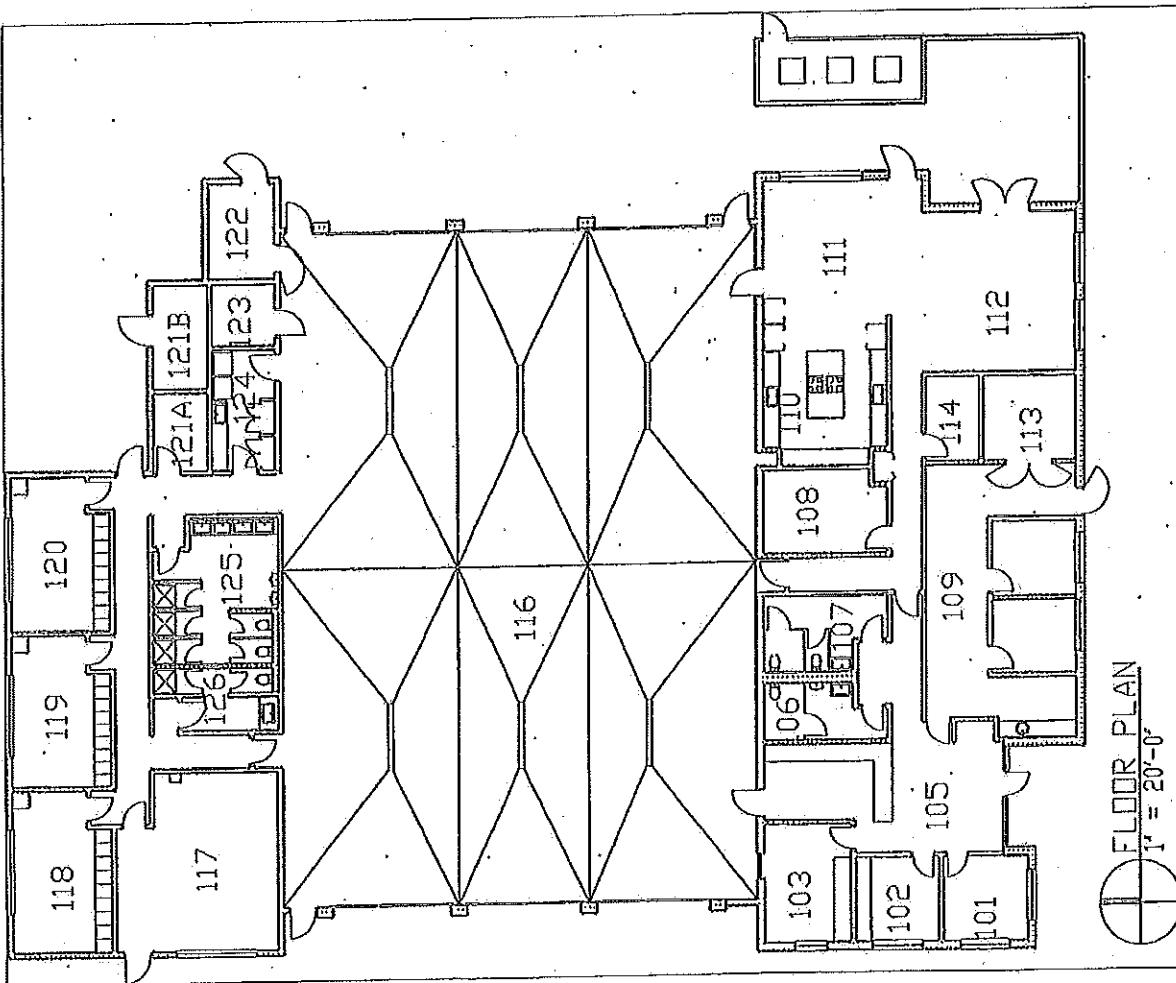
Exhibit "A"

Legal Description:

O'Brien Station Garden Tracts, portion of Lot 5 lying nly of drainage district No 1 right of way exc w 10 ft thereof conveyed for 72nd Ave S by deed under property address 20676 72nd Ave S

- 101 - Medic Office
- 102 - Fire Office
- 103 - Fire Office
- 105 - Share - Entry Way
- 106 - Share - Men's Restroom
- 107 - Share - Women's Restroom
- 108 - Fire
- 109 - Medic Dorm
- 110 - Share - Kitchen
- 111 - Share - Beanery
- 112 - Share - Dayroom
- 113 - Medic Storage
- 114 - Fire
- 116 - Share - Apparatus Bay
- 117 - Share - Exercise Room
- 118 - Fire Dorm
- 119 - Fire Dorm
- 120 - Fire Dorm
- 121A - Share Mechanical Room
- 121B - Share Mechanical Room
- 122 - Fire
- 123 - Fire
- 124 - Share Laundry Room
- 125 - Share - Men's Restroom
- 126 - Share - Women's Restroom

CHART 607 A1



Fire Station 76 First Floor

FLOOR PLAN
1" = 20'-0"

EXHIBIT B
SPECIAL CONDITIONS
INTERAGENCY COOPERATION

1. COUNTY agrees to designate one (1) paramedic on each duty shift at the FACILITY who will coordinate the station activities and issues with the Station Officer, including but not limited to regular maintenance of the FACILITY by on-duty personnel.
2. COUNTY agrees that when issues, conflicts or problems arise the Station Officer 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 the Regional Fire Authority, and/or his/her designee, and the Manager of the King County Emergency Medical Services Division for COUNTY.
3. COUNTY recognizes the importance of the organizational philosophy and values of the RFA and agrees to cooperate with the LESSOR to support those values. COUNTY further agrees to abide by Regional Fire Authority Policies and Procedures as discussed and agreed to by the Fire Chief/Administrator and Manager of the King County Emergency Medical Services Division.