

Revised, dated August 20, 2013

ATTACHMENT E to ORDINANCE

**INTERAGENCY LEASE AGREEMENT (LEASE #1791)
39404 244TH AVENUE SE, ENUMCLAW**

Revised, dated August 20, 2013

Lease #1791

INTER-AGENCY LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this 1st day of January, 2012 between King County Fire Protection District #44, 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 fire station located at 39404 244 Ave SE Enumclaw, Washington, which will be referred to as the "FACILITY"; and shared use of space at LESSOR'S fire station for the purpose of EMS service delivery; all of which will hereinafter be collectively referred to as the "FACILITY."

WHEREAS, the King County Emergency Medical Services Master Plan and its associated location analyses have demonstrated that locating the FACILITY at LESSOR'S said fire station will provide improved paramedic response in the Black Diamond and Enumclaw areas of King County.

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 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, LESSOR desires to utilize King County's Emergency Medical Services Programs.

NOW THEREFORE, the parties agree as follows:

I. DESCRIPTION OF THE LEASED FACILITY

Leased Space (exclusive use) - Approximately 1000 square feet located at 39404 244th Avenue Southeast, Enumclaw, Washington as legally described on attached Exhibit A, shown on Exhibit A.1 and further described below.

- (a) Sleeping quarters consisting of two (2) dormitory rooms. All

Revised, dated August 20, 2013

lockers, desks and beds to be provided by the COUNTY.

- (b) One Office
 - (c) One toilet room with shower
 - (d) Garage space for one medic unit inside the truck bay, and an area to maintain the spare medic unit outside of the station with an electrical supply provided.
 - (e) One (1) secure EMS Storage Room and one (1) Open Stage Area.
- (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 equipment shared with LESSOR'S personnel;

II GENERAL SERVICES OR CONDITIONS PROVIDED BY THE LESSOR

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 COUNTY will provide a waste receptacle and collection service for all waste and the COUNTY shall be responsible for disposal of all contaminated medical waste.
4. Parking - The LESSOR will provide private vehicle parking for the on-duty paramedic personnel on LESSOR property.
5. Storage Space - The LESSOR will provide storage space for limited storage of "non-controlled" operational supplies, to include outside oxygen (O₂) storage units and/or bio waste storage units as mutually agreed to with

Revised, dated August 20, 2013

COUNTY'S designee.

6. The LESSOR agrees to let the County use their wireless broadband internet connection for sending and receiving data.

III. GENERAL SERVICES OR CONDITIONS PROVIDED BY KING COUNTY

A. General Services:

1. 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.
2. 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 FACILITIES (building and grounds) in cooperation with LESSOR'S personnel.
3. 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 B of this agreement, attached hereto and made a part of hereof.

IV. RENT

Commencing January 1, 2011, COUNTY agrees to pay LESSOR as rent and payment for the services provided herein, Four Hundred Forty Six and 55/100---- Dollars (\$446.55) 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. The increase shall be capped at 2.5%.

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.

Revised, dated August 20, 2013

- 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 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.

Revised, dated August 20, 2013

- 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:

King County Fire Protection District #44
32316 148th Avenue S.E.
Auburn, Washington 98092


- B. **To King County:**

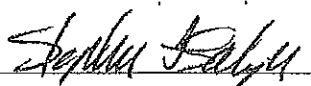
King County Real Estate Services Section
King County Administration Building, Room 500
500 4th Avenue
Seattle, WA 98104

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

LESSOR:
KING COUNTY FIRE DIST. #44

LESSEE:
KING COUNTY, WASHINGTON

BY: 

BY: 

NAME: Gregory Smith

NAME: Stephen L. Salyer

TITLE: Fire Chief

TITLE: Manager, Real Estate Services

DATE: 3/29/12

DATE: 3/14/12

Revised, dated August 20, 2013

APPROVED AS TO FORM:

BY: [Signature]

NAME: Timothy Barnes

TITLE: Senior Deputy Prosecuting Attorney

DATE: 2/6/12

KING COUNTY EMS

BY: [Signature]

NAME: _____

TITLE: _____

DATE: 3-8-2012

APPROVED BY CUSTODIAL AGENCY:

HEALTH - SEATTLE/KING COUNTY

BY: [Signature]

NAME: Sanjivni Laffer

Chief Administrative Officer

TITLE: _____

DATE: 3-8-2012

James Fogarty
Division Director
Emergency Medical Services

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EXHIBIT "A"

N1/2 OF SW1/4 OF NW1/4 OF SW 1/4 SEC 2-20-6 LESS W 42 FT & LESS POR DAF
- BAAP WCH BRS N 00-21-36 E 1653.45 FT FRM SW COR SD SEC 2 TH E 42 FT
TO TPOB TH N 00-21-36 E 44 FT TH S 89-16-24 E 618.90 FT M/L TO NE COR OF S
1/2 OF SW1/4 OF NW1/4 OF SD SW1/4 TH WLY ALG N LN SD SUBD TO TPOB

