

**ATTACHMENT A to ORDINANCE**

**INTERAGENCY LEASE AGREEMENT (LEASE #1182)**

- 1) 3700 SOUTH 320<sup>TH</sup> STREET, FEDERAL WAY**
- 2) 2238 SOUTH 223<sup>RD</sup> STREET, DES MOINES**
- 3) 27010 15<sup>TH</sup> AVENUE SOUTH, DES MOINES**

Lease #1182

**INTER-AGENCY LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is entered into this 1<sup>st</sup> day of January, 2011 between King County Fire Protection District #39, DBA South King Fire and Rescue, 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 stations located at 3700 South 320<sup>th</sup> Street, Federal Way, Washington, and 2238 South 223<sup>rd</sup> Street, Des Moines, Washington; and for the use of FIRE DISTRICT grounds to maintain a mobile home for paramedic use on the fire station property located at 27010 15<sup>th</sup> Avenue South, Des Moines, Washington; all of which will hereinafter be referred to as the "FACILITIES"; and shared use of space at LESSOR'S fire stations for the purpose of EMS service delivery; all of 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 greater Federal Way and Des Moines areas of South 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 revenues described in the levy for six consecutive years, beginning January 1, 2008 and ending December 31, 2013..

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 800 square feet located at 3700 South 320th Street, Federal Way, WA, also known as Station 64,

Medic 8, as legally described on attached **Exhibit A**, shown on **Exhibit A.1**

(Hereinafter "Lease A" and further described below.

- (a) Sleeping quarters consisting of two (2) sleeping rooms. All 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) Kitchen facilities, dining and day rooms shared with LESSOR'S personnel;
- (b) Exercise room and equipment shared with LESSOR'S personnel;
- (c) Facilities for fueling of paramedic vehicles. (Diesel fuel only)

**B. (1) Leased Space (exclusive use)** – Approximately 1100 square feet located at 2238 South 223<sup>rd</sup> Street, Des Moines, Washington, also known as Station 26, Medic 13 and Medical Services Officer 1 (MSO 1) as legally described on attached **Exhibit B**, shown on **Exhibit B.1** and further described below. (hereinafter "Lease B")

- (a) Sleeping quarters consisting of three (3) sleeping rooms. All lockers and beds are to be provided by the COUNTY. Desks and built in lockers were provided by the Fire District however, replacement will be COUNTY responsibility.
- (b) One MSO office
- (c) Emergency Operations Space of approximately 215 square feet in the administrative meeting room for the purpose of a King County Medic One (KCM1) Emergency Operations Center. The space would continue to be available to the Fire District during non-emergency periods with priority to KCM1 during EOC Training and Emergency Activations. In times of emergency, the Fire District will also offer additional space (as

available) for workstations and other EOC related activities. Tenant improvements and equipment would be provided by and at KCM1 expense. Fire District personnel time would be billed to King County at normal hourly rate for those personnel.

- (d) Garage space for one medic unit and the MSO vehicle inside the truck bay, and an area to maintain the spare medic unit and spare MSO vehicle outside of the station with an electrical supply provided. Additional garage space may be made available for Lessee's use.
  - (e) One (1) secure EMS Storage Room.
- (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 personnel;
  - (b) Office space including a desk and chair;
  - (c) Kitchen facilities, dining and day rooms shared with LESSOR personnel;
  - (d) Exercise room and equipment shared with LESSOR personnel;
  - (e) Facilities for fueling of paramedic vehicles. (Diesel Fuel only)
- (3) Landlord has completed the improvements for the site, per the attached "Scope of Work" document, **Exhibit "B.2"**.

- C. **Leased Space** – Property located at 27010 – 15 Ave. South, Des Moines, WA as legally described on attached **Exhibit C** and further described below. (Hereinafter "Lease C")

A mobile home (784 square feet) previously used by MSO (Medical Services Officer) personnel shall be allowed to stay in place on the property during 2011, but must be removed and the grounds renovated to the LESSOR'S satisfaction no later than December 31, 2012. Costs for ground renovation will be capped at \$2500.00.

## 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 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. 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 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 D** of this agreement, attached hereto and made a part of hereof.

### **IV. RENT**

- A. Commencing January 1, 2011, COUNTY agrees to pay LESSOR as rent and payment for the services provided herein, \$850.00 per month for Lease A located

at 3700 South 320<sup>th</sup> Station 64, Medic-8; and \$1275.00 per month for Lease B located at 2238 South 223<sup>rd</sup> Station 26, Medic-13. Effective July 1, 2011, the rent for lease B will be \$1375.00 per month, due to additional space use.

Monthly rent and annual Capital Maintenance and Replacement contribution (noted below) 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%

COUNTY, in the spirit of a harmonious relationship at the FACILITIES with LESSOR'S personnel, agrees to make an annual contribution of one thousand five hundred dollars (\$1,500) for each of the two (2) stations for the purpose of maintenance and replacement of shared furniture and equipment (i.e. fitness equipment, couches or recliners, garage doors and openers, kitchen and laundry) at the 2238 South 223<sup>rd</sup> and at the 3700 South 320<sup>th</sup> facilities, as approved by the Fire Chief/Administrator and/or his/her designee. The contribution shall be an annual total payment of three thousand dollars (\$3,000) for Station 64 and Station 26 due and payable no later than June 30<sup>th</sup> of each year beginning in 2011.

V. **TERM**

- A. The Term of this agreement shall commence on November 1, 2011 (the "Commencement Date") 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. Notwithstanding any provision to the contrary, in the event that the King County Council does not approve this lease within the same twelve (12) months of the Commencement Date, COUNTY shall have the right to terminate this lease within said 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, except to the extent of its sole negligence.
- 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, except to the extent of its sole negligence.

**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:**  
South King Fire and Rescue  
31617-1st Ave. So.  
Federal Way, WA 98003

**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:**  
**SOUTH KING FIRE and RESCUE**

BY: 

NAME: Allen D. Church

TITLE: Fire Chief

DATE: 3-15-12

**LESSEE:**  
**KING COUNTY**

BY: 

NAME: Stephen L. Salyer

TITLE: Manager, Real Estate Services

DATE: 3/14/12

**APPROVED AS TO FORM:**

BY: 

NAME: Timothy Barnes

TITLE: Senior Deputy Prosecuting Attorney

DATE: 2/6/12

**KING COUNTY EMS**

BY: 

James Fogarty  
Division Director  
Emergency Medical Services

**APPROVED BY CUSTODIAL AGENCY:**

**HEALTH - SEATTLE/KING COUNTY**

BY: 

Benjamin Leifer  
Chief Administrative Officer

3-7-2012



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

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

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

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

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

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

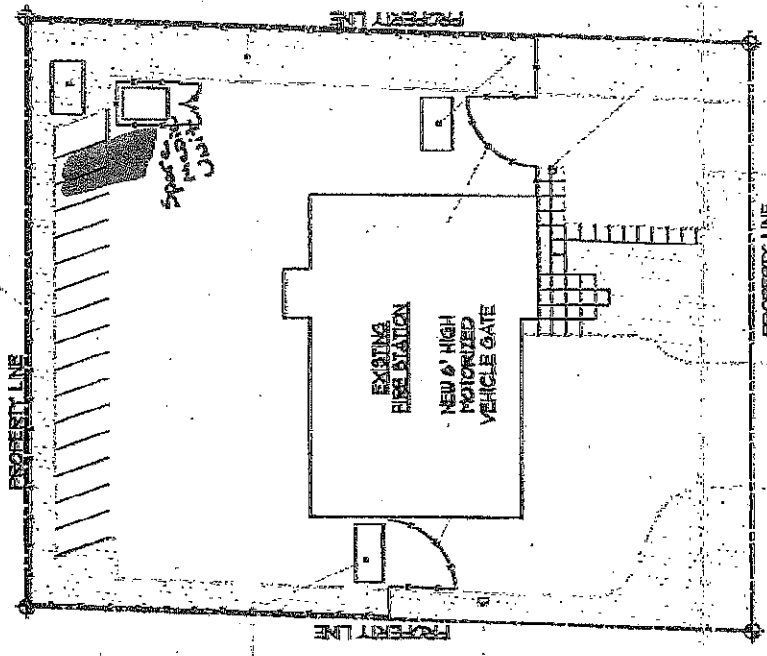
EXHIBIT "A"  
LEGAL DESCRIPTION

Lease # 1182 A Station 64-- MIDWAY SUBURBAN TRS S 250 FT OF TR 7



Sta. 64  
Pg. #1

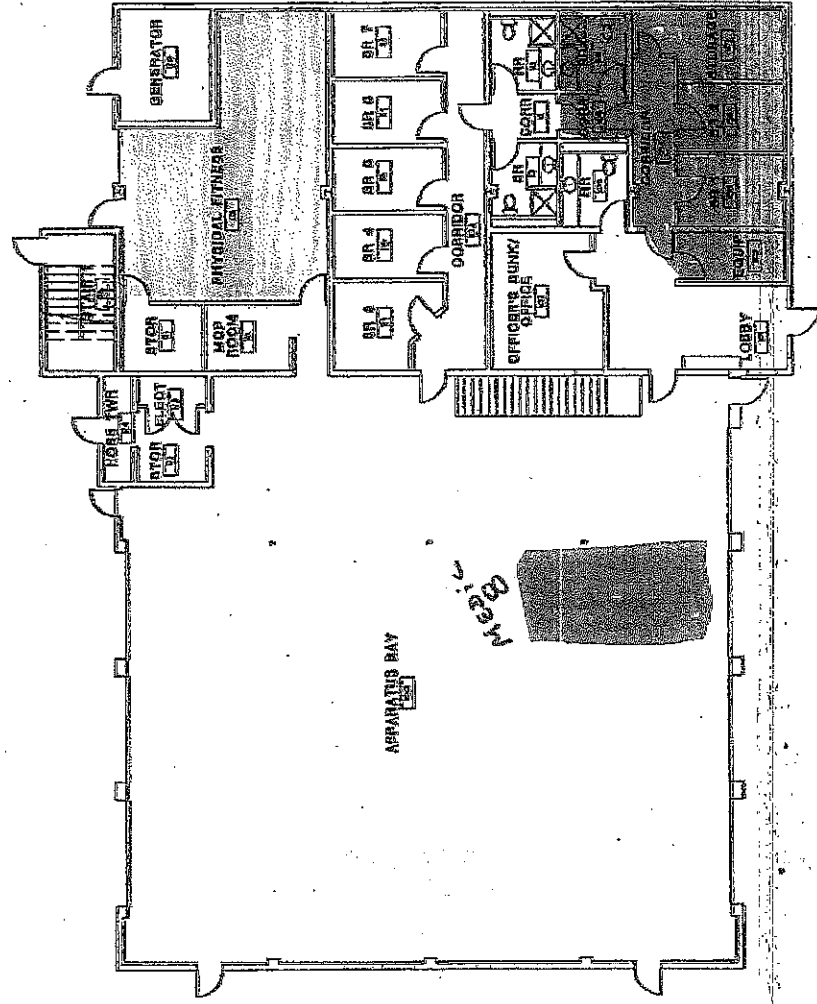
- NEW 6' HIGH VINYL COATED CHAINLINK FENCE, TYP.
- NEW DIESEL GENERATOR
- EXISTING FUEL TANK
- EXISTING LANDSCAPING - "NO WORK"
- NEW DETECTOR LOOPS, EACH GATE
- NEW GATE PEDestal FOR PROX. CARD READER, TYP. @ EACH NEW GATE



- NEW DETECTOR LOOPS, EACH GATE
- NEW GATE PEDestal FOR PROX. CARD READER, TYP. @ EACH NEW GATE

A-1

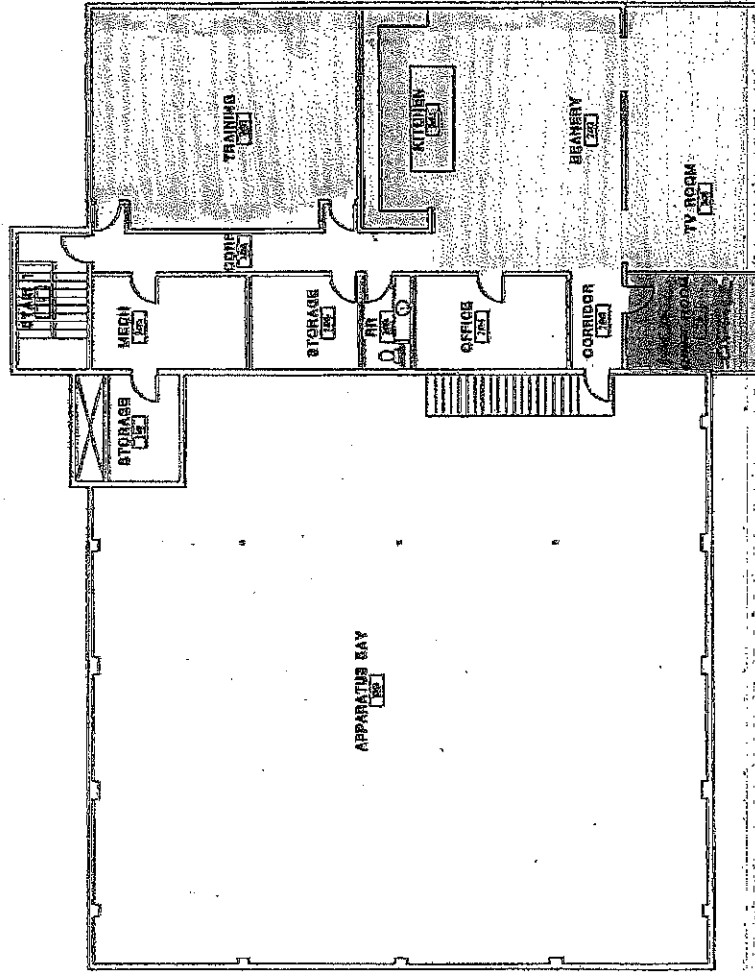
STA. 64  
Pg 2  
1st Floor



Shared  
Primary Medic Space

A-1

Sta. 64  
Pa 3  
2nd Floor



Shared

Primary - Medic Space

Air

Station 64 - 2nd Floor

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

Lease #1182 "B", Station 26—

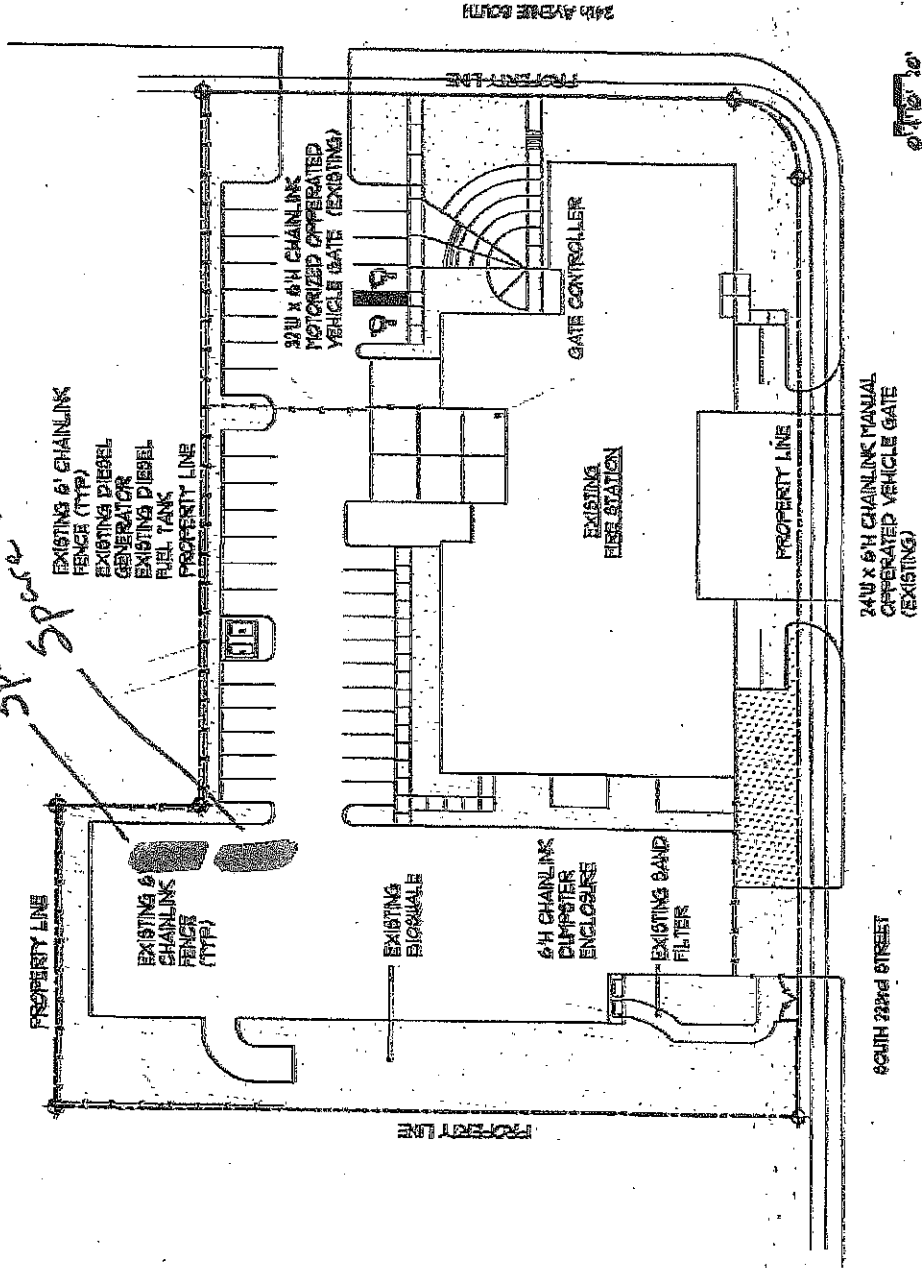
Lot 1 City of Des Moines short Plat No SP 99-053 Recording No. 2000030990000  
Being a portion of SE QTR SW QTR STR 09-22-04



Sta. 26

Pg # 1

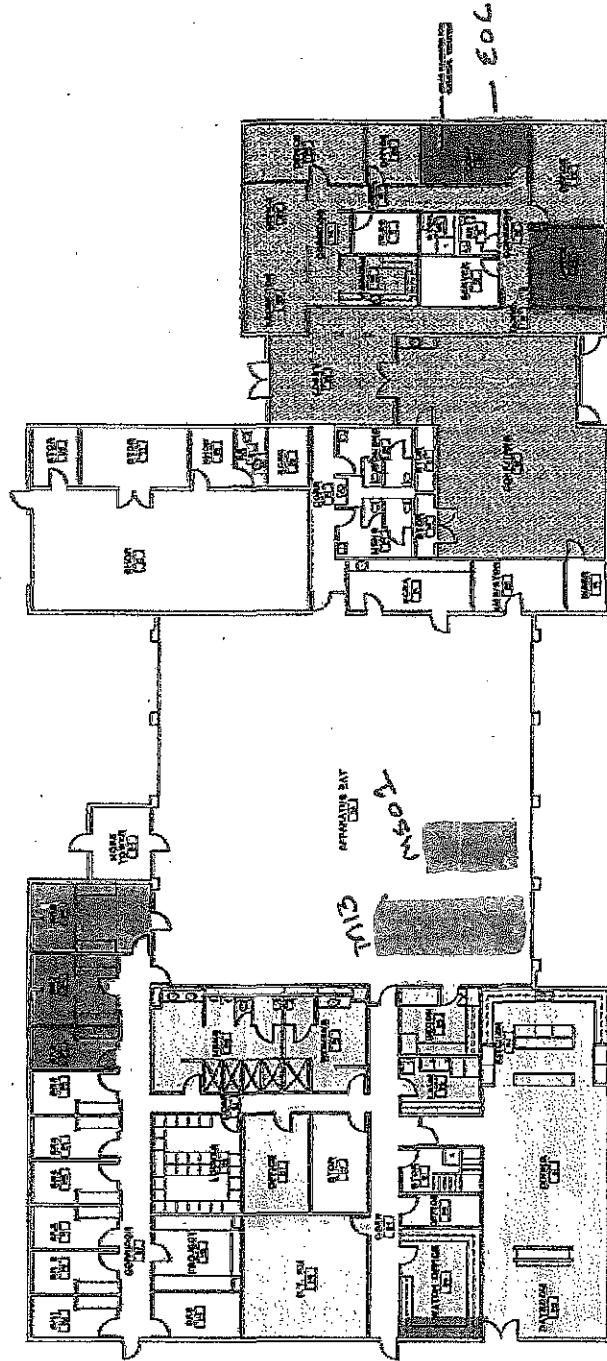
Spore Masso Dig Unit  
Larson Masso Dig Unit



Station 26 - Site Plan

South King Fire & Rescue | Station Renovations

Sta. 26  
Pg. #2



Shared Usage w/FD  
- Medics - Primary Use





EXHIBIT "C"  
LEGAL DESCRIPTION

Lease #1182 "C" Lot 17, Block 47, Woodmont Beach, Volume 22 of Plats, Page 30,  
records of King County, Washington

**EXHIBIT D**  
**SPECIAL CONDITIONS**  
**INTERAGENCY COOPERATION**

1. COUNTY agrees to designate one (1) paramedic on each duty shift at each FACILITY 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 Manager of the King County Emergency Medical Services Division for COUNTY.
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 K.C.F.P.D. #39/South King Fire and Rescue Policies and Procedures as discussed and agreed to by the Fire Chief/Administrator and Manager of the King County Emergency Medical Services Division.
4. COUNTY desires to have access to the 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 COUNTY purchases and makes available specific multiplexers at each of the FACILITIES, which will have shared use by the paramedics and LESSOR at each of the FACILITIES. 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.