

ATTACHMENT C to ORDINANCE

**INTERAGENCY LEASE AGREEMENT (LEASE #1453)
15635 SE 272ND STREET, KENT**

Lease #1453

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 leased space at LESSOR'S fire station #75 located at 15635 S.E. 272nd Street, Kent, Washington and shared use of space at LESSOR'S fire station for the purpose of a paramedic unit operated by King County EMS; 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 to Covington, Maple Valley and the East hill of Kent.

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 1367 square feet located at 15635 SE 272nd Street, Kent, Washington, as legally described on attached Exhibit A, shown on Exhibit A.1 and further described below.
- (a) Sleeping quarters totaling 407 square feet consisting of two
(2) sleeping rooms with three beds each available for use by the

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 FACILITY to participate in the daily, weekly housekeeping duties and other periodic cleaning of the FACILITY (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

- A. Commencing November 1, 2011, (Commencement Date) COUNTY agrees to pay LESSOR as rent and payment for the services provided herein, \$896.13 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

V. TERM

- A. The Term of this agreement shall commence on November 1, 2011 or 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. 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.

- 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 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 Schweiger

NAME: Jim Schweiger

TITLE: RAE Chief

DATE: 03-25-12

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

Exhibit "A"

Station 76

Legal Description:

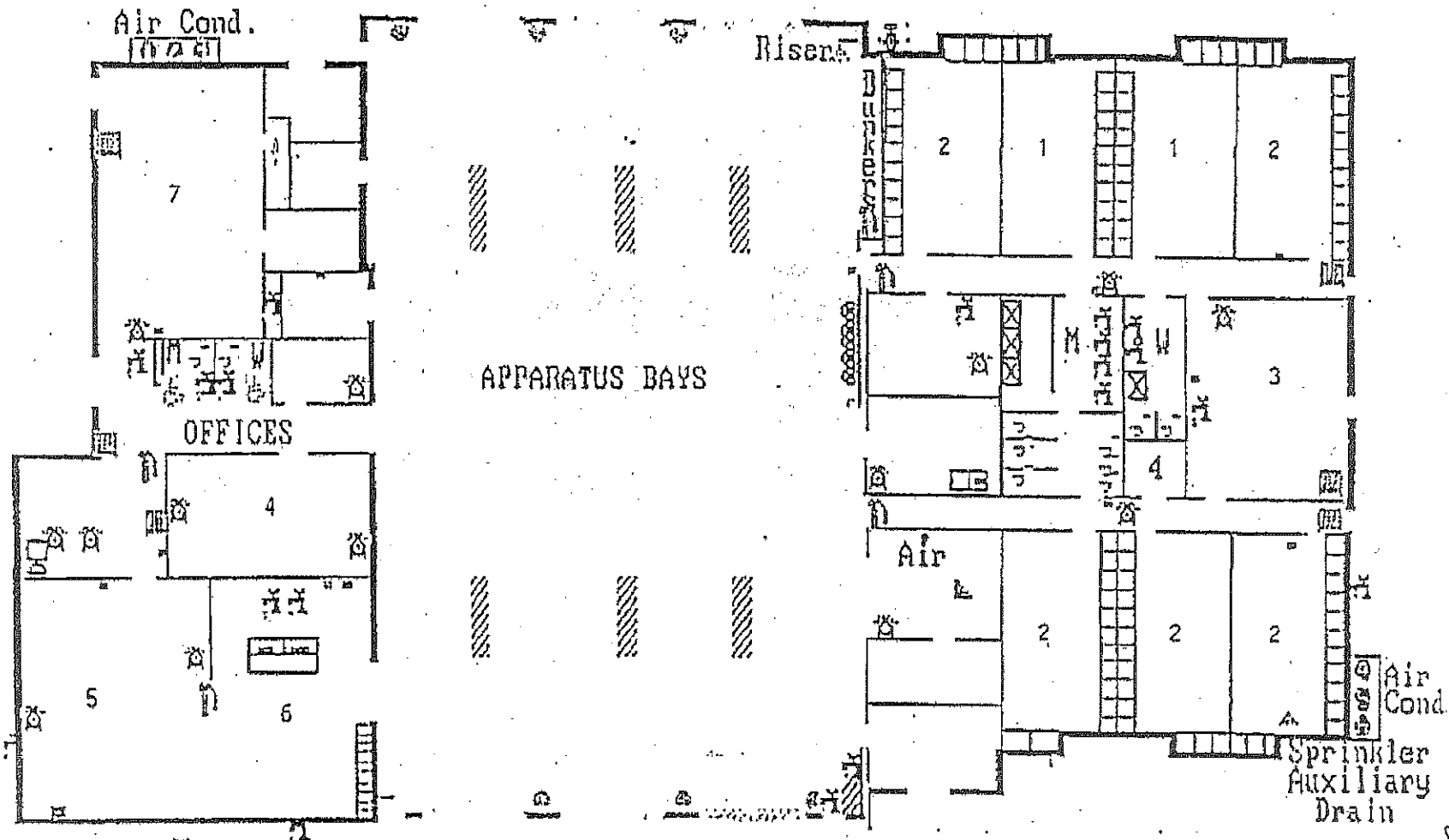
Tract 5, O'Brien Station Garden Tracts, according to the plat thereof recorded in Volume 12 of Plats, page 54, in King County, Washington;

Except that portion lying southerly of the northerly boundary of Drainage District No. 1;

And Except the West 10 feet conveyed to the City of Kent for 72nd Avenue South by deed recorded under Recording No. 8594170189;

Together with all of South 206th Street adjoining on the North as vacated by City of Kent Ordinance No. 2733, recorded under Recording No. 8712160643 and as conveyed to the City of Kent under Recording No. 8748200966.

EXHIBIT A-1



- 1 MEDIC DORM
- 2 FIREFIGHTER DORM
- 3 EXERCISE ROOM (SHARED)
- 4 OFFICE (SHARED)
- 5 DAY ROOM (SHARED)
- 6 KITCHEN/DINING ROOM (SHARED)
- 7 MEETING ROOM (PUBLIC)

Lease # 1453
 Station # 75

EXHIBIT B
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 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 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 Kent 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.