



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 3, 2013

Ordinance 17649

Proposed No. 2013-0319.2

Sponsors Lambert

1 AN ORDINANCE approving seven emergency medical
2 services interagency lease renewal agreements to provide
3 continuing service to council districts five, seven and nine.

4 BE IT ORDAINED BY THE COUNCIL OF KINGCOUNTY:

5 **SECTION 1. Findings:**

6 A. The King County emergency medical services system, publicly known as
7 Medic One, is an integrated publicly funded partnership that provides essential
8 emergency services within King County.

9 B. In July 2007, King County enacted Ordinance 15861 authorizing a special
10 election regarding continued funding for Medic One emergency medical services. The
11 voters of King County approved this levy which authorizes King County to collect
12 revenues described in the levy for six consecutive years beginning January 1, 2008, and
13 ending December 31, 2013.

14 C. Expenditures authorized by the levy are described in RCW 84.52.069
15 including the provision of facilities.

16 D. The King County Emergency Medical Services Master Plan and its associated
17 location analyses have demonstrated that locating Medic One facilities at fire department
18 facilities provides improved paramedic response to cities.

19 E. The King County executive has negotiated seven interagency lease renewal
20 agreements to locate Medic One facilities at fire district facilities within Auburn, Des
21 Moines, Enumclaw, Federal Way and Kent and at fire department buildings within the
22 cities of Renton and SeaTac. These agreements allow King County to continue its long
23 standing practice of co-locating Medic One facilities within city facilities. The lease
24 agreements are summarized as follows:

- 25 1. Lease 1182 800 square feet at 3700 South 320th Street, Federal Way
- 26 1,100 square feet at 2238 South 223rd Street, Des Moines
- 27 784square feet at 27010 15th Avenue South, Des Moines;
- 28 2. Lease 1288 1,096 square feet at 1101 "D" Street Northeast, Auburn;
- 29 3. Lease 1453 1,367 square feet at 15635 Southeast 272nd Street, Kent;
- 30 4. Lease 1584 1,280 square feet at 20676 72nd Avenue South, Kent;
- 31 5. Lease 1791 1,000 square feet at 39404 244th Avenue Southeast,
- 32 Enumclaw;
- 33 6. Lease 1887 1,780 square feet at 211 Mill Avenue South, Renton; and
- 34 7. Lease 1963 1,800 square feet at 3215 South152nd Street, SeaTac.

35 F. Renewal of these agreements is subject to continued funding of the Emergency
36 Medical Services operating levy by the electorate of King County in the November 2013
37 general election and as scheduled thereafter.

38 G. The King County executive is authorized to lease real property for use by the
39 county as provided by K.C.C. 4.56.186, and consistent with the provisions of K.C.C.
40 4.04.040 requiring council approval by ordinance of any lease with a term exceeding two

41 years subject to termination for convenience if requiring the payment of funds from the
42 appropriation of subsequent years.

43 SECTION 2. The King County council, having determined that the proposed
44 seven interagency lease agreements are in the best interest of the public, hereby
45 authorizes the executive to execute the agreements in substantially similar form as
46 provided in Attachments A through G to this ordinance and to take all actions necessary
47 to implement these agreements. All actions up to now taken by county officials, agent
48 and employees consistent with the terms and purposes of the leases are hereby ratified,
49 confirmed and approved.

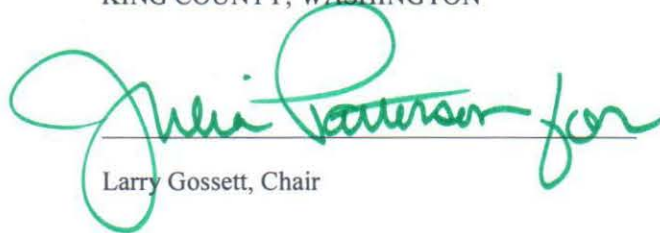
50 SECTION 3. If any provision of this ordinance is declared by any court of
51 competent jurisdiction to be contrary to law, then such provision is null and void and

52 shall be deemed separable from the remaining provisions of this ordinance and in no way
53 affect the validity of the other provisions of this ordinance or of any of the seven leases.
54


Ordinance 17649 was introduced on and passed by the Metropolitan King County Council on 9/3/2013, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Ms. Hague, Ms. Patterson, Ms. Lambert, Mr. Dunn, Mr. McDermott and Mr. Dembowski
No: 0
Excused: 1 - Mr. Gossett


KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 13th day of September, 2013.


Dow Constantine, County Executive

RECEIVED
2013 SEP 13 PM 3:04
KING COUNTY COUNCIL CLERK

Attachments: A. Lease 1182, B. Lease 1288, C. Lease 1453, D Lease 1584 Revised dated August 20 2013, E Lease 1791 Revised dated August 20 2013, F. Lease 1887, G. Lease 1963

ATTACHMENT A to ORDINANCE

INTERAGENCY LEASE AGREEMENT (LEASE #1182)

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

Lease #1182

INTER-AGENCY LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this 1st 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 320th Street, Federal Way, Washington, and 2238 South 223rd 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 15th 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 223rd 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 320th Station 64, Medic-8; and \$1275.00 per month for Lease B located at 2238 South 223rd 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 223rd and at the 3700 South 320th 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 30th 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

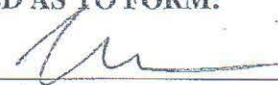
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

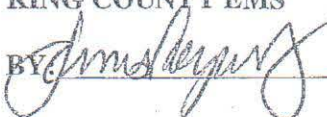
LESSOR:
SOUTH KING FIRE and RESCUE

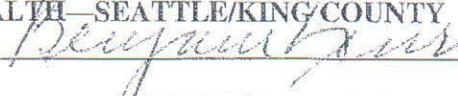
LESSEE:
KING COUNTY

BY: 
NAME: Allen D. Church
TITLE: FIRE CHIEF
DATE: 3-15-12

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 Lister
Chief Administrative Officer 3-7-2012

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

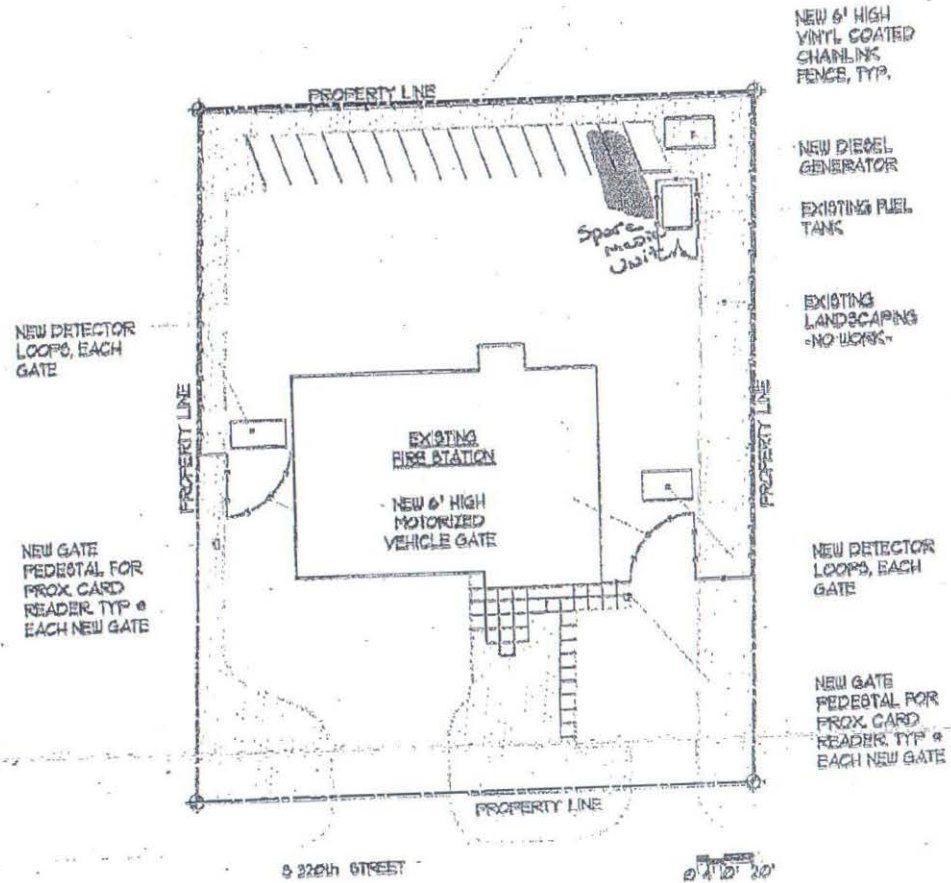
EXHIBIT "A"
LEGAL DESCRIPTION

Lease # 1182 A Station 64--

MIDWAY SUBURBAN TRS S 250 FT OF TR 7



Sta. 64
Pg. #1

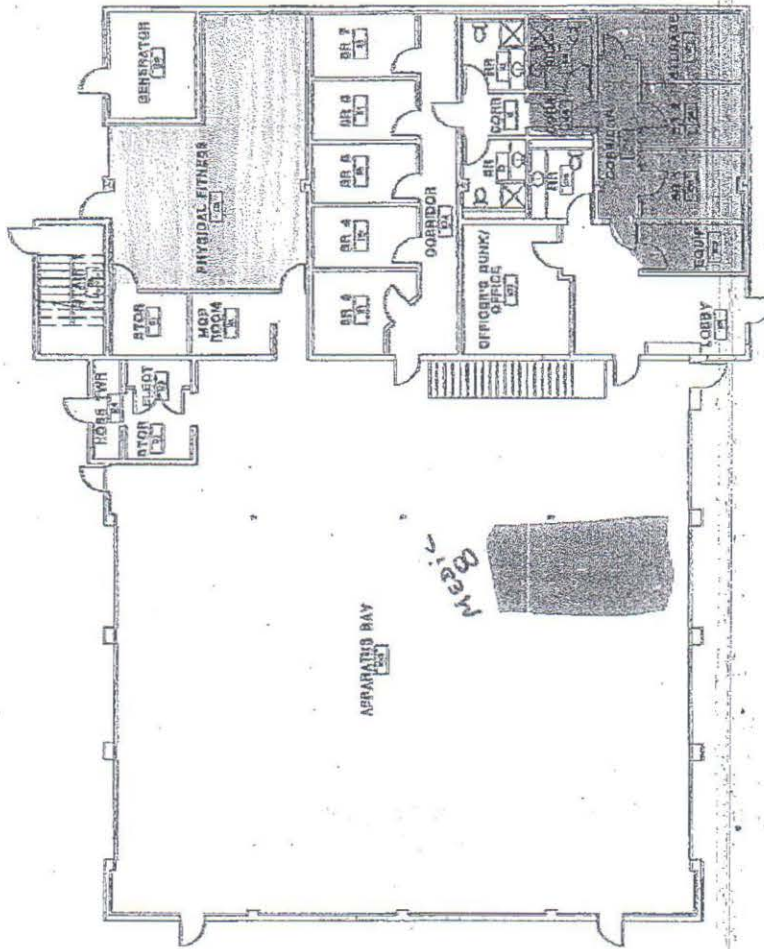


17649

A.1

Station 64 - Site Plan

STA. 64
Pg 2
1st Floor



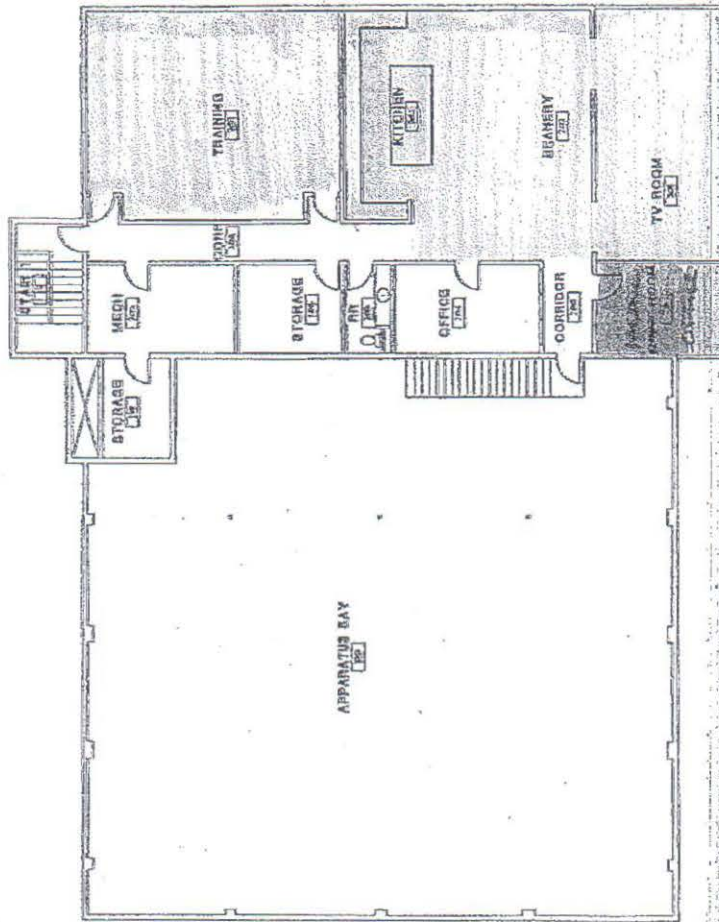
Shared
Primary Medic Space

A11

Station 64 First Floor



Sta. 64
Pa B
2nd Floor



10' 2" 5' 10"

Shared

Primary - Medic Space

Air

Station 64 - 2nd Floor

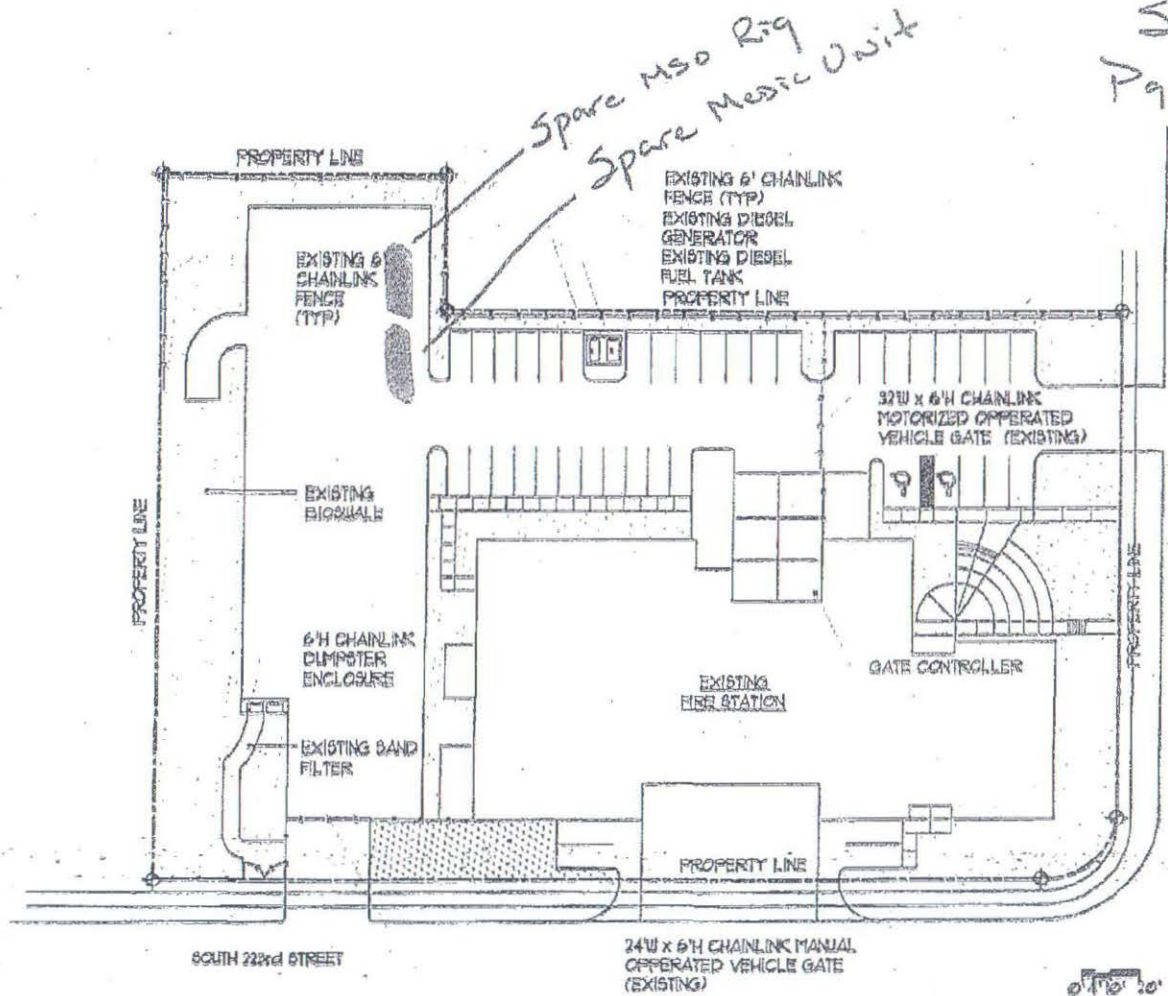
EXHIBIT "B"
LEGAL DESCRIPTION

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

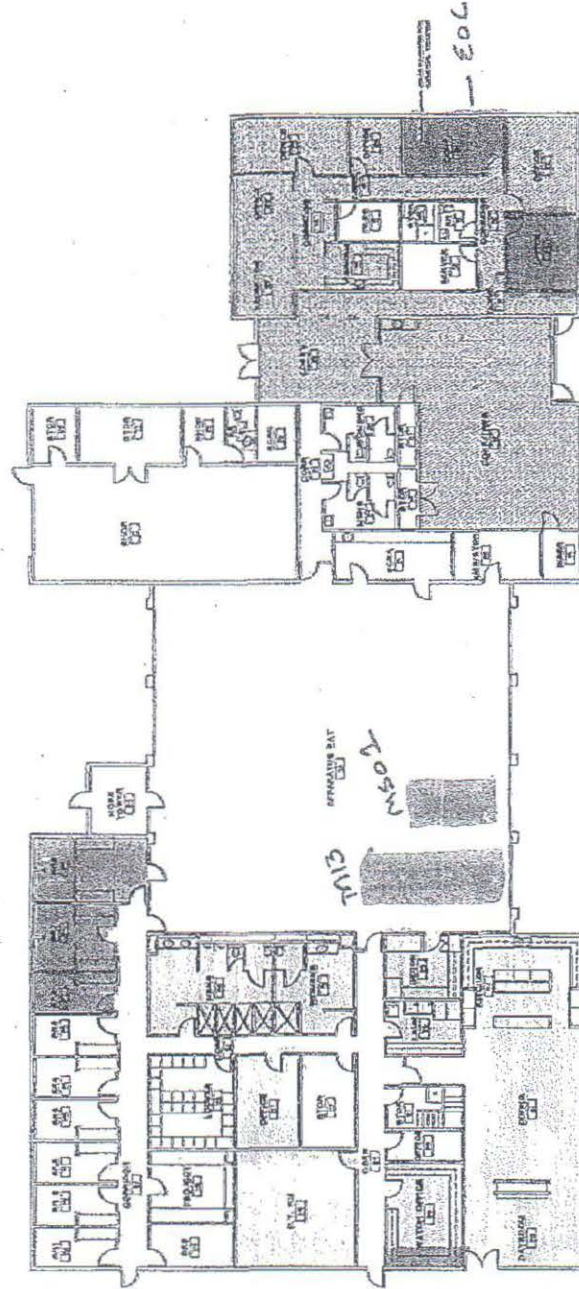


Sta. 26
Pg # 1



17649

Sta. 26
Pg. #2



MSO Office

MSO

EDC

Shared Usage w/FD

Medics - Primary Use

B-1

EXHIBIT B.2, SCOPE OF WORK

Material Expenses			Labor Hours Log			
Date	Vendor	Material	\$	Date	Hrs	Work Done
		Building Material Costs (wire, sheetrock, insulation, etc)	\$735.76	9/10/2010	2	Paperwork & Permit Applications to City of DM
		Nederman System	\$5,763.02	9/16/2010	1.5	Picked up permits from City of DM
		Electrician	\$377.78	9/28/2010	6	Wall Construction
		Locker Cabinets	\$1,859.31	9/29/2010	9	Rough in Electrical
		Keys	\$25.84	10/1/2010	8	Truck bay electrical
		Bunker Gear Lockers	\$1,184.00	10/4/2010	9	Insulation/Sheetrock
		Permits	\$220.13	10/5/2010	3.5	Mud & tape sheetrock
				10/6/2010	4	Electrical wire pull & hookup
			\$14,165.84	10/14/2010	2	Cabinet pre-construction
				10/15/2010	2	Nederman exhaust pre-build
				10/19/2010	9	Paint
				10/20/2010	3	Paint
				11/8/2010	3	Complete truck bay electrical
				11/17/2010	3	Door Locks
					65	@ \$50/hr=\$3250
		Facilities Material & Labor	\$17,415.84			
		Total IT Materials & Labor	\$5,889.51			
		Total Invoice for Tenant Improvements	\$23,305.35			

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.PD. #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.

ATTACHMENT B to ORDINANCE
INTERAGENCY LEASE AGREEMENT (LEASE #1288)
1101 D STREET NE, AUBURN

Lease #1288

INTER-AGENCY LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this 18th day of April, 2012 between Valley Regional Fire Authority, as LESSOR, hereinafter referred to as the "AUTHORITY", and KING COUNTY, a political subdivision of the State of Washington, as LESSEE, hereinafter referred to as "COUNTY".

WHEREAS, the AUTHORITY and the COUNTY both desire to enter into a Lease Agreement to provide leased space on Lessor's property located at 1101 D Street N.E., Auburn, Washington (**Medic 6**); which will hereinafter be referred to as the "FACILITY," for the stationing of a paramedic unit operated by the King County Emergency Medical Services Division.

WHEREAS, the King County Emergency Medical Services Master Plan and its associated location analyses have demonstrated that the fire station at the above address provides an improved paramedic response in the Auburn 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 request 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, the Authority desires to utilize King County's Emergency Medical Services Programs.

NOW THEREFORE, the parties agree as follows:

I. DESCRIPTION OF LEASED PREMISES AND PROPERTY

Leased Space – 1101 D Street Northeast, Auburn, Washington, legally described on Exhibit "A"

Ground area for a **14' by 44' modular unit** used for office and sleeping quarters. One parking space for a spare EMS vehicle will be provided as well. See site plan for location of the modular unit—**Exhibit A.1.**

Garage space of approximately **480** square feet providing for paramedic vehicles including floor drains and automatic garage door openers, and storage cabinets on the south wall area.

Exercise room and equipment shared with AUTHORITY personnel;

II GENERAL SERVICES OR CONDITIONS PROVIDED BY THE AUTHORITY

A. Basic Services:

1. Electricity, natural gas service will be provided for the modular unit, and electricity, natural gas and heat for the garage space will be provided by the AUTHORITY 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 any area in the building.
3. Waste Removal - The AUTHORITY 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 AUTHORITY will provide private vehicle parking for up to four on-duty paramedic personnel on AUTHORITY property.
5. Storage Space - The AUTHORITY 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. Security - The 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 - The 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 AUTHORITY personnel.
3. 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 C** of this agreement, attached hereto and made a part of hereof.

IV. RENT

- A. Commencing November 1, 2011, the COUNTY agrees to pay the AUTHORITY as rent and payment for the services provided herein, \$200.00 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 but shall not exceed an annual increase of 2.5%.

V. TERM

- A. The Term of this agreement shall commence on November 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 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 the COUNTY should:
 - a) The AUTHORITY fail to comply with the terms and conditions expressed herein.
 - b) The AUTHORITY fail to provide work or services expressed herein.
 2. This agreement is subject to termination upon ninety (90) days written notice by the AUTHORITY should:
 - a) The COUNTY fail to comply with the terms and conditions expressed herein.
 - b) If, in the judgment of the Fire Chief/Administrator of the

AUTHORITY or his/her designee, the relationship is no longer compatible with the organizational philosophy or values of the AUTHORITY.

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 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 the AUTHORITY, 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 the COUNTY, its agents, officers, or employees only arising out of or relating to the performance of this agreement, to the extent of its sole negligence.
- B. The AUTHORITY 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 the 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 the AUTHORITY, its agents, officers, or employees only arising out of or relating to the performance of this agreement, to the extent of its sole negligence.

VIII. INSURANCE

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

IX. NOTICES

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

To the Valley Regional Fire Authority:
 1101 D Street N.E.
 Auburn, Washington 98002
 Phone: (253) 288-5800

- B. **To King County:**
 King County Real Estate Services Section
 Room 500, King County Administration Building
 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 AUBURN AND VALLEY REGIONAL FIRE AUTHORITY~~

VALLEY REGIONAL FIRE AUTHORITY

BY: [Signature]

NAME: Eric E. Robertson

TITLE: Administrator

DATE: April 18, 2012

~~James Fogarty
Division Director
Emergency Medical Services~~

LESSEE:
KING COUNTY

BY: [Signature]

NAME: Stephen L. Salyer

TITLE: Manager, Real Estate Services

DATE: 3/14/12

APPROVED AS TO FORM:

BY: [Signature]

NAME: Timothy Barnes

TITLE: Senior Deputy Prosecuting Attorney

DATE: 2/6/12

APPROVED BY CUSTODIAL AGENCY:

Health-Seattle/King County

BY: [Signature]

NAME: Benjamin Laffer
Chief Administrative Officer

TITLE:

DATE: 3-7-2012

KING COUNTY EMS

BY: [Signature]

NAME:

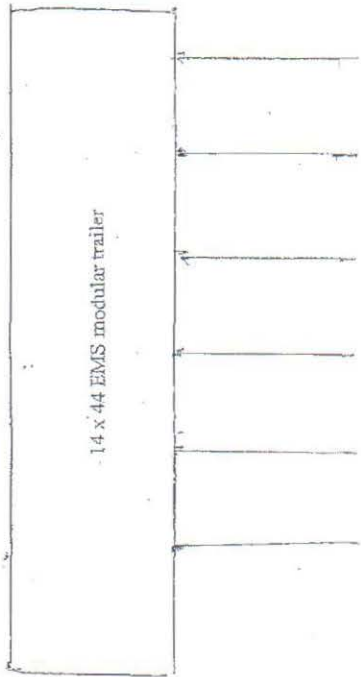
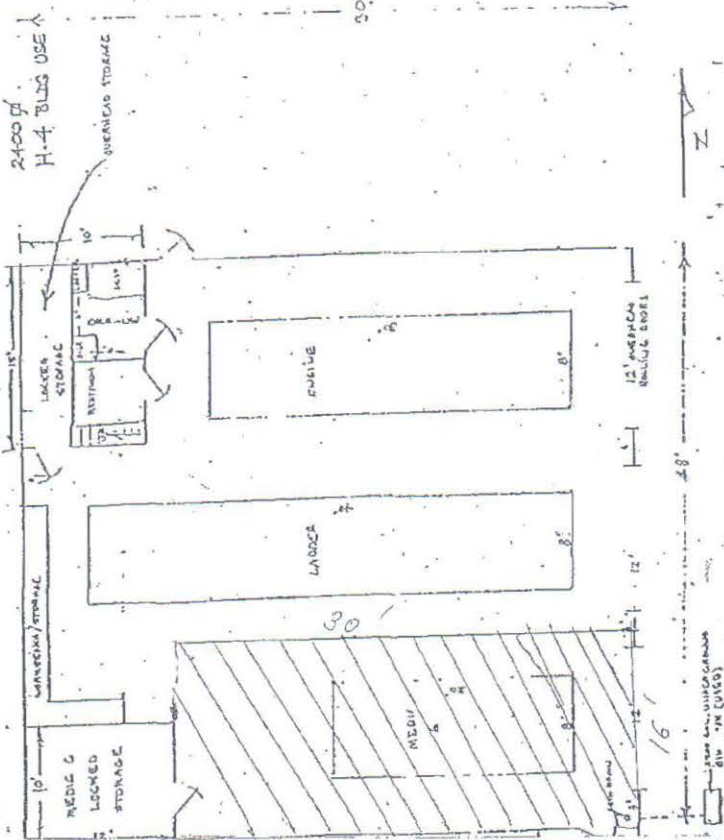
TITLE:

DATE: 3-7-2012

James Fogarty
Division Director
Emergency Medical Services

EXHIBIT A
LEGAL DESCRIPTION

SW ¼, Section 7, Township 7, Range 5
Lot 1, City of Auburn



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 Schneider

BY: Stephen L. Salyer

NAME: Jim Schneider

NAME: Stephen L. Salyer

TITLE: RAE Chief

TITLE: Manager, Real Estate Services

DATE: 03-25-12

DATE: 3/14/12

APPROVED AS TO FORM:

BY: Timothy Barnes

NAME: Timothy Barnes

TITLE: Senior Deputy Prosecuting Attorney

EXH. 'b.t.' 'A''

Station 76

Legal Description:

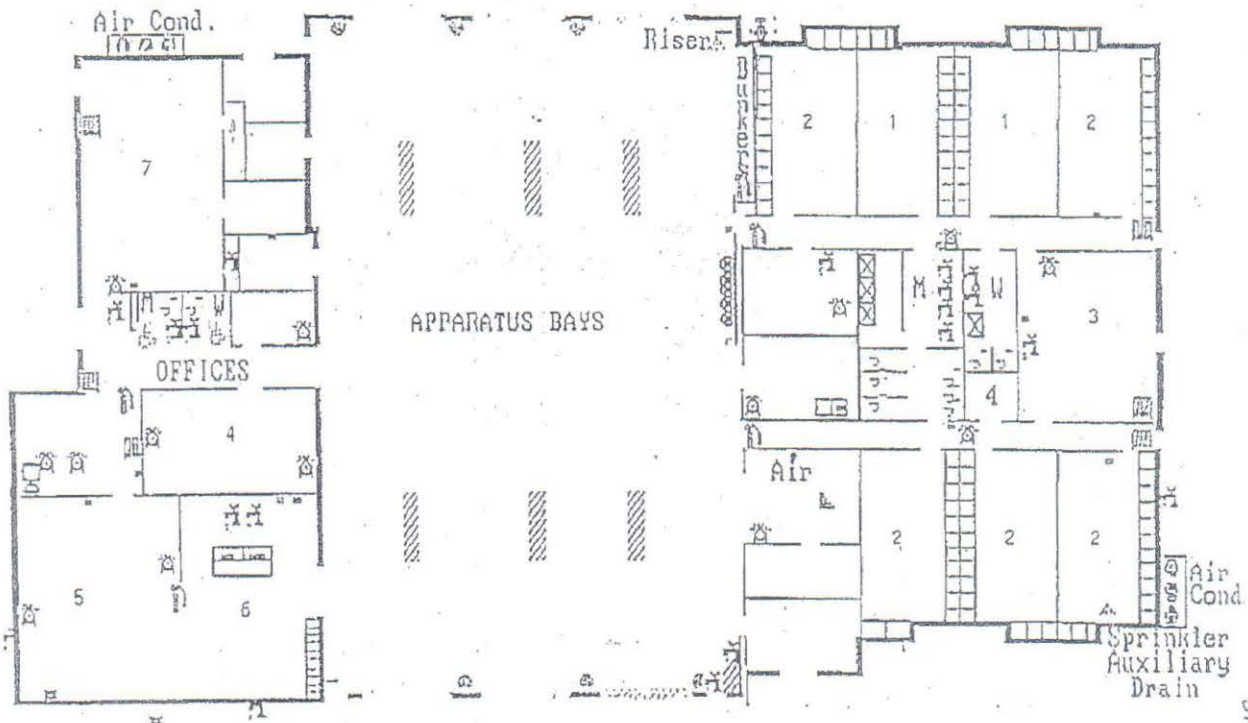
Tract 5, O'Brien Station Garden Tracts, according to the plat thereof recorded in Volume 12 of Plats, page 54, in King County, Washington;

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. 8604170189;

Together with all of South 205th Street adjoining on the North as vacated by City of Kent Ordinance No. 2753, recorded under Recording No. 8712100643 and as conveyed to the City of Kent under Recording No. 8708200956.

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)

Layer # 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.

Revised, dated August 20, 2013

ATTACHMENT D to ORDINANCE
INTERAGENCY LEASE AGREEMENT (LEASE #1584)
20676 72ND AVENUE SOUTH, KENT

Revised, dated August 20, 2013

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

Revised, dated August 20, 2013

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:

Revised, dated August 20, 2013

- (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

Revised, dated August 20, 2013

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,

Revised, dated August 20, 2013

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. Salyer

NAME: Stephen L. Salyer

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: 2/6/12

APPROVED BY CUSTODIAL AGENCY:

Health/Seattle/King County
BY: 

NAME: Benjamin Lofler
Chief Administrative Officer

TITLE: _____

DATE: 3-7-2012

KING COUNTY EMS:

BY: _____
NAME: 

TITLE: _____

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

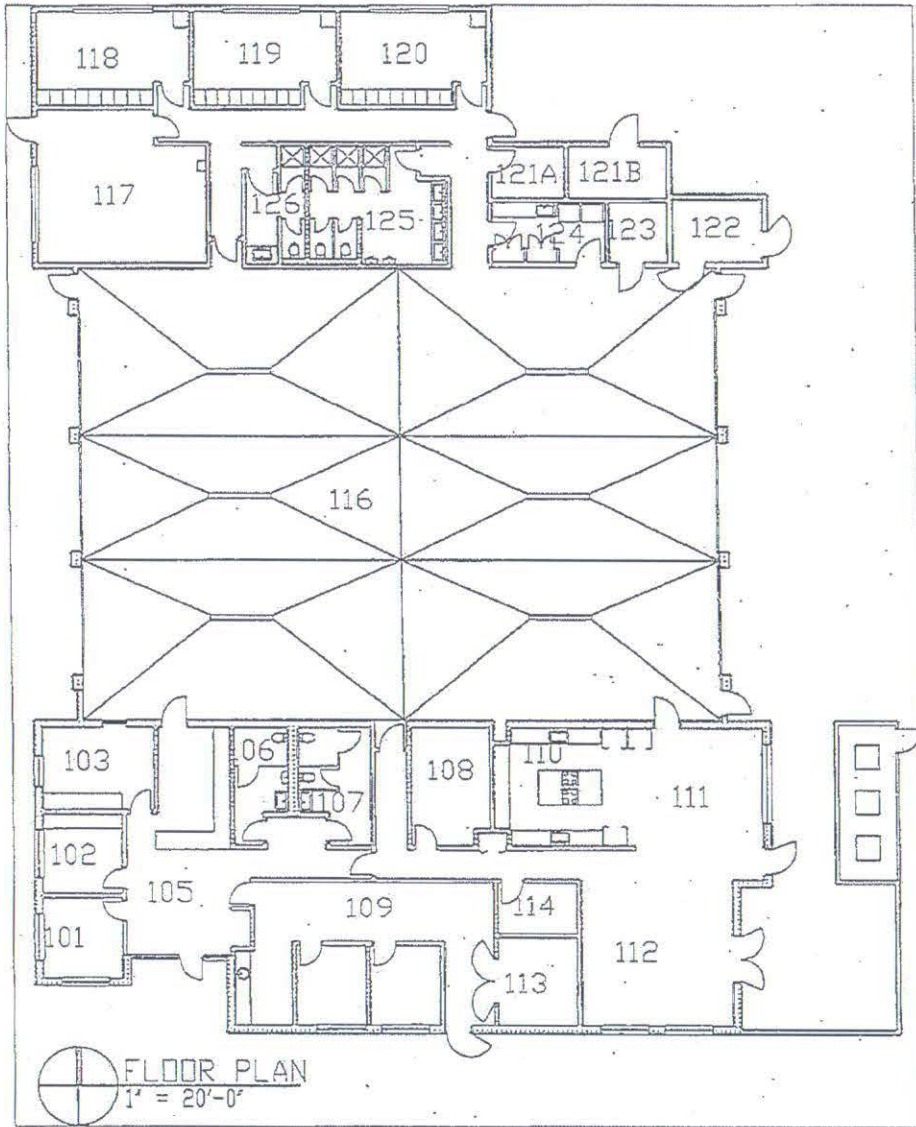
Revised, dated August 20, 2013

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

CX-007 No 1



Fire Station 76 First Floor

- 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

17649

Revised, dated August 20, 2013

Revised, dated August 20, 2013

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.

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

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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.

VII. 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: *Gregory Smith*
NAME: Gregory Smith
TITLE: Fire Chief
DATE: 3/29/12

BY: *Stephen L. Salyer*
NAME: Stephen L. Salyer
TITLE: Manager, Real Estate Services
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 Lessor
Chief Administrative Officer

TITLE: _____

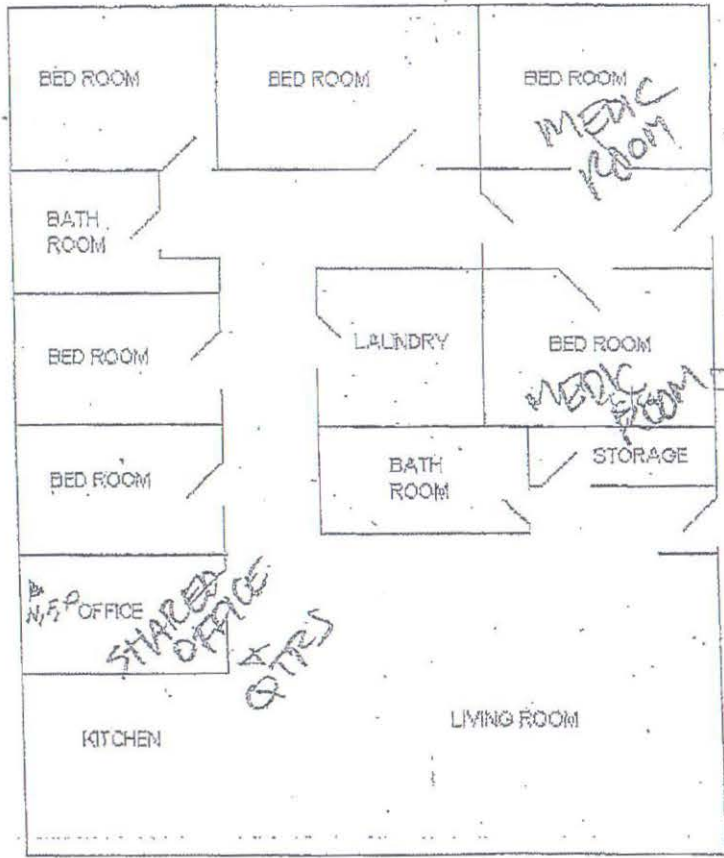
DATE: 3-8-2012

James Fogarty
Division Director
Emergency Medical Services

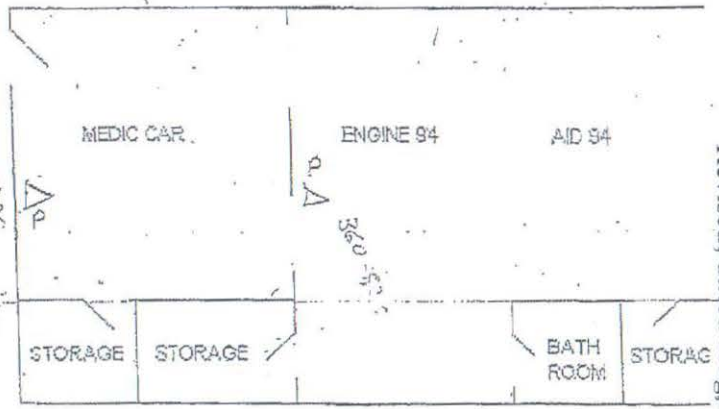
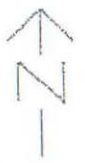
Revised, dated August 20, 2013

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



STATION 94
 38404 244TH AVE SE
 ENUMCLAW, WA.
 98022



A-1

Revised, dated August 20, 2013.

ATTACHMENT F to ORDINANCE
INTERAGENCY LEASE AGREEMENT (LEASE #1887)
211 MILL AVENUE SOUTH, RENTON

Lease #1887

INTER-AGENCY LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this 20th day of March, ~~2011~~ ²⁰¹² between The City of Renton, as LESSOR, hereinafter referred to as the "CITY", and KING COUNTY, a political subdivision of the State of Washington, as LESSEE, hereinafter referred to as "COUNTY".

WHEREAS, the CITY and the COUNTY both desire to enter into a certain Lease Agreement for the use of appropriate square footage of space at the fire station located at **211 Mill Avenue South, Renton, Washington 98057**; which will hereinafter be referred to as the "FACILITY," for the stationing of paramedic units operated by the King County Emergency Medical Services Division.

WHEREAS, the King County Emergency Medical Services Master Plan and its associated location analyses have demonstrated that the fire station at the above address provides an improved paramedic response into the greater Renton, Tukwila and Skyway areas.

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 request 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, the CITY desires to utilize King County's Emergency Medical Services Programs.

NOW THEREFORE, the parties agree as follows:

I. DESCRIPTION OF LEASED PREMISES AND PROPERTY

- A. (1) **Leased Space** – **211 Mill Avenue South, Renton, Washington 98057** as legally described on attached **Exhibit A**, shown on **Exhibit A.1** and further described below. (1780 total square feet—See Exhibit "A.1" attached hereto and made a part hereof. Comprises:
- (a) Sleeping quarters consisting of two (2) sleeping rooms with two beds. The sleeping quarters include eight (8) built in lockers with twenty-four (24) drawers available for use by the COUNTY
 - (b) Garage space inside the apparatus bay for one (1) primary paramedic vehicle and one (1) spare medic vehicle.

- (c) One secure EMS storage room and one open storage area.
 - (d) One office.
 - (e) One toilet room with shower.
- (2) **Shared Space** - Shared by the CITY and the COUNTY as further described below.
- (a) Additional bathroom/shower facilities for both sexes shared with Renton Fire Department personnel;
 - (b) Kitchen facilities, dining and day rooms shared with Renton Fire Department personnel;
 - (c) Exercise room and equipment shared with Renton Fire Department personnel;
 - (d) Outdoor deck and gas barbeque.
- (3) **Improvements** - The CITY has completed the improvements for the site, per the attached "Scope of Work" document, **Exhibit "C"**.

II GENERAL SERVICES OR CONDITIONS PROVIDED BY THE FIRE DISTRICT

A. Basic Services:

1. **Heating and Lighting** - Heating, lighting and cooling will be provided by the CITY 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 CITY 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 CITY will provide storage space for limited storage of "non-controlled" operational supplies.

5. 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 - The 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 - The 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 Renton Fire Department personnel.
- (3) 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, 2008, (the "commencement date") the COUNTY agrees to pay the CITY as rent and payment for the services provided herein, \$1200.00 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. This increase will be capped at 2.5%.

V. TERM

- A. The Term of this agreement shall commence on January 1, 2008 and expires six years thereafter(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 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 the COUNTY should:
 - a) The City fail to comply with the terms and conditions expressed herein.
 - b) The City fail to provide work or services expressed herein.
2. This agreement is subject to termination upon ninety (90) days written notice by the City should:
 - a) The COUNTY fail to comply with the terms and conditions expressed herein.
 - b) If, in the judgment of the Fire Chief of the Fire Department or his/her designee, the relationship is no longer compatible with the organizational philosophy or values of the Fire Department.

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 to assume responsibility for all liabilities that occur or arise in any way out of occupancy of the rented space at the FACILITY, and to save and hold harmless the City, 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 the COUNTY, its agents, officers, or employees only arising out of or relating to the

performance of this agreement to the extent of its sole negligence.

- B. The CITY 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 the 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 the City, its agents, officers, or employees only arising out of or relating to the performance of this agreement to the extent of its sole negligence.

VIII. INSURANCE

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

IX. NOTICES

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

To the City of Renton:
 City of Renton
 1055 S. Grady Way Renton, Wa. 98057

- B. **To King County:**
 King County Real Estate Services Section
 Room 500, King County Administration Building
 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 Renton

LESSEE:
KING COUNTY

BY: Denis Law

BY: Stephen L. Salyer

NAME: Denis Law, Mayor

NAME: Stephen L. Salyer

ATTEST: Bonnie I. Walton
Bonnie I. Walton, City Clerk

TITLE: Manager, Real Estate Services

DATE: March 20, 2012

DATE: 3/14/12



APPROVED AS TO FORM:

BY: [Signature]

NAME: Timothy Barnes

TITLE: Senior Deputy Prosecuting Attorney

DATE: 2/6/12

PUBLIC HEALTH, SEATTLE-KING COUNTY

BY: [Signature]

NAME: _____

TITLE: Benjamin Leifer
Chief Administrative Officer

DATE: 3/7/12

CITY OF RENTON, WASHINGTON
APPROVED AS TO FORM:

By: [Signature]

City of Renton Attorney

Date: 3/20/2012

KING COUNTY EMS

BY: [Signature]

DATE: James Fogarty
Division Director
Emergency Medical Services 3/7/12

EXHIBIT A

Town of Renton
Block 10, Lot 15 through 19, less alley

EXHIBIT A

WAGNER ARCHITECTS PLANNERS
 1010 PIKE PLACE
 SEATTLE WA 98101
 206.445.1223
 206.445.2124
 wagnerarchitects.com



King County Medic One Relocate To Fire Station 11

211 Mill Ave S.
 Renton, WA
 98056

Scale: 1/8" = 1'-0"

DATE: 7 JAN 2011

FIRE STATION 11 USE DIAGRAM

Sheet: A

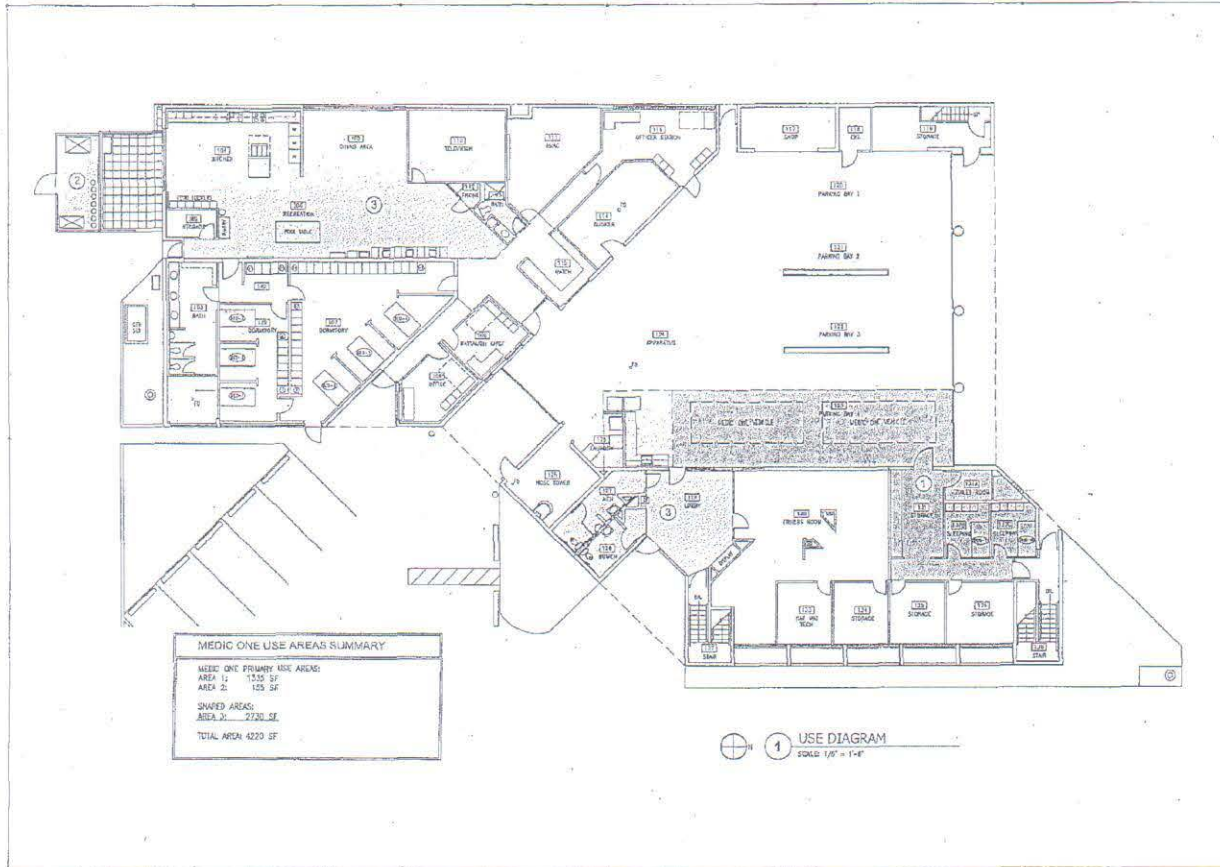


EXHIBIT B
SPECIAL CONDITIONS
INTERAGENCY COOPERATION

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 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 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 the City of Renton Fire Department Policies and Procedures as discussed and agreed to by the Fire Chief/Administrator and Manager of the King County Emergency Medical Services Division.

RENTON FIRE STATION 11		EXHIBIT "C"				November 3, 2009
SCOPE OF WORK, LEASE #1887						
1	CONSTRUCTION COSTS					
			total cost	base cost	sales tax	
A	Change Order 14	Added Medic One to Landon Scope	\$ 121,760.99	\$ 111,197.25	\$ 10,563.74	
B	Change Order 16	Changes to Lighting Alarmer Controls	\$ 27,612.48	\$ 25,216.88	\$ 2,395.60	
C	Change Order 28	Trenching to SS at New Toilet	\$ 3,405.12	\$ 3,109.70	\$ 295.42	
D	Change Order 30	Medic One Locker \$5321.46 divided between Co and City	\$ 4,643.93	\$ 4,241.03	\$ 402.90	
E	Change Order 32	Floor Prep at New Toilet	\$ 1,987.53	\$ 1,815.10	\$ 172.43	
			\$159,410.05	\$145,579.95	\$13,830.10	
2	DESIGN AND ADMINISTRATION					
A	Electrical Engineering	Atkinson	\$ 4,177.50			
B	Mechanical Engineering	CeGG	\$ 1,575.00			
C	Architectural Work	Wagner	\$ 21,236.88			
D	Project Management	Maus	\$ 3,804.00			
			\$ 30,793.38			
3	TOTAL MEDIC ONE COSTS		\$ 190,203.43			

ATTACHMENT G to ORDINANCE

**INTERAGENCY LEASE AGREEMENT (LEASE #1963)
3215 SOUTH 152ND STREET, SEATAC**

INTER-AGENCY LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this 15th 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 152nd 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 152nd 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.

Lease # 1963

- (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 use) - 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

Lease # 1963

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

Lease # 1963

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

Lease # 1963

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. 188th 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 Cutts

BY: Stephen L. Salyer

NAME: Todd Cutts

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: *Mary Mirante Bartolo*

NAME: Mary Mirante Bartolo

TITLE: Asst City Attorney

DATE: 1/30/2013

APPROVED AS TO FORM:

BY: *Timothy Barnes*

NAME: Timothy Barnes

TITLE: Senior Deputy Prosecuting Attorney

DATE: 2/5/13

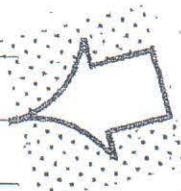
APPROVED BY CUSTODIAL AGENCY:

BY: *James Fogarty*

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

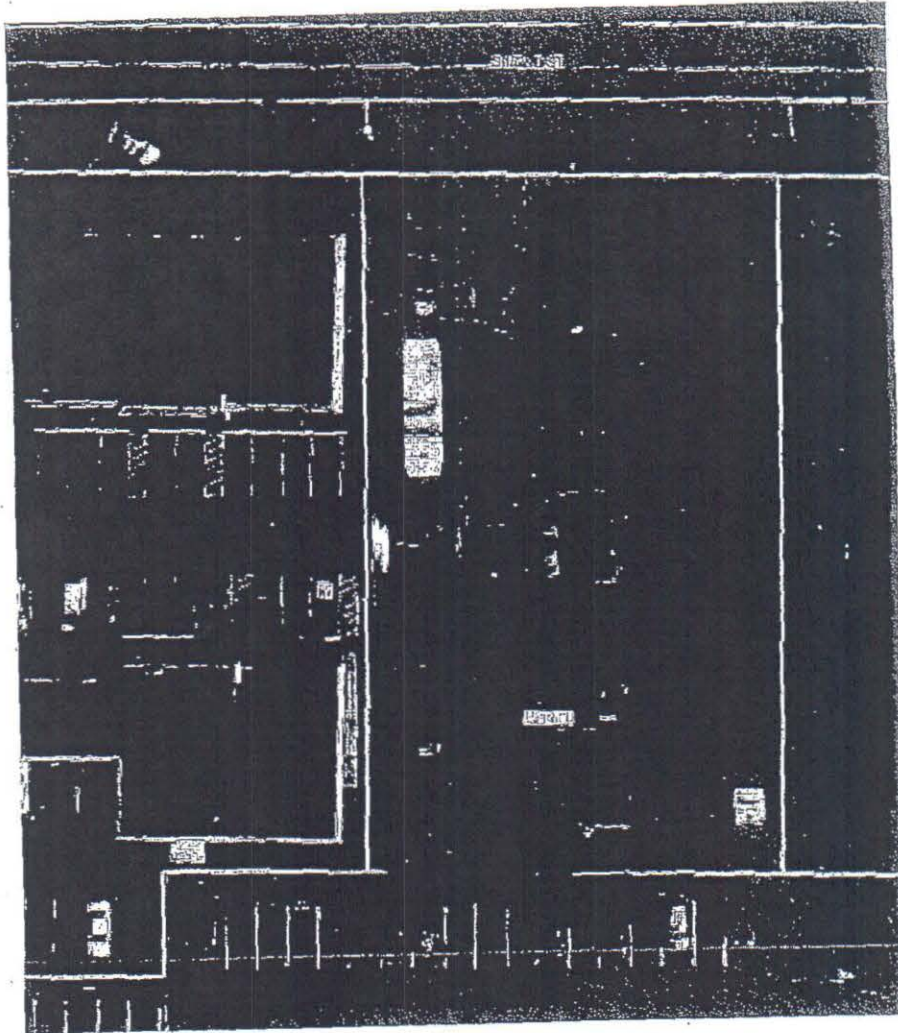


EXHIBIT C
SPECIAL CONDITIONS
INTERAGENCY COOPERATION

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.