

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

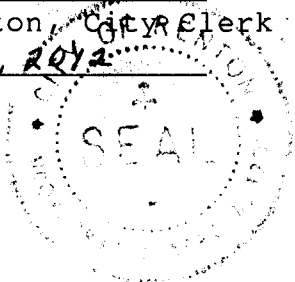
NAME: Stephen L. Salyer

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:

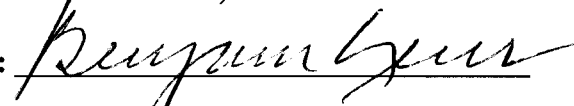
BY: 

NAME: Timothy Barnes

TITLE: Senior Deputy Prosecuting Attorney

DATE: 2/6/12

PUBLIC HEALTH, SEATTLE-KING COUNTY


BY: 

NAME: Benjamin Leifer
Chief Administrative Officer

TITLE: _____

DATE: 3-7-2012

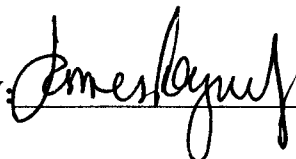
**CITY OF RENTON, WASHINGTON
APPROVED AS TO FORM:**

By: 

City of Renton Attorney

Date 3/20/2012

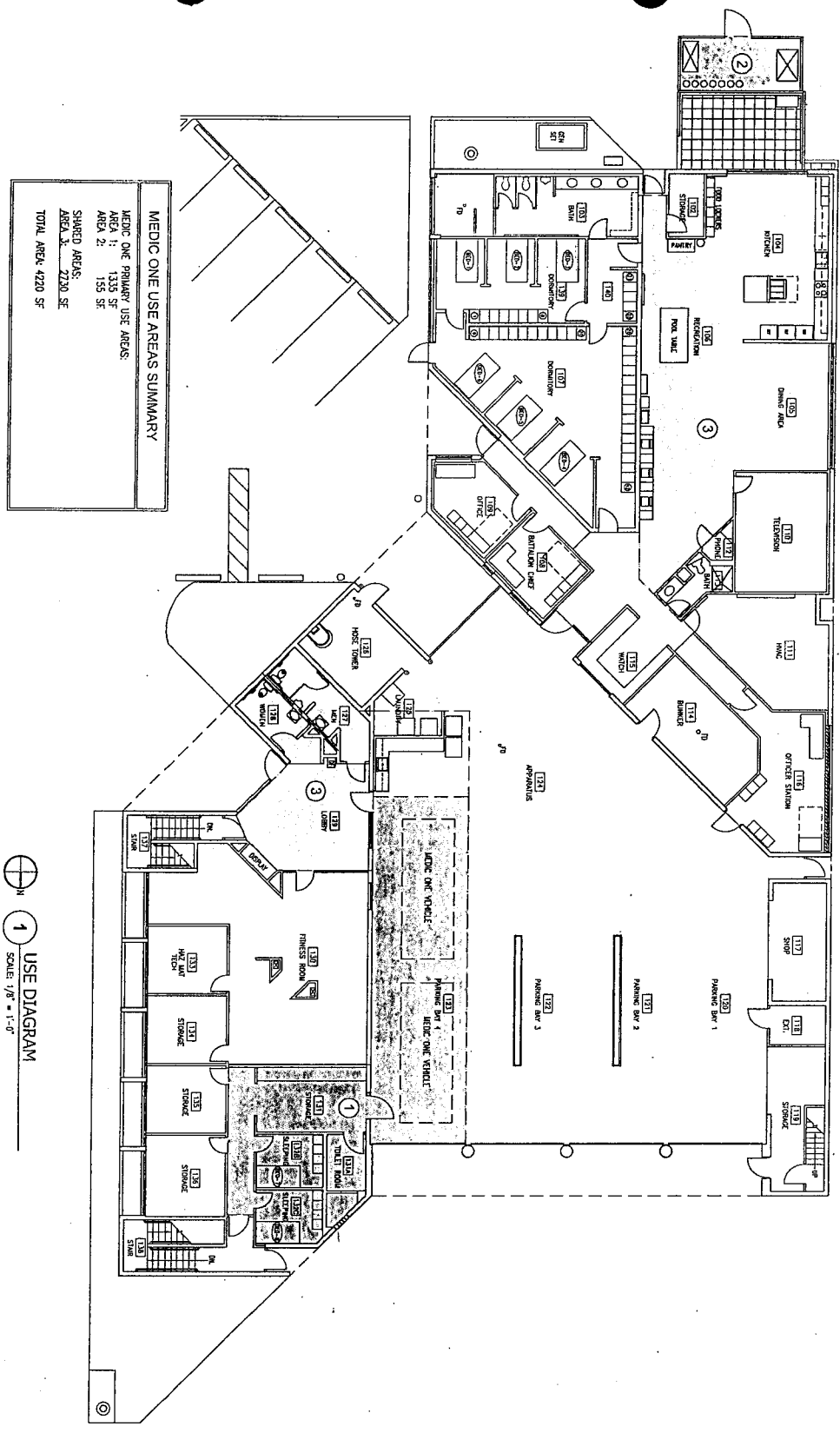
KING COUNTY EMS

BY: 

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

EXHIBIT A

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



MEDIC ONE USE AREAS SUMMARY	
MEDIC ONE PRIMARY USE AREAS:	
AREA 1:	1335 SF
AREA 2:	155 SF
SHARED AREAS:	
AREA 3:	2230 SF
TOTAL AREA:	4220 SF

1 USE DIAGRAM
SCALE: 1/8" = 1'-0"

EXHIBIT B
SPECIAL CONDITIONS
INTERAGENCY COOPERATION

1. COUNTY agrees to designate one (1) paramedic on each duty shift at the FACILITY who will coordinate the station activities and issues with the Station 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	\$ 121,760.99	\$ 111,197.25	\$ 10,563.74	
B	Change Order 16	\$ 27,612.48	\$ 25,216.88	\$ 2,395.60	
C	Change Order 28	\$ 3,405.12	\$ 3,109.70	\$ 295.42	
D	Change Order 30	\$ 4,643.93	\$ 4,241.03	\$ 402.90	
E	Change Order 32	\$ 1,987.53	\$ 1,815.10	\$ 172.43	
		\$ 159,410.05	\$ 145,579.95	\$ 13,830.10	
2 DESIGN AND ADMINISTRATION					
A	Electrical Engineering	\$ 4,177.50			
B	Mechanical Engineering	\$ 1,575.00			
C	Architectural Work	\$ 21,236.88			
D	Project Management	\$ 3,804.00			
		\$ 30,793.38			
3	TOTAL MEDIC ONE COSTS	\$ 190,203.43			