

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: July 20th, 2016

SUBJECT: EMS Substation Lease Agreement

PRESENTER: Mike Barnett, EMS Director

ATTACHMENTS: Yes

- 1. Lease Agreement between Fletcher Fire and Rescue Department, INC. and the County Of Henderson.**

SUMMARY OF REQUEST:

Emergency Medical Services wishes to establish a one year Lease Agreement with the Fletcher Fire And Rescue Department INC. to provide the necessary space to house a day time EMS crew and ambulance at the Station # 1, 49 East Fanning Bridge Road Fletcher location.

Emergency Medical Services recommends having a satellite EMS station in Fletcher in order to improve response times to emergency calls in the Fletcher and adjacent areas of the county.

BOARD ACTION REQUESTED:

Upon approval of the Board, authorize the Chairman of Board of Commissioners to sign the Lease Agreement.

Suggested Motion:

I move the Board approve the Lease Agreement between the County Of Henderson and the Fletcher Fire and Rescue INC. in order to house a daytime ambulance and crew at the Fletcher Fire and Rescue Station # 1.

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this the 20th day of July, 2016, by and between FLETCHER FIRE AND RESCUE DEPARTMENT, INC. (hereinafter referred to as "LANDLORD") and COUNTY OF HENDERSON, a body politic and corporate of the State of North Carolina (hereinafter referred to as "TENANT");

WITNESSETH:

WHEREAS, LANDLORD operates its Station 1 at 49 East Fanning Bridge Road in Fletcher, North Carolina ("Station 1"); and

WHEREAS, for the mutual benefit of the citizens of Henderson County and the Town of Fletcher, LANDLORD has agreed to Lease to TENANT and TENANT has agreed to Lease from LANDLORD certain space within Station 1 as more particularly described in Exhibit A which is attached hereto and incorporated herein by reference (all of the property described herein to be leased by Tenant hereinafter collectively referred to as the "Demised Premises"); and

WHEREAS, LANDLORD has agreed to lease to TENANT and TENANT has agreed to lease from LANDLORD the Demised Premises on the terms and conditions hereinafter described.

NOW, THEREFORE, in consideration of the premises and of the provision of emergency medical services by the TENANT from the Demised Premises, and in further consideration of the sum of One Dollar (\$1.00) per year in any extension years of this Lease, and the mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, LANDLORD and TENANT agree as follows:

1) Demise of Premises and Use. LANDLORD leases to TENANT and TENANT hereby leases from LANDLORD the Demised Premises. TENANT shall use the Demised Premises to house an emergency medical service substation for Henderson County Emergency Medical Services and such related services as the TENANT may deem fit and proper (of a similar scope and nature as done in the TENANT's other emergency medical service substations), on a schedule set by the TENANT in its sole discretion.

2) Commencement and Term. The term of this Lease Agreement is for a period of twelve (12) months, commencing on July 20th, 2016, and expiring on July 20th, 2017. Thereafter, the Lease shall automatically renew for successive one (1) year terms until such time as one party gives the other party six (6) months advance written notice of termination. The consideration for the one (1) year extensions shall be One Dollar (\$1.00) per year and the mutual covenants and conditions contained herein.

3) Utilities. During the term of this Lease, or any extension thereof, LANDLORD shall provide all electricity, heat, ventilating, air conditioning, janitor services, if any, garbage disposal and any and all other utilities or services required by LANDLORD in the use of the Demised Premises.

4) TENANT Duties. TENANT shall during the term of this lease: provide insurance (liability and workers compensation) for its employees stationed at Station 1 in the same amounts and

Exhibit A

The Demised Premises will consist of the following, located within the "Station 1" facility of Fletcher Fire and Rescue, Inc. located at 49 East Fanning Bridge Road, in the Town of Fletcher, Henderson County, North Carolina:

- A vehicle bay sufficient in size to house one Advanced Life Support transport unit ("the unit"), including all electrical service needed by the unit, giving reasonable access for ingress and egress from the Station 1 facility to allow for customary emergency response by the unit and its crew.
- A designated space for medical and supply cabinets reasonably convenient to the location of the transport unit.
- Living quarters for the crew of the unit, including but not limited to a reasonably sized dayroom with line access for telephone and cable television service, bath/shower room, and space for staff lockers.
- Designated office space/work area for the crew of the unit with access to such area controlled by the crew of the unit, of a size and with electric power sufficient to house and power the following: a desk top computer, a multi-function copier/printer/scanner (to be located within USB cable distance from the computer), unrestricted and unmonitored internet access, a telephone line, and reasonable quantities of office supplies.
- Installation by the TENANT of an alert radio system connecting with the existing alert speaker system in Station 1.
- Reasonable access to kitchen and laundry facilities already existing within Station 1.

TENANT will be responsible for:

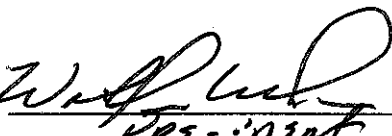
- Alert radio system installation and maintenance, and connection of the radio system with the existing alert speaker system in Station 1..
- Reasonable living area furnishings.
- All office equipment and supplies to be located within the designated and TENANT-controlled office space for the TENANT.
- Medical and supply cabinet/lockers to be installed hereunder.
- Reasonable cleaning supplies and household items used by TENANT.

(liability and workers compensation) for its employees stationed at Station 1 in the same amounts and on the same terms as for all employees of TENANT; obtain LANDLORD approval of any building changes; abide by all LANDLORD policies regarding behavior and living arrangements of persons housed in Station 1; maintain the designated EMS spaces in a clean and organized condition.

5) Mutual Undertaking: LANDLORD and TENANT both undertake to provide excellent customer service to the community at all times pursuant to their respective missions and roles, and to show mutual respect to one another in those missions and roles.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on the day and year first above written.

LANDLORD:
FLETCHER FIRE AND RESCUE, INC.

BY: , President

ATTEST:

, Secretary

(CORPORATE SEAL)

TENANT:
COUNTY OF HENDERSON

BY: _____
THOMAS H. THOMPSON, Chairman
Henderson County Board of Commissioners

ATTEST:

TERESA WILSON, Clerk to the Board

(OFFICIAL SEAL)

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

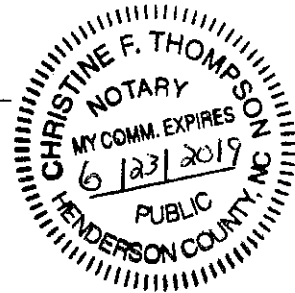
I, Christine F. Thompson, Notary Public for said State and County certify that William M. Wilson Jr came before me this day and acknowledged that s/he is the Secretary of Fletcher Fire and Rescue, Inc., and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

THIS the 28 day of June, 2016.

Ch F Thompson
Notary Public

My Commission Expires: 06/23/19

[NOTARIAL SEAL]



STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, Notary Public for said State and County certify that Teresa Wilson came before me this day and acknowledged that she is the Clerk to the Henderson County Board of Commissioners and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Chairman, sealed with its official seal, and attested by herself as the Clerk to the Board.

THIS the _____ day of _____, 2016.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]