

COUNTY OF LEHIGH, PENNSYLVANIA  
COMMISSIONERS BILL 2013-28  
SPONSORED BY COMMISSIONER DOUGHERTY  
REQUESTED DATE: JUNE 19, 2013  
ORDINANCE NO. 2013-

---

APPROVING A SUB-LEASE AGREEMENT WITH EASTERN PENNSYLVANIA  
EMERGENCY MEDICAL SERVICES COUNCIL

---

**WHEREAS**, Eastern Pennsylvania Emergency Medical Services Council (Council) currently leases from Tri-Clover Fire Company a facility located at 4801 Kernsville Road, Orefield, Pennsylvania (the Premises); and

**WHEREAS**, the County of Lehigh (County) wishes to use a portion of the Premises for the purposes of : (1) placing, operating and maintaining the equipment and other resources necessary to support a 9-1-1 overflow center, and (2) staffing the 9-1-1 overflow center when needed; and

**WHEREAS**, Council and County desire to enter into a Sub-Lease Agreement which is attached hereto as Exhibit "A"; and

**WHEREAS**, Ordinance approval is required to exempt this transaction from the procurement requirements of Section 808.1 of the Administrative Code.

**NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH, PENNSYLVANIA, THAT:**

1. The foregoing Whereas clauses are incorporated herein as if set forth in their entirety.
2. The proposed Sub-Lease Agreement between the Eastern Pennsylvania

Emergency Medical Services Council and the County of Lehigh, attached hereto as Exhibit "A", is hereby approved.

3. This sub-lease of the Premises is hereby exempted from the provisions of Section 808.1 of the Administrative Code regarding lease of property by advertisement or sealed bid.

4. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to carry out the purpose of this Ordinance.

5. The County Executive shall distribute copies of this Ordinance to the proper officers and other personnel of Lehigh County whose further action is required to achieve the purpose of this Ordinance.

6. Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed insofar as the same affects this Ordinance.

7. This Ordinance shall become effective in ten (10) days after enactment.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013, by the

following vote:

Commissioners

AYE

NAY

Thomas C. Creighton, III  
Percy H. Dougherty  
David S. Jones, Sr.  
Daniel K. McCarthy  
Vic Mazziotti  
Brad Osborne  
Scott Ott  
Lisa Scheller  
Michael P. Schware

ATTEST: \_\_\_\_\_  
Clerk to the Board of Commissioners

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Matthew T. Croslis  
Lehigh County Executive

ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

## SUB-LEASE AGREEMENT

for

### Use of Facility and Resources for 9-1-1 Overflow Center

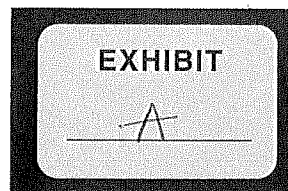
This Sub-Lease (the "Lease") is made this 20<sup>th</sup> day of JUN 6, 2013 (the "Commencement Date") by and between the EASTERN PENNSYLVANIA EMERGENCY MEDICAL SERVICES COUNCIL with an address of 4801 Kernsville Road, Orefield, PA 18069 (hereinafter referred to as the "COUNCIL"),

AND

COUNTY OF LEHIGH, a County of the Third Class, organized and existing under the laws of the Commonwealth of Pennsylvania, pursuant to its Home Rule Charter, with offices located at 17 South Seventh Street, Allentown, COUNTY, PA 18101 (hereinafter referred to as the "COUNTY").

#### RECITALS

- A. COUNCIL currently leases their facility from Tri-Clover Fire Company located at 4801 Kernsville Road in Orefield, PA (hereinafter referred to as the "Site") under a long-term renewable lease.
- B. COUNTY desires to lease from COUNCIL a portion of the Site (hereinafter referred to as the "Premises") for the purposes of: (1) placing, operating and maintaining the equipment and other resources necessary to support a 9-1-1 overflow center, and (2) staffing the 9-1-1 overflow center when needed.
- C. COUNCIL is willing to lease to COUNTY the Premises for such purpose subject to the terms and conditions set forth herein.



## LEASE CONTACT INFORMATION AND TERMINOLOGY

### CONTACTS:

COUNCIL: Executive Director  
4801 Kernsville Road, Orefield, PA 18069  
(610) 820-9212

COUNTY: Director of General Services  
17 South 7<sup>th</sup> Street, Allentown, PA 18101  
(610) 782-3033

PREMISES: Portion of Site to be used by COUNTY (described in Exhibit A).

COMMENCEMENT DATE: August 1, 2013

EXPIRATION DATE: July 31, 2023

TERM: Ten (10) years, beginning on Commencement Date and expiring on Expiration Date.

RENT: A one-time, non-recurring payment of \$55,000, payable by COUNTY to COUNCIL under this Agreement.

EXHIBITS: The following exhibit is attached to this Lease and is made part of this LEASE:

EXHIBIT A Proposed Facilities and Resources for use by COUNTY

### **ADDITIONAL LEASE TERMS**

A. Site Usage. COUNCIL hereby leases the Premises to COUNTY for the placement, operation and maintenance of the Equipment necessary for 9-1-1 overflow center and for staffing the 9-1-1 overflow center when needed. EXHIBIT A provides details regarding the facilities and resources being provided to COUNTY by COUNCIL. This Lease shall not be affected by COUNCIL vacating the Site.

B. TRI-CLOVER FIRE COMPANY'S CONSENT TRI-CLOVER FIRE COMPANY hereby consents to the subleasing of the Premises by COUNCIL to COUNTY and agrees that if the lease between COUNCIL and TRI-CLOVER FIRE COMPANY shall

terminate for any reason, COUNTY shall have the right to remain in the Premises during the remaining term of the Lease between COUNCIL and COUNTY.

- C. Term. The Term of this Lease shall begin on the Commencement Date and shall expire on the Expiration Date. The COUNCIL will notify the COUNTY at least one hundred eighty (180) days prior to Expiration of term of the original Lease and any subsequent renewals thereof regarding term Expiration and an offer to renew the Lease. COUNTY will notify COUNCIL of decision regarding renewal no less than sixty (60) days prior to Expiration of term of the original Lease and any subsequent renewals thereof. If offer of renewal is accepted, an amendment will be made to the Lease to reflect the new term dates. If offer of renewal is not accepted, COUNTY shall surrender to COUNCIL the Premises in good order and condition, and COUNTY shall remove all of its Equipment no later than thirty (30) days after Expiration date. If the Site becomes unfit or undesirable for use by COUNTY, it may terminate this Lease by mailing written notice to COUNCIL, which shall become effective ninety (90) days after it has been mailed.
- D. RENT. COUNTY will pay a one-time, non-recurring rent of \$55,000 to COUNCIL, due no later than ten (10) days after signing of this Lease.
- E. Utilities. COUNCIL shall provide electricity, water, gas and other utilities to the Premises. COUNTY will not be responsible for any utility costs. COUNCIL will not be liable to COUNTY for surges or interruptions of electricity or other utilities.
- F. Equipment. COUNTY shall be responsible, at its sole cost, for the placement, installation, maintenance and replacement of its Equipment placed on Site.
- G. Equipment Installation to Shared Access Areas of Site. COUNTY will obtain COUNCIL's prior written approval, which approval shall not be unreasonably withheld or delayed, for the type, location, mounting and placement of COUNTY's Equipment to be placed or relocated in shared access areas, such as the electronic equipment room, on the Premises. Notwithstanding the foregoing, after the Commencement Date, COUNTY

may add new equipment to the shared access areas of Site, provided that COUNTY obtain COUNCIL's prior written approval of any such additional equipment, which approval may be withheld in COUNCIL's sole discretion. The COUNTY will use a COUNCIL-approved vendor for any required engineering and equipment installation. In the event equipment is added, COUNTY shall provide an updated equipment list to COUNCIL via email no later than ten (10) days after equipment has been added.

- H. Equipment Installation to Non-Shared COUNTY Premises at Site. COUNTY does not need COUNCIL approval to install equipment in the non-shared COUNTY Premises on Site. All Equipment shall be installed by contractors approved by COUNTY and shall be performed in a good and workmanlike manner and in compliance with all applicable Laws. If proposed equipment may potentially impact existing COUNCIL operations, the COUNTY will use a COUNCIL-approved vendor for engineering and equipment installation services.
- I. Alterations to COUNTY Premises at Site. Initial alterations to the COUNTY Premises at the site are the responsibility of the COUNCIL and should be constructed to meet the needs of the COUNTY. Initial requirements will be defined and agreed to by both parties prior to construction. All subsequent COUNTY-proposed construction performed on the Premises once the initial requirements of the COUNTY have been completed must be reviewed and approved in writing by COUNCIL prior to the commencement of such construction.
- J. Interference. Each party shall operate their Equipment in such a manner that it will not interfere with or impede the operations of other Facility Occupants on the Site. In the event that one party causes interference to the existing communications facilities of any other Facility Occupants on the Site, that party shall be responsible for immediately correcting the cause of such interference.

- K. Security. COUNTY agrees to not change locks on any doors to the Premises or install additional locks on such doors. COUNTY further agrees to not duplicate any keys of COUNCIL. If COUNTY needs a duplicate of a key belonging to COUNCIL, they will submit a request to COUNCIL. COUNCIL will have access to COUNTY Premises. COUNCIL will provide COUNTY with card access to the entrance door of the Site.
- L. Maintenance. COUNCIL will maintain the Site in good condition and make any needed repairs promptly and so as not to interfere with County's use of the Premises. COUNTY shall operate its Equipment with due care and maintain the Premises in a safe, clean and sanitary condition.
- M. Parking for Communications Vehicle. The COUNTY shall park its communications vehicle on Site as needed.
- N. Insurance. Each party shall provide, maintain and pay for insurance against the loss or theft or damage to its own equipment, damage to premises, or injury to persons.
- O. Indemnification. Each party shall indemnify, defend and hold harmless the other party and its members, directors, officers, employees and agents from any and all claims, actions or suits (including attorneys' fees) arising from the installation of their equipment or any other aspect of its use at the Site.

#### **MISCELLANEOUS PROVISIONS**

- A. COUNTY shall comply with all federal, state and local statutes, ordinances, laws, rules and regulations of any public authority affecting the Premises and the Equipment and the use thereon.
- B. COUNTY will not interfere with, annoy or disturb any other Occupants of the Site.
- C. COUNTY shall not remove from the Site any property not belonging to COUNTY.



D. COUNTY shall protect the Premises from fire and report and suppress such fires as might occur.

E. COUNTY shall not allow debris or refuse to accumulate on the Premises.

F. COUNTY shall comply with all customary practices and courtesies in the use of the access road and parking area.

G. COUNTY shall provide COUNCIL with a list of COUNTY equipment in shared access areas of Site upon completion of installation.

H. Undue Influence:

COUNCIL agrees not to hire any COUNTY personnel who may exercise or has exercised discretion in the awarding, administration or continuance of this Lease for up to and including one (1) year following the termination of the employee from COUNTY's service. Failure to abide by this provision shall constitute a breach of this Lease.

I. Availability of Funds:

Notwithstanding anything in this Lease to the contrary, COUNCIL agrees that all payments due from the COUNTY as required under the Lease are contingent upon the availability of appropriated funds to COUNTY.

J. Tax Obligations of COUNCIL:

COUNCIL hereby certifies that as a condition precedent to the execution of this Lease, and as an inducement for the COUNTY to execute the Lease, that it is not delinquent on any taxes owed to COUNTY. "Delinquent" is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Lehigh County Tax Claim Bureau. Notwithstanding any other provision of this Lease to the contrary, COUNCIL agrees as a specific

condition of this Lease that it shall remain current on all taxes it owes to COUNTY. Should COUNCIL become delinquent on any taxes it owes to COUNTY during the term of this Lease, or any renewals thereof, COUNTY may be deemed to be in breach of this Lease by the COUNCIL and, in addition to any other remedies available to COUNTY for such breach, COUNCIL hereby specifically agrees and authorizes the COUNTY to apply any such funds then due to the COUNCIL under the terms of this Lease or any renewals thereof directly to the taxes owed by COUNCIL to the COUNTY until said taxes are paid in full.

This Lease is the complete lease agreement between COUNCIL and COUNTY and may be amended only by written agreement signed by each of the parties involved.

IN WITNESS WHEREOF, the parties have signed their name to this Sub-Lease

Agreement as of this 20<sup>th</sup> day of June, 2013.

Signature 1

BY: 

NAME: Robert F. Bonis PhD

TITLE: Executive Director/CEO

**EASTERN PA EMS COUNCIL**

Signature 2

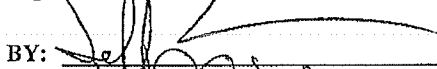
BY: \_\_\_\_\_

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

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

**MATTHEW T. CROSLIS  
COUNTY EXECUTIVE**

Signature 3

BY: 

NAME: Jeff Johnson

TITLE: Chief

**TRI-CLOVER FIRE COMPANY**

## **EXHIBIT A - Proposed Facilities and Resources for COUNTY Use**

### **Exclusive Dispatch Room for COUNTY 9-1-1 Overflow Center**

- Approximately 360 square feet (15' x 24')
- Secured access door
- Power requirements as determined
- Connectivity to on-site uninterruptible power supply and emergency generator
- Independent HVAC unit dedicated to the Dispatch Room
- Finished ceiling and walls
- No ongoing utility costs

### **Electronic Equipment Room**

- Shared access to secure, on-site equipment room
- Environmentally-controlled to support sensitive communications equipment
- Redundant emergency power sources

### **Support Facilities**

- Shared use of bunk, rest room and shower facilities
- Plentiful free parking for personal and emergency support vehicles
- Shared use of Council conference room for emergency operations center (EOC) or similar purposes