

ATTACHMENT A:

LEASE AGREEMENT

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THIS LEASE AGREEMENT (“Lease”) is made and entered into between Vashon Island Fire and Rescue (VIFR), a government agency (“Landlord”), and KING COUNTY, a home rule charter county and political subdivision of the State of Washington (“Tenant”). Landlord and Tenant are sometimes referred to herein individually as a “Party” and together as the “Parties.”

RECITALS

- A. The Parties to this Lease previously entered into that certain prior lease for Premises (as defined below) located at 10020 SW Bank Road, Vashon, Washington, which commenced February 1, 2017, and expired on January 31, 2022, (“Prior Lease”). Since the Prior Lease expired, Tenant has remained in holdover status pursuant to Section 19 of the Prior Lease.
- B. The Parties desire to enter into this new lease agreement for the same Premises with a five-year term and two five-year options to extend the term.
- C. The Parties acknowledge that, pursuant to Section 19 of the Prior Lease, Tenant paid rent during the holdover period based on a flat rate of one hundred percent (100%) of the rent payable during the final month of the Prior Lease’s term before expiration and that holdover rent was never increased. Due in part to Tenant’s delay in executing a new lease, the Parties agree that Tenant shall pay Landlord a lump sum payment to account for the difference between holdover rent and the negotiated rent that would have accrued under a new lease.
- D. Whereas, the Parties desire that, in accordance with the Workletter Agreement attached hereto as Exhibit E, Landlord will make certain improvements to the Premises (“Tenant Improvements”), and Tenant will contribute \$250,000.00 towards the Tenant Improvements, which contribution shall be funded through King County Public Health (Fund 1190 EMS).

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. Basic Lease Information

- 1.1 Lease Date: July 1, 2024 (for reference purposes only)
- 1.2 Landlord: VIFR Station 55
- 1.3 Tenant: King County, a political subdivision of the State of Washington
- 1.4 Building: Located at: 10020 SW Bank Rd. Vashon, Washington 98070, that certain real property that is legally described on the attached Exhibit A (“Real Property”).

- 1.5 Premises: The area depicted on the attached Exhibit B, containing approximately 3,452 rentable square feet, consisting of exclusive use space and other common areas and specifically including, but not limited to: Medic Office, Exercise Area, Supply Storage, Medic Unit Parking for Two Medic Units in Fire Station Apparatus Bay with 30 Amp Shore Power, Gear Lockers, Two Bedrooms, and Day Room/Kitchen. Two outside, staff parking stalls will also be provided. For the avoidance of doubt, and notwithstanding any provision herein to the contrary, expansion of the common areas pursuant to completion of the Tenant Improvements described below and in Exhibit E shall not increase or otherwise affect the Rent amount described in this Lease.

Tenant's Pro Rata Share: Not Applicable

- 1.6 Permitted Use: First responder office and storage, and/or any other related, legally permitted use.
- 1.7 Term: Five (5) years
- 1.8 Extended Term(s): Option to extend for two five (5) year terms.
- 1.9 Lease Commencement Date ("LCD"): See Section 3.1
- 1.10 Rent Commencement Date: Same as LCD
- 1.11 Expiration Date: See Section 3.2
- 1.12 Base Rent: \$1,983.70 with annual increases as described in Section 5.1
- 1.13 Security Deposit: None
- 1.14 Landlord's Address for Notices:
- Vashon Island Fire & Rescue
PO Box 1150
Vashon, WA 98070
Email: MVinci@VIFR.org
- 1.15 Tenant's Address for Notices:
- King County Real Estate Services
King County Administration Building
500 4th Avenue, Seattle, WA 98104
Email: RES-LeaseAdmin@KingCounty.gov

- 1.16 Notices may be sent by either United States mail or by electronic mail. Notwithstanding anything in this Lease to the contrary, a party may provide email notice only at the email address(es) set forth above or other electronic means with delivery confirmation or read receipt (or both) but the party providing electronic notice shall bear the burden to prove the date that notice was delivered. Notices shall be effective upon the date of first attempted delivery.
- 1.17 Tenant Improvements: Landlord shall perform, and Tenant shall reimburse Landlord for, certain Tenant Improvements described in Section 11.1 below and Exhibit E hereto.

2. Premises.

Landlord hereby leases the Premises to Tenant for the Term set forth above. Tenant, at its sole option, may elect to remeasure the Premises pursuant to the most recent, applicable measurement methodology published by the Building Owners and Managers Association (BOMA), and if the rentable square footage of the Premises varies from that set forth in Section 1.5 above, the Parties hereto shall promptly amend this Lease to modify any variables that are dependent upon the same.

Landlord warrants that the Premises shall be delivered (i) in good operating condition, including, but not limited to, all mechanical, electrical, plumbing, and other systems serving the Premises; (ii) in compliance with all applicable laws, codes, ordinances, and regulations; and (iii) free of any Hazardous Material. To the extent that the Premises fails to comply with the prior sentence as of the Commencement Date (without limiting any other rights or remedies that Tenant may have under this Lease and/or at law), Landlord shall promptly correct the same at its sole cost and expense.

Landlord also grants Tenant a nonexclusive license to use those portions of the Building made available from time to time by Landlord for the common use and enjoyment of Tenant, Landlord, and other tenants of the Building and their guests and invitees (the "Common Areas"). The Common Areas shall include, but not be limited to bathroom and shower facilities; office space for two computer stations; the kitchen and dining areas; exercise room; day room; study; bunker gear storage; decontamination room; and the laundry room. Landlord shall have the right to do and perform all such acts in and to the Common Areas as Landlord shall determine in its reasonable discretion, including, without limitation, reconfiguring and temporarily closing the same from time to time, so long as Landlord does not adversely affect Tenant's use and enjoyment of the Premises. Tenant shall also be entitled to two parking spaces in the employee parking lot, as may be increased pursuant to the Tenant Improvements.

3. Term.

3.1 **Commencement Date.** This Lease Agreement shall commence on the first day of the month following execution by both Parties ("Lease Commencement Date"), which shall be confirmed in a Confirmation of Lease Commencement Date Letter substantially in the form as that contained in **Exhibit D.**

3.2 **Expiration Date.** This Lease Agreement shall expire on the last day of the calendar month that is five (5) years after the Commencement Date ("Expiration Date").

3.3 **Extension Option.** Provided Tenant is not in default under this Lease on the date an option is exercised and as of the last day of the Term, Tenant shall have the option to extend the initial Term for two (2) successive periods of 60 months (the "First Extended Term" and "Second Extended Term"). An option to extend may be exercised by Tenant by giving Landlord written notice no more than twelve (12) months and no less than six (6) months prior to the last day of the then current Term. Tenant's extension options shall apply to all of the Premises then leased by Tenant under this Lease. From and after the commencement of either the First Extended Term or the Second Extended Term, all of the terms, covenants, and conditions of this Lease shall continue in full force and effect as written, except that Base Rent for the Extended Term shall be subject to annual Consumer Price Index adjustments based on the Revised Consumer Price Index for all Urban Consumers, CPI-U (Base Years 1982-1984 = 100) for the Seattle area, published by the United States Department of Labor, Bureau of Labor Statistics ("Annual CPI Adjustments"). The monthly Base Rent shall be adjusted on February 1 of each subsequent year based on the percentage increase in the CPI from the preceding June 1. The Base Rent increase will not exceed 3% annually.

4. Permitted Use. The Premises may be used by Tenant for the uses set forth in Section 1.6 above. Landlord represents and warrants to Tenant that the Premises may lawfully be used for the uses set forth in Section 1.6 above.

5. Rent.

5.1 Tenant covenants and agrees to pay Landlord, at Landlord's Notice Address set forth in Section 1.14 above, without deduction or offset except as otherwise set forth in this Lease Agreement, monthly rent in the amounts set forth in Section 1.12, payable in advance, without prior notice or demand, on or before the first day of each month of the Term (the "Rent"). Rent for any fractional calendar month at the beginning or end of the Term shall be prorated. 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 Agreement but shall not exceed an annual increase of 3.0%.

5.2 The Parties agree that during the period between the expiration of the Prior Lease on January 31, 2022, and the Commencement Date of this new Lease (the "Holdover Period"), Tenant paid holdover rent at a rate of \$900.00 per month (the "Holdover Rent")

and that this rent was never adjusted. Within ten (10) days of the Commencement Date of this Lease, Tenant agrees to make a lump-sum payment to Landlord for the difference between the Holdover Rent that was paid and the new rent that was negotiated under this Lease. The Parties agree that for the period of February 1, 2022 to January 31, 2023, the anticipated rent was \$1,869.83 per month and the amount due is \$11,637.96. For the period of February 1, 2023 to January 31, 2024, the anticipated rent was \$1,925.92 per month and the amount due is \$12,311.04. For the period of February 1, 2024 to the Commencement Date anticipated rent was \$1,983.70 and the amount due is \$1,083.70 per month.

6. Security Deposit. None.

7. Utilities and Services. Landlord shall, at all times, furnish the Premises with: (i) water at those points of supply provided for general use of tenants of the Building; (ii) heated and refrigerated air conditioning as appropriate, at such temperatures and in such amounts as are required by governmental authority or as are reasonably appropriate for the Building; (iii) recycling and trash removal on weekdays, other than national holidays, and such carpet cleaning and window washing as may from time to time be reasonably required; (iv) replacement of Building-standard light bulbs and fluorescent tubes in the Premises; (v) electrical current reasonably sufficient for Tenant's use and an emergency standby power supply; (vi) internet and cable television service; (vii) medical oxygen; (viii) medical waste disposal; and (ix) sewer service. Tenant shall furnish its own telephone service to the Premises. No interruption or failure of any utilities or services from any cause whatsoever shall be deemed an eviction of Tenant, provided that Landlord shall use commercially reasonable efforts to repair, replace or restore the same as quickly as possible. To the extent any interruption of services occurs due to Landlord's negligence, intentional misconduct, or breach of the Lease Agreement, then Rent shall be abated for the period of interruption in the proportion of the square footage rendered unusable in addition to, and without limiting, Tenant's other rights and remedies available at law and/or under this Lease Agreement.

8. Operating Costs. Tenant shall pay no operating costs as part of this Lease Agreement. This agreement is a full-service lease, meaning that the cost of all services, utilities, maintenance, repairs provided by Landlord, and Landlord's other operating costs are included in the monthly Rent.

9. Maintenance and Repairs. Tenant shall not be responsible for the maintenance and non-structural repairs to the interior of the Premises, which shall be maintained and repaired by Landlord in a commercially reasonable manner. Landlord shall maintain, repair and replace, if necessary, the Building; all Building systems, including but not limited to interior lighting (including replacement of ballasts and starters as required, with the exception of light bulb replacement which shall be the responsibility of the Tenant); plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window

coverings; elevators (including communications systems); inside and outside walls (including windows and entrance and exit doors); all structural portions of the Building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements (example: fire, building energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.)

10. Sublease and Assignment. Tenant may assign this Lease Agreement in whole or in part, or sublet all or any portion of the Premises, with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

11. Alterations and Improvements.

11.1 The Tenant Improvements. In accordance with the Workletter Agreement attached hereto as Exhibit E, Landlord will make certain improvements to the Premises ("Tenant Improvements"), and Tenant will contribute \$250,000 towards the Tenant Improvements, which contribution shall be funded through King County Public Health (Fund 1190 EMS). Pursuant to the Workletter Agreement, the Parties have designated certain areas for the use and occupation of Tenant during construction of the Tenant Improvements, to the extent areas of the current Premises shall be untenable.

11.2 Alterations and Improvements in General. Tenant shall be entitled to perform alterations and/or improvements to the Premises (including, without limitation, the installation of fixtures and signs) subject to Landlord's consent, which shall not be unreasonably withheld, conditioned, or delayed. Upon Tenant's request, Landlord agrees to perform such alterations or improvements on Tenant's behalf, subject to reimbursement from Tenant for Landlord's actual and reasonable costs. Tenant may from time to time remove any fixtures, alterations or improvements installed by Tenant in or to the Premises; provided that Tenant agrees to repair any damage caused by such removal.

Notwithstanding the foregoing, Tenant may perform alterations and/or improvements to the Premises without obtaining Landlord's prior consent so long as such alterations and/or improvements: (i) do not exceed \$2,500 per project, (ii) are not visible from the exterior of the Premises, (iii) do not adversely affect any Building system or the structural strength of the Building, (iv) do not require penetrations into the roof of the Building, (v) comply with all applicable laws, codes, ordinances, and regulations, including obtaining any necessary permits or approvals, and (vi) do not unreasonably interfere with the operation or access to the Building.

12. Damage and Destruction. In the event the Premises or Building are destroyed or damaged by fire, earthquake, or other casualty, so as to render the Premises or Building, in Tenant's sole judgment, unfit for occupancy or Tenant's intended purpose, and the Landlord neglects or refuses to restore the Premises to its former condition within one hundred twenty

(120) days of such damage or destruction, Tenant may terminate this Lease Agreement upon thirty (30) days' written notice to Landlord. In the event of such termination, Landlord and Tenant shall have no further obligations hereunder, except those obligations that expressly survive the expiration or earlier termination of the Lease. In the event the Premises are damaged by any of the aforesaid events, the Rent shall be abated in proportion to the percentage of untenable space in the Premises as relates to the total square footage of the Premises, until such time that Landlord restores the Premises to its pre-casualty condition. If, in the sole discretion of Tenant, the untenable portion of the Premises or the Building renders the Premises unusable for the Permitted Use, Tenant may unilaterally terminate this Lease upon thirty (30) days written notice to Landlord.

13. Condemnation. If any portion of the Premises, Building or real property upon which the same are situated (including, without limitation, any parking areas associated with the Premises and/or Building) which is necessary, in Tenant's sole judgment, for Tenant's occupancy or intended use of the Premises, or fifty percent (50%) or more of the rentable area of the Building, is made untenable by eminent domain or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or Tenant as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the underlying real property taken by the condemning authority. All Rents and other payments shall be paid to that date. If the condemning authority takes a portion of the Premises or of the Building or the underlying real property necessary for Tenant's occupancy or intended use that does not render them, in Tenant's sole judgment, untenable, then this Lease Agreement shall continue in full force and effect and the Rent shall be proportionately reduced based on the percentage by which the floor area of the Premises is reduced. The reduction in Rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. If the Tenant, in its sole judgment, determines that the condemnation has rendered the Premises unsuitable for the Permitted Use, Tenant shall be entitled to terminate this Lease Agreement upon thirty (30) days advance written notice to Landlord. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises or the Building and Tenant shall make no claim for the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses if Tenant terminates the Lease under this section, provided that in no event shall Tenant's claim reduce Landlord's reward.

14. Indemnity and Hold Harmless. Each Party shall defend, indemnify, and hold the other harmless from and against any claims, suits, causes of action, judgments, damage, loss, or liability for injuries to persons or property (collectively, "Claims") to the extent caused by the negligent acts or omissions of their respective agents, officers, contractors, and employees acting in the scope of their employment. Where such Claims result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's negligence. Each of the Parties agrees that its obligations under this Section 14 extend to any claim, demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims

under the industrial insurance provisions of Title 51 RCW. In the event that any of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorney fees, expenses, and costs, the same shall be recoverable from the responsible party to the extent of that Party's negligence.

15. Insurance.

15.1 Landlord acknowledges that Tenant, a Charter County Government under the Constitution of the State of Washington, maintains a fully funded self-insurance program for the protection and handling of the Tenant's liabilities, including injuries to persons and damage to property. Tenant shall, at its own expense, maintain, through its self-funded program, coverage sufficient for all of its liability exposures for this Lease Agreement. Tenant shall provide Landlord with at least thirty (30) days prior written notice of any material change in Tenant's self-funded program and shall provide Landlord with a certificate of self-insurance as proof of coverage. Landlord further acknowledges that Tenant does not maintain a commercial General Liability Insurance policy and is a self-insured government entity; therefore, Tenant does not have the ability to add Landlord as an additional insured to such policy. Should Tenant cease self-insuring its liability exposure and purchase a Commercial General Liability Insurance Policy, Tenant shall add Landlord as an additional insured to such policy. Tenant shall, at all times, maintain its self-funded program or a Commercial General Liability Insurance Policy, each in an amount sufficient to cover its liability exposure under this Lease Agreement.

15.2 Landlord shall maintain, throughout the Term, commercially reasonable policies of property insurance covering loss of or damage to the Building (including tenant improvements and subsequent alterations) in the full amount of its replacement cost with endorsement to cover code changes. Landlord hereby waives and releases any right of recovery (including by way of subrogation) against Tenant, its officers, employees and agents, for any loss or damage sustained by Landlord with respect to the Building, or Premises or any portion thereof or the contents of the same or any operation therein, to the extent such loss or damage is actually insured against or is required hereunder to be insured against.

16. Mediation. Landlord and Tenant agree that should any dispute arise concerning this Lease Agreement, both Parties may jointly elect to submit the dispute to mediation. Notwithstanding the foregoing, nothing herein shall be construed as a condition precedent for either party to seek legal or equitable relief by initiating a legal action. Landlord and Tenant shall each bear their respective costs of mediation.

17. Liens. Landlord and Tenant shall keep the Premises and the Building free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant or Landlord, and each shall indemnify and hold harmless the other from and against all liabilities, losses, damages, and costs (including reasonable

attorney fees and costs) incurred in connection with any such lien. Landlord or Tenant may contest the validity or amount of any such lien or encumbrance in good faith provided that, within forty-five (45) days after the filing of such lien or encumbrance, Landlord or Tenant discharges the same by providing and recording a bond which complies with the requirements of RCW 60.04.161 eliminating said lien and/or encumbrance.

18. Quiet Possession. Landlord covenants that as of the Commencement Date, Landlord will have good right to lease the Premises for the purpose and uses stated herein and Tenant shall have and quietly enjoy the Premises, except as described in the attached Workletter, for the Lease Term.

19. Holding Over. If Tenant remains in possession of the Premises after the expiration or termination of this Lease Agreement, Tenant's continued possession shall be on the basis of a tenancy at the sufferance of Landlord. In such event, Tenant shall continue to comply with or perform all the terms and obligations of Tenant under this Lease Agreement, except that the monthly Rent during Tenant's holding over shall be one hundred percent (100%) of the Rent payable in the last full month prior to the termination hereof. Acceptance by Landlord of rent after such termination shall not constitute a renewal or extension of this Lease Agreement; and nothing contained in this provision shall be deemed to waive Landlord's right of re-entry or any other right hereunder or at law.

20. Non-Discrimination. Landlord shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, military status or status as a veteran who was honorably discharged, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16.125. Landlord shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination. These laws include, but are not limited to, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements with King County. Notwithstanding anything to the contrary, Tenant shall be entitled to terminate this Lease effective upon written notice to Landlord, in the event that Landlord violates the requirements of this Section 20.

21. Default.

21.1 The following occurrences shall each constitute a default by Tenant (an "Event of Default" or "Default"):

A. Failure to Pay. Failure by Tenant to pay any sum, including Rent, due under this Lease Agreement following ten (10) business days' notice from Landlord of the failure to pay, except as otherwise provided in the Workletter Agreement.

B. Other Non-Monetary Defaults. The breach by Tenant of any agreement, term, or covenant of this Lease Agreement other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease Agreement, which breach continues for a period of thirty (30) days after written notice by Landlord to Tenant of the breach (provided, if the nature of Tenant's failure is such that more time is reasonably required in order to cure, Tenant shall not be in Default if Tenant commences to cure promptly and thereafter diligently prosecutes such cure to completion).

21.2 Landlord Default: Remedies. Landlord shall be in default if Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after notice by Tenant to Landlord. If Landlord fails to cure any such default within the allotted time, Tenant may, at in its sole discretion and without limiting Tenant's other rights or remedies under this Lease Agreement and/or at law, terminate this Lease Agreement upon thirty (30) days advance written notice to Landlord. Tenant shall have all remedies available at law or in equity. Nothing herein contained shall relieve Landlord from its duty to perform of any of its obligations to the standards prescribed in this Lease Agreement, which include, but are not limited to, the obligations and standards described in Workletter Agreement.

22. Remedies. Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease Agreement shall be cumulative, and none shall exclude any other right or remedy allowed by law.

22.1 Termination of Lease. Landlord may terminate Tenant's interest under the Lease Agreement. The Lease Agreement shall terminate on the date specified in the notice of termination. Upon termination of this Lease Agreement, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums that would have been owing by Tenant under this Lease Agreement for the balance of the Lease Agreement term, less (i) the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's reasonable, actual reletting expenses or (ii) such amounts as Tenant proves may reasonably be avoided.

22.2 Re-Entry and Reletting. Landlord may continue this Lease Agreement in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's name, for such period of time and at such other terms and conditions as Landlord, in its discretion, may determine. Landlord

may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay Landlord its reasonable, actual reletting expenses; second, to pay any indebtedness of Tenant to Landlord other than Rent; third, to the Rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease Agreement, unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease Agreement. Tenant will pay Landlord the Rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs for securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

23. Costs and Attorney's Fees. If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease Agreement, including any suit by Landlord for the recovery of Rent or other payments, or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding. The hourly rates for any award of attorneys' fees will be calculated based on the rate that would be charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing party's attorney(s).

24. Hazardous Material.

24.1 For purposes of this Lease Agreement, the term "Environmental Law" shall mean: any federal, state, or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW ch. 70A.305 ("MTCA"); the Washington Hazardous Waste Management Act, RCW ch. 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Lease Agreement, the term "Hazardous Material" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.

24.2 Landlord represents and warrants to Tenant that, to the best of its knowledge and belief, there is no Hazardous Material on, in, or under the Premises or the Real Property as of the Commencement Date of the Prior Lease. If there is any Hazardous

Material on, in, or under the Premises or the Real Property which has been or thereafter becomes released through no fault of Tenant, then Landlord (i) shall be solely responsible, at its sole cost, for promptly remediating the same to the extent required by Environmental Law and (ii) shall indemnify, defend, and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees, incurred or suffered by Tenant either during or after the Lease Agreement term as the result of such release.

24.3 Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises or the Real Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, except in strict compliance with all applicable federal, state, and local laws, regulations, codes, and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Landlord either during or after the Lease term ("Claims") to the extent that said Claims are a result of said breach. Tenant shall promptly notify Landlord of any inquiry, investigation, or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises or the Real Property.

24.4 Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises or the Real Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any release of any Hazardous Material on the Premises or the Real Property, Tenant shall be solely responsible, at its sole cost, for promptly remediating the same to the extent required by Environmental Law. Landlord's approval of such remediation shall first be obtained, which approval shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Tenant shall be entitled to respond immediately to an emergency without prior approval from Landlord, including, but not limited to, taking actions necessary to prevent the release from migrating, leaching, or otherwise spreading, and actions necessary to respond to any immediate obligations imposed on Tenant by Environmental Law. To the extent such Hazardous Material becomes comingled with Hazardous Material released by Landlord or other parties, nothing in this Lease Agreement shall prevent Tenant from seeking to recover costs, expenses, or any other damages incurred as a result of the presence of such Hazardous Material that was released by Landlord or other parties.

24.5 The provisions of this Article 24 shall survive expiration or earlier termination of this Lease Agreement.

25. General.

25.1 Heirs and Assigns. This Lease Agreement shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators,

successors, and assigns.

25.2 Brokers' Fees. Tenant represents and warrants to Landlord that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees for the negotiation, execution, or delivery of this Lease Agreement, and shall indemnify and hold harmless Landlord against any loss, cost, liability, or expense incurred by Landlord as a result of any claim asserted by any such broker, finder, or other person, on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Landlord represents and warrants to Tenant that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees for the negotiation, execution, or delivery of this Lease Agreement, and shall indemnify and hold harmless Tenant against any loss, cost, liability, or expense incurred by Tenant as a result of any claim asserted by any such broker, finder, or other person, on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord.

25.3 Entire Agreement. This Lease Agreement contains all of the covenants and agreements between Landlord and Tenant relating to the Premises and supersedes all prior discussions and understandings between them. No prior or contemporaneous agreements or understandings pertaining to the Lease Agreement shall be valid or of any force or effect and the covenants and agreements of this Lease Agreement shall not be altered, modified, or amended except in writing, signed by Landlord and Tenant.

25.4 Severability. Any provision of this Lease Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of this Lease Agreement.

25.6 Force Majeure. Time periods for either Party's performance under any provisions of this Lease Agreement shall be extended for periods of time during which the Party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war, or other strife.

25.7 Governing Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

25.8 Addenda/Exhibits. The following Exhibits are made a part of this Lease Agreement:

- Exhibit A: Legal Description
- Exhibit B: Diagram of the Premises
- Exhibit C: Special Conditions
- Exhibit D: Confirmation of Lease Commencement Date Letter
- Exhibit E: Workletter Agreement

25.9 Counterparts. This Lease Agreement may be executed in counterparts,

each of which shall constitute an original and all of which constitute but one original.

25.10 Agency. Neither party shall be deemed to be an agent of the other party, for purposes of this Lease Agreement.

26. Reserved.

27. Signage. Tenant shall obtain Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed, as to size, location, materials, method of attachment, and appearance, before installing any signs upon the Premises. Tenant shall install any approved signage at Tenant's sole cost and expense and in compliance with all applicable laws.

28. Self Help. Notwithstanding anything to the contrary, if Landlord fails to make and complete any maintenance or repair obligation of Landlord within twenty-four (24) hours of notice from Tenant with respect to any item of maintenance or repair that is deemed necessary by Tenant for its use of the Premises, or within thirty (30) days of notice from Tenant with respect to any other Landlord maintenance or repair obligation, then Tenant shall be entitled to take such actions and make such repairs to the Premises, Building or property associated with the same, as Tenant may deem necessary to correct such interruption, and Landlord shall reimburse Tenant for the cost of the same within thirty (30) days of invoice.

29. Subordination, Non-disturbance, and Attornment. This Lease Agreement shall be subordinate to all existing and future mortgages and/or deeds of trust on the Premises, or the Building, and Tenant agrees to subordinate this Lease Agreement to any future mortgage or deed of trust and to attorn to Landlord's successor following any foreclosure, sale, or transfer in lieu thereof, provided that the mortgagee, transferee, purchaser, Landlord, or beneficiary ("Landlord's Successor") agrees in a written instrument in form and substance satisfactory to Tenant that Tenant's use or possession of the Premises shall not be disturbed, nor shall its obligations be enlarged or its rights be abridged hereunder by reason of any such transaction. Notwithstanding any foreclosure or sale under any mortgage or deed of trust (or transfer by deed in lieu thereof), this Lease Agreement shall remain in full force and effect.

30. Rules and Regulations. Tenant shall be bound by and shall comply with the Special Conditions attached as Exhibit C to the extent those rules and regulations are not in conflict with the terms of this Lease Agreement, as well as any reasonable rules and regulations hereafter adopted by Landlord for all tenants of the Building, upon notice to Tenant thereof (collectively, the "Building Rules").

[Signature pages follow]


IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the date and year set forth below.

LANDLORD: Vashon Island Fire & Rescue,
a government agency

TENANT: King County, a political
subdivision of the State of Washington

Dated: 6/24/24

Dated: _____

By: 
Matthew Vinci
Fire Chief

By: _____
Anthony Wright, Director
Facilities Management Division

APPROVED AS TO FORM ONLY:

By: _____
Erin Ferrell, Senior Deputy Prosecuting Atty.

Date: _____

APPROVED BY CUSTODIAL AGENCY:

By: _____
Date: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that Matthew Vinci signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as the Fire Chief of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 24, day of June 2024.



Christina Bosch

Christina Bosch
NOTARY PUBLIC in and for the State of Washington residing at Gig Harbor.
My appointment expires 01-05-2027.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the Fire Chief of the government agency that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and of Vashon Island Fire & Rescue for the uses and purposes therein mentioned and that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this _____, day of _____.

NOTARY PUBLIC in and for the State of Washington residing at _____.
My appointment expires _____.

Exhibit A
LEGAL DESCRIPTION

Parcel 302303-9166
Name KC FIRE DIST 13
Site Address 10020 SW BANK RD 98070
Geo Area 47-10
Spec Area
Property Name Vashon Island Fire and Rescue

Jurisdiction KING COUNTY
Levy Code 4060
Property Type C
Plat Block / Building Number
Plat Lot / Unit Number
Quarter-Section-Township-Range SE-30-23-3

Legal Description
W 1/4 OF SE 1/4 OF SE 1/4 OF SE 1/4 LESS N 203.90 FT EXC W 30 FT THOF LESS
CO RDS

Exhibit B
DIAGRAM OF PREMISES

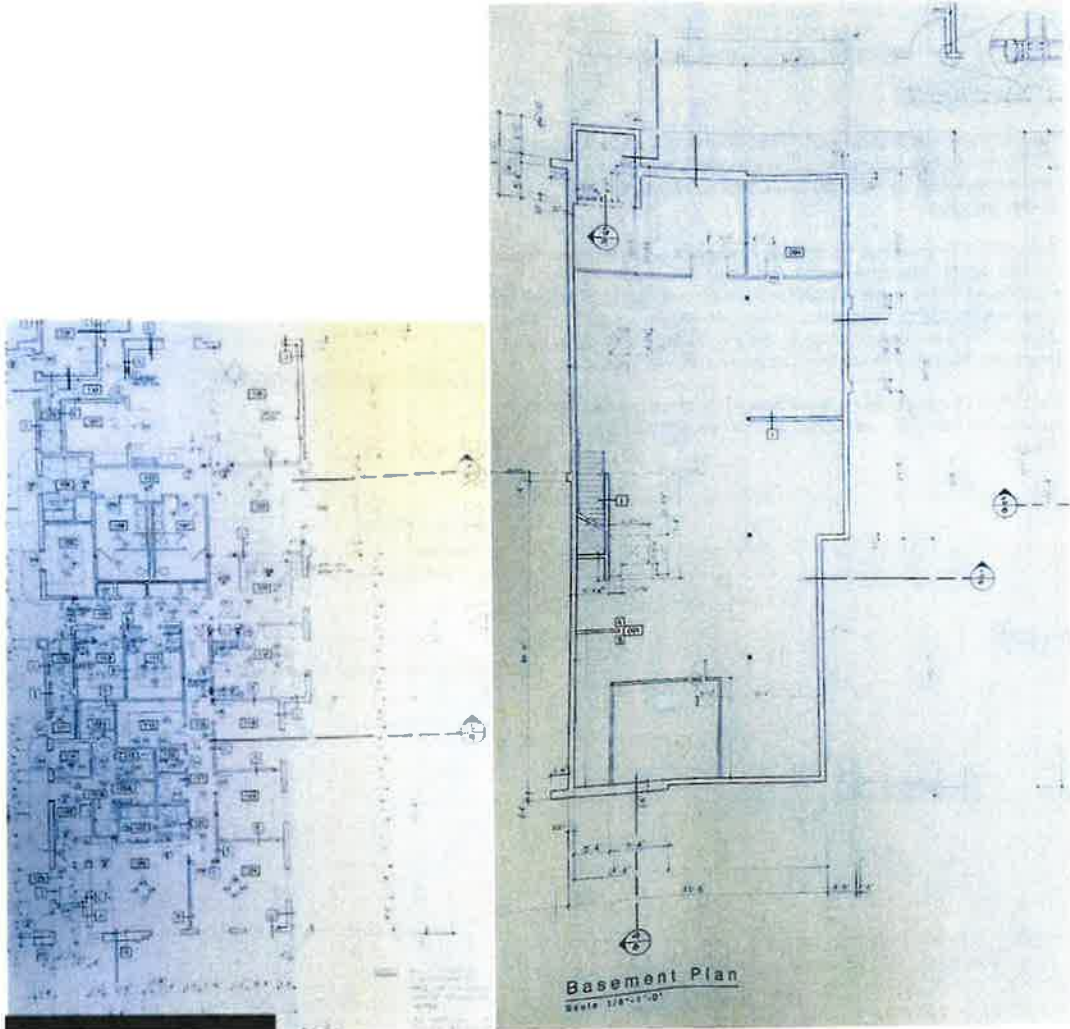


Exhibit C
SPECIAL CONDITIONS

1. King County agrees to designate the on-duty shift Medical Services Officer (MSO) who will coordinate the station activities and issues with the Station Officers, including but not limited to clean-up and housekeeping of the Premises by on-duty personnel.
2. King County agrees that when issues, conflicts or problems arise, the Station Officers and the designated on-duty shift MSO 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 for VIFR and/or their designee, and the Director of Emergency Medical Services for King County.
3. King County recognizes the importance of the organizational philosophy and values of Fire District 13 and agrees to cooperate with VIFR to support those values.

Exhibit D
CONFIRMATION OF LEASE COMMENCEMENT DATE LETTER

King County Facilities Management Division
Anthony Wright, Division Director
Department of Executive Services
500 Fourth Avenue, Room 800
Seattle, WA 98104
Phone: (206) 477-9352

CONFIRMATION OF LEASE COMMENCEMENT DATE LETTER

LANDLORD: _____
TENANT: KING COUNTY
LOCATION: _____
DATE: _____

This Confirmation of Lease Commencement Date Letter is in connection with the Lease Agreement dated () between (), (“Landlord”) and King County, a home rule charter county and political subdivision of the State of Washington, (“Tenant”).

In accordance with the terms of the Lease, the Parties wish to confirm the following:

Lease Commencement Date: ()
Lease Expiration Date: ()
Lease Term: ()

Base Rent:

Lease Months	Dates	Monthly Rent

ACKNOWLEDGEMENTS:

LANDLORD

TENANT

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

Exhibit E
WORKLETTER AGREEMENT

This **WORKLETTER AGREEMENT** (the "Workletter") is attached to and made a part of that certain Lease Agreement dated (for reference purposes only) July 1, 2024 (the "Lease") between **Vashon Island Fire and Rescue** (hereinafter called Landlord), and **King County**, a political subdivision of the State of Washington (hereinafter called Tenant):

The purpose of this Workletter is to set forth how the Tenant Improvements to the Premises are to be constructed and designed, who will be responsible for constructing and designing the Tenant Improvements, and who will pay for the construction and design of the Tenant Improvements. Landlord and Tenant agree as follows:

1. **Defined Terms.** Unless the context otherwise requires, terms used in this Workletter shall have the same meaning as such terms in the Lease. Notwithstanding the foregoing, the following capitalized terms shall have the meanings set forth below.

"Landlord's Architect" means TCA Architecture + Planning + Design, retained by Landlord for the purposes of designing the Tenant Improvements.

"Business Day" means any day other than a Saturday, Sunday, or other day on which United States national banks in Seattle, Washington are authorized or required by law to be closed for business.

"Construction Costs" means the construction and construction-related costs associated with Landlord's overall facility modernization project for joint operational health and safety improvements to the Property, including the Tenant Improvements. Total Construction Costs of \$3,200,000.00, are budgeted for the overall project, of which approximately 8% (\$250,000.00) represents Tenant's contribution.

"Construction Contract" means the contract between Landlord and Contractor for the construction and installation of the Tenant Improvements.

"Contractor" means the general contractor selected by Landlord for purposes of completing the Tenant Improvements.

"Funding Agreement" means King County Public Health (Fund 1190 EMS), through which Tenant shall draw funds allocated to pay Landlord for the construction of the Tenant Improvements (defined below).

"Improved Premises" means the Premises upon completion of the Tenant Improvements, as depicted in Exhibit A-1.

"Tenant's Representative" means the individual designated by Tenant as its Tenant Improvement representative pursuant to Paragraph 10 of this Workletter.

"Substantially Complete" and **"Substantial Completion"** mean the Work is complete to

the extent that Tenant may reasonably use and occupy the Improved Premises for the purpose for which the same were intended, subject to minor details of construction and mechanical adjustments that remain to be completed by Landlord (“punchlist items”), as evidenced by issuance of a certificate of occupancy (or other substantially equivalent governmental approval permitting the occupancy of the Improved Premises by Tenant) by the local governmental authority.

"Tenant Improvements" means those certain improvements to the Premises described in Exhibit A-1, as the same may be modified pursuant to Section 8 below, including all items of Work, labor and materials, that are utilized directly or indirectly in altering, repairing, improving, adding to, modifying or otherwise changing the Premises.

"Work" means the design, permitting and construction of the Tenant Improvements in accordance with the Interior Drawings.

2. **Interior Drawings:** Landlord and Landlord’s Architect have designed the Tenant Improvements as illustrated in Exhibit __ to this Agreement and prepared the Construction Cost estimate which is the subject of Tenant’s payment of \$250,000.00 in Landlord’s costs pursuant to section 6, below.

3. **Tenant Improvements:** As illustrated in Exhibit A-1 to this Workletter, Tenant Improvements shall include, but not be limited to the following:

- Complete Renovation to 2nd floor living quarters
- New HVAC in staff office areas and individual controlled HVAC in bedrooms
- New fire alarm system
- Adds 900 sq/ft to 2nd floor common area
- New alerting system throughout building
- 4 new gender neutral bathrooms/showers
- 5 new bedrooms
- designated lactation room
- new kitchen with several built-in health and safety components
- airlock on first floor to prevent infiltration of contaminated air to living quarters or administration area
- adds a walk-in aid room to treat patients in a safe and effective space
- adds a new decontamination room with a Personal Protective Equipment (“PPE”) extractor, dryer, and decontamination wash sinks

4. **Lessor’s Contractor and Construction Bids:** Landlord is subject to public bidding and public work requirements under Washington State Law. All work done by Landlord pursuant to Section 3 shall be performed in full compliance with all laws, rules, orders and ordinances, including compliance with prevailing wage requirements for public works pursuant to RCW Chapter 39.12; specifically, Landlord agrees to cause, and to require all contractors and subcontractors performing Tenant Improvements work to cause, all laborers, workers, and mechanics (as such terms are defined in RCW Chapter 39.12) performing the work to be paid the prevailing rate of wages (as defined in RCW Chapter 39.12). Landlord, at its expense, shall obtain all necessary governmental permits and certificates in connection therewith, and shall cause all such work to be performed in compliance with the same. King County’s consent to any proposed work

shall not be deemed a waiver of, or an opinion respecting, the compliance of the proposed work with the requirements of this Article 4. All Tenant Improvements work shall be conducted expeditiously in a good and workmanlike manner.

5. **Construction of Tenant Improvements:** In accordance with Section 4, Landlord will enter into the Construction Contract with Contractor and will cause the Tenant Improvements to be constructed in accordance with the Interior Drawings, as the same may be revised in accordance with Section 8 below. Landlord shall cause its Contractor to complete the Tenant Improvements on or before the end of the Lease Expiration Date, or earlier, as may be mutually agreed upon by the parties.

6. **Amounts Payable by Tenant:** Upon approval of the Lease by King County Council, Tenant shall pay Landlord \$250,000.00 for the Tenant Improvements, as provided herein. Landlord shall forward Landlord's invoices for approved Construction Costs for the Tenant Improvements including, without limitation, copies of invoices and other documentation reasonably requested by Tenant, for audit purposes. Landlord shall be responsible for remedying any underlying building conditions that will increase the cost of the Tenant Improvements, and Landlord warrants that no such conditions are known, including, but not limited to asbestos, lead paint, or other latent conditions. In no event shall the Tenant's payment for costs of Tenant Improvements exceed the mutually agreed upon \$250,000.00.

7. **Interim Premises; Acceptance of the Improved Premises:**

(a) During construction of the Tenant Improvements, Tenant will temporarily occupy modular housing on the Property, ("Interim Premises") until Substantial Completion of the Tenant Improvements. Rights and obligations of the parties pursuant to the Lease shall govern the parties' use of the Interim Premises; however, Tenant shall have no obligations with respect to the Premises under construction until Substantial Completion and re-entry of the Tenant into the Improved Premises.

(b) Landlord will notify Tenant when the Tenant Improvements are Substantially Complete. Within three (3) Business Days after receiving such notice, and prior to move-in of any furniture, fixtures or equipment, Tenant shall inspect the Improved Premises for any deficiencies in the Work. A "punchlist" of all the deficiencies in the Work shall be prepared and agreed upon by both Landlord and Tenant. Landlord will correct defective items stated in the punchlist which are the responsibility of Landlord or the Contractor. If Tenant does not so provide Landlord with a punchlist prior to occupying the Improved Premises, Tenant shall be deemed to have accepted the Improved Premises and the Tenant Improvements in their then present condition, except for latent defects not reasonably discoverable upon an inspection of the Improved Premises. The existence of minor punchlist items shall not postpone the move-in date or result in a delay or abatement of Tenant's obligation to pay Rent or give rise to a damage claim against Landlord. Landlord agrees to complete all punchlist items which are Landlord's or the Contractor's responsibility within thirty (30) calendar days after receiving the final punchlist (or longer if reasonably necessary subject to Landlord's prompt initiation of the completion of said punchlist items and continuing good faith efforts to expeditiously and continuously complete said punchlist items). Landlord shall provide for a 1 year parts and labor warranty for all work covered by Tenant's consideration. Failure of any such work shall be promptly repaired at no cost to Tenant.

8. **Changes in Work:** Landlord shall notify Tenant in writing of any construction delays, changes to the Work resulting in the reduction of area in the Improved Premises, or other failure of Landlord to complete any of the Tenant Improvements, and shall provide Tenant a refund of Tenant's proportionate share of the Construction Costs within 10 Business Days of Tenant's request for the same.

9. **Early Entry:** With Landlord's prior written approval, Tenant and Tenant's contractors shall have the privilege of entering into the Improved Premises prior to the Substantial Completion of the Tenant Improvements for purposes of cable, telephone, furniture and fixtures installation; provided that such entry or work does not interfere with the construction of the Tenant Improvements by Contractor. All of the terms and provisions of the Lease shall be applicable upon such early entry, except for those provisions applicable to the commencement of the Lease Term, acceptance of the Premises and the payment of Rent. Tenant shall be responsible for any damages to the Building or the Premises caused by Tenant as a result of such early entry.

10. **Tenant Improvement Representative:** Prior to the commencement of the Work, Tenant shall designate in writing one individual who shall be the Tenant's Representative during the Work. Except as provided herein, Landlord and Contractor shall be entitled to rely on the decisions of such person regarding the Work (and the decisions of such person shall be binding upon Tenant) until Landlord and Contractor have received written notice from Tenant that such person's authority has been revoked.

11. **Disputes:** Landlord and Tenant shall act in good faith and deal fairly in performing their respective duties under this Workletter. If a dispute arises with respect to design or construction of the Tenant Improvements, or any obligation of the parties under this Workletter, including the calculation or allocation of costs, the parties agree to work diligently to resolve the dispute. In the event the parties cannot resolve the dispute, they may jointly elect to submit the dispute to mediation with a mutually agreeable mediation firm located in Seattle, Washington with each party bearing their own costs. The decision of the mediator shall be non-binding and shall not constitute a condition precedent to having such dispute decided in a court, including seeking injunctive relief.

12. **Insurance.** If the Landlord uses a contractor to perform work under this Workletter, after taking into account the scope of work and services which may be performed by its contractor(s), the Landlord shall require that the Landlord's contractor maintain Commercial General Liability, Professional Liability if professional services are required, Automobile Liability insurance, Statutory Workers Compensation, Employers Liability/Stop and other insurance as may be required with prudent limits of liability as established by a Landlord risk assessment. Builder's Risk insurance shall be required for the full replacement value of the improvements and Tenant shall be a named insured as its interests may appear. Such contractor insurance shall insure the Landlord, its contractor, and the Tenant and its officers, officials, agents and employees against loss arising out of or in connection with activities, performed in furtherance of this agreement by the Landlord's contractor. Contractor's general and automobile liability insurance and other liability insurance as may be required shall include the Tenant and its officers, officials, agents and employees as an additional insured. The Landlord's contractor's insurance shall be primary to and not contributing with any insurance or self-insurance that may be carried by the Tenant.

13. **Additional Provisions.** Neither this Workletter nor any of the provisions contained in this Workletter may be changed or waived, except by a written instrument signed by both parties. To the extent any of the terms or conditions of this Workletter conflict with any of the terms or conditions of the Lease, this Workletter shall control.

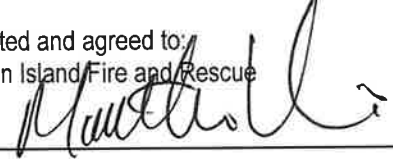
Accepted and agreed to:
KING COUNTY

By _____

Title Director, Facilities Management Division

Date _____

Accepted and agreed to:
Vashon Island Fire and Rescue

By  _____

Title Fire Chief

Date 6/24/24

Exhibit A-1
IMPROVED PREMISES
Page 1 of 2

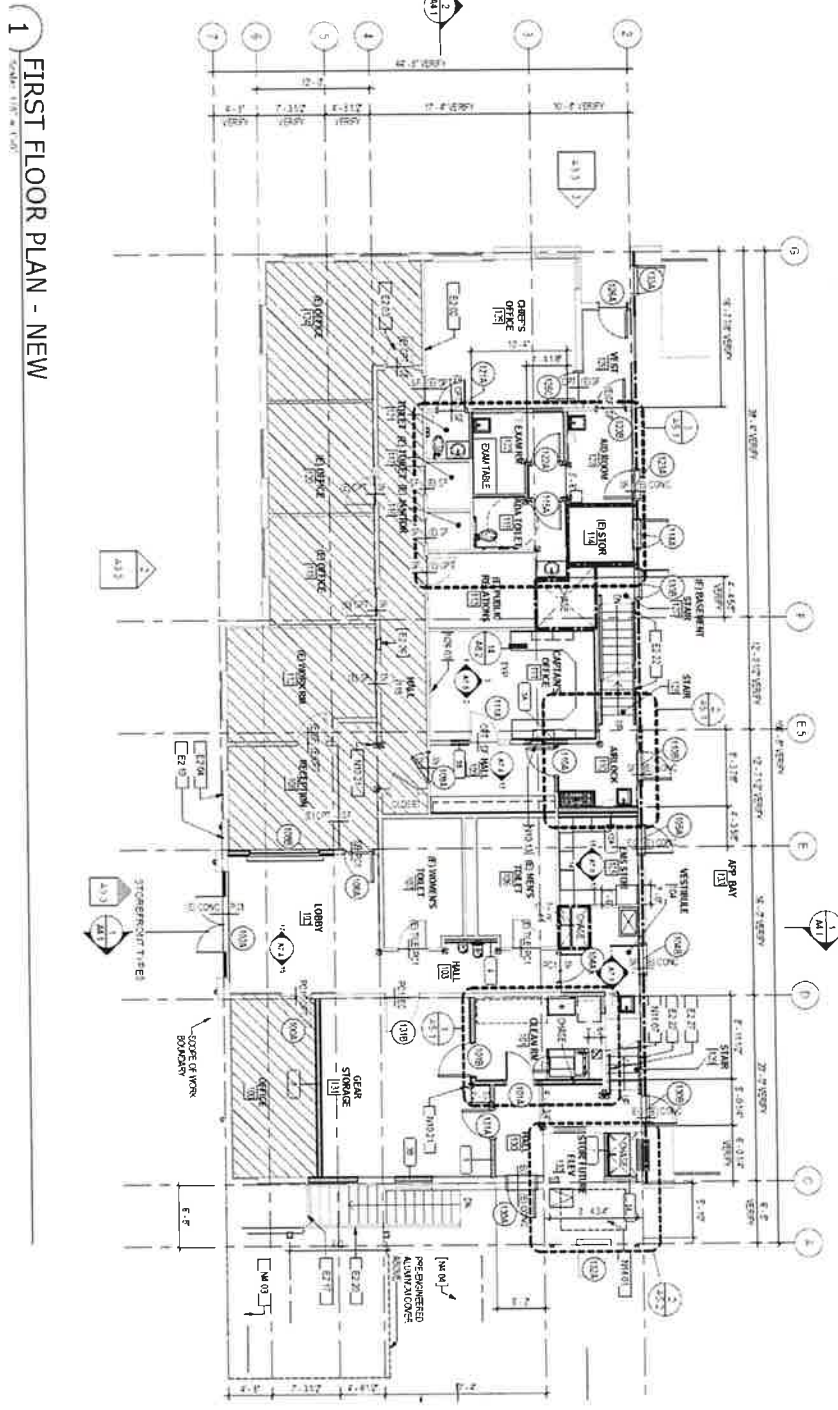


Exhibit A-1 IMPROVED PREMISES Page 2 of 2

2 SECOND FLOOR PLAN - NEW
Scale: 1/8" = 1'-0"

