



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19815

Proposed No. 2024-0239.2

Sponsors Mosqueda

1 AN ORDINANCE authorizing the execution of a new lease
2 to support the operation of the department of public health.

3 STATEMENT OF FACTS:

4 1. For the new lease from King County Fire District #2, located at 900
5 SW 146th Street, Burien, within council district eight, the facilities
6 management division determined that there was not an appropriate county-
7 owned option and successfully negotiated to lease space.

8 2. The lump sum payment referenced in the third recital of the lease is
9 consideration required of the landlord to enter into a new lease.

10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 SECTION 1. The executive is authorized to execute a new lease for the property
12 located at 900 SW 146th Street, Burien, with King County Fire District #2, substantially

Ordinance 19815

- 13 in the form of Attachment A to this ordinance, and to take all actions necessary to
- 14 implement the terms of the lease.

Ordinance 19815 was introduced on 8/20/2024 and passed by the Metropolitan King County Council on 9/10/2024, by the following vote:


Yes: 8 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Upthegrove and Zahilay
Excused: 1 - von Reichbauer

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Signed by:

E76CE01F07B14EF...
Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...
Melani Hay, Clerk of the Council

APPROVED this ____ day of 9/17/2024, _____.

Signed by:

4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. Lease Agreement

Ordinance 19815

ATTACHMENT A:

LEASE AGREEMENT

LEASE AGREEMENT

This LEASE AGREEMENT (“Lease”), dated June 1, 2024 (for reference purposes only), is made and entered into between KING COUNTY FIRE DISTRICT #2, a Washington municipal corporation (“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

1. The Parties to this Lease previously entered into that certain prior lease for Premises (as defined below) located at 900 SW 146th Street, Burien, Washington, which commenced June 1, 2016, and expired May 31, 2021 (“Prior Lease”). Since the Prior Lease expired, Tenant has remained in holdover status pursuant to Section 19 of the Prior Lease.

2. The Parties desire to enter into this new lease agreement with a five-year term and one option to extend the term for five years.

3. 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. The Tenant desires to pay Landlord a lump sum payment to compensate Landlord for the lack of annual increases to the rent during the holdover period.

AGREEMENT

1. Basic Lease Information

1.1 Lease Date: June 1, 2024 (for reference purposes only)

1.2 Landlord: King County Fire District #2

1.3 Tenant: King County

1.4 Building: The “Building” is a fire station situated on a portion of real property more particularly described in Exhibit A (“Real Property”), with an address of 900 SW 146th, Burien, Washington.

1.5 Premises: The area depicted on the attached Exhibit B containing approximately 740 rentable square feet of exclusive use space and other common areas and specifically consisting of: two (2) sleeping quarters; storage space; two (2) vehicle bays located within the fire station Building; exercise room; decontamination room; laundry room; and pharmaceutical storage (“Premises”).

1.6 Permitted Use: First-responder office and storage and/or any other related legally permitted use.

1.7 Initial Term: Five (5) years.

1.8 Extended Term: Five (5) years.

1.9 Lease Commencement Date: See Section 3.1

1.10 Rent Commencement Date: The Rent Commencement Date shall be the same as the Lease Commencement Date.

1.11 Expiration Date: See Section 3.1

1.12 Rent: Base Rent shall be One Thousand Two Hundred Fifty Eight Dollars and Eighty Two Cents (\$1,258.82) per month.

1.13 Security Deposit: None.

1.14 Landlord's Address for Notices:

King County Fire District #2
PO Box 66029
Burien, WA 98166
Attn: Chris Elwell, Chairman of the Board

And a copy to the following email address:
jasongay@king2fd.org

1.15 Tenant's Address for Notices:

King County
Attn: Real Estate Services
500 4thAve Suite 830
Seattle, WA 98104

And a copy to the following email address:
RES-LeaseAdmin@kingcounty.gov

Notwithstanding anything in Section 1.14 or this Section 1.15 to the contrary, a Party may provide notice by email 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.

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 for both genders; 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 (2) parking spaces in the employee parking lot.

3. Term.

3.1 Commencement Date. This Lease shall commence on the first day of the month following execution by both Parties ("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 shall expire five (5) years after the Commencement Date.

3.3 Extension Option. Provided Tenant is not in default under this Lease on the date this option is exercised and as of the last day of the Term, Tenant shall have the option to extend the initial Term for one (1) successive period of 60 months ("Extended Term"). This option to extend may be exercised by Tenant only 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 initial Term. Tenant's extension option shall apply to all of the Premises then leased by Tenant under this Lease. From and after the commencement of the 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 January 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.

If the CPI is discontinued, Landlord and Tenant will agree on a similar index to reflect consumer price increases.

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, 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 but shall not exceed three percent (3%) annually.

5.2 The Parties agree that during the period between the expiration of the Prior Lease on May 31, 2021, and the Commencement Date of this new Lease (the "Holdover Period"), Tenant paid holdover rent at a rate of \$1,152.00 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 what the Holdover Rent would have been had it increased each January 1st at a rate of three percent (3%) annually during the Holdover Period. The Parties agree that for the period of January 1, 2021 to December 31, 2021, the rent would have remained at \$1,152.00. For the period of January 1, 2022 to December 31, 2022, the amount due is \$414.72 (Based on a 3% maximum increase and June 2021 CPI-U Seattle of 5.5%). For the period of January 1, 2023 to December 31, 2023 the amount due is \$841.88 (Based on a 3% maximum increase and June 2022 CPI-U Seattle of 10.1%). For the period of January 1, 2024 to the Commencement Date the amount due is \$106.82 per month (Based on a 3% maximum increase and June 2023 CPI-U Seattle of 4.6%).

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; and (vi) sewer service. Tenant shall furnish its own telephone, internet, and cable 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 Lease, 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.

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

9. Maintenance and Repairs. Subject to Landlord's obligations under this Lease, Tenant shall be responsible for the maintenance and non-structural repairs to the interior of the Premises, which shall be maintained and repaired 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 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. Tenant shall provide Landlord with at least 60 days' notice of any proposed assignment or sublease and shall furnish all relevant details regarding the proposed assignee or sublessee.

11. Alterations and Improvements. 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 \$25,000 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, and (iv) do not require penetrations into the roof of the Building.

12. Damage and Destruction. In the event the Premises, Building, or both are destroyed or damaged by fire, earthquake, or other casualty so as to render the Premises, Building, or both, in Tenant's sole judgment, unfit for occupancy or Tenant's intended purpose, and the Landlord neglects or refuses to restore the Premises or Building to its former condition within ninety (90) days of such damage or destruction, Tenant may terminate this Lease 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 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 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 (excluding consequential damages such as lost profits) (collectively, "Claims") to the extent caused by the negligent acts or omissions of their respective agents, officers 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 each of the other Party's 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 shall be recoverable from the responsible party to the extent of that party's negligence. Neither Party shall be deemed to be an agent of other Party during the performance of this Lease.

15. Insurance.

15.1 Landlord acknowledges that Tenant, a home-rule charter county under the Constitution of the State of Washington, maintains a fully funded self-insurance program as defined in King County Code Chapter 2.21 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. 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.

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 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 for the Lease Term.

19. Holding Over. If Tenant remains in possession of the Premises after the expiration or termination of this Lease, 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, 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; 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 and Tenant, for themselves, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state and local laws applicable to the Property, including, without limitation, Chapter 49.60 RCW. Landlord and Tenant shall not discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, 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 Chapter 12.16, as now codified and as hereafter amended. Landlord and Tenant 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, King County Charter Section 840, 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 this Lease and may result in ineligibility for further agreements between the Parties.

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 following ten (10) business days’ notice from Landlord of the failure to pay.

B. Other Non-Monetary Defaults. The breach by Tenant of any agreement, term, or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease, 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 not be in default unless 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 and/or at law, terminate this Lease 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 standard prescribed in this Lease.

22. Remedies. Landlord shall have the following remedies upon an Event of Default. Landlord’s rights and remedies under this Lease 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. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, 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 for the balance of the Lease 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 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 or Tenant's name for the account of Tenant, 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, 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. 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 Attorneys' 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, 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.

24. Hazardous Material.

24.1 For purposes of this Lease, 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. § 9601 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, 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 there is no Hazardous Material on, in, or under the Premises or the Real Property as of the Commencement Date. If there is any Hazardous Material on, in, or under the Premises or the Real Property which has been or thereafter becomes released, 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 either during or after the Lease 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 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 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.

25. General.

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

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

25.5 Force Majeure. Time periods for either Party's performance under any provisions of this Lease (excluding payment of Rent) 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.

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

25.7 Addenda/Exhibits. The following Exhibits are made a part of this Lease. The terms of any Addendum to Lease and the Exhibits shall control over any inconsistent provision in the sections of this Lease:

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

25.8 **Counterparts.** This Lease may be executed in counterparts, each of which shall constitute an original and all of which constitute but one original.

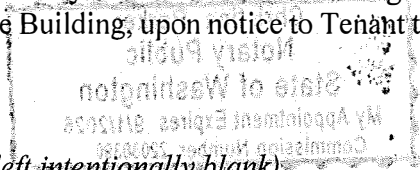
26. Early Termination. Tenant may unilaterally terminate this Lease based on Tenant's sole determination that demographic or jurisdictional changes, political decisions, or regional response needs necessitate a change in station location to ensure adequate delivery of EMS services. The right to early terminate under this Section 26 may be exercised by Tenant by giving Landlord written notice no more than twelve (12) months and no less than three (3) months prior to the early termination date. Tenant shall not be subject to any obligation under this Lease to pay any termination penalties.

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, Nondisturbance and Attornment. This Lease 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 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, lessor 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 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, 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").



(The remainder of this page is left intentionally blank)

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

LANDLORD:

KING COUNTY FIRE DISTRICT #2

By: *[Signature]*
Name: JASON GAY
Title: FIRE CHIEF KCFD#2
Date: 05/28/2024

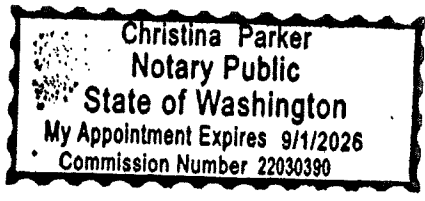
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that JASON GAY is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the FIRE CHIEF of KING COUNTY FIRE DISTRICT #2 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 28th day of MAY, 2024.

Notary Public *[Signature]*
Print Name CHRISTINA PARKER
My commission expires 09/01/2026

(Use this space for notarial stamp/seal)



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EXHIBIT A
Legal Description of Real Property

LOT A OF BURIEN LLA02-0352A REC #20020718900008
LOCATED IN NE 1/4 OF NE 1/4 OF NW 1/4

EXHIBIT B Diagram of Premises

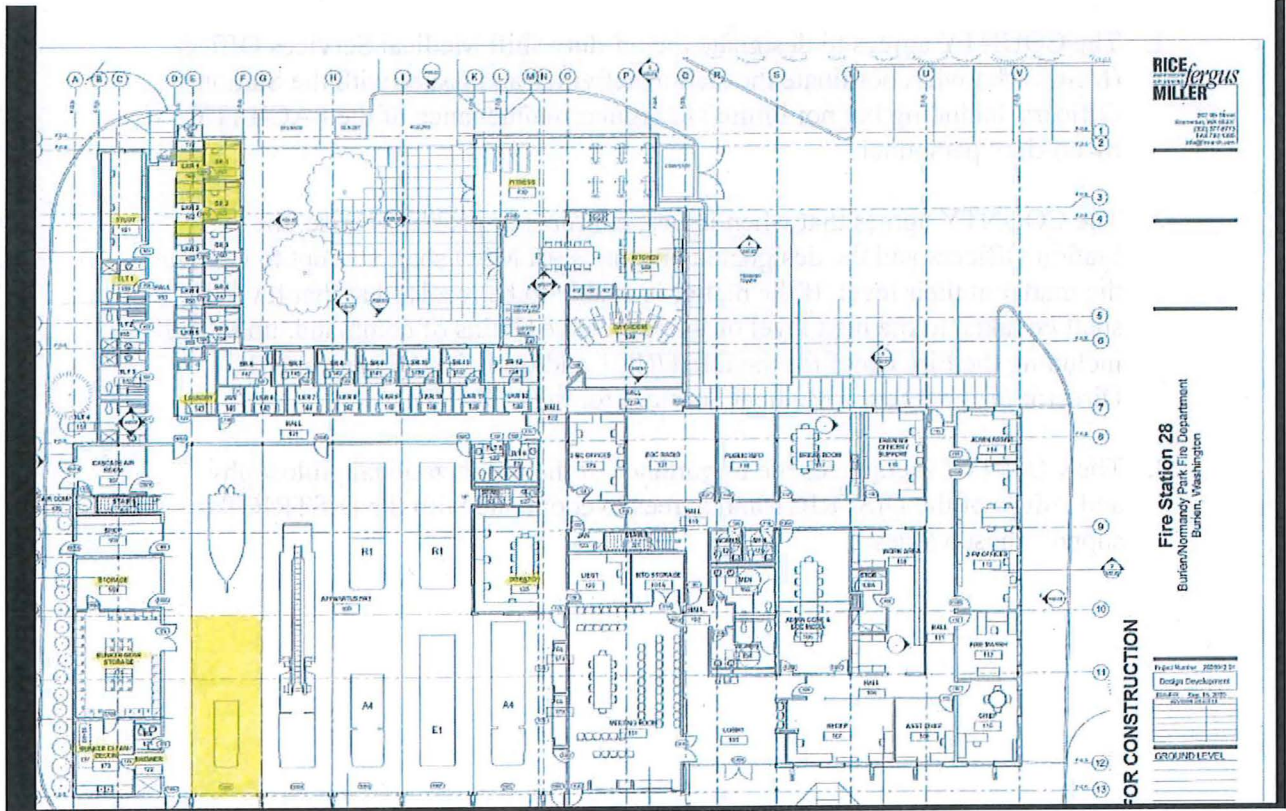


EXHIBIT C
SPECIAL CONDITIONS
INTERAGENCY COOPERATION

1. The 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 regular maintenance of the FACILITY by on-duty personnel.
2. The 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 the DISTRICT and/or their designee, and the Director of Emergency Medical Services for the COUNTY.
3. The COUNTY recognizes the importance of the organizational philosophy and values of the DISTRICT and agrees to cooperate with the DISTRICT 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
Fax: (206) 205-5070

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: KING COUNTY FIRE DISTRICT #2
FIRE CHIEF

By: _____

Name: JASON GAY

Name: _____

Date: 05/28/2024

Date: _____

10/10/2019 10:10:10 AM
10/10/2019 10:10:10 AM
10/10/2019 10:10:10 AM
10/10/2019 10:10:10 AM

Certificate Of Completion

| | |
|---|----------------------------|
| Envelope Id: C3E5CC17527D4E8190DEE5EDA944250E | Status: Completed |
| Subject: Complete with DocuSign: Ordinance 19815.docx, Ordinance 19815 Attachment A.pdf | |
| Source Envelope: | |
| Document Pages: 2 | Signatures: 3 |
| Supplemental Document Pages: 21 | Initials: 0 |
| Certificate Pages: 5 | Envelope Originator: |
| AutoNav: Enabled | Cherie Camp |
| Enveloped Stamping: Enabled | 401 5TH AVE |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | SEATTLE, WA 98104 |
| | Cherie.Camp@kingcounty.gov |
| | IP Address: 198.49.222.20 |

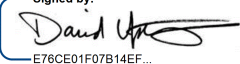
Record Tracking

| | | |
|--------------------------------------|----------------------------|--------------------|
| Status: Original | Holder: Cherie Camp | Location: DocuSign |
| 9/11/2024 11:57:28 AM | Cherie.Camp@kingcounty.gov | |
| Security Appliance Status: Connected | Pool: FedRamp | |
| Storage Appliance Status: Connected | Pool: King County-Council | Location: DocuSign |

Signer Events

Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
Security Level: Email, Account Authentication (None)

Signature

Signed by:

E76CE01F07B14EF...
Signature Adoption: Uploaded Signature Image
Using IP Address: 67.185.138.82


Timestamp

Sent: 9/11/2024 11:58:23 AM
Viewed: 9/11/2024 1:30:55 PM
Signed: 9/11/2024 1:31:05 PM

Electronic Record and Signature Disclosure:

Accepted: 9/11/2024 1:30:54 PM
ID: 50ea7b75-d52f-4f67-ab4a-46beef6732cd

Melani Hay
melani.hay@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

DocuSigned by:

8DE1BB375AD3422...
Signature Adoption: Pre-selected Style
Using IP Address: 198.49.222.20

Sent: 9/11/2024 1:31:07 PM
Viewed: 9/11/2024 1:32:22 PM
Signed: 9/11/2024 1:32:26 PM

Electronic Record and Signature Disclosure:

Accepted: 9/30/2022 11:27:12 AM
ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

Dow Constantine
Dow.Constantine@kingcounty.gov
King County Executive
Security Level: Email, Account Authentication (None)

Signed by:

4FBCAB8196AE4C6...
Signature Adoption: Uploaded Signature Image
Using IP Address: 146.129.84.156

Sent: 9/11/2024 1:32:28 PM
Viewed: 9/17/2024 9:30:19 AM
Signed: 9/17/2024 9:30:50 AM

Electronic Record and Signature Disclosure:

Accepted: 9/17/2024 9:30:19 AM
ID: fc85cffc-7e2b-499c-85ca-46faa5f2cf40

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |

| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
|------------------------------|--------|-----------|

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

Ames Kessler
akessler@kingcounty.gov
Executive Legislative Coordinator & Public Records
Officer
King County
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 9/11/2024 1:32:29 PM
Viewed: 9/11/2024 4:30:57 PM

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

| | | |
|---------------------|------------------|-----------------------|
| Envelope Sent | Hashed/Encrypted | 9/11/2024 11:58:23 AM |
| Certified Delivered | Security Checked | 9/17/2024 9:30:19 AM |
| Signing Complete | Security Checked | 9/17/2024 9:30:50 AM |
| Completed | Security Checked | 9/17/2024 9:30:50 AM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
|--|
|--|

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.