



King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Agenda Budget and Fiscal Management Committee

Councilmembers:

Rod Dembowski, Chair;

Jorge L. Barón, Vice Chair;

Claudia Balducci, Teresa Mosqueda, Sarah Perry, De'Sean Quinn, Girmay Zahilay

Lead Staff: April Sanders (206-263-3412)

Committee Clerk: Gabbi Williams (206-477-7470)

9:30 AM

Wednesday, July 23, 2025

Hybrid Meeting

Hybrid Meetings: Attend King County Council committee meetings in person in Council Chambers (Room 1001), 516 3rd Avenue in Seattle, or through remote access. Details on how to attend and/or provide comment remotely are listed below.

Pursuant to K.C.C. 1.24.035 A. and F., this meeting is also noticed as a meeting of the Metropolitan King County Council, whose agenda is limited to the committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to full council meetings.

HOW TO PROVIDE PUBLIC COMMENT: The Budget and Fiscal Management Committee values community input and looks forward to hearing from you on agenda items.

There are three ways to provide public comment:

1. In person: You may attend the meeting and provide comment in the Council Chambers.
2. By email: You may comment in writing on current agenda items by submitting your email comments to kcccomitt@kingcounty.gov. If your email is received by 8:00 a.m. on the day of the meeting, your email comments will be distributed to the committee members and appropriate staff prior to the meeting.
3. Remote attendance at the meeting by phone or computer (see "Connecting to the Webinar" below).

You may provide oral comment on current agenda items during the meeting's public comment period.



Sign language and interpreter services can be arranged given sufficient notice (206-848-0355).
TTY Number - TTY 711.
Council Chambers is equipped with a hearing loop, which provides a wireless signal that is picked up by a hearing aid when it is set to 'T' (Telecoil) setting.



You are not required to sign up in advance. Comments are limited to current agenda items.

You have the right to language access services at no cost to you. To request these services, please contact Language Access Coordinator, Tera Chea at 206 477 9259 or email tera.chea2@kingcounty.gov by 8:00 a.m. three business days prior to the meeting.

CONNECTING TO THE WEBINAR:

Webinar ID: 867 1228 9077

By computer using the Zoom application at <https://zoom.us/join> and the webinar ID above.

Via phone by calling 1 253 215 8782 and using the webinar ID above.

HOW TO WATCH/LISTEN TO THE MEETING REMOTELY: There are several ways to watch or listen in to the meeting:

- 1) Stream online via this link: <http://www.kingcounty.gov/kctv>, or input the link web address into your web browser.
- 2) Watch King County TV on Comcast Channel 22 and 322(HD) and Astound Broadband Channels 22 and 711(HD)
- 3) Listen to the meeting by telephone – See “Connecting to the Webinar” above.

To help us manage the meeting, if you do not wish to be called upon for public comment please use the Livestream or King County TV options listed above, if possible, to watch or listen to the meeting.

1. **Call to Order**

2. **Roll Call**

3. **Approval of Minutes** **p. 4**

July 9, 2025 meeting minutes

4. **Public Comment**

To show a PDF of the written materials for an agenda item, click on the agenda item below.



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Consent

5. [Proposed Ordinance No. 2025-0163](#) p. 8

AN ORDINANCE that adopts the Harborview Medical Center 2026 Capital Improvement Program Annual Budget for the year ending June 30, 2026, and makes appropriations for the capital improvements for the Harborview Medical Center.

Sponsors: Dembowski

Sam Porter, Council staff

Discussion and Possible Action

6. [Proposed Ordinance No. 2025-0165](#) p. 22

AN ORDINANCE relating to a capital improvement project; making a supplemental appropriation of \$51,819,000 to the county hospital capital fund; and amending the 2025 Annual Budget Ordinance, Ordinance 19861, Section 130, as amended, and Attachment A, as amended.

Sponsors: Dembowski

Sam Porter, Council staff

7. [Proposed Ordinance No. 2025-0124](#) p. 41

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

Sponsors: Dembowski

Olivia Brey, Council staff

Other Business

Adjournment



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Meeting Minutes Budget and Fiscal Management Committee

Councilmembers:

*Rod Dembowski, Chair;
Jorge L. Barón, Vice Chair;
Claudia Balducci, Teresa Mosqueda, Sarah Perry, De'Sean
Quinn, Girmay Zahilay*

*Lead Staff: April Sanders (206-263-3412)
Committee Clerk: Gabbi Williams (206-477-7470)*

9:30 AM

Wednesday, July 9, 2025

Hybrid Meeting

DRAFT MINUTES

1. **Call to Order**

Chair Dembowski called the meeting to order at 9:33 a.m.

2. **Roll Call**

Present: 7 - Balducci, Barón, Dembowski, Mosqueda, Perry, Quinn and Zahilay

3. **Approval of Minutes**

Councilmember Barón moved approval of the June 11, 2025 meeting minutes. There being no objections, the minutes were approved.

4. **Public Comment**

The following individuals were present to provide public comment:

*Hali Willis
Chloe Gale
Marta Kidane
Mercedes Sanchez
Simon Adriane Ellis
Erin Longchari
KayLee Jaech*

Discussion and Possible Action

5. [Proposed Ordinance No. 2025-0159](#)

AN ORDINANCE making a net supplemental appropriation of \$107,283,000 to various general fund agencies, a net supplemental appropriation of \$155,243,000 to various non-general fund agencies and a net supplemental appropriation of \$253,447,701 from various capital fund budgets; and amending the 2025 Annual Budget Ordinance, Ordinance 19861, Sections 6, 6, 16, 16, 18, 20, 20, 29, 32, 33, 35, 41, 42, 42, 45, 46, 47, 48, 49, 50, 51, 52, 54, 55, 64, 71, 71, 79, 79, 80, 83, 83 90, 90, 91, 91, 94, 97, 98, 103, 104, 107, 108, 109, 109, 110, 114, 114, 115, 115, 121, 121, 123, and 130, as amended, and Attachment A, as amended, and adding new section to Ordinance 19861.

April Sanders, Council staff, and Jeff Muhm, Chief Policy Officer, briefed the committee and answered questions from the members. Dwight Dively, Director, Office of Performance, Strategy, and Budget, also addressed the committee and answered questions for the members.

Councilmember Barón moved Striking Amendment S1. The Amendment was adopted. Councilmember Balducci moved Amendment 1 to Striking Amendment S1. The Amendment was adopted.

Councilmember Perry moved Amendment 2 to Striking Amendment S1. The Amendment was adopted.

Councilmember Barón moved Amendment 3 to Striking Amendment S1. The Amendment was adopted.

Councilmember Barón moved Amendment 4 to Striking Amendment S1. The Amendment was adopted.

Councilmember Balducci moved Amendment 5 to Striking Amendment S1. The Amendment was adopted.

Councilmember Barón moved Amendment 6 to Striking Amendment S1. The Amendment was adopted.

Councilmember Barón moved Amendment 7 to Striking Amendment S1. The Amendment was withdrawn.

Councilmember Barón moved Amendment 8 to Striking Amendment S1. The Amendment was adopted.

Title Amendment T1 was not offered.

Councilmember Barón moved Title Amendment T2. The Amendment was adopted.

This matter was expedited to the July 15, 2025 Council agenda.

A motion was made by Councilmember Barón that this Ordinance be Recommended Do Pass Substitute. The motion carried by the following vote:

Yes: 7 - Balducci, Barón, Dembowski, Mosqueda, Perry, Quinn and Zahilay

6. [Proposed Ordinance No. 2025-0158](#)

AN ORDINANCE amending Ordinance 19862, adopted by the council on November 19, 2024, which authorized the issuance of limited tax general obligation bonds of the county; and amending Ordinance 19862, Sections 1, 2, 4, 13, 17, and 19 and repealing Ordinance 19862, Attachment B.

April Sanders, Council staff, briefed the committee and answered questions from the members.

Councilmember Barón moved Amendment 1. The Amendment was adopted.

This matter was expedited to the July 15, 2025 Council agenda.

A motion was made by Councilmember Barón that this Ordinance be Recommended Do Pass Substitute Consent. The motion carried by the following vote:

Yes: 7 - Balducci, Barón, Dembowski, Mosqueda, Perry, Quinn and Zahilay

7. [Proposed Ordinance No. 2025-0169](#)

AN ORDINANCE imposing an additional sales and use tax of one-tenth of one percent, as authorized in Section 201, Chapter 350, Laws of Washington 2025 for criminal justice purposes; providing for the use of the sales and use tax proceeds for eligible expenditures; and adding a new section to K.C.C. chapter 4A.500.

Nick Bowman, Council staff, briefed the committee and answered questions from the members. Dwight Dively, Director, Office of Performance, Strategy, and Budget, also addressed the committee and answered questions from the members.

A motion was made by Councilmember Zahilay that this Ordinance be Recommended Do Pass. The motion carried by the following vote:

Yes: 6 - Balducci, Barón, Dembowski, Perry, Quinn and Zahilay

Excused: 1 - Mosqueda

8. [Proposed Ordinance No. 2025-0137](#)

AN ORDINANCE authorizing the issuance and sale of one or more series of junior lien sewer revenue bonds and multi-modal limited tax general obligation bonds (payable from sewer revenues) of the county in an aggregate principal amount not to exceed \$1,200,000,000 to provide funds for acquiring and constructing improvements to the sewer system and to pay the costs of issuing such bonds; authorizing the issuance and sale of one or more series of junior lien sewer revenue refunding bonds and multi-modal limited tax general obligation refunding bonds (payable from sewer revenues) of the county to refund outstanding obligations of the county payable from sewer revenues and to pay the costs of issuing such refunding bonds; reauthorizing the county's existing commercial paper notes issued for sewer system purposes, in the aggregate principal amount not to exceed \$250,000,000 outstanding at any time; pledging sewer revenues to pay the principal of and interest on junior lien sewer revenue bonds issued under this ordinance; pledging the annual levy of taxes and an additional pledge of sewer revenues to pay the principal of and interest on multi-modal limited tax general obligation bonds (payable from sewer revenues) issued under this ordinance; delegating authority to the county's Finance Director to approve the issuance and sale of junior lien sewer revenue bonds and multi-modal limited tax general obligation bonds (payable from sewer revenues) within specified parameters, to remarket and authorize the conversion of the interest rate mode of the bonds, to select one or more remarketing agents and/or commercial paper dealers and enter into, amend, extend or replace mode agreements, dealer agreements, credit enhancements, liquidity facilities, and related documents, as applicable; providing for the form, terms and covenants of the bonds issued under this ordinance; and provided for other matters relating thereto.

Andy Micklow, Council staff, briefed the committee. Carol Basile, Public Finance Officer, Finance and Business Operations Division, Department of Executive Services, Courtney Black, Chief Financial Officer, Wastewater Treatment Division, and Dwight Dively, Director, Office of Performance, Strategy and Budget Director, also addressed the committee and answered questions from the members.

This matter was expedited to the July 15, 2025 Council agenda.

A motion was made by Councilmember Barón that this Ordinance be Passed Out of Committee Without a Recommendation. The motion carried by the following vote:

Yes: 7 - Balducci, Barón, Dembowski, Mosqueda, Perry, Quinn and Zahilay

Other Business

There was no other business to come before the committee.

Adjournment

The meeting was adjourned at 12:16 p.m.

Approved this _____ day of _____

Clerk's Signature



King County

Metropolitan King County Council Budget and Fiscal Management Committee

STAFF REPORT

Agenda Item:	5	Name:	Sam Porter
Proposed No.:	2025-0163	Date:	July 23, 2025

SUBJECT

Proposed Ordinance 2025-0163 would adopt the 2026 Capital Improvement Program (CIP) for Harborview Medical Center (HMC) for the year ending June 30, 2026, and appropriate approximately \$31.2 million to the Harborview Repair and Replacement Fund (3961).

SUMMARY

Under the Hospital Services Agreement between King County, HMC, and the University of Washington (UW), which was extended in 2016, King County approves the CIP annually on the UW's fiscal year which runs from July to June. The Proposed Ordinance would appropriate approximately \$31.2 million of UW-HMC operating revenue to the Harborview Repair and Replacement Fund. No county moneys are associated with this request.

Some of the projects proposed for 2026 include the 3T MRI expansion in the 9th & Jefferson Building, renovations to Harborview's entryway, lobby, replacement of end-of-life equipment, upgrades to the nurse call system and adding capabilities to support virtual nursing in the future, and other renovations, upgrades, and maintenance projects throughout the Harborview campus.

BACKGROUND

Harborview is a 413-bed hospital and trauma center that serves Washington, Alaska, Montana, and Idaho. It is the only Level 1 trauma center serving these states. The hospital is owned by King County, governed by a 13-member county-appointed Board of Trustees, and operated by the UW. The UW assumed responsibility for operating HMC in the late 1960s. The UW, as an entity of the State of Washington, operates on the state's fiscal year from July 1 – June 30. Under the Hospital Services Agreement (HSA), the parties have agreed to work together to try to get the CIP approved as close to July 1 as possible.

In 2016, the County authorized an extension of the HSA until 2045 if both parties execute the allowable extensions.¹ Under the HSA, the CIP is approved by the Council each year and the County will manage projects that exceed \$7,187,000.² Table 1 below provides appropriation amounts for past HMC CIP budgets.

**Table 1.
Prior Year HMC CIP Appropriations**

Fiscal Year	Ordinance	Appropriation
2025	19803	\$29,217,684
2024	19658	\$3,545,938
2023	19526	\$4,777,955
2022	19323	\$79,420,714
2021	19163	\$21,268,000
2020	18964	\$14,400,000
2019	18794	\$12,400,000
2018	18582	\$23,100,000
2017	18397	\$10,100,000

ANALYSIS

Proposed Ordinance 2025-0163 would approve a net appropriation of \$31.2 million of HMC operating funds to the Harborview Building Repair and Replacement Fund. The proposed budget was approved by the Harborview Capital Projects Oversight Committee on February 14, 2025, and by the Board of Trustees on June 6, 2026. All projects are revenue backed by HMC operating funds; no county moneys are associated with the request. Table 2 provides a list of all projects included in the budget request along with a description of each project.

¹ Ordinance 18232, enacted February 12, 2016

² Section 3.1.9 of the HMC HSA states that the University is responsible for managing projects not to exceed five-million dollars per year increased annually by the Consumer Price Index for that year.

Table 2.
Appropriations and Disappropriations Proposed for HMC CIP Fiscal Year 2026

Project Name	Tech Adjust	Appropriation / Disappropriation	Project Narrative Provided by Executive Staff
Ninth and Jefferson (NJB) Building 3T MRI Expansion	No	\$7,212,000 ³	<p>A 3T MRI generates a magnetic field twice as strong as a normal MRI and provides more detailed images in less time.⁴ The 3T MRI would allow for the expansion of neurotherapeutics for Alzheimer's patients at Harborview. This project would also allow outpatient MRIs to be provided separately from inpatient, thereby increasing capacity, throughput, and improve patient experience. This proposal would pay for construction costs associated with the 3T MRI expansion.</p> <p>The project exceeds the HSA threshold described in the background section of this staff report and will be managed by the county.</p>
FMD Facility Maintenance Project	No	\$6,000,000	Construction costs related to planned and general facility upkeep, maintenance of the facility, and any unforeseen costs. This funding is for emergency projects that arise and smaller scale projects that can be capitalized.
HMC Entryway and Lobby Renovations	No	\$4,000,000	<p>This project would pay for construction associated with updating the Hospital's entryways and lobbies. Security protocols have evolved and, "lobby upgrades are essential to enhance functionality, modernize the environment, and create a seamless, safe, and welcoming experience for all who enter."</p> <p>This project includes updating the door configurations, exterior canopy fixes, security layout, and signage at the 9th & Jefferson Building. Other entryways contemplated for this allocation include the 8th Avenue Lobby, Emergency Department, and Maleng Building.</p>
7th Floor of the NJB 8-10 Eye Lanes	No	\$3,750,000	This project would pay for construction costs from renovating non-clinical space to create additional clinical space for increased access to outpatient eye care. There are currently long wait times and challenges to access for these services due to the amount of clinical space available.

³ This project exceeds the HSA threshold for county management and will be managed by the county.

⁴ The Radiology Clinic - Montgomery County Maryland, The Benefits of the 3T MRI.
<https://theradclinic.com/the-benefits-of-the-3t-mri/>

Project Name	Tech Adjust	Appropriation / Disappropriation	Project Narrative Provided by Executive Staff
Roche Analyzer Implementation	No	\$2,700,000	This project would pay for construction costs associated with replacing the Roche Analyzer lab testing equipment that has reached end-of-life in the chemistry lab. This project would also install updated automation equipment with new chemistry analyzers and heat extractors within the lab. The project is occurring simultaneously at other UW Medicine sites
Angio-3 Biplane	No	\$1,750,000	This project would pay for the replacement of the Angio-3 Biplane in the cardiac catheterization lab. In 2024, Executive staff stated that the "cardiac catheterization lab is a specialized procedural area at HMC where minimally invasive tests and advanced cardiac procedures occur to diagnose and treat cardiovascular disease."
Angio-4 Biplane	No	\$1,750,000	This project would pay for the replacement of the Angio-3 Biplane in the cardiac catheterization lab. In 2024, Executive staff stated that the "cardiac catheterization lab is a specialized procedural area at HMC where minimally invasive tests and advanced cardiac procedures occur to diagnose and treat cardiovascular disease."
Virtual Nursing Upgrades	No	\$1,500,000	This project would pay for the construction costs associated with adding capabilities to support virtual nursing. As we are updating the nurse call system, we are adding additional capabilities to support the adoption of virtual nursing in the future. Executive staff indicate that virtual nursing provides a variety of complements to patient care in which a virtual Harborview nurse can communicate with the patient and bedside team and assist with medication reconciliation, admission, discharge planning, and preprocedural reviews.
8 th Floor of the Maleng Building Renovation	No	\$1,250,000	This project would pay for the construction associated with updating 8 th Floor of the Maleng Building to renovate space vacated by the ICU, which is moving to the 7 th floor. This newly renovated space would support infusion and endoscopy services.
1 st Floor of the East Hospital Renovation	No	\$1,250,000	This renovation would include refreshing the space to allow for the cohosting of patients on observation.

Project Name	Tech Adjust	Appropriation / Disappropriation	Project Narrative Provided by Executive Staff
Nurse Call System Replacement	Yes	\$1,000,000	Construction costs associated with the continuation of the same project that was funded last year (\$1M in FY25) to upgrade the existing nurse call system to improve safety and communication. This multi-year project will replace the call system being in more patient rooms each year and will take multiple years to complete the entire hospital. There is no scope change to what was requested last year and no increases per room outside of the usual cost inflation as the project continues.
NJB MRI 1.5T Upgrade	No	\$1,000,000	This would pay for construction costs associated with upgrading the MRI 1.5T. The current scanner was installed in 2009 and requires significant time per scan to meet the current imaging standards necessary for diagnostics. This project will involve a complete upgrade replacing all of the major components of the scanner to bring the equipment up to current specifications and extend the useful life of this scanner another 8-10 years.
5 th Floor of the NJB Mammography	No	\$500,000	This would pay for construction costs associated with adding a mammography machine. Renovating space dedicated to mammography will allow Harborview to provide same-day access to screen patients.
Head PET CT	No	\$500,000	The construction costs associated with adding a PET CT. This new equipment will support PET CTs for Alzheimer's patients at Harborview and avoid sending them to UWMC for this service.
Ground Floor of Center Tower Renovation	No	\$400,000	This would pay construction costs associated with updating ground floor of Center Tower. This project would refresh space for use by the cardiac ECHO program.
A1 Angio: 11 st Floor of the West Hospital Angio 1 Upgrade	Yes	\$250,000	The request is for an additional \$250,000 to cover construction cost increases due to schedule duration, associated fees, and the complexity of the environment inside the Emergency Department.
X-Ray Room Fluoro	No	\$250,000	These three x-ray room related projects would pay for the construction costs associated with aging X-ray rooms to upgrade end-of-life equipment. These three projects are anticipated to require minimal construction.
X-Ray Room Main Radiology Department	No	\$250,000	
X-Ray Room 5 th Floor of the NJB	No	\$250,000	
9 th & Jefferson Building Loading Dock Roll-Up Door	Yes	(\$9,514)	Closing out a completed project.
X-Ray Room Replacement	Yes	(\$170,000)	Closing out a completed project.
7EH (7th Floor of the East Hospital) Telemetry	Yes	(\$500,000)	Closing out a completed project.

Project Name	Tech Adjust	Appropriation / Disappropriation	Project Narrative Provided by Executive Staff
2EH (2 nd Floor of the East Hospital) Improvements	Yes	(\$3,900,000)	Closing out a completed project.
GRAND TOTAL PROPOSED		\$31,232,486	

Council legal counsel has reviewed the Proposed Ordinance.

ATTACHMENTS

1. Proposed Ordinance 2025-0163 (and its attachment)
2. Transmittal Letter
3. Fiscal Note



KING COUNTY
Signature Report

ATTACHMENT 1
1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Ordinance

Proposed No. 2025-0163.1

Sponsors Dembowski

1 AN ORDINANCE that adopts the Harborview Medical
2 Center 2026 Capital Improvement Program Annual Budget
3 for the year ending June 30, 2026, and makes
4 appropriations for the capital improvements for the
5 Harborview Medical Center.

6 STATEMENT OF FACTS:

7 1. The Hospital Services Agreement between the Harborview Medical
8 Center, the University of Washington, and King County dated February
9 25, 2016, establishes a process for the development of the annual capital
10 improvement budget for the medical center.

11 2. Consistent with that agreement, the Harborview building repair and
12 replacement budget for the year ending June 30, 2026, is proposed for
13 King County council adoption following the recommendations of the
14 capital project oversight committee in February 2025 and the approval of
15 the 2026 budget by the Harborview Board of Trustees in April 2025.

16 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

17 SECTION 1. The 2026 Annual Budget for the year ending June 30, 2026, for the
18 Harborview Medical Center capital improvement budget is proposed and, subject to the
19 provisions hereinafter set forth and the several amounts hereinafter specified or so much
20 thereof as shall be sufficient to accomplish the purposes designated, appropriations are

hereby authorized to be distributed for salaries, wages and other expenses of the Harborview Medical Center building repair and replacement fund, for capital improvements, and for other specified purposes.

SECTION 2. CAPITAL IMPROVEMENT PROGRAM - The capital budget and program for 2026 through 2031 is incorporated as Attachment A to this ordinance. The executive is hereby authorized to execute any utility easements, bill of sale or related documents necessary for the provision of utility services to the capital projects described in Attachment A to this ordinance, but only if the documents are reviewed and approved by the real estate services section of the facilities management division and the prosecuting attorney's office. Consistent with the Growth Management Act, Attachment A to this ordinance was reviewed and evaluated according to the King County Comprehensive Plan.

From the Harborview building repair and replacement fund there are hereby appropriated and authorized to be disbursed the following amounts for the specific projects identified in Attachment A to this ordinance.

Fund	Fund Name	2026
3961	HARBORVIEW BUILDING REPAIR & REPLACEMENT FUND	\$31,232,486

SECTION 3. If any provision of this ordinance or its application to any person or

- 39 circumstance is held invalid, the remainder of the ordinance or the application of the
40 provision to other persons or circumstances is not affected.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Girmay Zahilay, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, ____.

Shannon Braddock, County Executive

Attachments: A. HMC FY-26 Annual Budget - Agency Proposed

Ordinance Attachment by Fund

Budget: HMC FY-26 Annual Budget, Scenario: Agency Proposed, Agency: Facilities Mgmt, Fund: 3961 HARBORVIEW MEDICAL CENTER REPAIR AND REPLACEMENT, Cap Status: All, Is IT Proj? No

HMC FY-26 Annual Budget - Agency Proposed

3961 HARBORVIEW MEDICAL CENTER REPAIR AND REPLACEMENT										
Project Number	Project Name Class Code	Tech Adj	IT Proj	FY25	FY26	FY27	FY28	FY29	FY30	Total 6-Year Budget
1138145	DES FMD HMC NJB LOADING DOCK ROLL-UP DOOR	✓		\$0	(\$9,514)	\$0	\$0	\$0	\$0	(\$9,514)
1147614	DES FMD HMC A1 ANGIO:1WH ANGIO 1 UPGRADE STANDALONE	✓		\$0	\$250,000	\$0	\$0	\$0	\$0	\$250,000
1147615	DES FMD HMC NURSE CALL REPLACEMENT STANDALONE	✓		\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
1147616	DES FMD HMC 2EH IMPROVEMENTS STANDALONE	✓		\$0	(\$3,900,000)	\$0	\$0	\$0	\$0	(\$3,900,000)
1147619	DES FMD HMC 7EH TELEMETRY STANDALONE	✓		\$0	(\$500,000)	\$0	\$0	\$0	\$0	(\$500,000)
1147620	DES FMD HMC X-RAY ROOM REPLACEMENT STANDALONE	✓		\$0	(\$170,000)	\$0	\$0	\$0	\$0	(\$170,000)
1150160	DES FMD HMC ANGIO-3 BI PLANE STANDALONE			\$0	\$1,750,000	\$0	\$0	\$0	\$0	\$1,750,000
1150161	DES FMD HMC ANGIO-4 BI PLANE STANDALONE			\$0	\$1,750,000	\$0	\$0	\$0	\$0	\$1,750,000
1150162	DES FMD HMC NJB MRI 1.5T UPGRADE STANDALONE			\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
1150163	DES FMD HMC X-RAY ROOM-FLUORO STANDALONE			\$0	\$250,000	\$0	\$0	\$0	\$0	\$250,000
1150164	DES FMD HMC X-RAY ROOM-5NJB A STANDALONE			\$0	\$250,000	\$0	\$0	\$0	\$0	\$250,000
1150165	DES FMD HMC X-RAY ROOM-MAIN RAD.DEPT. STANDALONE			\$0	\$250,000	\$0	\$0	\$0	\$0	\$250,000
1150166	DES FMD HMC 3NJB 3T- MRI STANDALONE			\$0	\$7,212,000	\$0	\$0	\$0	\$0	\$7,212,000
1150167	DES FMD HMC VIRTUAL NURSING UPGRADES STANDALONE			\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$1,500,000

Ordinance Attachment by Fund

Budget: HMC FY-26 Annual Budget, Scenario: Agency Proposed, Agency: Facilities Mgmt, Fund: 3961 HARBORVIEW MEDICAL CENTER REPAIR AND REPLACEMENT, Cap Status: All, Is IT Proj? No

HMC FY-26 Annual Budget - Agency Proposed

1150168	DES FMD HMC ROCHE ANALYZER IMPLEMENTATION STANDALONE			\$0	\$2,700,000	\$0	\$0	\$0	\$0	\$2,700,000
1150169	DES FMD HMC 7NJB 8-10 EYE LANES STANDALONE			\$0	\$3,750,000	\$0	\$0	\$0	\$0	\$3,750,000
1150170	DES FMD HMC 5NJB MAMMOGRAPHY STANDALONE			\$0	\$500,000	\$0	\$0	\$0	\$0	\$500,000
1150171	DES FMD HMC HEAD PET CT STANDALONE			\$0	\$500,000	\$0	\$0	\$0	\$0	\$500,000
1150172	DES FMD HMC 8MB RENOVATION STANDALONE			\$0	\$1,250,000	\$0	\$0	\$0	\$0	\$1,250,000
1150173	DES FMD HMC GCT RENOVATION STANDALONE			\$0	\$400,000	\$0	\$0	\$0	\$0	\$400,000
1150174	DES FMD HMC 1EH RENOVATION STANDALONE			\$0	\$1,250,000	\$0	\$0	\$0	\$0	\$1,250,000
1150175	DES FMD HMC ENTRY WAY/LOBBY RENOVATIONS STANDALONE			\$0	\$4,000,000	\$0	\$0	\$0	\$0	\$4,000,000
1150176	DES FMD FACILITY MAINTENANCE PROJECTS FY26 STANDALONE			\$0	\$6,000,000	\$0	\$0	\$0	\$0	\$6,000,000
1150177	DES FMD HMC X-RAY ROOM-5NJB B STANDALONE			\$0	\$250,000	\$0	\$0	\$0	\$0	\$250,000
3961 - HARBORVIEW MEDICAL CENTER REPAIR AND REPLACEMENT		Total		\$0	\$31,232,486	\$0	\$0	\$0	\$0	\$31,232,486
Grand Total				\$0	\$31,232,486	\$0	\$0	\$0	\$0	\$31,232,486



King County

Shannon Braddock

King County Executive

401 Fifth Avenue, Suite 800
Seattle, WA 98104

206-296-9600 Fax 206-296-0194

TTY Relay: 711

www.kingcounty.gov

June 3, 2025

The Honorable Girmay Zahilay
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Zahilay:

This letter transmits a proposed Ordinance that, if enacted, would approve the fiscal year 2026 Harborview Medical Center (HMC) capital program annual budget. The proposed \$31.2 million of projects to improve service delivery and maintain facility infrastructure projects proposed are supported using transfers from the HMC operating fund, rather than voter approved bond financing.

Each year, the Harborview Board of Trustees recommends an annual budget which is submitted to the King County Executive for review prior to transmittal to the King County Council. Compared to prior annual budgets, the proposed amount is lower than usual. This is due to a focus on previously approved projects that were delayed, in part, due to the COVID-19 impacts on project implementation.

Thank you for your consideration of this standalone appropriation proposed Ordinance.

If you have any questions, please contact Anthony Wright, Director, Harborview Construction and Infrastructure, at 206-477-9352.

The Honorable Girmay Zahilay

June 3, 2025

Page 2

Sincerely,

A handwritten signature in black ink, appearing to read 'Shannon Braddock', written over a horizontal line.

for

Shannon Braddock

King County Executive

cc: King County Councilmembers

ATTN: Stephanie Cirkovich, Chief of Staff, King County Council

Melani Hay, Clerk of the Council

Karan Gill, Deputy Executive, Chief of Staff, Office of the Executive

Dwight Dively, Director, Office of Performance, Strategy and Budget

Stephanie Pure, Council Relations Director, Office of the Executive

Lorraine Patterson-Harris, County Administrative Officer, Department of Executive
Services (DES)

Sommer Kleweno-Walley, Executive Director, Harborview Medical Center

2026 FISCAL NOTE**Ordinance/Motion:**

Title: FY-2026 Harborview Medical Center Annual Budget

Affected Agency and/or Agencies: Harborview Medical Center and DES-Facilities Management Division

Note Prepared By: Li Fang Yu (DES-FMD)

Date Prepared: 4/29/2025

Note Reviewed By: Marina Sebright & Christopher McGowan (PSB)

Date Reviewed: 4/30/2025

Description of request:

This proposed ordinance proposes the King County budget for the Harborview Medical Center capital project budget scope for FY-2026. Of the \$31.2 million proposed budget, there is \$1.2 million of additional project work carrying over from FY-25, representing technical adjustments, and \$34.5 million for new capital projects. The total of completed projects is \$4.5 million.

Revenue to:

Agency	Fund Code	Revenue Source	FY-2026	FY-2027	FY-2028
Harborview Medical Center Building Repair and Replacement Fund	3961	HMC Operating Fund Transfer	31,232,486		
TOTAL			31,232,486	0	0

Expenditures from:

Agency	Fund Code	Department	FY-2026	FY-2027	FY-2028
DES-FMD	3961	DES-FMD	31,232,486		
TOTAL			31,232,486	0	0

Expenditures by Categories

	FY-2026	FY-2027	FY-2028
Proposed capital project technical adjustments	1,250,000		
Proposed new capital project budget	34,562,000		
Proposed capital project technical adjustments (Project Completed)	(4,579,514)		
TOTAL	31,232,486	0	0

Does this legislation require a budget supplemental? Yes**Notes and Assumptions:**

These proposed project budgets have project scope separate from the project scopes outlined in the 2020 Harborview Medical Center voter approved bond.



King County

Metropolitan King County Council Budget and Fiscal Management Committee

STAFF REPORT

Agenda Item:	6	Name:	Sam Porter
Proposed No.:	2025-0165	Date:	July 23, 2025

SUBJECT

Proposed Ordinance 2025-0165 would make a supplemental appropriation of \$51,819,000 to the County Hospital Capital Fund and correct the title of the Fund in the 2025 budget.

SUMMARY

The Proposed Ordinance would appropriate \$51,819,000 to the County Hospital Capital Fund to pay for projects at Harborview Medical Center (HMC) over six years. The Executive indicates that these projects are intended to be paid for with the portion of the County Hospital Levy revenue dedicated to major infrastructure improvements.¹ Projects proposed to be funded through this appropriation were developed in collaboration with HMC and UW Medicine staff.² Attachment A to the Proposed Ordinance outlines all proposed projects which include replacement of essential equipment that is either failing or beyond end of life, replacement and modernization of HVAC control systems, and purchasing the Duncan Building located at 315 2nd Avenue to serve as the future location of the Pioneer Square Public Health Clinic.

BACKGROUND

HMC serves as the Level 1 trauma center for the four-state region of Washington, Alaska, Idaho, and Montana. HMC prioritizes serving the non-English-speaking poor, the uninsured and underinsured, people who experience domestic violence or sexual assault, incarcerated people in King County's jails, people with behavioral health illnesses, particularly those treated involuntarily, people with sexually transmitted diseases, and individuals who require specialized emergency care, trauma care, and

¹ In the 2025 budget (Ordinance 19861), this includes the \$19M in County Hospital Levy Expenditure Restriction 1.

² Letter from Sommer Kleweno Walley, CEO, Harborview Medical Center, providing input on the proposed appropriation is Attachment 5 to this staff report. Page 2 of the letter specifically references the capital infrastructure projects.

severe burn care. HMC is owned by King County, governed by a 13-member County-appointed Board of Trustees, and operated by the University of Washington Medicine (UW Medicine).

In 2024, King County imposed ten cents of an additional property tax authorized under RCW 36.62.090 for the operation, maintenance, and capital expenses of the hospital, and any outpatient clinics operated by the hospital.³ This funding was designated in the 2025 budget to pay for major maintenance, repair and replacement, or capital projects at HMC, additional funding to support the HMC 2020 Prop 1 Bond capital program, Harborview operations, and staff support for the HMC Board and King County Executive's office to monitor the Hospital Services Agreement between the County and UW Medicine.⁴ Ordinance 19850 established the County Hospital Capital Fund, which was created to account for "alternative revenue" to pay for projects associated with, but not funded by, the Harborview 2020 Prop 1 bond program.

ANALYSIS

Proposed Ordinance 2025-0165 would make a supplemental appropriation of \$51,819,000 to the County Hospital Capital Fund to be paid for with County Hospital Levy (CHL) revenue. In the 2025 budget, Expenditure Restriction 1 was made to the CHL appropriation unit to restrict \$19 million of the CHL appropriation to pay for, "major maintenance, or repair and replacement, capital projects" and should not be expended or encumbered until UW Medicine provides input to the executive on a capital spending plan to ensure effective alignment with hospital operations. In April 2025, HMC CEO, Sommer Kleweno Walley provided input on the capital spending plan on behalf of UW Medicine. This letter is Attachment 5 to this staff report.

Executive staff indicate that King County and UW Medicine, "engaged in an iterative, collaborative process that spanned more than five months. Regular meetings were held to support budget conversations, including biweekly Financial Planning meetings in which project details were discussed by King County and Harborview Medical Center (HMC) facilities and budget staff. These were informed by ongoing project management and construction coordination between Harborview and the County. The projects contained within this proposal were prioritized by Harborview Medical Center as part of a prioritization and risk analysis exercise, completed in coordination with King County facilities management in January 2025."

³ Ordinance 19887

⁴ Ordinance 19861

Attachment A to the Proposed Ordinance outlines six capital projects that would be paid over six years as summarized in Table 1.

Table 1.

Proposed Projects Funded through Proposed Ordinance 2025-0165

Project Name	Timeline	Allocation	Project Narrative Provided by Executive Staff
CT Scanners 3 and 4 Auxiliary Loop Replacement – West Hospital (Project No. 1149290)	Anticipated completion in 2027.	\$13,890,000	CT scanners require a cooling system to prevent overheating of the electronic components which generates a large amount of heat during operation. The cooling towers serving the imaging equipment in HMC's West Hospital are beyond end of life and need to be replaced. Failure could mean large impacts to the operation of the imaging rooms that depend on these cooling towers for their cooling equipment. The proposed appropriation is anticipated to support all spending (staffing, construction, materials, etc.) during all phases of the auxiliary loop cooling tower replacement project including design, implementation, and closeout through anticipated completion in 2027.
HVAC Controls Replacement (Project No. 1149291)	Appropriation for the first six years of a 10 year project.	\$21,960,000	HVAC in HMC serves as not only the Heating, Ventilation, and Air Conditioning system but also infection control through air filtration, airflow management, and humidity control. This project would pay for the incremental replacement and modernization of individual systems across several building throughout Harborview's campus. The first priority scope in 2025 is replacing the outdated Siemens Integrators in West Hospital and West Clinic. This will bring those systems fully onto the current building standard control system of Johnson Controls and eliminate a point of failure and modernize the controls components. The project is anticipated to last for 10 years and this appropriation would cover the first six years of work.
Ninth & Jefferson Major Heating Valve Replacement (Project No. 1149292)	Anticipated completion in 2025.	\$825,000	This project would replace all major isolation valves in the heating system of the Ninth & Jefferson Building, for a total of 40 valves. This work must be completed before the heating tube bundle is replaced (Project No. 1149293).

Project Name	Timeline	Allocation	Project Narrative Provided by Executive Staff
Ninth & Jefferson Major Heating Tube Bundle Replacement (Project No. 1149293)	Anticipated completion in 2025.	\$313,000	This project would replace one of the heating tube bundles in the 4 th floor mechanical room of the Ninth & Jefferson Building is no longer operational and needs replacement. The building has been getting by with the use of the other heating bundle, which can cause capacity issues as well as increased risk if the other heating tub bundle fails. The isolation valves need to be replaced prior to this work (Project No. 1149292).
New Pioneer Square Clinic Location (Project No. 1149294)	Purchase 2025, planning and design 2026-2027.	\$7,500,000	This allocation would fund the purchase of the Duncan Building (315 2nd Avenue) which is 0.1 miles from the existing clinic. This amount would purchase the building and pay for design and renovation. Additional detail about this project is later in this staff report.
Subbasement Steam Valves (Project No. 1149618)	9 months from funds becoming available	\$7,331,000	This project would replace several elements of the steam system in the mechanical level of the sub-basement. This would provide: <ul style="list-style-type: none"> - new steam isolation valves - allowance for a construction phasing approach for replacement of steam Pressure Reducing Valve stations - allowance for methods to maintain uninterrupted steam service to the Hospital, and - allowance to test piping insulation for asbestos and abatement.
GRAND TOTAL PROPOSED		\$51,819,000	

County Hospital Levy Annual Issuance. The County Hospital Levy is required to be reauthorized annually by ordinance. The proposed ordinance assumes at least some CHL tax revenue will be authorized through 2030. Table 2 outlines the portion of the CHL tax that would need to be levied through 2030 to support the continuation of the capital projects included in Proposed Ordinance 2025-0165. Table 2 does not include additional money that may be needed to complete all of these projects, such as the Duncan Building discussed in the next section of this staff report. However, if the CHL is not issued in years 2026 through 2030, Executive staff indicate that the Harborview bond program staff would work with Harborview to determine how the projects could be discontinued, delayed, or an alternative fund source could be identified, such as General Fund.

Table 2.
County Hospital Levy Cents Necessary to Support Proposed Projects

	2025	2026	2027	2028	2029	2030
Projected cents of CHL tax needed annually for projects identified in PO 2025-0165	2.2	1.9	0.8	0.4	0.4	0.1
Estimated amount needed annually for projects identified in PO 2025-0165	\$19M	\$16.7M	\$7.3M	\$3.8M	\$3.8M	\$1.1M

New Pioneer Square Clinic Location. The Pioneer Square Clinic provides outpatient physical and mental health services and is an HMC facility as defined in Exhibit 1 of the Hospital Services Agreement. The existing Pioneer Square Clinic building is aging and in need of upgrades and renovations to improve efficiency, safety, and patient experience. In the fall of 2024, rough estimates provided by FMD indicated that the cost to renovate was projected to be \$32 million whereas purchasing a new building and making tenant improvements would cost \$22.2 million. Executive staff stated in July 2025 that the existing clinic has been, “determined to be wholly inadequate for serving the population in size and array and cannot be expanded at the [existing] location.” Subsequently, the Executive has entered into a Purchase and Sale Agreement (PSA) for a new building to house the Pioneer Square Clinic and is proposing to pay for the purchase through the Proposed Ordinance.

The proposed appropriation includes \$7.5 million for the purchase and design of the Duncan Building at 315 2nd Avenue for use as the new location of the Pioneer Square Clinic. This location is 0.1 miles from the existing clinic at 206 3rd Ave South. The purchase price of \$6 million is \$175,000 less than what it was appraised for on January 15, 2025. Executive staff indicate that the funding requested in the Proposed Ordinance is intended to cover acquisition and design costs and does not include future renovation costs. Table 3 below provides an initial estimate of the additional renovation costs associated with converting the building into the future Pioneer Square Clinic location. The current total estimate for purchase, design, and renovation of the Duncan Building is \$29.3 million. These costs are estimates and dependent upon City of Seattle permitting determinations.

Table 3.
Estimated Future Cost of Converting the Duncan Building

Cost Element	Amount
Tenant Improvements & Upgrades	\$12,423,000
Soft Costs ⁵	\$4,770,000
Fixtures, Furnishings, Equipment, and Medical Equipment	\$3,407,000
Escalation to Midpoint of Construction (July 2027)	\$1,206,000
Estimated Additional Costs	\$21,806,000

The Council Appropriation Contingency in Section 5.2 of the PSA to purchase the Duncan Building requires that Council appropriate sufficient funds to carry out the transaction by the deadline. This deadline has been extended through four amendments to the PSA related to due diligence and all extensions have been exhausted. Executive staff indicate that the Proposed Ordinance must be effective by September 30, 2025, to complete the purchase without the agreement expiring.

Fund Name Correction. The Proposed Ordinance would also correct the title of the Fund from the original name proposed in the 2025 budget, “Harborview Medical Center capital program 2020 Proposition 1 other revenues” to the final name that was recommended by Council’s legal counsel to clarify that the fund may pay for projects with an expanded scope beyond what was included in the 2020 levy approved by voters. Ordinance 19850 to create the fund was amended to change the fund’s name to “County Hospital Capital Fund”. This change was inadvertently left out of the 2025 budget ordinance and Proposed Ordinance 2025-0165 would correct the name.

Timing. Due to the Council Approval Contingency in the Purchase and Sale Agreement for the new proposed Pioneer Square Clinic location, the Proposed Ordinance must be effective by September 30, 2025, to finalize the purchase without the agreement expiring.

Council’s legal counsel has reviewed the Proposed Ordinance and recommends the technical amendment described in the next section.

AMENDMENT

Amendment 1 would correct an error in the amount of the appropriation in three places in the body of the Proposed Ordinance and replace the transmitted Attachment A with a revised Attachment A that corrects the name of the fund on the document.

⁵ “Soft Costs” are not directly related to a construction task and may include such things as engineering, financing, general administration, permit fees, and legal fees.

INVITED

- Tony Wright, Director of Harborview Construction and Infrastructure, Office of the Executive
- Aaron Rubardt, Deputy Budget Director, Office of Performance Strategy and Budget

ATTACHMENTS

1. Proposed Ordinance 2025-0165 (and its attachment)
2. Amendment 1 (and its attachment)
3. Transmittal Letter
4. Fiscal Note
5. Letter from HMC CEO Providing Input on Behalf of UW Medicine on Expenditure of 2025 CHL Allocation, April 16, 2025



KING COUNTY
Signature Report

ATTACHMENT 1
1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Ordinance

Proposed No. 2025-0165.1

Sponsors Dembowski

1 AN ORDINANCE relating to a capital improvement
2 project; making a supplemental appropriation of
3 \$51,819,000 to the county hospital capital fund; and
4 amending the 2025 Annual Budget Ordinance, Ordinance
5 19861, Section 130, as amended, and Attachment A, as
6 amended.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. This ordinance makes a supplemental appropriation of \$51,189,000
9 to the county hospital capital fund.

10 SECTION 2. Ordinance 19861, Section 130, as amended, is hereby amended by
11 adding thereto and inserting the following:

12 From the county hospital capital fund there is hereby appropriated and authorized
13 to be disbursed the following amounts for the specific projects identified in this
14 Attachment A to this ordinance (Proposed Ordinance 2025-0165).

15	Fund Fund Name	2025
16	3740 ((HARBORVIEW MEDICAL CENTER CAPITAL PROGRAM 2020	
17	PROPOSITION 1 OTHER REVENUE SOURCES)) <u>COUNTY HOSPITAL</u>	
18	<u>CAPITAL</u>	\$51,189,000
19	TOTAL GENERAL CIP	\$51,189,000

20 **SECTION 3.** Attachment A to this ordinance hereby amends Attachment A to
21 Ordinance 19861, as amended, by adding thereto and inserting therein the projects listed
22 in Attachment A to this ordinance.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Girmay Zahilay, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, ____.

Shannon Braddock, County Executive

Attachments: A. 2025 HMC Infrastructure Budget – Executive Proposed

Ordinance Attachment by Fund

Budget: 2025 HMC Infrastructure Budget, Scenario: Executive Proposed, Agency: All, Fund: All, Cap Status: All, Is IT Proj? No

2025 HMC Infrastructure Budget - Executive Proposed

3740 HMC CAPITAL PROGRAM 2020 PROP 2 OTHER REVENUE SOURCES										
Project Number	Project Name Class Code	Tech Adj	IT Proj	FY25	FY26	FY27	FY28	FY29	FY30	Total 6-Year Budget
1149290	DES FMD HMC AUX LOOP CT-3 and 4 STANDALONE			\$13,890,000	\$0	\$0	\$0	\$0	\$0	\$13,890,000
1149291	DES FMD HMC HVAC CONTROLS STANDALONE			\$21,960,000	\$0	\$0	\$0	\$0	\$0	\$21,960,000
1149292	DES FMD HMC NJB MAJOR HEATING VALVES STANDALONE			\$825,000	\$0	\$0	\$0	\$0	\$0	\$825,000
1149293	DES FMD HMC JNB HEATING TUBE BUNDLE STANDALONE			\$313,000	\$0	\$0	\$0	\$0	\$0	\$313,000
1149294	DES FMD PIONEER SQUARE CLINIC STANDALONE			\$7,500,000	\$0	\$0	\$0	\$0	\$0	\$7,500,000
1149618	DES FMD HMC SUBBASEMENT STEAM VALVES STANDALONE			\$7,331,000	\$0	\$0	\$0	\$0	\$0	\$7,331,000
3740 - HMC CAPITAL PROGRAM 2020 PROP 2 OTHER REVENUE SOURCES		Total		\$51,819,000	\$0	\$0	\$0	\$0	\$0	\$51,819,000
Grand Total				\$51,819,000	\$0	\$0	\$0	\$0	\$0	\$51,819,000

July 11, 2025

Technical

[S. Porter]

Sponsor: Dembowski

Proposed No.: 2025-0165

1 **AMENDMENT TO PROPOSED ORDINANCE 2025-0165, VERSION 1**

2 On page 1, on line 8, after "appropriation of", strike "\$51,189,000" and insert:

3 "\$51,819,000"

4 On page 1, on line 18, after "CAPITAL", strike "\$51,189,000" and insert:

5 "\$51,819,000"

6 On page 1, on line 19, after "**GENERAL CIP**", strike "**\$51,189,000**" and insert:

7 "**\$51,819,000**"

8

9 Strike Attachment A, "2025 MHC Infrastructure Budget – Executive Proposed and insert

10 Attachment A, "Ordinance Attachment by Fund 2025 HMC Infrastructure Budget for

11 Fund 3740 COUNTY HOSPITAL CAPITAL".

12

13 **EFFECT prepared by S. Porter: Corrects the amount of the appropriation in the body**

14 **of the ordinance and replaces the transmitted Attachment A with a new Attachment A**

15 **with the correct Fund name, "County Hospital Capital."**

Ordinance Attachment by Fund

Budget: 2025 HMC Infrastructure Budget, Scenario: Executive Proposed, Agency: All, Fund: All, Cap Status: All, Is IT Proj? No

2025 HMC Infrastructure Budget - Executive Proposed

3740 COUNTY HOSPITAL CAPITAL										
Project Number	Project Name Class Code	Tech Adj	IT Proj	FY25	FY26	FY27	FY28	FY29	FY30	Total 6-Year Budget
1149290	DES FMD HMC AUX LOOP CT-3 and 4 STANDALONE			\$13,890,000	\$0	\$0	\$0	\$0	\$0	\$13,890,000
1149291	DES FMD HMC HVAC CONTROLS STANDALONE			\$21,960,000	\$0	\$0	\$0	\$0	\$0	\$21,960,000
1149292	DES FMD HMC NJB MAJOR HEATING VALVES STANDALONE			\$825,000	\$0	\$0	\$0	\$0	\$0	\$825,000
1149293	DES FMD HMC JNB HEATING TUBE BUNDLE STANDALONE			\$313,000	\$0	\$0	\$0	\$0	\$0	\$313,000
1149294	DES FMD PIONEER SQUARE CLINIC STANDALONE			\$7,500,000	\$0	\$0	\$0	\$0	\$0	\$7,500,000
1149618	DES FMD HMC SUBBASEMENT STEAM VALVES STANDALONE			\$7,331,000	\$0	\$0	\$0	\$0	\$0	\$7,331,000
3740 – COUNTY HOSPITAL CAPITAL		Total		\$51,819,000	\$0	\$0	\$0	\$0	\$0	\$51,819,000
Grand Total				\$51,819,000	\$0	\$0	\$0	\$0	\$0	\$51,819,000


King County

Shannon Braddock
King County Executive

401 Fifth Avenue, Suite 800
Seattle, WA 98104

206-296-9600 Fax 206-296-0194
TTY Relay: 711
www.kingcounty.gov

June 4, 2025

The Honorable Girmay Zahilay
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Zahilay:

This letter transmits a proposed supplemental appropriation Ordinance that, if enacted, would appropriate \$51.8 million for infrastructure improvements at Harborview Medical Center (HMC). This proposal is backed by the portion of the county hospital tax dedicated to major infrastructure improvements and will be budgeted in the County Hospital Capital Fund (Fund 3740).

The proposed county hospital infrastructure supplemental appropriation Ordinance includes funding for six distinct projects developed in collaboration with HMC and UW Medicine staff. Completion of these six projects will span over multiple years. The projects contained within this proposal were prioritized by Harborview Medical Center as part of a prioritization and risk analysis exercise, completed in coordination with King County facilities management in January 2025. The projects are highlighted below:

- \$13,890,000 to replace pumps and piping for equipment served by the auxiliary cooling system that supports radiology imaging machines.
- \$21,960,000 to complete full updating of heating, ventilation, and air conditioning controls. The priority scope to be addressed first is to eliminate a point of failure and modernize the controls components in West Hospital and West Clinic. Additional work includes replacement of variable air volume systems, as well as replacing 10-11 cooling system controllers that are no longer supported and in place throughout the HMC campus.

- \$825,000 to replace all major isolation valves, including those at the heating tube bundles, pumps, and mains at each floor level.
- \$313,000 to replace the heating tube bundle associated with the heating water system.
- \$7,500,000 to the acquisition and design of the Duncan Building, the replacement building for the HMC/UW Medicine Pioneer Square Clinic.
- \$7,331,000 to replace several elements of the steam system of the mechanical level of the sub-basement; new steam isolation valves; for construction phasing approach to replace steam pressure reducing valve stations; maintain uninterrupted steam service to the hospital; and to test piping insulation for asbestos and abatement.

The proposal assumes that the County hospital tax infrastructure funding will be available in future years.

To develop this budget proposal, King County and UW Medicine engaged in a collaborative process that spanned more than five months. Regular meetings were held to support and inform budget conversations. The collaboration work included biweekly financial planning meetings where project details were jointly discussed, informed by ongoing project management and construction coordination.

I certify that funds are available.

Thank you for your consideration of this proposed Ordinance. If your staff have any questions, contact Dwight Dively, Director, Office of Performance, Strategy and Budget, at 206-263-9687.

Sincerely,



for

Shannon Braddock
King County Executive

The Honorable Girmay Zahilay

June 4, 2025

Page 3

Enclosure

cc: King County Councilmembers

ATTN: Stephanie Cirkovich, Chief of Staff, King County Council

Melani Hay, Clerk of the Council

Karan Gill, Deputy Executive, Chief of Staff, Office of the Executive

Stephanie Pure, Council Relations Director, Office of the Executive

Dwight Dively, Director, Office of Performance, Strategy and Budget

Lorraine Patterson-Harris, County Administrative Officer, Department of Executive Services (DES)

Kelli Carroll, Director of Special Projects, Office of the Executive

Anthony Wright, Strategic Director, Infrastructure Implementation, Office of the Executive

Sommer Kleweno-Walley, Chief Executive Officer, Harborview Medical Center

2025 FISCAL NOTE

Ordinance/Motion: 2025-xxxx
 Title: Harborview Medical Center 2025 Infrastructure
 Affected Agency and/or Agencies: Harborview Medical Center (HMC) and Department of Executive Services-Facilities Management Division
 Note Prepared By: Marina Sebright
 Date Prepared: 4/15/2025
 Note Reviewed By: Becka Johnson Poppe
 Date Reviewed: 4/23/2025

Description of request:

The proposed Ordinances funds necessary infrastructure improvement projects at the Harborview Hospital from revenues allocated in the County Hospital Tax funds. The fiscal note reflects the anticipated timing of the expenditures with a total budgeted amount of \$51,819,000. None of the projects in this CIP are funded with voter approved bond dollars.

Revenue to:

Agency	Fund Code	Revenue Source	2025	2026-2027	2028-2029
DES	F3740	County Hospital Tax	19,000,000	23,997,000	7,680,000
TOTAL			19,000,000	23,997,000	7,680,000

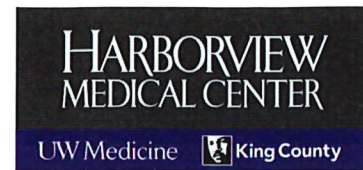
Expenditures from:

Agency	Fund Code	Department	2025	2026-2027	2028-2029
DES	F3740	FMD/Harborview	19,000,000	23,997,000	7,680,000
TOTAL			19,000,000	23,997,000	7,680,000

Expenditures by Categories

	2025	2026-2027	2028-2029
Proposed capital project budget	19,000,000	23,997,000	7,680,000
	-		
TOTAL	19,000,000	23,997,000	7,680,000

Does this legislation require a budget supplemental? Yes



April 16, 2025

The Honorable Shannon Braddock, King County Executive
 The Honorable Girmay Zahilay, Chair, King County Council
 The Honorable Claudia Balducci, Chair, Committee of the Whole, King County Council
 The Honorable Jorge Barón, King County Council
 The Honorable Rod Dembowski, King County Council
 The Honorable Reagan Dunn, King County Council
 The Honorable Teresa Mosqueda, King County Council
 The Honorable Sarah Perry, King County Council
 The Honorable De'Sean Quinn, King County Council
 The Honorable Pete von Reichbauer, King County Council

Dear Executive Braddock and Members of the King County Council:

Oh behalf of UW Medicine I write to provide Harborview Medical Center's initial input on the expenditure of funds from the 2025 Harborview property tax assessment approved by the King County Council in the County's 2025 annual county budget process.

As you know, the University of Washington and UW Medicine leadership worked with the County Executive and County Council in the 2024 State Legislative session to secure county property tax authority up to 20 cents per \$1,000 of assessed property value to support operations, 2020 capital bond projects and other capital infrastructure projects at Harborview Medical Center and Harborview's outpatient clinics.

In the Fall of 2024, as part of its 2025 county budget process, the King County Council assessed 10 cents of this authority, raising a total of nearly \$87 million in annual funding. The Council allocated the 2025 assessment of the tax revenue into three distinct funds, one for operating expenses, (\$46 million), one to supplement the shortfall in the 2020 Harborview Capital Bond Program (\$21 million) and one for major maintenance, repair or replacement for capital projects (\$19 million). The University of Washington and UW Medicine are grateful for this critical investment in Harborview, which comes at a crucial time for the organization.

During the budget process, the Council placed expenditure restrictions on the 2020 Capital Bond Program funding and the "other capital" projects, stating that either fund source "should not be expended or encumbered until University of Washington Medicine provides input to the Executive on a capital spending plan to ensure effective alignment with hospital operations."

In addition, the Council imposed an expenditure restriction on the operating dollars that requires UW Medicine to submit a spending plan to the Harborview Board of Trustees for its approval as part of Harborview's fiscal year 2026 budget process. This will happen in May 2025, and a spending plan for the operating dollars will be forwarded to the Executive and Council shortly thereafter.

In future years, we hope to build a more holistic process for input that brings UW Medicine's perspective on the three funds together; we are currently working with the County Executive to amend the Hospital Services Agreement and hope that this agreement can document such a process.

In the meantime, this letter provides input into capital expenditures as required, and additional information on operating priorities will come to the Council after the Harborview Board of Trustees approves an FY26 budget in May.

2020 Proposition 1 Capital Bond Program Input for 2025 Expenditure:

As you know, the 2020 Capital Bond Program for Harborview faces a significant deficit due to inflationary factors that occurred since the Bond was approved. UW Medicine supports using the \$21 million allocated to the Capital Bond Program in 2025 to fund the construction of the new inpatient bed tower, including the addition of floors and the completion of shelled floors, as recommended in the Ordinance Work Group's (OWG) 2023 report to the King County Council per ordinance 19583. The investment in a new inpatient tower will allow Harborview to continue to meet the needs of our existing patient population and will provide long-needed modernization of inpatient spaces.

Capital Infrastructure (Other Capital Projects) Input for 2025 Expenditure:

Regarding the \$19M in other capital investments in 2025, UW Medicine provided an extensive list of critical capital infrastructure projects during the county council budget process this past Fall, totaling approximately \$320M. UW Medicine supports a subset of those projects as outlined in Table 1 below as the first priorities for the use of the \$19M in tax revenue. These projects total almost \$52 million over multiple years. Several of these projects involve replacement of critical infrastructure on the existing hospital campus, including heating/cooling systems and steam. These systems are beyond their useful life and their replacement will ensure that a failure of one of these systems does not jeopardize current operations.

Project Title	Budget Amount	2025 Est.
DES FMD HMC AUX LOOP CT-3 and 4	13,890,000	3,713,000
DES FMD HMC HVAC CONTROLS	21,960,000	5,458,000
DES FMD HMC NJB MAJOR HEATING VALVES	825,000	825,000
DES FMD HMC JNB HEATING TUBE BUNDLE	313,000	313,000
DES FMD PIONEER SQUARE CLINIC	7,500,000	7,500,000
DES FMD HMC SUBBASEMENT STEAM VALVES	7,331,000	1,191,000
TOTAL	51,819,000	19,000,000

As noted in the above table, Harborview also supports using dollars from the other capital investments fund in 2025 for the purchase and design of a new building to house the Pioneer Square Clinic, a primary care clinic that is part of Harborview's Downtown Programs. Pioneer Square Clinic renovation was identified as a priority in the original 2020 Bond Program. Since passage of the original bond, it has been determined that renovation of the property would be more expensive than purchasing a new property and would reduce the usable space in the existing Pioneer Square Clinic building.


The OWG included the Pioneer Square Clinic as a Tier 2 priority, behind other priorities such as the construction of a new inpatient bed tower and behavioral health services building, and the expansion of the medical respite program. However, we believe a relatively small investment in the purchase of this

property today will result in lower costs in the long term, as it is unlikely we will be able to find a similarly suitable property. UW Medicine supports the purchase of this property in 2025 and recommends that future renovations of the property happen according to the prioritization of the OWG.

The total in the above table represents the estimated cost for all projects listed, some of which will occur over multiple years. The total amount to be used for these projects in 2025 is \$19M.

On behalf of UW Medicine, I am grateful to the County Executive's Office and County Council for all of your collaboration and for considering our input on these proposed expenditures. We appreciate our partnership with King County in service of Harborview's patients and the community.

Sincerely,



Sommer Kleweno Walley, MHA, MA, CCC-SLP
Chief Executive Officer
Harborview Medical Center

cc: Tony Wright, Director of Facilities Management, King County
Kelli Carroll, Special Projects Director, King County Executive's Office
Tom Goff, Director of Local & Regional Affairs, King County Council
Stephanie Fain, Chair, Harborview Board of Trustees
Rhonda Lewis, Chief of Staff, Councilmember Girmay Zahilay
Jeannie McNabb, Chief of Staff, Councilmember Claudia Balducci
Lan Nguyen, Chief of Staff, Councilmember Jorge Barón
Kristina Logsdon, Chief of Staff, Councilmember Rod Dembowski
Cody Eccles, Chief of Staff, Councilmember Reagon Dunn
Erin House, Chief of Staff, Councilmember Teresa Mosqueda
Libby Hollingshead, Chief of Staff, Councilmember Sarah Perry
BrynDel Swift, Chief of Staff, Councilmember De'Sean Quinn
Theo Madura, Chief of Staff Councilmember Pete von Reichbauer



King County

Metropolitan King County Council Budget and Fiscal Management Committee

STAFF REPORT

Agenda Item:	7	Name:	Olivia Brey
Proposed No.:	2025-0124	Date:	July 23, 2025

SUBJECT

An ordinance to authorize the execution of a new lease in Enumclaw for continued use by the King County Medic One program.

SUMMARY

Proposed Ordinance 2025-0124 would authorize the Executive to execute a lease agreement with Mountain View Fire and Rescue for space at 39404 244th Ave SE in Enumclaw to continue King County Medic One operations. Medic One has occupied this space since 2003. The previous lease agreement commenced in 2013, expired in 2013, and has been in holdover status. The monthly lease payment in 2023 was \$576.88.

If adopted, the proposed lease agreement would be effective beginning January 1, 2024, and expire December 31, 2028, with the option to extend the lease term five times for one-year periods. The agreement would include a lump sum payment including \$11,077.44 for back payments in 2024 plus \$968.12 per month for the months between January 1, 2025, and the lease commencement date to reconcile the difference between the previous lease rate and the rate contemplated in this lease agreement. The monthly lease payment for this agreement would be \$1,500 for 2024 and \$1,545 for 2025. The lease payment would be adjusted annually by the Consumer Price Index, capped at 3 percent.

All costs associated with this agreement are fully revenue backed by the Medic One/ Emergency Medical Services (EMS) levy.

A technical amendment has been prepared to replace the attached lease agreement with an amended lease agreement dated June 24, 2025. The amended lease agreement makes clarifying edits to the language throughout the agreement.

BACKGROUND

King County's Medic One/Emergency Medical Services (EMS) system provides residents of Seattle and King County with life-saving pre-hospital emergency care through an internationally recognized, tiered regional response system. This system relies upon coordinated partnerships with fire departments, paramedic agencies,

dispatch centers, hospitals, and education programs. Medic One is the County's sole public first responder in the vicinity that provides Advanced Life Support and Basic Life Support to the cities of Enumclaw, Black Diamond, and the surrounding unincorporated areas of southeast King County.

Medic One/EMS Levy. The King County Medic One/EMS system is primarily funded with a countywide, voter-approved EMS levy. In 2019, voters approved the 2020-2025 EMS levy to fund approximately \$1.115 billion over the levy period.¹ The Strategic Plan is the primary policy and financial document that directs the Medic One/EMS system. The 2020-2025 Strategic Plan discusses the need for medic units to be positioned across the region to best respond to service demands.²

The current levy expires December 31, 2025. The 2026-2031 Medic One/EMS Levy³ was passed by King County Council on July 1, 2025, and will be on the November 2025 ballot to renew the EMS system funding.

2013 Lease Agreement. The County has been engaged in an inter-agency lease agreement with Mountain View Fire and Rescue⁴ since 2003. The County entered into the most recent lease agreement in 2013.⁵ The lease was backdated and commenced on January 1, 2011. It was set to expire on December 31, 2013, but allowed the term to renew on a year-to-year basis, so long as EMS levy continued to be approved by voters.⁶ Monthly lease payments starting on in January 2011 was set at \$446.55 per month and increased annually based on the Consumer Price Index (CPI) for Seattle, not to exceed 2.5%. The annual increases were not invoked consistently and the monthly lease payment that has been charged since 2023 is \$576.88 (\$6,922.56 per year).

ANALYSIS

Proposed Ordinance 2025-0124 would authorize the Executive to execute a lease renewal in agreement with Mountain View Fire and Rescue for space at 39404 244th Ave. SE in Enumclaw, WA. The property has been occupied by King County's Medic One staff since 2003 and under the existing lease agreement since 2013. The lease agreement includes exclusive use of two dormitory rooms, an office, a bathroom with a shower, two garage spaces for medic units, a storage room, and an open stage area. The lease agreement also allows staff shared use of the kitchen, laundry facilities, additional office space, and exercise equipment.

According to the property summary, this location continues to meet the needs of Medic One to serve the major southeast King County population centers.

Table 1 summarizes the terms of the proposed lease agreement. The starting lease rate in 2024 is \$1,500 per month. According to Executive staff, King County has been paying

¹ [King County – File #: 2019-0185](#)

² [King County – File #: 2019-0186](#)

³ [King County – File #: 2025-0119](#)

⁴ Mountain View Fire and Rescue was formerly known as King County Fire Protection District #44

⁵ [King County – File #: 2013-0319](#)

⁶ According to Executive Staff, the landlord would not entertain new lease negotiations for several years because they were considering the sale of the property.

below market rate prior to the proposed lease agreement and the landlord is no longer willing to subsidize the rate. A market study was performed and the price per square foot is still below market value in the City of Enumclaw for this type of property. Additionally, this location allows Medic One staff to maintain low response times to the Enumclaw community, where there is the greatest share of EMS calls.

Table 1. Summary of the Lease Terms of Proposed Ordinance 2025-0124

Category	Terms
Square Footage	1,000 sf exclusive use space + 1,000 sf shared use space
Cost per Square Foot (Base Rent)	\$1.50, adjusted annually by the CPI-W capped at 3%
Operating Costs	\$7,888 for 2024
Term	Five years with option for five, one-year successive renewal options
Other Considerations	A lump sum payment is also due upon full execution of the lease to reconcile the difference between the previous rental rate and the rate established by this lease.
Lease Effective Date	January 1, 2024

Table 2 estimates the financial impacts of the proposed lease for the current budget year and future biennia. Executive staff have noted that lease costs associated with medic units have been included in operations appropriations for the duration of the use of this space so no corresponding appropriation request was transmitted with this ordinance.

Table 2. Estimated Fiscal Impacts of Proposed Ordinance 2025-0124

	2025	2026-2027	2028-2029 ⁷
Lease payments ⁸	\$29,617 ⁹	\$38,765	\$20,259
Operations costs ¹⁰	\$8,125	\$16,988	\$8,878
Total fiscal impact	\$37,742	\$55,754	\$29,137

The proposed lease amendment was reviewed by Council's legal counsel.

⁷ The proposed lease expires in 2028 so only one year of lease payments and operations costs are estimated

⁸ Lease payment calculation assumes the maximum three percent annual increase

⁹ Includes \$18,540 for 2025 lease payments, plus an additional \$11,077 payment for 2024 resulting from the difference between the proposed lease rate for 2024 (\$1,500) and the prior lease rate (\$576.88) for all 12 months of 2024

¹⁰ Operations cost calculation assumes a three percent annual increase

AMENDMENT

Amendment 1 replaces the transmitted Attachment A lease agreement with a new lease agreement dated June 24, 2025. The amended lease agreement makes clarifying edits to the language throughout the agreement, clarifies language regarding installing an electric charging station and routine maintenance, and removes a duplicate paragraph.

INVITED

- Steven Tease, Real Property Agent IV, Facilities Management Division
- Drew Zimmerman, Acting Director, Facilities Management Division
- Andrea Coulson, Chief Paramedic Service Administrator, King County Medic One

ATTACHMENTS

1. Proposed Ordinance 2025-0124 (and its attachments)
2. Amendment 1
 - a. Amended Lease Agreement, dated June 24, 2025
3. Transmittal Letter
4. Fiscal Note
5. Property Summary



KING COUNTY
Signature Report

ATTACHMENT 1
1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Ordinance

Proposed No. 2025-0124.1

Sponsors Dembowski

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 For the lease from Mountain View Fire and Rescue, located at 39404
5 244th Ave SE, Enumclaw, within council district nine, the facilities
6 management division determined that there was not an appropriate county-
7 owned option and successfully negotiated to lease space.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The executive is authorized to execute a lease for the property
10 located at 39404 244th Ave SE, Enumclaw, with Mountain View Fire and Rescue,

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

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Girmay Zahilay, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, ____.

Shannon Braddock, County Executive

Attachments: A. Lease Agreement

ATTACHMENT A:

LEASE AGREEMENT

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is made between MOUNTAIN VIEW FIRE AND RESCUE, a Washington State municipal corporation ("Landlord"), and KING COUNTY, a home rule charter the County and political subdivision of the State of Washington ("Tenant" or "the County"). The parties are sometimes referred to together as "Parties" or individually as "Party."

RECITALS

- A. Under a prior lease, the County paid Landlord \$576.88 per month for premises further defined below. The County desires to pay Landlord a lump sum payment to reconcile the amount paid per month from January 1, 2024 to the Lease Commencement Date, as defined below, and the rental rate contemplated by this Lease.
- B. Landlord intends to declare Landlord's real property surplus and sell such property. The County acknowledges this intent and recognizes that the Landlord may not grant any extensions beyond the initial five-year term of this Lease.
- C. The Parties acknowledge that consistent with King County Code 4A.100.070.D.4.a. this Lease requires approval from King County Council prior to execution.

NOW THEREFORE, the Parties agree as follows:

1 Basic Lease Information

- 1.1 Lease Date: January 1, 2024 (for reference purposes only)
- 1.2 Landlord: Mountain View Fire and Rescue, a Washington State municipal corporation.
- 1.3 Tenant: King County
- 1.4 Buildings: A fire station building, and a garage storage bay building located at 39404 244th Ave SE, Enumclaw, Washington 98022, on 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 a approximately 1,000 square feet of exclusive use space and a approximately 1,000 square feet of shared use space. The "Facility" as referred to herein includes all buildings and grounds associated with the fire station as legally described in Exhibit A of the Real Property. The Premises consist of:

- 1.5.1 Sleeping quarters consisting of two (2) dormitory rooms. The County will provide its own lockers, desks, and beds in the dormitory rooms.
- 1.5.2 One (1) office including a desk and chair.
- 1.5.3 One (1) toilet room with shower.
- 1.5.4 Two (2) garage spaces to accommodate two medic units inside the truck bays.
- 1.5.5 One (1) secure EMS Storage Room.
- 1.5.6 One (1) Open Stage Area.

1.6 Permitted Use: Support for 24-hour emergency medical services (EMS), including vehicle parking for personnel and emergency vehicles, dormitory space, and access to the foregoing, and/or any other legally permissible uses.

1.7 Initial Term: Five (5) Years.

1.8 Extended Term(s): Five (5) options to extend of one (1) year per option subject to requirements in Section 3.3.

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 Base Rent: Base Rent shall be \$1,545.00 per month. Base Rent shall be adjusted each January 1 by the lesser of 3% or 100% of the annual increase, if any, in the CPI-W for Seattle-Tacoma-Bellevue, as published in June of the previous year.

1.13 Security Deposit: None.

1.14 Landlord's Address for Notices:

Mountain View Fire and Rescue
Dawn Judkins, Fire Chief
32316 148th Avenue S.E.,
Auburn, WA 98092
Email: DJudkins@mvfire.org

1.15 The County's Address for Notices:

King County
Attn: Real Estate Services
401 Fifth Avenue, Suite 930
Email: 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). Notices are given on the date of such mailing. If a Party disputes the delivery or receipt of notice by email, then that Party shall bear the evidentiary burden to prove, by a preponderance of the evidence, that such notice was not delivered or received or both.

2 Premises and Description of Leased Areas

- 2.1 Landlord hereby leases the Premises to the County for the Initial 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 (as further defined in Section 24 below). To the extent that the Premises fails to comply with the prior sentence as of the Lease Commencement Date (without limiting any other rights or remedies that the County may have under this Lease and/or at law), Landlord shall promptly correct the same at its sole cost and expense. Provided, however, the County shall be responsible for and shall promptly repair any damages to the Premises due to the County, its employees, invitees, and agents' negligence or intentional actions.
- 2.2 Landlord also grants the County a nonexclusive license to use those portions of the Real Property made available from time to time by Landlord for the common use and enjoyment of the County and its guests and invitees (the "Common Areas"). Landlord may perform all such acts in and to the Common Areas as Landlord determines in its reasonable discretion should be performed, including without limitation reconfiguring and temporarily closing the Common Areas from time to time, so long as Landlord does not adversely affect the County's use and enjoyment of the Premises. Common Areas include access to and use of:
- 2.2.1 Bathroom/shower facilities for both sexes, in addition to the toilet and shower in the Premises.
- 2.2.2 Office space including desks and chairs.
- 2.2.3 Kitchen facilities, dining area, and day use rooms.

2.2.4 Access to and use of laundry facilities.

2.2.5 Access to and use of exercise equipment.

3 Term

3.1 Commencement Date. This Lease shall commence on the first day of the month following this Lease's 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 C.**

3.2 Expiration Date. This Lease shall expire on December 31, 2028.

3.3 Extension Options. If the County and Landlord (in its sole and absolute discretion) agree in writing, the County will be granted the option to extend the initial Term for FIVE successive periods of TWELVE (12) months each ("Extended Term"). This option to extend may be exercised by the County and Landlord agreeing in writing no more than six (6) months and no less than three (3) months prior to the last day of then current term. The County's extension option shall apply to all of the Premises then leased by the County 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 increased as described in Section 1.12 above.

4 Permitted Use.

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

5 Rent.

5.1 The County covenants and agrees to pay Landlord, at Landlord's Address for Notices set forth in Section 1.14, 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 Initial and Extended Terms (the "Base Rent"). Base Rent for any fractional calendar month at the beginning or end of any term shall be prorated. Base Rent Extended Term: In the event the Parties agree to grant the County the option to extend as provided in Section 3.3. Base Rent shall be adjusted each January 1 by the lesser of 3% or 100% of the annual increase, if any, in the CPI-W for Seattle-Tacoma-Bellevue, as published in June of the previous year.

- 5.2 The County will pay a lump sum payment to reconcile the difference in the previous rental rate and the rate contemplated by this Lease for the period of January 1, 2024 to the Lease Commencement Date. The amount of the lump sum payment will be calculated by multiplying the rental rate difference by the number of applicable months, as shown below.

\$1500.00 (this Lease's rental rate)

– \$576.88 (rate paid from January 1, 2024)

\$923.12 (difference to be multiplied by the number of months between January 1, 2024 and December 31, 2024)

\$1545.00 (this Lease's rental rate for 2025)

– \$576.88 (rate paid from January 1, 2024)

\$968.12 (difference to be multiplied by the number of months between January 1, 2025 and the Lease Commencement date)

6 Security Deposit. None.

7 Utilities and Services.

Either Party may request changes in the services to be performed or provided hereunder. Mutually agreed upon changes must be incorporated by written amendment to this agreement and signed by both Parties.

- 7.1 *Landlord Utility and Maintenance Responsibilities.* The Landlord shall at all times furnish Premises and Common Areas with and directly pay for:

7.1.1 Water. Water at those points of supply provided for general use of the County and Landlord in Premises and Buildings.

7.1.2 Sewer Service. All sewer services to the Buildings and Premises.

7.1.3 Heating, Lighting, and Propane. Landlord shall pay for and provide heating, lighting, cooling, and propane-supported services for the Premises and Buildings at such temperatures and in such amounts as are required by governmental authority or as are reasonably appropriate for the Premises and Buildings on a 24-hour basis.

7.1.4 Standby Power. The Premises and Real Property has an emergency generator available to provide backup power to the building. Landlord shall provide and pay for the regular maintenance and upkeep for a functioning backup power system.

7.1.5 Parking. The Landlord shall provide private vehicle parking for the on-duty paramedic personnel on Landlord's Real Property.

- 7.1.6 Storage Space. The Landlord will provide storage space for limited storage of “non-controlled” operational supplies, to include oxygen storage units and/or bio waste storage units as mutually agreed to with the County’s designee.
- 7.1.7 Telephone and Network Services. The Landlord will furnish the County with Landlord’s telephone and network services for sending and receiving data and emergency support activities.
- 7.1.8 Buildings, Real Property Repair Obligations. Landlord shall maintain, repair and replace, if necessary, the Buildings; all Buildings systems, including but not limited to interior lighting (including replacement of light bulbs, ballasts and starters as required); 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 Buildings (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 (examples include fire, building energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.). Provided, however, the County shall be responsible for and shall promptly repair any damages to the Premises due to the County, its employee, invitees and agents’ negligence or intentional actions.
- 7.2 *The County’s Utility and Maintenance Responsibilities*. The County shall bear the costs directly and shall be responsible for:
 - 7.2.1 Security. The County shall provide for the security of all pharmaceutical supplies including controlled substances. Security measures shall ensure that these items are accessible the County personnel only. The County is not responsible for third party actions related to the pharmaceutical supplies, including controlled substances, except in the case of its negligence. The County will comply with all applicable state, federal, and local laws regarding the storage and security of controlled substances.
 - 7.2.2 Buildings and Real Property Maintenance. The County shall require all its personnel assigned to this location to participate in the daily and weekly housekeeping duties and other periodic cleaning of the Real Property in cooperation with Landlord’s personnel.
 - 7.2.3 Waste Removal. The County shall provide a waste receptacle and collection service for all waste and the County shall be responsible for disposal of all of its medical waste.

7.2.4 Premises' Maintenance and Non-Structural Repairs. Subject to Landlord's obligations under this Lease, the County 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.

7.2.5 Electricity. In the event the County uses the electrical service on premises for charging vehicles or apparatus beyond the current use for the front line medic unit and reserve medic unit, the County shall be responsible for all electricity costs serving the premises.

8 Operating Costs.

Each Party is responsible for and shall pay for, the costs to service, maintain, and repair the Premises and Buildings as outlined in Section 7.

9 Maintenance and Repairs.

Each Party is responsible for and shall pay for, the costs to service, maintain, and repair the Premises and Buildings as outlined in Section 7.

10 Sublease and Assignment.

The County may not assign this Lease in whole or in part, or sublet all or any portion of the Premises.

11 Alterations and Improvements.

The County may not perform alterations and/or improvements to the Premises.

12 Damage and Destruction.

In the event the Premises or the Buildings are destroyed or damaged by fire, earthquake, or other casualty so as to render the Premises or Buildings in the County's sole judgment, unfit for occupancy or the County's intended purpose, and the Landlord neglects or refuses (in its sole and absolute discretion) to restore the Premises to its former condition within ninety (90) days of such damage or destruction, the County may terminate this Lease upon thirty (30) days written notice to Landlord. In the event of such termination, Landlord and the County 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 the County, the untenable portion of the Premises or the Buildings renders the Premises unusable for the Permitted Use, the County may unilaterally terminate this Lease upon thirty (30) days written notice to Landlord.

13 Condemnation.

If any portion of the Premises or Real Property upon which the same are situated (including, without limitation, any parking areas associated with the Premises and/or Real Property) which is necessary, in the County's sole judgment, for the County's occupancy or intended use of the Premises, or fifty percent (50%) or more of the rentable area of the Real Property, is made untenable by eminent domain or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or the County 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 Real Property necessary for the County's occupancy or intended use that does not render them, in the County'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 County, in its sole judgment, determines that the condemnation has rendered the Premises unsuitable for the Permitted Use, the County 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 Buildings and the County shall make no claim for the value of its leasehold. The County shall be permitted to make a separate claim against the condemning authority for moving expenses if the County terminates the Lease under this section, provided that in no event shall the County's claim reduce Landlord's award.

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, arising out of or incidental to the exercise of rights and obligations under this Lease. 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 12 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 it is necessary for the indemnified Party to incur attorneys' fees, legal expenses or other costs to enforce the provisions of this Section 12, all such reasonable fees, expenses and costs shall be recoverable from the indemnifying Party, but only to the extent of the indemnifying party's negligence when any Claims result from the concurrent negligence of the Parties.

15 Insurance.

- 15.1 Landlord acknowledges that the County, a Charter County Government under the Constitution of the State of Washington, maintains a fully funded self-insurance program as defined in King County Code 2.21 for the protection and handling of the County's liabilities, including injuries to persons and damage to property. The County shall, at its own expense, maintain, through its self-funded program, coverage sufficient for all of its liability exposures for this Lease. The County shall provide Landlord with at least thirty (30) days prior written notice of any material change in the County's self-funded program and shall provide Landlord with a certificate of self-insurance as proof of coverage. Landlord further acknowledges that the County does not maintain a commercial General Liability Insurance policy and is a self-insured government entity; therefore, The County does not have the ability to add Landlord as an additional insured to such policy. Should The County cease self-insuring its liability exposure and purchase a Commercial General Liability Insurance Policy, The County shall add Landlord as an additional insured to such policy. The County 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 Initial and Extended Terms commercially reasonable policies of property insurance covering loss of or damage to the Buildings (including the County's 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 The County, its officers, employees and agents, for any loss or damage sustained by Landlord with respect to the Buildings 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 Dispute Resolution and Mediation.

- 16.1 The Parties agree to use their best efforts to resolve disputes regarding this Lease in an economic and time-efficient manner to advance the purposes of this Lease. In the event that a dispute arises between Landlord and the County, the Parties shall attempt to resolve such dispute as expeditiously as possible and will cooperate so that the express purposes of this Lease are not frustrated, and so that any design, planning, construction, or use of the Real Property is not delayed or interrupted. Provided, that nothing in this Lease shall otherwise limit the Parties' legal, equitable, or other rights or remedies.
- 16.2 Landlord and Tenant agree that if 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 and agrees that the County, upon performance of all The County's obligations under this Lease, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming under Landlord, subject to the other terms and provision of this Lease and subject to all underlying leases and other underlying matters of record to which this Lease is or may become subject.

19 Holding Over.

If, the County holds possession of the Premises after the Initial Term or Extended Term of this Lease or any extension thereof without Landlord's written consent (which consent may be withheld in Landlord's sole and absolute discretion), the County shall become a lessee on a month-to-month basis upon the terms herein specified, but at a monthly rent equivalent to 125% of the then prevailing rent payable by the County at the expiration of the Initial Term or Extended Term of this Lease or any extension thereof. and subject to the continued application of all of the provisions of paragraphs five and six herein, payable in advance on the first day of each month. Landlord may initiate any necessary legal proceedings to evict the County if the County holds over without Landlord's written consent.

20 Non-Discrimination.

Neither Landlord nor Tenant shall 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 Ch. 12.16.125. 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 the Lease and may result in ineligibility for further agreements with King County.

21 Default.

21.1 Following the Lease Commencement Date, the occurrence of any one or more of the following events shall constitute a “Default” by the County and shall give rise to Landlord remedies set forth below:

- (i) failure to pay when due all or any portion of Rent, if the failure continues for three (3) business days after written notice to the County;
- (ii) failure to observe or perform any term or condition of this Lease other than the payment of Rent, unless such failure is cured within a reasonable period of time following notice thereof, but in no event more than thirty (30) days following notice from Landlord (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);
- (iii) failure to cure immediately upon notice thereof any condition which is hazardous or interferes with the operation or leasing of the Premises or Real Property, or may cause the imposition of a fine, penalty or other remedy on Landlord or its agents or affiliates;
- (iv) abandonment and vacation of the Premises (failure to occupy and operate the Lease Premises for ten (10) consecutive days).

The occurrence of any of the aforementioned events of default shall not under any circumstance excuse or relieve the County from any of its obligations under this Lease, including payment of Rent.

21.2 Landlord’s failure to perform or observe any of its obligations under this Lease or to correct a breach of any warranty or representation made in this Lease within thirty (30) days after receipt of written notice from the County setting forth in reasonable detail the nature and extent of the failure referencing pertinent Lease provisions or if more than thirty (30) days is required to cure the breach, Landlord’s failure to begin curing within the thirty (30) day period and diligently prosecute the cure to completion, shall constitute a default.

22 Remedies.

22.1 If the County defaults on its obligations, Landlord shall have the right without notice or demand (except as provided in Sections 15 and 16) to pursue any of its rights or remedies at law or in equity which shall be cumulative with and in addition to any other right or remedy allowed under this Lease. Landlord may elect to terminate this Lease and the County’s right to possession, at any time following a default and upon sixty (60) days written notice to the County.

- 22.2 In the event of any such reentry by Landlord, the County may, at Landlord's option, require the County to remove from the Premises any of the County's property located thereon. If the County fails to do so, Landlord shall not be responsible for the care or safekeeping thereof and may remove any of the same from the Lease Premises and place the same elsewhere in the Buildings or in storage in a public warehouse at the cost, expense and risk of the County with authority to the warehouseman to sell the same in the event that The County shall fail to pay the cost of transportation and storage. In any and all such cases of reentry Landlord may make any repairs in, to or upon the Premises which may be necessary, desirable or convenient, and the County hereby waives any and all claims for damages which may be caused or occasioned by such reentry or to any property in or about the Premises or any part thereof.
- 22.3 Forbearance by Landlord to enforce one or more remedies shall not constitute a waiver of any default.
- 22.4 Default by Landlord and the County's Remedies.
- 22.4.1 Landlord's failure to perform or observe any of its obligations under this Lease or to correct a breach of any warranty or representation made in this Lease within thirty (30) days after receipt of written notice from the County setting forth in reasonable detail the nature and extent of the failure referencing pertinent Lease provisions, or if more than thirty (30) days is required to cure the breach, Landlord's failure to begin curing within the thirty (30) day period and diligently prosecute the cure to completion, shall constitute a default.
- 22.4.2 If Landlord commits a default that materially affects Tenant's use of the Premises, and Landlord has failed to commence to cure such default within thirty (30) days (or such shorter time as is commercially reasonable in the case of an emergency threatening imminent harm to persons or property), the County may, without waiving any claim for damages for breach of agreement, thereafter cure the default. Such notice shall include notice of the County's plans to undertake the cure if Landlord does not do so within thirty (30) days (or less as provided above). The reasonable cost of such cure shall be deemed paid or incurred for the account of Landlord, and Landlord shall reimburse the County for these costs. Landlord shall reimburse Tenant within thirty (30) days after completion of the cure and invoice to Landlord itemizing the costs of cure. If the County disputes either the necessity of the cure or the cost thereof, the matter shall be settled by arbitration administered by the American Arbitration Association in accordance with its Rules for the Real Estate Industry before a single neutral arbitrator of the American Arbitration Association sitting in Seattle, Washington. The arbitrator shall be a person having at least ten (10) years' experience and knowledge about commercial leasing and property management. The arbitration shall be held within sixty (60) days of Landlord notifying the County it disputes the County cure. The costs of the arbitrator shall be shared equally by the Parties. The prevailing Party shall

be entitled to an award of reasonable attorney's fees. The arbitrator's award shall be final and binding on the Parties.

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, Chapter 70A.305 RCW ("MTCA"); the Washington Hazardous Waste Management Act, Chapter 70A.300RCW; 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 the County that there is no Hazardous Material on, in, or under the Premises or the Real Property as of the Lease 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 the County 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 The County 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 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 the County breaches the obligations stated in the preceding sentence, then the County 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 ("Environmental Claims") to the extent that said Environmental Claims are a result of said

breach. The County shall promptly notify Landlord of any inquiry, investigation or notice that the County 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 the County, 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, the County 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 the County 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 the County 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 the County 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 Landlord shall remediate any Hazardous Material discovered in the course of carrying out Landlord's obligations at Landlord's sole cost and expense.

24.6 Each of the parties agrees that its obligations under this Section 18 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.

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

24.8 All claims, judgments, damages, penalties, fines, costs, liabilities, and losses involving the release or presence of Hazardous Material shall be subject to this Section 24, and not the indemnity and liability provisions of Section 14.

25 General.

25.1 Heirs and Assigns. This Lease shall apply to and be binding upon Landlord and the County and their respective heirs, executors, administrators, successors and assigns.

25.2 Brokers' Fees. The County 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 the County. Landlord represents and warrants to the County 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 the County against any loss, cost, liability, or expense incurred by the County 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 the County 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 The County.
- 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. Any and all claims relating to this Lease shall be governed by the substantive and procedural laws of the State of Washington, without giving effect to its conflicts of law or choice of law provisions. The sole and exclusive venue for any action arising from or related to this Lease shall be in the Superior Court of King County, Washington, and the Parties hereby agree to the personal jurisdiction of such court.
- 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
- Exhibit B: Diagram of Premises and Common Areas
- Exhibit C: Lease Commencement and Expiration 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.

The County 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. The County shall install any approved signage at The County'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 The County with respect to any item of maintenance or repair that is deemed necessary the County for its use of the Premises, or within thirty (30) days of notice from The County with respect to any other Landlord maintenance or repair obligation, then The County shall be entitled to take such actions and make such repairs to the Premises, Buildings or property associated with the same, as The County may deem necessary to correct such interruption, and Landlord shall reimburse The County 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, the Buildings, and The County 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, Landlord or beneficiary agrees in a written instrument in form and substance satisfactory the County that The County'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. Reserved.

31 Estoppel Certificates.

Upon Landlord's written request, the County will execute, acknowledge and deliver to Landlord a written statement in form satisfactory to Landlord certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect, as modified, and stating the modifications); (b) that this Lease has not been canceled or terminated; (c) the last date of payment of Rent and the time period covered by such payment; (d) whether there are then existing any breaches or defaults by Landlord under this Lease known the County, and, if so,

specifying the same; and (e) such other factual statements as Landlord, any lender, prospective lender, investor or purchaser may reasonably request. Nothing herein shall, be construed to create or impose a duty upon the County to conduct an investigation or incur any out-of-pocket costs in responding to Landlord's request for an estoppel certificate. For purposes of clause (d) of the preceding sentence, the County's knowledge may be limited to the actual knowledge of an authorized representative the County with responsibility for the administration of this Lease. The County will deliver the statement to Landlord within fifteen (15) business days after Landlord's request. Landlord may give any such statement the County to any lender, prospective lender, investor or purchaser of all or any part of the Premises or Buildings and any such Party may conclusively rely upon such statement as true and correct.

32 Holding-Over.

If the County holds possession of the Premises after the Initial or Extended Term of this Lease or any extension thereof without Landlord's written consent (which consent may be withheld in Landlord's sole and absolute discretion), the County shall become a tenant from month-to-month upon the terms herein specified, but at a monthly rent equivalent to 125% of the then prevailing rent payable by the County at the expiration of the term of this Lease or any extension thereof Landlord may initiate any necessary legal proceedings to evict the County if it holds over without Landlord's written consent.

33 Surrender of Premises.

At the end of the Initial Term of this Lease, the any extension thereof, or other sooner termination, the County will peaceably deliver to Landlord possession of the Premises, in the same condition as received, except for ordinary wear and tear, and the County will deliver all keys to the Premises to Landlord. The County shall also remove all equipment, trade fixtures, and personal property from the Premises. At the County's election, the County may, but shall not be required to, remove any alterations installed by the County or elements of the County's improvements at no cost to Landlord, provided that the County shall repair any damaged to the Premises caused by such removal.

SIGNATURES FOLLOWING

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the day and year first above written.

Landlord:

MOUNTAIN VIEW FIRE AND RESCUE, a fire protection district

By: Dawn Jenkins
Name: Dawn Jenkins
Title: Fire Chief
Date: 2/5/2025

The County:

KING County, a home rule charter county and political subdivision of the State of Washington

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Senior Deputy Prosecuting Attorney

STATE OF WASHINGTON)

) ss.

The County OF KING)

I certify that I know or have satisfactory evidence that DAWN JUDKINS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the FIRE CHIEF of MVF + R, a FIRE DISTRICT, 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 5 day of FEBRUARY, 2025.

Notary Public

Print Name LISETTE KELLY

My commission expires FEBRUARY 01, 2028

(Use this space for notarial stamp/seal)



STATE OF WASHINGTON)

) ss.

The County OF KING)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that ____ signed this
instrument, on oath stated that ____ was authorized to execute the instrument and acknowledged
it as the _____ of KING County, a political subdivision of the State
of Washington, 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 _____ day of
_____, 2025.

Notary Public

Print Name

My commission expires

(Use this space for notarial stamp/seal)

Exhibit A

LEGAL DESCRIPTION

N1/2 OF SW1/4 OF NW1/4 OF SW 1/4 SEC 2-20-6 LESS W 42 FT & LESS POR DAF
- BAAP WCH BRS N 00-21-36 E 1653.45 FT FRM SW COR SD SEC 2 TH E 42 FT
TO TPOB TH N 00-21-36 E 44 FT TH S 89-16-24 E 618.90 FT M/L TO NE COR OF S
1/2 OF SW1/4 OF NW1/4 OF SD SW1/4 TH WLY ALG N LN SD SUBD TO TPOB

Photos of the Premises



Exhibit B

DIAGRAM OF PREMISES AND COMMON SPACES

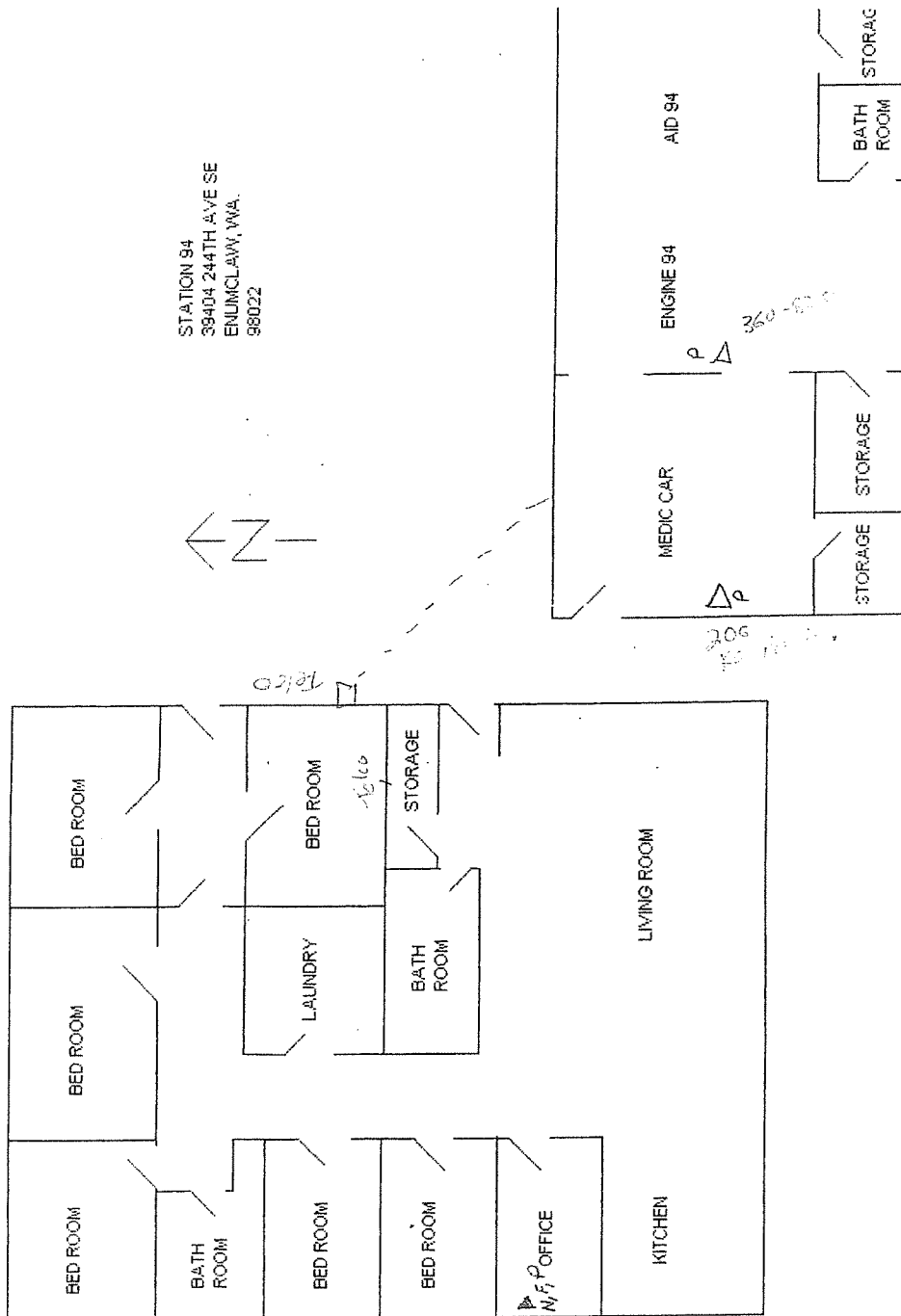


EXHIBIT C



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: ()

Base Rent:

Lease Months	Dates	Monthly Rent

ACKNOWLEDGEMENTS:

LANDLORD

TENANT

By:

By:

Name:

Name:

Date:

Date:

July 3, 2025

Replace Attachment A

[O. Brey]

Sponsor: Dembowski

Proposed No.: 2025-0124

1 **AMENDMENT TO PROPOSED ORDINANCE 2025-0124, VERSION 1**

2 Strike Attachment A, Lease Agreement, undated, and insert Attachment A, Lease
3 Agreement, revision date June 24, 2025
4 **EFFECT prepared by O. Brey: Replace transmitted Attachment A Lease Agreement**
5 ***with a new Attachment A Lease Agreement revised on June 24, 2025 which makes***
6 ***clarifying edits to language throughout the lease agreement, revises the Electricity***
7 ***language to explicitly allow the County to install electric charging stations at a later***
8 ***date and pay for the additional electric service incurred, clarifies that the County is***
9 ***only responsible for routine maintenance of its Premises and Landlord is responsible***
10 ***for all other maintenance and repair, and removes the duplicate use of holdover***
11 ***language. The amended lease agreement was developed in collaboration with the***
12 ***Facilities Management Department, Mountain View Fire and Rescue, and their legal***
13 ***counsel.***

LEASE AGREEMENT

This AMENDED AND RESTATED LEASE AGREEMENT (“Lease”) is made between MOUNTAIN VIEW FIRE AND RESCUE, a Washington State municipal corporation (“Landlord”), and KING COUNTY, a home rule charter the County and political subdivision of the State of Washington (“Tenant” or “the County”). The parties are sometimes referred to together as “Parties” or individually as “Party.”

RECITALS

- A. Under a prior lease, the County paid Landlord \$576.88 per month for premises further defined below. The County desires to pay Landlord a lump sum payment to reconcile the amount paid per month from January 1, 2024 to the Lease Commencement Date, as defined below, and the rental rate contemplated by this Lease.
- B. Landlord intends to declare Landlord’s real property surplus and sell such property. The County acknowledges this intent and recognizes that the Landlord may not grant any extensions beyond the initial five-year term of this Lease.
- C. The Parties acknowledge that consistent with King County Code 4A.100.070.D.4.a. this Lease requires approval from King County Council prior to execution.

NOW THEREFORE, the Parties agree as follows:

1 Basic Lease Information

- 1.1 Lease Date: January 1, 2024 (for reference purposes only)
- 1.2 Landlord: Mountain View Fire and Rescue, a Washington State municipal corporation.
- 1.3 Tenant: King County
- 1.4 Buildings: A fire station building, and a garage storage bay building located at 39404 244th Ave SE, Enumclaw, Washington 98022, on 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 1,000 square feet of exclusive use space and approximately 1,000 square feet of shared use space; the shared use spaces are further defined below as the “Common Areas.” The “Facility” as referred to herein includes all buildings and grounds associated with the fire station as legally described in Exhibit A of the Real Property. The exclusive use space of the Premises consists of:

- 1.5.1 Sleeping quarters consisting of two (2) bedrooms). The County will provide its own lockers, desks, and beds in the bedrooms.
 - 1.5.2 Within the designated office area, two work stations, each consisting of a desk and chair.
 - 1.5.3 One (1) toilet room with shower.
 - 1.5.4 Two (2) garage spaces to accommodate two medic units inside the truck bays.
 - 1.5.5 One (1) secure Storage Room in the garage, as depicted on Exhibit B.
 - 1.5.6 One (1) Open Stage Area, of approximately 100 square feet, generally located in the parking area of the Real Property, with the exact location in the parking area subject to Landlord's discretion and subject to change to accommodate Landlord's operational purposes.
- 1.6 Permitted Use: Support for 24-hour emergency medical services (EMS), including vehicle parking for personnel and emergency vehicles, dormitory space, and access to the foregoing, and/or any other legally permissible uses.
- 1.7 Initial Term: Five (5) Years.
- 1.8 Extended Term(s): Five (5) options to extend of one (1) year per option subject to requirements in Section 3.3.
- 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 Base Rent: Base Rent shall be \$1,545.00 per month. Base Rent shall be adjusted each January 1 by the lesser of 3% or 100% of the annual increase, if any, in the CPI-W for Seattle-Tacoma-Bellevue, as published in June of the previous year.
- 1.13 Security Deposit: None.
- 1.14 Landlord's Address for Notices:
- Mountain View Fire and Rescue
Dawn Judkins, Fire Chief
32316 148th Avenue S.E.,

Auburn, WA 98092
Email: DJudkins@mvfire.org

1.15 The County's Address for Notices:

King County
Attn: Real Estate Services
401 Fifth Avenue, Suite 930
Email: 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). Notices are given on the date of such mailing. If a Party disputes the delivery or receipt of notice by email, then that Party shall bear the evidentiary burden to prove, by a preponderance of the evidence, that such notice was not delivered or received or both.

2 Premises and Description of Leased Areas

- 2.1 Landlord hereby leases the Premises to the County for the Initial 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 (as further defined in Section 24 below). To the extent that the Premises fails to comply with the prior sentence as of the Lease Commencement Date (without limiting any other rights or remedies that the County may have under this Lease and/or at law), Landlord shall promptly correct the same at its sole cost and expense. Provided, however, the County shall be responsible for and shall promptly repair any damages to the Premises due to the negligence or intentional actions of the County, its employees, invitees, and agents.
- 2.2 Landlord also grants the County a nonexclusive license to use those portions of the Real Property made available from time to time by Landlord for the common use and enjoyment of the County and its guests and invitees (the "Common Areas"). Landlord may perform all such acts in and to the Common Areas as Landlord determines in its reasonable discretion should be performed, including without limitation reconfiguring and temporarily closing the Common Areas from time to time, so long as Landlord does not adversely affect the County's use and enjoyment of the Premises. Common Areas include access to and use of:

- 2.2.1 Bathroom/shower facilities for both sexes, in addition to the toilet and shower in the Premises.
- 2.2.2 Office space area depicted on Exhibit B.
- 2.2.3 Kitchen facilities, dining area, and day use rooms.
- 2.2.4 Access to and use of laundry facilities.
- 2.2.5 Access to and use of exercise equipment.

3 Term

- 3.1 Commencement Date. This Lease shall commence on the first day of the month following this Lease's 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 C.
- 3.2 Expiration Date. This Lease shall expire on December 31, 2028.
- 3.3 Extension Options. If the County and Landlord (in its sole and absolute discretion) agree in writing, the County will be granted the option to extend the initial Term for FIVE successive periods of TWELVE (12) months each ("Extended Term"). This option to extend may be exercised by the County and Landlord agreeing in writing no more than six (6) months and no less than three (3) months prior to the last day of then current term. The County's extension option shall apply to all of the Premises then leased by the County 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 increased as described in Section 1.12 above.

4 Permitted Use.

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

5 Rent.

- 5.1 The County covenants and agrees to pay Landlord, at Landlord's Address for Notices set forth in Section 1.14, 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 Initial and Extended Terms (the "Base Rent"). Base Rent for any fractional calendar month at the beginning or end of any term shall be prorated. Base Rent Extended Term: In the event the Parties agree to grant the County the option to extend as provided in Section 3.3. Base Rent shall be adjusted each January 1 by the lesser of 3% or 100% of the annual increase, if any, in the CPI-W for Seattle-Tacoma-Bellevue, as published in June of the previous year.

- 5.2 The County will pay a lump sum payment to reconcile the difference in the previous rental rate and the rate contemplated by this Lease for the period of January 1, 2024 to the Lease Commencement Date. The amount of the lump sum payment will be calculated by multiplying the rental rate difference by the number of applicable months, as shown below.

\$1500.00 (this Lease's rental rate)

– \$576.88 (rate paid from January 1, 2024)

\$923.12 (difference to be multiplied by the number of months between January 1, 2024 and December 31, 2024)

\$1545.00 (this Lease's rental rate for 2025)

– \$576.88 (rate paid from January 1, 2024)

\$968.12 (difference to be multiplied by the number of months between January 1, 2025 and the Lease Commencement date)

6 Security Deposit. None.

7 Utilities and Services.

Either Party may request changes in the services to be performed or provided hereunder. Mutually agreed upon changes must be incorporated by written amendment to this Lease and signed by both Parties.

7.1 Landlord Utility and Maintenance Responsibilities. The Landlord shall at all times furnish Premises and Common Areas with and directly pay for:

7.1.1 Water. Water at those points of supply provided for general use of the County and Landlord in Premises and Buildings.

7.1.2 Sewer Service. All sewer services to the Buildings and Premises.

7.1.3 Heating, Lighting, and Propane. Landlord shall pay for and provide heating, lighting, cooling, and propane-supported services for the Premises and Buildings at such temperatures and in such amounts as are required by governmental authority or as are reasonably appropriate for the Premises and Buildings on a 24-hour basis.

7.1.4 Standby Power. One emergency generator is available to provide backup power to the Premises and Common Areas. Landlord shall provide and pay for the regular maintenance and upkeep for a functioning backup power system.

7.1.5 Parking. The Landlord shall provide private vehicle parking for the on-duty paramedic personnel on Landlord's Real Property.

- 7.1.6 Storage Space. In addition to the Storage Space included in the Premises, the Landlord will provide storage space on the Real Property for limited storage of “non-controlled” operational supplies, to include oxygen storage units and/or bio waste storage units as mutually agreed by the Parties.
- 7.1.7 Telephone and Network Services. The Landlord will furnish the County with Landlord’s telephone and network services for sending and receiving data and emergency support activities.
- 7.1.8 Buildings, Real Property Repair Obligations. Landlord shall maintain, repair and replace, if necessary, the Buildings; all Buildings systems, including but not limited to interior lighting (including replacement of light bulbs, ballasts and starters as required); 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 Buildings (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 (examples include fire, building energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.). Provided, however, the County shall be responsible for and shall promptly repair any damages to the Premises due to negligent or intentional actions of the County, its employee, invitees, and agents.
- 7.2 The County’s Utility and Maintenance Responsibilities. The County shall bear the costs directly and shall be responsible for:
- 7.2.1 Security. The County shall provide for the security of all pharmaceutical supplies including controlled substances. Security measures shall ensure that these items are accessible the County personnel only. The County is not responsible for third party actions related to the pharmaceutical supplies, including controlled substances, except in the case of its negligence. The County will comply with all applicable state, federal, and local laws regarding the storage and security of controlled substances.
- 7.2.2 Buildings and Real Property Maintenance. The County shall require all its personnel assigned to this location to participate in the daily and weekly housekeeping duties and other periodic cleaning of the Real Property in cooperation with Landlord’s personnel.
- 7.2.3 Waste Removal. The County shall provide a waste receptacle and collection service for all its solid waste and the County shall be responsible for disposal of all of its medical waste.
- 7.2.4 Premises’ Maintenance and Repairs. Subject to Landlord’s obligations under this Lease, including the Landlord’s maintenance and repair obligations set out in Section 7.1.8, the County shall be responsible for the routine maintenance and repairs to the interior of the Premises, which shall be maintained and repaired in a commercially reasonable manner.
- 7.2.5 Electricity. The Parties agree that the County may install electric charging station(s) to service electric vehicles and other electric medic unit equipment. In such an event, the County will pay the cost for such additional electrical service that is above and beyond the

cost Landlord incurs for providing electrical service under Section 7.1.3. Before the County exercises this right, the Parties will, by mutual agreement, determine how the County will be charged for the cost of this additional electrical use.

8 Operating Costs.

Each Party is responsible for and shall pay for, the costs to service, maintain, and repair the Premises and Buildings as outlined in Section 7.

9 Maintenance and Repairs.

Each Party is responsible for and shall pay for, the costs to service, maintain, and repair the Premises and Buildings as outlined in Section 7.

10 Sublease and Assignment.

The County may not assign this Lease in whole or in part, or sublet all or any portion of the Premises.

11 Alterations and Improvements.

Except as required by its obligations under Section 7.2.4, the County may not perform alterations and/or improvements to the Premises.

12 Damage and Destruction.

In the event the Premises or the Buildings are destroyed or damaged by fire, earthquake, or other casualty so as to render the Premises or Buildings in the County's sole judgment, unfit for occupancy or the County's intended purpose, and the Landlord neglects or refuses (in its sole and absolute discretion) to restore the Premises to its former condition within ninety (90) days of such damage or destruction, the County may terminate this Lease upon thirty (30) days written notice to Landlord. In the event of such termination, Landlord and the County 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 the County, the untenable portion of the Premises or the Buildings renders the Premises unusable for the Permitted Use, the County may unilaterally terminate this Lease upon thirty (30) days written notice to Landlord.

13 Condemnation.

If any portion of the Premises or Real Property upon which the same are situated (including, without limitation, any parking areas associated with the Premises and/or Real Property) which is necessary, in the County's sole judgment, for the County's occupancy or intended use of the Premises, or fifty percent (50%) or more of the rentable area of the Real Property, is made untenable by eminent domain or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or the County 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 Real Property necessary for the County's occupancy or intended use that does not render them, in the County'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 County, in its sole judgment, determines that the condemnation has rendered the Premises unsuitable for the Permitted Use, the County 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 Buildings and the County shall make no claim for the value of its leasehold. The County shall be permitted to make a separate claim against the condemning authority for moving expenses if the County terminates the Lease under this section, provided that in no event shall the County's claim reduce Landlord's award.

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, arising out of or incidental to the exercise of rights and obligations under this Lease. 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 12 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 it is necessary for the indemnified Party to incur attorneys' fees, legal expenses or other costs to enforce the provisions of this Section 12, all such reasonable fees, expenses and costs shall be recoverable from the indemnifying Party, but only to the extent of the indemnifying party's negligence when any Claims result from the concurrent negligence of the Parties.

15 Insurance.

- 15.1 Landlord acknowledges that the County, a Home Rule, chartered county, maintains a fully funded self-insurance program as defined in King County Code 2.21 for the protection and handling of the County's liabilities, including injuries to persons and damage to property. The County shall, at its own expense, maintain, through its self-funded program, coverage sufficient for all of its liability exposures for this Lease. The County shall provide Landlord with at least thirty (30) days prior written notice of any material change in the County's self-funded program and shall provide Landlord with a certificate of self-insurance as proof of coverage. Landlord further acknowledges that the County does not maintain a commercial General

Liability Insurance policy and is a self-insured government entity; therefore, the County does not have the ability to add Landlord as an additional insured to such policy. Should the County cease self-insuring its liability exposure and purchase a Commercial General Liability Insurance Policy, the County shall add Landlord as an additional insured to such policy. The County 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 Initial and Extended Terms commercially reasonable policies of property insurance covering loss of or damage to the Buildings (including the County's 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 the County, its officers, employees and agents, for any loss or damage sustained by Landlord with respect to the Buildings 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 Dispute Resolution and Mediation.

- 16.1 The Parties agree to use their best efforts to resolve disputes regarding this Lease in an economic and time-efficient manner to advance the purposes of this Lease. In the event that a dispute arises between Landlord and the County, the Parties shall attempt to resolve such dispute as expeditiously as possible and will cooperate so that the express purposes of this Lease are not frustrated, and so that any design, planning, construction, or use of the Real Property is not delayed or interrupted. Provided, that nothing in this Lease shall otherwise limit the Parties' legal, equitable, or other rights or remedies.
- 16.2 Landlord and Tenant agree that if 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, except in the case of an alleged Landlord's default as described in Section 22.2 and the County's remedy for such. 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 and agrees that the County, upon performance of all the County's obligations under this Lease, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming under Landlord, subject to the other terms and provision of this Lease and subject to all underlying leases and other underlying matters of record to which this Lease is or may become subject.

19 Holding Over.

If, the County holds possession of the Premises after the Initial Term or Extended Term of this Lease or any extension thereof without Landlord's written consent (which consent may be withheld in Landlord's sole and absolute discretion), the County shall become a tenant on a month-to-month basis upon the terms herein specified, but at a monthly rent equivalent to 125% of the then prevailing rent payable by the County at the expiration of the Initial Term or Extended Term of this Lease or any extension thereof. and subject to the continued application of all of the provisions of Section 5 payable in advance on the first day of each month. Landlord may initiate any necessary legal proceedings to evict the County if the County holds over without Landlord's written consent.

20 Non-Discrimination.

Neither Landlord nor Tenant shall 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 Ch. 12.16.125. 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 the Lease and may result in ineligibility for further agreements with King County.

21 County's Default and Landlord Remedies.

21.1 *County's Default:* Following the Lease Commencement Date, the occurrence of any one or more of the following events shall constitute a "Default" by the County and shall give rise to Landlord remedies set forth below:

21.1.1 Failure to pay when due all or any portion of Rent, if the failure continues for three (3) business days after written notice to the County.

21.1.2 Failure to observe or perform any term or condition of this Lease other than the payment of Rent, unless such failure is cured within a reasonable period of time following notice thereof, but in no event more than thirty (30) days following notice from Landlord (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).

21.1.3 Failure to cure immediately upon notice thereof any condition which is hazardous or interferes with the operation or leasing of the Premises or Real Property, or may cause the imposition of a fine, penalty or other remedy on Landlord or its agents or affiliates.

21.1.4 Abandonment and vacation of the Premises (failure to occupy and operate the Lease Premises for ten (10) consecutive days).

The occurrence of any of the aforementioned events of default shall not under any circumstance excuse or relieve the County from any of its obligations under this Lease, including payment of Rent.

21.2 *Landlord's Remedies:*

21.2.1 If the County defaults on its obligations, Landlord shall have the right without notice or demand (except as provided in Sections 15 and 16) to pursue any of its rights or remedies at law or in equity which shall be cumulative with and in addition to any other right or remedy allowed under this Lease. Landlord may elect to terminate this Lease and the County's right to possession, at any time following a default and upon sixty (60) days written notice to the County.

21.2.2 In the event of any such reentry by Landlord, the County may, at Landlord's option, require the County to remove from the Premises any of the County's property located thereon. If the County fails to do so, Landlord shall not be responsible for the care or safekeeping thereof and may remove any of the same from the Lease Premises and place the same elsewhere in the Buildings or in storage in a public warehouse at the cost, expense and risk of the County with authority to the warehouseman to sell the same in the event that the County shall fail to pay the cost of transportation and storage. In any and all such cases of reentry Landlord

may make any repairs in, to or upon the Premises which may be necessary, desirable or convenient, and the County hereby waives any and all claims for damages which may be caused or occasioned by such reentry or to any property in or about the Premises or any part thereof.

21.2.3 Forbearance by Landlord to enforce one or more remedies shall not constitute a waiver of any default.

22 Landlords' Default and County's Remedies.

22.1 *Landlord's Default:* Landlord's failure to perform or observe any of its obligations under this Lease or to correct a breach of any warranty or representation made in this Lease within thirty (30) days after receipt of written notice from the County setting forth in reasonable detail the nature and extent of the failure referencing pertinent Lease provisions, or if more than thirty (30) days is required to cure the breach, Landlord's failure to begin curing within the thirty (30) day period and diligently prosecute the cure to completion, shall constitute a default.

22.2 *County's Remedies:* If Landlord commits a default that materially affects Tenant's use of the Premises, and Landlord has failed to commence to cure such default within thirty (30) days (or such shorter time as is commercially reasonable in the case of an emergency threatening imminent harm to persons or property), then the County may, without waiving any of its rights or remedies at law or in equity which shall be cumulative with and in addition to any other right or remedy allowed under this Lease, thereafter cure the default. Such notice shall include notice of the County's plans to undertake the cure if Landlord does not do so within thirty (30) days (or less as provided above). The reasonable cost of such cure shall be deemed paid or incurred for the account of Landlord, and Landlord shall reimburse the County for these costs. Landlord shall reimburse Tenant within thirty (30) days after completion of the cure and invoice to Landlord itemizing the costs of cure. If the Landlord disputes either the necessity of the cure or the cost thereof, the matter shall be settled by arbitration administered by the American Arbitration Association in accordance with its Rules for the Real Estate Industry before a single neutral arbitrator of the American Arbitration Association sitting in Seattle, Washington. The arbitrator shall be a person having at least ten (10) years' experience and knowledge about commercial leasing and property management. The arbitration shall be held within sixty (60) days of Landlord notifying the County it disputes the County cure. The costs of the arbitrator shall be shared equally by the Parties. The prevailing Party shall be entitled to an award of reasonable attorney's fees. The arbitrator's award shall be final and binding on the Parties.

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, Chapter 70A.305 RCW (“MTCA”); the Washington Hazardous Waste Management Act, Chapter 70A.300RCW; 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 the County that there is no Hazardous Material on, in, or under the Premises or the Real Property as of the Lease 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 the County 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 The County 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 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 the County breaches the obligations stated in the preceding sentence, then the County 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 (“Environmental Claims”) to the extent that said Environmental Claims are a result of said breach. The County shall promptly notify Landlord of any inquiry, investigation or notice that the County 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 the County, 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, the County 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 the County 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 the County 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 the County 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 Landlord shall remediate any Hazardous Material discovered in the course of carrying out Landlord's obligations at Landlord's sole cost and expense.

24.6 Each of the Parties agrees that its obligations under this Section 24 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.

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

24.8 All claims, judgements, damages, penalties, fines, costs, liabilities, and losses involving the release or presence of Hazardous Material shall be subject to this Section 24, and not the indemnity and liability provisions of Section 14.

25 General.

25.1 Heirs and Assigns. This Lease shall apply to and be binding upon Landlord and the County and their respective heirs, executors, administrators, successors and assigns.

25.2 Brokers' Fees. The County 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 the County. Landlord represents and warrants to the County 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 the County against any loss, cost, liability, or expense incurred by the County 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 the County 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 the County.
- 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. Any and all claims relating to this Lease shall be governed by the substantive and procedural laws of the State of Washington, without giving effect to its conflicts of law or choice of law provisions. The sole and exclusive venue for any action arising from or related to this Lease shall be in the Superior Court of King County, Washington, and the Parties hereby agree to the personal jurisdiction of such court.
- 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
- Exhibit B: Diagram of Premises and Common Areas
- Exhibit C: Lease Commencement and Expiration 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.

The County 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. The County shall install any approved signage at the County's sole cost and expense and in compliance with all applicable laws.

28 Subordination, Nondisturbance, and Attornment.

This Lease shall be subordinate to all existing and future mortgages and/or deeds of trust on the Premises, the Buildings, and the County 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, Landlord or beneficiary agrees in a written instrument in form and substance satisfactory to the County that the County'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.

29 Rules and Regulations. Reserved.

30 Estoppel Certificates.

Upon Landlord's written request, the County will execute, acknowledge and deliver to Landlord a written statement in form satisfactory to Landlord certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect, as modified, and stating the modifications); (b) that this Lease has not been canceled or terminated; (c) the last date of payment of Rent and the time period covered by such payment; (d) whether there are then existing any breaches or defaults by Landlord under this Lease known to the County, and, if so, specifying the same; and (e) such other factual statements as Landlord, any lender, prospective lender, investor or purchaser may reasonably request. Nothing herein shall, be construed to create or impose a duty upon the County to conduct an investigation or incur any out-of-pocket costs in responding to Landlord's request for an estoppel certificate. For purposes of clause (d) of the preceding sentence, the County's knowledge may be limited to the actual knowledge of an authorized representative of the County with responsibility for the administration of this Lease. The County will deliver the statement to Landlord within fifteen (15) business days after Landlord's request. Landlord may give any such statement to any lender, prospective lender, investor or purchaser of all or any part of the Premises or Buildings and any such Party may conclusively rely upon such statement as true and correct.

31 Surrender of Premises.

At the end of the Initial Term of this Lease, the any extension thereof, or other sooner termination, the County will peaceably deliver to Landlord possession of the Premises, in the same condition as received, except for ordinary wear and tear, and the County will deliver all keys to the Premises to Landlord. The County shall also remove all equipment,

trade fixtures, and personal property from the Premises. At the County's election, the County may, but shall not be required to, remove any alterations installed by the County or elements of the County's improvements at no cost to Landlord, provided that the County shall repair any damaged to the Premises caused by such removal.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease , effective as of the date of the last Party's signature.

Landlord:

MOUNTAIN VIEW FIRE AND RESCUE, a fire protection district

By: _____
Name: _____
Title: _____
Date _____

The County:

KING County, a home rule charter county and political subdivision of the State of Washington

By: _____
Name: _____
Title: _____
Date _____

APPROVED AS TO FORM:

By: _____
Senior Deputy Prosecuting Attorney

STATE OF WASHINGTON)

) SS.

The County OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of _____, a _____, 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 ____ day of _____, 2025.

Notary Public

Print Name

My commission expires

(Use this space for notarial stamp/seal)

STATE OF WASHINGTON)

) ss.

The County OF KING)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that ____ signed this
instrument, on oath stated that ____ was authorized to execute the instrument and acknowledged
it as the _____ of KING County, a political subdivision of the State
of Washington, 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 _____ day of
_____, 2025.

Notary Public

Print Name

My commission expires

(Use this space for notarial stamp/seal)

Exhibit A

LEGAL DESCRIPTION

N1/2 OF SW1/4 OF NW1/4 OF SW 1/4 SEC 2-20-6 LESS W 42 FT & LESS POR DAF
- BAAP WCH BRS N 00-21-36 E 1653.45 FT FRM SW COR SD SEC 2 TH E 42 FT
TO TPOB TH N 00-21-36 E 44 FT TH S 89-16-24 E 618.90 FT M/L TO NE COR OF S
1/2 OF SW1/4 OF NW1/4 OF SD SW1/4 TH WLY ALG N LN SD SUBD TO TPOB

Photos of the Premises



Exhibit B

DIAGRAM OF PREMISES AND COMMON AREAS

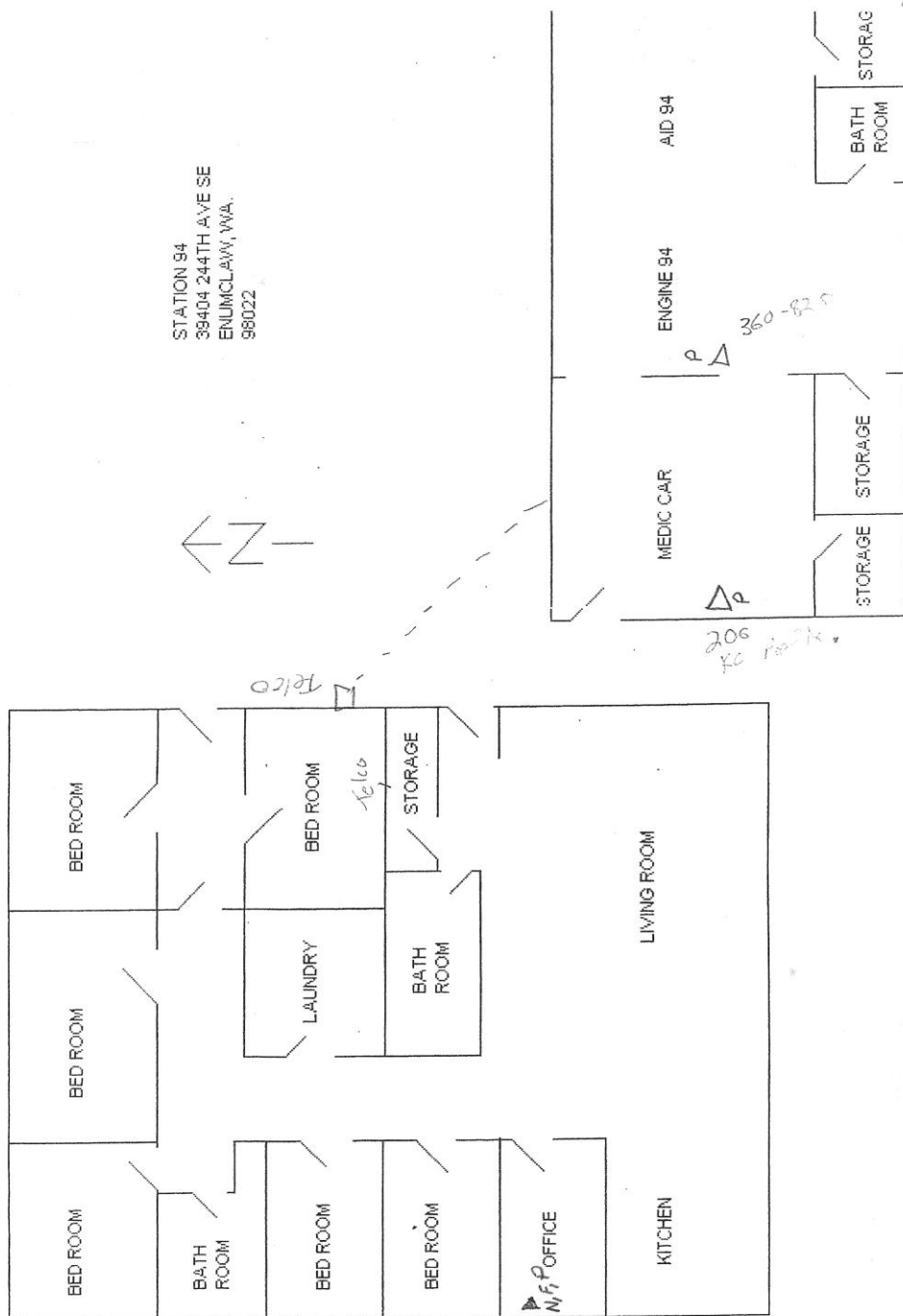


EXHIBIT C



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: ()

Base Rent:

Lease Months	Dates	Monthly Rent

ACKNOWLEDGEMENTS:

LANDLORD	TENANT
By:	By:
Name:	Name:
Date:	Date:



King County

Shannon Braddock

King County Executive

401 Fifth Avenue, Suite 800
Seattle, WA 98104

206-296-9600 Fax 206-296-0194

TTY Relay: 711

www.kingcounty.gov

April 18, 2025

The Honorable Girmay Zahilay
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Zahilay:

This letter transmits a proposed Ordinance that, if enacted, will enable King County to enter into a new lease at an existing location for the Department of Public Health, with Mountain View Fire and Rescue for space located at 39404 244th Ave. SE, Enumclaw, Washington. This facility houses the Medic One Program whose mission is to provide emergency medical services to the southeast King County area. Approval of this lease agreement supports the provision of King County operations and services.

This transaction is recommended per the rationale and considerations provided in the attached property summary.

Thank you for your consideration of this proposed Ordinance.

If your staff have any questions, contact Drew Zimmerman, Acting Director, Facilities Management Division at 206-263-5935.

The Honorable Girmay Zahilay

April 18, 2025

Page 2

Sincerely,

A handwritten signature in black ink, appearing to read 'Shannon Braddock', written over a horizontal line.

for

Shannon Braddock

King County Executive

cc: King County Councilmembers

ATTN: Stephanie Cirkovich, Chief of Staff, King County Council

Melani Hay, Clerk of the Council

Karan Gill, Deputy Executive, Chief of Staff, Office of the Executive

Penny Lipsou, Council Relations Director, Office of the Executive

Lorraine Patterson-Harris, County Administrative Officer, Department of Executive Services (DES)

Drew Zimmerman, Acting Director, Facilities Management Division (FMD), DES

Julie Ockerman, Manager, Real Estate Services, FMD, DES

KING COUNTY FISCAL NOTE - *Property Leases and Sales*

GENERAL TRANSACTION INFORMATION

Ordinance/Motion:					Transaction Duration:	5
Title:	Mountain View Fire and Rescue - PH Medic One				Fair Market Value:	NA
Affected Agency/Agencies:	Public Health				Legal Transaction	Lease Renewal
Note Prepared By:	Sandy Ou / Steven Tease	Date Prepared:	3/11/2025		Fiscal Transaction	Stand Alone
Note Reviewed By:		Date Reviewed:				
Description of Request:	Mountain View Fire and Rescue - Public Health Medic One					

FINANCIAL IMPACTS

Part 1 - Net Present Value Analysis Results

Net Present Value to King County (all impacts): ***	NA	Net Present Value to Primary Impacted Agency (customer of transaction): ***	NA
--------------------------------------------------------	----	--------------------------------------------------------------------------------	----

Part 2 - Revenue and Expenditure Impacts

As of the preparation date of this fiscal note, the impact of the above legislation on the financial affairs of King County is *estimated* to be as indicated below:

Revenue to: ^{2,3,5}

Appropriation Unit	Appr. Number	Department	Fund Number	Project Number	Revenue Account Code and Source/Description	Sum of Revenues Prior to 2025	2025	2026 / 2027	2028 / 2029	2030 / 2031
						\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL						\$ -	\$ -	\$ -	\$ -	\$ -

Expenditures from: ^{2,3,4,5}

Appropriation Unit/Expenditure Type	Appr. Number	Department	Fund Number	Project Number	Expenditure Notes	Sum of Expenditures Prior to 2025	2025	2026 / 2027	2028 / 2029	2030 / 2031
Facilities Management / Long Term Lease Fund	0	DES	3310							
Real Estate Services Labor Costs						\$ -	\$ -	\$ -	\$ -	\$ -
King County Project Management						\$ -	\$ -	\$ -	\$ -	\$ -
Lease Payments/Associated O&M					Assumptions: 1) rent adjusted annually by 3%; 2) lease term 5/1/2025 - 12/31/2028; 3) 2025 cost includes additional due for 2024	\$ 6,923	\$ 29,617	\$ 38,765	\$ 20,259	\$ -
Service Costs (Appraisal, Title, Move)						\$ -	\$ -	\$ -	\$ -	\$ -
Tenant and Other Improvements						\$ -	\$ -	\$ -	\$ -	\$ -
10% Art for General Fund Transactions						\$ -	\$ -	\$ -	\$ -	\$ -
Other Transaction Costs						\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL						\$ 6,923	\$ 29,617	\$ 38,765	\$ 20,259	\$ -
Public Health	A830000	DPH	1190							
Real Estate Services Labor Costs						\$ -	\$ -	\$ -	\$ -	\$ -
King County Project Management						\$ -	\$ -	\$ -	\$ -	\$ -
Lease Payments/Associated O&M					Operation costs per sec. 7.2 of lease	\$ 7,888	\$ 8,125	\$ 16,988	\$ 8,878	\$ -
Service Costs (Appraisal, Title, Move)						\$ -	\$ -	\$ -	\$ -	\$ -
Tenant and Other Improvements						\$ -	\$ -	\$ -	\$ -	\$ -
10% Art for General Fund Transactions						\$ -	\$ -	\$ -	\$ -	\$ -
Other Transaction Costs						\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL						\$ 7,888	\$ 8,125	\$ 16,988	\$ 8,878	\$ -
TOTAL						\$ 14,811	\$ 37,742	\$ 55,753	\$ 29,137	\$ -

APPROPRIATION IMPACTS

As of the preparation date of this fiscal note, the impact of the above legislation on the budget appropriation of King County is *estimated* to be as indicated below: ¹

Appropriation Unit	Appr. Number	Department	Fund Number	Project Number	Appropriation Notes	2025 Allocation Change	2026 / 2027 Appropriation Change	Total 6-Year CIP Outyear Planning
					0	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
TOTAL						\$ -	\$ -	\$ -

Assumption and Additional Notes:

*** An NPV analysis was not performed because this is a renewal of an existing lease. The site is located in the area convenient to providing emergency services to Southeast King County.

- If the expenditure impact equals or exceeds five percent of the fund expenditures, a copy of the most recent applicable appropriation unit financial plan is attached to this transmittal.
- The sum of outyear impacts is provided for capital projects and agreements. This sum for revenue and expenditures includes all revenues/expenditures for the duration of the lease/other agreement or life of the capital investment.
- This transaction does not require the use of fund balance or reallocated grant funding.
- The transaction is not backed by new revenue.
- A detailed explanation of how the revenue/expenditure impacts were developed is provided below, including major assumptions made in developing the values presented in the fiscal note and other supporting data:
 - Base rent starts at \$18,540/year with annual increases each January 1st by the lesser of three percent or the CPI-W.
 - Operation costs are not paid out of the long-term lease fund from Public Health, and are instead funded out of the Medic One levy funding source.

Lease Property Summary

Photo of Property



Property Owner: Mountain View Fire and Rescue
Address: 39404 244th Ave. SE, Enumclaw, WA 98022
Cost Per Sq. Ft.: \$1.55 per square foot
Operational Costs: Estimated at \$8,125.00 for 2025, based off prior years' cost
Term: Five years + five one-year options
Square Footage: 1,000 SF exclusive use space + 1,000 SF shared use space
Template: County
Council District: Nine
Funding Source: Medic One Levy, Ordinance 18932
Previous Location: New lease at existing location
Offer Expiration: N/A, currently in holdover with no additional costs until lease is in place.

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Lease Synopsis:

The proposed Ordinance [provides for supports](#) leasing real property known as, Mountain View Fire and Rescue - Station 94, [which](#) located between Enumclaw and Black Diamond, for use by King County's Medic One (Medic One), a division within Public Health-Seattle King County (PHSKC). Medic One is the County's sole public first responder in the vicinity that provides Advanced Life Support (ALS) and Basic Life Support (BLS) to the cities of Enumclaw, Black Diamond, and the surrounding unincorporated areas of southeast King County.

Context

Rationale for transaction: Station 94 is located between the cities of Enumclaw and Black Diamond and has convenient access to these major southeast King County population centers and the surrounding area via arterial roads. The lease includes the exclusive use of approximately 1,000 square feet and shared use of approximately 1,000 square feet, which includes two dormitory rooms, one office, one bathroom, two garage spaces, kitchen, laundry facilities, one storage room, and an open staging area. The square footage provides parking for ambulance and temporary living accommodations for on-duty first responders. The proposed lease agreement allows Medic One to continue to provide first responder service to the southeast county area from a centrally located and established location.

Policy considerations: The proposed lease agreement supports Medic One's mission to provide ALS, BLS, and other first response services to Enumclaw, unincorporated southeast King County, and surrounding areas.

Political considerations: N/A

Community considerations

or partnerships: The proposed lease agreement allows for Medic One and Mountain View Fire and Rescue to continue to provide ALS and BLS services to Enumclaw, unincorporated southeast King County, and surrounding areas.

Fiscal considerations: The previous lease expired on December 31, 2023, and the County is in holdover that will be reconciled on commencement of this lease. The negotiations for this lease were delayed while the landlord assessed its operational needs for this site.

The annual cost to lease the facility is \$18,540.00. In addition, the lump sum payment to reconcile the difference between the previous rental rate and the rate established by this lease for the period from January 1, 2024, to the lease commencement date in 2025 if approved by Ordinance.

The lump sum payment is calculated by multiplying the rental rate difference by the number of applicable months:

- **2024 Calculation:**

- \$1,500.00 (this lease's rental rate) - \$576.88 (previous rental rate) = **\$923.12**
- This difference is multiplied by the number of months between January 1, 2024, and December 31, 2024.
- Total for 2024: **\$11,077.44**
- **2025 Calculation:**
 - \$1,545.00 (this lease's rental rate) - \$576.88 (previous rental rate) = **\$968.12**
 - This difference is multiplied by the number of months between January 1, 2025, and the lease commencement date.
 - The total amount for 2025 will depend on the lease commencement date.

Additional county responsibilities are outlined in Section 7.2 of the lease. The County is responsible for:

- Securing its pharmaceuticals
- Participating in daily housekeeping and periodic cleaning
- Arranging for a waste collection service equipped to handle medical waste
- Covering non-structural repairs and maintenance
- Paying for electricity used to charge vehicles and apparatus beyond the current usage level

In 2024, these costs amounted to **\$7,888.21**. -The 2025 costs are estimated to be **\$8,125.00**

Other considerations: The location of the leased property provides easy access to major roads and highways and public transit facilitating the provision of Medic One's services to the surrounding area.

CIP/operational impacts: N/A

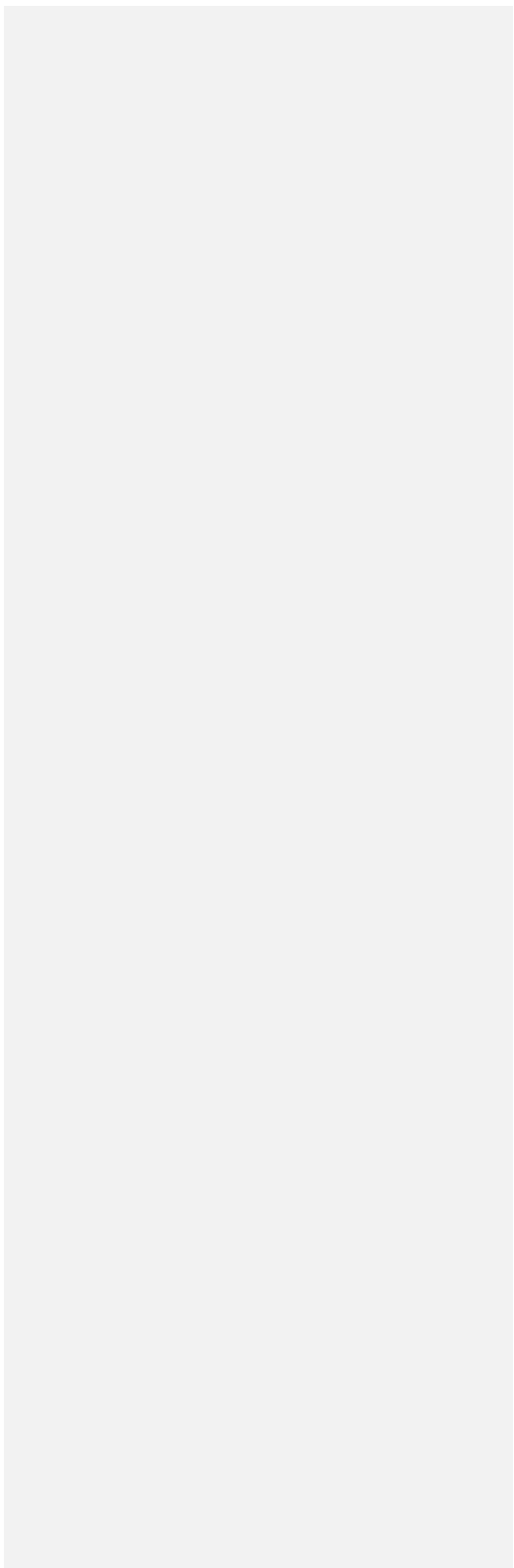
King County Strategic Plan impact: N/A

Equity and Social Justice impact: In accordance with Real Property Asset Management Plan policies, the Facilities Management Division and the PHSKC reviewed this proposed legislation for Equity and Social Justice impacts. The Medic One program is the only public service for first responders that supports the cities of Enumclaw and Black Diamond and the surrounding unincorporated areas southeast King County to provide ALS and BLS emergency medical services.

Energy Efficiency impact: N/A

Lease Agreement Alternatives Analysis

Summary: King County searched for other facilities in 2021 prior to securing this location. This location met, and continues to meet, the ALS and BLS needs of the City of Enumclaw, unincorporated southeast King County, and King County EMS.



A map of a residential area in Kent, WA. The map shows a grid of streets including SE 380th St, SE 400th St, 236th Ave SE, 244th Ave SE, and 264th Ave SE. Two lakes are visible: Beaver Lake and Bass Lake. A yellow highlighted parcel is located on 244th Ave SE, between SE 380th St and SE 400th St. The parcel is a small, irregularly shaped lot. The map also shows various other streets and green spaces.