



City of Tukwila
**Community Services
 and Safety Committee**

- ◆ Cynthia Delostrinos Johnson, Chair
- ◆ De'Sean Quinn
- ◆ Zak Idan

Distribution:
 C. Delostrinos Johnson Mayor Ekberg
 D. Quinn D. Cline
 Z. Idan R. Bianchi
 K. Kruller C. O'Flaherty
 K. Hougardy A. Youn
 L. Humphrey

AGENDA

MONDAY, JULY 19, 2021 – 5:30 PM

FOSTER CONFERENCE ROOM
 (6300-Building, Suite-100)

**THIS MEETING WILL NOT BE CONDUCTED AT CITY FACILITIES
 BASED ON THE GOVERNOR'S PROCLAMATION 20-28.**

**THE PHONE NUMBER FOR THE PUBLIC TO LISTEN TO THIS
 MEETING IS: 1-253-292-9750, Access Code 758631791#**

**Click here to: [Join Microsoft Teams Meeting](#)
 For Technical Support during the meeting call: 1-206-433-7155.**

| Item | Recommended Action | Page |
|--|------------------------------------|--------------|
| 1. BUSINESS AGENDA | | |
| a. Park lease agreements. <i>Stephanie Gardner-Brown, Recreation Superintendent</i> | a. Forward to 8/16 Consent Agenda. | Pg.1 |
| b. An update on school speed zone cameras. <i>Eric Drever, Police Chief</i> | b. Discussion only. | Pg.29 |
| c. Fire Marshal's Office alternatives. <i>Norm Golden, Deputy Fire Chief; Ben Hayman, Fire Marshal; Vicky Carlsen, Finance Director</i> | c. Forward to 8/9 C.O.W. Meeting. | Pg.31 |
| 2. MISCELLANEOUS | | |

Next Scheduled Meeting: *August 2, 2021*



The City of Tukwila strives to accommodate individuals with disabilities.
 Please contact the City Clerk's Office at **206-433-1800** (TukwilaCityClerk@TukwilaWA.gov) for assistance.



INFORMATIONAL MEMORANDUM

TO: Community Services and Safety Committee

FROM: Tracy Gallaway, Acting Parks and Recreation Director

BY: Stephanie Gardner-Brown, Parks and Recreation Analyst

CC: Mayor Ekberg

DATE: July 12, 2021

SUBJECT: Tukwila School District – City of Tukwila Lease Agreements

ISSUE

Renew and update property lease agreements with the Tukwila School District (TSD).

BACKGROUND

The City of Tukwila has leased three different Tukwila School District properties and operated each site as a park for several decades. Throughout this time, the Parks and Recreation Department has maintained and performed various capital improvements at each park. The parks include Duwamish Park, Foster Park, and Riverton Park. Each Park provides recreation access and opportunities for play, wellness, and social interactions to Tukwila residents, and the region. These three parks are each located within residential neighborhoods and provide excellent access to large areas of open space.

DISCUSSION

In April of 2020, the City Council adopted the updated Parks, Recreation, and Open Space Plan. The plan identifies capital improvement projects throughout the Tukwila parks system. As staff plan for future park improvements, property lease agreements with the Tukwila School District will need to be renewed to secure public access and protect the City's investment. Staff have been in conversation with TSD staff and have determined that all three agreements will be renewed and updated. Two of the agreements, Joseph Foster Park and Riverton Park have expired, and the existing Duwamish Park lease is set to expire in 2023.

The new lease agreements will be in effect for a period of thirty years. This will allow the city to make improvements for recreation purposes to the properties. Copies of each new lease agreement is attached. They are identical with the following exceptions:

1. Park location
2. Duwamish Park: the current lease will not expire until 2023, therefore the current lease will end early.

It is expected that the execution of each lease will occur at the same time, therefore the expiration of each lease will also be the same unless one lease should terminate early.

FINANCIAL IMPACT

The rent for each park is \$1 per year. As with all Tukwila parks, continued maintenance and improvements will be performed for the benefit of Tukwila residents and those that work and play in Tukwila.

RECOMMENDATION

The Community Services and Safety Committee is being asked to recommend entering into new lease agreements with the Tukwila School District at the August 16, 2021, Regular Council Meeting Consent Agenda by authorizing the Mayor to sign the agreements for Duwamish Park, Foster Park, and Riverton Park.

ATTACHMENTS

- A. Duwamish Park Lease
- B. Foster Park Lease
- C. Riverton Park Lease

Parks Lease Overview

| Park | Acres | Lease Information | Unique Features/Notes | Potential Improvements |
|--|--------------|---|--|--|
| Duwamish Park 11646 42nd Ave S | 3 | Lease entered: March 26,1993 Term: 30 years Expires: March 26, 2023 | maze, picnicking, playground, open field, picnic shelter, labyrinth, flower garden, plaque | Updated sport court, dog park, walking path, bike safety course, pavement games, new playground, turf field. |
| Joseph Foster Memorial Park 13919 53rd Ave. S | 7 | Lease entered: 1982 Term: 20 years Expired: 01/01/2002 | Picnic shelter, playground, open field, dog park, walking path | Walking path upgrades, new playground, multi-use turf field. |
| Riverton Park 4101 S. 131st St. | 4.8 | Lease entered: 4/1/1986 Term: 30 Expired: 4/1/2016 | Picnic shelter, playground, open field, walking path, pea patch | Walking path improvements, new playground, |

LEASE AGREEMENT

Tukwila School District
And
City of Tukwila

This Lease Agreement (“Agreement”) is made by and between the City of Tukwila, a Washington municipal corporation (“City”), and the Tukwila School District, a Washington municipal corporation (“District”). The City and the District may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

- A. The District is the owner of the real property situated at 11646 42nd Avenue South, Tukwila, Washington, known as King County Parcel No. 3347400175 and Parcel No. 3347400580 legally described and depicted on Attachment A (the “Property”).
- B. The City desires to lease from the District, and the District agrees to lease, the Property subject to the terms and conditions more specifically set forth below in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, conditions, duties and obligations set forth below, the Parties agree as follows:

AGREEMENT

1. Incorporation. The Recitals set forth above are incorporated in this Agreement by this reference as binding commitments and representations of the Parties.
2. Term. The term of this Agreement shall be for thirty (30) years, commencing on the date this Agreement is signed by the last party signing the same, unless sooner terminated as provided in this Agreement.
3. Rent. The City shall pay rent to the District for the use of the Property at the rate of \$1.00 per year, the first payment due on or before _____, and each subsequent payment to be due on or before the 1st day of January of each year thereafter.
4. Use of premises. The City shall use the Property for recreational and park purposes only pursuant to the rules and regulations adopted by TMC 12.08. No other use of the Property shall be permitted unless the District’s prior written consent is obtained.
5. Improvements. The City shall be entitled to make any improvements for recreation purposes to the Property. Construction of any improvements shall be at the City’s sole cost and expense. At the termination of this Agreement, and provided that the first right of refusal is not exercised subject to Section 9, all improvements made by the City shall become the property of the District.

6. Utilities and maintenance. The City shall maintain, at its sole cost and expense, all improvements installed by the City on the Property, and the Property itself in a state of good repair and safe for use and occupancy. The City shall repair or replace as necessary underground utility lines, water pipes, storm and sanitary sewer systems on the Property which become damaged solely through the City's negligent use of the Property in the performance of this Agreement. The City shall pay any and all utility charges levied or accrued against the Property during the term of this Agreement.
7. Use of premises by District. Upon two weeks prior written notice to the City, the District may use the Property for purposes so long as such purposes does not violate the City's rules and regulations adopted pursuant to TMC 12.08.
8. Assignment and sublease. Neither Party shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other Party.
9. Right of First Refusal. In the event that the District shall ever desire to sell the property legally described on Attachment A attached and incorporated by this reference as if set forth in full, and receives a written offer therefor which the District intends to accept, the District, before accepting the offer, shall first notify the City in writing in accordance with Section 16 of this Agreement, and provide the City with a copy of the offer. The copy of the offer must contain all material terms relating to the purchase and sale. After receiving a copy of the offer, the City shall have sixty (60) days within which to the purchase the Property upon the terms and conditions set forth in the offer. If the City does not respond, or does not elect to purchase the property, the District may sell the property to the purchaser identified in the offer upon the terms and conditions set forth in the offer, but not upon any other terms or conditions.
10. Indemnification. The City shall indemnify, defend and hold the District harmless from and against any and all claims, losses or liability arising from injury or death to persons, including employees of the City, or damage to the Property occasioned by a negligent act, omission or failure of the City, its officers, agents and employees in relation to the City's occupation or use of the Property.
11. Insurance. The Parties acknowledge that the City is a member of Washington Cities Insurance Authority (WCIA), a self-insurance risk pool. The City shall maintain its membership with WCIA or shall obtain and maintain other adequate liability insurance necessary to protect the public with limits of liability of not less than One Million Dollars (\$1,000,000) combined single limit for both bodily injury and property damage liability.
12. Lawful activity. The City agrees that all activities conducted by the City on the premises shall be in accordance with any applicable state or local law.
13. Nondiscrimination. No person shall be denied, or subjected to discrimination in receipt of the benefit of, any services or activities made possible by or resulting from this Agreement on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability.

14. Early termination upon default. In the event of any material default by the City in the performance of any of the terms or conditions of this Agreement, the District may terminate this Agreement prior to expiration of the thirty (30) year period by giving thirty (30) days' advance written notice to the City in accordance with Section 17 specifically stating the reason for such termination, provided, however, that no such termination shall be effective if, within thirty (30) days after such notice, the City has cured the default.
15. Early termination for convenience. Either Party may terminate this Agreement upon sixty (60) days written notice to the non-moving Party.
16. Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for the City's performance under the terms of this Agreement for any future fiscal period, the City shall not be obligated to make payments, and this Agreement shall terminate upon the completion of the last remaining time period for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.
17. Notices. Any notice or other communications given hereunder shall be deemed sufficient if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:
- TO CITY: Director of Parks & Recreation
 CITY OF TUKWILA
 6200 Southcenter Boulevard
 Tukwila, Washington 98188
- TO DISTRICT: Superintendent of Schools
 4640 South 144th Street
 Seattle, Washington 98168
18. Applicable Law; Venue, Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.
19. Entire Agreement; Modification. This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the City and the District and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

20. Severability and Survival. If any term, condition, or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
20. Binding Covenant and Recording. This Agreement shall constitute a covenant running with the land, and shall be binding upon the parties, their heirs, successors, and assigns. The City may record this Agreement with the King County Auditor.
21. Counterpart/Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which, without production of the others, will be deemed to be an original.
22. Effective Date. This Agreement shall become effective on the latest date it is executed by both Parties.

[The remainder of this page is left intentionally blank]

CITY OF TUKWILA

By _____

Allan Ekberg, Mayor

DATE: _____

STATE OF WASHINGTON)

: ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Alan Eckberg 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 Mayor of the City of Tukwila to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in the certificate above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____ My Commission
Expires _____

APPROVED AS TO FORM:
OGDEN, MURPHY & WALLACE

By _____
Office of the City Attorney

TUKWILA SCHOOL DISTRICT

By _____

Title:

DATE: _____

STATE OF WASHINGTON)

: ss.

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 s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ of the Tukwila School District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in the certificate above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____ My Commission
Expires _____

ATTACHMENT A

[Legal Description]

| Parcel Number | Legal Description |
|----------------------|--|
| 334740-0175 | HILLMANS MEADOW GARDENS DIV # 1 PLat Block: 2 Plat Lot: 27-28-29 |
| 334740-0580 | HILLMANS MEADOW GARDENS DIV # 1 PLat Block: 2 Plat Lot: 108 THRU 113 |



LEASE AGREEMENT

Tukwila School District
And
City of Tukwila

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RECITALS

- A. The District is the owner of the real property situated at 13919 53rd Ave. S, Tukwila, Washington, known as King County Parcel Numbers: 0003000010, 0003000011, 0003000012, 1670400007, 1670400020, 1670400026, 1670400037, 1670400100, and 1670400115, legally described and depicted on Attachment A (the “Property”).
- B. The City desires to lease from the District, and the District agrees to lease, the Property subject to the terms and conditions more specifically set forth below in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, conditions, duties and obligations set forth below, the Parties agree as follows:

AGREEMENT

- 1. Incorporation. The Recitals set forth above are incorporated in this Agreement by this reference as binding commitments and representations of the Parties.
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- 3. Rent. The City shall pay rent to the District for the use of the Property at the rate of \$1.00 per year, the first payment due on or before _____, and each subsequent payment to be due on or before the 1st day of January of each year thereafter.
- 4. Use of premises. The City shall use the Property for recreational and park purposes only pursuant to the rules and regulations adopted by TMC 12.08. No other use of the Property shall be permitted unless the District’s prior written consent is obtained.
- 5. Improvements. The City shall be entitled to make any improvements for recreation purposes to the Property. Construction of any improvements shall be at the City’s sole cost and expense. At the termination of this Agreement, and provided that the first right of refusal is not exercised subject to Section 9, all improvements made by the City shall become the property of the District.

City of Tukwila – Tukwila School District– Foster Park Lease Agreement

6. Utilities and maintenance. The City shall maintain, at its sole cost and expense, all improvements installed by the City on the Property, and the Property itself in a state of good repair and safe for use and occupancy. The City shall repair or replace as necessary underground utility lines, water pipes, storm and sanitary sewer systems on the Property which become damaged solely through the City's negligent use of the Property in the performance of this Agreement. The City shall pay any and all utility charges levied or accrued against the Property during the term of this Agreement.
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8. Assignment and sublease. Neither Party shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other Party.
9. Right of First Refusal. In the event that the District shall ever desire to sell the property legally described on Attachment A attached and incorporated by this reference as if set forth in full, and receives a written offer therefor which the District intends to accept, the District, before accepting the offer, shall first notify the City in writing in accordance with Section 16 of this Agreement, and provide the City with a copy of the offer. The copy of the offer must contain all material terms relating to the purchase and sale. After receiving a copy of the offer, the City shall have sixty (60) days within which to the purchase the Property upon the terms and conditions set forth in the offer. If the City does not respond, or does not elect to purchase the property, the District may sell the property to the purchaser identified in the offer upon the terms and conditions set forth in the offer, but not upon any other terms or conditions.
10. Indemnification. The City shall indemnify, defend and hold the District harmless from and against any and all claims, losses or liability arising from injury or death to persons, including employees of the City, or damage to the Property occasioned by a negligent act, omission or failure of the City, its officers, agents and employees in relation to the City's occupation or use of the Property.
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City of Tukwila – Tukwila School District– Foster Park Lease Agreement

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 CITY OF TUKWILA
 6200 Southcenter Boulevard
 Tukwila, Washington 98188
- TO DISTRICT: Superintendent of Schools
 4640 South 144th Street
 Seattle, Washington 98168
18. Applicable Law; Venue, Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.
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20. Binding Covenant and Recording. This Agreement shall constitute a covenant running with the land, and shall be binding upon the parties, their heirs, successors and assigns. The City may record this Agreement with the King County Auditor.
21. Counterpart/Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which, without production of the others, will be deemed to be an original.
22. Effective Date. This Agreement shall become effective on the latest date it is executed by both Parties.

[The remainder of this page is left intentionally blank]

CITY OF TUKWILA

By _____

Allan Ekberg, Mayor

DATE: _____

STATE OF WASHINGTON)

: ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Alan Eckberg 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 Mayor of the City of Tukwila to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in the certificate above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____ My Commission
Expires _____

APPROVED AS TO FORM:
OGDEN, MURPHY & WALLACE

By _____
Office of the City Attorney

TUKWILA SCHOOL DISTRICT

By _____

Title:

DATE: _____

STATE OF WASHINGTON)

: ss.

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 s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ of the Tukwila School District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in the certificate above written.

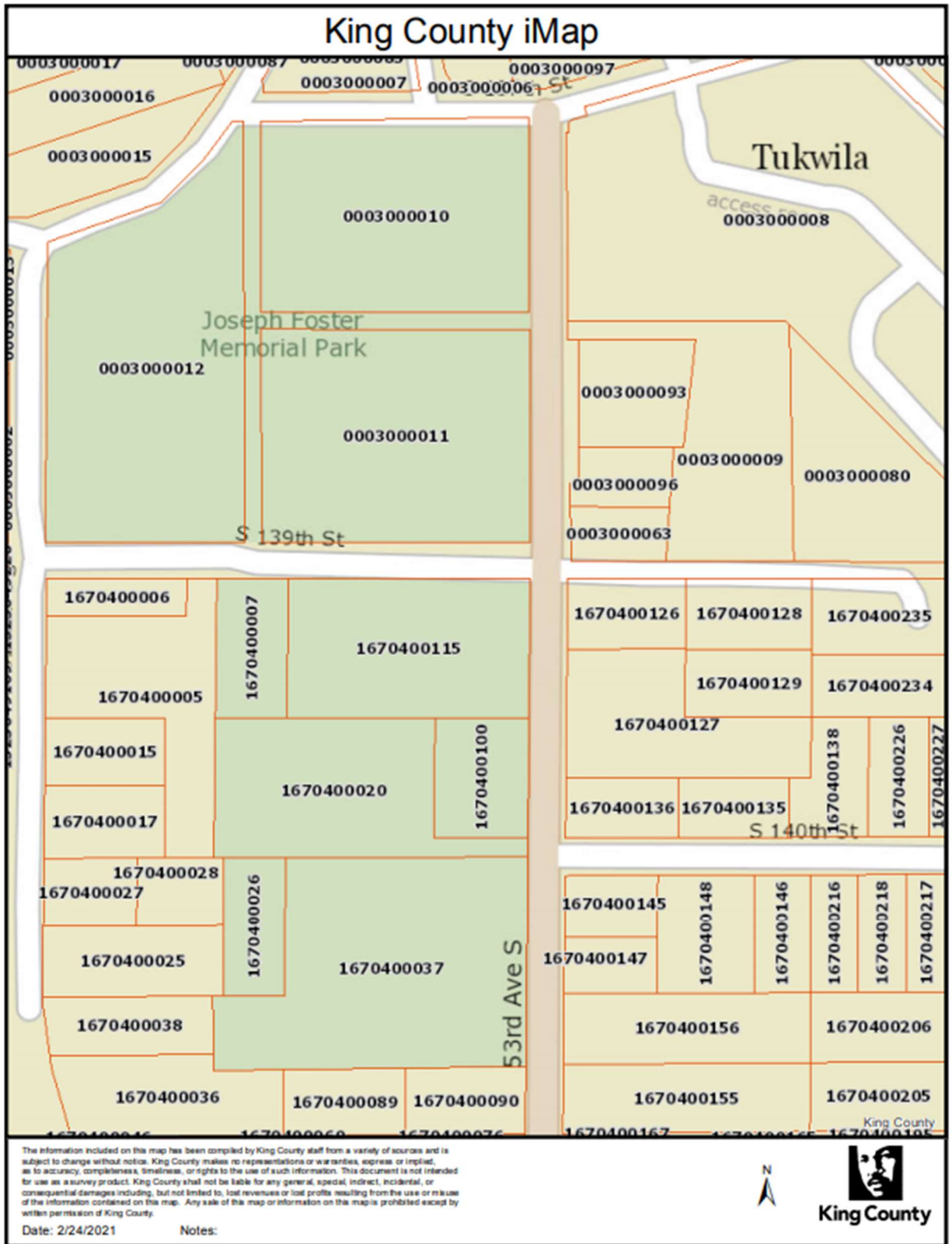
NOTARY PUBLIC in and for the State of
Washington, residing at _____ My Commission
Expires _____

ATTACHMENT A

[Legal Description]

| Parcel number | Legal Description |
|---------------|--|
| 0003000010 | FOSTER STEPHEN-D C # 38 TRACT OF LAND BOUNDED ON N BY S 137TH ST ON E BY 53RD AVE S ON W BY COLLEGE ST & ON S BY HELD AVE |
| 0003000011 | FOSTER STEPHEN-D C # 38 TRACT OF LAND BOUNDED ON N BY HELD AVE-ON E BY 53RD AVE S-ON W BY COLLEGE ST & ON S BY S 139TH ST |
| 0003000012 | FOSTER STEPHEN-D C # 38 A BLOCK OF LAND BOUNDED ON N BY FOSTER ST ON E BY COLLEGE AVE ON S BY ORCHARD AVE & ON W BY CHARLES AVE |
| 1670400007 | COLEGROVES ACRE TRS E 74 FT PLat Block: 1 Plat Lot: 1 |
| 1670400020 | COLEGROVES ACRE TRS E 1/2 OF 2 LESS W 55 FT & 11 LESS E 100 FT OF N 127.4 FT PLat Block: 1 Plat Lot: 2 & 11 |
| 1670400026 | COLEGROVES ACRE TRS E 64 FT OF LOT 3 - AKA LOT B OF KC LOT LN ADJ NO 1285034 APPROVED JANUARY 23, 1986 PLat Block: 1 Plat Lot: 3 |
| 1670400037 | COLGROVES ACRE TRS E 74 FT OF N 77.40 FT OF LOT 4 TGW LOT 9 LESS S 70 FT TGW ALL OF LOT 10 PLat Block: 1 Plat Lot: 4 & 9-10 |
| 1670400100 | COLEGROVES ACRE TRS E 100 FT OF N 127.4 FT PLat Block: 1 Plat Lot: 11 |
| 1670400115 | COLEGROVES ACRE TRS PLat Block: 1 Plat Lot: 12 |

The following shows park and coordinating parcels associated with the site. The last four digits of the parcel number are shown on the map parcel and match the last four digits in the table above.



City of Tukwila – Tukwila School District– Foster Park Lease Agreement

LEASE AGREEMENT

Tukwila School District
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RECITALS

- A. The District is the owner of the real property situated at 4401 S. 133rd Street, Tukwila, Washington, known as King County Parcels Numbered: 7340600084, 7340600884, 7341600005, 7341600010, 7341600015, 7341600020, and 7341600025 legally described and depicted on Attachment A (the “Property”).
- B. The City desires to lease from the District, and the District agrees to lease, the Property subject to the terms and conditions more specifically set forth below in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, conditions, duties and obligations set forth below, the Parties agree as follows:

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14. Early termination upon default. In the event of any material default by the City in the performance of any of the terms or conditions of this Agreement, the District may terminate this Agreement prior to expiration of the thirty (30) year period by giving thirty (30) days' advance written notice to the City in accordance with Section 17 specifically stating the reason for such termination, provided, however, that no such termination shall be effective if, within thirty (30) days after such notice, the City has cured the default.
15. Early termination for convenience. Either Party may terminate this Agreement upon sixty (60) days written notice to the non-moving Party.
16. Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for the City's performance under the terms of this Agreement for any future fiscal period, the City shall not be obligated to make payments, and this Agreement shall terminate upon the completion of the last remaining time period for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.
17. Notices. Any notice or other communications given hereunder shall be deemed sufficient if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:
- TO CITY: Director of Parks & Recreation
CITY OF TUKWILA
6200 Southcenter Boulevard
Tukwila, Washington 98188
- TO DISTRICT: Superintendent of Schools
4640 South 144th Street
Seattle, Washington 98168
18. Applicable Law; Venue, Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.
19. Entire Agreement; Modification. This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the City and the District and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

20. Severability and Survival. If any term, condition, or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
20. Binding Covenant and Recording. This Agreement shall constitute a covenant running with the land, and shall be binding upon the parties, their heirs, successors and assigns. The City may record this Agreement with the King County Auditor.
21. Counterpart/Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which, without production of the others, will be deemed to be an original.
22. Effective Date. This Agreement shall become effective on the latest date it is executed by both Parties.

[The remainder of this page is left intentionally blank]

CITY OF TUKWILA

By _____

Allan Ekberg, Mayor

DATE: _____

STATE OF WASHINGTON)

: ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Alan Eckberg 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 Mayor of the City of Tukwila to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in the certificate above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____ My Commission
Expires _____

APPROVED AS TO FORM:
OGDEN, MURPHY & WALLACE

By _____
Office of the City Attorney

TUKWILA SCHOOL DISTRICT

By _____

Title:

DATE: _____

STATE OF WASHINGTON)

: ss.

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 s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ of the Tukwila School District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in the certificate above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____ My Commission
Expires _____

ATTACHMENT A

[Legal Description]

| Parcel number | Legal Description |
|---------------|--|
| 7340600884 | RIVERSIDE INTERURBAN TRS TR 57 LESS N 1/2 OF N 2.96 AC & LESS POR OF S 1/2 OF N 2.96 AC LY ELY OF W 200 FT THOF & LY N OF S 75 FT THOF TGW POR OF TRS 58 & 62 LY ELY OF E MARGINAL WAY S & POR OF TR 63 LY NLY OF S 133RD ST PLat Block: Plat Lot: 57-58-62-63 |
| 7341600005 | RIVERSIDE INTRURBN TR 55-57 UNREC PLat Block: 1 Plat Lot: 1 |
| 7341600010 | RIVERSIDE INTRURBN TR 55-57 UNREC PLat Block: 1 Plat Lot: 2 |
| 7341600015 | RIVERSIDE INTRURBN TR 55-57 UNREC PLat Block: 1 Plat Lot: 3 |
| 7341600020 | RIVERSIDE INTRURBN TR 55-57 UNREC PLat Block: 1 Plat Lot: 4 |
| 7341600025 | RIVERSIDE INTRURBN TR 55-57 UNREC PLat Block: 1 Plat Lot: 5 |

King County iMap



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Date: 2/24/2021

Notes:



King County



INFORMATIONAL MEMORANDUM

TO: Community Services and Safety Committee

FROM: Eric Drever, Chief of Police

BY: Bill Devlin, Traffic Sergeant

CC: Mayor Allan Ekberg

DATE: 07/13/2021

SUBJECT: Update on School Speed Zone Cameras

ISSUE

To provide an update regarding the School Speed Zone Cameras Systems.

BACKGROUND

The School Speed Zone Camera pilot project approved and signed with NovoaGlobal in September of 2020 will be operational September of 2021. The camera system is in the 4500 block of S. 144th Street, and the Beacons and additional signage will be in place by the start of the school year. The month of September will be the "warning period" and October 1, 2021, will be the go-live date where violations will be issued.

DISCUSSION

After looking at the data collected from the radar speed signs in the 14200 block of 42nd Ave S., it indicates as much or more vehicle speeding and potential danger to students than on S 144th Street. A considerable volume of students cross 42nd Ave S, to the apartments to the west of the school, and the west of Tukwila International Blvd. Additionally, there is concern that traffic will use 42nd Ave S. to circumvent the current camera system on S. 144th Street.

FINANCIAL IMPACT

To add two additional camera systems, would cost six thousand dollars, however the program is cost neutral and paid for by revenue generated by the violations. There is no out of pocket cost. There will be additional time/labor in the approving and processing of the citations by police and court staff. Staff is bringing a resolution relating to traffic camera proceeds to the Transportation & Infrastructure Committee in August. In 2020, the City Council made it clear that any revenue beyond the cost of the camera program should be directed to school zone safety improvements and traffic education.

RECOMMENDATION

Information Only.



INFORMATIONAL MEMORANDUM

TO: City Council

FROM: Fire Chief Jay Wittwer

**BY: Deputy Chief Norm Golden
Fire Marshal Ben Hayman
Finance Director Vicky Carlsen**

CC: Mayor Ekberg

DATE: July 14, 2021

SUBJECT: Fire Marshal's Office Service Options

ISSUE

Update the Community Services & Safety Committee on the Fire Marshal's Office (FMO), including current workload and the increasing demands for services, identify current services and additional services the Fire Marshal's Office would like to provide if additional budget and staffing resources were to be approved.

BACKGROUND

The Tukwila FMO is responsible for providing four main areas of service to the Tukwila community:

- **Fire Investigations:** This is to determine cause and origin of fires.
- **Fire Development Review Services:** This includes Fire Plan Review and Fire Inspections for Construction and Land Use permits.
- **Fire Code Enforcement Services:** This includes Business Life Safety Inspections, Operational Fire Permit Inspections, New Business Life Safety Inspections and Fire Code Enforcement.
- **Other Administrative FMO Services:** 911 addressing, respond to public records requests, records management of all FMO activities, FMO billing.

The Tukwila Fire Marshal's Office is currently staffed with five (5.0) FTEs, which is the same number of FTEs the office has had since the 1990s.

Staff rank /job title and affiliation:

- Fire Marshal - Day Shift Battalion Chief – No certifications (Uniform - IAFF Local 2088)
- Administrative Technician – (Civilian – Teamsters Local 763)
- Fire Project Coordinator – Certified Fire Inspector, Certified Plans Reviewer (Civilian – Teamsters Local 763)
- Deputy Fire Marshal – Day Shift Captain – Certified Fire Inspector, Certified Fire Investigator, (Uniformed - IAFF Local 2088)
- Deputy Fire Marshal – Day Shift Captain – Certified Fire Inspector, Certified Fire Investigator (Uniformed - IAFF Local 2088)

For many years, the Tukwila Fire Department has staffed the positions in the FMO using a rotating staffing model on a three-year cycle. This rotating staffing model for the Fire Marshal is not an

effective way of staffing the office due to the time investment required to obtain certifications and training. There is no requirement to obtain certifications to carry out the work of the FMO, yet the Fire Marshal should be a certified and experienced leader and not a temporary program manager. Likewise, Deputy Fire Marshals should be certified to carry out the expected services in a competent manner.

HISTORICAL FMO FINANCIALS

FMO Adopted Budget, Actual Expenditures, and Revenues

| Year | Adopted Budget | Actual/Estimated | Revenues | Net Cost | Notes |
|-------------|-----------------------|-------------------------|-----------------|-----------------|--------------|
| 2018 | \$854K | \$ 907K | \$ 76K | \$831K | |
| 2019 | \$920K | \$1.03M | \$ 95K | \$935K | |
| 2020 | \$870K | \$ 911K | \$258K | \$653K | * |
| 2021 | \$812K | \$1.04M | \$258K | \$782K | + |

Notes: *The 2020-2021 Adopted budget transferred an Administrative Technician to the unified permit center in the Department of Community Development for all fire permit intake service. The Fire Department transferred another 1.0 FTE Administrative Technician from the Fire Chief's office to maintain staffing of 5.0 FTEs in the FMO.

+There was an increase in revenues from fire development service permits beginning in 2020 when the Council adopted updated fees. The 2021 estimates revenues similar to 2020.

REVIEW OF CURRENT FMO SERVICES AND OPTIONS

The Tukwila FMO has seen a steady volume of development permits even during the pandemic, and most recently, has seen an increase in the need for fire investigations. Due to budget and staffing constraints, the Tukwila FMO has not been able to provide an active and reoccurring fire inspection program for many years.

In response to the CPSM Report provided to the City Council in March 2021, and the Council current review of all Fire Department issues with the Fire Advisory Task Force, it is an appropriate time to review how best to provide a better and more comprehensive level of service in the Tukwila FMO.

In May 2021, Mayor Ekberg directed Fire Marshal Ben Hayman and Finance Director Vicky Carlsen to review all options for FMO services and provide an analysis and recommendation to the City Council for review. The four main options being reviewed include two in-house options and two regional service options. All of these options would increase staffing and service levels, and most would be partially offset by increased revenues. Each of these options will be discussed further herein.

- Option A: In-House: Uniform and Civilian Staffing
- Option B: In-House: Civilian Staffing
- Option C: Contract with Puget Sound Regional Fire Authority – Uniform and Civilian Staffing
- Option D: Contract with Renton Regional Fire Authority – Civilian Staffing

SERVICES PROVIDED AND PROPOSED SERVICE OPTIONS

The following assumptions are based on the current Tukwila Fire Marshal estimates.

FIRE INVESTIGATIONS:

Conducted by the Deputy Fire Marshal or King County Sheriff's Office (KCSO) for a fee.

Estimated number of FTEs for Tukwila Workload by Tukwila Fire Marshal:

- 1.0 to 1.5 FTE to investigate all substantial fires (loss > \$10K, injury/death, series of related fires) and suspicious fires.
- Supplement with Company Officer conducting investigation of minor fires.

Tukwila FMO Workload Currently:

- There are typically 75 substantial fires annually that require Origin and Cause investigations by a certified fire investigator. There are another 130 minor fires annually that require Origin and Cause investigations. These can be done by the Captain on the engine or a certified fire investigator. Some of these fires are also "suspicious" and should be referred to a certified fire investigator.
- Currently, the Fire Investigation duties fall under the FMO. The Deputy Fire Marshals are available during their normal working hours to conduct fire investigations and are sometimes available during off-duty hours on standby. Fire investigations are time-sensitive, unplanned events that disrupt the normal work schedule. Criminal fires are turned over to Tukwila Police. When the FMO is not available to conduct the investigation, the King County Sheriff's Office (KCSO) will conduct the investigations for a fee.
- All other fires are considered minor fires and are usually investigated by the engine captain to determine origin and cause.

Fire Investigations are an important function of the FMO. There are four basic classifications of fires (Incendiary, Natural, Accidental, Undetermined), and the fire department is required to classify every fire into one of these four accepted classifications. Also, origin and cause are two elements the fire department is required to determine for every fire with assistance from the police department. RCW 43.44.050(1)(a) & (5). It should be noted that while certifications are not required to determine origin and cause, having investigations conducted by a Certified Fire Investigator is a recommended best practice for significant fires.

Municipal fire departments, like fire protection districts, are required to determine the origin and cause of all fires. Most FMOs will utilize certified fire investigators on all suspicious fires and substantial fires. A substantial fire does not have a hard definition but has general rules such as a loss over \$10,000, any injury/death, and/or a series or pattern of ongoing fires. Suspicious fires are investigated in partnership with Tukwila Police and then sent on to the Prosecuting Attorney for review/action.

FIRE DEVELOPMENT REVIEW SERVICES:

Recommended number of FTEs for Tukwila Workload by Tukwila Fire Marshal:

- 3.0 FTE to do Fire Plan Review and Inspections for Construction Permits and Land Use Projects.

Tukwila Workload:

Fire Construction Permit Plan Review:

- 200 to 300 Annually / 17 to 25 monthly
New or upgraded fire protection systems that require permits for installation.

Non-Fire Construction Permit Plan Review:

- 400 to 450 Annually / 33 to 38 monthly
Building, Mechanical, Demo, Public Works permits to determine fire requirements (permits)

Development Land Use Permit Reviews:

- 60 to 70 Annually / 5 to 6 monthly Design Review, SEPA, Boundary Line, Short Plats reviews for fire requirements.

Fire Construction Permit Inspections:

- 350 to 400 Annually / 29 to 33 monthly Inspect work as construction progresses.

Fire Plan Reviews of Construction permits is provided by the Fire Project Coordinator and Construction permit inspections are provided by either of the DFMs, and Land Use Project reviews are provided by the Fire Marshal. Plan review needs to tie-in closely with the Department of Community Development (DCD) and support the one-stop permitting process. The plans will have several different reviews concerning many different code sections (Fire, Building, Mechanical, Electrical, etc.). Fire review is one specialized piece of the process that requires experienced and certified staff to competently perform the work. Construction plan review is interlaced with construction inspections as the project proceeds.

***Informational Notes:** All Fire Marshal's Offices in Zone 3 typically work closely with their local jurisdiction's building department and focus on a streamlined permitting process for development in their areas. We also strive to meet the "one-stop" permitting process for our community in Tukwila and prioritize rapid review of projects to keep the flow of the plan review process moving through all the different reviewers (fire, building, mechanical, electrical, etc.).*

This is critical to keep project reviews moving forward in a timely manner. A delay in reviews will cause a chain reaction delay that disrupts the permitting schedule. There is a need to respond to changing development demands with the appropriate ability to conduct timely reviews and inspections with properly certified plans reviewers and inspectors. This is where having a "bench" of inspectors can be helpful.

FIRE CODE ENFORCEMENT SERVICES:

Recommended number of FTEs for Tukwila Workload by Tukwila Fire Marshal:

- 1.0 FTE to 5.0 FTE to complete Business Life Safety Inspections, Fire Code follow-up inspections, and Operational Fire Permit inspections, and new business Life Safety Inspections.

| Average Inspections Completed | | | |
|-------------------------------|--------------------------------|---------|----------|
| | | Monthly | Annually |
| 1 | Certified Fire Inspector (DFM) | 45 | 540 |
| 2 | Certified Fire Inspector (DFM) | 90 | 1080 |
| 3 | Certified Fire Inspector (DFM) | 135 | 1620 |
| 4 | Certified Fire Inspector (DFM) | 180 | 2160 |
| 5 | Certified Fire Inspector (DFM) | 225 | 2700 |

Tukwila Workload:

Currently, the Tukwila FMO is not providing the following inspection services listed below, such as regular Life Safety Fire Inspections, due to staffing, budget, and other workload issues. These inspections were phased out in 2014-2015 and have not been restarted.

Business Life-Safety Inspections:

- Estimated at 2,500 businesses, that may need inspections every one, two or three years based on potential hazards. This could range from 50 to over 200 monthly depending on the review period.

Operational Fire Permit Inspections:

- Estimated at 400-600 commercial occupancies that have higher hazards and may need inspections every year, which is approximately 35-50 every month. This is included in Fire Life-Safety Inspections above.

New Business Fire Inspections:

- 200 Annually / 17 monthly: This has not been performed for the past few years.

Follow-Up on Impaired Fire Protection Systems:

- 500 Annually / 42 monthly. In 2021 the FMO started using a third party contractor, BRYCER, to help with this workload, but BRYCER also requires FMO staff time to manage this contract.

Follow-Up on Known Fire Code and Fire Safety Issues:

- This usually requires a site visit by a Deputy Fire Marshal, along with research, and Enforcement actions to resolve the issue. 75 Annually / 6 monthly.

Non-Development Fire Inspections can be placed into two categories. The first category is the Business Life-Safety Inspections that can be performed by fire fighters that do not have any certifications. Typical programs utilize the on-duty fire suppression crews to conduct these rudimentary inspections during their regular shifts. These inspections basically check for the three “E’s” (Extinguishers, Exits, and Electrical cords), which are common fire hazards. These are important inspections that often catch dangerous life-safety issues in low hazard buildings.

The second category usually should be handled by experienced and certified Fire Inspectors. These inspections involve occupancies with known hazards or operational processes that are regulated by the International Fire Code. The Fire Inspector evaluates the fire protection systems, dangerous operations (welding, high pile storage, hazardous materials, etc.), and other complex operations. These inspections would also include Operational Fire Permit inspections for businesses that have processes or occupancies that are regulated by the International Fire Code and are required to have a valid Operational Fire Permit to conduct the specific operation(s) enumerated in the fire code. In order for a business to be issued an Operational Fire permit, the business needs to be in compliance with the Fire Code and be inspected by a Fire Inspector, to ensure compliance with the code.

Certified Fire Inspectors can also be used as “utility players,” so they can be shifted to development inspections, fire investigations, or miscellaneous work as the demand shifts.

Informational Notes: Other Fire Marshal’s Offices in King County provide fire inspections of most business (non-residential) occupancies in their jurisdiction. The level of service varies among agencies and is usually adjusted by frequency of inspection. The frequency standard of conducting inspections of each occupancy ranges from annually for high hazard occupancies to every two to three years for lower hazard occupancies. Most jurisdictions have categorized all their businesses into hazard groups from low to high to prioritize their efforts. Then a schedule of frequency is based on the hazard class. An example is conducting inspections on high hazard occupancies every year, medium hazard occupancies every other year, and low hazard occupancies every three years (or not at all). Some jurisdictions have implemented a “Self-Inspection” program for low hazard occupancies (such as offices, small retail stores, etc.).

Most jurisdictions require Operational Permits for enumerated activities in the adopted Fire Code. Any occupancy that is required to have an Operational Permit is then in the category of occupancies requiring a certified fire inspector to conduct their inspection (high or medium hazard). Most jurisdictions require operational permits and conduct annual inspections of these

occupancies. There is a fee for the operational permit that is intended to cover the cost of the inspections.

Company inspections are conducted by the on-duty fire suppression crews (no certifications). These inspections are done on low hazard occupancies and serve to also provide business familiarity for the crews that may have to respond to an emergency at that location. These inspections usually catch minor fire code violations such as improper use of extension cords, lack of fire extinguishers, or a blocked exit. These minor violations are easily remedied but sometimes require a follow-up inspection. Occasionally, a crew will notice a more serious fire code issue and then refer the issue to the FMO for follow-up with a certified fire inspector.

OTHER ADMINISTRATIVE FMO SERVICES:

Recommended number of FTEs for Tukwila Workload by the Tukwila Fire Marshal:

- 2.0 FTE to manage the records management system and billing for the Life Safety Inspections and Operational Fire Permits, scheduling of inspections, public records requests (PRRs), manage BRYCER, manage Fire Investigation records, and respond to FMO related correspondence.

Tukwila Workload:

Some services listed below are provided by the civilian Admin Tech and some by uniform staff.

- The Tukwila FMO currently provides Records Management services.
- Fire-related Public Records Requests: 150 to 200 Annually / 13 to 17 monthly
- Address Management: 75 Annually / 6 monthly
- Lock Box Program Management: 1,100 boxes in the city (*1,000 need to be replaced)
- Records Retention: (EMS records, Fire Investigations, Training, etc.)

Informational Notes: The FMO is the central contact point for public record requests concerning medical calls, fire, etc. Attorneys and insurance companies are the main requestors of information. The Admin Tech responds to the requests and produces the information requested. The FMO also deals with new development requiring address assignment consistent with surrounding properties. Records retention and destruction are also duties of the Admin Tech.

DISCUSSION OF OPTIONS FOR FMO SERVICE

City Staff have identified four potential options that could provide better and more comprehensive FMO services going forward. These options will need further evaluation including service levels, which will determine costs and associated revenues, as well as pros and cons for each. This is an opportunity to provide the City Council with a summary of these options, receive feedback from Council, and an opportunity for staff to provide recommendations.

Option A: In-House: Uniform and Civilian Staffing

Option B: In-House: Civilian Staffing

Option C: Contract with Puget Sound Regional Fire Authority – Uniform and Civilian Staffing

Option D: Contract with Renton Regional Fire Authority – Civilian Staffing

The need to determine the service level desired by the council is a foundational step.

SCALABILITY OF OPTIONS

Certain service levels outlined below could be scalable or phased in based on the Council direction. For example, the full-service in-house model assumes increasing staffing from the

current 5.0 FTE to as much as 10 FTE. This increase in staffing and service could be done incrementally over time as budget and revenues are available.

FINANCIAL ASSUMPTIONS FOR INCREASING FMO SERVICES:

COST RECOVERY ASSUMPTIONS

City Council adopted a new fee schedule in 2020 which updated our Fire Development and fees and also updated our Business Life Safety Inspection and Operational Fire Permit fees, the following is a basic breakdown of Fire Code Enforcement Fees:

- For each business that receives Life-Safety Fire Inspection, a base \$50 fee will be charge for that service.
- For each business that receives Life-Safety Fire Inspection and is required to have a valid Operational Fire Permit fee, that business will be charged the base \$50 Inspection fee plus \$175 to \$300 for each Operational Fire Permit that business is required to have.
- Estimated number of Operational Fire Permits and the projected cost recovery estimates that will help offset the FTE cost for providing that service. These estimates won't be realized the 1st year, but when the inspection program is established and the FMO is staffed effectively.
 - There are an estimated 600 Operational Fire Permits at businesses operating in Tukwila and of those permits there are an estimated 400 permits at \$175 per permit and 200 at \$300 per permit. If all permitted occupancies were inspected and in compliance with the Fire Code requirements for those processes that require permits, the projected recovery fees would be \$130K for just the Operational Fire Permits.

FOUR OPTIONS FOR INCREASING SERVICES IN THE FMO

As mentioned previously, city staff have outlined four main options to increase the level of service above the current status quo.

Option A: In-House: Uniform and Civilian Staffing

Option B: In-House: Civilian Staffing

Option C: Contract with Puget Sound Regional Fire Authority – Uniform and Civilian Staffing

Option D: Contract with Renton Regional Fire Authority – Civilian Staffing

All four service options (A, B, C & D) will increase the level of services provided by the FMO, with a continued emphasis on Fire Development Services and Fire Investigations and a renewed focus and attention on Fire Code Enforcement Services.

OPTION A & B (keep the FMO as a division within the Tukwila Fire, but the main difference between OPTION A & B, is that OPTION A would have the Fire Marshal's Office staffed with a combination of Uniform and Civilian Employees (HYBRID), versus OPTION B would be an all-Civilian staffing model. Both OPTION A & B would have all staff have the appropriate certifications, such as fire inspector, fire plans reviewer and/or fire investigator. OPTION B is a lower cost in comparison to OPTION A, but there are positive and negative connotations with both options. Any changes to the current staffing model would need to be bargained with IAFF Local 2088 and/or Teamsters Local 763.

OPTION A: In-House: (Uniform and Civilian Staffing)

- Estimated Cost: \$1.7M total cost for FMO services that includes an additional four (4) FTEs. Approximately \$130K in new revenue could be generated from reinstated inspection program

but total revenue would be determined by the desired service level. Net increase in expenditure budget to fund this option would be \$530K.

- FMO work site would remain at the 6300 building.
- Total FTEs: Nine (9) – six (6) uniform and three (3) civilians:
 - FIRE MARSHAL - Uniform
 - DEPUTY FIRE MARSHAL - Uniform
 - DEPUTY FIRE MARSHAL - Uniform
 - DEPUTY FIRE MARSHAL - Uniform
 - DEPUTY FIRE MARSHAL - Uniform
 - DEPUTY FIRE MARSHAL - Uniform
 - FIRE PROJECT COORDINATOR - Civilian
 - FIRE MARSHAL ANALYST - Civilian
 - ADMIN SUPPORT TECH - Civilian

Increase staffing by four (4) FTEs. These proposed, new positions would be technical positions requiring training and certifications. Most of the responsibilities would be performing inspections and development plan reviews. The four positions could be staffed with fire fighters and/or civilians. The use of firefighters would require time for the training and certification process. Civilian inspectors/plan reviewers can be hired with existing training and certifications. Plan reviews and inspections are on the City’s fee schedule and create their own revenue streams to offset expenses.

OPTION B: In-House: (All Civilian Staffing)

- Estimated Annual Cost: \$1.2M for nine (9) civilian positions less approximately \$130k in new revenue generated. Two civilian positions already exist in the FMO so it would be an additional seven (7) positions. This model assumes a transfer of existing uniformed personnel currently assigned to the FMO to another division within the Fire Department. Net increase in expenditure budget to fund this option would be \$30K.
- FMO work site would remain at the 6300 building.
- Total FTEs: Nine (9) Civilians:
 - FIRE MARSHAL - Civilian
 - DEPUTY FIRE MARSHAL - Civilian
 - DEPUTY FIRE MARSHAL - Civilian
 - DEPUTY FIRE MARSHAL - Civilian
 - DEPUTY FIRE MARSHAL - Civilian
 - DEPUTY FIRE MARSHAL - Civilian
 - DEPUTY FIRE MARSHAL - Civilian
 - FIRE PROJECT COORDINATOR - Civilian
 - FIRE MARSHAL ANALYST - Civilian
 - ADMIN SUPPORT TECH - Civilian

With OPTION B, there would be a change for the current FMO staff who are Uniformed members of Local 2088, (three positions 1 BC and 2 CAPT), and this change would need to be bargained with IAFF Local 2088.

OPTION C & D: (Contract for FMO Services)

Tukwila is fortunate to have two adjacent fire authorities who both have a robust Fire Marshal’s Office that can provide high-quality services to our community. The main difference between OPTION C & D, is that OPTION C - Puget Sound Regional Fire Authority (PSRFA) uses uniform staff (fire fighters and captains) to provide inspections and investigations while OPTION D - Renton Regional Fire Authority (RRFA) is an all-civilian model.

Contracting with either Puget Sound RFA or Renton RFA for all FMO services could be accomplished on a shorter timeframe (one to three months). These options could be more sustainable based on efforts already underway in Zone 3 to regionalize these services, similar to the Training Consortium.

We would still need to establish an expected level of service to be defined in the contract, which would then determine the cost of the contract. Both RFAs have indicated interest in offering Tukwila a contract for a sustained level of FMO services to the Tukwila Community.

OPTION C: Contract with Puget Sound Regional Fire Authority (PSRFA) - Uniform and Civilian Staffing

- Estimated Annual Contract Cost: \$1.62M. Estimated new revenue of approximately \$130K for a net increase in expenditure budget of \$430K would be required to fund this option.
- Primary worksite for FMO staff will be at PSRFA, but current FMO offices at 6300 will remain for FMO staff as needed.
- Total FTEs to provide service to Tukwila: Nine (9) FTEs.
 - Three (3) Civilian
 - Six (6) Uniform

PSRFA has 14.5 FTEs and currently has contracts for Fire Marshal services with other cities, such as Kent, SeaTac, Covington, and Maple Valley. One option for current Tukwila FMO staff is to send one Battalion Chief (FM), two Captains (DFMs), one Fire Project Coordinator, and one Admin Support Tech to the PSRFA, to integrate into their existing FMO. Depending on the desired level of service, additional staffing may be necessary. Because most services performed by the FMO generate revenue, the City would only need to absorb the net increase in the cost of the contract. This change could need to be bargained with IAFF Local 2088 and the Teamsters.

OPTION D: Contract with Renton Regional Fire Authority (RRFA) - All Civilian Staffing

- Estimated Annual Contract Cost: \$700K. Estimated new revenue of approximately \$130K for a net decrease in expenditure budget of \$470K would be required to fund this option.
- All FMO staff to work out of Renton Fire Station 14.
- Total FTEs to provide service to Tukwila: Five (5) FTEs.
 - All Five Civilian

One (1) current Tukwila FMO FTE (Fire Project Coordinator – Civilian) would move to Renton RFA. The four (4) remaining FMO FTEs would stay with the City of Tukwila. Renton has indicated that our Fire Project Coordinator (Teamster position) could transfer into the Renton RFA. This would need to be bargained with the Teamsters. The uniformed staff currently assigned to the FMO could then be reassigned within the fire department. This would need to be bargained with IAFF Local 2088. The Admin Tech could be reassigned within the within the city.

The Renton RFA currently has 10 FTEs and one vacant position. Positions include a Fire Marshal, Assistant Fire Marshal (new for 2021), Permit Technician, Lead Fire Plans Reviewer, and five Deputy Fire Marshals. The vacant position is also a Deputy Fire Marshal. With the exception of the Permit Tech, all staff have multiple certifications and longevity ranges from two years to 30 years in the Renton FMO. The average longevity is 10 years.

As with the PSRFA option, the desired level of service would determine the net cost of a contract (total cost less revenue generated from FMO work).

LABOR CONSIDERATIONS

There will be a need to meet and bargain with IAFF Local 2088 and/or Teamsters Local 763 over any labor issues created with the preferred option. The move to incorporate civilian positions, contract with one of the RFAs, and/or eliminate any uniformed positions will need to be bargained with the unions.

PRELIMINARY COST COMPARISONS

| Options | Staff | Cost | Current Revenue | Est. New Revenue* | Net Cost | Change from Status Quo |
|----------------------------------|---------|----------|-----------------|-------------------|----------|------------------------|
| Status Quo | 5.0 FTE | \$1.04 M | \$258K | \$0 | \$782K | \$0 |
| Option A-In House (Uniform) | 9.0 FTE | \$1.7M | \$258K | \$130K | \$1.3M | + \$530K |
| Option B – In House (Civilian) | 9.0 FTE | \$1.2 M | \$258K | \$130K | \$812K | + \$30K |
| Option C – PSRFA (Uniform) | 9.0 FTE | \$1.6 M | \$258K | \$130K | \$1.2M | + \$430K |
| Option D – Renton RFA (Civilian) | 5.0 FTE | \$700K | \$258K | \$130K | \$312K | - \$470K |

* Estimated New Revenue assumes \$130K from operational permits.

As these are preliminary estimates, full costs and revenues assumptions will need to be clarified as well as the possible staffing changes and overall impacts to the City of Tukwila.

RECOMMENDATION

Discussion Only