



## INFORMATIONAL MEMORANDUM

TO: **Mayor Ekberg  
Community Services and Safety Committee**

FROM: **David Cline, City Administrator**

DATE: **November 7, 2022**

SUBJECT: **Transition of Fire Services Next Steps**

### **ISSUE**

In October the City of Tukwila entered into an interlocal agreement (ILA) with the Puget Sound Regional Fire Authority (PSRFA) for provision of fire and emergency medical services effective January 1, 2023. In order to implement the terms of the interlocal agreement lease agreements need to be executed for each Fire Station and several chapters of the Tukwila Municipal Code (TMC) need to be updated.

### **BACKGROUND**

Pursuant to Section 5.1 of the ILA with PSRFA, *Real Property*, the City owns and shall retain title to Fire Stations 51 through 54 and shall lease to the PSRFA the real property and improvements pursuant to the terms of separate written leases. Per RCW 35A.11.010 and 35A.11.020 all lease agreements must go before City Council for authorization.

Additionally, updates are needed to the Tukwila Municipal Code to eliminate positions, remove the Fire Department from Civil Service Commission oversight and reflect that fire services are being provided by Puget Sound Regional Fire Authority.

### **DISCUSSION**

Lease agreements are attached for Fire Stations 51 through 54. The lease agreements align with the PSRFA ILA are for a for a two-year period, with annual rent of One Dollar and No/100 Cents (\$1.00) for use of the property as a fire station and administration purposes and for no other purpose unrelated to the management and delivery of fire protection and emergency medical services. All of the agreements are essentially the same, with the exception of Fire Station 52 which allows the City 24/7 access to use Rooms 210 and 212 as the City's back up Emergency Operations Center; allows the use of the Room 210 as a public meeting space up to twenty hours per calendar week, provided staff is onsite; use of the locked closet located on the second floor, inside the Room 210 for the storage of ham radios and related equipment; and assigned office space for the Tukwila Fire Marshal Office.

The attached ordinances repeal TMC 2.24 Fire Chief in its entirety; repeal and reenact TMC 2.42 Civil Service Commission to eliminate references to the Fire Department; repealing TMC 2.48 Fire Department to eliminate provisions for volunteer firefighters and the Fire Marshal position and reenacting TMC 2.48 City Fire Department Pension Participants to provide for the Fireman's Pension Board that is still active for previously retired fire personnel as well as adding a statement that any references in the Tukwila Municipal Code to the Tukwila Fire Department or Fire Marshal shall be interpreted to refer to the Puget Sound Regional Fire Authority effective January 1, 2023; and repeal and reenact TMC 2.92 Hazardous Materials Incident Command Agency to designate the Puget Sound Regional Fire Authority as the hazardous materials incident command agency for all Tukwila hazardous materials incidents.

**RECOMMENDATION**

The Committee is being asked to move these items forward to the November 28, 2022 Committee of the Whole.

**ATTACHMENTS**

- Fire Station 51 Lease Agreement
- Fire Station 52 Lease Agreement
- Fire Station 53 Lease Agreement
- Fire Station 54 Lease Agreement
- Ordinance Repealing TMC 2.24 Fire Chief
- Ordinance Repealing and Reenacting TMC 2.42 Civil Service Commission
- Ordinance Repealing and Reenacting TMC 2.48 City Fire Department Pension Participants
- Ordinance Repealing and Reenacting TMC 2.92 Hazardous Materials Incident Command Agency

**LEASE AGREEMENT  
BETWEEN THE CITY TUKWILA AND  
PUGET SOUND REGIONAL FIRE AUTHORITY**

**FIRE STATION 51**

THIS LEASE AGREEMENT (hereinafter "Lease") is between the CITY OF TUKWILA, a municipal corporation of the State of Washington ("City"), and PUGET SOUND REGIONAL FIRE AUTHORITY, a Washington municipal corporation ("RFA") (collectively referred to as "the Parties").

**RECITALS**

1. The City's legislative body and the RFA's governing board executed an Interlocal Agreement for Consolidation of Fire Services to allow the RFA to provide fire protection, fire suppression, fire marshal services, emergency medical services, and nonemergency medical services to the City ("the ILA").
2. The City owns real property legally described in **Exhibit A** attached and incorporated herein and located at 17951 Southcenter Parkway, Tukwila, Washington 98188 (the "Property") (Parcel #s 3523049008 & 3523049040 (shown as a vacant lot)). A portion of the Property has been used by the City as a fire station and that portion will now be used by the RFA under the terms of this Lease; and

**AGREEMENT**

NOW, THEREFORE, the City and RFA agree as follows:

**1. PREMISES.**

- 1.1. **As-Is.** The City is providing the Premises in "as-is" condition for the RFA's use. The City makes no representation regarding the condition of the Premises or improvements located on the same.

**2. USE.**

- 2.1. **Permitted Use.** The RFA shall use the Premises for a fire station, and administration purposes (the "Permitted Use") and for no other purpose unrelated to the management and delivery of fire protection and emergency medical services.
- 2.2. **Liens and Encumbrances.** The RFA shall keep the Premises free and clear of any liens and encumbrances arising out of or relating to its use or occupancy of the Premises.

### 3. TERM.

- 3.1. **Term Defined.** The term of this Lease shall coincide with the term set forth in Section 2.1 of the Parties' ILA, which shall commence on January 1, 2023 ("Commencement Date").
- 3.2. **End of Term.** Upon the expiration or termination of the Term, as applicable, the RFA shall surrender the Premises to the City in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.
- 3.3. **Hold Over.** If the RFA remains in possession of the Premises after termination of this Lease, the occupancy shall not be an extension or renewal of the Term. The occupancy shall be a month-to-month tenancy, on terms identical to the terms of this Lease, which may be terminated by either party on thirty (30) days written notice.

### 4. LEASE PAYMENT.

- 4.1. **Rent.** The RFA shall pay to the City the annual rent of One Dollar and No/100 Cents (\$1.00) ("Rent"). The first installment shall be due and payable on or before Commencement Date, and subsequent installments shall be due and payable on or before the 1st day of each year thereafter.

### 5. UTILITIES AND OTHER EXPENSES.

- 5.1. **Utilities.** The RFA will be responsible for all utilities serving the Premises.

### 6. MAINTENANCE AND REPAIR.

- 6.1. **Maintenance.** Maintenance and Repair responsibilities shall follow the requirements of Section 5.2 of the ILA.

### 7. TENANT IMPROVEMENTS.

- 7.1. **Construction.** Prior to any construction, alteration, replacement, removal, or major repair of any improvements on the Premises, the RFA shall submit to the City plans and specifications that describe the proposed activity. Construction shall not commence until the City has approved the plans and specifications in writing. The City shall have thirty (30) days in which to review the proposed plans and specifications. The plans and specifications shall be deemed approved and the requirement for the City's written consent shall be treated as waived, unless the City notifies the RFA otherwise within the thirty (30) days. Upon completion of construction, the RFA shall promptly provide the City with as-built plans and specifications. The City's consent and approval shall not be required for any routine maintenance or repair of improvements made by the RFA pursuant to its obligation to maintain the Premises in good order and repair that does not result in the construction, alteration, replacement, removal, or major repair of any improvements on the Premises. The provisions of this section do not obviate any permit requirements that may apply to the proposed activity.

- 7.2. **Ownership of Improvements.** On the termination of the Lease, all RFA-initiated improvements shall become the property of the City without payment by the City.

## **8. INDEMNIFICATION.**

- 8.1. The RFA agrees that it will protect, save, defend, hold harmless and indemnify the City, its officials, employees, volunteers and agents from any and all demands, claims, suits, actions, judgments, or liabilities for injury or death of any person, or for loss or damage to property, arising as a result of accidents, injuries, or other occurrences on the Premises or on City's Property, occasioned by either the negligent or willful conduct of the RFA, its agents or any person or entity holding under the RFA or any person or entity on the Premises or on the City's property as a result of RFA's activity, regardless of who the injured party may be. Notwithstanding the foregoing, the City shall, to the extent permitted by law, indemnify and hold the RFA harmless for any and all demands, claims, judgments, or liability for loss or damage arising from the City's negligent, reckless and/or willful acts (including those of the City's employees, officials, or agents).

It is further specifically and expressly understood that the indemnification provided herein constitutes the RFA's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the RFA and City. The provisions of this section shall survive the expiration or termination of this Lease.

- 8.2. The RFA shall indemnify and hold City harmless from any and all claims, demands, judgments, orders, or damages resulting from hazardous substances on the Premises caused in whole or in part by the activity of the RFA, its agents, subtenants, or any other person or entity on the Premises during any period of time that the RFA has occupied all or a portion of the Premises during the term of the Lease. The City shall, to the extent permitted by law, indemnify and hold RFA harmless from any and all claims, demands, judgments, orders or damages resulting from hazardous substances on the Property caused by the City.
- 8.3. "Hazardous Substance" means any substance which now or in the future becomes regulated or defined as Hazardous Substance or Hazardous Waste under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 et seq., and Washington's Model Toxics Control Act ("MTCA"), RCW 70.105D.010 et seq.
- 8.4. The provisions of this Section 8 shall survive the expiration or termination of this Lease.

## **9. ASSIGNMENT AND SUBLETTING.**

- 9.1. The RFA shall not sell, convey, mortgage, assign, pledge, sublet, or otherwise transfer or encumber all or any part of the RFA's interest in this Lease or the Premises without the City's prior written consent which may not be unreasonably withheld by the City.

In the event of such consent, each permitted transferee shall assume all obligations under this Lease. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of RFA. The consolidation of the RFA with another entity or the formation of a regional fire authority in which the RFA is a participating jurisdiction shall not constitute an assignment under this Lease. The City's consent shall not be required for a sublease of the premises to another governmental entity providing services that directly support and benefit the operation of the regional RFA.

## 10. INSURANCE.

- 10.1. During the term of this Lease and any extension thereof, the City shall maintain an insurance policy on the Premises in the amount of the replacement cost, for damage from fire; earthquake; and other perils. Said insurance policy shall also insure the replacement value of the equipment owned by the City pursuant to this Lease. The proceeds on a claim against said insurance policy for damage shall be used to repair damage to the building so insured and to repair or replace any damaged personal property provided by the City.
- 10.2. The RFA shall be responsible for maintaining its own fire and hazard insurance on RFA-owned personal property and leasehold improvements placed within and on the Premises by the RFA.
- 10.3. The RFA shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Lease by the RFA, its agents, representatives, employees or subcontractors.

## 11. DAMAGE OR DESTRUCTION.

The Parties recognize that some or all use of the Property or Premises may be interfered with or prevented because of fire, earthquake, flood, storm, landslide, act of war, vandalism, theft or other extraordinary casualty ("Casualty").

- 11.1. **Material Damage.** If the Premises are damaged or destroyed by fire or any Casualty which cannot, despite diligent, good faith efforts be repaired or restored within one hundred twenty (120) days following the date on which such damage occurs, then RFA may elect to terminate the Lease effective as of the date of such damage or destruction. Within thirty (30) days after the date of such damage, the parties shall determine how long the repair and restoration will take. After that determination has been made, RFA shall have a period of thirty (30) days to terminate the Lease by giving written notice to the City.
- 11.2. **Repair after Damage.** If the RFA does not give notice of the RFA's election to terminate as provided in subsection 11.1, then the City shall, subject to the provisions of this Section, immediately commence and diligently pursue the completion of the repair of such damage so that the Premises are restored to a condition of similar quality, character and utility for the RFA's purposes. Notwithstanding anything contained herein to the contrary, if the Premises are not repaired and restored within one hundred twenty (120) days from the date of the damage, the RFA may cancel the Lease at any time before the City completes the repairs and delivers the restored Premises to the RFA. If the RFA does not so terminate, the City shall continue to restore the Premises. The RFA shall have no claim against the City for any direct, incidental or consequential

damages arising from the City's failure to commence or complete any repairs to the Premises. In no event shall the City be obligated to spend more money on the repair than is provided by insurance proceeds in subsection 11.1.

- 11.3. **Uninsured Damage.** If damage or destruction is caused by a peril not required to be insured against hereunder and for which insurance proceeds are not available, either the City or RFA may terminate this Lease by thirty (30) days written notice to the other of its election to do so, and the Lease shall be deemed to have terminated as of such date unless the other party agrees in writing to pay for such repairs or restoration.

## 12. DEFAULT AND REMEDIES.

- 12.1. **Acts Constituting Default.** The RFA shall be in default of this Lease on the occurrence of any of the following:
- (a) Failure to pay expenses when due;
  - (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
  - (c) Failure to comply with any other provision of this Lease;
  - (d) Failure to cure a default pursuant to Section 12.2 below;
  - (e) Proceedings are commenced by or against the RFA under any bankruptcy act or for the appointment of a trustee or receiver of RFAs' Premises; or
  - (f) The RFA vacates or abandons the Premises.
- 12.2. **Failure to Cure.** A default shall become an event of default ("Event of Default") if the RFA fails to cure, or take positive steps to cure, the default within 30 days after the City provides the RFA with written notice of default, which specifies the nature of the default.
- 12.3. **City's Remedies Upon Default.** Upon an Event of Default, the City may terminate this Lease and remove the RFA by summary proceedings or otherwise. The City's reentry or repossession of the Property under this subsection shall not be construed as an election to terminate this Lease or cause a forfeiture of rents or other charges to be paid during the balance of the Term, unless the City gives a written notice of termination to the RFA or termination is decreed by legal proceedings.

**13. ENTRY BY THE CITY.** The City shall have the right to enter the Premises at any reasonable hour to inspect for compliance with the terms of this Lease upon twenty-four (24) hours' notice. The City and/or its agents shall comply with all of the RFA's work safety rules and restrictions.

**14. NOTICE.** Any notices required or permitted under this Lease may be personally delivered, delivered by certified mail, return receipt requested, to the addresses listed on the signature page or to such other places as the parties may direct in writing from time to time. A notice shall be deemed given and delivered upon personal delivery or three (3) days after being mailed as set forth above, whichever is applicable.

## 15. MISCELLANEOUS.

- 15.1. **Authority.** The City and the RFA represent that each person signing on this Lease on its behalf is authorized to do so.
- 15.2. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties, their successors and assigns.
- 15.3. **Headings.** The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.
- 15.4. **Waiver.** The waiver by the City of any breach or default of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. The City's acceptance of a rental payment shall not be construed to be a waiver of any preceding or existing breach other than the failure to pay the particular rental payment that was accepted.
- 15.5. **Cumulative Remedies.** The rights and remedies of the City under this Lease are cumulative and in addition to all other rights and remedies afforded to the City by law or equity or otherwise.
- 15.6. **Time is of the Essence.** TIME IS OF THE ESSENCE as to each and every provision of this Lease.
- 15.7. **Invalidity.** If any provision of this Lease shall prove to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of this Lease.
- 15.8. **Applicable Law and Venue.** This Lease shall be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute shall mean that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Lease shall be in the Superior Court for King County, Washington.
- 15.9. **Modification.** Any modification of this Lease must be in writing and signed by the parties. The City shall not be bound by any oral representations or statements.
- 15.10. **Quiet Enjoyment.** The City covenants and agrees that the RFA, upon performing the terms and conditions of the Lease, may peacefully hold and enjoy the Premises during said term without any interruption by the City, its successors or assigns, or any person or company lawfully claiming by or through it.
- 15.11. **Recording of Short Form Lease.** Neither the City nor the RFA may record this Lease without the other's prior approval, but the Parties will at any time at the request of either party promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of this Lease, setting forth a description of the Premises, the terms of this lease and other provisions hereof, except the rental and other provisions as either party may request, which may be recorded.
- 15.12. **Duplicate Originals.** This Lease Agreement may be executed in duplicate originals.



THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below and is effective as of January 1, 2023.

**PUGET SOUND REGIONAL FIRE AUTHORITY**

**CITY OF TUKWILA**

By: \_\_\_\_\_  
Chief

By: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
PSRFA Attorney

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**NOTICES TO BE SENT TO:**

Puget Sound Regional Fire Authority  
Administration  
24611 116th Avenue SE  
Kent, WA 98030

**NOTICES TO BE SENT TO:**

City of Tukwila Mayor's Office  
6200 Southcenter Blvd.  
Tukwila WA 98188

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as \_\_\_\_\_, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument on behalf of Puget Sound Regional Fire Authority as its \_\_\_\_\_, and such execution to be the free and voluntary act of such party for the uses and purposes mentioned in the foregoing instrument.

- Notary Seal Must Appear Within This Box

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
NOTARY PUBLIC, in and for the  
State of Washington  
Residing at \_\_\_\_\_, Washington  
My Appointment Expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as \_\_\_\_\_, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument on behalf of the City of Tukwila as its Mayor, and such execution to be the free and voluntary act of such party for the uses and purposes mentioned in the foregoing instrument.

Notary Seal Must Appear Within This Box

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, in and for the  
State of Washington  
Residing at \_\_\_\_\_, Washington  
My Appointment Expires \_\_\_\_\_

**EXHIBIT A  
TUKWILA STATION 51 LEASE  
ABBREVIATED LEGAL DESCRIPTION**

NEW PARCEL "C" DESCRIBED AND DELINEATED IN CITY OF TUKWILA BOUNDARY LINE ADJUSTMENT NO L 13-005 RECORDING NO 20130227900005 (BEING A PORTION OF NE QTR NW QTR STR 35-23-04); TGW ADJOINING PORTION OF N HALF OF S 178TH ST VACATED BY CITY OF TUKWILA ORDINANCE NO 2400 RECORDING NO 20160120000736; TGW ADJOINING PORTION OF SOUTHCENTER PARKWAY VACATED BY CITY OF TUKWILA ORDINANCE NO 2240

Also known as King County Parcel Nos. 3523049008, located at 17951 Southcenter Pkwy.

**LEASE AGREEMENT  
BETWEEN THE CITY TUKWILA AND  
PUGET SOUND REGIONAL FIRE AUTHORITY**

**FIRE STATION 52**

THIS LEASE AGREEMENT (hereinafter “Lease”) is between the CITY OF TUKWILA, a municipal corporation of the State of Washington (“City”), and PUGET SOUND REGIONAL FIRE AUTHORITY, a Washington municipal corporation (“RFA”) (collectively referred to as “the Parties”).

**RECITALS**

1. The City’s legislative body and the RFA’s governing board executed an Interlocal Agreement for Consolidation of Fire Services to allow the RFA to provide fire protection, fire suppression, fire marshal services, emergency medical services, and nonemergency medical services to the City (“the ILA”).
2. The City owns real property legally described in **Exhibit A** attached and incorporated herein and located at 15447 65<sup>th</sup> Avenue S., Tukwila, Washington 98188 (the “Property”) (Parcel #3597000320). A portion of the Property has been used by the City as a fire station and that portion will now be used by the RFA under the terms of this Lease; and

**AGREEMENT**

NOW, THEREFORE, the City and RFA agree as follows:

**1. PREMISES.**

- 1.1. **As-Is.** The City is providing the Premises in “as-is” condition for the RFA’s use. The City makes no representation regarding the condition of the Premises or improvements located on the same.

**2. USE.**

- 2.1. **Permitted RFA and City Uses.** The RFA shall use the Premises for a fire station, and administration purposes (the “Permitted Use”) and for no other purpose unrelated to the management and delivery of fire protection and emergency medical services. The City shall continue to use the Premises for the following purposes:
  - (a) The City shall be permitted to access and use the EOC closet (also known as “212 EOC Storage”) and the main training room (also known as “210 Training Room”) as the City’s backup Emergency Operations Center, on a 24/7 basis and at any time without notice, in the event of an emergency and until termination of the emergency event.

- (b) The City shall be permitted to use the 210 Training Room as a public meeting space up to twenty (20) hours per calendar week, provided staff is on-site to facilitate such use;
- (c) The City shall be permitted to use the locked closet located on the second floor, inside the 210 Training Room (said closet also known as “213 HAM”) for the storage of ham radios and related equipment; and
- (d) Personnel assigned to the Tukwila Fire Marshal Office shall be permitted to maintain a physical office presence at Fire Station 52.

2.2. **Liens and Encumbrances.** The RFA shall keep the Premises free and clear of any liens and encumbrances arising out of or relating to its use or occupancy of the Premises.

### 3. TERM.

- 3.1. **Term Defined.** The term of this Lease shall coincide with the term set forth in Section 2.1 of the Parties’ ILA, which shall commence on January 1, 2023 (“Commencement Date”).
- 3.2. **End of Term.** Upon the expiration or termination of the Term, as applicable, the RFA shall surrender the Premises to the City in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.
- 3.3. **Hold Over.** If the RFA remains in possession of the Premises after termination of this Lease, the occupancy shall not be an extension or renewal of the Term. The occupancy shall be a month-to-month tenancy, on terms identical to the terms of this Lease, which may be terminated by either party on thirty (30) days written notice.

### 4. LEASE PAYMENT.

- 4.1. **Rent.** The RFA shall pay to the City the annual rent of One Dollar and No/100 Cents (\$1.00) (“Rent”). The first installment shall be due and payable on or before Commencement Date, and subsequent installments shall be due and payable on or before the 1st day of each year thereafter.

### 5. UTILITIES AND OTHER EXPENSES.

- 5.1. **Utilities.** The RFA will be responsible for all utilities serving the Premises.

### 6. MAINTENANCE AND REPAIR.

- 6.1. Maintenance and Repair responsibilities shall follow the requirements of Section 5.2 of the ILA.

## 7. TENANT IMPROVEMENTS.

- 7.1. **Construction.** Prior to any construction, alteration, replacement, removal, or major repair of any improvements on the Premises, the RFA shall submit to the City plans and specifications that describe the proposed activity. Construction shall not commence until the City has approved the plans and specifications in writing. The City shall have thirty (30) days in which to review the proposed plans and specifications. The plans and specifications shall be deemed approved and the requirement for the City's written consent shall be treated as waived, unless the City notifies the RFA otherwise within the thirty (30) days. Upon completion of construction, the RFA shall promptly provide the City with as-built plans and specifications. The City's consent and approval shall not be required for any routine maintenance or repair of improvements made by the RFA pursuant to its obligation to maintain the Premises in good order and repair that does not result in the construction, alteration, replacement, removal, or major repair of any improvements on the Premises. The provisions of this section do not obviate any permit requirements that may apply to the proposed activity.
- 7.2. **Ownership of Improvements.** On the termination of the Lease, all RFA-initiated improvements shall become the property of the City without payment by the City.

## 8. INDEMNIFICATION.

- 8.1. The RFA agrees that it will protect, save, defend, hold harmless and indemnify the City, its officials, employees, volunteers and agents from any and all demands, claims, suits, actions, judgments, or liabilities for injury or death of any person, or for loss or damage to property, arising as a result of accidents, injuries, or other occurrences on the Premises or on City's Property, occasioned by either the negligent or willful conduct of the RFA, its agents or any person or entity holding under the RFA or any person or entity on the Premises or on the City's property as a result of RFA's activity, regardless of who the injured party may be. Notwithstanding the foregoing, the City shall, to the extent permitted by law, indemnify and hold the RFA harmless for any and all demands, claims, judgments, or liability for loss or damage arising from the City's negligent, reckless and/or willful acts (including those of the City's employees, officials, or agents).

It is further specifically and expressly understood that the indemnification provided herein constitutes the RFA's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the RFA and City. The provisions of this section shall survive the expiration or termination of this Lease.

- 8.2. The RFA shall indemnify and hold City harmless from any and all claims, demands, judgments, orders, or damages resulting from hazardous substances on the Premises caused in whole or in part by the activity of the RFA, its agents, subtenants, or any other person or entity on the Premises during any period of time that the RFA has occupied all or a portion of the Premises during the term of the Lease. The City shall, to the extent permitted by law, indemnify and hold RFA harmless from any and all

claims, demands, judgments, orders or damages resulting from hazardous substances on the Property caused by the City.

8.3. "Hazardous Substance" means any substance which now or in the future becomes regulated or defined as Hazardous Substance or Hazardous Waste under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 et seq., and Washington's Model Toxics Control Act ("MTCA"), RCW 70.105D.010 et seq.

8.4. The provisions of this Section 8 shall survive the expiration or termination of this Lease.

## **9. ASSIGNMENT AND SUBLETTING.**

9.1. The RFA shall not sell, convey, mortgage, assign, pledge, sublet, or otherwise transfer or encumber all or any part of the RFA's interest in this Lease or the Premises without the City's prior written consent which may not be unreasonably withheld by the City. In the event of such consent, each permitted transferee shall assume all obligations under this Lease. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of RFA. The consolidation of the RFA with another entity or the formation of a regional fire authority in which the RFA is a participating jurisdiction shall not constitute an assignment under this Lease. The City's consent shall not be required for a sublease of the premises to another governmental entity providing services that directly support and benefit the operation of the regional RFA.

## **10. INSURANCE.**

10.1. During the term of this Lease and any extension thereof, the City shall maintain an insurance policy on the Premises in the amount of the replacement cost, for damage from fire; earthquake; and other perils. Said insurance policy shall also insure the replacement value of the equipment owned by the City pursuant to this Lease. The proceeds on a claim against said insurance policy for damage shall be used to repair damage to the building so insured and to repair or replace any damaged personal property provided by the City.

10.2. The RFA shall be responsible for maintaining its own fire and hazard insurance on RFA-owned personal property and leasehold improvements placed within and on the Premises by the RFA.

10.3. The RFA shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Lease by the RFA, its agents, representatives, employees or subcontractors.

**11. DAMAGE OR DESTRUCTION.** The Parties recognize that some or all use of the Property or Premises may be interfered with or prevented because of fire, earthquake, flood, storm, landslide, act of war, vandalism, theft or other extraordinary casualty ("Casualty").



- 11.1. **Material Damage.** If the Premises are damaged or destroyed by fire or any Casualty which cannot, despite diligent, good faith efforts be repaired or restored within one hundred twenty (120) days following the date on which such damage occurs, then RFA may elect to terminate the Lease effective as of the date of such damage or destruction. Within thirty (30) days after the date of such damage, the parties shall determine how long the repair and restoration will take. After that determination has been made, RFA shall have a period of thirty (30) days to terminate the Lease by giving written notice to the City.
- 11.2. **Repair after Damage.** If the RFA does not give notice of the RFA's election to terminate as provided in subsection 11.1, then the City shall, subject to the provisions of this Section, immediately commence and diligently pursue the completion of the repair of such damage so that the Premises are restored to a condition of similar quality, character and utility for the RFA's purposes. Notwithstanding anything contained herein to the contrary, if the Premises are not repaired and restored within one hundred twenty (120) days from the date of the damage, the RFA may cancel the Lease at any time before the City completes the repairs and delivers the restored Premises to the RFA. If the RFA does not so terminate, the City shall continue to restore the Premises. The RFA shall have no claim against the City for any direct, incidental or consequential damages arising from the City's failure to commence or complete any repairs to the Premises. In no event shall the City be obligated to spend more money on the repair than is provided by insurance proceeds in subsection 11.1.
- 11.3. **Uninsured Damage.** If damage or destruction is caused by a peril not required to be insured against hereunder and for which insurance proceeds are not available, either the City or RFA may terminate this Lease by thirty (30) days written notice to the other of its election to do so, and the Lease shall be deemed to have terminated as of such date unless the other party agrees in writing to pay for such repairs or restoration.

## 12. DEFAULT AND REMEDIES.

- 12.1. **Acts Constituting Default.** The RFA shall be in default of this Lease on the occurrence of any of the following:
- (a) Failure to pay expenses when due;
  - (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
  - (c) Failure to comply with any other provision of this Lease;
  - (d) Failure to cure a default pursuant to Section 12.2 below;
  - (e) Proceedings are commenced by or against the RFA under any bankruptcy act or for the appointment of a trustee or receiver of RFAs' Premises; or
  - (f) The RFA vacates or abandons the Premises.
- 12.2. **Failure to Cure.** A default shall become an event of default ("Event of Default") if the RFA fails to cure, or take positive steps to cure, the default within 30 days after the City provides the RFA with written notice of default, which specifies the nature of the default.
- 12.3. **City's Remedies Upon Default.** Upon an Event of Default, the City may terminate this Lease and remove the RFA by summary proceedings or otherwise. The City's

reentry or repossession of the Property under this subsection shall not be construed as an election to terminate this Lease or cause a forfeiture of rents or other charges to be paid during the balance of the Term, unless the City gives a written notice of termination to the RFA or termination is decreed by legal proceedings.

13. **ENTRY BY THE CITY.** The City shall have the right to enter the Premises at any reasonable hour to inspect for compliance with the terms of this Lease upon twenty-four (24) hours' notice. The City and/or its agents shall comply with all of the RFA's work safety rules and restrictions.
14. **NOTICE.** Any notices required or permitted under this Lease may be personally delivered, delivered by certified mail, return receipt requested, to the addresses listed on the signature page or to such other places as the parties may direct in writing from time to time. A notice shall be deemed given and delivered upon personal delivery or three (3) days after being mailed as set forth above, whichever is applicable.
15. **MISCELLANEOUS.**
  - 15.1. **Authority.** The City and the RFA represent that each person signing on this Lease on its behalf is authorized to do so.
  - 15.2. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties, their successors and assigns.
  - 15.3. **Headings.** The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.
  - 15.4. **Waiver.** The waiver by the City of any breach or default of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. The City's acceptance of a rental payment shall not be construed to be a waiver of any preceding or existing breach other than the failure to pay the particular rental payment that was accepted.
  - 15.5. **Cumulative Remedies.** The rights and remedies of the City under this Lease are cumulative and in addition to all other rights and remedies afforded to the City by law or equity or otherwise.
  - 15.6. **Time is of the Essence.** TIME IS OF THE ESSENCE as to each and every provision of this Lease.
  - 15.7. **Invalidity.** If any provision of this Lease shall prove to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of this Lease.
  - 15.8. **Applicable Law and Venue.** This Lease shall be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute shall mean that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Lease shall be in the Superior Court for King County, Washington.
  - 15.9. **Modification.** Any modification of this Lease must be in writing and signed by the parties. The City shall not be bound by any oral representations or statements.
  - 15.10. **Quiet Enjoyment.** The City covenants and agrees that the RFA, upon performing the terms and conditions of the Lease, may peacefully hold and enjoy the Premises during said term without any interruption by the City, its successors or assigns, or any person or company lawfully claiming by or through it.

15.11. **Recording of Short Form Lease.** Neither the City nor the RFA may record this Lease without the other's prior approval, but the Parties will at any time at the request of either party promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of this lease, setting forth a description of the Premises, the terms of this Lease and other provisions hereof, except the rental and other provisions as either party may request, which may be recorded.

15.12. **Duplicate Originals.** This Lease Agreement may be executed in duplicate originals.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below and is effective as of January 1, 2023.

**PUGET SOUND REGIONAL FIRE  
AUTHORITY**

**CITY OF TUKWILA**

By: \_\_\_\_\_  
Chief

By: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
PSRFA Attorney

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**NOTICES TO BE SENT TO:**

**NOTICES TO BE SENT TO:**

Puget Sound Regional Fire Authority  
Administration  
24611 116th Avenue SE  
Kent, WA 98030

City of Tukwila Mayor's Office  
6200 Southcenter Blvd.  
Tukwila WA 98188

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as \_\_\_\_\_, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument on behalf of Puget Sound Regional Fire Authority as its \_\_\_\_\_, and such execution to be the free and voluntary act of such party for the uses and purposes mentioned in the foregoing instrument.

- Notary Seal Must Appear Within This Box

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
NOTARY PUBLIC, in and for the  
State of Washington  
Residing at \_\_\_\_\_, Washington  
My Appointment Expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as \_\_\_\_\_, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument on behalf of the City of Tukwila as its Mayor, and such execution to be the free and voluntary act of such party for the uses and purposes mentioned in the foregoing instrument.

Notary Seal Must Appear Within This Box

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, in and for the  
State of Washington  
Residing at \_\_\_\_\_, Washington  
My Appointment Expires \_\_\_\_\_

**EXHIBIT A  
TUKWILA STATION 52 LEASE  
ABBREVIATED LEGAL DESCRIPTION**

INTERURBAN ADD TO SEATTLE LOT 17 LESS PORTION LY NLY OF FOLLOWING DESCRIBED LINE - BEGIN SW CORNER OF LOT 17 TH NORTH 210 FEET TH N 89-47-00 E TO WLY MARGIN OF 65 TH AVE S LESS POR DAF - POR OF LOT 17 DAF - BAAP OF C/L OF RENTON-THREE TREE PT NO 2649 & W LN OF SEC 23-23-04 SD PT BEING ENG STA 135+29.92 FR WCH SW COR OF SD SEC 23 BEARS S 0-11-42 E 2044.06 FT TH S 84-51-48 E 1647.24 FT TH ON A CRV TO RGT HAVING A RAD OF 955.37 FT 360 FT TH S 63-15-48 E 359.18 FT TH ON A CRV TO LFT RAD OF 5729.65 FT 370 FT TH S 66-57-48 E 1162.53 FT TH ON A CRV TO LFT HAVING A RAD OF 716.34 FT 442.40 FT TH N 77-38-42 E 201.68 FT TH LEAVING SD C/L OF SD RD & RUNNING N 00-14-00 E 272.03 FT TH S 00-14-00 W 87.94 FT M/L TO NWLY MGN OF VAC MACADAM RD TH S 49-00-00 W ALG SD NWLY MGN 106.38 FT TH N 00-14-00 E 312.55 FT M/L TO S LN OF LOT 17 IN SD PLAT & TPOB TH CONT N 00-14-00 E 150 FT TH S 88-24-47 E PLW NLY LN OF SD LOT 17 170 FT M/L TO SWLY MGN OF 65TH AVE S TH SELY ALG SD MGN TO SE COR OF SD LOT 17 TH N 89-09-00 W ALG S LN OF LOT 17 TO TPOB LESS POR LYINING WITHIN M. W. ADD LESS RD

Also known as King County Parcel No. 3597000320 located at 15447 65<sup>th</sup> Avenue S., Tukwila, Washington 98188.

**LEASE AGREEMENT  
BETWEEN THE CITY TUKWILA AND  
PUGET SOUND REGIONAL FIRE AUTHORITY**

**FIRE STATION 53**

THIS LEASE AGREEMENT (hereinafter "Lease") is between the CITY OF TUKWILA, a municipal corporation of the State of Washington ("City"), and PUGET SOUND REGIONAL FIRE AUTHORITY, a Washington municipal corporation ("RFA") (collectively referred to as "the Parties").

**RECITALS**

1. The City's legislative body and the RFA's governing board executed an Interlocal Agreement for Consolidation of Fire Services to allow the RFA to provide fire protection, fire suppression, fire marshal services, emergency medical services, and nonemergency medical services to the City ("the ILA").
2. The City owns real property legally described in **Exhibit A** attached and incorporated herein and located at 4202 S. 115<sup>th</sup> Street, Tukwila, Washington 98168 (the "Property") (Parcel #3351400825). A portion of the Property has been used by the City as a fire station and that portion will now be used by the RFA under the terms of this Lease; and

**AGREEMENT**

NOW, THEREFORE, the City and RFA agree as follows:

**1. PREMISES.**

- 1.1. **As-Is.** The City is providing the Premises in "as-is" condition for the RFA's use. The City makes no representation regarding the condition of the Premises or improvements located on the same.

**2. USE.**

- 2.1. **Permitted Use.** The RFA shall use the Premises for a fire station, and administration purposes (the "Permitted Use") and for no other purpose unrelated to the management and delivery of fire protection and emergency medical services.
- 2.2. **Liens and Encumbrances.** The RFA shall keep the Premises free and clear of any liens and encumbrances arising out of or relating to its use or occupancy of the Premises.

### 3. TERM.

- 3.1. **Term Defined.** The term of this Lease shall coincide with the term set forth in Section 2.1 of the Parties' ILA, which shall commence on January 1, 2023 ("Commencement Date").
- 3.2. **End of Term.** Upon the expiration or termination of the Term, as applicable, the RFA shall surrender the Premises to the City in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.
- 3.3. **Hold Over.** If the RFA remains in possession of the Premises after termination of this Lease, the occupancy shall not be an extension or renewal of the Term. The occupancy shall be a month-to-month tenancy, on terms identical to the terms of this Lease, which may be terminated by either party on thirty (30) days written notice.

### 4. LEASE PAYMENT.

- 4.1. **Rent.** The RFA shall pay to the City the annual rent of One Dollar and No/100 Cents (\$1.00) ("Rent"). The first installment shall be due and payable on or before Commencement Date, and subsequent installments shall be due and payable on or before the 1st day of each year thereafter.

### 5. UTILITIES AND OTHER EXPENSES.

- 5.1. **Utilities.** The RFA will be responsible for all utilities serving the Premises.

### 6. MAINTENANCE AND REPAIR.

- 6.1. Maintenance and Repair responsibilities shall follow the requirements of Section 5.2 of the ILA.

### 7. TENANT IMPROVEMENTS.

- 7.1. **Construction.** Prior to any construction, alteration, replacement, removal, or major repair of any improvements on the Premises, the RFA shall submit to the City plans and specifications that describe the proposed activity. Construction shall not commence until the City has approved the plans and specifications in writing. The City shall have thirty (30) days in which to review the proposed plans and specifications. The plans and specifications shall be deemed approved and the requirement for the City's written consent shall be treated as waived, unless the City notifies the RFA otherwise within the thirty (30) days. Upon completion of construction, the RFA shall promptly provide the City with as-built plans and specifications. The City's consent and approval shall not be required for any routine maintenance or repair of improvements made by the RFA pursuant to its obligation to maintain the Premises in good order and repair that does not result in the construction, alteration, replacement, removal, or major repair of any improvements on the Premises. The provisions of this section do not obviate any permit requirements that may apply to the proposed activity.



- 7.2. **Ownership of Improvements.** On the termination of the Lease, all RFA-initiated improvements shall become the property of the City without payment by the City.

## **8. INDEMNIFICATION.**

- 8.1. The RFA agrees that it will protect, save, defend, hold harmless and indemnify the City, its officials, employees, volunteers and agents from any and all demands, claims, suits, actions, judgments, or liabilities for injury or death of any person, or for loss or damage to property, arising as a result of accidents, injuries, or other occurrences on the Premises or on City's Property, occasioned by either the negligent or willful conduct of the RFA, its agents or any person or entity holding under the RFA or any person or entity on the Premises or on the City's property as a result of RFA's activity, regardless of who the injured party may be. Notwithstanding the foregoing, the City shall, to the extent permitted by law, indemnify and hold the RFA harmless for any and all demands, claims, judgments, or liability for loss or damage arising from the City's negligent, reckless and/or willful acts (including those of the City's employees, officials, or agents).

It is further specifically and expressly understood that the indemnification provided herein constitutes the RFA's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the RFA and City. The provisions of this section shall survive the expiration or termination of this Lease.

- 8.2. The RFA shall indemnify and hold City harmless from any and all claims, demands, judgments, orders, or damages resulting from hazardous substances on the Premises caused in whole or in part by the activity of the RFA, its agents, subtenants, or any other person or entity on the Premises during any period of time that the RFA has occupied all or a portion of the Premises during the term of the Lease. The City shall, to the extent permitted by law, indemnify and hold RFA harmless from any and all claims, demands, judgments, orders or damages resulting from hazardous substances on the Property caused by the City.
- 8.3. "Hazardous Substance" means any substance which now or in the future becomes regulated or defined as Hazardous Substance or Hazardous Waste under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 et seq., and Washington's Model Toxics Control Act ("MTCA"), RCW 70.105D.010 et seq.
- 8.4. The provisions of this Section 8 shall survive the expiration or termination of this Lease.

## **9. ASSIGNMENT AND SUBLETTING.**

- 9.1. The RFA shall not sell, convey, mortgage, assign, pledge, sublet, or otherwise transfer or encumber all or any part of the RFA's interest in this Lease or the Premises without

the City's prior written consent which may not be unreasonably withheld by the City. In the event of such consent, each permitted transferee shall assume all obligations under this Lease. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of RFA. The consolidation of the RFA with another entity or the formation of a regional fire authority in which the RFA is a participating jurisdiction shall not constitute an assignment under this Lease. The City's consent shall not be required for a sublease of the premises to another governmental entity providing services that directly support and benefit the operation of the regional RFA.

## 10. INSURANCE.

- 10.1. During the term of this Lease and any extension thereof, the City shall maintain an insurance policy on the Premises in the amount of the replacement cost, for damage from fire; earthquake; and other perils. Said insurance policy shall also insure the replacement value of the equipment owned by the City pursuant to this Lease. The proceeds on a claim against said insurance policy for damage shall be used to repair damage to the building so insured and to repair or replace any damaged personal property provided by the City.
- 10.2. The RFA shall be responsible for maintaining its own fire and hazard insurance on RFA-owned personal property and leasehold improvements placed within and on the Premises by the RFA.
- 10.3. The RFA shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Lease by the RFA, its agents, representatives, employees or subcontractors.

## 11. DAMAGE OR DESTRUCTION.

The Parties recognize that some or all use of the Property or Premises may be interfered with or prevented because of fire, earthquake, flood, storm, landslide, act of war, vandalism, theft or other extraordinary casualty ("Casualty").

- 11.1. **Material Damage.** If the Premises are damaged or destroyed by fire or any Casualty which cannot, despite diligent, good faith efforts be repaired or restored within one hundred twenty (120) days following the date on which such damage occurs, then RFA may elect to terminate the Lease effective as of the date of such damage or destruction. Within thirty (30) days after the date of such damage, the parties shall determine how long the repair and restoration will take. After that determination has been made, RFA shall have a period of thirty (30) days to terminate the Lease by giving written notice to the City.
- 11.2. **Repair after Damage.** If the RFA does not give notice of the RFA's election to terminate as provided in subsection 11.1, then the City shall, subject to the provisions of this Section, immediately commence and diligently pursue the completion of the repair of such damage so that the Premises are restored to a condition of similar quality, character and utility for the RFA's purposes. Notwithstanding anything contained herein to the contrary, if the Premises are not repaired and restored within one hundred twenty (120) days from the date of the damage, the RFA may cancel the Lease at any time before the City completes the repairs and delivers the restored Premises to the

RFA. If the RFA does not so terminate, the City shall continue to restore the Premises. The RFA shall have no claim against the City for any direct, incidental or consequential damages arising from the City's failure to commence or complete any repairs to the Premises. In no event shall the City be obligated to spend more money on the repair than is provided by insurance proceeds in subsection 11.1.

- 11.3. **Uninsured Damage.** If damage or destruction is caused by a peril not required to be insured against hereunder and for which insurance proceeds are not available, either the City or RFA may terminate this Lease by thirty (30) days written notice to the other of its election to do so, and the Lease shall be deemed to have terminated as of such date unless the other party agrees in writing to pay for such repairs or restoration.

## 12. DEFAULT AND REMEDIES.

- 12.1. **Acts Constituting Default.** The RFA shall be in default of this Lease on the occurrence of any of the following:

- (a) Failure to pay expenses when due;
- (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
- (c) Failure to comply with any other provision of this Lease;
- (d) Failure to cure a default pursuant to Section 12.2 below;
- (e) Proceedings are commenced by or against the RFA under any bankruptcy act or for the appointment of a trustee or receiver of RFAs' Premises; or
- (f) The RFA vacates or abandons the Premises.

- 12.2. **Failure to Cure.** A default shall become an event of default ("Event of Default") if the RFA fails to cure, or take positive steps to cure, the default within 30 days after the City provides the RFA with written notice of default, which specifies the nature of the default.

- 12.3. **City's Remedies Upon Default.** Upon an Event of Default, the City may terminate this Lease and remove the RFA by summary proceedings or otherwise. The City's reentry or repossession of the Property under this subsection shall not be construed as an election to terminate this Lease or cause a forfeiture of rents or other charges to be paid during the balance of the Term, unless the City gives a written notice of termination to the RFA or termination is decreed by legal proceedings.

13. **ENTRY BY THE CITY.** The City shall have the right to enter the Premises at any reasonable hour to inspect for compliance with the terms of this Lease upon twenty-four (24) hours' notice. The City and/or its agents shall comply with all of the RFA's work safety rules and restrictions.

14. **NOTICE.** Any notices required or permitted under this Lease may be personally delivered, delivered by certified mail, return receipt requested, to the addresses listed on the signature page or to such other places as the parties may direct in writing from time to time. A notice shall be deemed given and delivered upon personal delivery or three (3) days after being mailed as set forth above, whichever is applicable.

## 15. MISCELLANEOUS.

- 15.1. **Authority.** The City and the RFA represent that each person signing on this Lease on its behalf is authorized to do so.
- 15.2. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties, their successors and assigns.
- 15.3. **Headings.** The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.
- 15.4. **Waiver.** The waiver by the City of any breach or default of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. The City's acceptance of a rental payment shall not be construed to be a waiver of any preceding or existing breach other than the failure to pay the particular rental payment that was accepted.
- 15.5. **Cumulative Remedies.** The rights and remedies of the City under this Lease are cumulative and in addition to all other rights and remedies afforded to the City by law or equity or otherwise.
- 15.6. **Time is of the Essence.** TIME IS OF THE ESSENCE as to each and every provision of this Lease.
- 15.7. **Invalidity.** If any provision of this Lease shall prove to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of this Lease.
- 15.8. **Applicable Law and Venue.** This Lease shall be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute shall mean that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Lease shall be in the Superior Court for King County, Washington.
- 15.9. **Modification.** Any modification of this Lease must be in writing and signed by the parties. The City shall not be bound by any oral representations or statements.
- 15.10. **Quiet Enjoyment.** The City covenants and agrees that the RFA, upon performing the terms and conditions of the Lease, may peacefully hold and enjoy the Premises during said term without any interruption by the City, its successors or assigns, or any person or company lawfully claiming by or through it.
- 15.11. **Recording of Short Form Lease.** Neither the City nor the RFA may record this Lease without the other's prior approval, but the Parties will at any time at the request of either party promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of this lease, setting forth a description of the Premises, the terms of this Lease and other provisions hereof, except the rental and other provisions as either party may request, which may be recorded.
- 15.12. **Duplicate Originals.** This Lease Agreement may be executed in duplicate originals.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below and is effective as of January 1, 2023.

**PUGET SOUND REGIONAL FIRE  
AUTHORITY**

**CITY OF TUKWILA**

By: \_\_\_\_\_  
Chief

By: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

ATTEST:

\_\_\_\_\_  
PSRFA Attorney

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**NOTICES TO BE SENT TO:**

**NOTICES TO BE SENT TO:**

Puget Sound Regional Fire Authority  
Administration  
24611 116th Avenue SE  
Kent, WA 98030

City of Tukwila Mayor's Office  
6200 Southcenter Blvd.  
Tukwila WA 98188

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as \_\_\_\_\_, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument on behalf of Puget Sound Regional Fire Authority as its \_\_\_\_\_, and such execution to be the free and voluntary act of such party for the uses and purposes mentioned in the foregoing instrument.

- Notary Seal Must Appear Within This Box

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
NOTARY PUBLIC, in and for the  
State of Washington  
Residing at \_\_\_\_\_, Washington  
My Appointment Expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as \_\_\_\_\_, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument on behalf of the City of Tukwila as its Mayor, and such execution to be the free and voluntary act of such party for the uses and purposes mentioned in the foregoing instrument.

Notary Seal Must Appear Within This Box

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, in and for the  
State of Washington  
Residing at \_\_\_\_\_, Washington  
My Appointment Expires \_\_\_\_\_

**EXHIBIT A**  
**TUKWILA STATION 53 LEASE**  
**ABBREVIATED LEGAL DESCRIPTION**

HILLMANS CD MEADOW GARDENS #3 LOTS 1 THRU 15 BLOCK 26 TGW LOTS 1 THRU 12 BLOCK 27 TGW LOTS 1 THRU 15 BLOCK 28 TGW UNIMPROVED AND VACATED SOUTH 114TH STREET AND SOUTH 115TH STREET - TUKWILA ORDINANCE NO 1750 EFFECTIVE DATE AUGUST 20, 1995

Also known as King County Parcel No. 3351400825 located at 4202 S. 115<sup>th</sup> Street, Tukwila, Washington 98168.



**LEASE AGREEMENT  
BETWEEN THE CITY TUKWILA AND  
PUGET SOUND REGIONAL FIRE AUTHORITY**

**FIRE STATION 54**

THIS LEASE AGREEMENT (hereinafter "Lease") is between the CITY OF TUKWILA, a municipal corporation of the State of Washington ("City"), and PUGET SOUND REGIONAL FIRE AUTHORITY, a Washington municipal corporation ("RFA") (collectively referred to as "the Parties").

**RECITALS**

1. The City's legislative body and the RFA's governing board executed an Interlocal Agreement for Consolidation of Fire Services to allow the RFA to provide fire protection, fire suppression, fire marshal services, emergency medical services, and nonemergency medical services to the City ("the ILA").
2. The City owns real property legally described in **Exhibit A** attached and incorporated herein and located at 4237 S. 144<sup>th</sup> Street, Tukwila, Washington 98168 (the "Property") (Parcel #0040000365). A portion of the Property has been used by the City as a fire station and that portion will now be used by the RFA under the terms of this Lease; and

**AGREEMENT**

NOW, THEREFORE, the City and RFA agree as follows:

**1. PREMISES.**

- 1.1. **As-Is.** The City is providing the Premises in "as-is" condition for the RFA's use. The City makes no representation regarding the condition of the Premises or improvements located on the same.

**2. USE.**

- 2.1. **Permitted Use.** The RFA shall use the Premises for a fire station, and administration purposes (the "Permitted Use") and for no other purpose unrelated to the management and delivery of fire protection and emergency medical services.
- 2.2. **Liens and Encumbrances.** The RFA shall keep the Premises free and clear of any liens and encumbrances arising out of or relating to its use or occupancy of the Premises.

### 3. TERM.

- 3.1. **Term Defined.** The term of this Lease shall coincide with the term set forth in Section 2.1 of the Parties' ILA, which shall commence on January 1, 2023 ("Commencement Date").
- 3.2. **End of Term.** Upon the expiration or termination of the Term, as applicable, the RFA shall surrender the Premises to the City in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.
- 3.3. **Hold Over.** If the RFA remains in possession of the Premises after termination of this Lease, the occupancy shall not be an extension or renewal of the Term. The occupancy shall be a month-to-month tenancy, on terms identical to the terms of this Lease, which may be terminated by either party on thirty (30) days written notice.

### 4. LEASE PAYMENT.

- 4.1. **Rent.** The RFA shall pay to the City the annual rent of One Dollar and No/100 Cents (\$1.00) ("Rent"). The first installment shall be due and payable on or before Commencement Date, and subsequent installments shall be due and payable on or before the 1st day of each year thereafter.

### 5. UTILITIES AND OTHER EXPENSES.

- 5.1. **Utilities.** The RFA will be responsible for all utilities serving the Premises.

### 6. MAINTENANCE AND REPAIR.

- 6.1. **Maintenance.** Maintenance and Repair responsibilities shall follow the requirements of Section 5.2 of the ILA.

### 7. TENANT IMPROVEMENTS.

- 7.1. **Construction.** Prior to any construction, alteration, replacement, removal, or major repair of any improvements on the Premises, the RFA shall submit to the City plans and specifications that describe the proposed activity. Construction shall not commence until the City has approved the plans and specifications in writing. The City shall have thirty (30) days in which to review the proposed plans and specifications. The plans and specifications shall be deemed approved and the requirement for the City's written consent shall be treated as waived, unless the City notifies the RFA otherwise within the thirty (30) days. Upon completion of construction, the RFA shall promptly provide the City with as-built plans and specifications. The City's consent and approval shall not be required for any routine maintenance or repair of improvements made by the RFA pursuant to its obligation to maintain the Premises in good order and repair that does not result in the construction, alteration, replacement, removal, or major repair of any improvements on the Premises. The provisions of this section do not obviate any permit requirements that may apply to the proposed activity.

- 7.2. **Ownership of Improvements.** On the termination of the Lease, all RFA-initiated improvements shall become the property of the City without payment by the City.

## **8. INDEMNIFICATION.**

- 8.1. The RFA agrees that it will protect, save, defend, hold harmless and indemnify the City, its officials, employees, volunteers and agents from any and all demands, claims, suits, actions, judgments, or liabilities for injury or death of any person, or for loss or damage to property, arising as a result of accidents, injuries, or other occurrences on the Premises or on City's Property, occasioned by either the negligent or willful conduct of the RFA, its agents or any person or entity holding under the RFA or any person or entity on the Premises or on the City's property as a result of RFA's activity, regardless of who the injured party may be. Notwithstanding the foregoing, the City shall, to the extent permitted by law, indemnify and hold the RFA harmless for any and all demands, claims, judgments, or liability for loss or damage arising from the City's negligent, reckless and/or willful acts (including those of the City's employees, officials, or agents).

It is further specifically and expressly understood that the indemnification provided herein constitutes the RFA's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the RFA and City. The provisions of this section shall survive the expiration or termination of this Lease.

- 8.2. The RFA shall indemnify and hold City harmless from any and all claims, demands, judgments, orders, or damages resulting from hazardous substances on the Premises caused in whole or in part by the activity of the RFA, its agents, subtenants, or any other person or entity on the Premises during any period of time that the RFA has occupied all or a portion of the Premises during the term of the Lease. The City shall, to the extent permitted by law, indemnify and hold RFA harmless from any and all claims, demands, judgments, orders or damages resulting from hazardous substances on the Property caused by the City.
- 8.3. "Hazardous Substance" means any substance which now or in the future becomes regulated or defined as Hazardous Substance or Hazardous Waste under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 et seq., and Washington's Model Toxics Control Act ("MTCA"), RCW 70.105D.010 et seq.
- 8.4. The provisions of this Section 8 shall survive the expiration or termination of this Lease.

## **9. ASSIGNMENT AND SUBLETTING.**

- 9.1. The RFA shall not sell, convey, mortgage, assign, pledge, sublet, or otherwise transfer or encumber all or any part of the RFA's interest in this Lease or the Premises without the City's prior written consent which may not be unreasonably withheld by the City. In the event of such consent, each permitted transferee shall assume all obligations

under this Lease. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of RFA. The consolidation of the RFA with another entity or the formation of a regional fire authority in which the RFA is a participating jurisdiction shall not constitute an assignment under this Lease. The City's consent shall not be required for a sublease of the premises to another governmental entity providing services that directly support and benefit the operation of the regional RFA.

## 10. INSURANCE.

- 10.1. During the term of this Lease and any extension thereof, the City shall maintain an insurance policy on the Premises in the amount of the replacement cost, for damage from fire; earthquake; and other perils. Said insurance policy shall also insure the replacement value of the equipment owned by the City pursuant to this Lease. The proceeds on a claim against said insurance policy for damage shall be used to repair damage to the building so insured and to repair or replace any damaged personal property provided by the City.
- 10.2. The RFA shall be responsible for maintaining its own fire and hazard insurance on RFA-owned personal property and leasehold improvements placed within and on the Premises by the RFA.
- 10.3. The RFA shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Lease by the RFA, its agents, representatives, employees or subcontractors.

## 11. DAMAGE OR DESTRUCTION.

The Parties recognize that some or all use of the Property or Premises may be interfered with or prevented because of fire, earthquake, flood, storm, landslide, act of war, vandalism, theft or other extraordinary casualty ("Casualty").

- 11.1. **Material Damage.** If the Premises are damaged or destroyed by fire or any Casualty which cannot, despite diligent, good faith efforts be repaired or restored within one hundred twenty (120) days following the date on which such damage occurs, then RFA may elect to terminate the Lease effective as of the date of such damage or destruction. Within thirty (30) days after the date of such damage, the parties shall determine how long the repair and restoration will take. After that determination has been made, RFA shall have a period of thirty (30) days to terminate the Lease by giving written notice to the City.
- 11.2. **Repair after Damage.** If the RFA does not give notice of the RFA's election to terminate as provided in subsection 11.1, then the City shall, subject to the provisions of this Section, immediately commence and diligently pursue the completion of the repair of such damage so that the Premises are restored to a condition of similar quality, character and utility for the RFA's purposes. Notwithstanding anything contained herein to the contrary, if the Premises are not repaired and restored within one hundred twenty (120) days from the date of the damage, the RFA may cancel the Lease at any time before the City completes the repairs and delivers the restored Premises to the RFA. If the RFA does not so terminate, the City shall continue to restore the Premises. The RFA shall have no claim against the City for any direct, incidental or consequential

damages arising from the City's failure to commence or complete any repairs to the Premises. In no event shall the City be obligated to spend more money on the repair than is provided by insurance proceeds in subsection 11.1.

- 11.3. **Uninsured Damage.** If damage or destruction is caused by a peril not required to be insured against hereunder and for which insurance proceeds are not available, either the City or RFA may terminate this Lease by thirty (30) days written notice to the other of its election to do so, and the Lease shall be deemed to have terminated as of such date unless the other party agrees in writing to pay for such repairs or restoration.

## 12. DEFAULT AND REMEDIES.

- 12.1. **Acts Constituting Default.** The RFA shall be in default of this Lease on the occurrence of any of the following:
- (a) Failure to pay expenses when due;
  - (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
  - (c) Failure to comply with any other provision of this Lease;
  - (d) Failure to cure a default pursuant to Section 12.2 below;
  - (e) Proceedings are commenced by or against the RFA under any bankruptcy act or for the appointment of a trustee or receiver of RFAs' Premises; or
  - (f) The RFA vacates or abandons the Premises.
- 12.2. **Failure to Cure.** A default shall become an event of default ("Event of Default") if the RFA fails to cure, or take positive steps to cure, the default within 30 days after the City provides the RFA with written notice of default, which specifies the nature of the default.
- 12.3. **City's Remedies Upon Default.** Upon an Event of Default, the City may terminate this Lease and remove the RFA by summary proceedings or otherwise. The City's reentry or repossession of the Property under this subsection shall not be construed as an election to terminate this Lease or cause a forfeiture of rents or other charges to be paid during the balance of the Term, unless the City gives a written notice of termination to the RFA or termination is decreed by legal proceedings.

13. **ENTRY BY THE CITY.** The City shall have the right to enter the Premises at any reasonable hour to inspect for compliance with the terms of this Lease upon twenty-four (24) hours' notice. The City and/or its agents shall comply with all of the RFA's work safety rules and restrictions.

14. **NOTICE.** Any notices required or permitted under this Lease may be personally delivered, delivered by certified mail, return receipt requested, to the addresses listed on the signature page or to such other places as the parties may direct in writing from time to time. A notice shall be deemed given and delivered upon personal delivery or three (3) days after being mailed as set forth above, whichever is applicable.

## 15. MISCELLANEOUS.

- 15.1. **Authority.** The City and the RFA represent that each person signing on this Lease on its behalf is authorized to do so.
- 15.2. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties, their successors and assigns.
- 15.3. **Headings.** The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.
- 15.4. **Waiver.** The waiver by the City of any breach or default of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. The City's acceptance of a rental payment shall not be construed to be a waiver of any preceding or existing breach other than the failure to pay the particular rental payment that was accepted.
- 15.5. **Cumulative Remedies.** The rights and remedies of the City under this Lease are cumulative and in addition to all other rights and remedies afforded to the City by law or equity or otherwise.
- 15.6. **Time is of the Essence.** TIME IS OF THE ESSENCE as to each and every provision of this Lease.
- 15.7. **Invalidity.** If any provision of this Lease shall prove to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of this Lease.
- 15.8. **Applicable Law and Venue.** This Lease shall be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute shall mean that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Lease shall be in the Superior Court for King County, Washington.
- 15.9. **Modification.** Any modification of this Lease must be in writing and signed by the parties. The City shall not be bound by any oral representations or statements.
- 15.10. **Quiet Enjoyment.** The City covenants and agrees that the RFA, upon performing the terms and conditions of the Lease, may peacefully hold and enjoy the Premises during said term without any interruption by the City, its successors or assigns, or any person or company lawfully claiming by or through it.
- 15.11. **Recording of Short Form Lease.** Neither the City nor the RFA may record this Lease without the other's prior approval, but the Parties will at any time at the request of either party promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of this lease, setting forth a description of the Premises, the terms of this Lease and other provisions hereof, except the rental and other provisions as either party may request, which may be recorded.
- 15.12. **Duplicate Originals.** This Lease Agreement may be executed in duplicate originals.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below and is effective as of January 1, 2023.

**PUGET SOUND REGIONAL FIRE  
AUTHORITY**

**CITY OF TUKWILA**

By: \_\_\_\_\_  
Chief

By: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

ATTEST:

\_\_\_\_\_  
PSRFA Attorney

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**NOTICES TO BE SENT TO:**

**NOTICES TO BE SENT TO:**

Puget Sound Regional Fire Authority  
Administration  
24611 116th Avenue SE  
Kent, WA 98030

City of Tukwila Mayor's Office  
6200 Southcenter Blvd.  
Tukwila WA 98188

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as \_\_\_\_\_, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument on behalf of Puget Sound Regional Fire Authority as its \_\_\_\_\_, and such execution to be the free and voluntary act of such party for the uses and purposes mentioned in the foregoing instrument.

- Notary Seal Must Appear Within This Box

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
NOTARY PUBLIC, in and for the  
State of Washington  
Residing at \_\_\_\_\_, Washington  
My Appointment Expires \_\_\_\_\_





**EXHIBIT A  
TUKWILA STATION 54 LEASE  
ABBREVIATED LEGAL DESCRIPTION**

ADAMS HOME TRS LESS CO RD

Also known as King County Parcel No. 0040000365 located at 4237 S. 144<sup>th</sup> Street, Tukwila, Washington 98168

# DRAFT

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, REPEALING ORDINANCE NO. 1317 REGARDING THE OFFICE OF FIRE CHIEF THEREBY ELIMINATING TUKWILA MUNICIPAL CODE CHAPTER 2.24, "FIRE CHIEF"; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Ordinance No. 1317 created the office of Fire Chief; and

**WHEREAS**, the City of Tukwila has entered into an interlocal agreement with Puget Sound Regional Fire Authority for the provision of fire and emergency medical services effective January 1, 2023; and

**WHEREAS**, with the transition of fire services to Puget Sound Regional Fire Authority there will no longer be a Tukwila Fire Chief position;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:**

**Section 1. Repealer.** Ordinance No. 1317 is hereby repealed in its entirety, thereby eliminating Tukwila Municipal Code Chapter 2.24, "Fire Chief."

**Section 2. Corrections by City Clerk or Code Reviser Authorized.** Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

**Section 3. Severability.** If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

**Section 4. Effective Date.** This ordinance or a summary thereof shall be published in the official newspaper of the City and shall take effect and be in full force January 1, 2023.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Christy O'Flaherty, MMC, City Clerk

\_\_\_\_\_  
Allan Ekberg, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: \_\_\_\_\_

Passed by the City Council: \_\_\_\_\_

Published: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Ordinance Number: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney

# DRAFT

## **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, REPEALING ORDINANCE NO. 2528; REENACTING TUKWILA MUNICIPAL CODE CHAPTER 2.42, "CIVIL SERVICE COMMISSION," TO ELIMINATE REFERENCES TO A CITY FIRE DEPARTMENT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Ordinance No. 2528 reenacts Tukwila Municipal Code Chapter 2.42, "Civil Service Commission," which currently pertains to both Police and Fire Department positions; and

**WHEREAS**, the City of Tukwila has entered into an interlocal agreement with Puget Sound Regional Fire Authority for the provision of fire and emergency medical services effective January 1, 2023; and

**WHEREAS**, by contracting for services with the Puget Sound Regional Fire Authority the City of Tukwila will no longer employ fire personnel; and

**WHEREAS**, as of the effective date of this ordinance, the Civil Service Commission will pertain only to classified positions within the Police Department;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:**

**Section 1. Repealer.** Ordinance No. 2528 is hereby repealed in its entirety.

**Section 2. TMC Chapter 2.42 Reenacted.** Tukwila Municipal Code (TMC) Chapter 2.42 is hereby reenacted to read as follows:

**CHAPTER 2.42  
CIVIL SERVICE COMMISSION**

Sections:

- 2.42.010 Establishment of Commission – Purpose
- 2.42.020 Membership
- 2.42.030 Commission Organization – Duties
- 2.42.040 Meetings
- 2.42.050 Persons Included – Competitive Examination – Transfers, Discharges and Reinstatements
- 2.42.060 Qualifications of Applicants
- 2.42.070 Power to Create Offices, Make Appointments and Fix Salaries Not Infringed
- 2.42.080 Enforcement by Civil Action – Legal Counsel
- 2.42.090 Deceptive Practices, False Marks, Etc., Prohibited
- 2.42.100 Penalty – Jurisdiction
- 2.42.110 Applicability

**Section 3.** TMC Section 2.42.010 is hereby reenacted to read as follows:

**2.42.010 Establishment of Commission – Purpose**

Pursuant to the authority conferred by RCW ~~41.08.030 and~~ 41.12.030, the City of Tukwila Civil Service Commission (“Commission”) is hereby established.

**Section 4.** TMC Section 2.42.020 is hereby reenacted to read as follows:

**2.42.020 Membership**

A. **Qualifications.** Members must meet the following requirements:

1. Be a citizen of the United States;
2. Be a resident of the City of Tukwila for three years preceding the appointment; and
3. Be registered to vote in King County.

B. **Number of Members.** The Commission shall be comprised of three members that meet the requirements listed in TMC Section 2.42.020.A, “Qualifications.”

C. **Appointment Process.** Community members that meet the requirements listed in TMC Section 2.42.020.A shall submit a completed Boards and Commissions Application to the Mayor’s Office. The Mayor’s Office will forward the application to the Commission for review. The Mayor appoints applicants to the Civil Service Commission.

D. **Term of Appointment.** The term of appointment for the members of the Civil Service Commission shall be six years provided, however, that in order for the fewest terms to expire in any one year all current terms of existing appointed Commission members shall expire on December 31 of the year set forth below for each respective position number:

Term for Position 1 shall expire December 31, ~~2021~~2027

Term for Position 2 shall expire December 31, ~~2017~~2023

Term for Position 3 shall expire December 31, ~~2019~~2025

After the expiration of the current terms for the existing Commission members listed above, each term thereafter shall be for a period of six years.

E. **Compensation.** The members of the Commission shall serve without compensation.

F. **Resignations.** If a Commission member is unable to complete their term of service a letter of resignation should be sent to the Mayor indicating the effective date of the resignation.

G. **Vacancies.** Any appointment to a position vacated other than by the expiration of the term of the appointment shall be to fill only the unexpired portion of said term.

H. **Revocation of Appointment.** Any member of the Commission may be removed from office for incompetence, incompatibility or dereliction of duty, or malfeasance in office, or other good cause; provided, however, that no member of the Commission shall be removed until charges have been preferred, in writing, due notice and a full hearing held. [~~RCW 41.08.030~~, RCW 41.12.030]

**Section 5.** TMC Section 2.42.030 is hereby reenacted to read as follows:

#### **2.42.030 Commission Organization – Duties**

A. **Election of Chair and Vice Chair.** Members of the Commission shall meet and organize by electing from the members of the Commission a Chair and a Vice-chair to serve for one year. The Vice-chair shall promote to the Chair the following year and a new Vice-Chair shall be elected by the members. It shall be the duty of the Chair to preside at all meetings. The Vice-chair shall perform this duty in the absence of the Chair.

B. **Duties of the Commission.** The duties of the Civil Service Commission shall include:

1. To make suitable rules and regulations that shall provide in detail the manner in which examinations may be held, and appointments, promotions, transfers, reinstatements, demotions, suspensions and discharges shall be made. The rules and regulations shall also provide for the classification of all positions within the Police ~~and Fire-Departments~~ according to the duties, responsibilities and qualifications of each and shall further provide the manner in which such classification shall be accomplished. The rules and regulations and any amendments thereof shall be available to the public.

2. All tests shall be practical and shall consist only of subjects which will fairly determine the capacity of persons examined to perform duties of the position to which appointment is to be made, and may include tests of physical fitness and/or manual skill.

3. The rules and regulations adopted by the Commission shall provide for a credit in favor of all applicants for appointment under civil service, who, in time of war, or in any expedition of the Armed Forces of the United States, have served in and been

honorably discharged from the Armed Forces of the United States, including the Army, Navy and Marine Corps and the American Red Cross, in compliance with RCW 41.04.010.

4. The Commission shall make investigations concerning and report upon all matters touching the enforcement and effect of the provisions of this chapter, and the rules and regulations prescribed hereunder; inspect all institutions, departments, offices, places, positions and employments affected by this chapter, and ascertain whether this chapter and all such rules and regulations are being obeyed.

5. Such investigations may be made by the Commission or by any commissioner designated by the Commission for that purpose. Not only must these investigations be made by the Commission as aforesaid, but the Commission must make like investigation on petition of a citizen, duly verified stating that irregularities or abuses exist, or setting forth in concise language, in writing, the necessity for such investigation. In the course of such investigation, the Commission or designated commissioner, or Chief Examiner, shall have the power to administer oaths, subpoena and require the attendance of witnesses and the production by them of books, papers, documents and accounts pertaining to the investigation and also to cause the deposition of witnesses residing within or without the state to be taken in the manner prescribed by law for like depositions in civil actions in the superior court; and the failure upon the part of any person so subpoenaed to comply with the provisions of this section shall be deemed a violation of this chapter and punishable as such.

6. All hearings and investigations before the Commission, or designated commissioner, or Chief Examiner, shall be governed by this chapter and by rules of practice and procedure to be adopted by the Commission, and in the conduct thereof neither the Commission, nor designated commissioner, shall be bound by the technical rules of evidence. No informality in any proceedings or hearing, or in the manner of taking testimony before the Commission or designated commissioner, shall invalidate any order, decision, rule or regulation made, approved or confirmed by the Commission; provided, however, that no order, decision, rule or regulation made by any designated commissioner conducting any hearing or investigation alone shall be of any force or effect whatsoever unless and until concurred in by at least one of the other two members.

7. To hear and determine appeals or complaints respecting the administrative work of the Human Resources Department related to the Commission's duties, the rejection of any examination and such other matters as may be referred to the Commission pursuant to the duties outlined in TMC Section 2.42.030.B.1.

8. To establish and maintain in card or other suitable form a roster of employees covered by civil service.

9. To provide for, formulate and hold competitive tests to determine the relative qualifications of persons who seek employment in any class or position and, as a result thereof, establish eligible lists for the various classes of positions as established by the City; and to provide that employees laid off because of curtailment of expenditures, reduction in force, and for like cause, head the list in the order of their seniority, to the end that they shall be the first to be reemployed.



10. When a vacant position is to be filled, to certify to the appointing authority, on written request, the names of the three persons highest on the eligible list for the class. The Commission shall make provision in its rules for provisional or temporary appointments to be utilized when there is no such eligible list applicable to the vacant position, or which may be utilized at the discretion of the appointing authority when there are less than three names on the eligibility list applicable to the vacant position. Such temporary or provisional appointment shall not exceed a period of six months in duration but may be extended for up to an additional six months if for any reason it cannot be determined at the expiration of the initial appointment that the position being filled by temporary or provisional appointment will in fact continue to be vacant, such as in the instance of a position vacant due to an officer on disability leave under the LEOFF Act, or for other good cause which in the discretion of the Commission warrants an additional extension of such a provisional or temporary appointment.

11. To keep such records as may be necessary for the proper administration of this chapter.

12. Approval of payroll in accordance with ~~RCW 41.08.120~~ and RCW 41.12.120.

C. **Appointment of Secretary and Chief Examiner.** The Commission shall appoint a person to hold the position of Secretary and Chief Examiner. The method of appointment and duties of the Secretary and Chief Examiner shall be as prescribed in the rules adopted by the Commission. The duties of the Secretary and Chief Examiner shall be to keep the records of the Commission, preserve all reports made to it, superintend and keep a record of all examinations held under its direction, and perform such other duties as the Commission may prescribe.

**Section 6.** TMC Section 2.42.040 is hereby reenacted to read as follows:

### **2.42.040 Meetings**

A. **Frequency and Conduct.** Commission meetings shall be held at least monthly and shall be conducted in public session and noticed in accordance with the Open Public Meetings Act (OPMA).

B. **By-Laws.** The Commission shall adopt bylaws to provide guidelines for the conduct of business.

C. **Quorum.** Two members of the Commission shall constitute a quorum and the votes of any two members of such Commission concurring shall be sufficient for the decision of all matters and the transaction of all business to be decided or transacted by the Commission.

D. **Staff Assistance.** The City shall provide assigned staff to support the Commission. The primary role of staff is to represent the City and facilitate communication between the Commission, City Administration, the City Council and other City departments. Staff responsibilities include:

1. Ensuring that meeting notifications and recordkeeping are consistent with applicable state laws;

2. Ensuring compliance with applicable laws, such as the Open Public Meetings Act (OPMA) and Public Records Act (PRA);
3. Providing professional guidance, issue analysis and recommendations;
4. Assisting with research, report preparation and correspondence; and
5. Compiling agendas, maintaining minutes, forwarding recommendations and/or implementing actions.
6. Duties of civil service Secretary and Chief Examiner as appointed per TMC Section 2.42.030.C.

**Section 7.** TMC Section 2.42.050 is hereby reenacted to read as follows:

**2.42.050 Persons Included – Competitive Examination – Transfers, Discharges and Reinstatements**

The provisions of this chapter shall include all full-time, fully paid employees of the City's Police ~~and/or Fire~~ Departments, with the exception of the chiefs thereof who, because of the nature of their positions and pursuant to RCW ~~41.08.050 and~~ 41.12.050, shall serve in ~~their~~ the positions as other City department heads, and with the further exception of ~~all clerical, dispatchers, fire inspectors, mechanics and other employees of the Fire Department who are not full-time, fully commissioned firefighters~~ unclassified position appointments as authorized by RCW 41.12.050(2)(b), that may only include selections from the following positions up to the limit of the number of positions authorized: Assistant chief, deputy chief, bureau commander, and administrative assistant or administrative secretary pursuant to RCW 41.12.050(3). The position of civil service Secretary and Chief Examiner shall not be a civil service position.

**Section 8.** TMC Section 2.42.060 is hereby reenacted to read as follows:

**2.42.060 Qualifications of Applicants**

An applicant for a position of any kind under civil service must be a citizen of the United States of America who can read and write the English language. An applicant for a position of any kind under civil service must be of an age suitable for the position applied for, in ordinary good health, of good moral character and of temperate and industrious habits; these facts to be ascertained in such manner as the Commission may deem advisable.

**Section 9.** TMC Section 2.42.070 is hereby reenacted to read as follows:

**2.42.070 Power to Create Offices, Make Appointments and Fix Salaries Not Infringed**

All offices, places, job descriptions, positions and employments and ~~Fire and~~ Police Department classifications coming along within the purview of this chapter shall be created by the Mayor and City Council or Mayor alone or whomever otherwise is vested with power and authority to select, appoint, or employ any person coming within the

purview of this chapter; and nothing contained in this section shall infringe upon the power and authority of any such person or group of persons, or appointing authority, to fix the salaries and compensation of all employees employed hereunder.

**Section 10.** TMC Section 2.42.080 is hereby reenacted to read as follows:

#### **2.42.080 Enforcement by Civil Action – Legal Counsel**

It shall be the duty of the Commission to begin and conduct all civil suits which may be necessary for the proper enforcement of this chapter and of the rules of the Commission. The Commission shall be represented in such suits by the chief legal officer of the City, or his/her designee, but the Commission may in any case be represented by special counsel appointed by it.

**Section 11.** TMC Section 2.42.090 is hereby reenacted to read as follows:

#### **2.42.090 Deceptive Practices, False Marks, Etc., Prohibited**

No commissioner or any other person shall, by himself or in cooperation with one or more persons, defeat, deceive, or obstruct any person in respect of his right of examination or registration according to the rules and regulations of this chapter, or falsely mark, grade, estimate or report upon the examination or proper standing of any person examined, registered or certified pursuant to the provisions of this chapter, or aid in so doing, or make any false representation concerning the same, or concerning the person examined, or furnish any person any special or secret information for the purpose of improving or injuring the prospects or chances of any person so examined, registered or certified, or to be examined, registered or certified or persuade any other person, or permit or aid in any manner any other person to personate him, in connection with any examination or registration of application or request to be examined or registered.

**Section 12.** TMC Section 2.42.100 is hereby reenacted to read as follows:

#### **2.42.100 Penalty – Jurisdiction**

Any person who shall willfully violate any of the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than \$100 and by imprisonment in jail for not longer than 30 days, or by both fine and imprisonment.

**Section 13.** TMC Section 2.42.110 is hereby reenacted to read as follows:

#### **2.42.110 Applicability**

The examination and eligibility provisions of this chapter and establishment of positions covered by civil service by the provisions of this chapter shall be effective for all appointments made after the effective date of this ordinance.

**Section 14. Corrections by City Clerk or Code Reviser Authorized.** Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

**Section 15. Severability.** If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

**Section 16. Effective Date.** This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force January 1, 2023.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Christy O'Flaherty, MMC, City Clerk

\_\_\_\_\_  
Allan Ekberg, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: \_\_\_\_\_

Passed by the City Council: \_\_\_\_\_

Published: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Ordinance Number: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney

# DRAFT

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, REPEALING ORDINANCE NOS. 167, 548, 572, 842 AND 1223; REENACTING TUKWILA MUNICIPAL CODE CHAPTER 2.48, "CITY FIRE DEPARTMENT PENSION PARTICIPANTS," TO MAINTAIN STATE DEATH AND DISABILITY PROVISIONS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Tukwila has entered into an interlocal agreement with Puget Sound Regional Fire Authority for the provision of fire and emergency medical services effective January 1, 2023; and

**WHEREAS**, the City needs to maintain the Firemen's Pension Fund for those who have already retired and are entitled to benefits under this fund pursuant to the provisions of chapter 41.24 RCW;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:**

**Section 1. Repealer.** Ordinance Nos. 167, 548, 572, 842 and 1223 are hereby repealed in their entirety.

**Section 2. TMC Chapter 2.48 Reenacted.** Tukwila Municipal Code (TMC) Chapter 2.48 is hereby reenacted to read as follows:

## CHAPTER 2.48

### ~~FIRE DEPARTMENT~~ CITY FIRE DEPARTMENT PENSION PARTICIPANTS

Sections:

2.48.010 State Death and Disability Provisions

2.48.020 ~~Number of Volunteer Personnel~~ Fire and Emergency Medical Services Provided by Puget Sound Regional Fire Authority

~~2.48.030 Compensation of Volunteer Firemen~~

~~2.48.040 Fire Marshal~~

**Section 3.** TMC Section 2.48.010 is hereby reenacted to read as follows:

**2.48.010 State Death and Disability Provisions**

A. On and after March 19, 1945, all ~~firemen~~ firefighters, including volunteer and fully-paid, shall be entitled to the benefits of the death and disability provisions provided under ~~RCW chapter~~ 41.24 ~~RCW~~.

B. The City Clerk shall be the secretary-treasurer of the board of trustees created by said act and shall enroll each ~~fireman~~ firefighter under the death and disability provisions of said law.

**Section 4.** TMC Section 2.48.020 is hereby reenacted to read as follows:

**2.48.020 ~~Number of Volunteer Personnel~~ Fire and Emergency Medical Services Provided by Puget Sound Regional Fire Authority**

~~The volunteer Fire Department personnel of the City shall not at any time exceed 25 firemen for each 1,000 of population, or fraction thereof of the City's population.~~

Effective January 1, 2023, City fire and emergency medical services shall be provided by the Puget Sound Regional Fire Authority ("PSRFA") pursuant to terms of an interlocal agreement. Any references in this Tukwila Municipal Code to the Tukwila Fire Department or Fire Marshal shall be interpreted to refer to the PSRFA effective January 1, 2023.

**Section 5.** Per the repealer in Section 1 of this ordinance, TMC Sections 2.48.030, and 2.48.040 are hereby eliminated.

**~~2.48.030 Compensation of Volunteer Firemen~~**

~~A. Volunteer firemen shall receive a reimbursement of \$2.50 per hour for each fire call he answers and a fee of \$2.50 per hour for each practice he attends, but shall receive no less than \$5.00 per call or practice.~~

~~B. Said reimbursements shall be paid monthly upon receipt of an itemized statement from the Fire Chief.~~

~~C. The total of all reimbursements paid to volunteer firemen in a calendar year under the terms of this chapter shall not exceed the appropriation in the annual budget.~~

**~~2.48.040 Fire Marshal~~**

~~A. There is established within the Tukwila Fire Department the position of fire marshal, which shall be an administrative position under direction of the Fire Chief.~~

~~B. Salary for the fire marshal for the 1974 budget year shall be \$1,166 per month.~~

**Section 6. Corrections by City Clerk or Code Reviser Authorized.** Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

**Section 7. Severability.** If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

**Section 8. Effective Date.** This ordinance or a summary thereof shall be published in the official newspaper of the City and shall take effect and be in full force January 1, 2023.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Christy O'Flaherty, MMC, City Clerk

\_\_\_\_\_  
Allan Ekberg, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: \_\_\_\_\_  
Passed by the City Council: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective Date: \_\_\_\_\_  
Ordinance Number: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney





# DRAFT

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, REPEALING ORDINANCE NO. 1276; REENACTING TUKWILA MUNICIPAL CODE 2.92 “HAZARDOUS MATERIALS INCIDENT COMMAND AGENCY,” TO UPDATE DESIGNATION; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

**WHEREAS**, RCW 70.136.030 requires the City to designate a hazardous materials incident command agency within its respective boundaries; and

**WHEREAS**, the City of Tukwila has entered into an interlocal agreement with Puget Sound Regional Fire Authority for the provision of fire and emergency medical services effective January 1, 2023;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:**

**Section 1. Repealer.** Ordinance No. 1276 is hereby repealed in its entirety.

**Section 2. TMC Chapter 2.92 Reenacted.** Tukwila Municipal Code (TMC) Chapter 2.92 is hereby reenacted to read as follows:

### CHAPTER 2.92 HAZARDOUS MATERIALS INCIDENT COMMAND AGENCY

Sections:

2.92.010 ~~Fire Department~~ Puget Sound Regional Fire Authority Designated as Agency

2.92.020 ~~Fire Chief~~ Puget Sound Regional Fire Authority Authorized to Seek Assistance

~~2.92.030 Form of Written Agreements~~

~~2.92.040 Emergency Assistance Agreement – Notification of Terms~~

**Section 3.** TMC Section 2.92.010 is hereby reenacted to read as follows:

**2.92.010** ~~Fire Department~~Puget Sound Regional Fire Authority Designated as Agency

The governing body of the City designates the ~~Tukwila Fire Department~~Puget Sound Regional Fire Authority as the hazardous materials incident command agency for all hazardous materials incidents within the corporate limits of the City.

**Section 4.** TMC Section 2.92.020 is hereby reenacted to read as follows:

**2.92.020** ~~Fire Chief~~Puget Sound Regional Fire Authority Authorized to Seek Assistance

~~The Fire Chief is authorized, subject to the approval of the Mayor and subject to the provisions of TMC 2.92.030, to enter into written agreements with persons, agencies, and/or corporations who may provide assistance with respect to a hazardous materials incident. In accordance with the provisions of RCW 4.24, such persons, agencies, and/or corporations are not liable for civil damages resulting from any act or omission in the rendering of such care, assistance, or device, other than acts or omissions constituting gross negligence or willful or wanton misconduct, provided:~~

~~1. Prior to the incident, the Tukwila Fire Department and the person whose assistance is requested have entered into a written hazardous materials assistance agreement which complies substantially with the form that is specified in TMC 2.92.030; and~~

~~2. The request for assistance comes from the Tukwila Fire Department.~~

Puget Sound Regional Fire Authority is authorized to enter into written agreements with persons, agencies, and/or corporations who may provide assistance with respect to a hazardous materials incident. In accordance with the provisions of RCW 70.136.050, 70.136.060, and 70.136.070, any person or public agency whose assistance has been requested by an incident command agency, who has entered into a written hazardous materials assistance agreement before or at the scene of the incident, and who, in good faith, renders emergency care, assistance, or advice with respect to a hazardous materials incident, is not liable for civil damages resulting from any act or omission in rendering of such care, assistance, or advice, other than acts or omissions constituting gross negligence or willful or wanton misconduct.

**Section 5.** Per the repealer in Section 1 of this ordinance, TMC Sections 2.92.030 and 2.92.040 are hereby eliminated.

~~**2.92.030** Form of Written Agreements~~

~~The written agreements referred to in TMC 2.92.020 shall be in substantially the following form:~~

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_, 19\_\_, between the Tukwila Fire Department, the designated Hazardous Materials Incident Command Agency for the City of Tukwila and \_\_\_\_\_

~~WHEREAS, the Tukwila Fire Department is authorized, pursuant to Chapter 4.24 RCW, to enter into agreements with persons, agencies, and/or corporations who may provide assistance with respect to a hazardous materials incident; and~~

~~WHEREAS, Chapter 4.24 RCW provides in part:~~

~~"Any person who, in good faith, renders emergency care, assistance or advice with respect to a hazardous materials incident is not liable for civil damages resulting from any act or omission in the rendering of such care, assistance or advice other than acts or omissions constituting gross negligence or willful or wanton misconduct."~~

~~IT IS THEREFORE AGREED:~~

- ~~1. \_\_\_\_\_ shall be designated as a person requested to assist with respect to a hazardous materials incident.~~
- ~~2. \_\_\_\_\_ The person requested to assist shall not be obligated to assist.~~
- ~~3. \_\_\_\_\_ The person requested to assist may act only under the direction of the Fire Chief or his representatives.~~
- ~~4. \_\_\_\_\_ The person requested to assist may withdraw his assistance if he deems the actions or directions of the Fire Chief to be contrary to accepted hazardous materials response practices.~~
- ~~5. \_\_\_\_\_ The person requested to assist shall not profit from rendering the assistance.~~
- ~~6. \_\_\_\_\_ The person requested to assist shall not be a public employee acting in his official capacity within the City of Tukwila.~~
- ~~7. \_\_\_\_\_ The liability standard defined above, as provided in RCW Chapter 4.24, shall not apply to a person responsible for causing the hazardous materials incident.~~
- ~~8. \_\_\_\_\_ It is the responsibility of both parties to ensure that mutually agreeable procedures are established for identifying the designated incident command agency when assistance is requested, for recording the name of the person whose assistance is requested, and the time and date of the request. Such records shall be retained for three years by the Tukwila Fire Department.~~
- ~~9. \_\_\_\_\_ A copy of the official incident command agency designation shall be a part of this assistance agreement.~~

\_\_\_\_\_  
Fire Chief, City of Tukwila

Person Requested to Assist

**2.92.040 — Emergency Assistance Agreement — Notification of Terms**

~~A.—The Chief of the Fire Department or his representative may enter into verbal hazardous materials emergency assistance agreement at the scene of an incident where execution of a written agreement prior to the incident is not possible. A notification of the terms of this section shall be presented at the scene by the incident commander or his representative to the person whose assistance is requested. The incident commander and the person whose assistance is requested shall both sign the notification which appears in TMC 2.92.040.B, indicating the date and time of signature.~~

~~B.—The notification required by TMC 2.92.040.A shall be as follows:~~

**NOTIFICATION OF “GOOD SAMARITAN” LAW**

~~You have been requested to provide emergency assistance by a representative of a designated hazardous materials incident command agency. To encourage your assistance, the Washington State Legislature has passed “Good Samaritan” legislation (Chapter 4.24 RCW, part) to protect you from potential liability. The law reads, in part: “Any person who, in good faith, renders emergency care, assistance or advice with respect to a hazardous materials incident is not liable for civil damages resulting from any act or omission in the rendering of such care, assistance or advice other than acts or omissions constituting gross negligence or willful or wanton misconduct.”~~

~~The law requests that you be advised of certain conditions to ensure your protection.~~

- ~~1. You are not obligated to assist and you may withdraw your assistance at any time.~~
- ~~2. You cannot profit from assisting.~~
- ~~3. You must agree to act under the direction of the incident commander.~~
- ~~4. You are not covered by this law if you caused the initial accident or if you are a public employee doing your official duty.~~

~~I have read and understand the above.~~

~~Name \_\_\_\_\_~~

~~Date \_\_\_\_\_ Time \_\_\_\_\_~~

~~I am a representative of a designated hazardous materials incident command agency and I am authorized to make this request for assistance.~~

~~Name \_\_\_\_\_~~

~~Date \_\_\_\_\_ Time \_\_\_\_\_~~

**Section 6. Corrections by City Clerk or Code Reviser Authorized.** Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

**Section 7. Severability.** If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

**Section 8. Effective Date.** This ordinance or a summary thereof shall be published in the official newspaper of the City and shall take effect and be in full force January 1, 2023.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Christy O'Flaherty, MMC, City Clerk

\_\_\_\_\_  
Allan Ekberg, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: \_\_\_\_\_

Passed by the City Council: \_\_\_\_\_

Published: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Ordinance Number: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney





## **INFORMATIONAL MEMORANDUM**

**TO: Mayor Ekberg  
Community Services and Safety Committee**

**FROM: David Cline, City Administrator**

**DATE: November 7, 2022**

**SUBJECT: Resolution to Seek Annexation Into the Puget Sound Regional Fire Authority**

### **ISSUE**

In October the City of Tukwila entered into an interlocal agreement (ILA) with the Puget Sound Regional Fire Authority for provision of fire and emergency medical services effective January 1, 2023. Terms of the ILA state that the City shall seek annexation into the Puget Sound Regional Fire Authority.

### **BACKGROUND**

Annexation is subject to future legislative action by both the City of Tukwila and the Puget Sound Regional Fire Authority. Pursuant to RCW 52.26.300(2) annexation is initiated by the adoption of a resolution by the governing body of the jurisdiction requesting the annexation.

Once the Puget Sound Regional Fire Authority Governance Board receives the resolution requesting annexation, they will need to adopt a resolution amending its plan to establish the terms and conditions of the requested annexation and submit the resolution and plan amendment to the City.

The City must then adopt a resolution approving both the annexation and the Puget Sound Regional Fire Authority plan amendment before the measure can be placed on the ballot for a simple majority of voters to authorize the annexation.

As referenced in Sections 2.2 and 7.5 of the ILA, the initial timeline shall be to place an initiative on the April 2024 ballot for an annexation effective date of no later than August 1, 2024. These timelines may be accelerated upon mutual agreement of both organizations.

### **DISCUSSION**

Adoption of this resolution is the first step required to seek annexation. Once adopted, the resolution must be filed with the Puget Sound Regional Fire Authority Governance Board.

Per Section 7.5 of the ILA, two groups need to be formed: an Annexation Oversight Group and an Annexation Working Group. The Annexation Oversight group will be comprised of up to three elected officials from the City and up to three elected officials from the PSRFA. This group will begin

meeting in January 2023, as frequently as needed, to review the work process and the recommendations of the Annexation Working Group. The Annexation Oversight Group shall mutually approve and recommend the Annexation Plan to be sent for review and approval by the PSRFA Governing Board and the City Council.

The Annexation Working Group is comprised of City Administrator Cline, Deputy Chief Golden, PSRFA Chief Morris and PSRFA Assistant Chief Carson and is meeting regularly to develop the Annexation Plan. The Working Group is also supported by City Attorney Kari Sand and PSRFA Attorney Brian Snure. The Working Group will also provide support to the Annexation Oversight Group. The Annexation Working Group is preparing a draft Annexation Plan for initial review by the Annexation Oversight Group at their first meeting in January 2023. The Annexation Plan shall accomplish shared goals and principles outlined in Section 2.3 including Equitable Governance Representation and Equitable Financial Contribution and will establish key milestones for a First and Second Annexation Vote consistent with Section 2.2 of the ILA.

Updates will be provided to Council on the terms of the plan as it is being developed.

**RECOMMENDATION**

The Committee is being asked to move this item forward to the November 28, 2022 Committee of the Whole.

**ATTACHMENTS**

Resolution re: Annexation to the Puget Sound Regional Fire Authority



## **DRAFT**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, EXPRESSING THE INTENT TO PURSUE THE BENEFITS OF RECEIVING FIRE AND EMERGENCY MEDICAL SERVICES FROM THE PUGET SOUND REGIONAL FIRE AUTHORITY VIA ANNEXATION.**

**WHEREAS**, in October of 2022, the City of Tukwila (“the City”) and the Puget Sound Regional Fire Authority (“PSRFA”) entered into an interlocal agreement for consolidation of fire and emergency medical services to be effective January 1, 2023; and

**WHEREAS**, the City and the PSRFA share a contiguous border with the City of Kent, which is part of the PSRFA, along the City’s southeast boundary and with the City of SeaTac, which is also part of the PSRFA, along the City’s southwest boundary; and

**WHEREAS**, the City is a fire protection jurisdiction as defined in RCW 52.26.020(3); and

**WHEREAS**, Chapter 52.26 RCW authorizes two or more fire protection jurisdictions to participate in a regional fire service authority commonly known as a Regional Fire Authority or “RFA”; and

**WHEREAS**, both the City and the PSRFA are interested in pursuing the potential operational efficiencies and cost savings resulting from the City annexing into the PSRFA; and

**WHEREAS**, both the City and the PSRFA believe that the public health and safety of the people they serve will benefit from the City’s annexation into the PSRFA;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** Pursuant to RCW 52.26.300(2), the City requests annexation into the Puget Sound Regional Fire Authority, subject to the provisions of RCW 52.26.300(3) and voter approval pursuant to RCW 52.26.300(4).

**Section 2:** The City Clerk shall transmit a copy of this resolution to the Governing Board of the PSRFA in accordance with RCW 52.26.300(2).

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Christy O'Flaherty, MMC, City Clerk

\_\_\_\_\_  
Thomas McLeod, Council President

APPROVED AS TO FORM BY:

Filed with the City Clerk: \_\_\_\_\_  
Passed by the City Council: \_\_\_\_\_  
Resolution Number: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney