



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

- ◆ Mohamed Abdi, Chair
- ◆ Thomas McLeod
- ◆ Tosh Sharp

<u>Distribution:</u>	
M. Abdi	Mayor Ekberg
T. McLeod	D. Cline
T. Sharp	C. O'Flaherty
C. Delostrinos Johnson	A. Youn
K. Hougardy	L. Humphrey

AGENDA

MONDAY, NOVEMBER 13, 2023 – 5:30 PM

THIS MEETING WILL BE CONDUCTED BOTH ON-SITE AT TUKWILA CITY HALL AND ALSO VIRTUALLY.

**ON-SITE PRESENCE WILL BE IN THE HAZELNUT CONFERENCE ROOM
 (6200 SOUTHCENTER BOULEVARD)**

**THE PHONE NUMBER FOR THE PUBLIC TO LISTEN TO THIS
 MEETING IS: 1-253-292-9750, Access Code 912764861#**

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

Item	Recommended Action	Page
1. BUSINESS AGENDA		
a. A contract for the Tukwila Community Center Business Plan and Recreation Programming. <i>David Rosen, Parks & Recreation Fiscal Analyst</i>	a. Forward to 11/27 C.O.W. & 12/4 Regular Meeting Consent Agenda.	Pg.1
b. An ordinance designating the offices of Fire Chief and Fire Marshal. <i>Kari Sand, City Attorney</i>	b. Forward to 11/20 Regular Meeting Consent Agenda	Pg.11
c. An amendment to Interlocal Agreement #22-133 with Puget Sound Fire (PSF). <i>Kari Sand, City Attorney</i>	c. Forward to 11/20 Regular Meeting Consent Agenda	Pg.17
2. MISCELLANEOUS		

Next Scheduled Meeting: *November 27, 2023*



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



INFORMATIONAL MEMORANDUM

TO: Community Services & Safety Committee
FROM: David Rosen, Parks & Recreation Analyst
DATE: November 3, 2023
SUBJECT: Approval of Tukwila Community Center Business & Program Plan Proposal

ISSUE

After a competitive Request for Proposal (RFP) process with four respondents, Tukwila Parks and Recreation has selected PROS Consulting to develop both a Business Plan for the Tukwila Community Center (TCC) as well as a comprehensive Recreation Programming Plan for the department. Staff seeks expenditure authority to engage in the requested work.

BACKGROUND

Parks and recreation customer behaviors, needs, demands and trends continue to evolve post-COVID-19. The community is also growing more comfortable in attending public gatherings and events. Participation and visitation rates continue to increase as new and expanded programs are introduced. Additionally, Tukwila is growing more diverse and interests in parks and recreation activities are changing. Staff seeks to adapt to these dynamic circumstances and update important strategic documents to refresh and inform business, customer and operational practices for the Tukwila Community Center and ensure a contemporary mix of recreation programs, services and events.

The TCC business plan will provide recommendations regarding operations, management, maintenance, and capital repair based on sound customer, market and facility research. This work will also include an analysis of recommended days and hours of operations, staffing and customer support structures, fees and charges and best practices in offering a blend of drop-in, program, event, and community use of TCC.

The assessment of our community and recreation programming efforts across arts/culture, fitness/wellness, adaptive and specialized recreation, camps, sports & tournaments, and special events will help ensure we are adequately anticipating and serving the needs of children, youth, adults, families and seniors. Surveys and focus group activities will be part of a broad engagement strategy. The work will help guide fiscal, operational and marketing decision making and methods to reduce/eliminate barriers to maximize community access, value and benefit while achieving customer and financial performance goals.

Through these combined efforts, an updated cost recovery model will be developed that strives to reduce/eliminate financial burdens- where such barriers prevent participation by those who could most benefit from the services- with the City's practical need to offset some of its costs and investments. The Department seeks a flexible set of tools to cost and appropriately value its programs and services while serving as many as possible throughout our community.

PROS Consulting is headquartered in Brownsburg, Indiana and has been in operation since 1995, with a planning team that has over 100 combined years of experience as former parks and recreation

managers. In that time PROS has completed more than 1,000 projects in 47 states and 7 countries, including 200 business plans, 150 financial management plans, and 300 programming studies. PROS also has recent and relevant experience locally, having completed similar projects for Metro Parks Tacoma, City of Kent, and Si View Metro Parks.

DISCUSSION

Deliverables from PROS Consulting as part of this project include:

- Demographic Trends Analysis of City of Tukwila and the TCC service area
- Alternative Provider Market Analysis
- SWOT Analysis
- Trend Analysis & Market Segmentation Determination
- Space Utilization Analysis
- Capital Improvement Review of TCC
- Marketing Recommendations
- Cost Recovery Model
- Financial Pro Forma
- Statistically Valid Survey for Service Delivery

Upon execution of the agreement work will immediately commence- with final products anticipated by Q3 2024. This would allow Parks & Recreation staff to utilize the project’s deliverables in informing the City’s Financial Sustainability Plan and Utility Rate Study, as well as the creation of the FY25/26 budget slated to be approved by Council in Q4 of 2024.

FINANCIAL IMPACT

Approval of this contract will encumber expenses of \$119,405 against the Parks Land, Acquisition, and Development Fund (301), using funds from the King County Parks, Recreation, Trails, and Open Space Levy. Approval of this contract does not create any General Fund (000) inflows or outflows.

RECOMMENDATION

Staff recommend the committee forward this item to the November 27th Committee of the Whole Meeting and subsequent December 4th Regular Meeting Consent Agenda.

ATTACHMENTS

A --- Proposed Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT

(Includes consultants, architects, engineers, accountants, and other professional services)

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and **PROS Consulting Inc.**, hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform **Research & Consulting** services in connection with the project titled **Tukwila Community Center Business Plan & Recreation Programming Plan.**
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending **12/31/24**, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than **9/1/24** unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit “B” attached hereto, provided that the total amount of payment to the Consultant shall not exceed **\$119,405** without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - E. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- C. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. **Discrimination Prohibited.** Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 20_____.

**** City signatures to be obtained by
City Clerk's Staff ONLY. ****

**** Consultant signature to be obtained by
sponsor staff. ****

CITY OF TUKWILA

CONSULTANT:

Allan Ekberg, Mayor

By: _____

Printed Name: _____

ATTEST/AUTHENTICATED:

Title: _____

Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit A: Scope of Services & Budget

Community Center Business Plan	
Task 1 - Project Overview and Management	
A. Kick-off Meeting and Project Management	\$ 4,120
B. Review Existing Information and Reports	\$ 1,860
C. Identify Constraints and Parameters	\$ 1,400
Subtotal Dollars	\$ 7,380
Task 2 - Market Analysis, Financial Review, and Space Utilization Analysis	
A. Demographic Analysis	\$ 1,250
B. Alternative Provide Market Analysis	\$ 3,000
C. Trend Analysis and Market Segmentation Determination	\$ 1,000
D. Review of Existing Programs and Services & Space Utilization Analysis	\$ 3,960
E. Financial Review	\$ 2,640
Subtotal Dollars	\$ 11,850
Task 3 - Community Input / Needs Assessment	
A. Stakeholder Interviews and Focus Groups	\$ 4,400
B. Online Survey	\$ 1,500
Subtotal Dollars	\$ 5,900
Task 4 - Program Identification	
A. Visioning and Core Program	\$ 3,050
B. Capital Improvements	\$ 2,720
Subtotal Dollars	\$ 5,770
Task 5 - Operational Plan and Financial Pro Forma	
A. Establish Operating Standards and Revised Organizational Chart	\$ 2,060
B. Marketing Recommendations	\$ 2,640
C. Cost Recovery Model	\$ 3,300
D. Financial Pro Forma	\$ 3,960
Subtotal Dollars	\$ 11,960
Task 6 - Briefings and Final Report Development	
A. Draft Report	\$ 2,560
B. Presentation of Findings and Recommendations	\$ 4,400
C. Final Report Production	\$ 3,880
Subtotal Dollars	\$ 10,840
Community Center Business Plan Total	
\$ 53,700	
Recreation Program Plan	
Task 1 - Project Management, SWOT Analysis, Demographic & Recreation Trends Analysis	
A. Kick-off Meeting, Tour, and Project Management	\$ 4,760
B. SWOT Analysis	\$ 2,160
C. Demographic and Trends Analysis	\$ 1,250
Subtotal Dollars	\$ 8,170
Task 2 - Community Engagement Process	
A. Key Leadership/Focus Group Interviews	\$ 4,940
B. Online Survey	\$ 1,500
Subtotal Dollars	\$ 6,440
Task 3 - Program Analysis	
A. Program and Services Assessment	\$ 7,750
B. Gap Analysis & Mapping	\$ 4,700
C. Evaluation of Programmable Facilities	\$ 2,720
D. Prioritized Program Priority Rankings	\$ 1,980
Subtotal Dollars	\$ 17,150
Task 4 - Comprehensive Recreation Program Plan Implementation	
A. Strategic Action Plan	\$ 3,710
B. Draft Report Preparation and Briefings	\$ 5,475
C. Final Recreation Program Plan Preparation and Production	\$ 5,260
Subtotal Dollars	\$ 14,445
Recreation Program Plan Total	
\$ 46,205	
TOTAL DOLLARS	
\$ 99,905	
Optional Services	
Statistically Valid Survey	14,000
Social Pinpoint Website	\$ 5,500

Exhibit B: Payment

Consultant shall invoice the City at regular intervals detailing the hours worked toward each deliverable within the scope during the given invoice period. Payment shall not be made until the invoice is received in writing and approved for payment by the Parks & Recreation Director and/or their designee.

Final payment on this agreement shall not be provided until the Parks & Recreation Director and/or their designee approves the produced reports and/or plans in final draft form

Consultant shall provide an up-to-date IRS Form W-9 to the City for purposes of proper payment of invoices and tax reporting.



INFORMATIONAL MEMORANDUM

TO: Community Services & Safety Committee

FROM: David Cline, City Administrator

BY: Kari Sand, City Attorney

CC: Mayor Ekberg

DATE: October 31, 2023

SUBJECT: Ordinance establishing TMC Chapter 2.24, "Fire Personnel," to designate the offices of Fire Chief and Fire Marshal

ISSUE

Formally designate the offices of Fire Chief and Fire Marshall as provided by the Puget Sound Regional Fire Authority ("RFA") for the City.

BACKGROUND

The City and the Puget Sound Regional Fire Authority entered into an interlocal agreement in October of 2022 to consolidate fire services to allow the RFA to provide fire protection, fire suppression, fire marshal services, emergency medical services, and non-emergency medical services to the City effective January 1, 2023. Ordinance No. 2690 eliminated the office of Fire Chief based on the transition of fire services to Puget Sound Regional Fire Authority. This Ordinance reestablishes the office of the Fire Chief, as well as establishes the office of the Fire Marshal, and the Fire Chief and Fire Marshal of the RFA will henceforth serve in those positions for the City of Tukwila.

DISCUSSION

The Ordinance establishes a new chapter 2.24 of the Tukwila Municipal Code and designates that the Fire Chief and Fire Marshal of the Puget Sound Regional Fire Authority shall serve as the City of Tukwila Fire Chief and Fire Marshal following the voter-approved annexation of the City into the RFA.

FINANCIAL IMPACT

N/A

RECOMMENDATION

The Council is being asked to review this Ordinance and to adopt it on the Consent Agenda at the November 20, 2023, Regular Council meeting.

ATTACHMENTS

Draft Ordinance

DRAFT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, ESTABLISHING TUKWILA MUNICIPAL CODE CHAPTER 2.24, "FIRE PERSONNEL," TO DESIGNATE THE OFFICES OF FIRE CHIEF AND FIRE MARSHAL; 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, effective January 1, 2023, the duties of the offices of Fire Chief and Fire Marshal were transitioned to and provided by Puget Sound Regional Fire Authority; and

WHEREAS, Ordinance No. 2690 eliminated the office of Fire Chief based on the transition of fire services to Puget Sound Regional Fire Authority; and

WHEREAS, Ordinance No. 2692 provides that, effective January 1, 2023, references in the Tukwila Municipal Code to the Fire Marshal shall be interpreted to refer to PSRFA; and

WHEREAS, the City of Tukwila desires to clarify and formally designate the offices of Fire Chief and Fire Marshal as provided by the PSRFA pursuant to an interlocal agreement and through annexation of the City of Tukwila into the PSRFA as approved by voters and certified by King County Elections on August 15, 2023, said annexation to be effective on January 1, 2024;

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

Section 1. TMC Chapter 2.24 Established. Tukwila Municipal Code (TMC) Chapter 2.24 is hereby established to read as follows:

**CHAPTER 2.24
FIRE PERSONNEL**

Sections:

2.24.010 Offices Created

2.24.020 Puget Sound Regional Fire Authority Designated as Agency

Section 2. Regulations Established. TMC Section 2.24.010 is hereby established to read as follows:

2.24.010 Offices Created

There is created in the City the offices of Fire Chief and Fire Marshal.

Section 3. Regulations Established. TMC Section 2.24.020 is hereby established to read as follows:

2.24.020 Puget Sound Regional Fire Authority Designated as Agency

A. Effective retroactively to 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 the Tukwila Municipal Code to the Tukwila Fire Department, Fire Chief, or Fire Marshal, shall be interpreted to refer to the PSRFA.

B. The Fire Chief and Fire Marshal for the PSRFA shall serve as the Fire Chief and Fire Marshal for the City of Tukwila.

C. All PSRFA fire personnel serve the City of Tukwila pursuant to the terms of an interlocal agreement that shall remain in effect until the effective date of the annexation as approved by Tukwila voters and certified by King County Elections on August 15, 2023.

Section 4. 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 5. 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 6. 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 five days after passage and publication as provided by law, and shall be applied retroactively to January 1, 2023.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at
a Regular Meeting thereof this _____ day of _____, 2023.

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: Community Services & Safety Committee

**FROM: David Cline, City Administrator
Kari L. Sand, City Attorney**

CC: Mayor Ekberg

DATE: November 6, 2023

SUBJECT: FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR CONSOLIDATION OF FIRE SERVICES

ISSUE

Tukwila voters approved annexation into the RFA at the August 2023 special election, yet more time is needed for the property taxes and fire benefit charges to take effect consistent with state law. This proposed First Amendment (Attachment 1) will extend certain provisions of the Interlocal Agreement for Consolidation of Fire Services between the City and the RFA ("ILA") (Attachment 2) to December 31, 2024 to allow the RFA to continue providing fire services consistent with those certain provisions of the ILA to be extended, as well as the voter-approved 2023 RFA Plan, until the funding mechanisms for collection of property taxes and fire benefit charges take effect in 2025.

BACKGROUND

The City and the Puget Sound Regional Fire Authority entered into the ILA in October of 2022 to consolidate fire services to allow the RFA to provide fire protection, fire suppression, fire marshal services, emergency medical services, and non-emergency medical services to the City effective January 1, 2023. The ILA was to remain effective until Tukwila voters approved annexation into the RFA consistent with the provisions of RCW 52.26.300(3). The City Council appointed two of its members to serve with two RFA Governing Board members on the Annexation Plan Oversight Committee, which Committee worked from January to March 2023 to create amendments to the 2016 RFA Annexation Plan for annexation of the City of Tukwila into the RFA. Through this joint effort, a proposed 2023 RFA Plan ("Plan") was adopted by the Committee. A majority of Tukwila voters approved the Plan during the August 2023 special election. The ILA is set to expire on December 31, 2023, and more time is needed for the property taxes and fire benefit charges to take effect consistent with state law.

DISCUSSION

The proposed First Amendment will extend certain provisions of the ILA to December 31, 2024, and the RFA will continue to provide consolidated fire services consistent with those certain provisions of the ILA, as well as the voter-approved 2023 RFA Plan, until the property taxes and fire benefit charges take effect in 2025.

The RFA Board is expected to adopt the First Amendment to ILA at the upcoming November 15 or December 6, 2023 Board meeting.

FINANCIAL IMPACT

Provision of fire services by the RFA is budgeted.

RECOMMENDATION

The Community Services & Safety Committee is being asked to review the proposed first Amendment to the Interlocal Agreement for Consolidation of Fire Services and forward for Council consideration on the Consent Agenda at the November 20, 2023 Regular Meeting.

ATTACHMENTS

1. First Amendment to Interlocal Agreement for Consolidation of Fire Services
2. [Interlocal Agreement for Consolidation of Fire Services](#)

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
FOR CONSOLIDATION OF FIRE SERVICES**

This First Amendment to Interlocal Agreement for Consolidation of Fire Services (“Agreement”) is entered into between PUGET SOUND REGIONAL FIRE AUTHORITY, a municipal corporation, hereinafter referred to as “RFA,” and CITY OF TUKWILA, a municipal corporation, hereinafter referred to as “City” (collectively, “the Parties”).

RECITALS

WHEREAS, the Parties entered into the Agreement in October of 2022 to consolidate fire services to allow the RFA to provide fire protection, fire suppression, fire marshal services, emergency medical services, and non-emergency medical services to the City effective January 1, 2023, and until such time as the City secured voter approval to annex into the RFA consistent with the provisions of RCW 52.26.300(3); and

WHEREAS, the City Council appointed two of its members to serve on the Annexation Plan Oversight Committee with two RFA Governing Board members, who worked from January to March 2023 to create amendments to the 2016 RFA Annexation Plan for annexation of the City of Tukwila into the RFA and to meet the needs of the Parties, and this joint effort resulted in the proposed 2023 RFA Plan, subject to approval by City voters pursuant to RCW 52.26.300(3); and

WHEREAS, on April 5, 2023, the Governing Board of the RFA adopted Resolution No. 2069, amending its 2016 RFA Plan (“2023 RFA Plan”) to provide for the annexation of the City of Tukwila into the RFA subject to the approval by City voters pursuant to RCW 52.26.300(3); and

WHEREAS, on April 17, 2023, the Tukwila City Council passed Resolution No. 2069, which approved the 2023 RFA Plan (Exhibit A to Resolution No. 2069), subject to approval by City voters pursuant to RCW 52.26.300(3); and

WHEREAS, a special election was held on August 1, 2023, King County Elections certified the results on August 15, 2023, and a majority (56.17%) of Tukwila voters approved annexation into the RFA, effective January 1, 2024, per City of Tukwila Resolution No. 2070; and

WHEREAS, Section 2.2 of the Agreement provides that it expires upon the annexation effective date of January 1, 2024; additionally, pursuant to Section 7.B.4 of the 2023 RFA Plan approved by the Tukwila voters, the Parties need to continue the Agreement through December 31, 2024, to allow sufficient time for funding through property taxes and benefit charges to be effective consistent with RCW 84.09.030; and

WHEREAS, on January 1, 2024, the annexation of Tukwila into the RFA pursuant to the 2023 RFA Plan approved by the Tukwila voters will be effective; accordingly, Sections 2.3, 2.4, 3.1, 3.2, 3.4, 3.7, 3.8, 5, 6.1, 6.2, 6.3, 6.5, 6.6, 6.7, 6.8, 7.1, 7.3, 7.4, 7.5, 7.6, 8, 10, and Exhibits C, F, G, H, J, and K of the Agreement will no longer be applicable; and

WHEREAS, based on the foregoing, the Parties desire to amend the Agreement to extend its end date to December 31, 2024;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and the mutual benefits derived by the Parties, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AMENDMENT

1. Incorporation of Recitals. The “whereas” recitals above are incorporated by reference into this First Amendment.

2. Agreement Extended to December 31, 2024. Section 2 of the Agreement, “Termination upon Annexation Effective Date,” provides for termination of the Agreement upon the annexation effective date, which is January 1, 2024, and the Parties desire to delete Section 2 of the Agreement in its entirety and extend the Agreement end date to December 31, 2024.

3. Tukwila Fire Station Leases Extended to December 31, 2024. The Parties desire to extend the lease terms for Tukwila Fire Stations 51, 52, 53, and 54 through December 31, 2024 to coincide with the Agreement extension.

4. Terms of Agreement Superseded by the 2023 RFA Plan. Sections 2.3, 2.4, 3.1, 3.2, 3.4, 3.7, 3.8, 5, 6.1, 6.2, 6.3, 6.5, 6.6, 6.7, 6.8, 7.1, 7.3, 7.4, 7.5, 7.6, 8, 10 , Exhibits C, F, G, H, J and K of the Agreement are superseded by the 2023 RFA Plan effective January 1, 2024d.

5. Remaining Terms of Agreement Unchanged. Except as otherwise provided in this First Amendment, all other terms and conditions of the Agreement shall remain unchanged. In the event of any conflict between the provisions of the Agreement and this First Amendment, the provisions of this First Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Interlocal Agreement for Consolidation of Fire Services to be executed by their duly authorized representatives on the dates listed below.

RFA:

CITY:

Puget Sound Fire Department
Regional Fire Authority:

City of Tukwila:

By: _____

By: _____

Print Name: _____

Print Name: _____

Its _____

Its _____

DATE: _____

DATE: _____

NOTICES TO BE SENT TO:

Attn: Fire Chief
24611 116th Ave. S.E.
Kent, WA 98030

NOTICES TO BE SENT TO:

Attn: City of Tukwila Mayor
6200 Southcenter Blvd.
Tukwila, WA 98188

APPROVED AS TO FORM:

Brian Snure,
Attorney for RFA

APPROVED AS TO FORM:

Kari Sand,
City Attorney

