



INFORMATIONAL MEMORANDUM

TO: **Finance and Governance Committee**

FROM: **Kari L. Sand, Tukwila City Attorney**

CC: **Thomas McLeod**

DATE: **March 24, 2025**

SUBJECT: **Transfer of City Fire Stations 52 and 53, and leases of Fire Stations 51 and 54, to the Puget Sound Regional Fire Authority and City leaseback of various rooms at Fire Station 52**

ISSUE

Whether City Council should approve: (1) proposed leases with the Puget Sound Regional Fire Authority ("RFA") for Fire Stations 51 and 54; (2) proposed deed transfers of Fire Stations 52 and 53 to the RFA; and (3) proposed City leaseback of various rooms at Fire Station 52 pursuant to the voter-approved 2023 RFA Annexation Plan.

BACKGROUND

In August 2023, Tukwila voters approved annexing into the RFA. Pursuant to the voter-approved 2023 RFA Plan, the City is now required to lease Fire Stations 51 and 54 to the RFA, to sell Fire Stations 52 and 53 to the RFA, and leaseback to the City various rooms at Fire Station 52, subject to certain terms and conditions.

DISCUSSION

City Administration and the City Attorney's Office has drafted the proposed leases and deeds consistent with the voter-approved 2023 RFA Plan. On March 19, 2025, the RFA Governing Board approved the proposed leases and deeds. The key terms to the leases and deeds are as follows:

- **Fire Station 51 and Fire Station 54 Leases**
 - 50-year lease term for Fire Station 51; 15-year lease term for Fire Station 54
 - RFA will pay the City \$1.00 per year in rent for each property
 - RFA will pay for all utilities, maintenance, repairs, improvements, and landscaping
 - RFA will indemnify, defend, and hold the City harmless for all damages/injuries occurring on properties unless they were caused by the City
 - RFA will pay for, and maintain, insurance on the properties
- **Fire Station 52 and 53 Deeds**
 - Both Fire Stations will be sold to RFA for \$1.00 each
 - If the RFA stops using the properties to deploy RFA response units, the properties automatically revert back to the City
- **Fire Station 52 Leaseback to the City**
 - City will lease three (3) rooms at Fire Station 52 for purposes of Emergency Operations Center ("EOC") storage closet (Rm. 212), for training (Rm. 210), and for HAM radio storage (Rm. 213). Room 210 will be the City's back-up EOC and shall be permitted for use as a public meeting space for up to 20 hours per week.

FINANCIAL IMPACT

- Fire Station 51 will be leased to the RFA for a 50-year term at a rate of \$1.00 per year. The RFA will pay all maintenance and utilities serving the Fire Station.

- Fire Station 52 will be sold to the RFA for \$1.00.
- Fire Station 53 will be sold to the RFA for \$1.00.
- Fire Station 54 will be leased to the RFA for a 15-year term at a rate of \$1.00 per year. The RFA will pay all maintenance and utilities serving the Fire Station.
- The City's leaseback of various rooms at Fire Station 52 for 50-year terms at a rate of \$1.00 per year that will renew automatically unless sooner terminated.

RECOMMENDATION

The Committee is being asked to forward this matter to the April 14, 2025 Committee of the Whole Meeting.

ATTACHMENTS

- A. Proposed Lease for Fire Station 51
- B. Proposed Bargain and Sale Deed for Fire Station 52
- C. Proposed City Leaseback of various rooms at Fire Station 52
- D. Proposed Bargain and Sale Deed for Fire Station 53
- E. Proposed Lease for Fire Station 54

**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 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 vacant)).
2. The City currently leases a portion of the Property to RFA for use as a fire station, which will expire on December 31, 2024, in accordance with the Parties’ amended Interlocal Agreement for Consolidation for Fire Services.
3. According to Section 7.c.1.a.i of the 2023 Puget Sound Regional Fire Authority Plan, the City is required to “retain ownership of the real property on which [Fire] Station 51 is located and shall lease [Fire] Station 51 to the RFA for 50-year terms at the rate of \$1 per year. As conditions of the lease, the RFA shall assume 100% of the maintenance costs and shall use [Fire] Station 51 to deploy response units, subject to any other interests in the property.”

AGREEMENT

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

1. PREMISES.

- 1.1. **Lease of Premises.** The City leases to the RFA, and the RFA leases from the City, the Premises upon the terms specified in this Lease.
- 1.2. **As-Is.** The above-described Property and all improvements thereto, except for the vacant portion of the Property depicted and described in **Exhibit B**, comprise the “Premises” that are subject to this Lease Agreement. 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 the deployment of RFA response units (the “Permitted Use”) and for no other purpose unrelated to the 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 be for fifty (50) years (“Initial Term”), which shall commence retroactively to January 1, 2025 (“Commencement Date”). This Agreement will continue for the Initial Term and will automatically renew for additional fifty-year terms, subject to the right of either party to terminate this Agreement.
- 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. This includes payment of all fees that may be charged to the RFA or City, related to the Premises or use thereof, such as stormwater fees and property fees charged by the King County Assessor.

6. MAINTENANCE AND LANDSCAPING.

- 6.1. **Maintenance.** The RFA shall at its sole cost and expense, keep and maintain in good order and in clean, attractive, and safe condition the Premises. The RFA shall also pay 100% of the repair and replacement costs of the Premises. If any additions, repairs, alterations, maintenance, replacement, or changes to the Premises are required by any public authority, the RFA shall, at its sole cost and expense, make the same. All additions, repairs, alterations, replacements, or changes to the Premises shall be made in accordance with Section 7. Any damage or repairs that are the result of the City’s

negligent or intentional acts shall be the sole responsibility of the City. Upon termination of this Lease, the RFA shall return to the Property to the City in the same condition as it was received with reasonable wear and tear excepted.

- 6.2. **Landscaping.** The RFA shall regularly maintain all landscaped areas on the Premises so that they present a neat and attractive appearance to the reasonable satisfaction of the City. This includes, but is not limited to, regular watering, pruning, weeding and repair of the landscaped areas. The RFA shall replace all plant materials which are damaged or killed during the term of this Lease of the same type, unless a suitable alternative is approved by the City.

7. TENANT IMPROVEMENTS.

- 7.1. **Construction.** The RFA shall not construct, alter, replace, remove or make major repairs of any improvements on the Premises without the prior written consent of the City. 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.
- 7.3. **Unauthorized Improvements.** Improvements made on the Premises without the City's prior consent pursuant to subsection 7.1 or which are not in conformance with the plans submitted to and approved by the City ("Unauthorized Improvements") shall immediately become property of the City, unless the City elects otherwise. Regardless of ownership of Unauthorized Improvements, the City may, at its option, require the RFA to sever, remove, and dispose of them. If the RFA fails to remove an Unauthorized Improvement upon request, the City may remove it and charge the RFA for the cost of removal and disposal.

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.

9. ENVIRONMENTAL LIABILITY/RISK ALLOCATION.

- 9.1. **Definition.** "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 70.10SD.010 et seq.
- 9.2. **Use of Hazardous Substances.** The RFA covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, under, or above the Premises, except in accordance with all applicable laws.
- 9.3. **Current Conditions, Duty of Utmost Care, and Duty to Investigate**
- 9.3.1. The City makes no representations about the condition of the Premises. With regard to any Hazardous Substances that may exist in, on, under, or above the Premises, the City disclaims any and all responsibility to conduct investigations, to review any State records, documents or files, or to obtain or supply any information to the RFA.
- 9.3.2. The RFA shall exercise the utmost care with respect to both Hazardous Substances in, on, under, or above the Premises as of the Commencement Date, and any Hazardous Substances that come to be located in, on, under, or above the Premises during the Term of this Lease, along with the foreseeable acts or omissions of third parties affecting those Hazardous Substances, and the foreseeable consequences of those acts or omissions occurring as a result

of the RFA's use or occupancy of the Premises. The obligation to exercise utmost care under this subsection 9.3 includes, but is not limited to, the following requirements:

9.4. Notification and Reporting.

9.4.1. The RFA shall immediately notify the City if the RFA becomes aware of any of the following:

- a) A release or threatened release of Hazardous Substances in, on, under, or above the Premises, any adjoining Premises, or any other Premises subject to use by the RFA occurring as a result of the RFA's use or occupancy of the leased Premises in violation of federal and state laws;
- b) Any problem or liability related to, or derived from, the presence of any Hazardous Substances in, on, under, or above the Premises, any adjoining property, or any other property occurring as a result of the RFA's use or occupancy of the Premises;
- c) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances with respect to the Premises, any adjoining property, or any other property subject to use by the RFA in conjunction with its use or occupancy of the Premises;
- d) Any lien or action with respect to any of the foregoing; or,
- e) Any notification from the Environmental Protection Agency, Department of Ecology, or King County that remediation or removal of Hazardous Substances is or may be required at the Premises.

9.4.2. Upon request, the RFA shall provide the City with copies of any and all reports, studies, or audits which pertain to environmental issues or concerns associated with the Premises, and which were prepared for the RFA and submitted to any federal, state, or local authorities pursuant to any federal, state, or local permit, license, or law. These permits include, but are not limited to, any National Pollution Discharge and Elimination System Permit, any Army Corps of Engineers permit, any State hydraulics permit, any State Water Quality certification, or any Substantial Development Permit.

9.5. Indemnification.

9.5.1. The RFA shall fully indemnify, defend, and hold the City harmless from and against any and all claims, demands, damages, natural resource damages, response costs, remedial costs, cleanup costs, losses, liens, liabilities, penalties, fines, lawsuits, other proceedings, costs, and expenses (including attorneys' fees and disbursements), that arise out of, or are in any way related to:

- a) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance or Hazardous Waste by the RFA, its contractors, agents, employees, guests, invitees, or affiliates in, on,

under, or above the Premises, any adjoining property, or any other property occurring as a result of the RFAs use or occupancy of the Premises, during the Term of this Lease;

- b) The release or threatened release of any Hazardous Substance or Hazardous Waste, or the exacerbation of any Hazardous Substance or Hazardous Waste contamination, in, on, under, or above the Premises, any adjoining property, or any other property subject to use by the RFA in conjunction with its use of the Premises, which release, threatened release, or exacerbation occurs or occurred during the term of this Lease and as a result of:
 - i. Any act or omission of the RFA, its contractors, agents, employees, guests, invitees, or affiliates; or,
 - ii. Any foreseeable act or omission of a third party unless the RFA exercised the utmost care with respect to the foreseeable acts or omissions of the third party and the foreseeable consequences of those acts or omissions.

9.5.2. In addition to the indemnifications provided in subsection 9.5.1, the RFA shall fully indemnify the City for any and all damages, liabilities, costs, or expenses (including attorneys' fees and disbursements) that arise out of or are in any way related to the RFA's breach of the obligations of subsection 9.3.2. This obligation is not intended to duplicate the indemnity provided in subsection 9.5.1 and applies only to damages, liabilities, costs, or expenses that are associated with a breach of subsection 9.3.2 and which are not characterized as a release, threatened release, or exacerbation of Hazardous Substances or Hazardous Wastes.

9.5.3. The City shall notify the RFA in writing of any third-party claim with reasonable promptness, and the RFA shall have the right to compromise or defend any such claim, provided that such compromise or defense of such claim does not negate the RFA's obligation to indemnify and hold the City harmless.

9.5.4. The City shall release, indemnify, and hold the RFA harmless from any and all liabilities, obligations, judgments, demands, damages, causes of action, claims, costs, and expenses, including but not limited to all reasonable attorney's fees and costs of suit, arising out of or in connection with any contamination from hazardous waste or an environmental condition on the Premises caused solely by the City, its agents and representatives.

9.6. **Cleanup.** If a release of Hazardous Substances or Hazardous Wastes occurs in, on, under, or above the Premises, arising out of any action, inaction, or event described or referred to in subsection 9.5, above, the RFA shall, at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances or Hazardous Wastes. Cleanup actions shall include, without limitation, removal, containment and remedial actions and shall be performed in accordance with all applicable laws, rules, ordinances, and permits. RFA's obligation to undertake a cleanup under this subsection

9.6 shall be limited to those instances where the Hazardous Substances or Hazardous Wastes exist in amounts that exceed the threshold limits of any applicable regulatory cleanup standards. The RFA shall also be solely responsible for all cleanup, administrative, and enforcement costs of governmental agencies, including natural resource damage claims, arising out of any action, inaction, or event described or referred to in subsection 9.5, above.

9.7. Sampling by the City, Reimbursement, and Split Samples.

- 9.7.1 The City may conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Premises at any time to determine the existence, scope, or effects of Hazardous Substances or Hazardous Wastes on the Premises, any adjoining property, any other property subject to use by the RFA in conjunction with its use of the Premises, or any natural resources. If such Tests, along with any other information, demonstrates the existence, release, or threatened release of Hazardous Substances arising out of any action, inaction, or event described or referred to in subsection 9.5, above in violation of federal or state law, the RFA shall promptly reimburse the City for all costs associated with such Tests.
- 9.7.2 The City's ability to seek reimbursement for any Tests under this subsection shall be conditioned upon the City providing the RFA written notice of its intent to conduct any Tests at least fifteen (15) calendar days prior to undertaking such Tests, unless such Tests are performed in response to an emergency situation in which case the City shall only be required to give such notice as is reasonably practical.

10. ASSIGNMENT AND SUBLETTING.

- 10.1. 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.

11. INSURANCE. For the term of this Lease and any extension thereof:

- 11.1. The RFA shall procure and maintain, for the benefit of the RFA and the City, an insurance policy on the Premises in the amount of the replacement cost, for damage from fire; earthquake; and other perils. The proceeds payable on a claim against said insurance policy for damage shall be used to repair damage to the building so insured. However, if both the RFA and the City agree not to repair or replace said building, or if the RFA elects to terminate this Lease as provided in subsection 12.1, all such available insurance proceeds shall be retained by the City and all salvage resulting from any risk covered by the RFA's insurance shall also belong to the City.

- 11.2. 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.
- 11.3. The RFA shall procure and maintain, 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.

12. DAMAGE OR DESTRUCTION DUE TO CASUALTY. 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”).

- 12.1. **Material Damage.** If the Premises are damaged or destroyed by fire or any Casualty the parties shall meet and determine how long the repair and restoration will take within thirty (30) days after the date of such damage. 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.
- 12.2. **Repair after Damage.** If the RFA does not give notice of the RFA’s election to terminate as provided in subsection 12.1, then the RFA shall, subject to the provisions of this Section, and provided sufficient insurance proceeds are available, repair such damage so that the Premises are restored to a condition of similar quality, character, and utility for the RFA’s purposes. To assist with said repair work, the City shall provide the RFA with any and all insurance proceeds it has received, or is entitled to receive, from the insurance policy referenced in subsection 11.1. However, in no event shall the City be obligated to provide the RFA with more money for repair work than is provided by insurance proceeds in subsection 11.1.

13. DEFAULT AND REMEDIES.

- 13.1. **Acts Constituting Default.** The RFA shall be in default of this Lease on the occurrence of any of the following:
 - 13.1.1 Failure to pay expenses when due;
 - 13.1.2 Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
 - 13.1.3 Failure to comply with any other provision of this Lease;
 - 13.1.4 Failure to cure a default pursuant to Section 13.2 below;
 - 13.1.5 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
 - 13.1.6 The RFA vacates or abandons the Premises.
- 13.2. **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.
- 13.3. **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.

14. 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' written notice. The City and/or its agents shall comply with all of the RFA's work safety rules and restrictions.

15. 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.

16. MISCELLANEOUS.

16.1. **Authority.** The City and the RFA represent that each person signing on this Lease on its behalf is authorized to do so.

16.2. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties, their successors and assigns.

16.3. **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.

16.4. **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.

16.5. **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.

16.6. **Time is of the Essence.** TIME IS OF THE ESSENCE as to each and every provision of this Lease.

16.7. **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.

16.8. **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.

- 16.9. **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.
- 16.10. **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.
- 16.11. **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.
- 16.12. **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, 2025.

**PUGET SOUND REGIONAL
FIRE AUTHORITY**

CITY OF TUKWILA

By: _____
Chief

By: _____
Mayor

DATE: _____

DATE: _____

APPROVED AS TO FORM:

ATTEST:

RFA Attorney

City Clerk

APPROVED AS TO FORM:

City Attorney

NOTICES TO BE SENT TO:

[Addresses listed on next page]

Puget Sound Fire Administration
20811 84th Ave S
Kent, WA 98032

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

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; and

NEW PARCEL "B" 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 AND SE QTR NW QTR STR 35-23-04); TGW ADJOINING PORTION OF S HALF OF S 178TH ST VACATED BY CITY OF TUKWILA ORDINANCE NO 2400 RECORDING NO 20160120000736

Also known as King County Parcel Nos. 352304-9008 and 352304-9040 (shown as vacant), located at 17951 Southcenter Pkwy.

EXHIBIT B
TUKWILA STATION 51 LEASE
UNDEVELOPED PORTION OF PROPERTY



Undeveloped portion of King County Tax Parcel #3523049008, highlighted in yellow above, running approximately 190 feet along the border with King County Tax Parcel #3523049107, then running approximately 125 feet in a southeasterly direction along Southcenter Parkway, then running westerly approximately 240 feet from Southcenter Parkway, and then running northeasterly approximately 125 feet to the border with King County Tax Parcel #3523049107.

After Recording Mail To:

Kari L. Sand
Ogden Murphy Wallace, P.L.L.C.
701 5th Avenue, Suite 5600
Seattle, Washington 98104

BARGAIN & SALE DEED

DATE: **[DATE]**
GRANTOR: **City of Tukwila**
GRANTEE: **Puget Sound Regional Fire Authority**
ABBREVIATED
LEGAL:
ASSESSOR'S **359700-0320**
TAX PARCEL NO:
ADDRESS: **15447 65TH AVE S**

THE GRANTOR CITY OF TUKWILA, a Washington municipal corporation for and in consideration of **One Dollar (\$1.00), and other good and valuable consideration**, in hand paid, bargains, sells, and conveys to the **GRANTEE, Puget Sound Regional Fire Authority, a Washington municipal corporation**, the following real estate, situated in the County of King, state of Washington, legally described as follows:

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-

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

FIRE STATION 52

ROOMS 210, 212, AND 213

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. On January 1, 2025, the City transferred the real property legally described in **Exhibit A** attached and incorporated herein and located at 15447 65th Avenue South Tukwila, Washington 98188 (the “Property”) (Parcel #3597000320) to the RFA.
2. Pursuant to Section 7.c.1.a.ii of the 2023 Puget Sound Regional Fire Authority Plan, the City retains the right to access and use certain areas of the Property.

AGREEMENT

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

1. PREMISES.

- 1.1. **Description of Premises.** The following areas of the above-described Property and all improvements thereto collectively comprise the “Premises” that are the subject to this Lease Agreement:
 - 1.1.1. The 212 EOC Storage closet (“212 EOC Storage Closet”);
 - 1.1.2. The 210 Training Room (“210 Training Room”); and
 - 1.1.3. The 213 HAM closet (“213 HAM Closet”).
- 1.2. **Lease of Premises.** The City leases to the RFA, and the RFA leases from the City, the Premises upon the terms specified in this Lease.
- 1.3. **As-Is.** The RFA is providing the Premises in “as-is” condition for the City’s use. The RFA makes no representation regarding the condition of the Premises or improvements located on the same.

2. USE.

2.1. Permitted Use.

- 2.1.1. **212 EOC Storage Closet.** The City shall be permitted reasonable access and use of the 212 EOC Storage for any lawful purpose.
- 2.1.2. **210 Training Room.** The City shall be permitted access and use of the 210 Training Room as the City's backup Emergency Operations Center on all days and at all hours without notice to the RFA in the event of an emergency and until termination of the emergency event. The City shall also be permitted reasonable access and use of the 210 Training Room as a public meeting space up to twenty (20) hours per calendar week, provided RFA staff is on-site to facilitate such use.
- 2.1.3. **213 HAM Closet.** The City shall be permitted reasonable access and use of the 213 HAM Closet for storage of ham radios and related equipment.

- 2.2. **Liens and Encumbrances.** The City 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 be for 50 years ("Initial Term"), which shall commence retroactively to January 1, 2025 ("Commencement Date"). This Agreement will continue for the Initial Term and will automatically renew for additional 50-year terms, subject to the City's right to terminate this Agreement in Section 3.4.
- 3.2. **End of Term.** Upon the termination of the Lease, as applicable, the City shall surrender the Premises to the RFA in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.
- 3.3. **Hold Over.** If the City 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.
- 3.4. **Termination by City.** The City may terminate this Agreement, for any reason, by providing ninety (90) days' written notice to the RFA.

4. LEASE PAYMENT.

- 4.1. **Rent.** The City shall pay to the RFA 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 shall be solely responsible for all utilities serving the Premises. This includes payment of all fees that may be charged to the RFA or City, related to the Premises or use thereof, such as stormwater fees and property fees charged by the King County Assessor.

6. MAINTENANCE.

- 6.1. **Maintenance.** The City shall at its sole cost and expense, keep and maintain in good order and in clean, attractive, and safe condition the Premises. The RFA shall also pay 100% of the repair and replacement costs of the Premises. If any additions, repairs, alterations, maintenance, replacement, or changes to the Premises are required by any public authority, the RFA shall, at its sole cost and expense, make the same. All additions, repairs, alterations, replacements, or changes to the Premises shall be made in accordance with Section 7. Any damage or repairs that are the result of the City's negligent or intentional acts shall be the sole responsibility of the City. Upon termination of this Lease, the City shall return the Premises to the RFA in the same condition as it was received with reasonable wear and tear excepted.

7. TENANT IMPROVEMENTS.

- 7.1. **Construction.** The City shall not construct, alter, replace, remove or make major repairs of any improvements on the Premises without the prior written consent of the RFA. Prior to any construction, alteration, replacement, removal, or major repair of any improvements on the Premises, the City shall submit to the RFA plans and specifications that describe the proposed activity. Construction shall not commence until the City has approved the plans and specifications in writing. The RFA 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 RFA's written consent shall be treated as waived, unless the RFA notifies the City otherwise within the thirty (30) days. Upon completion of construction, the City shall promptly provide the RFA with as-built plans and specifications. The RFA's consent and approval shall not be required for any routine maintenance or repair of improvements made by the City 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 City-initiated improvements shall become the property of the RFA without payment by the RFA.
- 7.3. **Unauthorized Improvements.** Improvements made on the Premises without the RFA's prior consent pursuant to subsection 7.1 or which are not in conformance with the plans submitted to and approved by the RFA ("Unauthorized Improvements") shall immediately become property of the RFA, unless the RFA elects otherwise. Regardless of ownership of Unauthorized Improvements, the RFA may, at its option, require the City to sever, remove, and dispose of them. If the City fails to remove an Unauthorized

Improvement upon request, the RFA may remove it and charge the City for the cost of removal and disposal.

8. INDEMNIFICATION.

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

It is further specifically and expressly understood that the indemnification provided herein constitutes the City'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.

9. ASSIGNMENT AND SUBLETTING.

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

10. INSURANCE.

- 10.1. During the term of this Lease and any extension thereof, the RFA shall maintain an insurance policy on the Premises in the amount of the replacement cost, for damage from fire; earthquake; and other perils. The proceeds on a claim against said insurance policy for damage shall be used to repair damage to the Premises so insured. However, if the RFA is not required or elects not to repair said Premises, all such insurance proceeds shall be retained by the RFA. All salvage resulting from any risk covered by the RFA's insurance shall also belong to the RFA.
- 10.2. The City shall be responsible for maintaining its own fire and hazard insurance on City-owned personal property and leasehold improvements placed within and on the

Premises by the City.

- 10.3. The City 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 City, its agents, representatives, employees, or subcontractors.

11. DAMAGE OR DESTRUCTION DUE TO CASUALTY. 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 the parties shall meet and determine how long the repair and restoration will take within thirty (30) days after date of such damage. After that determination has been made, the City shall have a period of thirty (30) days to terminate the Lease by giving written notice to the RFA.
- 11.2. **Repair after Damage.** If the City does not give notice of the City’s election to terminate as provided in subsection 11.1, then the RFA 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 City’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 City may cancel the Lease at any time before the RFA completes the repairs and delivers the restored Premises to the City. If the City does not so terminate, the RFA shall continue to restore the Premises. The City shall have no claim against the RFA for any direct, incidental, or consequential damages arising from the RFA’s failure to commence or complete any repairs to the Premises. In no event shall the RFA be obligated to spend more money on the repair than is provided by insurance proceeds in subsection 10.1.
- 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 City shall be in default of this Lease on the occurrence of any of the following:
 - 12.1.1. Failure to pay expenses when due;
 - 12.1.2. Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
 - 12.1.3. Failure to comply with any other provision of this Lease;
 - 12.1.4. Failure to cure a default pursuant to Section 12.2 below;
 - 12.1.5. Proceedings are commenced by or against the City under any bankruptcy act

or for the appointment of a trustee or receiver of City's Premises; or
12.1.6. The City vacates or abandons the Premises.

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

12.3. **RFA's Remedies Upon Default.** Upon an Event of Default, the RFA may terminate this Lease and remove the City by summary proceedings or otherwise. The RFA's reentry or repossession of the Premises 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 RFA gives a written notice of termination to the City or termination is decreed by legal proceedings.

13. **ENTRY BY THE RFA.** The RFA 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 RFA 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 RFA'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 RFA covenants and agrees that the City, upon performing the terms and conditions of the Lease, may peacefully hold and enjoy the Premises during said term without any interruption by the RFA, 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, 2025.

[SIGNATURE BLOCKS FOLLOW ON NEXT PAGE]

**PUGET SOUND REGIONAL
FIRE AUTHORITY**

By: _____
Chief

DATE: _____

APPROVED AS TO FORM:

RFA Attorney

NOTICES TO BE SENT TO:

Puget Sound Fire Administration
20811 84th Ave S
Kent, WA 98032

CITY OF TUKWILA

By: _____
Mayor

DATE: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

NOTICES TO BE SENT TO:

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

EXHIBIT A
TUKWILA STATION 52
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 LYING WITHIN M. W. ADD LESS RD

Also known as King County Parcel No. 359700-0320, located at 15447 65th Avenue South Tukwila, Washington 98188.

After Recording Mail To:

Kari L. Sand
Ogden Murphy Wallace, P.L.L.C.
701 5th Avenue, Suite 5600
Seattle, Washington 98104

BARGAIN & SALE DEED

DATE: **[DATE]**

GRANTOR: **City of Tukwila, a Washington municipal corporation**

GRANTEE: **Puget Sound Regional Fire Authority, a Washington municipal corporation**

ABBREVIATED
LEGAL:

ASSESSOR'S **335140-0825**
TAX PARCEL NO:

THE GRANTOR, CITY OF TUKWILA, a Washington municipal corporation, for and in consideration of **One Dollar (\$1.00)**, and other good and valuable consideration, in hand paid, bargains, sells, and conveys to the **GRANTEE, Puget Sound Regional Fire Authority**, a Washington municipal corporation, the following real estate, situated in the County of King, state of Washington, legally described as follows:

**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. 1751 EFFECTIVE DATE AUGUST 20,
1995**

In the event the Grantee ceases to use the above-described real estate to deploy Puget Sound Regional Fire Authority response units, the same shall revert to the Grantor.

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

DATED this ____ day of _____, 2025.

GRANTOR:

CITY OF TUKWILA
a Washington corporation

By: _____
Name: Thomas McLeod
Title: Mayor

STATE OF WASHINGTON)
)
County of King) ss.

I certify that I know or have satisfactory evidence Thomas McLeod is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Tukwila, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Type/Print Name of Notary.
Notary Public in and for the State of Washington, residing
at _____
My appointment expires: _____ .

**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 owns real property legally described in Exhibit A attached and incorporated herein and located at 4237 S. 144th Street, Tukwila, Washington 98168 (the “Property”) (Parcel #0040000365).
2. The City currently leases a portion of the Property to RFA for use as a fire station, which will expire on December 31, 2024, in accordance with the Parties’ amended Interlocal Agreement for Consolidation for Fire Services.
3. According to Section 7.c.1.a.iv of the 2023 Puget Sound Regional Fire Authority Plan, the City is required to “retain ownership of the real property on which [Fire] Station 54 is located and shall lease [Fire] Station 54 to the RFA for a 15-year term at the rate of \$1 per year. As conditions of the lease, the RFA shall assume 100% of the maintenance costs and shall use [Fire] Station 54 to deploy response units, subject to any other interests in the property.”

AGREEMENT

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

1. PREMISES.

- 1.1. **Lease of Premises.** The City leases to the RFA, and the RFA leases from the City, the Premises upon the terms specified in this Lease.
- 1.2. **As-Is.** The above-described Property and all improvements thereto comprise the “Premises” that are subject to this Lease Agreement. 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 the deployment of RFA response units (the “Permitted Use”) and for no other purpose unrelated to the 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 be for fifteen (15) years (“Initial Term”), which shall commence retroactively to January 1, 2025 (“Commencement Date”); however, in accordance with Section 7.c.1.a.iv of the 2023 Puget Sound Regional Fire Authority Plan, before December 31, 2034, either Tukwila or RFA shall provide notice to the other party, indicating whether this lease will terminate upon expiration of this lease or be renewed for an additional term subject to conditions to be mutually negotiated by the parties.
- 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. This includes payment of all fees that may be charged to the RFA or City, related to the Premises or use thereof, such as stormwater fees and property fees charged by the King County Assessor.

6. MAINTENANCE AND LANDSCAPING.

- 6.1. **Maintenance.** The RFA shall at its sole cost and expense, keep and maintain in good order and in clean, attractive, and safe condition the Premises. The RFA shall also pay 100% of the repair and replacement costs of the Premises. If any additions, repairs, alterations, maintenance, replacement, or changes to the Premises are required by any public authority, the RFA shall, at its sole cost and expense, make the same. All additions, repairs, alterations, replacements, or changes to the Premises shall be made in accordance with Section 7. Any damage or repairs that are the result of the City’s negligent or intentional acts shall be the sole responsibility of the City. Upon termination of this Lease, the RFA shall return to the Property to the City in the same condition as it was received with reasonable wear and tear excepted.
- 6.2. **Landscaping.** The RFA shall regularly maintain all landscaped areas on the Premises so that they present a neat and attractive appearance to the reasonable satisfaction of the City. This includes, but is not limited to, regular watering, pruning, weeding and repair of the landscaped areas. The RFA shall replace all plant materials which are damaged

or killed during the term of this Lease of the same type, unless a suitable alternative is approved by the City.

7. TENANT IMPROVEMENTS.

- 7.1. **Construction.** The RFA shall not construct, alter, replace, remove or make major repairs of any improvements on the Premises without the prior written consent of the City. 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.
- 7.3. **Unauthorized Improvements.** Improvements made on the Premises without the City's prior consent pursuant to subsection 7.1 or which are not in conformance with the plans submitted to and approved by the City ("Unauthorized Improvements") shall immediately become property of the City, unless the City elects otherwise. Regardless of ownership of Unauthorized Improvements, the City may, at its option, require the RFA to sever, remove, and dispose of them. If the RFA fails to remove an Unauthorized Improvement upon request, the City may remove it and charge the RFA for the cost of removal and disposal.

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.

9. ENVIRONMENTAL LIABILITY/RISK ALLOCATION.

- 9.1. **Definition.** "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 70.10SD.010 et seq.
- 9.2. **Use of Hazardous Substances.** The RFA covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, under, or above the Premises, except in accordance with all applicable laws.
- 9.3. **Current Conditions, Duty of Utmost Care, and Duty to Investigate**
 - 9.3.1. The City makes no representations about the condition of the Premises. With regard to any Hazardous Substances that may exist in, on, under, or above the Premises, the City disclaims any and all responsibility to conduct investigations, to review any State records, documents or files, or to obtain or supply any information to the RFA.
 - 9.3.2. The RFA shall exercise the utmost care with respect to both Hazardous Substances in, on, under, or above the Premises as of the Commencement Date, and any Hazardous Substances that come to be located in, on, under, or above the Premises during the Term of this Lease, along with the foreseeable acts or omissions of third parties affecting those Hazardous Substances, and the foreseeable consequences of those acts or omissions occurring as a result of the RFA's use or occupancy of the Premises. The obligation to exercise utmost care under this subsection 9.3 includes, but is not limited to, the following requirements:

9.4. Notification and Reporting.

9.4.1. The RFA shall immediately notify the City if the RFA becomes aware of any of the following:

- a) A release or threatened release of Hazardous Substances in, on, under, or above the Premises, any adjoining Premises, or any other Premises subject to use by the RFA occurring as a result of the RFA's use or occupancy of the leased Premises in violation of federal and state laws;
- b) Any problem or liability related to, or derived from, the presence of any Hazardous Substances in, on, under, or above the Premises, any adjoining property, or any other property occurring as a result of the RFA's use or occupancy of the Premises;
- c) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances with respect to the Premises, any adjoining property, or any other property subject to use by the RFA in conjunction with its use or occupancy of the Premises;
- d) Any lien or action with respect to any of the foregoing; or,
- e) Any notification from the Environmental Protection Agency, Department of Ecology, or King County that remediation or removal of Hazardous Substances is or may be required at the Premises.

9.4.2. Upon request, the RFA shall provide the City with copies of any and all reports, studies, or audits which pertain to environmental issues or concerns associated with the Premises, and which were prepared for the RFA and submitted to any federal, state, or local authorities pursuant to any federal, state, or local permit, license, or law. These permits include, but are not limited to, any National Pollution Discharge and Elimination System Permit, any Army Corps of Engineers permit, any State hydraulics permit, any State Water Quality certification, or any Substantial Development Permit.

9.5. Indemnification.

9.5.1. The RFA shall fully indemnify, defend, and hold the City harmless from and against any and all claims, demands, damages, natural resource damages, response costs, remedial costs, cleanup costs, losses, liens, liabilities, penalties, fines, lawsuits, other proceedings, costs, and expenses (including attorneys' fees and disbursements), that arise out of, or are in any way related to:

- a) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance or Hazardous Waste by the RFA, its contractors, agents, employees, guests, invitees, or affiliates in, on, under, or above the Premises, any adjoining property, or any other property occurring as a result of the RFAs use or occupancy of the Premises, during the Term of this Lease;

- b) The release or threatened release of any Hazardous Substance or Hazardous Waste, or the exacerbation of any Hazardous Substance or Hazardous Waste contamination, in, on, under, or above the Premises, any adjoining property, or any other property subject to use by the RFA in conjunction with its use of the Premises, which release, threatened release, or exacerbation occurs or occurred during the term of this Lease and as a result of:
 - i. Any act or omission of the RFA, its contractors, agents, employees, guests, invitees, or affiliates; or,
 - ii. Any foreseeable act or omission of a third party unless the RFA exercised the utmost care with respect to the foreseeable acts or omissions of the third party and the foreseeable consequences of those acts or omissions.

9.5.2. In addition to the indemnifications provided in subsection 9.5.1, the RFA shall fully indemnify the City for any and all damages, liabilities, costs, or expenses (including attorneys' fees and disbursements) that arise out of or are in any way related to the RFA's breach of the obligations of subsection 9.3.2. This obligation is not intended to duplicate the indemnity provided in subsection 9.5.1 and applies only to damages, liabilities, costs, or expenses that are associated with a breach of subsection 9.3.2 and which are not characterized as a release, threatened release, or exacerbation of Hazardous Substances or Hazardous Wastes.

9.5.3. The City shall notify the RFA in writing of any third-party claim with reasonable promptness, and the RFA shall have the right to compromise or defend any such claim, provided that such compromise or defense of such claim does not negate the RFA's obligation to indemnify and hold the City harmless.

9.5.4. The City shall release, indemnify, and hold the RFA harmless from any and all liabilities, obligations, judgments, demands, damages, causes of action, claims, costs, and expenses, including but not limited to all reasonable attorney's fees and costs of suit, arising out of or in connection with any contamination from hazardous waste or an environmental condition on the Premises caused solely by the City, its agents and representatives.

9.6. **Cleanup.** If a release of Hazardous Substances or Hazardous Wastes occurs in, on, under, or above the Premises, arising out of any action, inaction, or event described or referred to in subsection 9.5, above, the RFA shall, at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances or Hazardous Wastes. Cleanup actions shall include, without limitation, removal, containment and remedial actions and shall be performed in accordance with all applicable laws, rules, ordinances, and permits. RFA's obligation to undertake a cleanup under this subsection 9.6 shall be limited to those instances where the Hazardous Substances or Hazardous Wastes exist in amounts that exceed the threshold limits of any applicable regulatory cleanup standards. The RFA shall also be solely responsible for all cleanup, administrative, and enforcement costs of governmental agencies, including natural resource damage claims, arising out of any action, inaction, or event described or

referred to in subsection 9.5, above.

9.7. Sampling by the City, Reimbursement, and Split Samples.

9.7.1 The City may conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Premises at any time to determine the existence, scope, or effects of Hazardous Substances or Hazardous Wastes on the Premises, any adjoining property, any other property subject to use by the RFA in conjunction with its use of the Premises, or any natural resources. If such Tests, along with any other information, demonstrates the existence, release, or threatened release of Hazardous Substances arising out of any action, inaction, or event described or referred to in subsection 9.5, above in violation of federal or state law, the RFA shall promptly reimburse the City for all costs associated with such Tests.

9.7.2 The City's ability to seek reimbursement for any Tests under this subsection shall be conditioned upon the City providing the RFA written notice of its intent to conduct any Tests at least fifteen (15) calendar days prior to undertaking such Tests, unless such Tests are performed in response to an emergency situation in which case the City shall only be required to give such notice as is reasonably practical.

10. ASSIGNMENT AND SUBLETTING.

10.1. 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.

11. INSURANCE. For the term of this Lease and any extension thereof:

11.1. The RFA shall procure and maintain, for the benefit of the RFA and the City, an insurance policy on the Premises in the amount of the replacement cost, for damage from fire; earthquake; and other perils. The proceeds payable on a claim against said insurance policy for damage shall be used to repair damage to the building so insured. However, if both the RFA and the City agree not to repair or replace said building, or if the RFA elects to terminate this Lease as provided in subsection 12.1, all such available insurance proceeds shall be retained by the City and all salvage resulting from any risk covered by the RFA's insurance shall also belong to the City.

11.2. 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.

- 11.3. The RFA shall procure and maintain, 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.

12. DAMAGE OR DESTRUCTION DUE TO CASUALTY. 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”).

- 12.1. **Material Damage.** If the Premises are damaged or destroyed by fire or any Casualty the parties shall meet and determine how long the repair and restoration will take within thirty (30) days after date of such damage. 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.
- 12.2. **Repair after Damage.** If the RFA does not give notice of the RFA’s election to terminate as provided in subsection 12.1, then the RFA shall, subject to the provisions of this Section, and provided sufficient insurance proceeds are available, repair such damage so that the Premises are restored to a condition of similar quality, character and utility for the RFA’s purposes. To assist with said repair work, the City shall provide the RFA with any and all insurance proceeds it has received, or is entitled to receive, from the insurance policy referenced in subsection 11.1. However, in no event shall the City be obligated to provide the RFA with more money for repair work than is provided by insurance proceeds in subsection 11.1.

13. DEFAULT AND REMEDIES.

- 13.1. **Acts Constituting Default.** The RFA shall be in default of this Lease on the occurrence of any of the following:
- 13.1.1. Failure to pay expenses when due;
 - 13.1.2. Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
 - 13.1.3. Failure to comply with any other provision of this Lease;
 - 13.1.4. Failure to cure a default pursuant to Section 13.2 below;
 - 13.1.5. 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
 - 13.1.6. The RFA vacates or abandons the Premises.
- 13.2. **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.
- 13.3. **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.

14. 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' written notice. The City and/or its agents shall comply with all of the RFA's work safety rules and restrictions.

15. 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.

16. MISCELLANEOUS.

16.1. **Authority.** The City and the RFA represent that each person signing on this Lease on its behalf is authorized to do so.

16.2. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties, their successors and assigns.

16.3. **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.

16.4. **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.

16.5. **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.

16.6. **Time is of the Essence.** TIME IS OF THE ESSENCE as to each and every provision of this Lease.

16.7. **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.

16.8. **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.

16.9. **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.

16.10. **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.

16.11. **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.

16.12. **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, 2025.

**PUGET SOUND REGIONAL
FIRE AUTHORITY**

CITY OF TUKWILA

By: _____
Chief

By: _____
Mayor

DATE: _____

DATE: _____

APPROVED AS TO FORM:

ATTEST:

RFA Attorney

City Clerk

APPROVED AS TO FORM:

City Attorney

NOTICES TO BE SENT TO:

Puget Sound Fire Administration
20811 84th Ave S
Kent, WA 98032

NOTICES TO BE SENT TO:

City of Tukwila Mayor’s Office
6200 Southcenter Blvd
Tukwila, WA 98188

EXHIBIT A
TUKWILA STATION 54 LEASE
ABBREVIATED LEGAL DESCRIPTION

ADAMS HOME TRS LESS CO RD

Also known as King County Parcel No. 004000-0365, located at 4237 S. 144th Street, Tukwila, Washington 98168