

**LEASE AGREEMENT  
BETWEEN THE CITY OF SEATAC AND THE  
KENT FIRE DEPARTMENT REGIONAL FIRE AUTHORITY**

**STATION 46**

THIS LEASE AGREEMENT (hereinafter "Lease") is between the CITY OF SEATAC, a municipal corporation of the State of Washington, ("CITY"), and the KENT FIRE DEPARTMENT REGIONAL FIRE AUTHORITY, a Washington municipal corporation, "RFA."

**RECITALS**

1. The CITY has maintained a full service fire department for decades and owns real property used for fire department services. On January 1, 2014, the CITY intends to obtain fire protection and emergency medical services from the RFA pursuant to the terms of a separately negotiated Interlocal Agreement "ILA."
2. The CITY owns real property legally described in **Exhibit A** attached and incorporated herein and located at 3521 South 170th Street, SeaTac, Washington (the "Property"). The Property has been used by the CITY as Fire Station 46 and will now be used by the RFA under the terms of this Lease; and

**AGREEMENT**

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

**1. PREMISES.**

1.1. **Property.** The CITY hereby leases to the RFA Property.

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

**2. USE.**

2.1. **Permitted Use.** RFA shall use the Property for a fire station, training facility, and administration purposes (the "Permitted Use") and for no other purpose unrelated to the management and operation of the RFA.

2.2. **Restrictions on Use.** RFA shall not cause or permit any damage to the Property. If RFA fails to comply with all or any of the restrictions on the use of the Property set out in this subsection 2.2, the CITY shall notify the RFA and provide the RFA a reasonable time to take all steps necessary to remedy the failure. If the RFA fails to do so in a timely manner, then the CITY may take any steps reasonably necessary to remedy this failure. This section shall not in any way limit the RFA's liability under

Section 9, below. The covenants contained in subsection 2.2 shall survive expiration or termination of this Lease.

**2.3. City's retained rights.**

- (a) **ECC.** The CITY shall have priority use of the ECC during an ECC activation. The CITY shall also have use of one office space designated by the RFA for emergency management services staff at no cost to the City. The CITY may also use other portions of Property when such use does not interfere with the emergency operations of the RFA and when such use is scheduled in advance by the City. If any such use exceeds 4 consecutive weeks the CITY shall share in routine maintenance on a pro-rata basis, based on the square foot percentage of the station used by the CITY as compared to the percentage used by the RFA.
- (b) **Public Works Crew Emergency Conditions Use.** The City shall have limited access to the station 46 sleeping quarters for its public works crews in situations where the crews are required to remain present in the City due to weather or other emergencies. This retained right is limited as follows:
  - (i) RFA operations shall have priority of use at all times.
  - (ii) Access to the sleeping quarters must be approved on a case by case basis by the on duty RFA Battalion Chief and shall be limited to space available.
  - (iii) City workers using the sleeping quarters shall be responsible for providing all necessary bedding supplies and shall leave the sleeping quarters in a neat, clean and orderly manner when the use is completed.
  - (iv) City workers will also have access to kitchen area for minor food preparation, so long as such use does not interfere with RFA operations and the City workers clean up after such use, which generally includes use of a microwave and storage of small items in a refrigerator.

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

**3. TERM.**

- 3.1. Term Defined.** The term of this lease shall be for the term of the ILA.
- 3.2. End of Term.** Upon the expiration or termination of the Term, as applicable, RFA shall surrender the Property to the CITY in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.
- 3.3. Hold Over.** If RFA remains in possession of the Property after the Termination Date, 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. The monthly

rent during the hold over, however, shall be fair market rental value and the other expenses during the hold over shall be the same as would be due if the Lease were still in effect.

#### 4. LEASE PAYMENT.

- 4.1. **Annual Rent.** RFA shall pay to the CITY annual rent of one and No/100 Dollar (\$1.00) ("Rent"). The rent shall be due and payable on or before the Commencement Date, and subsequent installments shall be due and payable on or before the 1st day of each year thereafter. The RFA may pre-pay the rent in a lump sum of \$20.00 designed to cover the first twenty years of the Lease. In the event the Lease terminates before twenty years have elapsed the prepaid rent shall be non refundable.

#### 5. UTILITIES AND OTHER EXPENSES.

- 5.1. **Utilities.** RFA agrees to pay all utility charges associated with the Property, which include, but are not limited to, water and sewer, electricity, garbage, janitorial services, telephone, internet and natural gas.

#### 6. MAINTENANCE AND REPAIR.

- 6.1. **Maintenance.** RFA shall, at its sole cost and expense, keep and maintain the Property and all improvements (regardless of ownership) in good order, and in clean, attractive and safe condition.
- 6.2. **Major Repairs and Maintenance.** The CITY shall be responsible for major repairs of the Property including, but not limited to roofs, HVAC systems and structural repairs. The RFA shall contribute equally toward the cost of Major repairs up to a maximum contribution of \$10,000 for each such Major Repair. Any damage or repairs that are the result of RFA's negligent or intentional acts shall be the sole responsibility of RFA.
- 6.3. **Additions and Improvements to Property.** The CITY shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacement, or changes to the Property or any improvements on the Property that may be required by any public authority. The RFA may make improvements at its own cost subject to the provisions of Paragraph 7.

#### 7. TENANT IMPROVEMENTS.

- 7.1. **Construction.** Prior to any construction, alteration, replacement, removal or major repair of any Tenant Improvements on the Property, 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 RFA otherwise within the thirty (30) days. Upon completion of

construction, 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 Property in good order and repair that does not result in the construction, alteration, replacement, removal, or major repair of any improvements on the Property. The provisions of this section do not override any permit requirements that may apply to the proposed activity.

- 7.2. **Removal.** No RFA-Owned Improvements shall be placed on the Property without the CITY's prior written consent. RFA-Owned Improvements shall not include any construction, reconstruction, alteration, or addition to the Property by the CITY (CITY-Owned Improvements) or any Unauthorized Improvements. All RFA-Owned Improvements shall be removed by RFA on or before the Termination Date. If the RFA-Owned Improvements remain on the Property after the Termination Date, they shall become the property of the CITY without payment by the CITY.

## 8. INDEMNIFICATION.

- 8.1. The RFA agrees that it will protect, save, defend, hold harmless and indemnify the CITY, its officials, employees and agents from any and all demands, claims, judgments, or liability for loss or damage, including costs and attorneys fees, arising as a result of accidents, injuries, or other occurrences on the Property or on CITY's Property, occasioned by the conduct of the RFA, its agents, employees, officials, or any person or entity holding under the RFA or any person or entity on the Property or on the CITY's property as a result of RFA's Lease of Property, regardless of who the injured party may be. Notwithstanding the foregoing, CITY shall, to the extent permitted by law, indemnify and hold RFA harmless for any and all demands, claims, judgments, or liability for loss or damage arising from CITY's negligent, reckless and/or willful acts (including those of CITY's employees or officials).
- 8.2. If the comparative negligence of the Parties and their officials, agents and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- 8.3. RFA shall indemnify and hold CITY harmless from any and all claims, demands, judgments, orders, or damages resulting from hazardous substances on the Property caused in whole or in part by the activity of the RFA, its agents, subtenants, or any other person or entity on the Property during any period of time that RFA has occupied all or a portion of the Property during the term of the Lease. CITY shall, to the extent permitted by law, indemnify and hold RFA harmless from any and all claims, demands, judgments, orders or damages resulting from hazardous substances on the Property caused by CITY.
- 8.4. "Hazardous Substance" means any substance which now or in the future becomes regulated or defined as Hazardous Substance or Hazardous Waste under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human

health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 et seq., and Washington's Model Toxics Control Act ("MTCA"), RCW 70.105D.010 et seq.

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

## 9. ASSIGNMENT AND SUBLETTING.

9.1. RFA shall not sell, convey, mortgage, assign, pledge, sublet, or otherwise transfer or encumber all or any part of RFA's interest in this Lease or the Property 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. A dissolution of the RFA shall be deemed to be an assignment of this Lease. The acceptance by the CITY of the payment following an assignment or other transfer shall not constitute consent to any assignment or transfer.

## 10. INSURANCE.

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

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

10.3. The RFA shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property that may arise from or in connection with this Lease by the RFA, its agents, representatives, or employees consistent with the requirements in the ILA. Such insurance shall name the City and its officers and employees as primary, non-contributory additional insureds. Proof of such insurance shall be delivered to the City prior to occupancy.

11. **DAMAGE OR DESTRUCTION.** The parties recognize that some or all use of the Property 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 Property is damaged or destroyed by fire or any Casualty which cannot, despite diligent, good faith efforts be repaired or restored within one hundred twenty (120) days following the date on which such damage occurs, then RFA may elect to terminate the Lease effective as of the date of such damage or

destruction. Within thirty (30) days after the date of such damage, the parties shall determine how long the repair and restoration will take. After that determination has been made, RFA shall have a period of thirty (30) days to terminate the Lease by giving written notice to the CITY.

- 11.2. **Repair after Damage.** If RFA does not give notice of RFA's election to terminate as provided in subsection 11.1, then the CITY shall, subject to the provisions of this Section, immediately commence and diligently pursue the completion of the repair of such damage so that the Property is restored to a condition of similar quality, character and utility for RFA's purposes. Notwithstanding anything contained herein to the contrary, if the Property is not repaired and restored within one hundred twenty (120) days from the date of the damage, RFA may cancel the Lease at any time before CITY completes the repairs and delivers the restored Property to RFA. If RFA does not so terminate, CITY shall continue to restore the Property. RFA shall have no claim against the CITY for any direct, incidental or consequential damages arising from the CITY's failure to commence or complete any repairs to the Property. In no event shall the CITY be obligated to spend more money on the repair than is provided by insurance proceeds in subsection 11.1.
- 11.3. **Uninsured Damage.** If damage or destruction is caused by a peril not required to be insured against hereunder and for which insurance proceeds are not available, either the CITY or RFA may terminate this Lease by thirty (30) days written notice to the other of its election so 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.** RFA shall be in default of this Lease on the occurrence of any of the following:
- (a) Failure to pay expenses when due;
  - (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
  - (c) Failure to comply with any other provision of this Lease;
  - (d) Failure to cure a default pursuant to Section 12.2 below;
  - (e) Proceedings are commenced by or against RFA under any bankruptcy act or for the appointment of a trustee or receiver of RFA's Property; or
  - (f) RFA vacates or abandons the Property.
- 12.2. **Failure to Cure.** A default shall become an event of default ("Event of Default") if RFA fails to cure, or take positive steps to cure, the default within 30 days after CITY provides RFA with written notice of default, which specifies the nature of the default.

- 12.3. **CITY's Remedies Upon Default.** Upon an Event of Default, CITY may terminate this Lease and remove RFA by summary proceedings or otherwise. 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 CITY gives a written notice of termination to RFA or termination is decreed by legal proceedings.
13. **ENTRY BY THE CITY.** The CITY shall have the right to enter the Property at any reasonable hour to inspect for compliance with the terms of this Lease upon twenty-four (24) hours notice. The CITY and/or CITY's agents shall comply with all of RFA's work safety rules and restrictions.
14. **NOTICE.** Any notices required or permitted under this Lease may be personally delivered, delivered by facsimile machine, or mailed 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, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after being mailed as set forth above, whichever is applicable.
15. **MISCELLANEOUS.**
- 15.1. **Authority.** The CITY and 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. **Entire Agreement.** This Lease, including the exhibits and addenda, if any, contains the entire agreement of the parties. All prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Property, if any, are merged into this Lease.
- 15.5. **Waiver.** The waiver by the CITY of any breach or default of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. The CITY's acceptance of a rental payment shall not be construed to be a waiver of any preceding or existing breach other than the failure to pay the particular rental payment that was accepted.
- 15.6. **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.
- 15.7. **Time is of the Essence.** TIME IS OF THE ESSENCE as to each and every provision of this Lease.

- 15.8. Invalidation. 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.
- 15.9. 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.
- 15.10. 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.
- 15.11. Quiet Enjoyment. The CITY covenants and agrees that RFA, upon performing the terms and conditions of the Lease, may peacefully hold and enjoy the Property during said term without any interruption by the CITY, its successors or assigns, or any person or company lawfully claiming by or through it.
- 15.12. 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.

**RFA:**

**CITY:**

**Kent Fire Department  
Regional Fire Authority:**

**City of SeaTac**

By: Jim Sewer

By: Todd Cutts

Print Name: Jim Sewer  
Its Fire Chief

Print Name: Todd Cutts  
Its City Manager

DATE: December 5, 2013

DATE: 12/20/13

**NOTICES TO BE SENT TO:**

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Attn: Fire Chief  
24611 116<sup>th</sup> Ave. S.E.  
Kent, WA 98030

Attn: City Manager  
4800 S. 188th Street  
SeaTac, WA 98188

(253) 856-4300 (telephone)  
(253) 856-6300 (facsimile)

(206) 973-4800 (telephone)  
(206) 973-4819 (facsimile)



**APPROVED AS TO FORM:**



Brian Snure,  
Attorney for RFA

**APPROVED AS TO FORM:**



Mary Mirante-Bartolo  
City Attorney

**EXHIBIT A  
LEGAL DESCRIPTION**

**Station 46**

LOTS 1 THRU 4 TOGETHER WITH LOTS 17 & 18, BLOCK 3 LOWE'S TERRACE  
ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 38 OF  
PLATS, PAGE 25, IN KING COUNTY WASHINGTON.

Tax Parcel No. 443500-0195