RESOLUTION 2026-TT

A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON, AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH SOUTH PIERCE FIRE & RESCUE

WHEREAS, after annexation of the Town of Eatonville ("Town") into South Pierce Fire & Rescue ("SPFR"), SPFR continues to occupy the premises of the existing fire department; and

WHEREAS, the Town Council approved Resolution 2026-S approving a Lease Agreement for use of the premises and establishing lease payments; and

WHEREAS, SPFR wishes to renew the lease agreement with a few minor changes to the language in the agreement; and

WHEREAS, the 3% automatic escalator per renewal period has not changed; now, therefore,

THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: The Mayor is authorized to execute on behalf of the Town of Eatonville the Lease Agreement with South Pierce Fire & Rescue, as described in Exhibit A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 9th day of November 2026.

_____
Emily McFadden, Mayor

ATTEST:

_____
Miranda Doll, Town Clerk

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into as of January 1, 2026~~6~~7 by and between the Town of Eatonville, a Washington municipal corporation (hereinafter "Town"), and South Pierce Fire & Rescue, a political subdivision of the State of Washington (hereinafter referred to as "SPFR"). Together, Town and SPFR shall be collectively referred to as the "Parties." The Parties hereby agree as follows:

PREMISES. Town, in consideration of the lease payments provided in this Lease, hereby leases to ~~County~~ SPFR the real property at 201 Center St W, Eatonville, WA 98823 known commonly as the "Fire Station 84" (the "Premises"), as depicted on attached **Exhibit A**, and as legally described in the attached **Exhibit B**.

TERM/RENEWAL. The lease term will be for one (1) year beginning January 1, 2026~~6~~7, and terminating on December 31, 2026~~6~~7 ("Term"), unless extended. The lease may be extended for ~~two~~one (~~2~~1) additional one-year terms with the agreement of the Parties at the anniversary date, with an automatic 3% escalator for each renewal period.

This Lease may be terminated by either party, after the initial twelve (12) months of the Term, upon ninety (90) days' advance written notice of termination.

1. **LEASE PAYMENTS.** SPFR shall pay to Town the following amounts for annual rent each year of this Lease:

   YEAR 1: $~~39,840.00~~ 41,035/year; $~~3,320~~ 3,419.58/Month

   Lease payments shall be paid in monthly installments of not less than One-Twelfth (1/12) of the annual rent amount and shall be paid and delivered to Town on or before the first day of each month. Lease payments shall be made to the Town at P.O. Box 309, Eatonville, Washington 98328, which address may be changed from time to time by the Town pursuant to the notice provisions in this Lease.

2. **SECURITY DEPOSIT.** There will be no charge for a security deposit.

3. **POSSESSION.** SPFR shall be entitled to possession on the first day of the Term of this Lease and shall yield possession to Town at the termination of this Lease and/or any extension thereof. SPFR shall remove its goods and effects and peaceably yield up the Premises to Town in as good a condition as when delivered to SPFR, ordinary wear and tear accepted.

4. **EXCLUSIVITY/USE.** Town hereby gives SPFR the right to use the Premises for purposes of providing a full fire and emergency medical response service from within the Town of Eatonville.

   SPFR acknowledges that in exchange for full fire and emergency response to Town properties, the Town has discounted the lease amount in proportion to what the Town would otherwise pay SPFR in millage for these services to Town properties.

5. **PROPERTY INSURANCE.** Town and SPFR shall each maintain appropriate insurance for their respective interests in the Premises (which may be satisfied through self-insurance) and property located on the Premises. Town shall be named as an additional insured in any such policies. ~~County~~ SPFR shall deliver appropriate evidence to Town as proof of its intention to self-insure or that adequate insurance is in force issued by companies reasonably satisfactory to Town. Town shall receive advance written notice from the insurer prior to any termination of such insurance policies. SPFR shall also maintain any other insurance which Town may reasonably require for the protection of Town's interests in the Premises. SPFR is responsible for maintaining casualty insurance on its own property.

6. **LIABILITY INSURANCE.** SPFR shall maintain liability insurance (which may be satisfied by proof of self-insurance) on the Premises in a total aggregate sum of at least one million dollars. SPFR shall deliver appropriate evidence to Town as proof of its intention to self-insure or that adequate insurance is in force issued by companies reasonably satisfactory to Town. Town shall receive advance written notice from the insurer prior to any termination of such insurance policies.

7. **MAINTENANCE, UTILITIES AND SERVICES.** Town shall maintain the building in which the leased Premises are situated, including its roof, walls, foundation and structural components, its public and common areas, such as lobbies, stairs, corridors and rest rooms, the land on which the building is situated including public and common areas such as the parking lot and landscaped areas, the heating and air conditioning systems; pipes and outside pipe drains and other conduits, and electrical wiring and conduits in good order and condition except for damage occasioned by the act or omission of SPFR, the repair of which damage shall be paid for by SPFR.

8. **TAXES.** Town shall be responsible for all taxes, if any, assessed to the Property and the leased Premises.

9. **DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of SPFR's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty (60) days after the occurrence of the destruction, and if the cost of repair is less than $50,000.00, Town shall repair the premises. Lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered unusable. However, if the damage is not repairable within sixty (60) days or if the cost of repair is greater than $50,000.00, or if Town is prevented from repairing the damage by forces beyond Town's control, or if the Property is condemned, this Lease shall terminate upon twenty (20) days' written notice of such event or condition by either Party and any unearned rent paid in advance by SPFR shall be apportioned and refunded to it. SPFR shall give Town immediate notice of any damage to the Premises.

10. **DEFENSE/INDEMNIFICATION.** SPFR shall defend, indemnify and save harmless the Town, its officers, employees and agents from any and all costs, claims, judgments, or awards or damages, arising out of the use of the Premises by the SPFR or its agents,

employees, or invitees. Separately, SPFR agrees to indemnify Town for any property damage to the Premises except when such damage is caused by the negligent acts or omissions by any employee, official, or volunteer of the Town operating in the course and scope of employment.

11. **DEFAULTS.** SPFR shall be in default of this Lease if SPFR fails to fulfill any Lease obligation or term by which SPFR is bound. Subject to any governing provision of law to the contrary, if SPFR fails to secure any financial obligation within five (5) days, (or any other obligation within ten (l0) days) after written notice of such default is provided by Town to SPFR, Town may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Town's right to damages. In the alternative, Town may elect to cure any default and the cost of such action shall be added to SPFR's financial obligations under this Lease. SPFR shall pay all costs, damages and expenses (including reasonable attorney fees and expenses) suffered by Town by reason of SPFR's defaults. All sums of money or charges required to be paid by SPFR under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this Paragraph are accumulative in nature and are in addition to any other rights afforded by law.

12. **LATE PAYMENTS.** For any payment that is not paid within ten (10) days after its due date, SPFR shall pay a late fee of $500.00.

13. **CUMULATIVE RIGHTS.** The rights of the Parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

14. **NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by U.S. mail, postage prepaid, addressed as follows:

TOWN

Town of Eatonville
Attention: Mayor or Town Administrator
P.O. Box 309
Eatonville, Washington 98328

SOUTH PIERCE FIRE AND RESCUE

Kathy Kadow, Board Chair
PO Box 898
~~129 Mashell Ave N~~
Eatonville, WA 98328

Such addresses maybe changed from time to time by any Party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after being postmarked. Either Party may consent to electronic notice, by first providing written notice under the provisions of this section.

15. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Washington. Any civil action to enforce the provisions of this Lease shall be litigated in the Pierce County Superior Court.

16. **ENTIRE AGREEMENT.** This Lease Agreement contains the entire agreement of the Parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment, pursuant to authority vested by the appropriate governing body.

17. **SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. **WAIVER.** The failure of either Party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

19. **EFFECTIVE DATE.** The Effective of this Lease shall be the date SPFR's representative has signed this Lease.

TOWN OF EATONVILLE, a Washington non-profit corporation:

By: _____
Printed Name: Emily McFadden
Title: Mayor of Eatonville
Date: _____

SOUTH PIERCE FIRE & RESCUE, a political subdivision of the state of Washington:

By: _____
Printed Name: Kathy Kadow
Title: SPFR Board Chair
Date: _____

EXHIBITS

Exhibit A

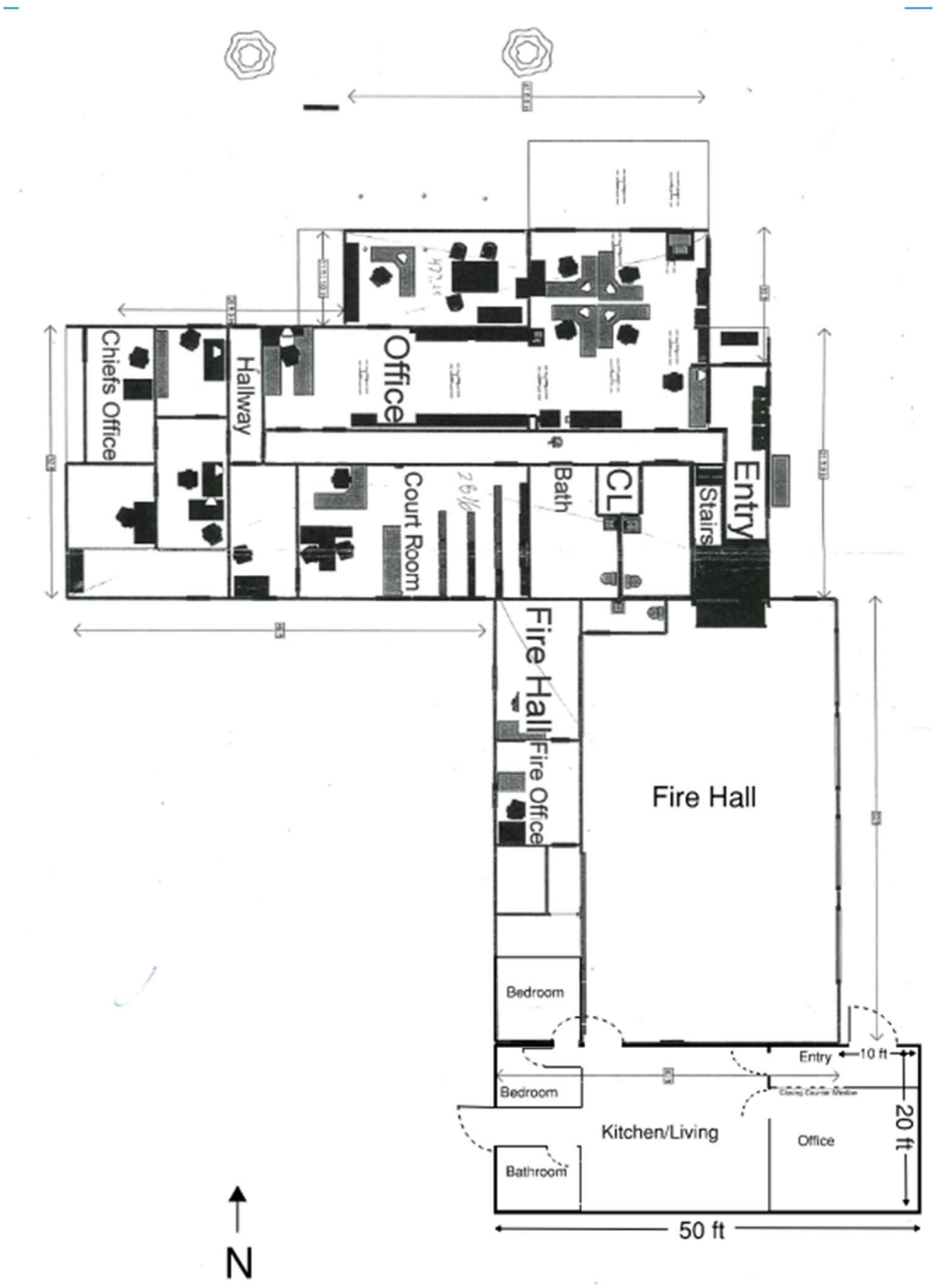


EXHIBIT B

(Legal Description of Subject Property)

TAX PARCEL 3605002160, 3605002171
201 Center S. West., Eatonville, WA 98328
110 Rainier Ave N, Wa 98328

Section 14 Township 16 Range 04 Quarter 34 EATONVILLE PARCEL A OF ROS FOR BLA 2013-11-16-5002 DESC AS L 1 & 2 B 28 DC00313295 2/22/13 JP

And;

Section 14 Township 16 Range 04 Quarter 34 EATONVILLE PARCEL B OF ROS FOR BLA 2012-11-16-5002 DESC AS L 3 B 28 TOG/W N 31.79 FT OF L 4 B 28 OUT OF 217-0 & 218-0 SEG 2013-0298 2/22/13 JP