

**AGREEMENT BETWEEN THE CITY OF RENTON AND THE RENTON REGIONAL FIRE AUTHORITY  
CLARIFYING THE PARTIES RESPONSIBILITIES FOR DEVELOPING FIRE STATION #15**

THIS AGREEMENT dated the 30<sup>th</sup> day of October, 2018, is between the City of Renton, a Washington municipal corporation (the "City"), and the Renton Regional Fire Authority, a Washington municipal corporation ("RRFA") (collectively, the City and the RRFA are the "Parties").

**RECITALS**

1. In 2016, voters approved the Regional Fire Authority Plan ("the Plan"). The Plan approved the creation of the RRFA and committed the City and RRFA to certain cost sharing arrangements. The Plan requires the City to build the RRFA a new fire station, referred to as Fire Station 15. With regard to cost sharing, the Plan provides as follows:

1.1. The cost of developing of Fire Station 15, including all costs such as survey, design, permit, construction and any associated activities required to bring the station to operational status, in an amount not to exceed \$5.5 million. The cost is based on a 2015 estimate and shall be adjusted by the Seattle Area Construction Cost index as published by Engineering News Record (ENR.COM) annually thereafter until the project construction bid is awarded.

1.2. The cost of furnishing and equipping Fire Station 15 is not to exceed \$1 million.

2. The City has awarded the bid for Fire Station 15. The RRFA approved the plans for Fire Station 15 in advance of the bid being awarded. The City and the RRFA desire to enter into this Agreement for the purposes of setting forth the responsibilities and requirements of the Parties with regard to Development of Fire Station #15.

NOW, THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

**AGREEMENT**

**I. ADOPTION OF RECITALS**

The foregoing recitals are adopted and incorporated herein as terms of this Agreement.

**II. SPECIFIC TERMS OF THIS AGREEMENT**

**A. Property.**

The City owns an undivided parcel commonly known as 1404 N 30<sup>th</sup> St, Renton, WA (the "Property"), as legally described in **Exhibit A**, which is attached and incorporated herein by reference. The City will be constructing Fire Station 15 on the southerly portion of the

parcel and a City owned water reservoir and related utility project on the northerly portion of the parcel. Prior to transfer of Fire Station 15 to the RRFA, the City will complete a subdivision of the property to retain a portion of the property for City purposes and transfer to the RRFA only that portion of the property necessary to support Fire Station 15. Easements will be reserved to allow the RRFA and City to share use of a portion of the property for compatible purposes.

**B. Project - Fire Station 15.**

The City will be constructing Fire Station 15 on the southerly portion of the Property (the "Project") and a City owned water reservoir and related utility project on the northerly portion of the Property. The Project will be completed in two phases. The first phase of the Project will include construction of the building and the front driveway sufficient to allow initial operation of Fire Station 15. The first phase will not provide access to a rear parking lot or rear garage doors.

The second phase of the Project, including the paving for the rear parking lot curbing and west driveway, RRFA parking lot striping, and associated lighting and landscaping will be completed in conjunction with the City's water utility project. The current Site Plan and Site Sequencing Plan for the Project is attached and incorporated herein for reference purposes as **Exhibit B**. Area 1, as labeled on the Site Sequencing Plan, will be developed in the Project's first phase by the City's Facilities Division in the Community Services Department. Area 2, as labeled on the Site Sequencing Plan, will be completed in the second phase by the City's Utilities Division of the Public Works Department in conjunction with its water reservoir project.

The City and RRFA collaborated in the design of Fire Station 15, including the Site Sequencing Plan.

**C. City Costs.**

1. The City will initially pay the costs of developing Fire Station 15, including but not limited to all planning, site, groundwork, and building costs including survey, design, permit, construction and any associated activities required to bring the station to operational status and such that Fire Station 15 and the subdivided portion of the property may be transferred to the RRFA's ownership ("Development Costs"). The contemplated Development Costs include but are not limited to those items described in the attached **Exhibit C**, which is incorporated herein by this reference. Costs of developing the second phase of the Project, constructed as part of the City's water reservoir project as described above and generally depicted as occurring in Area 2 in the Site Sequencing Plan, will not count as Development Costs, unless otherwise specified herein.

2. The City's ultimate responsibility for Development Costs shall not exceed the sum of \$5,671,809, including applicable sales tax ("City's Maximum Development Costs"). Any Development Costs exceeding the City's Maximum Development Costs shall be reimbursed by the RRFA as set forth herein. The City shall use reasonable efforts to obtain RRFA input prior to making decisions that generate RRFA Costs. If the total Development Costs are less than the City's Maximum Development Costs, the City shall retain such savings and the City has no obligation to share those savings with the RRFA.

3. The RRFA shall have the right to attend all regularly scheduled construction meetings. The City shall notify the RRFA representative by email of any non-regularly scheduled meetings at which changes to the plans are to be discussed so that RRFA personnel have an opportunity to attend such meetings.

4. Separate from Development Costs, the City will pay up to one million dollars (\$1,000,000), including applicable sales tax, to furnish and equip Fire Station 15 ("City's Maximum Furnishing Costs"). The City's payment may be through direct purchases or reimbursement to the RRFA. Furnishings shall be selected or approved in writing in advance by the RRFA and may include furniture, fixtures, or other equipment to be used in Fire Station 15 ("FF&E"). The contemplated FF&E Costs include but are not limited to those described in the attached **Exhibit C**.

5. If the total FF&E costs are less than the City's Maximum Furnishing Costs, the City shall remit the remainder of the \$1,000,000 to RRFA. The City will not pay for or advance any furnishing costs that cumulatively exceed the City's Maximum Furnishing Costs.

**D. RRFA Costs.**

1. Except for as otherwise provided herein, the RRFA agrees to pay for or reimburse the City for all Development Costs that exceed the City's Maximum Development Costs. This specifically includes any Development Costs that arise out of change orders or other Development Costs that may have been unexpected or unplanned at the time Fire Station was designed or put out for bid. As Development Costs are incurred that exceed the City's Maximum Development Costs, the City will invoice the RRFA and the RRFA will pay such invoices within 45 days of receipt.

2. The RRFA is solely responsible for all FF&E costs that exceed the City's Maximum Furnishing Costs.

**E. Shared Development Costs**

1. The cost of parking lot light fixtures that will be purchased as part of the phase 1 Community Services Project and installed by the water utility as part of its project shall be chargeable as Development Costs for purposes of determining the City's Maximum

Development Costs. However, installation of such lighting shall not be chargeable as Development Costs.

2. Any costs added to the City water utility's reservoir project at the request of the RRFA or for the sole benefit of the RRFA, beyond the scope of the City's project site plans for the project as set forth in attached Exhibit B, shall be paid for by the RRFA, within 45 days of receipt of invoice from the City, unless otherwise agreed by the parties.

**E. Property Transfer and Occupation.**

1. The City will transfer title to Fire Station 15 and the underlying subdivided property only after all City costs exceeding the City's Maximum Costs are reimbursed and the property has been subdivided.

2. Upon completion of the first phase of the Project, the City intends to provide the RRFA a temporary license to occupy Fire Station 15 provided a temporary occupancy permit has been issued and the RRFA is current on all reimbursement obligations herein. The RRFA will be responsible for insuring Fire Station 15 and all contents therein upon it being given a license to occupy the station. During the temporary license period, the RRFA will not have access to Area 2 in the Site Sequencing Plan. The City will coordinate with the RRFA to provide agreed temporary parking solutions, which may include adding dedicated on-street parking, and modifying the previously approved development plans to delay on site landscaping and construct temporary parking in place of such landscaping. Costs incurred to provide agreed temporary parking solutions and restoration/installation of landscaping in place of temporary parking shall count towards the City's Maximum Costs. City will pay for the cost of such agreed temporary parking solutions up to, but not to exceed, the City's Maximum Development Costs.

3. The City intends to transfer ownership of Fire Station 15 to the RRFA after the Project and the City's coordinated water reservoir project is complete and the Property has been subdivided. Transfer of ownership to the RRFA shall be by quit claim deed with no warranties and with easements reserved, or joint ownership agreements negotiated, as necessary to support the RRFA and City's continued coordinated joint use of Area 2, as labeled in the Site Sequencing Plan. As a condition of property transfer and upon the RRFA's acceptance of the property, the RRFA will release the City from all ongoing liability and responsibility to RRFA with respect to the development of Fire Station 15 or the ongoing maintenance thereof.

4. The RRFA may choose to obtain and pay for a buyers' title policy prior to accepting transfer of the property.

5. The City agrees to clean the exterior of Station 15 at the conclusion of the Phase 2 at the City's cost.

### III. GENERAL TERMS

- A. This Agreement may only be amended in writing, and any amendment shall become effective only when the governing body of each party has approved a written amendment or addendum to this Agreement.
- B. This Agreement shall remain in effect until all projects are complete, the subdivision of the property is finalized, and the City has transfer ownership of Fire Station 15 and property with easements to RRFA with full RRFA release to the City, and the RRFA has fully paid for any costs due and owing to the City.
- C. Time is of the essence for each and all of this Agreement's provisions in which performance is a factor.
- D. If either party fails to reimburse the other party by the time required in this Agreement, interest on the overdue amounts shall accrue and be paid at a rate of 2.5% per annum.
- E. Each party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement. Any lawsuit or legal action brought by any party to enforce or interpret this Agreement or any of its terms or covenants shall be brought in the King County Superior Court for the State of Washington at the Maleng Regional Justice Center in Kent, King County, Washington, or its replacement or successor. No lawsuit may be filed until the complaining provides no less than 60 days written notice of its intent to file a lawsuit and only after attempting in good faith to negotiate a resolution and allow the other party to cure the perceived default.
- F. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.
- G. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.
- H. Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than the Parties, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Parties and no one else.

#### IV. INDEMNIFICATION AND HOLD HARMLESS/INSURANCE

- A. Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of its breach of this Agreement or any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement or any portion thereof is not enforceable.
- B. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.
- C. Insurance.  
Each party shall carry and maintain insurance coverage as described below. Coverages shall be written with an insurance carrier admitted in the State of Washington.

General. Automobile, and Director & Officer Liability Insurance:

Coverage for damages caused resulting in personal injury, property damage or advertising liability shall be provided. Coverage shall be in an amount not less than five million dollars (\$5, 000,000) per Occurrence.

The insurance policies of each party shall name the other party and its officials, officers, employees, and volunteers, who are acting within the scope of this Agreement as additional insureds for any and all actions taken by each party, its officials, officers, employees, and volunteers in the scope of their duties pursuant to this Agreement.

#### V. NOTICE

All communications, including notices, regarding this Agreement shall be sent to the Parties' representatives at the addresses listed below:

The City's representative shall be and notices shall be sent to:

Robert Harrison, Chief Administrative Officer  
1055 Grady Avenue South  
Renton, WA 98057  
425.430.6500

The RRFA's representative shall be and notices shall be sent to:

Fire Chief  
24611 116th Ave SE.

Renton, WA 98030  
425.430.7000

Any written notice shall become effective upon (a) personal service or (b) three (3) business days after the date of mailing by registered or certified mail and first-class mail, and shall be deemed sufficiently given if sent to the address stated in this Agreement, or to such other address as may be specified in writing by a party. Either party may change its representatives by notifying the other in writing.

**XII. ENTIRE AGREEMENT**

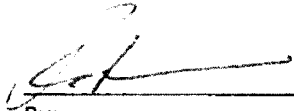
The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both Parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default.

**XIII. COUNTERPARTS**

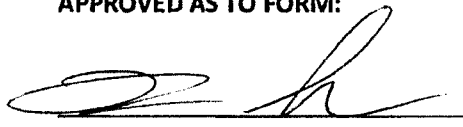
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS, the Parties below execute this Agreement, which shall become effective on the last date entered below.

**RENTON REGIONAL FIRE AUTHORITY**

  
\_\_\_\_\_  
By:  
Its: Fire Chief  
Dated: 10/29/2018

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Brian Snure  
Attorney for RRFA

CITY OF RENTON

Denis Law

By: Denis Law

Its: Mayor

Dated: 10/30/18

Attest

Jason Seth 10/30/18

Jason Seth

Renton City Clerk

APPROVED AS TO FORM:

Shane Moloney

Shane Moloney, City Attorney





**EXHIBIT A**

**LEGAL DESCRIPTION (OF ENTIRE PROPERTY)**

TRACT 38 OF HILLMAN'S LAKE WASHINGTON GARDEN OF EDEN ADDITION TO SEATTLE NO. 1,  
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 63, RECORDS OF  
KING COUNTY, WASHINGTON;  
EXCEPT THE EAST 100 FEET THEREOF;  
SITUATE IN THE CITY OF RENTON, COUNTY OF KING, STATE OF WASHINGTON

King County Assessor's Tax Parcel No. 3342103245



**EXHIBIT B**

**Site Notes**

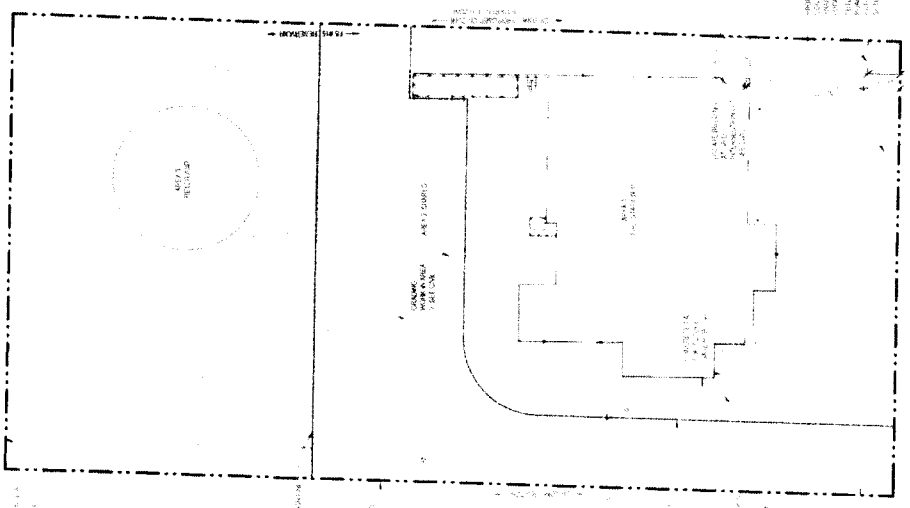
1. Construction limits, utility elevations, grades and site utilities provided for reference only. See Civil drawings.
2. Provide schedule for retention only. See Civil and Landscape drawings.
3. Refer to Civil drawings for pavement striping patterns & signage. Refer to Landscape drawings for site plan details.
4. Landscaping indicated for reference only. See landscape drawings.
5. Electronic site utilities described for reference only. See Electrical drawings.
6. Comply with City of Renton requirements for all Work in ROW.
7. Provide construction fence at limits of construction to secure site. Minimum fence height shall be six feet. Provide gates at:
  8. Field verify all relevant existing conditions and dimensions prior to the start of Work. Notify Architect immediately if any
  9. Project all existing conditions to remain on site and adjacent to Work area. Notify Architect of any change to existing conditions to remain and restore or replace to original condition.
  10. Protect all existing conditions to remain.
  11. Confirm locations of adjacent overhead utilities and protect all
  12. Coordinate sequencing with drawings from all trades. All work shown in Area 1 is in the contract. Refer to sheet reads for work in Area 2 that is in the contract. No work in Area 3 is in the contract.

**Site Plan Legend**

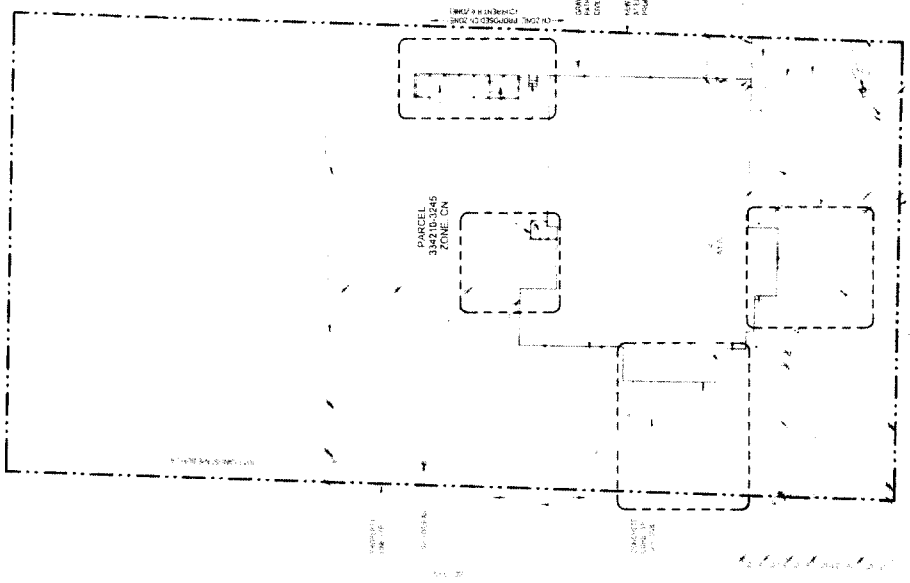
- PROPERTY LINE
- - - - - EXISTING TOPO LINES - SEE SURVEY
- UTILITIES - SEE CIVIL
- NON-PERMEABLE CONCRETE PAVING - SEE CIVIL
- PERMEABLE CONCRETE PAVING - SEE CIVIL
- ASPHALT PAVING - SEE CIVIL

**Site Section - Plan Level**

- AREA SEPARATION LINES
- AREA 1 - FIRE STATION IS AREA OF WORK
- AREA 2 - WORK SCOPE SHARED BETWEEN FIRE STATION & RESERVOIR
- AREA 3 - INCURSED WITHIN PROJECT



NORTH 30TH STREET



NORTH 30TH STREET

## EXHIBIT C

### 1. Examples of Development Costs Attributable towards the City's Maximum Development Costs (\$5,671,809 total)

#### Professional Services:

- Architect
- Civil Engineer
- Landscape Architect
- Cost Estimating
- Signage
- Commissioning

#### Miscellaneous:

- Land Use Permitting
- Meetings and Presentations
- Construction Administration
- Site Structural
- Geotechnical
- Record Drawings
- Reimbursable Expenses
- Testing and Inspections

#### Other Development Costs:

- Construction
- HVAC and other fixtures necessary to operate building
- Project Management (including City staff assigned to project)
- Public Art
- Permits, Building
- Permits, Civil
- Plan Check
- Printing
- Installed Signage
- Project redesign and construction related to accommodation of temporary parking during Phase 2

#### Miscellaneous installed items:

- Dishwasher
- Range Hood
- Range
- Compressor
- Fire Extinguishers
- Fire Extinguisher Cabinets

- Garbage Disposal
- Hose Reels
- Marker boards
- Roller Shades
- Soap Dispensers
- Tack boards
- Water Heater
- Wall Mirror
- Parking lot light fixtures

**2. Examples of FF&E: (\$1,000,000 total)**

**Furniture:**

- Tables
- Chairs
- Couches
- Beds/mattresses
- Dressers
- Televisions
- Lamps

**Appliances:**

- Washing machine/dryer
- Refrigerator
- Microwave
- Dryer Cabinet, Gear
- Extractor
- Fireproof Cabinet
- Hose Drying Rack
- Pull-Up Bar
- Soap Container

**IT hardware that is not fixed to the building:\***

- Computers
- Monitors
- Printers
- Telephones
- Racks
- Servers
- Switches
- Alerting

**\*Note:** *IT Services for RRFA are currently covered under ILA CAG-16-116 between the City and the RRFA, Exhibit 2, section 4.b. "Unique Support Service Requests" and section 5. "Additional Staff Service Cost." If the RRFA is going to require IT services and support for FS 15 there will be additional support and services costs that will need to be addressed in ILA CAG-16-116 and not as part of the "project" cost associated with this agreement.*

**Fitness equipment including any costs associated with dedicated circuit electrical requirements.**

**AED equipment for the facility.**

**Smoke & carbon monoxide detectors.**

**Fire Engine/truck.**

Enduris  
**EVIDENCE OF COVERAGE**

**INSURED/PARTICIPANT:**

Renton Regional Fire Authority  
1055 S Grady Way  
Renton, WA 98057

**MEMORANDUM#: 2019-00-625**

**EFFECTIVE: September 1, 2018 through August 31, 2019**

*This is to certify that the Memorandum of Coverage has been issued to the Insured/Participant for the period indicated.*

**CERTIFICATE HOLDER:**

City of Renton  
1055 Grady Avenue South  
Renton, WA 98057

*The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.*

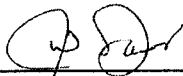
COVERAGE:	PER OCCURRENCE LIMIT	AGGREGATE LIMIT
<b>COMPREHENSIVE GENERAL LIABILITY</b>	<b>\$5,000,000</b>	<b>\$5,000,000</b>
<i>Professional Liability</i>	\$5,000,000	\$5,000,000
<i>Personal Liability</i>	\$5,000,000	\$5,000,000
<i>Products – Complete Operation</i>	\$5,000,000	\$5,000,000
<b>AUTO LIABILITY</b>	<b>\$5,000,000</b>	<b>\$5,000,000</b>
<i>Combined Single Limit; Hired and Non-Owned; Temporary Substitute</i>	\$5,000,000	\$5,000,000
<b>CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY</b>	<b>N/A</b>	<b>N/A</b>
<i>Per Occurrence Aggregate</i>	N/A	N/A
<b>PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY</b>		
<i>Property</i>	N/A	N/A
<i>Mobile Equipment</i>		
<b>AUTOMOBILE PHYSICAL DAMAGE</b>	<b>N/A</b>	<b>N/A</b>
<b>OTHER COVERAGE: PUBLIC OFFICIALS E&amp;O</b>	<b>\$5,000,000</b>	<b>\$5,000,000</b>

**CANCELLATION:**

Should any of the above described coverage be cancelled before the expiration date of thereof. Notice will be delivered in accordance with the provisions of the MOC.

**MEMO:**

The City of Renton, its officials, officers, employees, and volunteers who are acting within the scope of this Agreement is an additional covered party in respects to the Agreement between the City of Renton and the Renton Regional Fire Authority clarifying the parties responsibilities for developing Fire Station #15.



Authorized Representative  
October 26, 2018



**ADDENDUM B**

**ENDURIS AND ITS MEMBERS**

**MEMORANDUM OF COVERAGE**

It is agreed that the “Covered Party, Covered Persons or Entities” provision is amended to include any person or entity to whom the member is obligated by virtue of a contract to provide insurance with respect to coverage afforded by this Memorandum. Said person or entity shall be covered only to the extent of such obligation of the covered party, and then only with respect to operations by or on behalf of the covered party, or of facilities of the covered party, or of facilities used by the covered party.

This policy will not insure or defend any claims for liabilities arising out of the sole fault, negligence or omission of the Additional Covered Party.

Coverage provided under this addendum is limited to the lesser of the limits stated on the Declaration page, or the minimum of coverage required in the contract.

This addendum requires written approval from Enduris.

It is further agreed that nothing herein shall act to increase Enduris' Limit of Liability.

This addendum is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown on the attached Evidence of Coverage. All other terms and conditions remain unchanged.