



**AGREEMENT WITH RRFA FOR PSERN RADIO TESTING
SERVICES BY THE CITY OF RENTON ~~CAG 24 001~~**

THIS AGREEMENT, dated for reference purposes only as February 1, 2024, is by and between the City of Renton (the “City”), a Washington municipal corporation, and Renton Regional Fire Authority (the “RRFA”), a Washington municipal corporation. The City and the RRFA are referred to collectively in this Agreement as the “Parties.” Once fully executed by the Parties, this Agreement is effective as of the last date signed by both Parties.

1. **Scope of Work:** The City agrees to provide the RRFA with Puget Sound Emergency Radio Network “PSERN” radio testing (referred to hereafter as the “Work”) in Exhibit A attached, which is incorporated herein by this reference, for a full description of the Work.
2. **Changes in Scope of Work:** The Parties, without invalidating this Agreement, may make changes to the Work consisting of additions, deletions or modifications. Any such changes to the Work and compensation shall be agreed to by the Parties in writing.
3. **Time of Performance:**
 - A. **Schedule for Performance.** The City will complete performance of the Work starting upon execution of this Agreement unless a separate schedule is agreed to in writing or specified in Exhibit A, the Scope of Work, in Section 1 of this Agreement.
 - B. **Term of Agreement.** This agreement shall terminate on March 31, 2025, unless this date is extended by written amendment to this Agreement.
4. **Compensation:**
 - A. **Rate of Compensation.** Compensation shall be paid by the RRFA to the City for Work actually performed as follows:
 - Per Radio Tested:** \$35 per radio test.
 - Per Hour Technician Time to travel to RRFA Stations and Test Radio:** \$80 per hour.

*Note this rate is for regular time and not overtime. The City will not incur over-time for RRFA radio service.

The estimated number of RRFA PSERN radios = 221.

The estimated number of RRFA stations with PSERN radios to test = 7.

The Parties agree that any hourly or flat rate charged for Work shall remain locked at the negotiated rate(s) for the term of this Agreement unless otherwise agreed to in writing and will likely be adjusted if the term of the agreement is extended.

The City will track the per radio cost and the technician's time cost and provide a billing invoice to the RRFA.

- B. Method of Payment. On a monthly or no less than quarterly basis during any quarter in which Work is performed, the City shall submit a voucher or invoice in a form approved by the City, including as may be applicable a description of what Work has been performed, and any flat rate and hourly labor charge rate for such Work and personnel. The City shall also submit a final bill upon completion of all Work. Payment shall be made by the RRFA for Work performed within thirty (30) calendar days after receipt and approval by the appropriate City representative of the voucher or invoice.
- C. Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the RRFA shall provide written notice to the City and terminate all requested testing services for which there are insufficient funds allocated or appropriated. The RRFA shall pay for any testing services provided under this Agreement however, the RRFA shall not be obligated to make payments for Work or amounts incurred after the end of the current fiscal period, or after the written notice termination date and this Agreement will terminate upon the completion of all remaining Work for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

- 5. Notices and Contract Administration: Any notice required under this Agreement (e.g., notices of termination or insurance cancellation) shall be in writing, delivered by personal service or certified mail, with return receipt requested, to the Required Notice Contact(s) identified below. Required notices shall include a copy of the Agreement, the City's CAG number assigned to the Agreement, and clearly identify the Parties and the date referenced in the first paragraph of this Agreement.

A copy of the required notice shall also be provided to all email addresses identified for both Parties in this Section, including those listed as the required notice contact and contract project manager. Required notices shall be deemed received upon the date of personal delivery, the date the USPS confirms delivery, or the date courtesy emailed notice is acknowledged as received by the required notice email contact address, whichever occurs first. If a Party first makes reasonable attempts to deliver a required notice by one of the alternative delivery methods without a successful confirmed



delivery, the required notice will be deemed received three (3) days after it is mailed by regular first-class mail and emailed to all below-listed email addresses along with the last known email address used by the receiving Party to communicate regarding the contract.

Communication regarding contract administration that does not include a notice required by this Agreement may be done through the Parties' project managers using the contact information provided below.

CITY OF RENTON

Required Notice Contact:

City Clerk
Attn: Formal Contract Notice
1055 South Grady Way
Renton, WA 98057
Cityclerk@rentonwa.gov
legaladmin@rentonwa.gov

RENTON REGIONAL FIRE AUTHORITY

Required Notice Contact:

Mark Seaver
18002 108th Ave SE
Renton, WA 98055
mseaver@rentonrfa.org

Communication regarding contract administration that does not include the required notice may be done through the Parties' project managers using the contact information provided below.

Contract Project Manager:

Eric Cutshall
ecutshall@rentonwa.gov
(425) 430-7423

Contract Project Manager:

Mark Seaver
mseaver@rentonrfa.org
(425) 276-9502

6. Termination:

- A. Either Party reserves the right to terminate this Agreement at any time, with or without cause by giving thirty (30) calendar days' notice to the other Party in writing. In the event of such termination or suspension, all finished documents and reports, or other material prepared by the City pursuant to this Agreement shall be submitted to the RRFA, if any are required as part of the Work.
- B. In the event this Agreement is terminated by the City prior to completion of all Work, the City shall be entitled to payment for all Work performed in accordance with this Agreement, less all payments previously made. This provision shall not prevent the Parties from seeking any legal remedies they may have for the violation or non-performance of any of the provisions of this Agreement. No payment shall be made by the RRFA for any expenses incurred or Work done following the effective date of termination unless authorized in writing by the Parties.



7. **Right To Use Work Product:** The City will perform all Work identified in this Agreement in a professional and workman-like manner and in accordance with all reasonable and professional standards and laws for the type of Work provided in Washington State. The provisions of this section shall survive the expiration or termination of this Agreement.
8. **Record Maintenance:** The Parties shall maintain accounts and records, which properly reflect all direct and indirect costs expended and Work provided in the performance of this Agreement and retain such records for as long as may be required by applicable Washington State records retention laws, but in any event no less than six (6) years after the termination of this Agreement. The Parties agree to provide access to, and copies of, any records related to this Agreement as required by the other Party to audit expenditures and charges and/or to comply with the Washington State Public Records Act (Chapter 42.56 RCW). The provisions of this section shall survive the expiration or termination of this Agreement.
9. **Public Records Compliance:** To the full extent a Party determines necessary to comply with the Washington State Public Records Act, the other Party shall make a due diligent search of all records in its possession or control relating to this Agreement and the Work, including, but not limited to, e-mail, correspondence, notes, saved telephone messages, recordings, photos, or drawings and provide them to the other Party for production. In the event the other Party believes said records need to be protected from disclosure, it may, at its own expense, seek judicial protection. The Parties shall indemnify, defend, and hold harmless the other Party for all costs, including attorneys' fees, attendant to any claim or litigation related to a Public Records Act request for which the other Party has responsive records and for which the other Party has withheld records or information contained therein, or not provided them to the other Party in a timely manner. Each Party shall produce for distribution any and all records responsive to the Public Records Act request in a timely manner, unless those records are protected by court order. The provisions of this section shall survive the expiration or termination of this Agreement.
10. **Independent Contractor Relationship:**
 - A. The City is retained by the RRFA only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the City and the RRFA during the period of the Work shall be that of an independent contractor, not employee. The City, not the RRFA, shall have the power to control and direct the details, manner or means of Work. Specifically, but not by means of limitation, the City shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work or where scheduling of attendance or performance is mutually arranged due to the nature of the Work. The City shall retain the right to designate the means of performing the Work covered by this Agreement, and the City



shall be entitled to employ other workers at such compensation and such other conditions as it may deem proper, provided, however, that any contract so made by the City is to be paid by it alone, and that by employing such workers, it is acting individually and not as an agent for the RRFA.

- B. The RRFA shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, providing insurance benefits, training, tools, or materials, or otherwise assuming the duties of an employer with respect to the City or any employee of the RRFA.
 - C. In the event special training, licensing, or certification is required for the City to provide Work, he/she will acquire or maintain such at his/her own expense and, if the City employs, sub-contracts, or otherwise assigns the responsibility to perform the Work, said employee/sub-contractor/assignee will acquire and or maintain such training, licensing, or certification.
 - D. This is a non-exclusive Agreement, and the City is free to provide services to other entities, so long as there is no interruption or interference with the provision of Work called for in this Agreement.
11. **Hold Harmless:** The City agrees to release, indemnify, defend, and hold harmless the RRFA, elected officials, employees, officers, representatives, and volunteers from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties, expenses, attorney's or attorneys' fees, costs, and/or litigation expenses to or by any and all persons or entities, arising from, resulting from, or relating to the negligent acts, errors or omissions of the City in its performance of this Agreement (testing of radios only) or a breach of this Agreement by the City, except for that portion of the claims caused by the RRFA's negligence.

The RRFA agrees to release, indemnify, defend, and hold harmless the City, elected officials, employees, officers, representatives, and volunteers from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties, expenses, attorney's or attorneys' fees, costs, and/or litigation expenses to or by any and all persons or entities, arising from, resulting from, or relating to the negligent acts, errors or omissions of the RRFA in its performance of this Agreement or a breach of this Agreement by the RRFA, except for that portion of the claims caused by the City's negligence.



Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115 (validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate...), then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the RRFA and the City, its officers, officials, employees and volunteers, each Party's liability shall be only to the extent of the Party's negligence.

It is further specifically and expressly understood that the indemnification provided in this Agreement constitutes each Party's waiver of immunity under the Industrial Insurance Act (RCW Title 51), solely for the purposes of this indemnification. The Parties have mutually negotiated and agreed to this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

12. **Gifts and Conflicts:** The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the RRFA shall not give a gift of any kind to City employees or officials. The RRFA also confirms that the RRFA does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in selecting the City, negotiating or administering this Agreement, or evaluating the City's performance of the Work.

13. **Insurance:** Parties shall secure and maintain or provide documentation of adequate self-insurance:
 - A. Commercial general liability insurance in the minimum amounts of \$1,000,000 for each occurrence/\$2,000,000 aggregate for the term of this Agreement.

 - B. In the event that Work delivered pursuant to this Agreement either directly or indirectly involves or requires Professional Services, Professional Liability, Errors and Omissions, coverage shall be provided with minimum limits of \$1,000,000 per occurrence. "Professional Services", for the purpose of this section, shall mean any Work provided by a licensed professional or Work that requires a professional standard of care.

 - C. Workers' compensation coverage, as required by the Industrial Insurance laws of the State of Washington, shall also be secured.

 - D. Commercial Automobile Liability for owned, leased, hired or non-owned, with minimum limits of \$1,000,000 per occurrence combined single limit, if there will be



any use of the RRFA's vehicles on the City's premises by or on behalf of the City, beyond normal commutes.

The Parties will provide the other Party with a Certificate of Insurance of its commercial general liability policy on a non-contributory primary basis. *Either Party to this Agreement may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by RCW 48.62.*

- E. The City's insurance policies shall not be a source for payment of any RRFA liability, nor shall the maintenance of any insurance required by this Agreement be construed to limit the liability of the RRFA to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.
 - F. The Parties shall provide the other Party with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.
- 14. Delays:** The City is not responsible for delays caused by factors beyond the City's reasonable control. When such delays beyond the City's reasonable control occur, the RRFA agrees the City is not responsible for damages, nor shall the City be deemed to be in default of the Agreement.
- 15. Assignment:** Neither the City nor the RRFA shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without a signed amendment to this Agreement.
- 16. Merger, Acquisition, or Name Change:** If either Party is merged with, acquired by another entity, or has a name change, such Party shall provide written notice to the other Party within twenty (20) days of the effective date of such merger, acquisition, or name change. The surviving or acquiring entity shall assume all rights and obligations of such Party under this Agreement, unless otherwise agreed by the Parties in a signed amendment to this Agreement. The new or renamed entity will promptly sign an amendment upon request by the City to document its assumption of all obligations under this Agreement.
- 17. Discrimination Prohibited:** Except to the extent permitted by a bona fide occupational qualification, the Parties agree as follows:
- A. The Party, and Party's agents, employees, representatives, and volunteers with regard to the Work performed or to be performed under this Agreement, shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation or preference, age (except minimum age and retirement provisions), honorably discharged veteran or military status, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational



qualification in relationship to hiring and employment, in employment or application for employment, the administration of the delivery of Work or any other benefits under this Agreement, or procurement of materials or supplies.

- B. The Parties will take affirmative steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, sex, age, sexual orientation, physical, sensory or mental handicaps, or marital status. Such action shall include, but not be limited to the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.
- C. If either Party fails to comply with any of this Agreement's non-discrimination provisions, the other Party shall have the right, at its option, to cancel the Agreement in whole or in part.
- D. Each Party is responsible to be aware of and in compliance with all federal, state and local laws and regulations that may affect the satisfactory completion of the project, which includes but is not limited to fair labor laws, worker's compensation, and Title VI of the Federal Civil Rights Act of 1964, and will comply with City of Renton Council Resolution No. 4085.

18. Other Provisions:

- A. Approval Authority. Each individual executing this Agreement on behalf of the City and RRFA represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the City or RRFA.
- B. Certification Regarding Federal Debarment and Suspension Status. Each Party affirms that neither it nor its principals nor its subcontractors and their principals: (1) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts by any federal department or agency; (2) have within a 3-year period preceding any partially or wholly federally funded contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; been in violation of federal or state antitrust statutes, or been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in (2) above; and, (3) have within a 3-year period preceding an award of any partially or wholly federally funded contract, had one or more



contracts terminated for cause or default by any federal or state agency. Each Party further promises that if it or its principals in the future are debarred or suspended from eligibility of award by the federal government that it shall within three (3) days notify the other Party of such change in status.

- C. Amendment and Modification. This Agreement may be amended only by an instrument in writing, duly executed by both Parties.
- D. Conflicts. In the event of any inconsistencies between RRFA proposals and this Agreement, the terms of this Agreement shall prevail. Any exhibits/attachments to this Agreement are incorporated by reference only to the extent of the purpose for which they are referenced within this Agreement. To the extent a RRFA-prepared exhibit conflicts with the terms in the body of this Agreement or contains terms that are extraneous to the purpose for which it is referenced, the terms in the body of this Agreement shall prevail and the extraneous terms shall not be incorporated herein.
- E. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington and the City of Renton. The Parties and all of their employees shall perform the Work in accordance with all applicable federal, state, county and city laws, codes and ordinances.
- F. Joint Drafting Effort. This Agreement shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one (1) Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution.
- G. Jurisdiction and Venue. 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. The RRFA hereby expressly consents to the personal and exclusive jurisdiction and venue of such court.
- H. Severability. A court of competent jurisdiction's determination that any provision or part of this Agreement is illegal or unenforceable shall not cancel or invalidate the remainder of this Agreement, which shall remain in full force and effect.
- I. Sole and Entire Agreement. This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated are excluded.



- J. Third-Party Beneficiaries. 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.
- K. Binding Effect. The Parties each bind themselves, their partners, successors, assigns, and legal representatives to the other Party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other Party with respect to all covenants of the Agreement.
- L. Waivers. All waivers shall be in writing and signed by the waiving Party. Either Party's failure to enforce any provision of this Agreement shall not be a waiver and shall not prevent either the City or RRFA from enforcing that provision or any other provision of this Agreement in the future. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach unless it is expressly waived in writing.
- M. Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREOF, the Parties have voluntarily entered into this Agreement as of the date last signed by the Parties below.

CITY OF RENTON

By: *Martin Pastucha*
Martin Pastucha (Mar 18, 2024 10:04 PDT)
 Martin Pastucha
 Public Works Administrator
 Date: 03/18/2024

RENTON REGIONAL FIRE AUTHORITY

By: *Steven C Heitman*
Steven C Heitman (Feb 9, 2024 15:07 PST)
 Steven C. Heitman
 Fire Chief
 Date: 02/09/2024

Approved as to Legal Form

By: *Shane Moloney*
 Shane Moloney
 City Attorney

By: *[Signature]*
 Brian Snure
 Renton RFA Attorney



Exhibit A – Scope of Work

CITY OF RENTON RRFA PSERN RADIO TESTING PROJECT SCOPE.

1. PROJECT SCOPE

Scope the City will test RRFA radios identified by the RRFA and provide an excel file to the RRFA the test results of each radio tested. **Radio test and calibration shall include the following:**

Digital Radio Analyzer Test Parameters

- Reference Frequency Align
 - Frequency Error
 - Minimum Limit
 - Maximum Limit
 - Old Softpoint
 - New Softpoint
- Power Detection Calibration
 - Measure Power
 - Target Power
 - Old Softpoint
 - New Softpoint
- TX Power Out Align
 - Power Out
 - Minimum Limit
 - Maximum Limit
- Deviation Balance Align
 - Variance
 - Maximum Limit
 - Old Softpoint
 - New Softpoint
- Deviation Limit Align
 - Deviation
 - Minimum Limit
 - Maximum Limit
 - Old Softpoint
 - New Softpoint
- Distortion Test
 - Distortion
 - Maximum Limit
- Sensitivity (SINAD) Test
 - 12db SINAD
 - Maximum Limit



- Noise Squelch Threshold Test
 - Unsquench
 - Maximum Limit
- Modulation Fidelity Test
 - Modulation Fidelity
 - Max Limit
- Symbol Deviation Test
 - Symbol Deviation
 - Minimum Limit
 - Maximum Limit
- Digital Sensitivity (BER) Test
 - 5% BER
 - Max Limit
- External Microphone Voice Modulation Test
 - Deviation
 - Minimum Limit
 - Maximum Limit

2. SPECIFIC EXCLUSIONS FROM SCOPE

The scope of this project is to test radios only. Radio failures or radios that fail the test shall be the RRFA responsibility to have repaired and not the City's.

The City will not perform any maintenance or repair on the RRFA radios nor will the City be liable for any costs or damages resulting from a failed test, or lack of repairs or maintenance by RRFA.

The City is not responsible for testing any radios that the RRFA fails to identify and provide to the City for an agreed upon testing date.

3. TIMELINE/SCHEDULE

The identified radios will be brought to the City and tested by the at the City agreed upon 2- to 3-week periods during the year.

The City ITS shop will schedule an agreeable day and travel to each RRFA fire station and spend one (1) day at each RRFA station to test radios.

All identified radios must be at the identified RRFA station on the agreed upon scheduled test day. If a radio identified by RRFA to be tested is not at the identified station on the scheduled test day, it is the RRFA's responsibility to take to the radio to the City radio shop located at 3555 NE 2nd ST on another agreed upon and identified test day to have the test completed. The City is not responsible for testing any radios that the RRFA fails to provide for testing on an agreed upon testing date.



All radios and vehicles taken to the City Shop are to be dropped off and picked up by the RRFA at the agreed scheduled times or RRFA may owe storage fees for radios and vehicles not timely picked up by RRFA.

