

**FIRE AND EMERGENCY MEDICAL  
PROTECTION AGREEMENT BETWEEN**

**RENTON REGIONAL FIRE AUTHORITY  
AND  
RENTON TECHNICAL COLLEGE**

This Agreement is made pursuant to RCW 39.34 and entered into between Renton Regional Fire Authority (RFA) a municipal corporation, hereafter referred to as "RFA", and Renton Technical College, an agency of the State of Washington (RTC).

**RECITALS**

1. The RFA is a fire protection RFA organized and operating pursuant to Title 52 RCW with the responsibility to provide fire protection and emergency medical services within its geographical boundaries.
2. Section 6.B.3 of the RFA Plan approved by the voters authorizes the RFA to enter into service contracts with state agencies owning tax exempt properties.
3. RCW 52.30.020 requires state institutions to contract for fire protection and emergency medical services for improved Properties owned by the institution within the boundaries of a RFA.
4. The RFA funds its operations primarily through a property tax levy and a benefit charge.
5. RTC is a Washington state institution of higher education that owns certain tax and benefit charge exempt improvements "Properties" located in the RFA.
6. It is the purpose of this Agreement to provide fire protection and emergency medical services to RTC within the RFA's boundaries; to comply with RCW 52.30.020 regarding RTC-owned Properties; and to comply with chapter 39.34 RCW, the Interlocal Cooperation Act.

**AGREEMENT**

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Effective Date and Termination of Agreement.** This Agreement shall be retroactive to January 1, 2017 to cover services provided from that date forward and shall be automatically renewed on January 1 of each subsequent year unless written notice of termination is given by an authorized agent of the party to the appropriate counter-part prior to the first day of September of the calendar year in which this contract shall terminate.
2. **Services.** The RFA agrees to furnish fire protection and emergency medical services to all RTC Properties located within the RFA and the persons residing, working or visiting within those Properties. Such fire and emergency medical services shall be rendered on the same

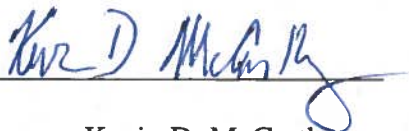
basis as such protection is rendered to other areas within the RFA or with which the RFA has contracts, but the RFA assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous fires or medical aid calls whereby facilities of the RFA are taxed beyond its ability to render equal protection, the officers and agents of the RFA shall have discretion as to which call shall be answered first. The RFA shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls.

3. **Payment for Services.** In consideration for the services provided by the RFA, RTC shall pay to the RFA an Annual Service Charge calculated as follows: The uniform per student rate established by the Chief of the Washington State Patrol through the director of fire protection as published in July of the year prior to the services being rendered as set forth under RCW 52.30.020 times the total student enrollment (part time and full time students) enrolled in RTC on January 1 of each year. For 2017 that cost shall be calculated as follows  $\$1.194918 \times 10,160 = \$12,140$ .
4. **Payment Schedule.** The Annual Service Charge payable by the RTC to the RFA shall be calculated by the RFA and invoiced to the RTC by March 15<sup>th</sup> of each year. The RTC shall pay the full amount invoiced within 30 days of receipt of the invoice.
5. **Dispute resolution.** Representatives of each party shall first address disputes between the parties through discussion and negotiation. Should resolution via this mechanism be unsuccessful, the parties shall agree upon a third party to provide non-binding mediation of the issue prior to institution of litigation. Each party shall bear its own costs.
6. **Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons. Specifically and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.
7. **Notices.** All notices, requests, demands and other communications required by this agreement shall be in writing and shall be deemed to have been given at the time of delivery if personally delivered or three days after mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.
8. **No Separate Entity Created.** This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.
9. **Administration.** Unless the parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. The chief officers of the respective parties shall administer this Agreement jointly.
10. **Property Ownership.** This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by the either party to enable it to perform the services required under this agreement shall remain the property of the acquiring party in the event of the termination of this agreement.

11. **Filing/Web Site. Filing/Web Site.** This Agreement shall either be filed with the County Auditor or by listing on either of the party's websites in accordance with RCW 39.34.040.
12. **Non-Waiver of Breach.** 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.
13. **Assignment.** Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
14. **Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each party.
15. **Entire Agreement.** The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the Exhibits are hereby made part of this Agreement.
16. **Severability.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.
17. **Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**RENTON TECHNICAL COLLEGE**

**RENTON REGIONAL FIRE  
AUTHORITY**

By: 

By: 

Print Name: Kevin D. McCarthy  
Its President

Print Name: Rick Marshall  
Its Fire Chief

DATE: May 18, 2017

DATE: May 18, 2017

**NOTICES TO BE SENT TO:**

Melinda Merrell, VP Admin & Finance  
3000 NE 4<sup>th</sup> Street  
Renton, WA 98056

(425) 235-5846 (telephone)  
(425) 235-7865 (facsimile)

**NOTICES TO BE SENT TO:**

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\_\_\_\_\_  
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(\_\_\_\_) \_\_\_\_\_ (telephone)  
(\_\_\_\_) \_\_\_\_\_ (facsimile)

**APPROVED AS TO FORM:**

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