

RESOLUTION NO. R- 7 -14

A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 2 TO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY FOR FIRE AND EMERGENCY MEDICAL PROTECTION SERVICES TO WASHINGTON STATE UNIVERSITY.

WHEREAS, the City Council for the city of Pullman has before it "Amendment No. 2 to the Interlocal Agreement for Fire Protection Services between Washington State University and City of Pullman" which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, the parties wish to extend the terms of the most recent Agreement to June 30, 2014; and,

WHEREAS, this Council believes it to be in the best interests of the city of Pullman to adopt said Agreement Amendment; now, therefore,

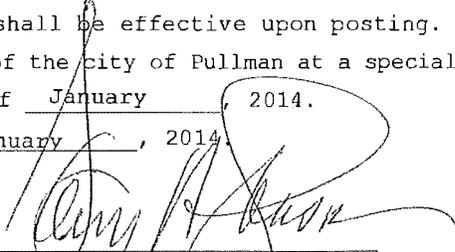
IT IS HEREBY RESOLVED that the Mayor and finance director each are hereby authorized and directed to execute the Agreement Amendment attached hereto as Exhibit "A" and to deliver an executed original thereof to Washington State University.

IT IS FURTHER RESOLVED that the Mayor and finance director are each hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Interlocal Agreement Amendment authorized thereby.

BE IT FURTHER RESOLVED that an executed copy of said Interlocal Agreement Amendment shall be posted on the official Web site of the city of Pullman and shall be effective upon posting.

ADOPTED by the City Council of the city of Pullman at a special meeting held on the 27th day of January, 2014.

DATED this 27th day of January, 2014.



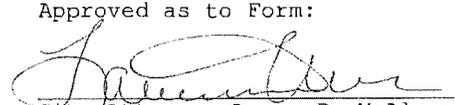
Mayor Glenn A. Johnson

ATTEST:



Finance Director
William F. Mulholland

Approved as to Form:



City Attorney Laura D. McAloon

FILED
JAN 28 2014
CITY CLERK'S OFFICE
PULLMAN WASHINGTON

**AMENDMENT NO. 2
TO THE INTERLOCAL AGREEMENT
FOR FIRE AND EMERGENCY PROTECTION SERVICES
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
CITY OF PULLMAN**

THIS AMENDMENT NO. 2 ("Amendment No. 2") is made and entered into by and between Washington State University, an institution of higher education and agency of the state of Washington (hereafter referred to as "WSU"), and the City of Pullman, a municipal corporation of the State of Washington (hereafter referred to as "City").

RECITALS

WHEREAS, WSU and City previously entered into that certain Interlocal Agreement dated September 15, 2010, (the "Agreement"), to memorialize the terms and conditions under which City would provide to WSU fire and emergency medical protection services;

WHEREAS, the Agreement sets forth a funding formula for the years 2011 and 2012 for WSU to pay an equitable share of the City's cost of providing such services, and contemplates the parties will explore a mutually acceptable revised funding formula for the years subsequent to 2012;

WHEREAS, on or about April 10, 2013, WSU and City executed Amendment No. 1 to the Agreement to extend the Agreement to December 31, 2013, and to address the payment provisions for 2013;

WHEREAS, Amendment No. 1 contemplated that the City would purchase a new fire engine in 2013 and that WSU would make a contribution toward that purchase, but the purchase was not completed in 2013;

WHEREAS, the parties continue to be in the process of drafting a document that will set forth a mutually acceptable revised funding formula; and

WHEREAS, the parties have determined that it is in the best interest of each party to extend the Agreement for an additional six (6) months and to address the payment provisions for 2014, including purchase of and contribution for a new fire truck, while a revision is being negotiated, and to that end, the parties execute this Amendment No. 2.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Term Extended**. Two new sentences shall be added to the end of Section II of the Agreement, as follows:

The parties agree to extend this Agreement from January 1, 2014, to June 30, 2014 ("Second Extension Term"). Notwithstanding anything in the Agreement to the contrary, the parties shall have until the end of the

Second Extension Term to complete a revision to the Agreement for the term subsequent to the end of the Second Extension Term.

2. **Payment for Second Extension Term.** One new sentence shall be added to the end of Section IV, as follows:

For the services provided during the January 1, 2014, to June 30, 2014, Second Extension Term, WSU shall pay the City the same monthly amount as paid for the services in 2013; to wit, six (6) monthly installments of \$70,339.

3. **Contribution for Fire Engine.** The portion of Section IV pertaining to WSU's financial contribution for a new fire engine (which portion was added by Amendment No. 1 to the Agreement) shall be amended, as follows (addition is in underline, deletion in ~~strike through~~):

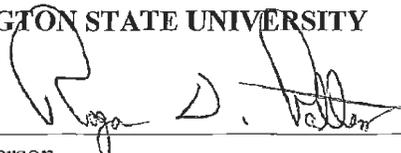
Additionally, WSU will contribute the following amount to the purchase of a new fire engine by the City in 2014~~3~~: \$43,875, or twenty percent (20%) of the actual cost of the fire engine, whichever is less.

4. **Other Terms and Conditions Unchanged.** Apart from the previous modifications, the Agreement remains unchanged and in full force and effect. This Amendment No. 2 shall be effective on the last date signed below.

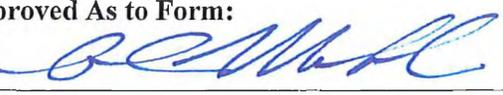
5. **Signatures.** The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Amendment No. 2, the parties agree to all of its terms and conditions.

IT IS SO AGREED.

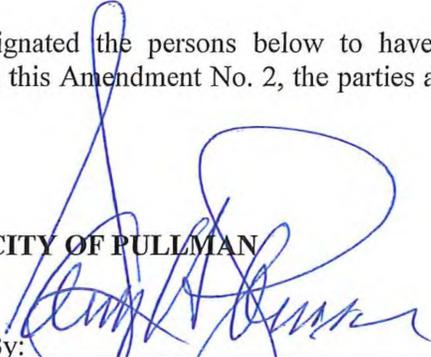
WASHINGTON STATE UNIVERSITY

By: 
Roger Patterson
Vice President of Finance and Administration
Date: 1/13/14

Approved As to Form:

By: 
Adam Malcolm
Assistant Attorney General
Date: 1/9/14

CITY OF PULLMAN

By: 
Glenn A. Johnson
Mayor
Date: 1/27/14

Attest:

By: 
William F. Mulholland
Finance Director
Date: 1/27/14

Approved As to Form:

By: 
Laura D. McAloon
City Attorney
Date: 1/27/14

RESOLUTION NO. R- 32 -13

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY FOR FIRE AND EMERGENCY MEDICAL PROTECTION SERVICES TO WASHINGTON STATE UNIVERSITY.

WHEREAS, the City Council for the city of Pullman has before it "Amendment No. 1 to the Interlocal Agreement for Fire Protection Services between Washington State University and City of Pullman" which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, the parties wish to extend the terms of the most recent Agreement for the 2013 calendar year; and,

WHEREAS, this Council believes it to be in the best interests of the city of Pullman to adopt said Agreement Amendment; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and finance director each are hereby authorized and directed to execute the Agreement Amendment attached hereto as Exhibit "A" and to deliver an executed original thereof to Washington State University.

IT IS FURTHER RESOLVED that the Mayor and finance director are each hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Interlocal Agreement Amendment authorized thereby.

BE IT FURTHER RESOLVED that an executed copy of said Interlocal Agreement Amendment shall be posted on the official Web site of the city of Pullman and shall be effective upon posting.

ADOPTED by the City Council of the city of Pullman at a special meeting held on the 9th day of April, 2013.

DATED this 10th day of April, 2013.



Mayor Glenn A. Johnson

ATTEST:



Finance Director
William F. Mulholland

Approved as to Form:



City Attorney Laura D. McAloon

FILED

APR 10 2013

CITY CLERK'S OFFICE
PULLMAN WASHINGTON

**AMENDMENT NO. 1
TO THE INTERLOCAL AGREEMENT
FOR FIRE AND EMERGENCY PROTECTION SERVICES
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
CITY OF PULLMAN**

THIS AMENDMENT NO. 1 (“Amendment No. 1”) is made and entered into by and between Washington State University, an institution of higher education and agency of the state of Washington (hereafter referred to as “WSU”), and the City of Pullman, a municipal corporation of the State of Washington (hereafter referred to as “City”).

RECITALS

WHEREAS, WSU and City previously entered into that certain Interlocal Agreement dated September 15, 2010, (the “Agreement”), to memorialize the terms and conditions under which City would provide to WSU fire and emergency medical protection services;

WHEREAS, the Agreement sets forth a funding formula for the years 2011 and 2012 for WSU to pay an equitable share of the City’s cost of providing such services, and contemplates the parties will explore a mutually acceptable revised funding formula for the years subsequent to 2012;

WHEREAS, the parties are in the process of drafting a document that will set forth a mutually acceptable revised funding formula;

WHEREAS, while the parties have been in the process of drafting the above-referenced document, the parties unintentionally allowed the Agreement to lapse, the Agreement having expired December 31, 2012;

WHEREAS, despite this lapse in term, the parties have at all times fully intended to continue and have continued to carry out the terms of the Agreement, and desire by this Amendment No. 1 to extend the Agreement and address payment provisions for 2013 while a revision is being negotiated.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Term Extended**. Two new sentences shall be added to the end of Section II, as follows:

The parties agree to extend this Agreement from January 1, 2013, to December 31, 2013 (“Extension Term”). Notwithstanding anything in the Agreement to the contrary, the parties shall have until the end of the Extension Term to complete a revision to the Agreement for the years subsequent to 2013.

2. **Payment for 2013; Contribution for Fire Engine.** Two new sentences shall be added to the end of Section IV, as follows:

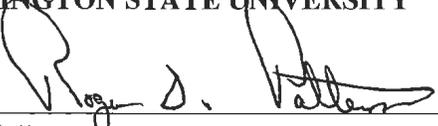
For the services provided during the January 1, 2013, to December 31, 2013, Extension Term, WSU shall pay the City the same amount as paid for the services in 2012; to wit, a total annual sum of \$844,068, payable in 12 monthly installments of \$70,339.

Additionally, WSU will contribute the following amount to the purchase of a new fire engine by the City in 2013: \$43,875, or twenty percent (20%) of the actual cost of the fire engine, whichever is less.

3. **Waiver.** Both parties waive any requirement for the updated agreement for the 2013 Extension Term to have been negotiated by March 1, 2012, and to have been executed prior to July 1, 2012.
4. **Other Terms and Conditions Unchanged.** Apart from the previous modifications, the Agreement remains unchanged and in full force and effect. This Amendment No. 1 shall be effective on the last date signed below.
5. **Signatures.** The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Amendment No. 1, the parties agree to all of its terms and conditions.

IT IS SO AGREED.

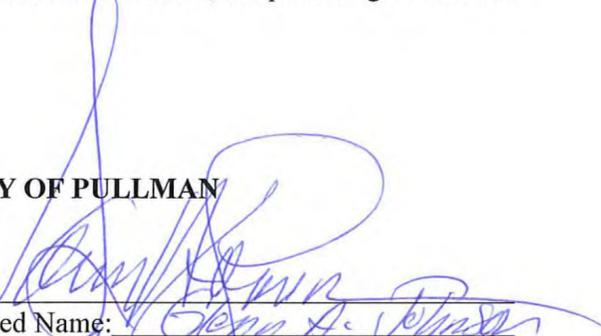
WASHINGTON STATE UNIVERSITY

By: 
Roger Patterson
Vice President of Business and Finance
Date: 4/10/13

Approved As to Form:

By: 
Adam Malcolm
Assistant Attorney General
Date: 4/11/13

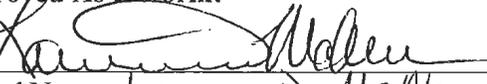
CITY OF PULLMAN

By: 
Printed Name: Glenn A. Johnson
Title: Mayor
Date: 4-10-13

Attest:

By: 
Printed Name: William F. McLaughlin
Title: Finance Director
Date: 4/10/13

Approved As to Form:

By: 
Printed Name: Laura D. McAloon
Title: City Attorney
Date: _____

**INTERLOCAL AGREEMENT
FOR FIRE AND EMERGENCY MEDICAL PROTECTION SERVICES BETWEEN
WASHINGTON STATE UNIVERSITY AND CITY OF PULLMAN**

This Agreement, made and entered into this 15th day of Sept, 2010, by and between Washington State University ("University"), a public higher education institution of the state of Washington, and the city of Pullman, a municipal corporation of the state of Washington ("City") provides for an equitable payment by the University to the City for the fire and emergency medical protection services provided to University property, students, and employees. This Agreement replaces the Interlocal Agreement for Fire Protection Services between WSU and City of Pullman, dated July 20, 2009, and is for calendar years 2011 and 2012.

I. RECITALS

WHEREAS, the University ceased providing fire and emergency medical protection services to its Pullman campus and facilities effective May 15, 2005; and,

WHEREAS, the City assumed its statutory responsibility to furnish fire and emergency medical protection services to the campus area and facilities of the University when the University ceased providing such services; and,

WHEREAS, the University and the City previously executed an Interlocal Agreement for Fire Protection Services dated June 16, 2005, and recorded said Agreement with the Whitman County Auditor as Record No. 663963; and,

WHEREAS, the University and the City mutually agreed that the June 16, 2005, Interlocal Agreement would be terminated in its entirety and the December 10, 2008, Agreement replaced the June 16, 2005, Interlocal Agreement; and,

WHEREAS, the December 10, 2008, agreement did not provide an agreed upon funding formula for subsequent calendar years; and,

WHEREAS, the University and the City agree to establish a funding formula for 2011 and 2012 in the hopes of exploring the concept of using a mutually acceptable funding formula for subsequent years; and,

WHEREAS, under the authority of Ch. 39.34 RCW, RCW 28B.30.150 and RCW 35.21.775 the University may agree to pay the City an equitable share of the City's costs of providing fire and emergency medical protection services; and,

WHEREAS, the University is prepared to pay an equitable share of the City's costs for providing fire and emergency medical protection services; and,

WHEREAS, the City will continue to encourage future WSU students to apply to become City reserve firefighters; and,

WHEREAS, the City shall continue to provide fire and emergency medical protection services to the campus:

NOW THEREFORE, acting pursuant to the authority granted by state law, it is hereby agreed by and between the City and the University as follows:

II. PURPOSE, SCOPE AND TERM OF AGREEMENT

The purpose of this Agreement is to provide for payment from the University to the City of an equitable share of the City's cost of providing fire and emergency medical protection services, including the protection of employees, students and property of the University pursuant to RCW 35.21.775. Fire protection services on campus shall include responses to fire alarms but not to trouble alarms. Emergency medical protection shall include basic and advanced life support service and responses.

The term of this Agreement shall commence January 1, 2011, and end December 31, 2012. It may be extended or modified in a signed writing in accordance with Clause VII, *supra*.

For subsequent terms, the Agreement will be executed by the City and the University prior to July 1 of each even numbered year, and will consider the University's budget resources,

relevant legislative actions, the City's budget resources, the City's actual costs in providing fire protection and emergency medical services, including its incremental costs in expanding its services to the campus, and the experience gained by the Parties from the operation of this Agreement.

III. ADMINISTRATION OF FIRE PROTECTION SERVICES

- A. The City shall have direction and control of the City Fire Department and, except as otherwise provided in this Agreement, shall pay all costs relating to the operation of the City Fire Department in the provision of fire and emergency medical protection services to the entire City of Pullman, including the facilities and campus area of the University.
- B. It is agreed by and between the City and the University that the management of the City Fire Department will lie exclusively with the City, and the level of fire protection and emergency medical protection services to be provided to the facilities and campus area of the University will be determined by the Fire Chief, or his representative, using the same criteria applicable to the provision of those services to the remainder of the City.
- C. For the period of this Agreement, the City shall include sufficient funds in its annual budget for the support of the City Fire Department to include the cost of the responsibility for provision of fire and emergency medical protection services to the facilities and campus area of the University.
- D. It is understood and agreed that provision of fire protection and emergency medical services to the University facilities and campus by the City will continue regardless of the existence of any agreement between the parties.

IV. UNIVERSITY CONTRIBUTION TO CITY BUDGET FOR FIRE PROTECTION SERVICES

The University agrees to contribute, to the annual budget of the City Fire Department, an equitable share of the Department's cost of providing fire protection services to Pullman, including the facilities and campus area of the University. For calendar year 2011, the University will pay Eight Hundred Fifty-One Thousand, Eight Hundred Eighty-Five Dollars

(\$851,885) in accordance with a formula based on a five-year rolling average of the fire department's call volume dispatched to the WSU Campus. This percentage of call volume will then apply to the percentage of the adopted annual city of Pullman fire budget. For calculation of the 2011 payment, the five-year average call volume for WSU was 21.2 percent and this was applied to the adopted 2010 budget of \$4,018,330 in order to obtain the funding amount for the 2011 payment. The \$851,885 payment for 2011 shall be payable 1/12 (one-twelfth) each month. For 2012, the university agrees to pay the five-year average call volume applied to the adopted 2011 city of Pullman fire budget. The 2012 payment shall be payable 1/12 (one-twelfth) each month. The University also agrees that if the City chooses to apply for a federal SAFER grant to hire additional fire personnel, then for one firefighter the University will pay the cost of one year of the retention period established by the Department of Homeland Security. For subsequent years, the parties will review the acceptability of the 2011-2012 funding formula for inclusion as a permanent funding formula for future years. If the funding formula is not mutually agreeable and should negotiations not be resolved by March 1 of the applicable year, either party may request arbitration under the terms of RCW 35.21.779. The parties agree to negotiate regarding future fire equipment and fire facility improvements based upon an equitable sharing of costs based upon the percentage of benefit to the University of said fire equipment or fire facility.

V. ADMINISTRATION OF AGREEMENT AND CREATION OF ADVISORY BOARD

No separate legal or administrative entity or operating fund is created by the execution of this Agreement. For the purpose of compliance with RCW 39.34.030(4), the City shall be responsible for administering the services and undertakings required by this Agreement. The City and the University agree to establish an Advisory Board which shall meet at least annually to discuss issues related to the provision by the City Fire Department of fire protection and emergency medical services to the facilities and campus area of the University. The Advisory Board shall include the City Fire Chief, the City Supervisor, the University Vice President of Business and Finance or designee, and the University Chief of Police. The City shall consider any concerns raised by the University in its planning and future delivery of services.

VI. INDEMNIFICATION

The University shall be responsible for the consequences of any act or failure to act on the part of itself, its employees, or its agents in the execution of its responsibilities under the terms of the Agreement, and, the City shall be responsible for the consequences of any act or failure to act on the part of itself, its employees, or its agents in the execution of its responsibilities under the terms of this Agreement. Each party shall indemnify, and hold the other party harmless from any loss which results to the other Party for any act of negligence by their employees or agents in the performance of any duties required under the terms of this Agreement. No Party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement. Each party shall be responsible for the damages to its own real and personal property during the performance of duties under this Agreement.

VII. MODIFICATION AND TERMINATION OF AGREEMENT

The City and the University may agree to modify or terminate this Agreement. Such modification or termination shall be in writing, signed and dated by the authorized and designated representatives of the City and the University and attached to this Agreement. If either Party provides notice of intent to terminate this Agreement, the City shall immediately invoke the procedures for mandatory contractual negotiations and payment from the University as provided in RCW 35.21.779 and WAC 365-80-100 *et seq.*

VIII. INTERPRETATION AND APPLICABLE LAW

The Parties acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party. This Agreement and any rights and obligations hereunder shall be construed and interpreted in accordance with the laws of the State of Washington.

IX. RIGHTS NOT ASSIGNABLE

Neither Party to this Agreement shall assign any rights hereunder to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.

X. SEVERABILITY

In the event any provision or provisions constituting less than the entirety of this Agreement shall be declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

XI. WAIVER

No waiver of any breach of this Agreement by any of the parties shall be held to be a waiver of any subsequent breach. Failure of any party to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall in no way be construed to be a waiver of such conditions, nor in any way effect the validity of this Agreement or any part thereof, or the right of any party hereto to hereafter enforce each and every such provision.

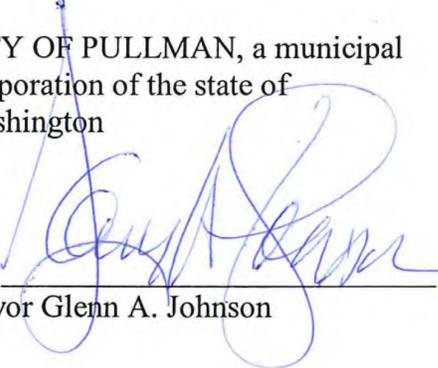
XII. ENTIRE AGREEMENT

This Agreement embodies the entire Agreement between the City and the University with regard to its subject matter, including with regard to the equitable share of the cost of fire protection and emergency medical services by the City to the facilities and campus area of the University. No alteration or variation of terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Each party is represented by and has the assistance of legal counsel and each party has read and understands all of the terms of this Agreement. Each party further acknowledges that no representations, promises, or agreements not expressed in this Agreement, have been made to induce the officials of City or the University to execute this Agreement.

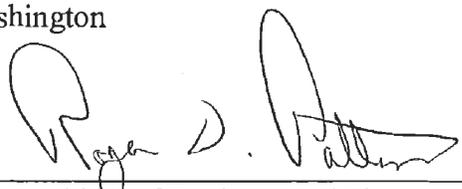
XIII. EXECUTION OF AGREEMENT

This Agreement shall be subject to written approval of the authorized representatives of the City, under the authority of the City Council, and the authorized representatives of the University, pursuant to the authority of the Board of Regents, and shall not be binding upon the City or the University until so approved. This Agreement may be altered, amended, or modified only by written agreement executed by both the City and the University.

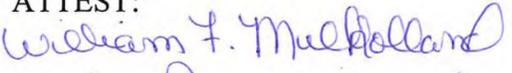
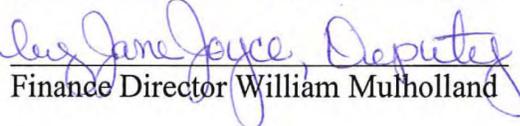
CITY OF PULLMAN, a municipal Corporation of the state of Washington

By: 
Mayor Glenn A. Johnson

WASHINGTON STATE UNIVERSITY, an institution of higher education of the state of Washington

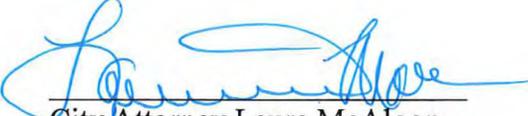
By: 
Vice President of Business and Finance

ATTEST:



Finance Director William Mulholland

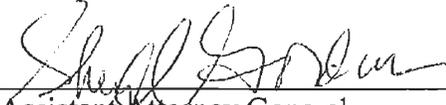
Date: 9/2/10

Approved as to Form:


City Attorney Laura McAloon

Date: 9-15-2010

Approved as to Form:


Assistant Attorney General

Date: 9-2-10



CITY OF PULLMAN

Administration/Finance

325 S.E. Paradise Street, Pullman, WA 99163

(509) 338-3208 Fax (509) 334-2751

admin@pullman-wa.gov

September 22, 2010

Mr. Roger Patterson
Vice President of Business and Finance
PO Box 641045
Pullman, WA 99164-1045

Dear Mr. Patterson:

Enclosed is an executed Interlocal agreement for Fire and Emergency Medical Protection Services. This document was approved by Pullman City Council on September 14, 2010.

If you have any questions, please feel free to contact me.

Sincerely,

Jane Joyce
Deputy City Clerk

Enclosure: as stated

SEP 23 2010