

**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.


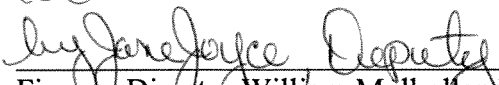
CITY OF PULLMAN, a municipal Corporation of the state of Washington

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:

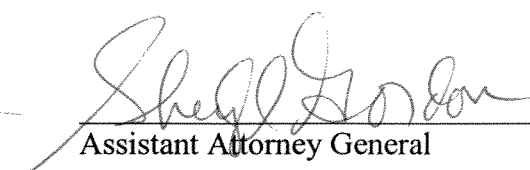

by 
Finance Director William Mulholland

Date: 9/2/10

Approved as to Form:


City Attorney Laura McAloon

Approved as to Form:


Assistant Attorney General

Date: 9-15-2010

Date: 9-2-10