

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,

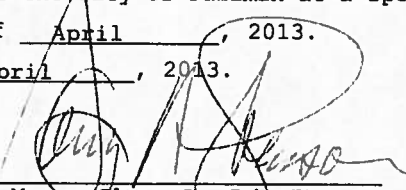
IT IS HEREBY RESOLVED that the Mayor and finance director each are hereby authorized and directed to execute the Agreement Amendment attached hereto as Exhibit "A" and to deliver an executed original thereof to Washington State University.

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.



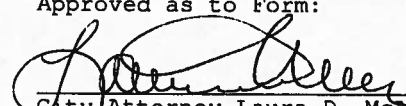
Mayor Glenn A. Johnson

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:

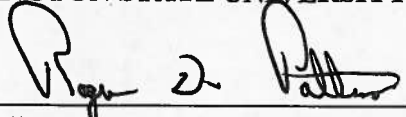
For the services provided during the January 1, 2013, to December 31, 2013, Extension Term, WSU shall pay the City the same amount as paid for the services in 2012; to wit, a total annual sum of \$844,068, payable in 12 monthly installments of \$70,339.

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.

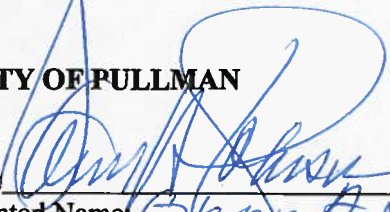
WASHINGTON STATE UNIVERSITY

By: 
Roger Patterson
Vice President of Business and Finance
Date: 4/1/13


Approved As to Form:

By: 
Adam Malcolm
Assistant Attorney General
Date: 4/1/13


CITY OF PULLMAN

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

Attest:

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

Approved As to Form:

By: 
Printed Name: Laura S. McAlister
Title: City Attorney
Date: _____