

RESOLUTION NO. R- 90 -13

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PULLMAN AND THE CITY OF PALOUSE AND WHITMAN COUNTY RURAL FIRE DISTRICT NO. 4 FOR THE PURPOSE OF PROVIDING EMERGENCY MEDICAL SERVICES.

WHEREAS, the City Council for the City of Pullman has before it an Interlocal Agreement entitled "Emergency Medical Service Contract" with City of Palouse/Whitman County Rural Fire District No. 4 which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, this Council believes it to be in the best interests of the City of Pullman to authorize the execution of said Agreement; now, therefore,

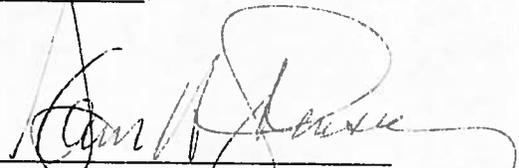
IT IS HEREBY RESOLVED that the Mayor and the finance director be and they are hereby authorized and directed to execute the Agreement attached hereto and marked as Exhibit "A" and to deliver an executed original thereof to the city of Palouse and Whitman County Rural Fire District No. 4.

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 authorized thereby.

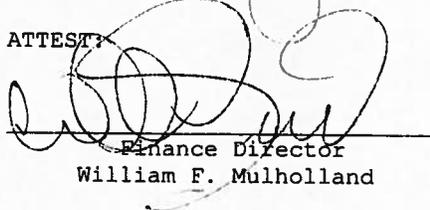
BE IT FURTHER RESOLVED that an executed copy of said Agreement shall be posted on the official website of the city of Pullman and shall be effective upon posting.

ADOPTED by the City Council of the city of Pullman at a special meeting held on the 2nd day of December, 2013.

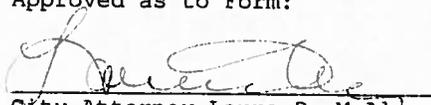
DATED this 3rd day of December, 2013.

  
\_\_\_\_\_  
Mayor Glenn A. Johnson

ATTEST:

  
\_\_\_\_\_  
Finance Director  
William F. Mulholland

Approved as to Form:

  
\_\_\_\_\_  
City Attorney Laura D. McAldon

**FILED**  
DEC 03 2013  
CITY CLERK'S OFFICE  
PULLMAN WASHINGTON

EMERGENCY MEDICAL SERVICES CONTRACT  
Between City of Pullman and  
City of Palouse and Whitman County Rural Fire District No. 4

THIS CONTRACT is made and entered into by and between the City of Pullman, a municipal corporation of the state of Washington, hereinafter referred to as the "PROVIDER", and the City of Palouse, a municipal corporation of the state of Washington, hereinafter referred to as "RECIPIENT" and Whitman County Rural Fire District No. 4, a political subdivision of the state of Washington, hereinafter also referred to as "RECIPIENT" and collectively referred to as "RECIPIENTS."

RECITALS

WHEREAS, the RECIPIENTS lack adequate resources to provide the level of Emergency Medical Services required in certain emergency situations; and,

WHEREAS, PROVIDER represents that it is qualified and possesses adequate resources, skills and the necessary capabilities, including technical and professional expertise where required, to provide RECIPIENTS with Emergency Medical Services under the terms set forth in this Contract; now, therefore,

IN CONSIDERATION of the terms, conditions and covenants contained herein, the parties agree as follows:

1. SERVICES. All service call levels referenced herein are based on the Whitcom Dispatch criteria as Alpha, Bravo, Charlie, Delta, Echo and Omega.
  - 1.1 SERVICE AREA: Services performed by PROVIDER under this Contract shall be provided within the jurisdictional boundaries of RECIPIENTS.
  - 1.2 AVAILABILITY. PROVIDER shall provide the SERVICES on a daily 24-hour basis during the term of this Contract, only when in the sole judgment of the PROVIDER, PROVIDER has available equipment and personnel necessary to provide said SERVICES without jeopardizing the responsibility of the PROVIDER to perform similar services and fire suppression services within the city of Pullman.

1.3 PROVIDER'S RESPONSIBILITIES. The PROVIDER shall:

- 1.3.1 Provide Advanced Life Support (ALS) response and transport to Alpha, Bravo, Charlie, Delta and Echo medical calls within each of RECIPIENTS' jurisdictions.
- 1.3.2 Ensure that all personnel providing services to RECIPIENTS under this Contract are qualified and certified as set forth in Chapter 18.71 RCW and WAC 246-975, 246-977.
- 1.3.2 Ensure that transportation of injured or ill persons under this Contract is provided in a licensed ambulance in accordance with the requirements of Chapter 18.73 RCW and WAC 246-975-020.
- 1.3.3 Supply one Rescue Unit to all motor vehicle accidents (MVAs) Charlie, Delta and Echo and upon special request within RECIPIENTS' jurisdictional boundaries and provide extrication services to Charlie, Delta and Echo calls as established by Whitcom Dispatch Criteria.

1.4 RECIPIENTS' RESPONSIBILITIES. The RECIPIENTS shall:

- 1.4.1 Provide Basic Life Support (BLS) services to all Omega calls within their respective jurisdictions.
- 1.4.2 Upon the request of PROVIDER, provide initial BLS staffing in PROVIDER'S ambulance during ALS transport services provided under this Contract. Personnel administering BLS service shall be qualified and certified as set forth in Chapter 18.71 RCW and WAC 246-975.
- 1.4.3 Provide fire protection and scene command as needed.

2. COMPENSATION AND TIME OF PAYMENT.

- 2.1 Compensation. The PROVIDER shall charge RECIPIENTS for the total annual cost of SERVICES provided under this Contract as follows:

<u>YEAR</u>	<u>FEE AMOUNT</u>
2014	\$17,210
2015	\$17,210

2.2 Payment. RECIPIENTS shall pay PROVIDER for the SERVICES the total fixed fee set forth in Paragraph 2.1 in no more than two equal installments, the first of which shall be paid to PROVIDER no later than May 1 of each year of the Contract and the second no later than November 1 of each year of the Contract. City of Palouse shall be responsible for payment of seventy percent (70%) of each installment and Whitman County Rural Fire District No. 4 shall be responsible for payment of thirty percent (30%) of each installment, provided the failure of either RECIPIENT to make an installment payment may be grounds for PROVIDER to terminate its services under the Contract.

3. DURATION OF CONTRACT AND FUTURE SUPPORT.

3.1 Term. The term of this Contract and the performance of the PROVIDER shall commence on January 1, 2014, and terminate on December 31, 2015. This Contract may be extended or terminated upon the mutual written agreement of the parties.

3.2 Future Support. The PROVIDER makes no commitment to future support and assumes no obligation for future support of the SERVICES contracted for herein beyond the term of this Contract.

4. RELATIONSHIP OF PARTIES.

4.1 The parties intend that an independent contractor relationship be created by this Contract. No agent, employee, servant, or representative of one party shall be deemed to be an employee, agent, servant, or representative of the other for any purpose. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract.

5. ASSIGNMENT.

5.1 Assignment. The PROVIDER shall not assign any portion of this Contract.

6. INDEMNIFICATION.

6.1 All SERVICES to be rendered or performed under this Contract will be performed or rendered entirely at the PROVIDER'S own risk and the PROVIDER expressly agrees to indemnify and hold harmless the RECIPIENTS and all of their officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the RECIPIENTS or any person which result from or arise out of the SERVICES to be performed by the PROVIDER under this Contract; provided, this section shall not apply to liability resulting from errors or omissions of the RECIPIENTS, their officers, or employees.

The RECIPIENTS expressly agree to indemnify and hold harmless the PROVIDER and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs, or judgments against the PROVIDER which result from the negligence, or errors or omissions, of the RECIPIENTS.

7. TERMINATION OF CONTRACT AND CLOSE OUT.

7.1 Termination. Either party reserves the right to terminate this Contract in whole or in part at any time, with or without cause, by giving at least thirty (30) calendar days notice to the other party in writing, specifying the reasons therefore, and the effective date provided such effective date shall not be prior to notification to the PROVIDER. After this effective date, no charges incurred under any terminated portions are allowable.

7.2 Close-Out. In the event that this Contract is terminated in whole or in part for any reasons, the parties shall either refund or make payment of fees for services on a pro rata basis by calendar year as appropriate.

8. NOTICE. Whenever in this Contract it is provided that written notice is given by one party to the other party, said notice shall be addressed as follows:

PROVIDER:  
City of Pullman  
325 SE Paradise St  
Pullman, WA 99163  
ATTN: Fire Chief

RECIPIENT:  
City of Palouse  
P.O. Box 250  
Palouse, WA 99161-0205  
ATTN: Annie Pillers

RECIPIENT:  
Whitman County Rural Fire District No. 4  
P.O. Box 430  
Palouse, WA 99161  
ATTN: Dist. Secretary Jill Griffin

Delivery of said notice shall be effective in any one of the following ways:

- (1) By personal delivery to and an acknowledgement of receipt thereof signed by the receiving party.
- (2) By affidavit or personal service thereof on the receiving party.
- (3) By depositing the notice in the United States Mail, in an envelope properly addressed to the address indicated above or to the last address of the recipient known to the party giving notice, with postage fully prepaid thereon.

In the event said notice is mailed, it shall be deemed delivered three (3) working days following the posting thereof.

9. JURISDICTION.

9.1 Applicable Law. This Contract shall be governed by laws of the state of Washington, both as to interpretation and performance.

9.2 Venue. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and

maintained only in Whitman County Superior Court, Whitman County, Washington.

10. SEVERABILITY.

10.1 It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held by a court to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

10.2 If it should appear that any provision hereof is in conflict with any statute of the state of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

11. ENTIRE AGREEMENT.

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Contract. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

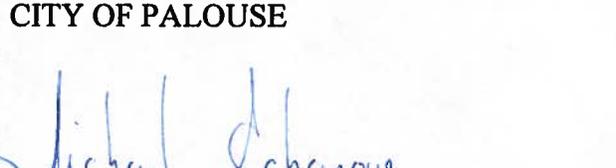
DATED: 12/3/13

Provider:  
CITY OF PULLMAN

  
\_\_\_\_\_  
Mayor Glenn A. Johnson

DATED: Dec. 10, 2013

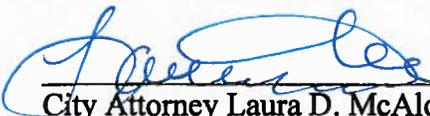
Recipient:  
CITY OF PALOUSE

  
\_\_\_\_\_  
Mayor Michael Echanove

ATTEST:

  
Finance Director William F. Mulholland

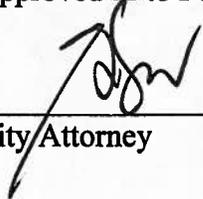
Approved as to Form:

  
City Attorney Laura D. McAloon

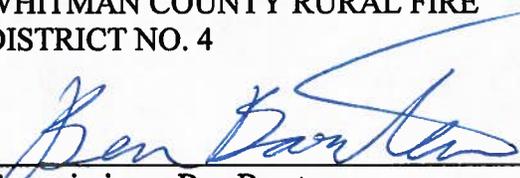
ATTEST:

  
City Clerk Joyce A. Beeson

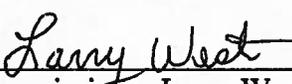
Approved as to Form:

  
City Attorney

Recipient:  
WHITMAN COUNTY RURAL FIRE  
DISTRICT NO. 4

  
Commissioner Ben Barstow

  
Commissioner Ben Perkins

  
Commissioner Larry West