

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,

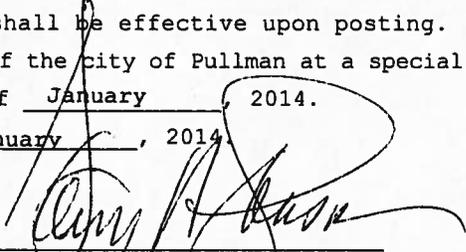
IT IS HEREBY RESOLVED that the Mayor and finance director each are hereby authorized and directed to execute the Agreement Amendment attached hereto as Exhibit "A" and to deliver an executed original thereof to Washington State University.

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.



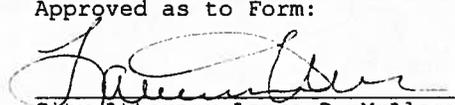
Mayor Glenn A. Johnson

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 ~~strickthrough~~):

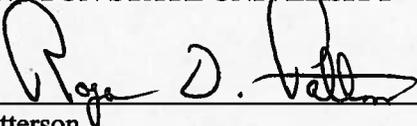
Additionally, WSU will contribute the following amount to the purchase of a new fire engine by the City in 2014~~3~~: \$43,875, or twenty percent (20%) of the actual cost of the fire engine, whichever is less.

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.

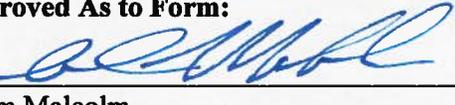
5. **Signatures.** The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Amendment No. 2, the parties agree to all of its terms and conditions.

IT IS SO AGREED.

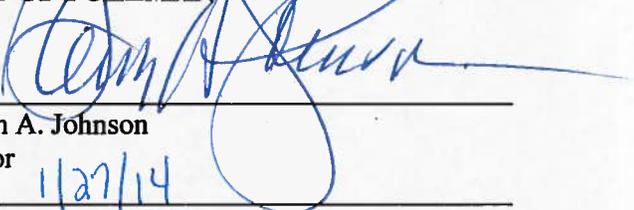
WASHINGTON STATE UNIVERSITY

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

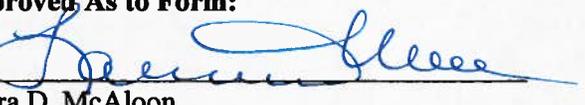
CITY OF PULLMAN

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