RESOLUTION NO. R- 1 -14

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE PATROL TO PROVIDE FOR STATE FIRE SERVICE MOBILIZATION REIMBURSEMENT.

WHEREAS, the City Council for the city of Pullman has before it an interagency agreement entitled "Interagency Agreement between State of Washington, Washington State Patrol and City of Pullman" 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 adopt said Agreement, pursuant to RCW Chapter 39.34, Interlocal Cooperation Act; now, therefore,

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

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 Interagency Agreement authorized thereby.

BE IT FURTHER RESOLVED that an executed copy of said Interagency Agreement 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 regular meeting held on the 14th day of January, 2014.

DATED this 15th 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 15 2014
CITY CLERK'S OFFICE
PULLMAN WASHINGTON

WSP No. REVISED C140963GSC

INTERAGENCY AGREEMENT BETWEEN STATE OF WASHINGTON WASHINGTON STATE PATROL AND CITY OF PULLMAN

This Interagency Agreement (Agreement), pursuant to RCW 43.43.960 through RCW 43.43.964 (State Fire Service Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act), is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and the City of Pullman, a statutorily authorized fire agency within the State of Washington, hereinafter referred to as "Fire Agency."

The purpose of this Agreement is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan). The Mobilization Plan and any subsequent versions adopted pursuant to RCW 43.43.962 are incorporated herein by this reference.

Therefore, it is mutually agreed that:

1. **Mobilization Plan.** The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the Fire Agency responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.

2. **Period of Performance.** The period of performance of this Agreement begins on January 1, 2014 and ends on December 31, 2018 unless terminated sooner as provided herein.

3. **Billing Procedures.** WSP shall reimburse the Fire Agency upon the receipt of properly executed claim forms submitted by the Fire Agency according to the Mobilization Plan. Claims for payment submitted by the Fire Agency to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization. The Fire Agency is required to be registered as a Statewide Payee prior to submitting a request for payment under this Contract. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx.

4. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.

5. **Records Maintenance.** Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

EXHIBIT "A"

6. **Agreement Management.** The work described herein shall be performed under the coordination of Chief Mike Heston of the Fire Agency, and Assistant State Fire Marshal Paul Perz of WSP, or their successors. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement.

7. **Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.

8. **Agreement Alterations and Amendments.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

9. **Termination.** Either party may terminate this Agreement upon thirty (30) calendar days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.

10. **Appeals of Denied Claims.** In the event that WSP denies payment of claim(s) submitted by the Fire Agency under this Agreement, the Fire Agency may appeal the denial according to the Mobilization Plan. The process contained in the Mobilization Plan is the sole administrative recourse available to the Fire Agency for the appeal of denied claims.

11. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
    1. Applicable federal and state statutes and regulations;
    2. Terms and Conditions contained in this Agreement
    3. Any other provisions of the Agreement, whether incorporated by reference or otherwise.

12. **All Writings Contained Herein.** This Agreement contains all the terms and conditions agreed upon by the parties. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For the Washington State Patrol	For the City of Pullman
FOR: John R. Bastiste, Chief	Glenn A. Johnson, Mayor
Date 1/27/14	Date 1-15-14
Approved as to form:	Approved as to form:
The Office of the Attorney General 2/5/2008	Laura D. McAloon, City Attorney
	Attest William F. Mulhollan