

RESOLUTION NO. R- 6 -11

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PULLMAN AND THE CITY OF PALOUSE AND RURAL FIRE DISTRICT #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 #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,

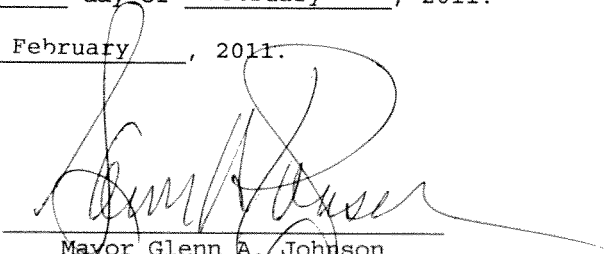
IT IS HEREBY RESOLVED that the Mayor and the finance director be and they are hereby authorized and directed to execute the Agreement attached hereto and marked as Exhibit "A" and to deliver an executed original thereof to the city of Palouse and Palouse Rural Fire District #4.

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 regular meeting held on the 8th day of February, 2011.

DATED this 9th day of February, 2011.

  
Mayor Glenn A. Johnson

ATTEST:

  
Finance Director  
William F. Mulholland

Approved as to Form:

  
City Attorney Laura D. McAloon

**FILED**  
FEB 09 2011  
CITY CLERK'S OFFICE  
PULLMAN WASHINGTON

EMERGENCY MEDICAL SERVICE CONTRACT  
With City of Palouse/Whitman County Rural Fire District #4

THIS CONTRACT 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", the City of Palouse, a municipal corporation of the state of Washington, and Whitman County Rural Fire District #4, a political subdivision of the state of Washington, hereinafter referred to as "RECIPIENTS"; WITNESSETH:

RECITALS

WHEREAS, the RECIPIENTS desire to have certain services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and,

WHEREAS, sufficient RECIPIENT resources are not available to provide such services; and,

WHEREAS, PROVIDER represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Contract; now, therefore,

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

OPERATIVE PROVISIONS

1. SERVICES.

1.1 Identification. The PROVIDER shall perform such services and accomplish such tasks within the boundaries of the RECIPIENTS as are identified, designated, and detailed in Attachment "A" attached hereto and made a part hereof and hereinafter referred to as SERVICES.

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.

2. COMPENSATION AND TIME OF PAYMENT.

2.1 Compensation. The RECIPIENTS shall compensate the PROVIDER for the SERVICES for the term of this Contract as follows:

<u>YEAR</u>	<u>FEE AMOUNT</u>
2011	\$16,066
2012	\$16,548
2013	\$17,210

2.2 Time of 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.

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, 2011, and terminate on December 31, 2013. This Contract may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Contract.

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 AND SUBCONTRACTING.

5.1 Assignment. The PROVIDER shall not assign any portion of this Contract without the written consent of the RECIPIENTS, and it is further agreed that said consent must be obtained in writing by the PROVIDER not less than thirty (30) calendar days prior to the date of any proposed assignment. Consent shall not be unreasonably withheld.

5.2 Subcontracting. Any technical or professional service subcontract need not have approval by the RECIPIENTS.

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 following provisions shall apply:

7.2.1 Upon written request by the PROVIDER, the RECIPIENTS shall make or arrange for payment to the PROVIDER for SERVICES not covered by previous payments.

7.2.2 The PROVIDER shall immediately refund to the RECIPIENTS any monies paid in advance for SERVICES not performed.

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 Street  
Pullman, WA 99163  
ATTN: Fire Chief

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

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 two (2) working days following the posting thereof.

9. JURISDICTION.

9.1 Applicable Law. This Contract has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that 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 a court of competent jurisdiction in 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 including Attachment "A" 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

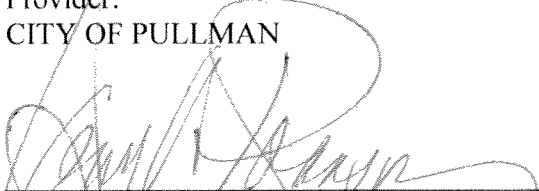
parties that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

DATED:

2.9.11

Provider:


CITY OF PULLMAN

  
Mayor Glenn A. Johnson

ATTEST:

  
Finance Director William F. Mulholland

Approved as to Form:


  
City Attorney Laura D. McAloon

DATED:


Feb. 22, 2011

Recipient:

CITY OF PALOUSE

  
Mayor Michael Echanove


ATTEST:

  
City Clerk Joyce A. Beeson

Approved as to Form:

  
City Attorney Stephen Bishop

WHITMAN COUNTY FIRE DISTRICT #4

  
Commissioner

  
Commissioner

  
Commissioner