

RESOLUTION NO. R- 93 -07

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PULLMAN AND PUBLIC HOSPITAL DISTRICT NO. 1-A FOR THE PURPOSE OF PROVIDING PARAMEDIC SERVICES.

WHEREAS, the City Council for the City of Pullman has before it an Interlocal Agreement entitled "Agreement" 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 Interlocal 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 for said services and to deliver an executed copy thereof to Public Hospital District No. 1-A.

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 4th day of December, 2007.

DATED this 5th day of December, 2007.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Finance Director

Approved as to form:

  
\_\_\_\_\_  
City Attorney

## AGREEMENT

THIS AGREEMENT is made and entered into between PUBLIC HOSPITAL DISTRICT No. 1-A OF WHITMAN COUNTY, WASHINGTON, a municipal corporation of the State of Washington, hereinafter referred to as "HOSPITAL," and the CITY OF PULLMAN, WASHINGTON, a municipal corporation of the State of Washington, hereinafter referred to as "CITY".

HOSPITAL owns and operates Pullman Regional Hospital in Pullman, Washington. Pullman Regional Hospital is a critical care facility providing services including an emergency care unit that is designated as a Level III Trauma Care Center by the State of Washington. In providing the level of trauma care as licensed by the State of Washington, and in providing hospital and health care facilities to the residents, staff, and patients of PUBLIC HOSPITAL DISTRICT No. 1-A OF WHITMAN COUNTY, WASHINGTON, HOSPITAL needs to have available within its service locale skilled, trained, and licensed paramedics.

The CITY OF PULLMAN has skilled, trained, and licensed paramedics that provide care for injured and/or ill persons within the City of Pullman and the surrounding area. The service locale for the HOSPITAL includes the City of Pullman, Washington, and the surrounding area.

The parties hereto desire to continue the provision, furnishing, and availability of skilled, trained, and licensed paramedics to both the residents of the City of Pullman, and the surrounding area, and the residents, staff, and patrons of the HOSPITAL. The parties hereto deem it in the interest of the public for said paramedic services to be provided by the CITY OF PULLMAN so that paramedics with the requisite skill, training, and licensure that are appropriate and necessary for the HOSPITAL'S operation of its emergency care services and the operation and maintenance of its Level III Trauma Care Center, are available for HOSPITAL'S service area.

NOW, THEREFORE, in consideration of the mutual benefits to each party stated herein, HOSPITAL agrees to pay to CITY for operation, maintenance, and availability of the paramedics as described in Exhibit A and the sums set forth on Exhibit A. All fees paid by HOSPITAL shall be used to augment City Paramedic Service and shall not be used by the CITY as a part of the CITY'S General Fund.

EXHIBIT "A"

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**Term.** The term of this Agreement and the performance of the CITY shall commence on January 1, 2008 and terminate on December 31, 2008. This Agreement may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.

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

**Indemnification.** All services to be rendered or performed under this Agreement will be performed or rendered entirely at the CITY'S own risk and the CITY expressly agrees to indemnify and hold harmless the HOSPITAL 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 HOSPITAL or any person which result from or arise out of the services to be performed by the CITY under this Agreement; provided, this section shall not apply to liability resulting from errors or omissions of the HOSPITAL, its officers, or employees.

The HOSPITAL expressly agrees to indemnify and hold harmless the CITY 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 person or property, costs, or judgments against the CITY which result from the negligence, or errors or omissions, of the HOSPITAL.

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

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

CITY:

City of Pullman  
325 S.E. Paradise St.  
Pullman, WA 99163  
Attn: Fire Chief

HOSPITAL:

Pullman Regional Hospital  
835 SE Bishop Blvd.  
Pullman, WA 99163  
Attn: Hospital Administrator

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

1. By personal delivery to and an acknowledgment 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.

**Applicable Law.** This Agreement 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 Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

**Venue.** Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in a court of competent jurisdiction in Whitman County, Washington.

**Severability.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid.

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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.

**Entire Agreement.** The parties agree that this Agreement including Exhibit 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 Agreement 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 this provision of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

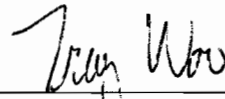
DATE: December 5, 2007

CITY OF PULLMAN

By: 

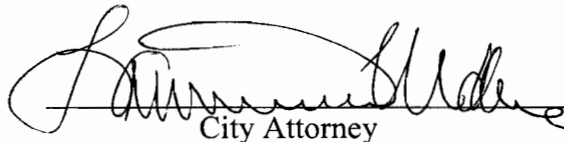
Mayor

ATTEST:



Finance Director

Approved as to Form:



City Attorney

PUBLIC HOSPITAL DISTRICT No. 1-A  
OF WHITMAN COUNTY, WASHINGTON

DATE: Dec. 10, 2007

By: 

SCOTT K. ADAMS, Administrator

<u>YEAR</u>	<u>FIXED FEE PAYMENT</u>
2008	<p>\$50,000.00</p> <p>All fees paid by HOSPITAL shall be used to augment City Paramedic Service and shall not be used by the CITY as a part of the CITY'S General Fund.</p>

The fee above is based on the following schedule:

0 to 4 paramedics	=	\$0.00 of contribution
5 to 7 paramedics	=	\$4,000.00 contribution, per full-time paramedic
8 paramedics	=	\$4,500.00 contribution, per full-time paramedic
9 to 10 paramedics	=	\$5,000.00 contribution, per full-time paramedic

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<u>YEAR</u>	<u>FEE PAYMENT</u>
2008	<p>Is based upon the schedule stated above for the year 2008 indicating that the Pullman Fire Department employs 10 full-time paramedics.</p>