

RESOLUTION NO. R-1-19

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY FOR THE PROVISION OF FIRE AND EMERGENCY MEDICAL PROTECTION SERVICES.

WHEREAS, the City Council for the city of Pullman has before it "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, this Council believes it to be in the best interests of the city of Pullman to execute said Interlocal Agreement; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and finance director each are hereby authorized and directed to execute the Interlocal Agreement 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 authorized thereby.

BE IT FURTHER RESOLVED that an executed copy of said Interlocal 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 8<sup>th</sup> day of January, 2019.

DATED this 9<sup>th</sup> day of January, 2019.



*[Handwritten signature of Glenn A. Johnson]*  
\_\_\_\_\_  
Mayor Glenn A. Johnson

ATTEST:  
*[Handwritten signature of Dee Stiles-Elliott]*  
\_\_\_\_\_  
City Clerk Dee Stiles-Elliott

Approved as to Form:

*[Handwritten signature of Laura D. McAloon]*  
\_\_\_\_\_  
City Attorney Laura D. McAloon

**FILED**  
**JAN 09 2019**  
CITY CLERK'S OFFICE  
PULLMAN WASHINGTON

**INTERLOCAL AGREEMENT  
FOR FIRE PROTECTION SERVICES BETWEEN  
WASHINGTON STATE UNIVERSITY AND CITY OF PULLMAN**

This Interlocal Agreement (“Agreement”), made and entered into this 1<sup>st</sup> day of January, 2019 by and between Washington State University (“University”), a public higher education institution of the state of Washington, and the city of Pullman (“City”), a municipal corporation of the state of Washington, provided for an equitable payment by the University to the City for the fire and emergency medical protection services provided by the City to University property, students, and employees.

**I. RECITALS**

*WHEREAS*, the University ceased providing fire and emergency medical protection services to its Pullman campus and facilities effective May 15, 2005, and,

*WHEREAS*, the City assumed statutory responsibility to furnish fire and emergency medical protection services to the campus area and facilities of the University when the University ceased providing such services, and,

*WHEREAS*, the University and the City previously executed an Interlocal Agreement for Fire Protection Services dated June 16, 2005 (“First Interlocal Agreement”), and recorded said Agreement with the Whitman County Auditor as Record No. 663963, and,

*WHEREAS*, the University and the City mutually agreed that the First Interlocal Agreement would be terminated in its entirety and that it would be replaced by a December 10, 2008, Interlocal Agreement (“Second Interlocal Agreement”), and,

*WHEREAS*, the University and the City subsequently executed an Interlocal Agreement on September 15, 2010, (“Third Interlocal Agreement”) which replaced in its entirety the Second Interlocal Agreement, as of January 1, 2011, and which set forth December 31, 2012 as its termination date, and,

*WHEREAS*, the parties thereafter extended the Third Interlocal Agreement to December 31, 2013, by way of Amendment No. 1 to said Agreement, executed on April 10, 2013 and thereafter further extended the Third Interlocal Agreement to June 30, 2014 by way of Amendment No. 2 to said Agreement, executed on January 27, 2014: and,

*WHEREAS*, the University and the City entered into an Interlocal Agreement for Fire Protection Services between Washington State University and City of Pullman, effective July 1, 2014 and terminating December 31, 2018 (the “2014 Interlocal”); and

*WHEREAS*, under the authority of RCW Ch. 39.34, RCW 28B.30.150 and RCW 35.21.775 the University may agree to pay the City an equitable share of the City’s costs of providing fire and emergency medical protection services; and,

*WHEREAS*, the University is prepared to pay an equitable share of the City’s costs for providing fire and emergency medical protection services; and,

*WHEREAS*, the City will continue to encourage future WSU students to apply to become City reserve firefighters; and,

*WHEREAS*, the City shall continue to provide fire and emergency medical protection services to the campus; and,

*WHEREAS*, the parties intend that this Agreement will supersede and replace the expiring 2014 Interlocal.

*NOW THEREFORE*, acting pursuant to the authority granted by state law, it is hereby agreed by and between the City and the University as follows:

## **II. PURPOSE, SCOPE AND TERM OF AGREEMENT**

The purpose of this Agreement is to provide for payment from the University to the City on an equitable share of the City’s cost of providing fire and emergency medical protection services, including the protection of employees, students and property of the University pursuant to RCW 35.21.775, and to provide for the City’s delivery of such services. Fire protection services

on campus shall include responses to fire alarms but not to trouble alarms. Emergency medical protection shall include basic and advanced life support service and transport. Other protection services include responses to hazardous materials, confined space and high angle rope rescues. Trench rescue response is limited to the Awareness Level, which includes recognition of the need for a trench rescue but does not allow City to conduct an actual trench rescue.

The term of this Agreement shall commence January 1, 2019, subject to execution by both parties and satisfaction of related public notification requirements, and shall terminate on December 31, 2023, unless terminated sooner or extended pursuant to Section VII of this Agreement.

### **III. ADMINISTRATION OF FIRE PROTECTION SERVICES**

A. The City shall have direction and control of the City Fire Department and, except as otherwise provided in this Agreement, shall pay all costs relating to the operation of the City Fire Department in the provision of fire and emergency medical services to the entire City of Pullman, including the facilities and campus area of the University.

B. It is agreed by and between the City and the University that the management of the City Fire Department will lie exclusively with the City, and the level of fire protection and emergency medical protection services to be provided to the facilities and campus area of the University will be determined by the Fire Chief, or his or her representative, using the same criteria applicable to the provision of those services to the remainder of the City.

C. For the period of this Agreement, the City shall include sufficient funds in its annual budget for the support of the City Fire Department to include the cost of the responsibility for provision of fire and emergency medical protection services to the facilities and campus area of the University.

D. It is understood and agreed that provision of fire protection and emergency medical protection services to the University facilities and campus by the City will continue regardless of the existence of any agreement between the parties.

**IV. UNIVERSITY CONTRIBUTION TO CITY BUDGET  
FOR FIRE PROTECTION SERVICES**

The University agrees to contribute, to the annual budget of the City Fire Department, an equitable share of the Department's cost of providing fire protection and emergency medical protection services to Pullman, including the facilities and campus area of the University. The University contribution shall be calculated based upon the five-year rolling average station-call volume to the University as a percentage of the total station-call volume to the entire City, including the University, for the previous calendar year applied to the actual Fire Department expenditures, less major capital expenditures not previously approved the University, for the previous calendar year; provided, however, that the University shall not be responsible for actual expenditures that exceed the originally adopted budget for the previous year by more than 10%; without further negotiation and agreement between the parties. Payments by the University shall be payable 1/12 (one-twelfth) each month. During the term of this Agreement, the total contribution by the University shall be equal to the sum representing the University's five-year (2014 through 2018 for year 1, 2015 through 2019 for year 2, etc.) rolling average percentage of the University call volume for fire and ambulance as applied to the actual previous year (2018 for year 1, 2019 for year 2, etc) Fire Department expenditures, less major capital not previously approved by the University. The parties agree to negotiate regarding future major capital expenditures such as fire apparatus, fire equipment, ambulances and fire facility improvements based upon an equitable sharing of costs based upon the percentage of total call volume to the University of said major capital expenditure.

**V. ADMINISTRATION OF AGREEMENT AND  
CREATION OF ADVISORY BOARD**

No separate legal or administrative entity or operating fund is created by the execution of this Agreement. For the purpose of compliance with RCW 39.34.030(4), the City shall be responsible for administering the services and undertakings required by this Agreement. The City and the University agree to establish an Advisory Board, which shall meet at least annually, to discuss issues related to the provision by the City Fire Department of fire protection and emergency medical protection services to the facilities and campus area of the University. The Advisory

Board shall include the City Fire Chief, the City Supervisor, the University Vice President of Finance and Administration or designee, and the University Executive Director of Public Safety. The City shall consider any concerns raised by the University in its planning and future delivery of services.

## **VI. INDEMNIFICATION**

The University will hold the City harmless from and indemnify the City against any loss to the City which is proximately caused by the negligence of the University's employees or agents in the performance of any duties required under the terms of this Agreement. The City will hold the University harmless from and indemnify the University against any loss to the University caused by the negligence of the City's employees or agents in the performance of any duties required by the terms of this Agreement.

## **VII. MODIFICATION AND TERMINATION OF AGREEMENT**

The City and the University may agree to modify or terminate this Agreement. Such modification or termination shall be in writing, signed and dated by the authorized and designated representatives of the City and the University and attached to this Agreement. If either party provides notice of intent to terminate this Agreement, the City shall immediately invoke the procedures for mandatory contractual negotiations and payment from the University as provided in RCW 35.21.779 and WAC 365-80-100 *et seq.*

## **VIII. INTERPRETATION AND APPLICABLE LAW**

The parties acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. This Agreement and any rights and obligations hereunder shall be construed and interpreted in accordance with the laws of the State of Washington.

## **IX. ASSIGNMENT, DELEGATION**

Neither party to this agreement shall assign any rights or delegate any duties hereunder to any other person or entity, governmental or otherwise, without the prior written approval of the other party.

## **X. SEVERABILITY**

In the event of any provision or provisions constituting less than the entirety of this Agreement shall be declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

## **XI. WAIVER**

No waiver of any breach of this Agreement by any of the parties shall be held to be a waiver of any subsequent breach. Failure of any party to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall in no way be construed to be a waiver of such conditions, nor in any way affect the validity of this Agreement or any part thereof, or the right of any party hereto to hereafter enforce each and every such provision.

## **XII. ENTIRE AGREEMENT**

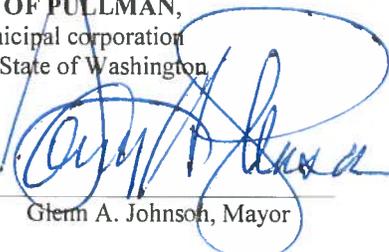
This Agreement embodies the entire Agreement between the City and the University with regard to its subject matter, including with regard to the equitable share of the cost of fire protection and emergency medical protection services by the City to the facilities and campus area of the University. No alteration or variation of terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. 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. Each party is represented by and has the assistance of legal counsel and each party has read and understands all of the terms of this Agreement. Each party further acknowledges that no representations, promises, or agreements not expressed in this Agreement, have been made to induce the officials of the City or the University to execute this Agreement.

**XIII. EXECUTION OF AGREEMENT**

This Agreement shall be subject to written approval of the authorized representatives of the City, under the authority of the City Council, and the authorized representatives of the University, pursuant to the authority of the Board of Regents, and shall not be binding upon the City or the University until so approved. This Agreement may be altered, amended, or modified only by written agreement executed by both the City and the University.

**CITY OF PULLMAN,**  
A municipal corporation  
of the State of Washington

**WASHINGTON STATE UNIVERSITY,**  
an institution of higher education  
of the state of Washington

By:   
Glenn A. Johnson, Mayor

By:   
Stacy Pearson,  
Vice President of Finance and  
Administration

Date: 1-9-19

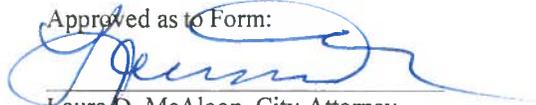
Date: 12/21/2018

ATTEST:

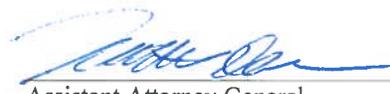
  
Dee Stiles Elliott  
City Clerk

Date: 1-9-2019

Approved as to Form:

  
Laura D. McAloon, City Attorney

Approved as to Form:

  
Assistant Attorney General