

**CONTRACT REGARDING  
EMERGENCY MEDICAL SERVICES**

THIS CONTRACT is 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 individually referred to as "RECIPIENT" and jointly referred to as "RECIPIENTS."

RECITALS

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act) authorizes local governments to contract with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner that provides services to meet the needs and development of local communities; and,

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

WHEREAS, RECIPIENTS do not have sufficient resources 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 and equipment 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 Provider Services. 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 Provider Availability. PROVIDER shall provide the SERVICES on a daily twenty-four (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 primary emergency medical services and fire suppression services within the city of Pullman.

1.3 Recipients' Services. The RECIPIENTS shall provide 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 ADDITIONAL SERVICES.

2. COMPENSATION, TIME OF PAYMENT AND BILLING FEES.

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

<u>YEAR</u>	<u>INCREASE</u>	<u>FEE AMOUNT</u>
2021	1.0%	\$18,995
2022	1.5%	\$19,280
2023	2.0%	\$19,666

Such Fee Amount as set forth above is calculated by multiplying the past three (3) year average number of annual responses by \$200 ("Out of City Fee"), plus an annual percentage increase, with such increase being included in the Fee Amount as set forth above.

2.2 Time of Payment. RECIPIENTS shall collectively pay PROVIDER the total fixed fee set forth in Paragraph 2.1 in no more than two (2) 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.

2.3 Ambulance Billing Fees. In consideration for the ADDITIONAL SERVICES provided by RECIPIENTS, PROVIDER will calculate and bill ambulance transport fees for any person transported from any location within the boundaries of either the City of Palouse or the Whitman County Rural Fire District #4 using the then-current City of Pullman "In City Fee" approved by the Pullman City Council.

3. DURATION OF CONTRACT AND FUTURE SUPPORT.

3.1 Term. The term of this Contract and the performance of the Parties shall commence on January 1, 2021, and terminate on December 31, 2023. This Contract may be extended or terminated upon mutual written 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 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 under this Contract. 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.

Neither RECIPIENT shall assign any portion of this Contract without the written consent of the PROVIDER, and it is further agreed that said consent must be obtained in writing by the RECIPIENT 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 by the PROVIDER 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 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 each of the RECIPIENTS, their officers, agents, or employees.

The PROVIDER expressly agrees to indemnify and hold harmless each of 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 each of the RECIPIENTS which result from the negligence, or errors or omissions, of the PROVIDER.

- 6.2 All ADDITIONAL SERVICES to be rendered or performed under this Contract will be performed or rendered entirely at each of the RECIPIENTS' own risk and each RECIPIENT expressly agrees 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 or arise out of the ADDITIONAL SERVICES to be performed by each of the RECIPIENTS under this Contract; provided, this section shall not apply to liability resulting from errors or omissions of the PROVIDER, its officers, agents, 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 for the termination, 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:

<u>PROVIDER</u>	<u>RECIPIENT</u>	<u>RECIPIENT</u>
City of Pullman <i>Building A</i> 190 <del>130</del> SE Crestview Street Pullman, WA 99163 ATTN: Fire Chief	City of Palouse P.O. Box 250 Palouse, WA 99161-0250 ATTN: Annie Pillers	Whitman County Rural Fire District No. 4 P.O. Box 430 Palouse, WA 99161-0430 Attn: Susan Lopez

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 three (3) 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 CONTRACT.

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.

12. RCW 39.34 REQUIRED CLAUSES.

A. Purpose. See provisions above.

B. Duration. See section 3 above.

C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. Responsibilities of the Parties. See provisions above.

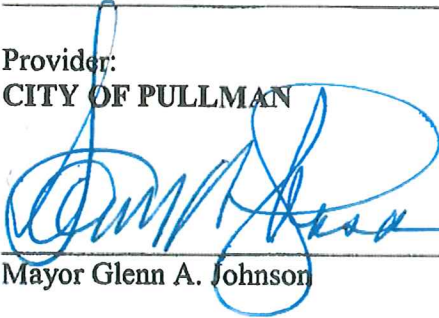
- E. Agreement to be Filed. PROVIDER shall file this Agreement with the Whitman County Auditor or place it on its website or other electronically retrievable public source. RECIPIENTS shall file this Agreement with the Whitman County Auditor or place this Agreement on their websites or other electronically retrievable public source.
- F. Financing. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination. See section 7 above.
- H. Property Upon Termination. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

[signature page follows]

23. SIGNATURES. The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

DATED: December 7, 2020

Provider:  
CITY OF PULLMAN



Mayor Glenn A. Johnson

ATTEST:

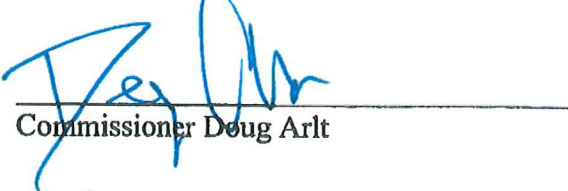


City Clerk Dee Stiles-Elliott

Approved as to Form:

City Attorney Laura D. McAloon

Recipient:  
WHITMAN COUNTY FIRE DISTRICT #4

  
Commissioner Ben Barstow  
Commissioner Doug Arlt  
Commissioner Larry West

DATED: 11/24/2020

Recipient:  
CITY OF PALOUSE

  
Mayor Chris Cook

ATTEST:

  
City Clerk Kyle Dixon

Approved as to Form:

  
City Attorney Eric Hanson

11/23/20  
Date

11/23/20  
Date

11/23/2020  
Date

## ATTACHMENT "A": SERVICES

1. **SERVICE AREA:** The following SERVICES shall be provided within Whitman County Fire District #4 and the City of Palouse during the term of this Contract.
2. **SERVICES:**
  - 2.1 The PROVIDER shall provide ("SERVICES"):
    - 2.1.1 Advanced Life Support (ALS) response and transport to Alpha, Bravo, Charlie, Delta and Echo (Whitcom Dispatch criteria) medical calls. The PROVIDER shall provide a Rescue Unit when requested by the RECIPIENT. Personnel administering this service are qualified and certified as set forth in Chapter 18.71 RCW and WAC 246-976
    - 2.1.2 Transportation of injured or ill persons shall be done in a licensed ambulance in accordance with the requirements of Chapter 18.73 RCW and WAC 246-975-020.
    - 2.1.3 The PROVIDER shall supply one Rescue Unit to all MVAs within RECIPIENT's jurisdictional boundaries to provide extrication services to Charlie, Delta and Echo calls (Whitcom Dispatch Criteria).
  - 2.2 The RECIPIENTS Shall Provide ("ADDITIONAL SERVICES"):
    - 2.2.1 The RECIPIENTS shall respond and provide Basic Life Support (BLS) services to all Omega (Whitcom Dispatch Criteria) calls. To aid the PROVIDER in providing the SERVICES set forth in Paragraph 2.1 of this Attachment "A," the RECIPIENTS shall provide initial Basic Life Support, staffing in the ambulance during transport if needed and available, fire protection and scene command. Personnel administering Basic Life Support service are qualified and certified as set forth in Chapter 18.71 RCW and WAC 246-976.