

AGREEMENT FOR EMERGENCY MEDICAL SERVICE STANDBY FOR 2019 EASTERN
WASHINGTON FOOTBALL GAMES

THIS AGREEMENT made and entered into this 24 day of July, 2019 by and between the Cheney Fire Department (hereinafter "CFD"), and Eastern Washington University (hereinafter "EWU").

WHEREAS, Cheney Fire Department has agreed upon the following covenants and conditions to provide such service.

1. CFD Responsibilities:

1.1 CFD will provide two (2) personnel to serve, during all home football games, as a dedicated medical standby for the safety of all spectators and visitors. For any football game, EWU may request more than 2 personnel if it deems appropriate. Personnel shall be trained to a minimum EMT level. The standby will arrive one hour before scheduled game time, and will remain on the scene for a period of thirty (30) minutes after the end of the game.

1.2 CFD shall treat the spectator/visitor as necessary, and shall arrange for ambulance transport to the nearest hospital if necessary.

1.3 CFD standby personnel will be equipped with medical equipment including an AED, oxygen, trauma supplies, ILS and/or ALS supplies (depending on standby personnel qualifications).

1.4 CFD shall provide the standby personnel at the rate of \$66 per hour, per person. If CFD fails to provide the dedicated standby personnel, a non-dedicated engine company standby will be provided at no charge. Billing will be based on one hour prior to game time, through the end of the official game time plus thirty (30) minutes.

1.5 CFD will invoice EWU at the end of the football season

1.6 CFD will make every effort to schedule a dedicated AMR unit for spectator standby. However, the AMR standby is predicated on emergency activities throughout the county, and may not be available in times of high volume calls-for-service. EWU will not be billed for any AMR spectator standby scheduled by CFD.

If a spectator or visitor requests or requires ground or air transport to a hospital due to a medical emergency, the associated costs will be borne entirely by the patient.

2. Term. The term of this Agreement shall be for the 2019 EWU football season.

3. Termination. Notwithstanding the foregoing, this Agreement may be terminated upon 15 days' advance written notice by either Party unless terminated earlier by mutual agreement of the Parties.

4. Payment. Payment will be made within 30 days after receipt of invoice.

5. Hold Harmless. Each party to this Agreement shall be responsible for claims and damages to

persons or property resulting from acts or omissions on the part of itself, students, its employees, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. Neither party to this Agreement shall be considered the agent of the other party.

6. Miscellaneous Provisions.

6.1 Assignment and Delegation. This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign or delegate, in whole or in part, its interest in this Agreement without the prior written approval of the other Party.

6.2 Notices and Other Communications. All notices, approvals, consents, and other communications required or permitted pursuant to this Agreement shall be in writing and shall be delivered by hand or sent by facsimile or prepaid courier or registered mail, to a Party at the address set forth below, or at such other address provided by such Party by written notice. Such communications shall become effective on the day when delivered by hand or the first business day following delivery by any other means.

If to the City:
City of Cheney
Attn: Fire Department
611 Fourth Street
Cheney, WA 99004

If to EWU:
Eastern Washington University
Attn: Procurement and Contracts
218 Tawanka Hall
Cheney, WA 99004

6.3 Governing Law; Venue. This Agreement is entered into, and its interpretation and enforcement, shall be governed exclusively by its terms and by the laws of the State of Washington, United States of America, without giving effect to that body of laws pertaining to conflict of laws. Any action brought by either Party against the other Party for claims arising out of this Agreement shall only be brought in a court of competent jurisdiction in Spokane County, Washington.

6.4 Attorneys' Fees. If any suit is brought or legal action is taken for the enforcement of any provision of this Agreement or as a result of any alleged breach thereof or for a declaration of any right or duty hereunder, the Party who substantially prevails in such suit or legal action shall be paid reasonable attorneys' fees from the Party who does not substantially prevail, and any judgment or decree rendered shall include an award thereof.

6.5 Entire Agreement. This Agreement embodies the entire understanding among the Parties and supersedes any and all prior negotiations, understandings, or agreements.

6.6 Third Parties. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

6.7 Anti-kickback. No officer or employee of the City, having the power or duty to perform an official act or action related to this Agreement, shall have, or acquire, any interest in this Agreement, or have solicited, accepted, or granted, a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.

6.8 Severability. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the Parties hereto. If such clause or provision cannot be so

enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

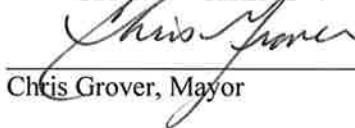
6.9. Amendment; Waivers. This Agreement shall not be amended, supplemented or modified except in writing executed by authorized representatives of the Parties. Waiver by a Party of any breach of any provision of this Agreement by the other Party shall not operate, or be construed, as a waiver of any subsequent or other breach and no Party's undertakings or agreements contained in this Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of that Party.

6.10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and either Party may execute this Agreement by signing any such counterpart. Signed counterparts executed and delivered by electronic mail or facsimile transmission shall be binding on the Parties and have the same force and effect as an original signed counterpart.


6.11. Representations and Warranties. Each Party represents and warrants that it has executed this Agreement freely, fully intending to be bound by the terms and provisions contained herein; that it has full power and authority to execute, deliver and perform this Agreement; that the person signing this Agreement on behalf of such Party has properly been authorized and empowered to enter into this Agreement by and on behalf of such Party; that prior to the date of this Agreement, all corporate action of such Party necessary for the execution, delivery and performance of this Agreement by such Party has been duly taken; and that this Agreement has been duly authorized and executed by such Party, is the legal, valid and binding obligation of such Party, and is enforceable against such Party in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date first written above.

THE CITY OF CHENEY:


Chris Grover, Mayor

EASTERN WASHINGTON UNIVERSITY:


Annika Scharosch, AVP for Civil Rights,
Compliance and Enterprise Risk Management

ATTEST:


Cindy Nidmeier, Finance Director

