

**INTERLOCAL AGREEMENT  
BETWEEN  
YAKIMA COUNTY AND THE CITY OF YAKIMA  
FOR PURCHASING SERVICES**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is entered into by and between the City of Yakima (“City”), a municipal corporation, and the County of Yakima (“County”), a Washington State political subdivision, under the authority and conformance with RCW 39.34, the Interlocal Cooperation Act.

**WHEREAS**, the City and County each have their own purchasing department and are authorized to perform this government service; and

**WHEREAS**, the County previously sent out a Request for Proposals for Emergency Medical Services (EMS)(9-1-1 Ambulance Service) (hereinafter referred to as “EMS”) in the County, which ultimately led to the County Commissioners not choosing any responding party for the work; and

**WHEREAS**, due to the previous RFP, the small number of ambulance service providers, and other factors, the County wishes to have the City’s Purchasing Department administer the RFP for EMS to avoid any perceived or actual conflicts of interest or other issues that might arise from the new RFP procedure; and

**WHEREAS**, the County shall compensate the City for the services provided as part of this RFP; and

**WHEREAS**, the City has the capacity to conduct the new RFP process, the County wishes to have the City administer the RFP for EMS, and both entities believe that it is in the best interest of the entities and the public to have the City administer the new RFP process for EMS; and

**WHEREAS**, both entities believe that cooperation will provide mutual advantage, as outlined herein, and provide services in a manner that will accord best with the RFP for EMS;

**NOW, THEREFORE**, in consideration of the mutual promises and conditions contained herein, the parties hereto agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions upon which the parties agree to have the City conduct the County’s RFP process for EMS in the County.

2. **DURATION.** This Agreement shall become effective upon signature of both parties, and shall remain in effect until the EMS contract is approved by the County.

3. **SERVICES PROVIDED BY CITY.** The parties agree that the most effective way to conduct the RFP is to have the City assume providing RFP services for EMS. No other RFP services will be conducted by the City under this Agreement. As part of this Agreement the County will cease its EMS RFP process and confer sole responsibility for the EMS RFP process to the City.

4. PAYMENT. In exchange for and in consideration of the services to be performed by the City pursuant to this Agreement, the County shall pay the hourly rates of all City employees conducting work or providing services under this Agreement. A spreadsheet of the anticipated services, as well as the hourly rates and additional charges, is attached hereto as Exhibit "1" and fully incorporated herein. This amount may be adjusted if the RFP takes more time than anticipated, if there is not an adequate response to the RFP or for other unforeseen circumstances. The City shall invoice the County monthly for the services provided under this Agreement. The County agrees to pay all costs and expenses of the City associated with this Agreement, whether listed in the spreadsheet of anticipated services, or not, within thirty (30) days of the date of the invoice. If payment is not made within that time period, the City may also charge interest on the unpaid balance at a rate not to exceed the usury rate.

5. COUNTY RESPONSIBILITIES.

- a. The County shall be responsible for contracting directly with a Third Party Consultant, identified by City Purchasing, who may be utilized by City Purchasing to assist with review of RFP specifications. The Third Party Consultant shall provide qualified Evaluation Committee members to review RFP submittals and score based on pre-determined Evaluation Criteria as outlined in the RFP document. The County shall accept the Evaluation Committee's Recommendation of Award and shall be responsible for routing any resulting resolution and contract through the Board of County Commissioners for approval.
- b. Once the City submits a Notice of Intent to Award to all Proposers, there will be a set period of time allowed for protests. In the event of a protest, the County will be responsible for the protest process including all communications and determinations.

6. CITY RESPONSIBILITIES. The City shall perform as the lead agency for purchasing services associated with the EMS RFP and ensure compliance with all legal purchasing requirements for the County. This includes providing all necessary personnel, equipment and facilities to provide the services described herein.

7. INDEPENDENT CONTRACTOR. The City shall be solely responsible for compensating its employees, and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement.

8. COMPLIANCE WITH LAW. The Parties to this Agreement shall comply with applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.

9. LIABILITY AND INDEMNIFICATION.

- a. To the maximum extent permitted by law, the County its officials, officers, employees, and agents agree to protect, defend, indemnify, and hold harmless, the City, its elected and appointed officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, administrative and other proceedings and all judgments, awards, losses, liabilities, damages (including punitive or exemplary damages), penalties, fines, costs and

expenses (including attorneys' fees and disbursements) for, arising out of, or related to any actual or alleged death, injury, damage or destruction to any person or any property (including but not limited to any actual or alleged violations of civil rights) to the extent caused by, arising out of, or relating to any act and/or omission (whether intentional, willful, reckless, negligent, inadvertent or otherwise) resulting from, arising out of, or related to the County, its officers, employees, agents, volunteers and/or subcontractors, actions, services, work or materials pursuant to this Agreement.

- b. To the maximum extent permitted by law, the City its officials, officers, employees, and agents agree to protect, defend, indemnify, and hold harmless, the County, its elected and appointed officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, administrative and other proceedings and all judgments, awards, losses, liabilities, damages (including punitive or exemplary damages), penalties, fines, costs and expenses (including attorneys' fees and disbursements) for, arising out of, or related to any actual or alleged death, injury, damage or destruction to any person or any property (including but not limited to any actual or alleged violations of civil rights) to the extent caused by, arising out of, or relating to any act and/or omission (whether intentional, willful, reckless, negligent, inadvertent or otherwise) resulting from, arising out of, or related to the City, its officers, employees, agents, volunteers and/or subcontractors, actions, services, work or materials pursuant to this Agreement.
- c. If any claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, litigation, or other proceedings, arise out of or in connection with the negligent acts and/or omissions of both the County and the City or their respective agents pursuant to this Agreement, each party shall be responsible for its proportionate share of any resulting judgments, awards, costs and expenses, and for its attorneys' fees and disbursements.
- d. Notwithstanding any provision to the contrary, the terms of this section shall survive any expiration or termination of this Agreement.

10. **TERMINATION.** This Agreement will terminate upon the end of the term. Alternatively, either party may terminate this Agreement upon thirty (30) days written notice to the other party of the intent to terminate the Agreement. All costs that have accrued up to the effective date of the termination shall be paid to the City. The City shall continue doing work during the thirty (30) day period and be paid for said work by the County, unless the County specifically instructs the City to immediately stop work in its termination notice, in which case the City will stop work upon receipt of the notice.

11. **DISPUTE RESOLUTION.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation in a court of competent jurisdiction. A request for mediation shall be made in writing, delivered to the other party to the Agreement. The parties shall jointly agree on a mediator, and file the notice with the person or entity administering the mediation. If a mediator cannot be agreed upon, each party shall choose one mediator, and the two mediators shall choose a third party to mediate the dispute. The request for mediation may be made concurrently with filing of a complaint, but, in such event, mediation shall proceed in advance of any other proceeding, which shall be stayed pending mediation for a period of ninety (90) calendar days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees for the mediation equally. The mediation shall be held in Yakima, Washington. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties do not resolve a dispute through mediation pursuant to this Section, the dispute can move forward and be resolved through litigation.

12. INTEGRATION, SUPERSESION, AND MODIFICATION. This Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties as to the subject matter herein. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

13. NONDISCRIMINATION PROVISION. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap, or any other protected class, in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12110 et. seq.). In the event of the violation of this provision, the other party may terminate this Agreement immediately.

14. ASSIGNMENT. This Agreement or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or part by the County or City to any other person or entity without the prior written consent of the other party. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assignor as are stated herein.

15. AMENDMENT. This Agreement shall be amended only by written mutual consent of the parties. Amendments to this Agreement may be initiated by either of the parties and shall become final after agreement by all parties and appropriate signatories are attached.

16. NON-WAIVER. The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof for the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

17. SEVERABILITY. If any term or provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be enforceable and effective to the fullest extent permitted by law. Further, the parties shall negotiate in good faith regarding amendments to this Agreement that would effectuate the intent of any provision held invalid or not enforceable.

18. NOTICES. All notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

City of Yakima:

Robert Harrison, City Manager  
120 North 2<sup>nd</sup> Street  
Yakima, WA 98901

And Also To: Maria Mayhue, Purchasing Manager  
129 North 2<sup>nd</sup> Street  
Yakima, WA 98901

Yakima County: Craig Warner, Budget Director  
128 North 2<sup>nd</sup> Street  
Yakima, WA 98901

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective upon receipt, or three business days after mailing, whichever comes first.

19. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Litigation necessary to resolve disputes not otherwise decided in accord with the provisions of Section 10, above, shall be decided in the Yakima County Superior Court.

20. RECORDS RETENTION. Documents generated by the City and the County pursuant to the services provided under this Agreement shall be delivered to either party, upon request. All such documents are subject to disclosure, unless exempt, pursuant to the Public Records Act, Chapter 42.56. *et.seq.*, as applicable. Records documenting services rendered and billings based thereon, or other communications regarding this Agreement shall be made available to either party for inspection and copying, as appropriate, during regular business hours of the entity holding the records.

21. ACQUISITION OF PROPERTY AND ASSETS. The parties do not intend to jointly acquire or manage any property. Acquisition of property by either party shall be in accordance with the laws and procedures applicable to such party.

22. NO THIRD-PARTY BENEFICIARY. Nothing in this Agreement is intended to create any rights in any entity not a party to this Agreement nor is any person or entity not named a party herein a third-party beneficiary to this Agreement.

23. APPROVAL. Each party shall approve this Agreement as specified by the laws and ordinances of the governing body of each party. The attested signatures of the City Manager and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained.

24. RECORDING. Pursuant to RCW 39.34.040, this Agreement shall be filed with the county auditor, or, alternatively, listed by subject on each public agency's web site or other electronically retrievable public source.

**CITY OF YAKIMA**

**YAKIMA COUNTY**

\_\_\_\_\_  
Robert Harrison, City Manager

\_\_\_\_\_  
Ron Anderson, Chairman

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Amanda McKinney, Commissioner

\_\_\_\_\_  
Sonya Claar Tee, City Clerk  
Contract No.: \_\_\_\_\_  
Resolution No.: \_\_\_\_\_

\_\_\_\_\_  
LaDon Linde, Commissioner

Approved as to form:

ATTEST:

\_\_\_\_\_  
Clerk of the Board

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

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney