

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF SUNNYSIDE  
and  
THE CITY OF GRANDVIEW  
for  
EMERGENCY MEDICAL TRANSPORT SERVICES**

**THIS INTERLOCAL COOPERATION AGREEMENT** entered into this 8<sup>th</sup> day of July 2019, between the City of Sunnyside ("Sunnyside"), a Washington Municipal Corporation, and the City of Grandview ("Grandview"), a Washington Municipal Corporation, both located in Yakima County, as authorized by Chapter 39.34 of the Revised Code of Washington, for the provision of emergency medical transport services.

**WHEREAS**, Sunnyside is licensed by the State of Washington to provide emergency medical transport services to residents within Sunnyside and surrounding region pursuant to Yakima County EMS and Trauma Care Council guidelines; and

**WHEREAS**, Sunnyside complies with all federal, state and local laws and regulations to continually participate in Medicare, Medicaid, TRICARE, and other federal and state healthcare programs; and

**WHEREAS**, Grandview has a need for emergency medical transport services within its municipal boundaries; and

**WHEREAS**, Grandview will contribute financial support to Sunnyside to hire additional cross-trained staff to provide emergency medical transport services within its municipal boundaries; and

**WHEREAS**, Sunnyside and Grandview wish to enter into this Interlocal Cooperation Agreement for the provision of emergency medical transport services for calls for service originating from locations within Grandview's municipal boundaries.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follow:

- 1. Purpose.** The purpose of this agreement is to allow Sunnyside to provide ambulance services within the Grandview city limits.
- 2. Responsibilities of the City of Sunnyside.** Sunnyside shall provide twenty-four (24) hour per day ambulance service to the City of Grandview which will consist of a 12-hour shift stationed in Grandview and a 12-hour shift responding from Sunnyside. Sunnyside shall make available the necessary emergency medical transport vehicles (ambulances), equipment, and personnel to respond within Grandview to requests for emergency medical transport services. Sunnyside shall use all reasonable means to provide for a prompt response with

sufficient vehicles, equipment and personnel to respond to requests for emergency medical transport services and other fire department related emergencies as may be requested, provided services fall within the training, certification, and job description of its employee(s) and volunteer(s).

Sunnyside shall provide Grandview with a quarterly report on the first day of January, April, July and October of each year this agreement remains in effect. Each quarterly report will include the number of calls originating within Grandview.

**3. Responsibilities of the City of Grandview.** Grandview shall pay a monthly fee assessed by Sunnyside in the amount of \$13,620 to be used to support the cost of adding additional staff. Payment will be due and payable at the first of each month preceding services. Any payment not made by the 10<sup>th</sup> of each month shall incur a late fee of 1.5 percent per month interest until paid. Sunnyside shall provide a monthly courtesy statement to Grandview.

The monthly fee established herein is subject to change due to any increase or decrease in funding from outside sources.

The City of Grandview may provide suitable quarters for an ambulance and ambulance personnel at the City of Grandview Fire Department or other location as deemed appropriate by both parties for every hour that Grandview desires the presence of an ambulance and crew within its municipal boundaries. Said quarters, whether temporary or permanent in structure shall include fully furnished living area, bathroom facilities with showers, kitchen, and sleeping rooms as well as ample heated garage space for the apparatus and accompanying equipment. Quarters shall be approved by Sunnyside.

The parties understand that no such facility currently exists and that Grandview, if it desires 24-hour staffing of ambulance personnel, will have to locate a suitable location, design, and then remodel or build the facility. During the interim period, services will be provided as identified in Section 2.

**4. Cost of Service.** Until 24-hour staffing is established in Grandview for the calendar year 2019, the annual cost of service is \$617,079 as outlined in Exhibit "A" attached hereto and incorporated herein by reference. Said fee, and the fee assessed in each subsequent year of this Agreement, shall be paid in twelve monthly installments in accordance with Section 3 of this Agreement.

It is neither the intent of neither Sunnyside nor Grandview to annually negotiate the terms of this Agreement. The parties however recognize that the costs of services pursuant to this Agreement may change over time. In the event either Sunnyside or Grandview seek to change the fee assessed pursuant to this Agreement or the level of services, each party shall first notify the other in writing of its intent to do so, and of the reasons for the proposed change, no later than the first day of September the preceding year. If either party objects or for other reasons disagrees with the proposed change, the objecting party shall notify the initiating party in writing within thirty

(30) days after receiving notice. The parties shall undertake good faith efforts to resolve any dispute as to an increase or decrease in fees assessed pursuant to this Agreement. In the event the parties are not able to resolve their disagreement, said disagreement shall be resolved by way of binding arbitration to occur no later than the last day of November as set forth in Section 15 of this Agreement, provided that each party shall bear its own costs and the costs and fees of the arbitrator shall be shared equally by the parties. Any fee or service increase or decrease implemented pursuant to this Agreement shall become effective on the first day of January the subsequent year.

5. **Term.** This Agreement shall commence on the 1<sup>st</sup> day of September, 2019 and continue until December 31, 2024. This Agreement shall automatically renew for one additional five (5) year term after the initial term unless terminated by either party.

6. **Independent Contractor.** The parties intend that an independent contractor relationship be created by this Agreement. Nothing herein shall be construed to create an employer-employee or master-servant relationship. All services performed pursuant to this Agreement shall be performed by the City of Sunnyside as an independent contractor.

7. **Indemnification.** Sunnyside shall indemnify, defend, and hold harmless Grandview, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of Sunnyside, its officers, agents and employees, in the performance of the Agreement.

Grandview shall indemnify, defend, and hold harmless Sunnyside, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of Grandview, its officers, agents and employees, in the performance of the Agreement.

8. **Termination/Modification.** Any Party hereto may terminate this Agreement upon written notice either personally delivered or mailed postage-prepaid by certified mail not less than six months nor greater than 12 months.

9. **Termination for Breach.** This Agreement may be terminated by either Party for cause, provided that in the event of a breach, the non-breaching party shall give written notice to the breaching party stating specifically the provision of the Agreement alleged to have breached and the factual basis underlying the alleged breach. Within 30 days after the receipt of the notice, the breaching party shall:

- a. cure said breach; or
- b. contest the alleged breach.

Failure to cure the breach or contest the alleged breach within 30 days shall be deemed a material breach of this Agreement and shall enable the non-breaching party to unilaterally terminate this

Agreement upon written notice of termination via certified mail to the breaching party. Termination shall be effective upon receipt of said notice.

In the event of such termination Grandview shall pay Sunnyside for all services provided up to the date of termination. Sunnyside shall refund any payments made for services which have not been provided.

**10. Implementation.** The Chief Executive Officers of Sunnyside and Grandview will be jointly responsible for proper implementation of this Agreement.

**11. Interlocal Cooperation Act Provision.** Each party will use its own vehicles, equipment, inventory and personnel for their respective performances under the terms of this Agreement unless otherwise provided herein, which shall remain the sole property and responsibility of each respective party. All personnel utilized by Sunnyside and Grandview in the fulfillment of this Agreement shall be solely within the supervision, direction and control of the respective entity and shall not be construed as "loan servants" or employees of the other party. No special funds or budgets are anticipated, nor shall be created as a result of this Agreement. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of any real or personal property anticipated. The respective fire chiefs from the City of Sunnyside and City of Grandview shall cooperatively, through mutual agreement of both parties, determine appropriate response, operational, and related policies and procedures to automatically assist and facilitate the intent of this ILA through memorandum of understanding with notice to and consent from each City's respective administrator as listed in Section 12 of this Agreement. Such MOU may be periodically updated and amended as necessary to meet the public safety needs of each City without invalidating this Agreement.

**12.** The City of Sunnyside's City Manager along with the City of Grandview's City Administrator shall be designated as the Administrators of this Interlocal Cooperation Agreement.

A copy of this Agreement shall be filed with the Yakima County Auditor or posted upon the website of either of the entities in compliance with RCW 39.34.040.

**13. Anti-Discrimination.** The Parties agree that they shall not discriminate against any worker, employer, or applicant, or any member of the public or otherwise commit an unfair employment practice, as specified in Chapter 49.60 RCW.

**14. Notice.** All notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed via certified mail, return receipt requested, to the attention of the individual or position identified below. The Parties may, upon mutual agreement, determine to accept notice via email.

City of Sunnyside:  
Martin Casey, City Manager, or successor  
City of Sunnyside  
818 East Edison Avenue  
Sunnyside WA 98944  
E-Mail: mcasey@sunnyside-wa.gov

City of Grandview  
Cus Arteaga, City Administrator, or successor  
City of Grandview  
207 West Second Street  
Grandview WA 98930  
E-Mail: carteaga@grandview.wa.us

**15. Applicable Law/Dispute Resolution.** This Agreement is governed, construed and enforced in accordance with the laws of the State of Washington. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event the dispute is not resolved, it shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); and venue shall be placed in Yakima County, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.


**16. Non-Waiver.** Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice to the party's right to require strict performance of the same provision or any other provision in the future.

**17. Entire Agreement/Modification.** This Agreement contains all the terms and conditions agreed to by the Parties. All items incorporated by reference are attached. No other understanding, verbal or otherwise, in regard to the subject matter of this Agreement shall be deemed to exist. Any modification of this Agreement shall be in writing and signed by both parties in order to be effective.

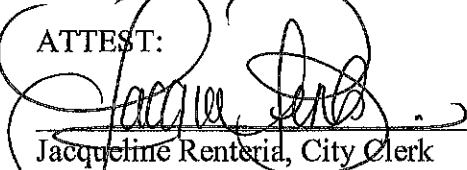
IN WITNESS WHEREOF, the Parties have executed this Agreement by the duly authorized officers on the day and year first written above.

CITY OF SUNNYSIDE

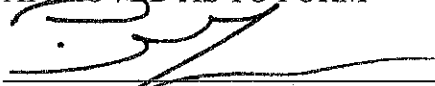
CITY OF GRANDVIEW


By:   
Martin Casey, City Manager

By:   
Mayor Gloria Mendoza

ATTEST:   
Jacqueline Renteria, City Clerk

ATTEST:   
Anita Palacios, City Clerk

APPROVED AS TO FORM  
  
Kerr Law Group  
Attorneys for the City of Sunnyside

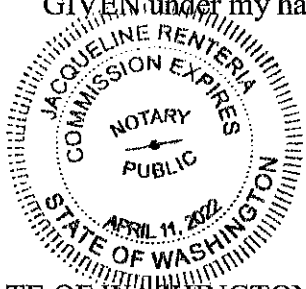
APPROVED AS TO FORM:  
  
Quinn Plant  
Attorney for the City of Grandview

CITY CONTRACT NO: A-2019-39  
RESOLUTION NO: X  
COUNCIL MTG: 07-08-19

STATE OF WASHINGTON )  
   :SS  
 County of Yakima                    )

On this day personally appeared before me MARTIN CASEY, City Manager for the City of Sunnyside, to be known to be the individual in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25<sup>th</sup> day of July 2019.

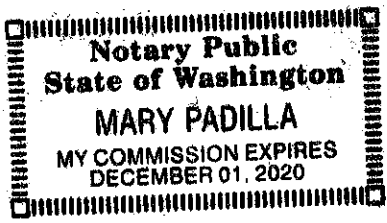


*Jacqueline Renteria*  
 Notary Public in and for the State of Washington  
 Residing at Grandview  
 My Commission Expires 04.11.22

STATE OF WASHINGTON )  
   :SS  
 County of Yakima                    )

On this day personally appeared before me Gloria Mendoza, Mayor for the City of Grandview, to be known to be the individual in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24<sup>th</sup> day of July 2019.



*Mary Padilla*  
 Notary Public in and for the State of Washington  
 Residing at Grandview  
 My Commission Expires 12/1/20

## EXHIBIT A

### Proposal to provide ambulance transport service to City of Grandview

PROJECTED ANNUAL OPERATIONAL COST	Year 1	Year 2
<u>Annual Payroll:</u>		
Full-Time Salaries & Benefits (4 FTE using 2018 CBA step A in Year 1)	\$ 386,984	\$ 406,333
Part-Time / Reserve / Backfill Stipends & Benefits ( Initiative 1433 compliant)	\$ 155,200	\$ 162,960
Unforeseen Overtime 1.5%	\$ 5,805	\$ 6,095
<b>Subtotal Annual Payroll:</b>	<b>\$ 547,989</b>	<b>\$ 575,388</b>
<u>Annual Professional Services:</u>		
Insurance - Personnel (included in payroll) / Vehicles under SFD umbrella	SFD	SFD
Legal Fees - TBD via Interlocal Agreement	TBD	TBD
DOH Ambulance Licensing Fees -	SFD	SFD
EMS Billing 458 Grandview calls (assumes 3.5% projected volume increase)	\$ 11,450	\$ 11,851
LVFD Dispatch Fees (4.6% annual increase)	\$ 24,050	\$ 25,156
Vehicle Maintenance Services	\$ 5,200	\$ 5,460
Annual DOT Physicals	\$ 810	\$ 910
<b>Subtotal Annual Professional Services:</b>	<b>\$ 41,510</b>	<b>\$ 43,377</b>
<u>Annual Training &amp; Consumable Supplies</u>		
Personnel Uniforms (FTE & PT/Reserves/Backfill)	\$ 6,505	\$ 6,505
Annual NFPA / OSHA / EMS Training & ConEd	\$ 7,500	\$ 7,500
Zoll Maintenance Fees	\$ 1,100	\$ 1,100
Fuel & Oil	\$ 9,500	\$ 9,500
EMS Disposable Equipment	\$ 2,975	\$ 3,124
<b>Subtotal Annual Training &amp; Consumable Supplies:</b>	<b>\$ 27,580</b>	<b>\$ 27,729</b>
<b>TOTAL PROJECTED ANNUAL OPERATIONAL COSTS:</b>	<b>\$ 617,079</b>	<b>\$ 646,494</b>
<u>PROJECTED REVENUE &amp; OFFSETS</u>		
EMS Billing for estimated 800 calls in Region III @ \$189/each (3.5% volume)	\$ 151,200	\$ 156,492
YCOEMS Levy on estimated 672 calls	\$ 97,440	\$ 97,440
<b>Subtotal Projected Revenue &amp; Offsets</b>	<b>\$ 248,640</b>	<b>\$ 253,932</b>
Projected Annual Net Cost:	\$ 368,439	\$ 392,562
Sunnyside Annual Share	\$ 205,000	\$ 205,000
Grandview Annual Share	\$ 163,439	\$ 187,562
<b>:Grandview monthly breakdown remainder 2019 thru December 31, 2020</b>	<b>\$ 13,620</b>	
<b>:Grandview monthly breakdown January 1, 2021 thru December 31, 2021</b>		<b>\$ 15,630</b>