

AGENDA REQUEST FORM

Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232

Prepared by:

Joseph Brusic/Deborah Clausing

Department: Prosecutor's Office

Requested Agenda Date: DEC 27 2022

Presenting: Joe Brusic

Document Title:

Accepting McGrath's Recommendation and the City of Yakima Purchasing Department's paperwork entering an Intent to Negotiate with American Medical Response.

Action Requested: *Check Applicable Box*

- ☒ PASS RESOLUTION ☐ EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT
☐ ISSUE PROCLAMATION ☐ PASS ORDINANCE ☐ OTHER _____

Describe Fiscal Impact:

N/A

Background Information:

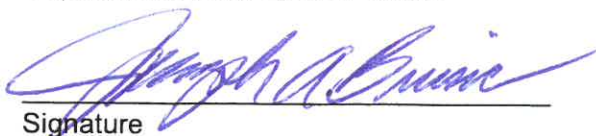
Please see the Intent to Negotiate from City of Yakima Purchasing Manager Christina Payer. Please also see the final study recommendation from McGrath Consulting, Inc. For background, please see the agreement with Yakima County and City of Yakima Purchasing for this RFP process.

Summary & Recommendation:

Accept the Recommendation of McGrath Consulting, Inc.

Motion:

Department Head/ Elected Official


Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial

VAB

Late Agenda Requests Require BOCC Chairman Signature:

BOARD OF YAKIMA COUNTY COMMISSIONERS

RESOLUTION

IN THE MATTER OF ENTERING AN INTENT
TO NEGOTIATE WITH AMERICAN MEDICAL
RESPONSE (AMR) FOR 9-1-1 AMBULANCE
SERVICES

336-2022

WHEREAS, pursuant to Yakima County's Interlocal Agreement (ILA) with City of Yakima Purchasing (BOCC 267-2021), the City of Yakima performs as the lead agency for purchasing services associated with the Emergency Medical Services (EMS) Request for Proposals (RFP); **and**

WHEREAS, this RFP process called for proposals from qualified vendors for high quality contracted Emergency Medical Services. On July 8, 2022, RFPs were accepted by the City of Yakima Clerk's Office from interested parties. City of Yakima Purchasing staff reviewed the submittals for responsiveness to the RFP specifications. All submittals were deemed to be responsive; **and**

WHEREAS, the Third-Party Consultant identified by City Purchasing, McGrath Consulting, Inc., was utilized by City Purchasing to assist with review of the RFP specifications. McGrath Consulting Group was then tasked with evaluating each submittal and scoring the submittals based on the following criteria:

Number	Description	Max Points
1	Organizational Capabilities, including training, medical direction programs, customer service, risk management practices, ability to manage expansion, dispatch center operations, systems, reporting and monitoring, safety, disaster preparedness, coverage, vehicles, equipment, and supplies – ambulance.	30
2	Qualifications and experience of firm, firm officers, management personnel, and key personnel assigned to this project.	25
3	The Proposer's demonstrated understanding of the contractual undertaking, including the Proposer's approach to project, management plan, transition, and alignment to the scope of work.	20
4	Financial capacity and overall risk/benefit assessment	10
5	Cost Proposal	10
6	References, past performance response time	5
TOTAL POSSIBLE POINTS		100

McGrath Consulting Group, Inc. has made its recommendation of award to American Medical Response. The overall scoring on proposals deemed as responsive are as follows:

1. Advanced Life Systems #1 81.5
2. Advanced Life Systems #2 55.0
3. **American Medical Response 90.8**

BOARD OF YAKIMA COUNTY COMMISSIONERS

RESOLUTION

WHEREAS, the Yakima County Commissioners hereby accept the recommendation of the McGrath Consulting Group, Inc., as required by the Interlocal Agreement entered into with the City of Yakima Purchasing Department.

BE IT HEREBY RESOLVED that Yakima County enters into this Intent to Negotiate with American Medical Response for 9-1-1 emergency ambulance services.

DONE this 27th day of December 2022.

Attest:

Amanda McKinney, Chair

Julie Lawrence, Clerk of the Board
Erin Franklin, Deputy Clerk of the Board

LaDon Linde, Commissioner

Ron Anderson, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*



CITY OF YAKIMA PURCHASING DIVISION

• 129 North 2nd Street • Yakima, Washington • 98901 • (509) 575-6093

December 9, 2022

Board of Yakima County Commissioners

Re: Recommendation of Intent to Negotiate – RFP C12206P 9-1-1 Ambulance Transport Services

Dear Commissioners,

Pursuant to Yakima County's Interlocal Agreement (ILA) with City of Yakima Purchasing (BOCC 267-2021), the City of Yakima performs as the lead agency for purchasing services associated with the Emergency Medical Services (EMS) Request for Proposals (RFP). The County was responsible for contracting directly with a Third-Party Consultant identified by City Purchasing that was utilized by City Purchasing to assist with review of the RFP specifications. The City of Yakima Purchasing identified McGrath Consulting Group, Inc., and Yakima County entered into an agreement with McGrath Consulting, Inc., on September 20, 2022.

Also pursuant to the ILA, Yakima County shall accept the Evaluation Committee's Recommendation of Award." ILA Section 5a. McGrath Consulting Group, Inc has concluded their evaluation process on submittals that were received for 9-1-1 Ambulance Services.

This RFP process called for proposals from qualified vendors for high quality contracted Emergency Medical Services. On July 8, 2022 RFPs were accepted by the City of Yakima Clerks Office from interested parties. City of Yakima Purchasing staff reviewed the submittals for responsiveness to the RFP specifications. All submittals were deemed to be responsive.

On September 22, 2022 McGrath Consulting Group, Inc were sent their executed agreement, Evaluation Committee Rules, Code of Ethics, Member Agreements, Score Sheets and RFP Proposal Submittals. They were then tasked with evaluating each submittal and scoring based on the following criteria:

Number	Description	Max Points
1	Organizational Capabilities, including training, medical direction programs, customer service, risk management practices, ability to manage expansion, dispatch center operations, systems, reporting and monitoring, safety, disaster preparedness, coverage, vehicles, equipment and supplies – ambulance.	30
2	Qualifications and experience of firm, firm officers, management personnel, and key personnel assigned to this project.	25
3	The Proposer's demonstrated understanding of the contractual undertaking, including the Proposer's approach to project, management plan, transition, and alignment to the scope of work.	20
4	Financial capacity and overall risk/benefit assessment	10
5	Cost Proposal	10
6	References, past performance response time	5
TOTAL POSSIBLE POINTS		100

October 17, 2022 McGrath Consulting Group, Inc made their recommendation of award to American Medical Response. The overall scoring on proposals deemed as responsive are as follows:

1. Advanced Life Systems #1 81.5
2. Advanced Life Systems #2 55.0
3. **American Medical Response 90.8**

I'm including a copy of the executed agreement for McGrath Consulting, Inc (BOCC 264-2022), C12206P Submittal Responsiveness Checklist, Final Study from McGrath Consulting Group, Inc.

Please let me know if you have any questions.

Sincerely,



Christina Payer, Acting Purchasing Manager
City of Yakima

CC: File



October 17, 2022

City of Yakima Purchasing Division
Atten: Christina Payer
129 N 2nd Street
Yakima, WA 98901

Christina Payer,

McGrath Consulting Group, Inc. was hired by the Board of Yakima County Commissioners (BOCC Agreement 264-2022) on September 20, 2022 for the purpose of evaluating 9-1-1 Ambulance Transport Services (RFP C12206P).

The consulting team consisted of five(5) consultants, four (4) of which scored the three (3) proposals submitted and the fifth (5th) member conducted reference checking and gathered general information requested by consulting team members. All members had previously signed and submitted the Evaluation Committee Member Agreement. All final scoring by the consulting team utilized form C122006P 9-4-4 Ambulance Services, which consisted of six (6) scoring sections and total points awarded.

Consulting Team

The team of consultants is consistent with our proposal of July 25, 2022, with the exception of only one Human Resource reviewed the proposals but did not score them.

Scoring

Three proposals were submitted to McGrath Consulting Group, Inc.:

- *Advance Life Systems Ambulance (ALS proposal 1)*
- *Advance Life Systems Ambulance (ALS proposal 2)*
- *American Medical Response, Inc. (AMR)*

The consultant evaluators were given approximately three (3) weeks to review the proposals and provide a score on the required form. On October 17, 2022, all evaluators and the general information consultant submitted their materials to the project manager. The final average scoring of the three proposals, by the consulting team is illustrated in the table below:

Table 1 – Composite Proposal Ranking

<i>Consultants</i>	<i>ALS 1</i>	<i>ALS 2</i>	<i>AMR</i>
<i>Average</i>	<i>81.5</i>	<i>55.0</i>	<i>90.8</i>

General Consultants Comments

Each of the four (4) scoring consultants was allowed to add some general comments about the proposals if desired. The following general comments were provided by members of the scoring consulting team.

- *The AMR proposal was more directly related to the County RFP*
- *ALS proposal 2 alternative was based on retaining two providers, which seemed to contradict the intent of the County's RFP request.*
- *No references were provided by ALS*
- *AMR appeared to have a more cohesive relationship with the City which might translate to the County.*
- *AMR has greater redundancy of resources if needed.*
- *Although all three proposals indicated a Line of Credit it appears as if AMR has greater fiscal resources if needed.*

Recommendation

McGrath Consulting Group, Inc. recommends, after a comprehensive review of the three proposals, that Yakima County award 9-1-1 Ambulance Transport Services to American Medical Responders, Inc. (AMR).

Sincerely,

Tim McGrath, Ph.D.

Tim McGrath, Ph.D.
CEO

BOCC Agreement

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

267-2021

Yakima County, WA

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, SUPERSESSON, 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 2nd Street
Yakima, WA 98901

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

Yakima County: Craig Warner, Budget Director
128 North 2nd 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.

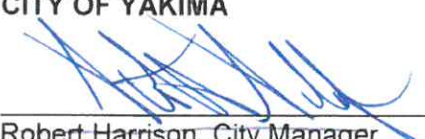
21. ACQUISITION OF PROPERTY AND ASSETS. The parties do not intend to jointly acquire or manage any property. Acquisition of property by either party shall be in accordance with the laws and procedures applicable to such party.

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


Robert Harrison, City Manager

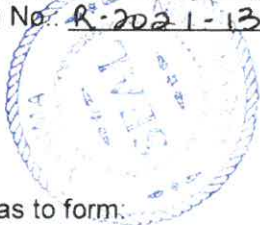
Scott Schaefer, Acting City Manager
Date: 10/6/2021

ATTEST:



Sonya Claar Tee, City Clerk

Contract No. 2021-154

Resolution No. R-2021-133



Approved as to form:


City Attorney


YAKIMA COUNTY

Ron Anderson
Ron Anderson, Chairman

Amanda McKinney
Amanda McKinney, Commissioner

LaDon Linde
LaDon Linde, Commissioner

ATTEST:


Clerk of the Board



Approved as to form:


Deputy Prosecuting Attorney