

INTERLOCAL AGREEMENT FOR GURNEY USE

This Interlocal Agreement for Gurney Use (“Agreement”) is made and entered into this day by and between the COUNTY OF WHATCOM, a municipal corporation, hereinafter referred to as the “County” and WHATCOM COUNTY FIRE PROTECTION DISTRICT #11, a municipal corporation, hereinafter referred to as “District”. The County and District are the only parties to the Agreement and may be referred to collectively as the “Parties” hereinafter.

RECITALS

1. **WHEREAS**, this Agreement is entered into in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act; and
2. **WHEREAS**, the Parties consider it to be in the best interest of the citizens they serve to explore and collaborate wherever feasible to improve efficiency and service delivery; and
3. **WHEREAS**, the County currently has an agreement with Flex Financial, a division of Stryker Sales Corp. under which the County Leases Power Pro Ambulance Cots “Gurneys”; and
4. **WHEREAS**, the District owns and operates ambulances that would benefit from use of the County leased Gurneys.

TERMS

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Gurney Use.** The County shall allow the District to use the Gurneys pursuant to the terms of this Agreement. The District agrees to use the Gurneys in conformity with applicable federal, state and local laws and regulations. The District further agrees that it will only permit properly trained and equipped personnel to operate the Gurneys.
2. **Gurney Identification.** The County will provide the District with one Gurney for each ambulance operated by the District that is equipped to use the Gurney. Each Gurney will have a county asset tag with a unique identification number. When the District transfers a patient on a Gurney, the District will be provided with another like Gurney.
3. **Term.** This Agreement shall be effective on _____, and shall continue until terminated by either party with 30 days advance written notice to the other party.
4. **Consideration.** This Agreement provides a mutual benefit to both parties as it provides a benefit to the public served by both parties and no additional consideration is required.
5. **District Obligations.** The District agrees to install in its ambulances a power load system that is compatible for use of the Gurneys.

- 6. Property Insurance.** The District shall maintain property insurance for the Gurneys in its possession in an amount sufficient to cover the full replacement cost of the Gurneys in the event of damage or loss.
- 7. Liability Insurance.** Each party shall carry public liability insurance, in amounts and with companies satisfactory to the other party, insuring against any claims for personal injuries and third-party property damage arising out of the use, control, operation, or maintenance of the Gurneys by that party. Each Party shall furnish proof of such insurance to the other Party on request.
- 8. Liability.** The party using or possessing a Gurney assumes the risk of liability arising from or pertaining to the use and possession of the Gurney. The party using or possessing the Gurney shall indemnify and hold the other party harmless from and against any and all claims, costs, expenses, damage, and liabilities, including attorney's fees, arising from or pertaining to the use or possession of the Gurney.
- 9. Gurney Maintenance.** All Gurneys are covered under the 10-year maintenance agreement with Stryker to meet the safety and maintenance requirements of the equipment. If maintenance is needed or an issue with the Gurney arises, the party in possession of the Gurney must contact the Whatcom County EMS Manager to ensure the issue is resolved.
- 10. Gurney Ownership.** The County rents the Gurneys and the District shall not obtain any ownership interest in the Gurneys used under this Agreement.
- 11. Administration.** This Agreement shall be administered by the Chief of the Fire District and Emergency Medical Services Manager of the County.
- 12. Modification.** This instrument constitutes the entire agreement between the parties and supersedes all prior agreements. No modification or amendment shall be valid unless evidenced in writing, properly agreed to and signed by both parties.
- 13. Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.
- 14. Non-Exclusive Agreement.** The County shall not be precluded from entering into similar agreements with other municipal corporations.
- 15. Notices.**

All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given when delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

WHATCOM COUNTY

c/o County EMS Manager
311 Grand Avenue, Suite 108
Bellingham Washington 98225

WHATCOM COUNTY FIRE PROTECTION DISTRICT #11

c/o Chief McLane
39809 Legoe Bay Road
Lummi Island, WA 98262

Executed this _____ day of _____, 2021, for WHATCOM COUNTY.

Satpal Sidhu, County Executive

Approved as to form:

Christopher Quinn per email 04/09/21
County Civil Deputy Prosecuting Attorney

**Executed this ____ day of _____, 2021, for WHATCOM COUNTY FIRE
PROTECTION DISTRICT NO. 11.**

Fire Chief Duncan McLane