WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. 202104005

Originating Department:		Executive			
Division/Program: (i.e. Dept. Division and Program)		Emergency Medical Services			
Contract or Grant Administrator:		Mike Hilley EMS Manager			
Contractor's / Agency Name:		Fire Protection District No. 11			
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes O No O Yes O No O If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: Yes O No O					
Does contract require Council Approval? Yes • No • If No, include WCC: Already approved? Council Approved Date:					
Is this a grant agreement? Yes O No O If yes, grantor agency contract number(s): CFDA#:					
Is this contract grant funded? Yes O No O If yes, Whatcom County grant contract number(s):					
Is this contract the result of a RFP or Bid proces Yes O No O If yes, RFP and Bid nu		Contract Cost Center: 130100			
Is this agreement excluded from E-Verify? No 🔿 Yes 💿 If no, include Attachment D Contractor Declaration form.					
If YES, indicate exclusion(s) below: Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency Contract work is for less than \$100,000. Contract work is for less than 120 days. Interlocal Agreement (between Governments).					
Contract Amount: (sum of original contract Council approval required for; all property leases, contracts or bid awards exceeding					
amount and any prior amendments):		professional service contract amendments that have an increase greater			
		or 10% of contract amount, whichever is greater, except when: g an option contained in a contract previously approved by the council. is for design, construction, r-o-w acquisition, prof. services, or other ests approved by council in a capital budget appropriation ordinance. vard is for supplies. In this included in Exhibit "B" of the Budget Ordinance. is for manufacturer's technical support and hardware maintenance of e systems and/or technical support and software maintenance from the r of proprietary software currently used by Whatcom County.			
2. Contract i					
\$ 4. Equipmen 5. Contract is electronic					
					This agreement allows for the use by Fire Protection District No. 11 of the Whatcom County Leased gurneys and establishes the shared risk and liability responsibility of each party.

Term of Contract: April, 2021		Expiration Date: Ongoing		
Contract Routing:	1. Prepared by: M. Hilley		Date:	04/05/21
	2. Attorney signoff: Christopher Quinn		Date:	04/09/21
3. AS Finance reviewed: M Caldwell		Date:	4/5/21	
4. IT reviewed (if IT related):		Date:		
:	5. Contractor signed:		Date:	
	6. Submitted to Exec.:		Date:	
	7. Council approved (if necessary):	V AB2021-250	Date:	4-20-21
:	8. Executive signed:		Date:	
	9. Original to Council:		Date:	

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 $A\rho_1 2 (202)$, 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.

DocuSigned by:

Satpal Single Sidler 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.**

DocuSigned by:

Durcan Melane

Fire Chief Duncan McLane