

TEMPORARY AMBULANCE USE AGREEMENT

This Agreement dated January 8, 2024 is entered into between MASON COUNTY FIRE PROTECTION DISTRICT NO. 18, a municipal corporation, hereafter referred to as "District 18", and MASON COUNTY FIRE PROTECTION DISTRICT NO. 17, a municipal corporation, hereafter referred to as "District 17."

RECITALS

1. This Agreement is entered into under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. District 18 currently owns a 1999 Ford E350 VIN # 1FDWE30F1XHA45375 "Ambulance" that is temporarily surplus to its needs and District 17 has the temporary need to use the Ambulance.
3. Use of the Ambulance by District 17 will benefit the District 18 by decreasing District 17's reliance on mutual aid from the District 18 and increasing District 17's ability to provide mutual aid to the District 18.

AGREEMENT

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. **Ambulance Use.** District 18 shall allow District 17 to use the Ambulance as a front line apparatus from January 1, 2024 until December 31, 2024.
2. **Use Restrictions.** The Ambulance may only be used by properly licensed, qualified and insurable District 17 or District 18 personnel. The Ambulance may only be used in conformity with all applicable motor vehicle laws and regulations to include an annual Washington State approved EVIP program. The Ambulance shall operate under District 18's EMS license and District 17 personnel shall comply with all Department of Health rules and regulations consistent with District 18's license requirements, to include transporting with a WA DOH certified EMT as the primary care provider. Any WA state certified EMT of District 17 who wishes to do transports must be approved by Chief Sexton and have access to the District 18 Medical Incident Reporting software ESO. The approved providers will be maintained by District 18 on the District 18 DOH roster. No other medical provider is authorized to transport a patient in this apparatus as the primary care provider unless a member of District 18.
3. **Ambulance Ownership.** The Ambulance is owned by District 18 and shall remain the property of District 18 at the termination of this Agreement. In the event District 17 purchases additional equipment or supplies to enhance the use of the Ambulance, such additional equipment and supplies shall remain the property of District 17.
4. **District 17 Payment.** Consideration for this temporary use agreement is set forth as Recital number 3.

5. **Ambulance Operation Costs Routine Maintenance and Repairs.** District 17 shall be solely responsible for all ongoing maintenance costs while using the Ambulance and shall furnish all required fuel and lubricants necessary for the day to day operation of the Ambulance. District 17 shall follow an Ambulance maintenance schedule as established by District 18, and provide detailed records of any work done to the ambulance and by whom the work was done.
6. **Termination.** Either party may terminate this Agreement with 30 days advance written notice delivered to the other party.
7. **Return of Equipment.** On the expiration or termination of this agreement, District 17, at its own cost and expense, shall return the Ambulance, unencumbered, and in the same condition as received, reasonable wear and tear excepted, to District 18.
8. **Property Insurance.** District 18 shall provide property insurance for the Ambulance during the term of this Agreement. In the event of any damage or repair costs are not covered by District 18's insurance, including but not limited to any applicable deductibles, District 17 shall be responsible for all such costs.
9. **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 Apparatus. Each Party shall furnish proof of such insurance to the other Party.
10. **Indemnification/Hold Harmless.** District 17 agrees to assume responsibility for all liabilities that occur or arise in any way out of the use of the ambulance by District 17 its, employees, agents or guests and to save and hold District 18, its elected officials, employees and officers harmless from all costs, expenses, losses and damages, including the costs of defense, incurred as a result of any acts or omissions of District 17, its elected officials, officers, employees, agents while using of the Ambulance. Provided, however, District 18 shall remain liable for all costs, expenses, losses and damages, including the costs of defense, incurred as a result of the negligence of District 18 its elected officials, officers, employees and volunteers. For purposes of this indemnification, District 17, its elected officials, officers and employees, shall not be considered to be agents of the District. **IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES BOTH PARTIES WAIVER OF IMMUNITY UNDER THE INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY TO CARRY OUT THE PURPOSES OF THIS INDEMNIFICATION CLAUSE. BOTH PARTIES FURTHER ACKNOWLEDGE THAT THE PARTIES HAVE MUTUALLY NEGOTIATED THIS WAIVER.,**

11. Warranty Disclaimer. District 18 is neither the manufacturer of the equipment, nor the manufacturer's agent and MAKES NO WARRANTY NOR REPRESENTATION, EXPRESS OR IMPLIED, REGARDING THE FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIALS OR WORKMANSHIP IN THE EQUIPMENT and is not responsible for any repairs, service, or defects in the equipment or its operation, it being agreed that all such risks are to be borne by District 17 at its sole risk and expense, as District 17 itself has made its own selection of the equipment based upon its own judgment. District 17 accordingly shall not make any claim against District 18 for any deficiency of the equipment. District 17 further agrees, regardless of cause, not to assert any claim against District 18 for consequential damages.

12. Miscellaneous

12.1. No Separate Entity Created. This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.

12.2. Administration. Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the chief officers of the respective Parties.

12.3. Property Ownership. This Agreement does not provide for jointly owned property.

12.4. 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.

12.5. Filing/Web Site. Filing/Web Site. This Agreement shall either be filed with the County Auditor or by listing on either of the party's websites in accordance with RCW 39.34.040.

12.6. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference, or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the Mason County Superior Court, Mason County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit arising from the parties' performance of this Agreement, each party shall pay all its own legal costs and attorneys' fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.

12.7. **Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

**MASON COUNTY FIRE PROTECTION
District 18**

By: 


DATE: January 8, 2024

NOTICES TO BE SENT TO:

Chief Michael Sexton
Hoodsport Fire and EMS
240 N. Standstill Dr. S.
Hoodsport, WA 98548

(360) 877-9882 (station)
(360) 490-2225 (cell)
(360) 877-6220 (facsimile)

**MASON COUNTY FIRE PROTECTION
District 17**

By: 

DATE: January 8, 2024

NOTICES TO BE SENT TO:

Nadine Brown
MCFA 17
PO Box 4
Lilliwaup WA 98555

(360) 877-6900 (station) unmanned
(360) 877-360-367- (cell)
(N/A) 2012 (facsimile)
877-2260