

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Bristol Bay Area Health Corporation and the City of Dillingham**

This Memorandum of Understanding ("MOU") is made and entered into by and between the Bristol Bay Area Health Corporation (herein referred to as BBAHC) and the City of Dillingham (herein referred to as City).

- 1. Purpose**
  - a. The purpose of this MOU is to allow the City to loan one ambulance and associated equipment (at no charge) to the BBAHC, while a long-term lease for the same vehicle is negotiated.
  
- 2. Ownership of Ambulance and Associated Equipment/Materials**
  - a. The City will maintain ownership of the ambulance.
  - b. The City shall maintain ownership of all associated, non-consumable, equipment and materials provided to the BBAHC with this vehicle.
  
- 3. Vehicle / Equipment Descriptions**
  - a. The vehicle under consideration is a 2004 Ford F350 XLT super-duty wheeled coach (VIN 1FDWF37P54EC79995) with approximately 24,410 miles on the odometer.
  - b. The associated equipment being loaned as a part of this arrangement includes the installed emergency communications radio, one Stryker Power Pro XT gurney with one battery, and a Zoll X-series monitor.
  
- 4. Responsibilities of the City**
  - a. Execute the MOU.
  - b. The City shall title, tag and maintain current insurance coverage, as a part of the City's municipal insurance program.
  - c. Loan the ambulance and associated equipment, materials and supplies to the BBAHC in good repair and in good-working order.
  - d. Perform major repairs (MR) of \$1,000 or more.
  - e. Develop a proposed long-term lease for consideration by the Bristol Bay Area Health Corporation Board and the Mayor and City Council of Dillingham.
  
- 5. Responsibilities of the BBAHC**
  - a. Execute the MOU.
  - b. Work with the City Administration to negotiate and execute a long-term lease for the same vehicle.
  - c. As a condition precedent to the temporary transfer of possession of the ambulance to the BBAHC, the BBAHC shall provide the City proof of the following insurance coverages:
    - I. General Liability. Such coverages with a minimum combined single limit of liability per occurrence for death or bodily injury and property damage of \$1,000,000.00 per person with a minimum combined limit of \$2,000,000.00 for any one incident, injury or occurrence.
    - II. Automobile Liability Insurance. A minimum combined single limit of liability per incident of \$1,000,000.00 for death, bodily injury or property damage. This insurance must demonstrate coverage for owned, hired and non-owned vehicles.
    - III. The City shall be named as an "Additional Insured" on all such coverages.


- d. House the ambulance
- e. Obtain any required permitting and other necessary steps to place the unit in service, under their care and operation. Manage the scheduling and operation of the ambulance
- f. Ensure that all vehicle operators possess and maintain a valid Alaska issued driver's license and any other required operator licenses that may be necessary to operate this emergency vehicle. These operators MUST also be covered by the vehicle insurance policy held by the BBAHC.
- g. Perform preventative maintenance (PM) and minor repairs (PM) of \$999 or less.
- h. Provide and Replace any required disposable equipment and supplies
- i. When obligations covered under this MOU have been met, the unit shall be returned to the City in good, clean condition, with a full tank of fuel.
- j. Correcting any deficiencies found upon return of the vehicle, shall be the responsibility of the BBAHC. (I.e. returned with obviously low oil)
- k. Any repairs required found due to misuse, abuse, or negligence, shall be the full responsibility of BBAHC.

**6. Hold Harmless**

- a. To the fullest extent permitted by law, BBAHC shall indemnify, defend and hold harmless City and its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the use of the Equipment, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of BBAHC, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts they be liable, regardless of whether or not it is caused by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described herein. In any and all claims against BBAHC or its agents or employees by any employee of BBAHC, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for BBAHC or any subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

**7. Execution, Amendment and Termination**

- a. This MOU shall remain in effect through May 15, 2022, or when the BBAHC and the City consider and take final action on a proposed long-term lease for the same vehicle, whichever occurs first.
- b. This MOU may be amended, as needed, by mutual agreement in writing.
- c. This MOU shall terminate with the execution of a long-term lease for the same vehicle or may be terminated by either party with a 14-day written notice.

  
 Bristol Bay Area Health Corporation  
 Interim Chief Operations Officer  
 Title for CEO - Robert Clark  
 3.18.22  
 Date

  
 City of Dillingham  
 City Manager  
 Title  
 3/30/2022  
 Date