

**CITY OF DILLINGHAM**  
**EQUIPMENT USE AGREEMENT**

This Agreement is made between the City of Dillingham, P.O. Box 889, Dillingham, Alaska 99576, hereinafter referred to as “City” and Bristol Bay Area Health Corporation, a corporation, 6000 Kanakanak Rd, Dillingham, AK 99576, hereinafter referred to as “Lessee”.

It is stipulated by the parties that the purpose of this Agreement is to provide Lessee with use of an ambulance owned by City.

In exchange for the use of City’s 2004 Ford F350 XLT super duty wheeled coach (Vin 1FDWF37P54EC79995, the existing radio it contains, One Stryker Power Pro XT gurney with one battery and a Zoll X series monitor (hereinafter collectively referred to as “Equipment” and associated supplies) the parties agree as follows:

**Section I**  
**Lease Rate, Maintenance and Fuel**

A. Lessee shall pay City a monthly rate of one thousand two hundred dollars (\$1,200) for use of the Equipment. Rent is due on or before the fifteenth day of each month, beginning May 15, 2022.

B. Lessee shall pay for all maintenance, additional equipment and repairs needed during the lease period not to exceed ten thousand dollars (\$10,000), provided, however that if the expense of said repairs exceeds \$10,000 because of Lessee’s failure to maintain the Equipment or improper use of the Equipment Lessee shall be responsible for the total cost of maintenance and repairs required because of said failure to maintain or misuse of the Equipment.

C. Lessee shall pay the total cost of repair of any accidental damage to the Equipment incurred during the lease term.

D. Lessee shall return the Equipment in the same or better condition as it was at the commencement of the lease term reasonable wear and tear excepted. This includes replacing all supplies whose “use by” date expires during the term of the Lease or that have been used during the Lease term. The parties shall agree on the supply inventory provided with the Equipment before the commencement of the term of the Lease.

E. Lessee shall provide City copies of weekly maintenance check sheets for the leased vehicle to include oil and fluid levels. Lessee shall provide maintenance and supply fluids as needed if found deficient on weekly checks.

F. Lessee shall provide records of full service of the leased vehicle after every 3000 miles of use.

## **Section II Insurance**

Lessee shall provide proof of commercial general liability insurance and comprehensive motor vehicle insurance with limits reasonably acceptable to City prior to commencement of the term of this Lease. Lessee shall maintain all coverage for the entire lease term. City shall be named as an additional insured as its interests may appear on Lessee's commercial general liability policy.

## **Section III Duration of Use of Equipment**

A. The parties agree that Lessee may use the above-referenced Equipment for a period of one (1) year commencing May 15, 2022 and ending May 14, 2023. City reserves the right to terminate this Agreement under the following conditions.

1. One of the City's remaining ambulances becomes inoperable for a period of seven (7) consecutive days.
2. The occurrence of a catastrophic event requiring City use of more than two (2) ambulances for immediate response.
3. Violation of the terms of the Lease by Lessee.

B. Termination under Section III(A)(3) shall be preceded by written notice to Lessee of the violation. If the violation cannot be remedied or is not remedied within (10) days of the date of the notice the Lease shall terminate and Lessee shall return the Equipment to City on the date specified in the notice of termination.

C. Termination under Section III(A)(1) shall occur three (3) days after the date of written notice to Lessee of City's need for the Equipment.

D. Termination under Section III(A)(2) shall occur immediately upon City providing oral notice to Lessee. The City shall be entitled to immediate possession of the Equipment.

E. Lessee's obligations under Sections I(C), I(D) and IV shall survive termination or expiration of the Lease.

## **Section IV Hold Harmless**

To the fullest extent permitted by law, Lessee 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 Lessee, 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 Lessee or its agents or employees by any employee of Lessee, 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 Lessee or any subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

**Section V  
Modifications to Equipment**

Lessee may install a base unit for Stryker power lift gurney. Installation must be done by certified Stryker installer. All other modifications to the Equipment or installations of additional equipment require advance approval of City's Fire Department.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF DILLINGHAM

BY: \_\_\_\_\_  
Robert Mawson  
ITS: City Manager

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

BRISTOL BAY AREA HEALTH CORPORATION

BY: \_\_\_\_\_  
\_\_\_\_\_  
ITS: \_\_\_\_\_