

**AGREEMENT FOR FACILITIES ACCESS AND VEHICLE USE
BETWEEN LAKEWOOD POLICE DEPARTMENT
AND PIERCE TRANSIT**

This agreement ("Agreement") is made by and between Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit") and the City of Lakewood, Washington's Police Department ("LPD"), referred to hereinafter individually as "Party" or collectively as the "Parties" pursuant to the Interlocal Cooperation Act, RCW 39.34.

RECITALS

Whereas, LPD anticipates the need to temporarily utilize portions of Pierce Transit's Building 5 ("Facility") and adjacent parking areas for law enforcement purposes, specifically, as a location for officers and other emergency personnel to park, meet, don gear, and disburse;

Whereas, LPD requires the use of two Pierce Transit coaches to transport law enforcement officers to and from Pierce Transit's Building 5; and

Whereas, Pierce Transit has available space at the Facility and is able and willing to provide two coaches ("Vehicles") to LPD for limited use as described herein at no cost to LPD.

Now, therefore, the Parties agree as follows, incorporating by reference the above Recitals:

PURPOSE OF AGREEMENT

This agreement is limited in time and scope and is for the specific purpose of allowing Pierce Transit to provide access to the Facility and the Vehicles to LPD so that the LPD may further its efforts to protect life and property in the event of an emergency. The purpose of this agreement is to establish the general parameters and responsibilities of the Parties in relation LPD's use of Pierce Transit's Facility and Vehicles.

Nothing in this agreement should be construed to transfer ownership or other rights to the Facility or of the Vehicles to LPD.

PERIOD OF AGREEMENT

This Agreement covers the time period from April 29, 2015 through May 31, 2015, unless otherwise agreed to in writing by the Parties.

OTHER TERMS AND CONDITIONS

It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No partnership is formed as a

result of this Agreement. No employees or agents of one Party shall be deemed, or represent themselves to be, employees, agents, contractors or subcontractors of the other Party.

Compliance with law. Each Party shall comply, and shall ensure that its employees or agents comply with all federal, state and local laws, regulations, and ordinances applicable to the use of the Facility and Vehicles at issue in this Agreement.

Limitations on use of Pierce Transit employees. Other than at Pierce Transit's Facility to provide entry and access to Pierce Transit's Facility and to the Vehicles, no Pierce Transit employee or contractor, whether full or part time, may be utilized or deployed by the LPD to provide law enforcement or other services in connection with this Agreement.

Selection of Vehicles. Pierce Transit has the exclusive right to select the Vehicles to be utilized by LPD under this Agreement.

Selection of Drivers. No Pierce Transit employee, whether full or part time, may operate these Vehicles. Pierce Transit shall have the exclusive right to authorize any drivers of the Vehicles to ensure that such drivers are properly licensed.

Designated Personnel. LPD will coordinate all requests for access to Pierce Transit's Facility and use of Vehicles through the Pierce Transit Department of Public Safety Chief.

Defense and Indemnification. The City of Lakewood shall fully defend, indemnify, reimburse, and/or hold harmless Pierce Transit, its Board of Commissioners, officers, officials, employees and agents while acting within the scope of their employment as such, from any and all damage, costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the LPD's use of the Facility and Vehicles, including for any injuries that may be sustained by Pierce Transit employees in the course and scope of their employment for Pierce Transit in supporting LPD's access to Facility an use of Vehicles. LPD agrees that it is fully responsible for the acts and omissions of its own employees and agents.

Insurance. LPD is insured or self-insured for commercial general liability and automobile liability and will accept primary, full, and complete responsibility for defense and indemnity of Pierce Transit as if Pierce Transit were an additional insured of LPD.

Property Damage or Loss. LPD agrees to accept all responsibility for any property damage or loss to the Facility and Vehicles and will pay for any required repairs and maintenance related to the LPD's use of this Facility and Vehicles under this agreement. Furthermore, LPD agrees to return said Vehicles in the same condition as they were received.

Report and Records of Incident, Accident or Claims. LPD will, within twenty-four (24) hours, report to Pierce Transit any incident, accident and/or claim occurring or arising out of use of the Facility or Vehicles. In the event of any such incident, accident, or

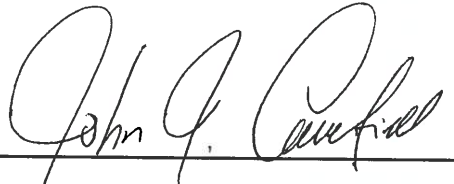
claim, the Parties shall maintain complete and accurate records of any such known incident, accident or claim. Such records shall be maintained by each Party for a minimum term of six (6) years. Each of the Parties will cooperate with one another in the investigation and/or defense of any incident, claim or lawsuit arising under this Agreement, to the extent allowed by law, however no Party shall be required to reveal any matters protected by attorney-client privilege except as may be required by law.

Media Response. LPD will be responsible for communicating with the media regarding any law enforcement activities, including those that may occur at Pierce Transit's Facility or involving Pierce Transit's Vehicles. LPD may not use Pierce Transit's Facility or Vehicles for any press briefings or interviews. LPD will notify Pierce Transit regarding all media requests and inquiries related LPD's law enforcement activities at Pierce Transit's facilities.

No changes or modifications to this agreement shall be valid or binding upon the parties unless such changes or modifications are made in writing and executed by the parties.

Dated this 29th day of April, 2015.

James L. Walton
Interim Chief Executive Officer
Pierce Transit



John J. Caulfield
City Manager
City of Lakewood

Attest:



Alice M. Bush, MMC
City Clerk

4-29-15

Approved as to Form:



Heidi Ann Wachter
City Attorney

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Dated this 29th day of April, 2015.



James L. Walton
Interim Chief Executive Officer
Pierce Transit

Michael Zaro, Chief,
Lakewood Police Department