

Vehicle Use Agreement No. 1389

This agreement ("Agreement") is made and entered into this 24th day of January 2022, by and between Pierce Transit (hereafter called **Pierce Transit**, a municipal corporation of the State of Washington located at 3710 96th St SW, Lakewood, WA 98499; AND Pierce County Human Services, (hereafter called Party), (nature of municipal corporation) located at 3602 Pacific Avenue, Suite 200 Tacoma, WA. 98418.

RECITALS

Point in Time Count: Whereas the Pierce County Human Services Department is in need of Vans ("Vehicles") to transport volunteer staff to and from the homeless encampments, on a temporary basis; and

Whereas, Pierce Transit has available and is willing to provide the Vehicles on a temporary basis at no cost, or pursuant to the terms of the agreement.

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

1. PURPOSE OF AGREEMENT

Pierce Transit agrees to loan Pierce County Human Services 20 vans as shown on Exhibit A for the purpose stated above. Nothing in this agreement should be construed to transfer ownership of the Vehicle to the Party.

2. PERIOD OF AGREEMENT

This Agreement covers the time period from January 26, 2022 to January 28, 2022 unless otherwise agreed to or extended in writing by the Parties.

3. PARTY AGREES TO THE FOLLOWING CONDITIONS OF USE

- To only use the vehicle for the intended purpose(s) as set forth in this agreement, and not use the vehicle for any other use not contemplated in this agreement;
- Vehicle is only used within Washington State;
- Vehicle is only used to the capacity established by manufacture guidelines; They may be no more people allowed in the vehicle that available seat belts or load capacity of the vehicle, whichever is lower;
- Vehicle is brought in for routine maintenance, when requested by Pierce Transit. No one other than Pierce Transit may perform mechanical work on the vehicle without Pierce Transit's expressed permission;
- Report any vehicle accidents, passenger injuries, or vehicle damage within 24 hours to Pierce Transit;
- Pierce Transit is notified of any potential mechanical defects as soon as reasonable under the circumstances.

4. HOLD HARMLESS BY THE PARTY

The Party shall hold harmless and defend Pierce Transit, its officers, directors, agents, servants, employees, or representatives harmless from any and all claims or losses, including but not limited to death, bodily injury or property damage,

together with attorney fees and court costs, resulting from the Party's use of the vehicle during the Period of Agreement. The Party agrees that it is fully responsible for the acts and omissions of its own employees and agents.

5. INSURANCE REQUIREMENTS OF PIERCE TRANSIT

Pierce Transit will maintain auto physical damage coverage on the vehicle at its own expense. Pierce Transit may ask for contribution to the deductible for any auto physical damage loss associated with the vehicle while it was in the care, custody or control of the Service Provider. Such an amount, if any, is indicated in Section 7 of this agreement.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Pierce County Human Services waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The Parties further acknowledge that they have mutually negotiated the waiver.

6. INSURANCE REQUIREMENTS OF PARTY

The Party agrees to provide the following insurance coverage:

- Commercial general liability insurance (or its equivalent).
- Business auto liability for non-owned automobiles.
- Worker's compensation coverage as required by the industrial insurance laws of State of Washington.

The Party's insurance requirements (above) may be fulfilled by the Party's membership and coverage in municipal risk pool or via self-insurance as is allowed under RCW 48.62.

Party shall promptly provide a certificate of insurance or any other form of adequate proof of the required insurance coverage under this Agreement. Party will immediately notify Pierce Transit of any lapses in coverage.

7. DEDUCTIBLE AND CONDITIONAL LIMIT OF LIABILITY

The Party will be solely responsible for the first \$25,000 per occurrence for repairs to the vehicle(s), whether caused by comprehensive or collision-type perils during the Period of Agreement.

8. OBLIGATIONS IN EVENT OF CLAIM OR LOSS

In the event of a claim or loss against the Party, the Party shall promptly notify the Transit Agency and jointly, their own business auto liability insurance carrier. It will be the Transit Agency's responsibility to provide notice to WSTIP in the event of damage to the vehicle provided under this Agreement. The Party is obligated to cooperate in the investigation, defense or settlement of any claim or lawsuit associated with this Agreement.

9. COMPLIANCE WITH LAWS

The parties to this Agreement shall comply with all local, state, and federal Laws, rules, and regulations.

10. MEDIATION AND ARBITRATION

In the event of a dispute between Pierce Transit and Service Provider with respect to this Agreement, the parties shall be obliged to first seek resolution through mediation on

terms and conditions agreed to in writing or, in the event the parties do not reach such agreement, through the Washington Arbitration and Mediation Service (WAMS) in Seattle, in accordance with WAMS' applicable rules. Each party will bear its own costs and fees for mediation, including one half of the mediation service provider cost. If the parties cannot come to resolution through mediation, the parties shall submit to binding arbitration on terms and conditions agreed to in writing or, in the event the parties do not reach such agreement, through WAMS, with fees and costs awarded to the prevailing party as determined by the arbitrator.

11. NO ASSIGNMENT

This Agreement may not be assigned or transferred to a third party.

12. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Pierce Transit or the Party.

13. TERMINATION

Party may terminate this Agreement at any time by giving reasonable notice to Pierce Transit to coordinate the transfer of the vehicle back to Pierce Transit. Pierce Transit may terminate this Agreement at any time that it determines it is in the best interest of Pierce Transit and shall give reasonable notice to Party to allow for transfer of vehicle back to Pierce Transit. Upon termination, the vehicle associated with this Agreement shall be returned immediately to Pierce Transit in the same condition as existed when Party first took possession of the vehicle, less normal wear and tear.

14. EXECUTION AND ADMINISTRATION OF THE AGREEMENT

Vehicle Use Agreements with Government Agencies are subject to the Interlocal Cooperation Act, RCW 39.34 and shall be approved by their respective governing bodies. No modification or amendment of this contract shall be effective unless in writing and signed by authorized representatives of the parties after approval by their respective governing body.

The Chief Executive Officer, and at his or her discretion, may delegate a Contract Administration to facilitate the requirements of this agreement and the vehicle transfer/loan process.

The Party appoints Jeffrey Rodgers, or designee, for the purpose of administering this Agreement.

15. ELECTRONIC SIGNATURES

A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of any original executed copy of this Agreement or such other ancillary agreement for all purposes.

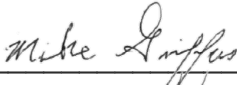
16. SIGNATURES

The Parties affirm the individuals signing this Agreement have been granted the authority to do so and by their signature affirm the Parties will comply with the terms and conditions of this Agreement.



Dated this 24 of January, 2022.

Dated this 24 of January, 2022



Signature of Pierce Transit Signatory

Mike Griffus
CEO



Signature of Party Signatory

Heather Moss
Director, Human Services

Vehicle Use Agreement No. 1389
EXHIBIT A – Van List

#	Van #	Size	Year	Make	Model	License #	VIN
1	7370	12	2014	Ford	E350XL	RS10580	1FBNE3BL6EDA45903
2	7425	12	2015	Chevy	Cmd Express 2500	RS11492	1GAWGRFF3F1259602
3	7513	15	2016	Chevy	Cmd Express 3500	RS11852	1GAZGPFG7G1310904
4	7548	12	2017	Chevy	Cmd Express 3500	RS12576	1GAZGMFG0H1334638
5	7588	12	2018	Chevy	Cmd Express 3500	RS13238	1GAZGMFGXJ1331994
6	7597	12	2018	Chevy	Cmd Express 3500	RS13317	1GAZGMFG2J1332301
7	7655	12	2019	Chevy	Cmd Express 3500	RS14128	1GAZGMFG6K1366985
8	7658	12	2019	Chevy	Cmd Express 3500	RS14131	1GAZGMFG3K1367978
9	7675	15	2019	Chevy	Cmd Express 3500	RS14072	1GAZGPFG7K1366592
10	7502	15	2016	Chevy	Cmd Express 3500	RS11805	1GAZGPFG9G1308314
11	7526	15	2016	Chevy	Cmd Express 3500	RS11950	1GAZGPFGXG1309004
12	7606	12	2018	Chevy	Cmd Express 3500	RS13436	1GAZGMFG9J1332294
13	7624	12	2019	Chevy	Cmd Express 3500	RS13717	1GAZGPFG7K1309812
14	7570	12	2017	Chevy	Cmd Express 3500	RS12622	1GAZGMFG9H1335058
15	7648	12	2019	Chevy	Cmd Express 3500	RS14038	1GAZGMFG3K1368497
16	7574	12	2017	Chevy	Cmd Express 3500	RS12629	1GAZGMFG0H1334834
17	7494	12	2016	Chevy	Cmd Express 3500	RS11984	1GAZGMFG4G1310678
18	7497	15	2016	Chevy	Cmd Express 3500	RS11807	1GAZGPFG7G1307744
19	7496	12	2016	Chevy	Cmd Express 3500	RS12010	1GAZGMFG0G1310340
20	7510	15	2016	Chevy	Cmd Express 3500	RS11849	1GAZGPFG7G1312278