

Pierce Transit
Vehicle Use Agreement No. 1282

This agreement ("Agreement") is made and entered into this 14 day of December 2021, 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 West Pierce Fire & Rescue, (hereafter called Party), (nature of municipal corporation) located at 3631 Drexler Dr W. University Place, WA 98466.

RECITALS

Whereas Pierce Transit has available and is willing to provide the Vehicle to West Pierce Fire and Rescue to transport fire academy recruits, trainers and firefighters to various training sites; and

Whereas, West Pierce Fire and Rescue Transit has also agreed to allow Pierce Transit to utilize lot space on their campus to conduct CDL Training, as needed for an indefinite period of time, while Pierce Transit's lot is under construction and has agreed to assist with first aid classes to support Pierce Transit's Active Shooter Plan.

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

1. PURPOSE OF AGREEMENT

Pierce Transit agrees to loan West Pierce Fire & Rescue a 15-passenger 2016 Chevy Express 3500 van, Unit number 7526, VIN 1GAZGPGXG1309004, WA plate # RS11950 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 December 15, 2021 – July 1, 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. 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 West Pierce Fire & Rescue's 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.
- Workers 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.

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 Service Provider 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 Jim Sharp, 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 14 of December 2021.

Dated this of December 2021.

PIERCE TRANSIT



Signature of Pierce Transit Signatory

Mike Griffus

Printed Name of Pierce Transit Signatory

Chief Executive Officer

Title of Pierce Transit Signatory

WEST PIERCE FIRE AND RESCUE



Signature of Party Signatory

Jim Sharp

Printed Name of Party Signatory

Fire Chief, WPF&R

Title of Party Signatory

