

## **Interlocal Agreement Between Pierce Transit and City of Tacoma Solid Waste Management Division**

**For**

### **Emergency Use of Pierce Transit's Compressed Natural Gas (CNG) Fueling Facility**

This Use of Fueling Facility Interagency Agreement ("Agreement") is effective March 13, 2021, between City of Tacoma Solid Waste Management Division ("City") and Pierce County Public Transportation Benefit Area Corporation ("Pierce"), each a "Party" and collectively the "Parties", in order to provide the City access to and use of the Pierce Transit Headquarters' in-house fueling facility as an alternate compressed natural gas (CNG) fueling facility in the event of an emergency.

WHEREAS, Pierce owns, manages, and operates an in-house fueling facility located at Pierce Transit Headquarters (3701 96<sup>th</sup> St SW, Lakewood, WA) (referred to herein as "Facility"), and

WHEREAS, the City may have the need to use the Facility as an alternate CNG fueling facility in the event of an emergency and understands that use of that Facility is contingent upon the terms and conditions outlined in this Agreement, and

WHEREAS, upon the effective date of this Agreement, Pierce formally grants the City access to and use of the Facility contingent upon the terms and conditions outlined in this Agreement, and

NOW, THEREFORE, the Parties agree as follows:

1. This Agreement covers the 10-year period from March 13, 2021 to March 13, 2031.
2. Use of Facility.
  - A. Provided that Pierce can accommodate the City's, fleet fueling needs without interference with Pierce's operational needs, Pierce will provide access to the CNG fuel site located at 3701 96<sup>th</sup> St SW Lakewood, WA on an emergency basis for the City's fleet vehicles. For the purposes of this Agreement, an "emergency" is defined as circumstances where the City is unable to use its own CNG fueling facility to meet its operational needs. Where possible, the City should attempt to give twelve (12) hours' advance notice of the need to use the Facility. This notice should be given to the Pierce Fleet Manager. The Parties shall work together to provide access to the City without interfering with Pierce operations. All City vehicles shall be fueled by Pierce staff. The City shall coordinate all use of the Facility, including access to the Facility, through Pierce's Fleet Manager.
  - B. All fuel consumption by City vehicles will be tracked and billed to the City utilizing a unique code in Pierce's Fleetwatch tracking system.
  - C. All Pierce labor costs associated with the City's use of the Facility will be tracked and billed to the City based on actual cost. Pierce shall provide supporting documentation to verify costs.
  - D. The City is only permitted to incur costs, including fuel and labor costs, not to exceed \$200,000 over the life of this Agreement unless the Parties execute a written Amendment to this Agreement that authorizes the City to incur additional costs.
  - E. Provided such access is coordinated with Pierce's Fleet Manager, City drivers operating City vehicles will have access to the Facility from 1:00am until 4:30am and/or 8am to 12pm or as determined by Pierce's Fleet Manager in consultation with the City.
  - F. Prior to accessing the Facility, the City will provide driver and vehicle information to

Pierce's Fleet Manager. The City will ensure that all drivers are properly trained, and/or provide detailed instructions for access to and navigation through the Facility. The City agrees to provide supplemental training to drivers when necessary or as requested by Pierce.

- G. Pierce will make reasonable efforts to maintain the Facility to avoid injuries to authorized City drivers and vehicles. The City will ensure that its drivers make reasonable efforts to avoid injuries and damages to persons and property while operating City vehicles at the Facility.
  - H. The City will ensure that all City drivers make reasonable efforts to comply with the access and bus lot navigation signage to avoid any disruption to the operation of the Facility. Coordinate all access with Pierce Transit's Fleet Manager.
  - I. All City drivers will report any fueling mechanical failures to Pierce base staff and contact the Pierce Communications Center to report if base staff are not available.
  - J. When entering the Facility, the City will ensure that all City drivers do all of the following:
    - 1. Obey posted speed limits.
    - 2. Drive within the designated lanes and in the direction indicated. Do not cut across lanes.
    - 3. Exercise care and caution when driving around parked vehicles and buildings.
    - 4. Stop at stop signs and painted stop bars on the pavement.
    - 5. Wear reflectorized ANSI rated safety vest if outside of their vehicle in the Facility yard.
  - K. The City agrees that it will conduct all activities at the Facility in compliance with all applicable environmental laws pertaining to the environment or natural resources, and that toxic or hazardous substances shall not be brought to the Facility by the City without the express written permission of Pierce and under such terms and conditions as may be specified by Pierce.
  - L. Nothing herein creates an estate or transfers any right, privilege, or other interest in real estate, improvements to real property, or the Facility, except for the use rights specifically described herein.
3. Invoicing. On or before the 10<sup>th</sup> day of the following month, Pierce will email the City an invoice for labor and City vehicle fuel consumption for the prior month. The information provided to the City will include the City vehicle number; transaction date/time; fuel type; quantity of fuel purchased; actual Pierce labor costs and the total cost for the fuel transaction. Pierce will bill the City for the actual cost of fuel (including applicable taxes) and actual cost of Pierce labor to perform the fueling.

The City will review the invoice for accuracy and approve the amount of the invoice to Pierce. Payment on invoices is due 30 days after receipt.

Designated representatives of the City and Pierce shall resolve any billing disputes.

4. Amendments.

This Agreement may be reviewed on an annual basis to make any necessary revisions. Any changes made must be in the form of a written Amendment executed by both Parties.

5. Term Extensions and Termination

Any extension or renewal of this Agreement must be in writing and agreed to by both Parties.

Either Party may terminate this Agreement by providing 30 days' written notice to the other. Up to the effective date of termination, the Parties agree to work together to ensure that each Party is able to have access to the fueling necessary to meet its operational needs.

6. Dispute resolution

In the event of a dispute pertaining to this Agreement, the Parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the Parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit either Party's right to terminate this Agreement as authorized by Section 5.

7. Indemnification

Each Party shall defend, hold harmless, and indemnify the other Party and its directors, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection the negligent acts, omissions, or conduct of the indemnifying Party in performing its obligations under this Agreement or in the exercise of a Party's rights or privileges under this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct

The indemnification provided herein shall apply to and require each Party to defend, indemnify and hold harmless the other Party for claims brought by an employee of the indemnifying Party if said claims are alleged to have arisen from the actions or omissions of the indemnifying Party, and in such case, the indemnifying Party waives and will not assert against the other Party, any immunity under the Washington State Industrial Insurance Act (RCW Title 51). This waiver is limited to actions by and between the City and Pierce only and does not extend to the employees of either Party. The City and Pierce expressly do not waive their immunity against claims brought by their own employees.

The Parties' rights and obligations with regard to defense and indemnity survive the termination or expiration of this Agreement.

8. Insurance

During the course and performance of this Agreement, each Party, at its own expense, shall maintain insurance or a self-insurance program providing automobile liability coverage for property damage, bodily injury, and personal injury for not less than \$5,000,000 per occurrence per policy period, minimum limits of which may be met through a combination of primary and excess coverage. Upon request, the Parties agree to provide the other Party with a certificate of self-insurance as adequate proof of coverage and provide each other with at least thirty (30) calendar days' prior written notice of any material change in the City's insurance program.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have signed this agreement.

**PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION**

DocuSigned by:  
*Sue Dreier*  
62B9969EC60C484...

Susan Dreier  
Chief Executive Officer

5/12/2021

Date

**CITY OF TACOMA SOLID WASTE MANAGEMENT**

DocuSigned by:  
*Tadd Gregory Wille*  
AEFCB3C56D4C473...

(Signature)  
Tadd Gregory Wille Assistant City Manager

(Name and Title)  
4/8/2021

Date

**(City of Tacoma use only - blank lines are intentional)**

Director of Finance: *AC* Andrew Cherullo

City Attorney (approved as to form): *CSL* Charles S Lee

Approved By: *JM* Jeffrey M Nanaku

Approved By: *LG* Lewis Griffith

Approved By: *MPS* Michael Slevin III

Approved By: \_\_\_\_\_



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

### 1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) of every tier performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
  - 1.4.1. Be considered primary and non-contributory for all claims.
  - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
  - 1.6.1. An ACORD certificate or equivalent.
  - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
  - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
  - 1.7.1. No specific person or department should be identified as the additional insured.
  - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
  - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide [www.ambest.com](http://www.ambest.com).
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

services has changed.

- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

## 2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

## 3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

## 4. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

### 4.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

- 4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

### 4.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

### 4.3 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

### 4.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

### 4.5 Pollution Liability Insurance

Contractor shall maintain a Pollution Liability or Environmental Liability Insurance providing coverage, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed.

Such coverage shall provide both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

This policy shall include Environmental Resource Damage coverage and Hazardous Substance Removal. If such coverage is provided on a "claims-made" basis, the following additional conditions must be met:

4.5.1 The policy must contain no retroactive date, or the retroactive date must precede the commencement date of this Contract.

4.5.2 The extended reporting period (tail) must be purchased to cover a minimum of Six (6) years beyond completion of work.

### 4.6 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.



## GENERAL LIABILITY COVERAGE DOCUMENT

## COVERAGE SUMMARY

COVERAGE DOCUMENT NO. WSTIP GL 2021 – PIERCE

<b>MEMBER:</b>	Pierce Transit 3701 96th St SW, Lakewood WA 98499																
<b>COVERAGE PERIOD:</b>	<b>From:</b> January 1, 2021 12:01 AM	<b>To:</b> January 1, 2022 12:01 AM															
<p>The Coverage Document for the Pool consists of the Coverage Summary, Table of Contents, Introduction, Layered Coverage, Definitions, Coverage Part, Coverage Agreement, Who is Covered, Exclusions, General Policy Conditions, and Endorsements. Coverage above the Pool's \$2 million self-insurance retention is in layers. These layers are as follows:</p> <table border="0"> <tr> <td>Washington State Transit Insurance Pool (WSTIP)</td> <td>\$0 to \$2 million</td> <td>Self-insurance Retention</td> </tr> <tr> <td>Government Entities Mutual, Inc (GEM)</td> <td>+\$2 million to \$5 million</td> <td>Reinsurance</td> </tr> <tr> <td>Munich Reinsurance America, Inc. (Munich Re)</td> <td>+\$5 million to \$15 million</td> <td>Reinsurance</td> </tr> <tr> <td>Hallmark Specialty Insurance Company</td> <td>+\$15 million to \$20 million</td> <td>Excess Insurance</td> </tr> <tr> <td>Allied World Assurance Company</td> <td>+\$20 million to \$25 million</td> <td>Excess Insurance</td> </tr> </table> <p>THE COVERAGES ABOVE THE POOL'S SELF-INSURANCE RETENTION ARE SUBJECT TO THE TERMS, CONDITIONS, AND LIMITATIONS IN THE RESPECTIVE REINSURANCE OR EXCESS INSURANCE AGREEMENTS.</p>			Washington State Transit Insurance Pool (WSTIP)	\$0 to \$2 million	Self-insurance Retention	Government Entities Mutual, Inc (GEM)	+\$2 million to \$5 million	Reinsurance	Munich Reinsurance America, Inc. (Munich Re)	+\$5 million to \$15 million	Reinsurance	Hallmark Specialty Insurance Company	+\$15 million to \$20 million	Excess Insurance	Allied World Assurance Company	+\$20 million to \$25 million	Excess Insurance
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<b>COVERAGE:</b>	<b>LIMITS OF LIABILITY and DEDUCTIBLES:</b>																
	<b>DEDUCTIBLE FOR ALL COVERAGE: \$0</b>																
<b>A – Bodily injury and property damage liability</b>	\$15 million per occurrence Excess: \$5 million in excess \$15 million – Hallmark Specialty Insurance Company Excess: \$5 million in excess of \$20 million - Allied World Assurance Company																
<b>B – Personal injury and advertising liability</b>	\$15 million per occurrence Excess: \$5 million in excess \$15 million – Hallmark Specialty Insurance Company Excess: \$5 million in excess of \$20 million - Allied World Assurance Company																
<b>C – Contractual liability</b>	\$15 million per occurrence Excess: \$5 million in excess \$15 million – Hallmark Specialty Insurance Company Excess: \$5 million in excess of \$20 million - Allied World Assurance Company																
D – Vanpool driver medical expense protection	\$35,000 per occurrence																
E – Underinsured Motorists (see Member request for class(es) of vehicles covered)	\$60,000 per occurrence																
F – Permissive User of a Member-Owned Motor Vehicle	\$100,000 per occurrence for <b>property damage</b> liability \$300,000 per occurrence for <b>bodily injury</b> liability																
<b>ENDORSEMENT 1 – COMMUNICABLE DISEASE LIABILITY</b>																	
Per Occurrence	Limit: \$500,000 Deductible: \$0																
Annual Aggregate for all <b>Members</b> or <b>Additional Covered Parties</b>	\$2 million																

Washington State Transit Insurance Pool

Tracey Christianson, Executive Director

January 1, 2021



WASHINGTON STATE TRANSIT INSURANCE POOL | RISK MANAGEMENT IN MOTION

PO Box 11219 | Olympia, WA 98508 | 360-786-1620 | www.wstip.org

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**Certificate of Insurance Coverage**

Date: March 22, 2021

To: City of Tacoma  
Solid Waste Management Division

RE: Interlocal Agreement – Emergency Use of Compressed Natural Gas Facility

Pierce Transit (3701 96<sup>th</sup> St. SW, Lakewood WA 98499) has broad general liability (including auto liability) and public officials' liability on manuscript forms from the Washington State Transit Insurance Pool. The Pool is a public entity authorized by RCW 48.62. The coverage limits for the period ending December 31, 2021 are \$25 million per occurrence.

Washington State Transit Insurance Pool

By: Tracey Christianson

Its: Executive Director

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Signature