

**INTERLOCAL AGREEMENT FOR VEHICLE USE  
BETWEEN TACOMA-PIERCE COUNTY HEALTH DEPARTMENT  
AND PIERCE TRANSIT**

This agreement ("Agreement") is made by and between Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit") and Tacoma-Pierce County Health Department ("Health Department"), referred to hereinafter individually as "Party" or collectively as the "Parties."

**RECITALS**

Whereas, the Health Department is in need of a thirteen passenger shuttle van with wheelchair lift ("Vehicle") to transport COVID-19 patients from locations throughout the county to a temporary care center, on a temporary basis; and

Whereas, Pierce Transit has available and is willing to provide one thirteen passenger shuttle van to the Health Department on a temporary basis at no cost.

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

**PURPOSE OF AGREEMENT**

The purpose of this Agreement is to enter into an Interlocal Agreement for Pierce Transit to provide vehicle #51002, a 2012 Ford E-450 13 passenger shuttle van with wheelchair lift to the Health Department to assist in transporting COVID-19 patients as described above. The Health Department shall provide the driver of the Vehicle.

The Health Department may use the Vehicle for an estimated duration of 6 weeks to 3 months pursuant to the terms and conditions herein. Nothing in this agreement should be construed to transfer ownership of the Vehicle to the Health Department.

**PERIOD OF AGREEMENT**

This Agreement covers the time period from March 26, 2020 and runs through June 30, 2020, unless otherwise agreed to or extended 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.

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 Vehicle at issue in this Agreement.

The Health Department shall fully defend, indemnify, and hold harmless Pierce Transit, its elected officials, 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 Health Department's use of the subject Vehicle. The Health Department agrees that it is fully responsible for the acts and omissions of its own employees and agents.

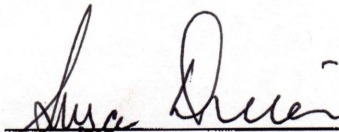
The Health Department is self-insured for commercial general liability and automobile liability and will accept primary, full, and complete responsibility for defense and indemnity of Pierce Transit as if Pierce Transit were an additional insured of the Health Department.

The Health Department agrees to accept all responsibility for any property damage to the Vehicle and will pay for any required repairs and maintenance related to the use of the Vehicle under this agreement. Furthermore, the Health Department agrees to thoroughly clean and disinfect the interior of the Vehicle prior to returning it to Pierce Transit.

The Health Department will, within twenty-four (24) hours, report to Pierce Transit any incident, accident and/or claim occurring or arising out of use of the Vehicle. 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.

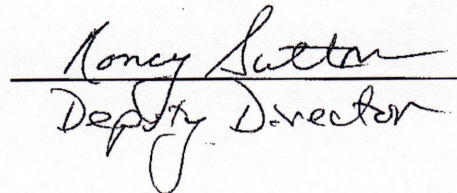
Dated this 25<sup>th</sup> day of March, 2020.

PIERCE TRANSIT



Susan Dreier  
Chief Executive Officer

TACOMA-PIERCE COUNTY  
HEALTH DEPARTMENT

  
Deputy Director