

**INTERLOCAL MUTUAL AID AGREEMENT FOR VEHICLE USE
BETWEEN PIERCE COUNTY SHERIFF'S DEPARTMENT
CORRECTIONS BUREAU AND PIERCE TRANSIT**

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

RECITALS

Whereas, the Sheriff's Department is in need of two (2) passenger vans ("Vehicles") to transport corrections bureau staff to and from the jail located at 910 Tacoma Avenue South, Tacoma, on a temporary basis; and

Whereas, Pierce Transit has available and is willing to provide the Vehicles 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 Mutual Aid Agreement for Pierce Transit to provide vehicles #7502 and 7380 to the Sheriff's Department to assist in transporting corrections bureau staff as described above. The Sheriff's Department shall provide the drivers of the Vehicles.

The Sheriff's Department may use the Vehicles for an estimated duration of 6 days pursuant to the terms and conditions herein. Nothing in this agreement should be construed to transfer ownership of the Vehicle to the Sheriff's Department.

PERIOD OF AGREEMENT

This Agreement covers the time period from November 3, 2020 and runs through November 9, 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 Sheriff's 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 Sheriff's Department's use of the subject Vehicles. The Sheriff's Department agrees that it is fully responsible for the acts and omissions of its own employees and agents.

The Sheriff's 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 Sheriff's Department.

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

The Sheriff's 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 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.

Dated this 3rd day of November 2020

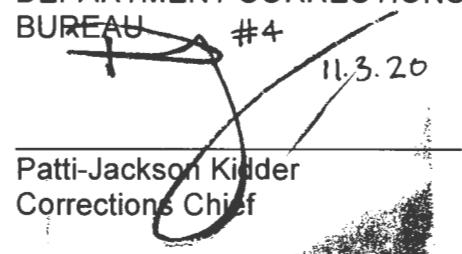
PIERCE TRANSIT



Susan Dreier
Chief Executive Officer

PIERCE COUNTY SHERIFF'S
DEPARTMENT CORRECTIONS
BUREAU #4

11.3.20



Patti-Jackson Kidder
Corrections Chief