

**INTERLOCAL AGREEMENT FOR LEASE OF VEHICLE BETWEEN  
JEFFERSON COUNTY  
AND  
JEFFERSON TRANSIT AGENCY**

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, allows public entities in this state to enter into cooperative agreements; and

WHEREAS, Jefferson County ("County") desires to lease a ramp equipped van from Jefferson Transit Authority ("JTA") for the transport of persons diagnosed with or testing for Covid-19, or any and all medical purposes connected with such diagnosis; and

WHEREAS such use is within the authority and mission of both public entities; and

WHEREAS, the County and JTA have each taken the appropriate action, by resolution or otherwise, to enter into this Agreement as required by RCW 39.34, and each Party represents and agrees that it therefore has the necessary authorization as provided by law to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, it is hereby agreed as follows:

**Section 1. Purpose**

County shall lease from JTA and JTA shall lease to County, upon the terms and conditions stated in this interlocal agreement, the following described vehicle:

Vehicle No. 309;  
WA license plate no. A3278C;  
VIN 2C4RDGCG0DR731813.

The subject vehicle is a 2013 Dodge Grand Caravan SXT 3.6L V6, equipped with a ramp. This vehicle shall be used by County for the transport of persons diagnosed with or testing for Covid-19, or any and all medical purposes connected with such diagnosis.

**Section 2. Relationship of Parties**

County and JTA shall, for all purposes of this agreement, remain as individual, separate entities and municipalities under the laws of the State of Washington. No separate legal or administrative entity of any kind shall be created hereunder unless otherwise agreed by the parties in writing.

### **Section 3. Terms of Use of Vehicle**

3.1 County shall be solely responsible for all aspects of usage of vehicle, including responsibility for any damage occurring to the vehicle, except for damage related to maintenance or non-maintenance of the vehicle.

3.2 Operation of the vehicle shall be done solely by employees of County or others authorized to use the vehicle by County.

3.3 County shall be responsible for all costs associated with misuse of the vehicle.

3.4 County shall be responsible for its employees and all other operators of the vehicle receiving all necessary training for usage of the vehicle and its equipment, including but not limited to, training in the operation of all handicapped equipment included with the vehicle.

3.5 County shall be responsible for all costs associated with operation of the vehicle, including, but not limited to, costs for all consumable products including oil and gasoline.

### **Section 4. Maintenance of Vehicle**

4.1 All maintenance on the vehicle shall be performed by JTA. Scheduled maintenance shall be done in accordance with the maintenance schedule attached to this agreement, and incorporated by this reference. County shall be responsible for delivering vehicle to JTA for schedule maintenance within 500 miles plus or minus of the mileage stated on the exhibit denominating the required maintenance. Failure to deliver the vehicle as scheduled by this paragraph shall terminate all maintenance responsibilities of JTA. JTA shall be responsible for all costs associated with scheduled maintenance.

4.2 Emergency maintenance shall also be provided by JTA. County may utilize roadside assistance from JTA, by contacting and requesting such assistance. Emergency maintenance shall be performed by JTA without cost to County, except for emergency service required because of misuse of the vehicle by county or county's employees, agents, or users of the vehicle. Costs associated with misuse shall be at JTA's internal rates and/or JTA's out of pocket costs.

4.3 Emergency maintenance requiring use of non-JTA maintenance services shall be the responsibility of County, at JTA's actual cost, unless such services are necessitated because of lack of proper maintenance of the vehicle by JTA.

4.4 All maintenance costs required by misuse of the vehicle which can be performed by JTA shall be the responsibility of County, charged at JTA's out of pocket cost and internal rates.

## **Section 5. Hold Harmless and Indemnity**

5.1 County agrees to defend, indemnify and hold Jefferson Transit, its officers, directors, agents, servants, employees and representatives harmless from any and all claims, including death, bodily injury or property damage, together with reasonable attorney fees and court costs, resulting from the service the County provides while utilizing the Jefferson Transit owned vehicle, except for claims caused by the sole negligence of Jefferson Transit.

5.2 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to person or damages to property caused by or resulting from the concurrent negligence of County and Jefferson Transit, it's officers, directors, agents, servants, employees and representatives, County's liability hereunder shall be only to the extent of County's negligence.

5.3 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES COUNTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSE OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

## **Section 6. Duration**

This agreement shall remain in effect until terminated as provided in this agreement.

## **Section 7. Termination**

Either party may terminate this agreement without cause upon seven (7) days written notice to the other party.

## **Section 8. Dispute Resolution**

Parties may attempt to resolve disputes by negotiation.

## **Section 9. Attorneys' Fees**

In the event it is necessary for any party hereto to utilize the services of an attorney to enforce any of the terms of this agreement, such enforcing party shall be entitled to compensation for its reasonable attorneys' fees and costs from a defaulting party. In the event of litigation regarding any of the terms of this agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorneys' fees and costs as determined by the court from the substantially non-prevailing Party.

**Section 10. Time**

Time is of the essence of each part of this Agreement.

**Section 11. Amendment**

This Agreement may be amended, or any provision of this Agreement may be waived, PROVIDED that any amendment or waiver will be binding only if such amendment or waiver is set forth in writing, mutually agreed to by all the parties, and executed by the parties.

**Section 12. Assignment**

Neither this Agreement nor any of the rights, interest or obligations hereunder may be assigned by any party without the prior written consent of the other parties. This Agreement and all of the provisions hereof will be binding upon the inure to the benefit of the parties and their respective successors and permitted assigns.

**Section 13. Severability**

In the event that any provision in this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and invalidated to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision hereof shall not affect the remaining provisions.

**Section 14. Applicable Law**

This Agreement shall be governed by the laws of the State of Washington, and the venue of any dispute under this Agreement shall be in Jefferson County.

**Section 15. Counterparts**

This agreement may be executed in counterparts.

Dated this 21<sup>st</sup> day of December, 2020.

Jefferson Transit Authority

Jefferson County

By: Jammi Rubert  
Its: General Manager

By: [Signature]  
Its: Chair, BOCC

Approved as to Form:  
P. C. / Jle 12/18/2020  
Chief Civil Deputy Prosecuting Attorney