



**Community Van Agreement – Risk Transferred
Between Pierce Transit and
SERVICE PROVIDER**

Pierce Transit Contact Information

Name
Title
Email
Phone

Service Provider Contact Information

Name
Title
Email
Phone

This Agreement is made and entered into this ____ day of _____, 20__, by and between Pierce Transit (hereafter called **Pierce Transit**), a municipal corporation of the State of Washington providing public transportation services located at 3710 96th St SW, Lakewood 98499 and providing public transportation in Pierce County; AND [Service Provider] (hereafter called **Service Provider**), a [nature of corporate entity] located at [Address]. **Pierce Transit** and **Service Provider** may be referred to herein individually as “Party” and collectively as “Parties”.

Pierce Transit is a member of the Washington State Transit Insurance Pool (hereafter called **WSTIP**) from which automobile liability coverage is provided in accordance with the conditions established in the applicable **WSTIP** coverage documents and any amendments thereto.

Now, therefore, in consideration of the terms and conditions set forth herein, the parties agree to the following:

1. SERVICES PROVIDED

Service Provider shall provide the following public transportation services: Note: Vans are to be used to transport people and are not to be used for other purposes.)

Pierce Transit shall provide a passenger van for use by the **Service Provider** in return for the current rate of \$1.07 for every mile traveled with a minimum charge of \$50 per month. Notification of any rate changes will be provided to **Service Provider** at least thirty (30) days prior to the effective date of such change.

2. PIERCE TRANSIT RESPONSIBILITIES

2.1 General Responsibilities

Pierce Transit will:

- A.** Work with the **Service Provider** to set guidelines and schedules for use of the vehicle.
- B.** Provide a vehicle or vehicle(s) (with or without wheelchair lifts and bicycle racks), perform routine and preventative maintenance and repair, provide fuel, and pay for all licensing of the vehicle(s).
- C.** Provide accident investigation for any reported accident involving the vehicle(s).

- D. Establish an account for fueling and car wash locations. Such services shall only be used for the vehicles provided under this Agreement. Fueling at other locations will not be reimbursed.

2.2 Driver Training & Driver Record Monitoring

Pierce Transit will:

- A. Implement driver training and driver record monitoring standards and requirements as established by **WSTIP**. If the standards change, **Pierce Transit** will implement such changes within a reasonable time period and will communicate those changes to the **Service Provider** (as applicable).
- B. Provide the **Service Provider** with driver application packets.
- C. Review the driver application and driving record of the **Service Provider's** proposed drivers. If the **Pierce Transit** approves the driver, the driver will attend a training program at **Pierce Transit's** expense. This training program will include defensive driving and operating the motor vehicle which includes information on the vehicle's handling characteristics, and an in-vehicle driving check.
- D. **Pierce Transit** will provide refresher training for **Service Provider's** drivers every five years.
- E. Monitor **Service Provider's** driver's driving records or ensure the **Service Provider** does the same.
- F. Provide the **Service Provider** with information from **Pierce Transit's** driver record monitoring system.
- G. Provide the **Service Provider** with bookkeeper training and required forms and paperwork necessary for tracking and reporting trips made using the vehicle.

3. SERVICE PROVIDER RESPONSIBILITIES

3.1 General Responsibilities

The **Service Provider** will:

- A. Ensure all transportation is consistent with services, guidelines, and schedules required under this Agreement, for the purpose of transporting passengers.
- B. Solicit and obtain adequate numbers of qualified drivers to operate the vehicle(s).
- C. Solicit and obtain a volunteer bookkeeper to maintain trip records. Maintain daily and monthly records of vehicle use. Submit reports and payment to Pierce Transit on the 1st of each month following operation. Reports received after the 10th will be charged a late fee.
- D. Conduct initial screening of drivers including conducting criminal background checks in accordance with RCW 43.43 if the **Service Provider** is transporting passengers with children or vulnerable adults as defined by RCW 43.43.830.
- E. Provide additional training to drivers once driver is approved by **Pierce Transit**. This additional training shall include, but is not limited to:
 - a. Unlawful discrimination, including disability awareness,
 - b. Wheelchair securement,
 - c. Emergency and accident protocols,
 - d. Installing and securing car and booster seats if being performed by **Service Provider**.
- F. Oversee the distribution of vehicle keys.
- G. Ensure only approved drivers will operate **Pierce Transit** vehicles.
- H. Report the following to **Pierce Transit** within 24 hours:
 - a. Vehicle accidents, passenger injuries, or vehicle damage on notification or discovery,
 - b. Any citations on their driver's record when they become aware of such,
 - c. Report of vehicle not operating properly, or

- d. If the **Service Provider** becomes aware the vehicle is not being operated in accordance with **Service Provider** established policies or procedures, or policies and procedures established by this Agreement.
- I. Ensure riders are aware of and agree to the following appropriate ridership behaviors, before riding:
 - a. Proper use of seat belts,
 - b. Being courteous to other passengers and the driver,
 - c. Proper use and care of Pierce Transit property,
 - d. No smoking or eating while in the vehicle,
 - e. No open or closed containers containing alcohol, marijuana, illegal drugs, or weapons to the extent allowed by law,
 - f. Ways to notify the **Service Provider** and/or **Pierce Transit** regarding any unsafe operation of the vehicle or to provide commendations to the driver,
 - g. Removal of personal items, garbage, or other materials brought into the vehicle,
 - h. Service animals.
 - i. Disruptive passengers may be requested to depart the vehicle
- J. Establish policies and procedures regarding the transportation of children, including under what age the child needs an adult or guardian, and addressing car seats and booster seats.
- K. Establish policies regarding compliance with the state law for seat belt usage. Such policies shall include excluding participants for non-compliance.
- L. Establish policies or procedures to investigate and respond to grievances or complaints by passengers concerning the vehicle's operation.
- M. Establish policies addressing the federal Drug Free Workplace Act, if applicable.
- N. **Pierce Transit** will require **Service Provider** to submit the following information on all drivers: driver's full legal name, birthdate, and driver license number for the purposes of monitoring the driver's record. If this information is requested, **Service Provider** will maintain this list with current drivers and current driver information with **Pierce Transit**.

3.2 Conditions of Use

The **Service Provider** will ensure that:

- A. Vehicle(s) are only used within Washington State and core place of business is in Pierce County. **Pierce Transit** further limits usage to the following service area(s):
INSERT SERVICE AREA
- B. Vehicle(s) are only used to the capacity established by manufacturer guidelines. There may be no more people allowed in the vehicle than available seat belts or the load capacity of the vehicle, whichever is lower.
- C. Vehicle will not be used for one-time Special Events that are subject to FTA Charter Bus Service regulations (49 CFR Part 604).
- D. Vehicle(s) are not used for personal use, or any other use not contemplated in this Agreement.
- E. Vehicle(s) are brought in for routine maintenance as determined by **Pierce Transit**. No one other than **Pierce Transit** may perform mechanical work on the vehicle without **Pierce Transit's** expressed permission.
- F. Pierce Transit is notified of any potential mechanical defects as soon as reasonable under the circumstances.
- G. No items are removed from or added to vehicle(s) without prior permission of **Pierce Transit**.

- H. Vehicle(s) are parked overnight at a reasonably secure location in Pierce County. Location shall be approved by **Pierce Transit**.

3.3 Responsibilities of the Service Provider's Drivers

The **Service Provider's** drivers will:

- A. Comply with all **Pierce Transit's** guidelines, criteria, standards, and requirements for the selection and retention of drivers.
- B. Conduct themselves in a manner complimentary to the public nature of **Pierce Transit**.
- C. Operate the vehicle in a safe and legal manner, complying with rules/regulations of the road.
- D. Operate the vehicle on paved streets, improved or maintained roads, and highways. Driving on the beach, into the mountains in winter, or in fields is prohibited.
- E. Inspect the vehicle daily to make sure all the vehicle equipment is in good working order. FOR VANS, the **Service Provider's** driver shall monitor and maintain the vehicle's tire pressure.
- F. Observe all width and height restrictions or clearances.
- G. Return the vehicle to its parking place after each use.
- H. Lock the vehicle when not in use.
- I. Keep the inside and outside of the vehicle clean.
- J. Load vehicle in the following manner:
 - a. VANS – Front to back
- K. Report any incidences of disruptive, illegal, or unsafe behavior in the vehicle to the **Service Provider**.
- L. Report any vehicle accidents, passenger injuries, or vehicle damage within 24 hours to the **Service Provider**. **Service Provider** shall report same to **Pierce Transit**.
- M. Always maintain in their possession their own personal items. Personal items are not covered under **Pierce Transit's** insurance.

The **Service Provider's** drivers will not:

- N. Take the vehicle outside of Washington State.
- O. Use any hands-free devices, including cell phones, a speaker, a Bluetooth device, a smart watch, etc. while operating the vehicle.
- P. Park for extended periods of time (e.g. during breaks) by a tavern, adult entertainment establishment, or any other inappropriate locale, including marijuana dispensaries.
- Q. Use the vehicle for hire, to haul garbage/debris, tow anything, or remove any of the seats.
- R. Place any loads on top of the vehicle, or anywhere else not designed to carry such loads.
- S. Take the vehicle through or use any drive-thru lanes (e.g. Starbucks, McDonalds, Walgreens).

4. HOLD HARMLESS BY THE SERVICE PROVIDER

The **Service Provider** 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 **Service Provider's** use of the vehicle, work, operation and business. **Pierce Transit's** inspection or acceptance of the **Service Provider's** work when completed shall not be grounds to void any of these covenants of indemnification.

It is further specifically and expressly understood that the indemnification provided herein constitutes the **Service Provider's** wavier of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes

of this indemnification. The parties mutually negotiated this waiver. The provisions of this section shall survive the expiration of termination of this Agreement. The provisions of this section shall survive the expiration of termination of this Agreement.

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.

6. INSURANCE REQUIREMENTS OF SERVICE PROVIDER

The **Service Provider** shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property that may arise from or in connection with all aspects of the **Service Provider's** work including the work of the **Service Provider's** volunteers, employees, agents, representatives, and subcontractors, except for the automobile liability exposures associated with this Agreement. The **Service Provider** shall provide adequate proof of the following:

Commercial general liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employer's liability.

Business auto liability for non-owned automobiles at \$1 million per occurrence.

Workers Compensation coverage as required by the industrial insurance laws of the State of Washington.

Service Provider shall provide adequate proof, as determined by the Pierce Transit, of the required insurance coverage under this Agreement, to **Pierce Transit**. **Service Provider** will immediately notify **Pierce Transit** of any lapses in coverage.

7. DEDUCTIBLE AND CONDITIONAL LIMIT OF LIABILITY

The **Service Provider** 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 **Service Provider**, the **Service Provider** 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 without the written Agreement of the parties and, if any assignment contemplates the transfer of **WSTIP's** coverage obligations, the concurrence of **WSTIP**.

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 **Service Provider**.

13. TERMINATION

Service Provider may terminate this Agreement, with or without cause, upon delivery of 30 days written notice to **Pierce Transit**. **Pierce Transit** may terminate this Agreement, with or without cause, or suspend rather than terminate this Agreement, if it determines suspension is in the best interest of the Agency, upon delivery of written notice to **Service Provider**. Any suspension of this Agreement does not affect **Pierce Transit's** right to terminate. Upon termination, the vehicle associated with this Agreement shall be returned immediately to **Pierce Transit** in the same condition as existed when **Service Provider** first took possession of the vehicle, less normal wear and tear.

14. ACCOUNTING AND AUDIT

The **Service Provider** agrees to keep records of all financial matters pertaining to this Agreement in accordance with Generally Accepted Accounting Principles (GAAP). These records may be reviewed at any time with prior notice by **Pierce Transit** or representatives of WSDOT, FTA, USDOT, or **WSTIP**. At any time, given 24 hours' notice, **Pierce Transit** may review all files, trips, accounts, and records and conduct interviews with passengers, drivers, and the **Service Provider's** employees to determine the **Service Provider's** compliance with this Agreement.

15. ADMINISTRATOR OF THE AGREEMENT

Pierce Transit appoints Business Support team as **Pierce Transit's** representatives for the purpose of administering this Agreement. The **Service Provider** appoints **NAME** or designee for the purpose of administering this Agreement.

16. TERM

This Agreement shall commence **DATE** and shall terminate with 30 days' notice from **Pierce Transit** or **Service Provider**.

17. 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.

18. 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 ____ of _____, 20__.

Dated this ____ of _____, 20__.

Signature of **Pierce Transit**

Signature of **Service Provider**

Printed Name of **Pierce Transit** Signatory

Printed Name of **Service Provider** Signatory

Title of **Pierce Transit** Signatory

Title of **Service Provider** Signatory

Pierce Transit

Service Provider

