

## **MEMORANDUM OF UNDERSTANDING DRIVECAM PROJECT**

This Memorandum of Understanding (MOU) is entered by and between the Washington State Transit Insurance Pool (WSTIP) and Pierce County Public Transportation Benefit Area Corporation (Pierce). Pierce is interested in implementing the Lytx-DriveCam system within their fixed route and paratransit fleet. It is anticipated that this product will assist Pierce in reducing their accidents and associated insurance claims for damages. WSTIP seeks to assist with the funding of this project to assist Pierce in reducing accidents and insurance claims and provide an opportunity for other WSTIP members to learn of the impact of this type of technology and its potential benefits to other WSTIP members. WSTIP agrees to accept data generated by the Lytx-Drive Cam system as provided by Pierce Transit's Safety Department and Risk Department, no special format is required.

### **Project Description**

Pierce Transit is requesting WSTIP investment in the implementation of Lytx-DriveCam driver monitoring system. Pierce intends to install this technology on approximately all directly-operated paratransit and fixed route vehicles. This will encompass approximately 600 operators. Pierce Transit completed its negotiations with the Amalgamated Transit Union 758 approving of the implementation of Lytx-DriveCam in December 2017.

The total project budget is approximately \$624,000 plus \$353 per bus annually for subscription services and monitoring. Pierce is requesting a WSTIP lump sum contribution of \$100,000. The Executive Board of WSTIP approved funding for the project at the February 15, 2018 meeting.

### **Purpose**

The purpose of this project is to reduce the cost of risk to Pierce and accordingly reduce the number of insurance claims paid by WSTIP. Both Pierce and WSTIP believe that a collaborative relationship and approach to reducing risk will enhance the project and benefit both parties.

### **Project Goals**

The mutually-agreed upon goals of this project are as follows, which will be more specifically enumerated in the project charter referred to in this MOU:

- a. Accident reduction at 40% over five years from 2017 baseline.
- b. Reduce the number of auto liability claims paid by WSTIP; which includes frequency, severity and loss rate.

- c. Reduce the severity (cost) of rear end collisions and pedestrian collisions as compared to the cost and loss rate as of 12/31/2017.
- d. Equipment will be effectively installed and maintained in working order.
- e. Operations personnel and transit operators will have been coached in the Lytx-DriveCam methodology.
- f. Status Reports will be submitted to WSTIP 6 months after “hot” date.
- g. The project team will analyze and score the events in a timely manner.
- h. Sharing of lessons learned and best practices for implementation and monitoring of DriveCam for WSTIP member agencies’ Operations, Safety, Training and Maintenance Departments.

### **Roles and Responsibilities**

The following are the agreed upon roles and responsibilities of the parties to help ensure project success.

#### **WSTIP agrees to:**

- 1. Provide \$100,000 toward the project 60 days after execution of this MOU.
- 2. Provide access to Pierce claims data.

#### **Pierce agrees to:**

- 1. Provide WSTIP with a project management plan acceptable to WSTIP which will, along with the contract between Pierce Transit and Lytx, at a minimum address:
  - a. Task timeline
  - b. Roles and Responsibilities of the project participants outlined
  - c. Funding timeline
  - d. Budget expenditure tracking plan
  - e. Expectations of projected results
  - f. How disputes are resolved
  - g. Communications plan
  - h. Change management plan (cost, scope, schedule)
  - i. Project risk management plan
  - j. Description of deliverable and scope
- 2. Capture the following relevant risk events: following too close; speeding (particularly in corners); inattention; use of cellular devices; eating; reading; and use of seat belts. This information will be aggregated and used to create hot-spot maps for analysis.

3. Analyze and score the events.
4. Review the events and scores with Pierce operators.
5. Develop a coaching and improvement program for operators aimed at operators returning to the field with improved skills.
6. Provide reporting to WSTIP on the performance of the technology and its ability to meet the goals of the project.
7. Provide for project presentations at WSTIP committees and other venues as requested 6 months after the “hot” date.
8. At the appropriate time, provide access by WSTIP members to the following:
  - a. Any video training products developed by Pierce
  - b. Access to written best practice materials (Lytx & Pierce), provided that Pierce has authority to release such manuals.
  - c. Access, when appropriate, to on-site visits
9. Manage all subcontractors associated with the installation, management and operation of the Lytx-DriveCam system program plan.

### **Duty to Defend and Indemnify**

To the extent allowed by law, Pierce, its successors and assigns, will defend, protect, and hold harmless WSTIP, its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of Pierce, its agents, contractors, or employees, arising out of or in connection with Pierce’s acts or activities or the acts or activities of its agents, contractors, or employees, related to this MOU. PROVIDED, that if the claims or damages are caused by or result from the concurrent acts of (a) Pierce, its agents, contractors, or employees and (b) WSTIP, its agents, contractors, or employees, or involves those actions covered by Ch. 4.24.115 RCW, this indemnity provision shall be valid and enforceable only to the extent of the acts of Pierce or its agents or employees contributed to the claims or damages at issue.

Pierce specifically assumes liability for actions brought by Pierce’s own employees against WSTIP and, solely for the purpose of this indemnification and defense, Pierce specifically waives any immunity under the state industrial insurance law, Title 51 RCW and has been mutually negotiated by the parties.

The defense and indemnification provisions in this paragraph shall survive the expiration or termination of this Agreement.

### **Reporting Requirements**

Pierce will provide a status and summary of results in the following timeframe:

- 6 months
- 12 months
- 18 months

- Additional reports may be provided upon mutual agreement
- Data to include:
  - Frequency of events
  - Severity of events
  - Base level coaching incidents compared at 3, 6, 12 and 18 months

Pierce will provide a comprehensive report on its assessment of the program and “lessons learned” at the end of the project.

**Timeframe**

This MOU will commence upon execution and will dissolve at the end of the grant funding period on March 1, 2020. The mile posts are as follows:

- Hire system administrator 06/18
- Initiate procurement from GSA Done
- Installation on Pierce/Sound Transit equipment (350 vehicles)
  - Target installation commencement 06/18
  - Target installation completion 07/18
  - Go live date 07/18
  - First status report 02/19

**Records and Public Requests**

Each party shall be responsible for its own obligations under the Washington Public Records Act, RCW 42.56 and the Washington Open Public Meetings Act, RCW 42.30. Questions or requests from the public about the project that do not relate to public records requests under RCW 42.56 shall be referred to Pierce. In the event of a public records request, the parties will cooperate as needed to ensure compliance with the Public Records Act.

**Amendment of this MOU**

This Memorandum of Understanding (MOU) may be amended only by written agreement signed by each of the parties.

**SIGNATURES ON FOLLOWING PAGE**

**Authorization**

Signatories must be officially authorized to sign on behalf of their agency and include title.

**WSTIP**

Authorizing Official:

DATED this <sup>11<sup>yh</sup></sup> day of <sup>June</sup>, 2018.

DocuSigned by:  
*Tracey Christianson*  
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Tracey Christianson, Executive Director

**Pierce Transit**

Authorized Official:

DATED this <sup>12</sup> day of <sup>June</sup>, 2018.

DocuSigned by:  
*Sue Dreier*  
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Sue Dreier, CEO