



**Limited-Mode Special Purpose (LMSP) Contract  
COMMUNITY VAN PROGRAM**

**Transit Agency Contact Information**

Name  
Title  
Email  
Phone

**User Group Contact Information**

Name  
Title  
Email  
Phone

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Pierce Transit (hereafter called **Transit Agency**), a municipal corporation of the State of Washington providing public transportation services located at 3701 96<sup>th</sup> St SW, Lakewood, WA 98499 and providing public transportation in Pierce County; AND [User Group] (hereafter called **User Group**), a [nature of corporate entity] located at [Address]. **Transit Agency** and **User Group** may be referred to herein individually as "Party" and collectively as "Parties."

**Transit Agency** 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. **WSTIP will not approve contracts/programs using 15 passenger vans for LMSP contracts or community van programs.**

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

**1. SERVICES PROVIDED**

The **User Group** may utilize **Transit Agency** vehicle intermittently to transport their clients in accordance with the rules of the **Transit Agency's** Board adopted Community Van Program. In general, "intermittent" means a member of the **User Group** operates a vehicle designated by the **Transit Agency**, as needed by the **User Group**, and then returns the vehicle to the **Transit Agency** until needed again.

**2. TRANSIT AGENCY RESPONSIBILITIES**

**2.1 General Responsibilities**

The **Transit Agency** will

- A. NOT allow 15-passenger vehicles to be utilized by the Service Provider in this agreement. This includes a vehicle with 14 seats and a driver.** Work with the User Group to set guidelines for the use of **Transit Agency's** vehicles.
- 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

The **Transit Agency** will ensure the **User Group**:

- A. Implements driver training and driver record monitoring standards and requirements as established by **WSTIP**. If the standards change, the **Transit Agency** will implement such changes within a reasonable time period and will communicate those changes to the **User Group** (as applicable).
- B. The **Transit Agency** will provide refresher training for **User Group**'s drivers annually or at any time the driver has not driven under the Community Van Program within a 12-month period.
- C. Conducts an annual review/approval of the **User Group**'s driver's driving records or ensure the **User Group** does the same.

## 3. USER GROUP RESPONSIBILITIES

### 3.1 General Responsibilities

The **User Group** will:

- A. Ensure all transportation is consistent with the services and guidelines required under this Agreement.
- B. Appoint a **User Group Coordinator** to coordinate with the use of the Community Van Program with the **Transit Agency**. This includes coordinating vehicle use, approval of drivers, accepting commendations, investigating complaints, and coordinating the driver's training with the **Transit Agency**.
- C. Reserve the vehicle in advance, and disclose driver, destination, route and passenger information prior to the pickup of the vehicle.
- D. Seek and receive pre-approval for routes and travel times. Travel should generally occur between 5:00 am and 8:00 pm. Travel outside of these times requires express approval from the **Transit Agency**.
- E. Seek and receive approval for overnight parking locations.
- F. Cancel or delay trip due to severe weather.
- G. Solicit and obtain adequate numbers of drivers to operate the vehicle(s).
- H. Conduct initial screening of drivers including conducting criminal background checks in accordance with RCW 43.43 if the **User Group** is transporting children or vulnerable adults as defined by RCW 43.43.830.
- I. Depending on the **User Group**'s clientele, and in coordination with the Transit Agency, provide additional training to drivers once driver is approved by the **Transit Agency**. 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 **User Group**.
- J. Oversee the distribution of vehicle keys.
- K. Ensure only approved drivers will operate **Transit Agency** vehicles.
- L. Immediately report the following to the **Transit Agency**:
  - 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 **User Group** becomes aware the vehicle is not being operated in accordance with **User Group** established policies or procedures, or policies and procedures established by this Agreement.
- M.** Establish, publish, and distribute guidelines for appropriate ridership behavior. These guidelines must be approved by the **Transit Agency** and shall include language that addresses the following:
  - a. Proper use of seat belts,
  - b. Being courteous to other passengers and the driver,
  - c. Proper use and care of Transit Agency 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 **User Group** and/or the **Transit Agency** 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 vehicles.
- N.** 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.
- O.** Establish policies regarding compliance with the state law for seat belt usage. Such policies shall include excluding participants for non-compliance.
- P.** Establish policies or procedures to investigate and respond to grievances or complaints by passengers concerning the vehicle's operation.
- Q.** Provide proof to the **Transit Agency** that the **User Group** has reviewed the **User Groups** driver's driver record abstracts at least annually.

### 3.2 Conditions of Use

The **User Group** will ensure that:

- A.** Vehicle(s) are only used within Washington State. **Transit Agency** further limits usage to the following service area(s):
  - Pierce County
- 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(s) are not used for personal use, or any other use not contemplated in this Agreement.
- D.** Vehicle(s) are used for passenger transportation only.
- E.** Transit Agency is notified of any potential mechanical defects as soon as reasonable under the circumstances.
- F.** No items are removed from or added to vehicle(s) without prior permission of the **Transit Agency**.

### 3.3 Responsibilities of the User Group's Drivers

The **User Group's** drivers will:

- A.** Comply with all **Transit Agency'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 the **Transit Agency**.

- C. Be well-rested and ready to drive. If the driver is ill, tired, or on any medication (over the counter, prescribed, or herbal) that will affect their concentration, stamina, and/or ability to drive, then the back-up driver shall take over.
- D. Operate the vehicle in a safe and legal manner, complying with rules/regulations of the road.
- E. 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.
- F. Inspect the vehicle daily to make sure all the vehicle equipment is in good working order.
- G. Observe all width and height restrictions or clearances.
- H. Return the vehicle to its parking place after each use.
- I. Lock the vehicle when not in use.
- J. Keep the inside and outside of the vehicle clean.
- K. Load vehicle from front to back.
- L. Report any incidences of disruptive, illegal, or unsafe behavior in the vehicle to the **User Group**.
- M. Immediately report any vehicle accidents, passenger injuries, or vehicle damage immediately to the **User Group**. **User Group** shall report same to the **Transit Agency**.
- N. Always maintain in their possession their own personal items. Personal items are not covered under the **Transit Agency's** insurance.

The **User Group's** drivers will not:

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

#### 4. **HOLD HARMLESS BY USER GROUP**

The **User Group** shall hold harmless and defend the **Transit Agency**, 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 **User Group's** use of the vehicle, work, operation and business. The **Transit Agency's** inspection or acceptance of the **User Group'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 **User Group's** waiver 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 or termination of this Agreement. The provisions of this section shall survive the expiration of termination of this Agreement.

#### 5. **INSURANCE REQUIREMENTS OF TRANSIT AGENCY**

The **Transit Agency** will maintain auto physical damage coverage on the vehicle at its own expense. The **Transit Agency** 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 **User Group**. Such an amount, if any, is indicated in Section 7 of this agreement.

#### 6. **INSURANCE REQUIREMENTS OF USER GROUP**

The **User Group** 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 **User Group's** work including the work of the **User Group's** volunteers, employees, agents, representatives, and subcontractors, except for the automobile liability exposures associated with this Agreement. The **User Group** 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.

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

#### 7. **DEDUCTIBLE AND CONDITIONAL LIMIT OF LIABILITY**

The **User Group** will be solely responsible for the first **\$25,000** per occurrence for repairs to the vehicle(s) provided by the Transit Agency, 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 **User Group**, the **User Group** 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 the **WSTIP** in the event of damage to the vehicle provided under this Agreement. The **User Group** 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 **Transit Agency** and **User Group** 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 **User Group** 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 the **WSTIP's** coverage obligations, the concurrence of the **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 **Transit Agency** or the **User Group**.

**13. TERMINATION**

**User Group** may terminate this Agreement, with or without cause, upon delivery of 60 days written notice to the **Transit Agency**. **Transit Agency** 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 **User Group**. Any suspension of this Agreement does not affect the **Transit Agency's** right to terminate. Upon termination, the vehicle associated with this Agreement shall be returned immediately to the **Transit Agency** in the same condition as existed when **User Group** first took possession of the vehicle, less normal wear and tear.

**14. ADMINISTRATOR OF THE AGREEMENT**

The **Transit Agency** appoints the **Rideshare team** or designee as the **Transit Agency's** representative for the purpose of administering this Agreement. The **User Group** appoints **NAME** or designee for the purpose of administering this Agreement.

**15. TERM**

This Agreement shall commence **DATE** and shall terminate December 31, 2027.

**16. 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.

**17. 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 \_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature of **Transit Agency**

\_\_\_\_\_  
Signature of **User Group**

\_\_\_\_\_  
Printed Name of **Transit Agency** Signatory

\_\_\_\_\_  
Printed Name of **User Group** Signatory

Pierce Transit  
User Group:

Expiration Date: 12/31/2027

Title of **Transit Agency** Signatory

**Pierce Transit**  
\_\_\_\_\_  
**Transit Agency**

Title of **User Group** Signatory

\_\_\_\_\_  
**User Group**