

SAN BENITO COUNTY RIDESHARE
Vanpool Commuter Program

May 2002

Driver Application and Agreement

Local
Transportation
Authority

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RIDE 
 **SHARE**
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Background

The purpose of the vanpool program is to encourage individuals to share their commute and to promote the vanpool as an inexpensive alternative to driving alone. The Council of San Benito County Governments and Local Transportation Authority, through its support of San Benito Rideshare, have acknowledged that ridesharing is an effective tool to reduce congestion, air pollution, highway and road maintenance costs, the depletion of fossil fuels and reliance on foreign sources of energy. According to the 2000 U.S. Census Report, over 18,500 workers in San Benito County (41% of San Benito County workforce) commute into, or out of, the County.

In 1993, the Local Transportation Authority received two vanpool vans through a grant received from the California Department of Transportation. Two 14-passenger Ford Econoline Vans made up the first fleet of vanpool vans. The vans were designed especially for commuters and are fully equipped with interior lighting, individual upholstered seating, first aid kits and fire extinguishers.

In 2000 and 2006, the Council of San Benito County Governments received a grant for the purchase of four new commuter vans for the fleet. These vans are available for lease by commuters that live or work in San Benito County. Each van is specially equipped for commuters and includes front and rear heat and air conditioning, and CD player.

The San Benito County Rideshare Program administers the Vanpool Program in conjunction with the Council of San Benito County Governments and the Local Transportation Authority.

Vanpool Program

San Benito Rideshare is responsible for the administration of the Vanpool Program. To encourage participation, a low-cost lease program has been developed whereby commuters pay for use and maintenance of a commuter van at a nominal monthly charge. (Gas and oil for the vehicle is paid by the passengers and is not included in the monthly charge)

Each participant will complete and abide by the Vanpool Van Driver, Backup Driver, or Passenger Agreement.

State of California Vanpool Vehicle License and Maintenance Requirements

License Requirements

For the driver of vans designed to seat 11-15 adults the following requirements apply:

- ◆ A van used primarily for nonprofit, work-related transportation of adults, for the purpose of ridesharing, is considered a vanpool vehicle.
- ◆ A Class C driver's license, a valid medical certificate and sworn statement that the driver has not been convicted of reckless driving, drunk driving, or hit-and-run offense

in the last five years are required.

- ◆ The medical certificate must be renewed every two years and the sworn statement must be renewed every year.

Equipment Requirements

For vans designed to seat 11-15 adults the following applies:

- ◆ Vans must have a 10-unit first aid kit and an operable fire extinguisher rated at least A:B:C. Both must be mounted and readily accessible.
- ◆ Vans must also have a “Vanpool” sign on each side and on the rear of the vehicle visible from a minimum distance of 50 feet.

Maintenance Requirements

For vans designed to seat 11-15 adults the following applies:

- ◆ Drivers must keep a 12-month maintenance history of their vehicle in the van at all times. After repairs are made, a copy of the work order must be kept in the van. Maintenance records must identify service performed, person performing it, date and vehicle mileage at time of service.
- ◆ A safety inspection must be performed every six months or 6,000 miles, whichever occurs first. The inspection must include an in-depth inspection of the vehicle’s brake and lighting systems, steering components, wheels and tires. Documentation showing that this work has been done must be kept in the van.*

* Wheels must be taken off for visual inspection and brake fluid levels must be checked. Steering connecting arms and knuckles must be inspected for wear and play. Wheels must be inspected for cracks. Tires must be inspected for proper tread depth (4/32 front; 2/32 rear tires) and wear. Tail, brakes and turn signal lights must be checked to see that they work properly.

Driver Selection Criteria

EMPLOYMENT:

Employed by present employer for two years, or other indication of stable employment.

LICENSE AND EXPERIENCE:

Must have a current and unrestricted California Drivers License and have driven for at least 5 years. Restrictions for glasses and contact lenses are acceptable.

SUSPENSION OR REVOCATION OF LICENSE:

No suspensions or revocation within the past five years. (Drivers must complete a sworn statement card that states that they have not been convicted of reckless driving, drunk driving or a hit-and-run offense within the previous 5 years. This card must be kept in the van at all times and presented upon request by a traffic officer when driving a vanpool).

MEDICAL CONDITION:

All vanpool drivers and alternates are required by law to have a physical exam. The examining physician must complete the California Department of Motor Vehicles (DMV) Medical Examination Report, which is given to the Department of Motor Vehicles. The physician should also complete a California Medical Certificate. This must be kept in the van at all times.

INSURANCE HISTORY:

Cancellation or non-renewal within the past five years will be closely analyzed. If the action was because of the applicant's driving history, this could be considered cause for rejection.

Driver Lease Agreement

The LOCAL TRANSPORTATION AUTHORITY (LTA) and DRIVER enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on _____ and continue in force until one of the parties terminates this agreement as specified herein.

2. Scope of Drivers Obligations.

The DRIVER for LTA's benefit shall perform the obligations specified in Attachments A and C to this Contract. Attachments A and C are made a part of this contract.

3. LTA's Obligations.

In consideration for DRIVER's performance of the obligations specified in Attachment A, Attachment C, and Attachment D, LTA shall provide a 14-passenger van for use by the Driver in connection with a vanpool. LTA's additional responsibilities are listed on Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the General Terms and Conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance.

LTA shall maintain insurance coverage consistent with the insurance requirements as specified in Attachment B.

6. Termination.

Either party may terminate this contract, with or without cause, by giving fifteen (15) days advance written notice to the other party. Notice shall be deemed given on the day the notice is personally given or five (5) days after written notice is deposited in the United States mail, addressed as indicated in this contract paragraph 8, with first class postage prepaid.

LTA may automatically suspend this contract upon a major breach by Driver or Backup Driver. A major Breach is defined as any event which causes operations of the vanpool to become inconsistent with the evaluation criteria established by the Transportation Planner assigned to the vanpool operations and includes but is not limited to, the involvement of the Driver or the Backup driver in a serious accident, any failure of the Driver or Backup Driver to abide by any of the program's operational policies, unauthorized personal use of the van, failure to abide by any of the terms of the agreement, or for other good cause. Within 2 weeks after the suspension of this contract for major breach, LTA will notify Driver and Backup Driver if the contract is to be reinstated or terminated.

Upon termination, the Driver shall cooperate fully in return of all vanpool records and materials and all keys thereto.

7. Specific Terms and Conditions; Additional Incorporated Documents.

The rights and duties of the Driver are additionally governed by obligations specified by Attachment D, which consists of a multiple forms listed as follows:

Driver Application

Maintenance Program

Vanpool Maintenance Schedule

Vanpool Maintenance - Hour Record

Vanpool Monthly Expense Report For Determining Monthly Passenger Fares From Vanpool

Daily Log Form

First Aid Kit-Fire Extinguisher Requirements

Certification of Insurance Coverage

Driver agrees to accurately fill out the form that is a part of Attachment D.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information of the respective contract administrators for the parties:

Veronica Lezama
Transportation Planner
San Benito County Local Transportation Authority
3216 Southside Road
Hollister, CA 95023

Phone: (831) 637-7665
Fax: (831) 636-4160
Emergency: (831) 636-1819
veronica@sanbenitocog.org
www.SanBenitoCountyRideshare.org

SIGNATURES

Approved by LTA:

Approved by Driver:

Lisa Rheinheimer
Executive Director
Local Transportation Authority

Name: _____
Driver
Vanpool Number _____

Date: _____

Date: _____

Attachment A

San Benito Rideshare Vanpool Driver Obligations

In exchange for the use of the vanpool van, the Driver agrees during the term of this Agreement to:

1. Drive the van in lieu of paying as a passenger in the vanpool.
2. Maintain a valid, Class C, California Driver's License.
3. Notify Transportation Planner when any information on the application form (excluding age) changes.
4. Notify Transportation Planner of any new moving violation within 48 hours.
5. Drive a van daily to and from work, picking up and discharging riders in accordance with a route and schedule that is acceptable to the Driver and Passengers.
6. Attempt to maintain the vanpool at its maximum ridership.
7. Contact the Transportation Planner to arrange times for servicing of the van according to the maintenance service schedule.
8. Lock and secure the Van in a reasonable manner at all times.
9. Obtain prior approval from Transportation Planner for any expenditure relating to the van, other than fuel, in excess of \$50.
10. In accordance with the vanpool monthly expense report, collect fares from all riders in advance, no later than the first of each month and mail or hand deliver to the Transportation Planner by the 15th of the month.
11. Keep daily and monthly records of odometer readings, fuel consumption, maintenance costs and rider usage to determine cost of service to each passenger.
12. Make sure sufficient Backup drivers (minimum of one approved backup driver per van) are available to ensure continued operation of the vanpool in Driver's absence.
13. Coordinate the provision of alternate transportation when the vanpool vehicle is not available.
14. Coordinate rules for the day-to-day operation of the vanpool (e.g., smoking, wait times, radio.)

15. Sign a sworn statement at the Department of Motor Vehicles (DMV) attesting to the fact that you have not been convicted of reckless driving, drunk driving, or a hit-and-run offense in the last 5 years. The sworn statement must be renewed every year.
16. Pass a physical exam and have a physician complete a California DMV Medical Examination Report (available at the DMV) and a California Medical Certificate, which must be kept in the van when driving the van. The medical certificate must be renewed every two years.
17. Make sure the 10-unit first aid kit and fire extinguisher are properly mounted and readily accessible.
18. Maintain the "Vanpool Van" decal on the sides and rear of the vehicle.
19. Keep a 12-month maintenance history of the vehicle in the van at all times. Maintenance records must identify service performed, person performing it, date and vehicle mileage at the time of service. Copies of all work orders must be kept in the van at all times.
20. Ensure that all use of the vanpool van is consistent with The San Benito Rideshare Vanpool General Terms and Obligations listed in Attachment C.

San Benito Rideshare Vanpool and LTA Obligations

The Local Transportation Authority (LTA) agree during the term of this Contract to:

1. Provide a 14-passenger van for use by the vanpool.
2. Register, title and license the Vanpool Van. It is understood that at LTA's sole discretion, LTA may register the Vanpool Van in the name of another local agency.
3. Obtain adequate liability coverage for all authorized users of the van; for and including bodily injury, property damage, comprehensive, collision, and uninsured motorist protection.
4. Provide the DRIVER with all information on policy and operational aspects of the vanpool program.
5. Assist the DRIVER in maintaining the vanpool's ridership at its maximum level.
6. Establish a schedule for routine servicing and maintenance of the van.
7. Provide the Driver with all necessary report forms.
8. Establish a fee schedule for participation in the vanpool.
9. Provide a IO-unit first aid kit and fire extinguisher rated at least A:B:C.

Attachment C

Local Transportation Authority General Terms and Obligations

The van shall at all times be operated in a manner consistent with the public nature of this program; the vehicle shall be kept clean; it shall be driven in a courteous manner; and, the unique character of the vanpool program shall be explained if such is questioned.

Except in emergency situations, operation of the van is restricted to an approved Driver and/or Backup Driver.

Safe driving habits and complete observance of all traffic regulations is the utmost importance and is required of all drivers. Any citation resulting from the operation of the van is the responsibility of the person driving the van at the time of issuance of the citation. The Driver and Backup Driver(s) will report any citation resulting from a moving traffic violation to the Transportation Planner within 48 hours whether received while driving the van or any other vehicle.

The Driver will be responsible for reporting any vehicular accident involving bodily or property damage within 24 hours to the Transportation Planner. Such reporting is to include any injury to a passenger of the van even though no third party was involved (e.g., passengers falling and injuring themselves while entering the van). The Driver is responsible for completing a motor vehicle accident report and submitting it to the Transportation Planner.

The van is to be parked off-street at the residence of either the Driver or the Backup Driver overnight and as often as possible at other times.

The van is not to be used for hire; to pull trailers, boats, etc; to haul garbage, debris, or excessive loads; and any purpose required for the removal of seats.

The van is to be driven only on hard-surfaced streets and highways and other normal access roads and driveways. It is not to be driven off-road, on beaches, in fields, or in any other potentially unsafe environment.

The van is not to be driven over bridges or roads posted for less than a 4-ton maximum weight load. Width and height clearance requirements of the van are to be observed at all times.

Accessories including appearance items or additional equipment will not be added or removed without prior approval of the Transportation Planner.

The vanpool van shall not be removed from the State of California for any reason.

The vanpool van may be taken out of service for maintenance, in which case, it is the responsibility of the vanpool users to make other transportation arrangements.

Attachment D

Driver Application

(Drivers and Back-Up Drivers must complete this form) *Please complete all applicable questions which follow and return to Transportation Planner.*

1. Vanpool No. _____ and/or Route: To _____ From _____

2. Check one: [] Driver, [] Backup Driver

3. Name _____
(first) (full middle) (last)

4. Address _____
(number) (street) (city) (state) (zip code)

5. How long have you lived at this address? _____ years _____ months

6. Phone: Work _____ Home _____

7. Age _____ Date of Birth _____ Social Security Number _____
(month) (day) (year)

8. Employer's Name and Address _____

9. Job Title _____

10. Present Supervisor's Name _____

11. Length of Employment _____ (If less than 2 years, please complete the following:)

Previous Employer _____
(location)

Length of Employment _____ Last Supervisor _____

12. How long have you had a driver's license? _____ years _____ months

13. If you have driven a van before, for how long? _____ years _____ months

14. Do you currently have a valid and unrestricted California State Driver's License?

[] Yes [] No (explain) _____

15. Driver's License number _____

16. Has an insurance company or companies ever refused, cancelled, refused to renew, or given notice of intention to cancel or refuse any automobile insurance for you?

No Yes (please answer the following:) Name of Company _____
[] cancelled [] refused [] non-renewal

Date _____ Reason _____

17. Have you ever had your automobile driver's license or privileges suspended, revoked or refused?

No Yes (explain) _____

18. Do you have a condition which may/or does result in physical or mental impairment? (For example, but not limited to, sight in only one eye, missing limbs, deafness, paralysis, convulsive or seizure disorder, epilepsy, blackouts, diabetes, heart disease, etc.)

No Yes (please answer the following:)

Name or nature of condition _____

Date of onset or last attack _____

Years driving with condition or handicap _____

Driving Aids _____

Drugs or Medication _____

Effect on Driving Ability _____

Physician's Name _____ Phone _____

19. Have you ever been convicted of driving while intoxicated or under the influence of drugs?

No Yes (explain) _____

20. Have you been required by any state to file evidence of Financial Responsibility?

No Yes (explain) _____

21. How many motor vehicle accidents of any type of any cause have you as an operator, been involved in during the past 3 years? _____ Please give full details, including approximate dates, time of day, etc.:

Describe Accident #1:

Date	Time	Driver	Violation	Type	Who Was At Fault
Bodily Injury <input type="checkbox"/> Yes <input type="checkbox"/> No		Damage To Your Vehicle <input type="checkbox"/> Yes <input type="checkbox"/> No Amount \$ _____		Damage To Other Property <input type="checkbox"/> Yes <input type="checkbox"/> No Amount \$ _____	
Description _____					

Describe Accident # 2:

Date	Time	Driver	Violation	Type	Who Was At Fault
Bodily Injury <input type="checkbox"/> Yes <input type="checkbox"/> No		Damage To Your Vehicle <input type="checkbox"/> Yes <input type="checkbox"/> No Amount \$ _____		Damage To Other Property <input type="checkbox"/> Yes <input type="checkbox"/> No Amount \$ _____	
Description _____					

22. Indicate all driving violations or citations (other than parking) that you have been convicted of, forfeited bail, or paid any fines for during the past 3 years. Please give full details, including approximate dates below:

Date	Time am/pm	Locations (City and State)		
Convictions		If Speeding Legal Limit:	mph	Amount of Fine
		Your Speed:	mph	
Date	Time am/pm	Locations (City and State)		
Convictions		If Speeding Legal Limit:	mph	Amount of Fine
		Your Speed:	mph	

23. Have you ever been convicted of a crime? No yes (explain) _____

24. How many cars do you own? _____

25. Do you have automobile insurance for your personal vehicle [] Yes [] No

26. Name of insurance company and policy number _____

27. Commuting Travel Plans:

a. Origin of Trip: _____
(city) (county) (zip code)

b. Final Destination: _____
(street address) (city) (zip code)

c. Distance from origin to final destination is _____ miles one way.

d. What time do you arrive at work? _____ am/pm, leave work _____ am/pm

28. Can you provide off-street parking for the van at your home? [] Yes [] No

29. Additional Comments: _____

By making this application and by my signature below, I hereby authorized the Local Transportation Authority to investigate my credit history, verify my employment, and examine my records in the Department of Motor Vehicles. I agree to execute any other documents necessary to obtain a full review of the records stated herein.

Signature: _____ Date: _____

Maintenance Program

<u>Mileage Interval</u>	<u>Service</u>	<u>Description of Services</u>
6,000	PM-1 Vehicle Servicing	Change oil, filter, lube; and inspection check of all fluid levels; inspect lights; check clutch, inspect for leaks; inspect hoses and belts.
18,000	Inspect, Clean, and Adjust Rear Brakes	Remove rear wheels and drums; inspect brake linings; inspect for brake fluid leak; inspect all brake parts; inspect for axle grease leaks, clean brake system; adjust brakes; re-install brake drums and wheels.
18,000	Rotate Tires as needed	Inspect tire wear pattern; move front tires to rear and rear tires to front; for non- radial tires, criss-cross tires.
24,000	Engine Tune-up	Replace spark plugs; service air filter, vent filter; service PCV system; service distributor rotor; service battery; check/adjust timing; adjust carburetor; road test.
24,000	Service Automatic transmission	Inspect for transmission leaks; change transmission fluid; replace filter; clean out pan; replace pan gasket.
24,000	Pack Front Wheel Bearings	Clean, inspect and pack front wheel bearings; replace bearings if necessary; inspect front brakes.
36,000	Overhaul Brakes	Replace disc brake pads and rear brake shoes, machine rotors and drums; pack front wheel bearings; overhaul or place wheel cylinders; inspect or replace grease seals as necessary; bleed hydraulic system; road test.
Annual, Before Summer	Service Air Conditioning System	Fill system with freon; lest system with gauges for proper compressor functioning; check for freon leaks; inspect and adjust air conditioning compressor belt; tighten all connections.
Annual, Before Summer	Service Engine Cooling System, Steam-Clean	Drain cooling system; flush system with cleaner; pressure test cooling system; and inspect hoses; clean debris from engine radiator; test thermostat; check adequacy of water flow through radiator; tighten all hose connections; steam-clean engine and engine compartment.

Maintenance Program (Continued)

As Needed	Check Alignment	Set up gauges on front-end alignment machine; test for proper caster and camber setting; check toe-in setting; inspect steering linkage and front suspension for normal wear. Adjust caster and/or camber settings; set toe-in.
As Needed	Replace Shocks	Install heavy-duty shocks.

PM-1 Servicing and Inspection

A PM-1 Servicing and Inspection includes all of the following:

Change engine oil.

Change oil filter.

Lube chassis and driveline.

Check power steering fluid level.

Check transmission fluid level.

Check differential fluid level.

Check water/coolant level.

Check battery water.

Check brake fluid level.

Lube door hinges.

Check all lights.

Inspect belts and water hoses.

Inspect for leaks -engine oil, water, grease seals, transmission, rear end, power steering, etc.

Check air filters.

Attach servicing tag.

Tighten side view mirrors.

Check tire air pressure to 50 psi (or factory specifications.)

Vanpool Maintenance Schedule

Must be kept in the Vanpool Van at all times.

Miles	Facility	Date	Actual Mileage	PM-1 Service	Inspect, Clean & Adj. Brakes	AB 550 Inspect	Rotate Tires	Service Air Cond. Sys.	Service Engine Cooling System	Check Alignment	Replace Shocks	Engine Tune-up	Over-haul Brakes	Auto. Trans. Service	Replace Air Filter	Fuel Filter	Pack Front Wheel Bearings
6,000				X		X											
12,000				X													
18,000				X	X		X										
24,000				X								X		X			X
30,000				X													
36,000				X	X		X						X				
42,000				X													
48,000				X								X		X			X
54,000				X	X		X										
60,000				X													
66,000				X													
72,000				X	X		X					X	X	X			X
78,000				X													
84,000				X													
90,000				X	X		X										
96,000				X								X		X			X
102,000				X													
108,000				X	X		X						X				
114,000				X													
120,000				X								X		X			X
126,000				X	X		X										
132,000				X													
138,000				X													
144,000				X	X		X					X	X	X			X
150,000				X													

Vanpool Maintenance – Hour Record

Must be kept in the Vanpool Van at all times

Miles	Facility	Date	Actual Mileage	PM-1 Service	Inspect, Clean & Adj. Brakes	AB 550 Inspect	Rotate Tires	Service Air Cond. Sys.	Service Engine Cooling System	Check Alignment	Replace Shocks	Engine Tune-up	Over-haul Brakes	Auto. Trans. Service	Replace Air Filter	Fuel Filter	Pack Front Wheel Bearings
6,000				X		X											
12,000				X													
18,000				X	X		X										
24,000				X								X		X			X
30,000				X													
36,000				X	X		X						X				
42,000				X													
48,000				X								X		X			X
54,000				X	X		X										
60,000				X													
66,000				X													
72,000				X	X		X					X	X	X			X
78,000				X													
84,000				X													
90,000				X	X		X										
96,000				X								X		X			X
102,000				X													
108,000				X	X		X						X				
114,000				X													
120,000				X								X		X			X
126,000				X	X		X										
132,000				X													
138,000				X													
144,000				X	X		X					X	X	X			X
150,000				X													

Vanpool Monthly Expense Report to Determine Monthly Passenger Fares

Calendar month _____ Year _____

Fuel:			
Date	Odometer Reading	Gallons Purchased	\$ Spent on Fuel
Totals:			

Oil:	
Quarts	Cost
Totals:	

Other:	
Description	Cost
Totals:	

1 Fixed Monthly Lease Fee	\$450+
2. Amount Spent on Fuel	+
3. Amount Spent on Oil	+
4. Amount Spent on Other	+
5. SUBTOTAL (2+3+4)	=
6. TOTAL COST = SUBTOTAL (5) + Fixed Monthly Lease (1)	=
7. Number of Paying riders (does not include driver)	=
8. Divide TOTAL COST (6) by Number of Paying Riders (7) = rider fare	=

First Aid Kit and Fire Extinguisher Requirements

Vanpool Vans must be equipped with a first aid kit and an operable fire extinguisher. As shown in the California Highway Patrol Regulations, vanpool vans shall carry a 10-unit first aid kit with the following items:

1. 1-in adhesive compress
2. 2-in bandage compress
3. 3-in bandage compress
4. 4-in bandage compress
5. Plain gauze pads (3x3 in.)
6. Gauze roller bandage (2 rolls, 2 in. x 6 yd.)
7. Plain absorbent gauze (1/2 sq. yd.)
8. Plain absorbent gauze (24 x 72 in.)
9. Triangular bandages (40 in.)
10. Tourniquet, scissors, tweezers

10 TOTAL UNITS