



**SAN MIGUEL AUTHORITY  
FOR REGIONAL  
TRANSPORTATION**

January 2022

**SMART VANPOOL DRIVER & RIDER REFERENCE GUIDE**

**Section I – General Information**

**A. SMART Vanpool Rights and Responsibilities:**

The San Miguel Authority for Regional Transportation (SMART) is the legal owner of the vanpool vehicles and therefore has specific rights and responsibilities to the vanpool that are discussed in this guide. Please remember that the use of a SMART vanpool vehicle is a privilege, one that should be treated with respect. The Vanpool Program is dependent on volunteers who accept responsibility for driving and administering the daily operation of the van. **SMART reserves the right to revoke the use of a van, as detailed in this reference guide.**

**B. SMART Contacts:**

Kari Distefano, Operations Manager, (970) 708-7606, [Kari.distefano@smarttelluride.com](mailto:Kari.distefano@smarttelluride.com)

**C. Driver Contacts:**

Each vanpool shall designate a primary contact. Record of these contacts will be kept with the SMART Operations Manager or Vanpool Coordinator. Notifications to vanpool riders will be directed through this person.

**D. General Program Requirements:**

- Participants must vanpool at least 12 days per month to secure a seat in the van pool.
- Participants will pay \$40.00 per month by the 5<sup>th</sup> of the month, to secure a spot.
- A vanpool will be ended if a vanpool's ridership falls below three members (including the driver) for two consecutive months. Vanpools will be disbanded if ridership is not brought up to the minimum level within the 30 days after the first month.
- Each vanpool must have a minimum of two approved drivers.
- Only approved participants can ride in a vanpool vehicle. An approved participant is defined as a participant that is on a roster for a vanpool with SMART. It is the driver's responsibility for ensuring riders are on the roster before they ride in the vanpool.
- Children under sixteen years of age must be accompanied by an adult.

**Section II – Forming a Vanpool**

**A. Vanpool Formation:**

To start a vanpool, a potential group must meet the following criteria:

- At least four people are needed to start a vanpool.
- The vanpool must travel on a route that is not served by existing SMART routes. Vanpools must travel 15 miles roundtrip to be eligible. Proposed routes that cover times that are not served by existing routes will be evaluated on an individual basis.
- Each participant in the group agrees to ride at least 12 times a month.
- Each group needs at least two drivers (a primary driver and an alternate driver.)
- To ensure that the van regularly runs and that the driving is spread equally amongst vanpool users, SMART encourages all participants to be approved as drivers.

To find other individuals that may be interested in starting a vanpool:

- Provide the SMART Operations Manager or Vanpool Coordinator your contact information and in return the operations manager will provide a list of other interested commuters that live in the same area.

When a potential vanpool group has assembled at least four people, a member of the group should send the following information to the Vanpool Coordinator:

- Name
- Address
- Phone number
- Email
- Home phone number
- Locations of origins and destinations
- Identity of the primary driver/group designed contact.
- Identity of other alternate drivers.
- Vanpool Route information including pick up locations and proposed times.

The Vanpool Coordinator will determine if the group meets all applicable criteria and if a vehicle is available for the group. If a vehicle is available, SMART staff will start the process of processing the paperwork that is required for drivers and passengers. If a vehicle is not available, the group will be put on a waiting list.

**B. New Rider Recruitment Incentive:**

As a registered participant of the SMART Vanpool Services all active riders are eligible for a “Rider Recruitment Incentive” should they recruit a new rider on behalf of the program. The new participant must list the recruiter in the appropriate section of the participant agreement in order to be eligible for the incentive. The participant vanpooler and the newly-recruited rider will receive a \$20.00 rider incentive after two (2) full months of continued participation by the newly-recruited rider. The recruiter must be a current participant on the new rider’s two (2) month anniversary to receive the incentive. The new rider and the recruiter may not have unpaid invoices to be eligible for the incentive.

**C. Coordinator Incentive:**

Coordinators receive a 25% discount off their monthly fare for completing the administrative requirements for their route as described in the Coordinator Agreement (Coordinator Agreement). All Coordinators must complete and sign a Coordinator Agreement. SMART may rescind the \$10

Coordinator monthly fare discount and reassign these responsibilities with or without cause. The Coordinator Discount is a deduction from the coordinator's monthly fare and cannot be redeemed for cash or shared with other riders in the vanpool.

### **Section III – Driver and Passenger Responsibilities**

#### **A. Vanpool Volunteer Driver Requirements and Qualifications:**

- A valid Colorado Driver's License.
- A clear motor vehicle record with no convictions or preventable collisions in the last 3 years and no major violations/convictions in the last 5 years. (Attachment 1 in the Vanpool Paperwork Packet)
- Certificates from the completion of the CIRSA online training courses "Defensive Driving Basics" and "Advanced Defensive Driving Techniques". (Attachment 2 in the Vanpool Paperwork Packet)
- Signed Volunteer Activities Release/Indemnification form. (Attachment 3 in the Vanpool Paperwork Packet)
- Signed San Miguel Authority for Regional Transportation (SMART) Volunteer Driver Agreement. (Attachment 4 in the Vanpool Paperwork Packet)

#### **B. Authorized Drivers:**

SMART vehicles must be driven by authorized Vanpool drivers only. Authorized drivers are those that have met the Vanpool Driver Qualifications established by SMART that are listed above. Operation of a SMART vehicle by any unauthorized driver is strictly prohibited. SMART vanpool insurance coverage will not cover any accident that occurs while the van is operated by an unauthorized driver. If that happens the unauthorized driver assumes full liability for any accident and related damages.

#### **C. Emergency Authorization:**

In an emergency, a passenger may obtain temporary (one return trip) telephone authorization from SMART administrative staff to act as the vanpool driver from the work site. This approval must be obtained prior to actually driving the van. An interview at the time of the request will include information on the following and permission to operate the van will only be given if ALL of the following are provided to SMART:

- Determination that the emergency driver is necessary.
- Full name of the individual that will be driving.
- Colorado State Driver's license number.
- Date of birth.
- Completed Signed Volunteer Activities Release/Indemnification form. (Attachment 3 in the Vanpool Paperwork Packet), if time allows.
- Signed San Miguel Authority for Regional Transportation (SMART) Volunteer Driver Agreement. (Attachment 4 in the Vanpool Paperwork Packet), if time allows.
- Disclosure of any past accidents or moving traffic violations.

#### **D. Vanpool Driver Responsibilities:**

- Drivers shall self-report any health changes, use of prescription drugs, or medical issues that may impact their ability to operate the vanpool vehicle safely.
- Drivers shall self-report any accidents or ticket violations.

- Drivers shall let someone else drive if they are tired, do not feel well or are experiencing any other circumstances that might interfere with the safe operation of the vehicle.
- Drivers shall stop at established pick-up and drop-off locations.
- Drivers shall ensure that driver schedules are arranged so there is minimal service disruption.
- Drivers shall notify the operations manager or the vanpool coordinator if the vanpool is unable to operate due to the lack of a drivers. Drivers shall encourage participants in their vanpool to become approved drivers so there are more than the required minimum of two approved drivers per van.
- Drivers shall bring all maintenance issues to the attention of the SMART Operations Manager or Vanpool Coordinator.
- Drivers shall report all accidents involving the vanpool vehicle within 12 hours or as soon as is practical.
- Drivers shall be 100% responsible for paying any fines incurred (ie. seatbelt violations, speeding tickets, parking violations, etc.) while driving the vanpool vehicle.

**E. SMART may revoke a driver’s authorization for reasons including but not limited to the following:**

- Operating the van in a manner inconsistent with the SMART Volunteer Driver Agreement.
- Unsafe driving including but not limited to reckless driving, negligent driving, or operating the vehicle in some illegal manner.
- Involvement in an “at-fault” accident.
- Citation(s) for moving traffic violations while driving a SMART vehicle.
- Complaints; based on severity or frequency.
- Using a SMART vehicle for unauthorized purposes, including but not limited to personal use, using the vehicle for hire, using the vehicle for hauling or making trips unrelated to commuter transportation.
- Deliberate destruction of or damage to any part of the vehicle.
- Unreported accidents or incidents involving the vanpool vehicle.
- Consistently late or unreliable service.
- Failure to abide by the no smoking and vaping policy.
- Failure to abide by any current Local, State, or Federal Mask Mandates.
- Failure to accurately collect and report passengers and fares.
- Cell phone use while driving.

**F. Vanpool Participant Requirements:**

- Decisions regarding schedule changes, pick-up/drop-off location changes, etc. are to be agreed upon by all participants of the vanpool.
- In accordance with Colorado state law, all participants must wear seatbelts properly at all times.
- Compliance with any current Local, State, or Federal Mask Mandate.
- Participants may not be under the influence of alcohol or drugs while driving or riding on the vanpool.
- Space in the vans is limited. Skis, snowboards and other large pieces of equipment are permitted on the van only if they can be safely and securely stored. If there is consensus among the vanpool participants that an exterior bicycle rack is needed, SMART will consider installing one on the van.

- All personal items should be removed from the vanpool vehicle when it's not in use. SMART, the vanpool coordinator, primary driver, or any other vanpool participants are not responsible for any personal items that are lost, stolen, or damaged.
- No smoking or vaping is permitted in the vanpool vehicle and within 20 feet of the vanpool vehicle.
- Participants should make every effort to be punctual and arrive at the designated pick-up point prior to vanpool departure. A participant who is ill, or does not plan to ride, should make the best possible effort to contact the primary driver well in advance of the departure time.
  - If you will not be making a return trip on the van, please notify the driver or another returning passenger for that day so that the van departure is not delayed.
  - Efforts will be made to drop riders off at their place of employment. Limited exceptions to pick up and drop off locations may be made for emergencies and unforeseen situations.
- Vanpool participants must refrain from wearing scented colognes or perfumes.
- No food shall be allowed on the vans.
- Participants should conduct themselves in a manner that maximizes their own safety and the safety of the other participants. It is the participant's responsibility to be aware of and comply with SMART's non-discrimination and sexual harassment policies.
- Vanpools should establish their own pick up and drop off times, pick up/drop off locations, days of operation, etc. and report this information to the SMART operations director or vanpool coordinator on an annual basis or whenever significant changes occur.
- Vanpools should establish their own internal policies, by consensus, regarding comfort issues such as radio play, air conditioning, heating, cell phone use, etc.
- Appropriate behavior, language and conduct is expected and required at all times while riding the vanpool.
- Service animals trained to perform a specific function(s) for the rider are welcome, but must be kept on a leash, kept under control, and must ride on the floor of the vehicle at their owner's feet. Emotional support animals are not permitted at this time. For further information please see the full policy in SMART's Transit Policies and Procedures Manual Section IV.
- Riders are required clean up after themselves so that the van can be kept clean, comfortable, and safe for all users.
- The sliding door is heavy, but the connector plate is somewhat fragile. Be firm but gentle when closing the door.

**G. Removal of an Individual Passenger can occur for reasons including but not limited to the following:**

- Failure to pay designated fare.
- Failure to use seatbelts.
- Rude, abusive, disruptive or intimidating behavior.
- Consumption of drugs or alcoholic beverages in the van.
- Failure to abide by SMART's no smoking policy.
- Failure to abide by Local, State or Federal Mask Mandates.

## **Section IV – Vehicle Operations and Maintenance**

### **A. Personal Use of the Van:**

SMART insurance provisions and policies prohibit vanpool vehicles from personal use unless the activity is cleared with the SMART operations manager or vanpool coordinator.

**B. Pre-Trip Inspection:**

- Walk around the van to determine if there are any obstacles or if there has been any vandalism.
- Check underneath the vehicle to determine if there are any leaks or obvious mechanical defects.
- Check the condition of the tires and whether or not they appear to be properly inflated.
- Fuel, oil and fluids (washer, transmission and brake) should be checked at least weekly.
- Clean windshields, windows and lights if necessary.
- Check dashboard display for any warning indicators.
- Test turn signals, lights and horn to ensure that they are all working properly.

**C. Fueling:**

Drivers are allowed to fuel vans at both the San Miguel County Deep Creek Shop and the Mountain Village Shop. Drivers have been assigned pin numbers for the Deep Creek Shop and the pin numbers will be made available to the drivers as soon as paperwork has been completed

**D. Parking:**

Vans are to be parked at an authorized driver's home or other pre-approved place. Vans should not be left in areas that may interfere with traffic circulation, snow plowing or other road maintenance operations. Vans should not be left in areas that may be subject to theft or vandalism. Parking tickets or towing charges are not the responsibility of SMART and will be the responsibility of any driver that parks the vehicle illegally or in such a manner as to warrant a ticket or a tow.

**E. Reporting Mechanical Issues.**

Mechanical issues should be reported to the SMART operation's manager or vanpool coordinator in a timely fashion. Mechanical issues include routine maintenance indicators and major mechanical problems. Any observation by drivers of indicator lights should be reported to SMART immediately. No repairs should be undertaken on any SMART vanpool vehicle without the express authorization of the SMART Operations Manager or vanpool coordinator.

**F. Accidents:**

SMART's policies regarding accidents and reporting are defined in the "San Miguel Authority for Regional Transportation (SMART) Transit Policies and Procedures, Section II – Emergency and Legal Procedures – Drivers". Should an accident occur, follow the emergency procedures described below:

- Call 911 when police or medical assistance is needed. If you are out of cell phone range flag down a passing motorist and ask them to call emergency personnel when they get into cell phone range and direct them to your location.
- If out of cell phone range make sure to give your name, location, route, and van number to the passing motorist whose assistance you have enlisted.
- Do not change locations unless staying at that location will place you or your passengers in greater danger.
- Notify SMART staff as soon as it is safe to do so. SMART staff will ensure that the required information is given to CIRSA insurance.

- Appropriate SMART personnel will respond in addition to the authorities requested.
- With the assistance of SMART personnel, follow the procedure for accidents found in Section II “Emergency and Legal Procedures – Drivers” in the SMART “Transit Operations Policy Manual”.

**G. Breakdowns:**

- If the vehicle has mechanical trouble try to get the van to a safe place out of traffic. Use the 4-hazard lights.
- If the vehicle must be stopped on a road or the shoulder of a road for more than 10 minutes, place reflective triangles at the following locations:
  - a. On the traffic side of the vehicle, within ten feet of the driver’s side rear corner, to mark the location of the vehicle.
  - b. About 100 feet behind and ahead of the vehicle, on the shoulder or in the lane where the vehicle is stopped.
  - c. Beyond any hill, curve or other obstruction that prevents other drivers from seeing the vehicle within 500 feet.
- When placing the triangles, the driver should hold them between him/herself and the oncoming traffic.
- In the event of a roadside breakdown notify SMART personnel immediately.

**Section V – Administrative Requirements**

**A. Vanpool Recordkeeping Requirements:**

- The primary driver or a designated participant in the vanpool group is responsible for recordkeeping.
- Daily ridership information and monthly odometer readings shall be recorded by the responsible participant.
- Passengers and vanpools shall not be penalized for missed days due to illness, jury duty, vacation or emergencies.
- The vanpool coordinator is responsible for submitting the ridership and odometer information by the 5th working day of the next month to the SMART operations manager vanpool coordinator.

**B. Adding New Riders**

- When a new rider is interested in joining a currently operating vanpool the commuter should contact the Vanpool Coordinator to discuss the current and up to date details of the route. After the commuter has talked to the coordinator and has determined that they would like to start riding the vanpool:
  - If the van has enough space for the new rider, the commuter shall send his or her name, address, phone number, email address, primary driver name, and email or number to the Vanpool Coordinator. If there is not enough space on the van for a new passenger, the commuter shall be put on a waiting list. Preference will be given to potential passengers that are willing to drive.
  - The rider may start using the vanpool following the submission and approval of the vanpool paperwork.
  - If ADA accommodations are needed for the new rider, the new rider should still send the information detailing his or her needs to the SMART Operations Manager or Vanpool Coordinator.

**C. Deleting Riders:**

- When a commuter permanently stops using the vanpool the driver will contact the Vanpool Coordinator. If there are commuters on the waiting list the Vanpool Coordinator will contact the first person on the waiting list and inform them of the vacant seat.

## **Section VI – Missed Days Policy**

### **A. Scheduled Missed Days:**

- As a participant of a vanpool, it may not be possible to be on the van every day because of doctor visits, personal errands, or scheduled overtime. In those instances, the commuter should alert the coordinator for that van and make alternative arrangements for travel as needed.

### **B. Emergencies:**

- If a vanpool participant has an emergency and will not be riding back on the van, that rider should contact the coordinator so that the van is not waiting on them.

## **Section VIII – Other Administrative Information**

### **A. Insurance:**

SMART secures insurance coverage for vanpools through the Colorado Intergovernmental Risk Sharing Association (CIRSA). Our insurance through CIRSA is contingent on only allowing drivers authorized by SMART to operate vanpool vehicles.

### **B. Coverage Summary – Liability:**

The agency will pay all sums resulting from the use of a covered vehicle of the agency when the authorized user of the van is held legally liable for bodily injury or property damages caused in the accident. The limit per occurrence is \$5,000,000.

Passengers: Passengers are covered for bodily injuries that they may receive while occupying a covered van involved in an accident, which the agency's insurance would customarily respond under the terms and conditions of its ensuing agreement.

CIRSA, SMART's insurance agency provides uninsured/underinsured motorist coverage of \$50,000 each accident for bodily injury. Any incident involving the van or a person around the van (where SMART may have a liability issue) must be reported immediately to SMART. Always be sure to record and report the person's name, phone number, and address. This requirement includes such occurrences as a passenger injured upon entering or exiting the van, acts of vandalism, hitting an animal, or any other minor incidents taking place within a 20-foot radius of the van that pertain to the van or riders.