



**SAN MIGUEL AUTHORITY  
FOR REGIONAL  
TRANSPORTATION**

### **Requirements for SMART volunteer drivers**

1. Motor Vehicle Record check that falls into “Clear”, “Acceptable”, or “Marginal” categories as identified in the SMART Motor Vehicle Records Review Policy (Attachment 1).
2. Completion and passing assessment of two (2) CIRSA online Training Modules – “Defensive Driving for Passenger Vans” and “Winter Driving Safety” (Instructions are included as Attachment 2).
3. Signed SMART Volunteer Driver Release of Liability and Indemnification Agreement (Attachment 3).
4. Signed SMART Volunteer Driver Agreement (Attachment 4)



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**Attachment 1**

**San Miguel Authority for Regional Transportation (SMART)**

**Motor Vehicle Records Review Policy**

**Effective Date:** January 18, 2018

**I. Purpose:**

The purpose of this policy is to establish procedures and standards for the review of volunteer drivers or employees who drive motor vehicles on SMART business or on behalf of SMART.

**II. Responsibilities:**

The SMART Executive Director shall administer this policy.

**III. Prospective Employees and Volunteer Drivers:**

Each prospective employee or volunteer driver must have a valid Colorado driver's license of the appropriate type, if one is required for the position. Each such prospective employee or volunteer driver must agree to SMART checking the individual's Motor Vehicle Record (MVR).

The SMART Executive Director shall evaluate the prospective employee's or volunteer driver's MVR prior to hiring or enlisting as a volunteer driver. No employee shall be hired into a position requiring a driver's license unless the person's MVR meets the criteria listed in Section V below.

**IV. Current Employees and Volunteer Drivers:**

Each current employee and volunteer driver must have a valid Colorado driver's license of the appropriate type if one is required for the position. SMART will obtain at least annually at SMART's expense a copy of the MVR for each such employee or volunteer driver.

MVRs for current employees and volunteer drivers may also be requested and reviewed in the following situations:

- After an on-the-job or while driving a SMART vehicle collision determined to be preventable by the SMART Executive Director.
- If a complaint is received regarding the employee's or volunteer driver's driving while on entity business or operating SMART vehicles.
- If an employee transfers to a position requiring a valid Colorado driver's license (or into a

position requiring a different type of driver's license than required for the current position).

## **V. Evaluating MVRs and Driving Records:**

The following criteria will be used when evaluating MVR's and driving records.

**Clear MVR** – No minor convictions or preventable collisions in the last 3 years and no major violations/convictions in the last 5 years.

### **Acceptable MVR** –

- No major violations/convictions in the last 5 years; OR
- 2 minor convictions in the last 3 years; OR
- 1 preventable collision and 1 minor conviction in the last 3 years.

### **Marginal MVR** –

- 3 minor violations/convictions in the last 3 years; OR
- 2 preventable collisions in the last 3 years; OR
- Any combination of minor convictions and preventable collisions totaling 3 in the last 3 years.

### **Unacceptable MVR** –

- 1 or more major violations/convictions in the last 3 years; OR
- 4 or more minor convictions in the last 3 years; OR
- 3 or more preventable collisions in the last 3 years; OR
- Any combination of minor convictions and preventable collisions totaling 4 or more in the last 3 years.

Major and minor convictions are listed below.

#### **Major Violations/Convictions include, but are not limited to the following:**

Driving under the influence of alcohol or drugs (DUI) or while ability is impaired (DWAI)  
Reckless driving  
Racing/speed contests  
Speeding 20 mph or more over the posted speed limit  
Leaving the scene of an accident  
Failure to report an accident  
Making a false accident report  
Vehicular homicide or manslaughter  
Attempting to elude a police officer  
Driving while license is suspended, revoked or restricted  
Driving an entity vehicle that has been locked/tagged out

#### **Minor Convictions include, but are not limited to the following:**

Speeding less than 20 mph over the posted speed limit  
Running a stop sign or red light  
Improper turn  
Passing across a double yellow line  
Failure to yield  
Following too close

Failure to wear a seatbelt  
Careless driving  
Failure to possess a valid Colorado driver's license  
Failure to provide proof of insurance if operating their personal vehicle  
Motor vehicle equipment violations  
Operating a defective or unsafe vehicle  
Failure to stop for a school bus with its red flashers activated

#### **VI. Corrective Action for Marginal and Unacceptable Driving Records:**

- When an employee's or volunteer driver's MVR falls into the unacceptable category, corrective action up to and including termination of employment or removal of volunteer driving duties will be taken.
- When an employee's or volunteer driver's MVR falls into the marginal category, corrective action, including but not limited to the following, will be taken:
  - Attending a defensive driver training program.
  - Participating in a documented ride-along evaluation.
  - Other actions as deemed appropriate.

#### **VIII. Driver's License Suspensions, Revocations or Restrictions:**

It is the employee's or volunteer driver's responsibility to notify the supervisor immediately if the employee's driver's license is suspended, revoked or restricted for any reason. Failure to do so may be grounds for corrective action, up to and including termination of employment or loss of volunteer driver status.



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## **Attachment 2**

### **Instructions for Enrolling in CIRSA on-line training courses for SMART Volunteer Drivers**

1. Go to the CIRSA online training portal login page at: <https://www.cirsa.org/>
2. Select the on-line training.
3. You will now be prompted to select a municipality. From the first drop-down menu select “City of San Miguel” (not the right name, but that is what shows up).
4. You will then be prompted to select a department. From the second drop-down menu select “All Departments”.
5. Fill in all required fields on the User Registration form on the next page then click the “Submit Information” button at the bottom of the page.
6. You will now receive a confirmation that shows a successful registration for the training portal.

### **Instructions for Completing the required online course “Defensive Driving Basics”.**

1. Click the “Safe at Driving Strategies” picture on the lower left side of the page under Workplace Colleges.
2. The list is now further expanded. Click on the course titled “Defensive Driving Basics”. A course summary window will appear.
3. Click the “Start Course” tab. Begin the course and continue through the program as directed.
4. Complete the online course, the exam at the end and the survey. Once the course has been completed and the post course assessment has been passed, go to the “View My Dashboard” tab.
5. Under the Course column for this course listing, select “Download pdf”, download the pdf.
6. Email the pdf it to [kari.distefano@smarttelluride.com](mailto:kari.distefano@smarttelluride.com)
7. If the Course column does not appear on your dashboard, you have not successfully completed the course or passed the post-course assessment.
8. Congratulations – you have completed this required training course.

**Instructions for Completing the required online course “Advanced Defensive Driving Techniques”.**

1. Click the “Safe at Driving Strategies” picture on the lower left side of the page under Workplace Colleges.
2. The list is now further expanded. Next, click on the course titled “Advanced Defensive Driving Techniques”. A course summary window will appear.
3. Click the “Start Course” tab. Begin the course and continue through the program as directed.
4. Complete the online course, the exam at the end and the survey. Once the course has been completed and the post course assessment has been passed, go to the “View My Dashboard” tab.
5. Under the Course column for this course listing, select “Download pdf”, download the pdf to your computer.
6. Email pdf it to [kari.distefano@smarttelluride.com](mailto:kari.distefano@smarttelluride.com)
7. If the Course column does not appear on your dashboard, you have not successfully completed the course or passed the post-course assessment.
8. Congratulations – you have completed this required training courses.



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**Attachment 3**

**VOLUNTEER ACTIVITIES RELEASE/INDEMNIFICATION – SAN MIGUEL  
AUTHORITY FOR REGIONAL TRANSPORTATION (SMART)**

**I. RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT:  
PARTICIPANT MUST READ CAREFULLY BEFORE SIGNING**

In consideration for being permitted to performing the below-described volunteer activities for the San Miguel Authority for Regional Transportation (SMART) I acknowledge, represent, and agree as follows:

- A. I understand that said activities are or may be dangerous and do or may involve risks of injury, loss, or damage. I further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage. I acknowledge that such risks may arise from a variety of foreseeable and unforeseeable circumstances connected with the use of the activities, including but not limited to the following risks: Activities to be performed: operation of SMART owned vehicles on a volunteer basis, in support of services that are funded and organized by SMART.

\_\_\_\_\_ (Participant initials here)

\_\_\_\_\_ (If Participant is under 18 years old, Parent initial here)

- B. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I hereby expressly assume all such risks of injury, loss, or damage to me or to any third party arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of SMART, its officers, its employees, or by any other cause.

\_\_\_\_\_ (Participant initials here)

\_\_\_\_\_ (If Participant is under 18 years old, Parent initial here)

- C. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I further hereby waive, and exempt, release, and discharge SMART, its officers, and its employees from

any and all claims, demands, and actions for such injury, loss, or damage, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City/Town, its officers, its employees, or by any other cause, excepting only the willful and wanton conduct of SMART's officers or employees.

\_\_\_\_\_ (Participant initials here)

\_\_\_\_\_ (If Participant is under 18 years old, Parent initial here)

- D. I further agree to defend, indemnify and hold harmless SMART, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, including any third party claim assigned against SMART, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above- described activities, whether or not caused by my act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of SMART, its officers, its employees, or by any other cause, excepting only the willful and wanton conduct of SMART's officers or employees.

\_\_\_\_\_ (Participant initials here)

\_\_\_\_\_ (If Participant is under 18 years old, Parent initial here)

- E. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I hereby acknowledge and agree that said AGREEMENT extends to all acts, omissions, negligence, or other fault of SMART, its officers, and/or its employees, and that said AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

\_\_\_\_\_ (Participant initials here)

\_\_\_\_\_ (If Participant is under 18 years old, Parent initial here)

- F. I understand and acknowledge that SMART, its officers, and its employees are relying on, and do not waive or intend to waive by any provision of this RELEASE AND INDEMNIFICATION AGREEMENT, the monetary limitations (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as amended, or otherwise available to the City/Town, its officers, or its employees.

\_\_\_\_\_ (Participant initials here)



\_\_\_\_\_ (If Participant is under 18 years old, Parent initial here)

G. I understand and agree that this RELEASE AND INDEMNIFICATION AGREEMENT shall be governed by the laws of the State of Colorado, and that jurisdiction and venue for any suit or cause of action under this Agreement shall lie in the courts of San Miguel County, Colorado.

\_\_\_\_\_ (Participant initials here)

\_\_\_\_\_ (If Participant is under 18 years old, Parent initial here)

H. This RELEASE AND INDEMNIFICATION AGREEMENT shall be effective as of the date set forth below and shall be binding upon me, my successors, representatives, heirs, executors, assigns, and transferees.

\_\_\_\_\_ (Participant initials here)

\_\_\_\_\_ (If Participant is under 18 years old, Parent initial here)

II. VOLUNTEER ACTIVITIES RELEASE/INDEMNIFICATION – SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION (SMART)

PARTICIPANT SIGNATURE AND DATE:

Participant - Print Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

III. IF PARTICIPANT IS UNDER 18 YEARS OLD, PARENT SIGNATURE AND DATE:

By initialing above and signing below, I acknowledge that I am the parent of the above-named Participant as the term "parent" is defined in C.R.S. Section 13-22-107(2)(b), and I hereby waive and release any prospective claim of the Participant against the City/Town, its officers, and its employees for negligence, to the extent provided in C.R.S. Section 13-22-107(3), in connection with the above- described activities.

Parent - Print Name: \_\_\_\_\_

Parent's Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_



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**Attachment 4**

**San Miguel Authority for Regional Transportation (SMART) Volunteer Driver Agreement**

1. This agreement is between the approved volunteer driver and the San Miguel Authority for Regional Transportation (hereinafter "SMART"). This agreement shall become effective on the date it is signed below by the approved Driver.
2. In consideration for participation as a volunteer driver for SMART funded and organized services, the undersigned Driver represents and agrees to:
3. officially register with the SMART as a volunteer driver;
4. participate as an unpaid volunteer driver and will only use the vehicle to pick up, transport and deliver other passengers to and from designated pickup locations;
5. maintain a valid Colorado driver's license and notify SMART immediately of any changes or restrictions to operating privileges;
6. authorize SMART to obtain driver record history and criminal background checks, as needed;
7. notify SMART staff within 24 hours of any citation for a violation while operating any vehicle;
8. complete volunteer driver orientation and participant training as required by SMART;
9. operate the van at all times in a manner complimentary to the public nature of the program;
10. keep the van locked when not in use;
11. make sure the fleet fuel card is kept in the van and that personal codes are not kept in the

van;

12. be held responsible for conducting pre-trip inspections to assure safe van operations;
13. return the van in the same condition as when delivered (less ordinary wear and tear);
14. park the van in the previously approved, secure location;
15. maintain a clean van, purchase gasoline for the vehicle, comply with recommended or required maintenance service;
16. not drive outside of approved route to pick up and drop off passengers;
17. operate the vehicle in accordance with all applicable laws, ordinances, rules and regulations;
18. be solely responsible for any violation, fee or any other cost related to a violation resulting from the use or operation of the vehicle while operating it;
19. notify SMART staff immediately of any incident involving property damage, bodily injury, or
20. van damage or loss, and provide written incident report as soon as possible;
21. not use the van to propel or tow any trailer or other vehicle;
22. not allow loading the van beyond the stated passenger and/or weight capacity and not transport any property deemed hazardous;
23. not drive the van off-road or in any potentially unsafe environments or use the van for any reason outside of the service as defined by the SMART Executive Director;
24. not use any mobile phone device (including a hands-free cell phone) or personal audio or video equipment while operating vehicle;
25. not bring any personal items of any size and quantity that impact safety, access in and out of the van, or other passenger comfort;

26. forward fare payments to SMART for the full amount no later than the 15th of each month;
27. act in a courteous manner towards fellow riders and the public, avoiding behavior or communications toward fellow riders or the public that threaten the cohesiveness of the transit service or damages the reputation of SMART (i.e., verbal, physical or sexual harassment, racial slurs or abuse of any form);
28. abide by all laws, regulations, manuals, policies and requirements established by SMART, which are incorporated herein by reference;
29. operate the van only when all passengers are seated and wearing seat belts; driver's responsibility is waived for riders' non-use of a seatbelt;
30. keep appropriate records as required by SMART;
31. immediately resign from driving if any personal health issues render you unsafe to drive;
32. acknowledge that volunteer driver privileges are revocable by SMART at any time for any reason as deemed appropriate by the SMART Executive Director, such as for unsafe driving practices, failing to adhere to Colorado Vehicle Code or SMART policies and procedures, and inappropriate behavior;
33. be personally and individually responsible and liable for all repairs and maintenance costs resulting from his/her failure to adhere to the inspection and maintenance schedules or to promptly report any concern to SMART about the van's safety or function;
34. immediately report to SMART staff any safety or maintenance issues;
35. plan the most direct route to and from work sites;
36. adhere to the published pick-up time and schedule as defined by SMART;
37. defend, indemnify and hold SMART harmless for all damages to person or property that may occur in a collision or accident while driving or from health-related issues not reported to SMART;
38. not smoke in or within 25 feet of the van;

39. not operate the van under the influence of alcohol, marijuana, or any classified drug or substance;
40. not allow the consumption of alcohol or marijuana or any classified drug or substance (in any form) in the van;
41. indemnify, defend and hold harmless SMART, SMART, its authorized agents and employees, for any claims of any nature due to acts or omissions in violation of this Agreement or beyond the scope of the limited license to use the van granted by SMART and from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or resulting from any delays, tardiness, failure to make an appropriate or scheduled pick up, absence of the van or termination of the program;
42. Volunteer driver further acknowledges and agrees to comply with all SMART policies and all laws concerning the prevention of discrimination and harassment. Ridership and participation in the transit program shall not be denied or restricted based on any trait protected by law, such as race, religion, gender, national origin, or disability status. Volunteer driver is responsible for ensuring that his/her van complies with these policies and is responsible for reporting to SMART any complaints or concerns that are received concerning this subject matter.

**INDEMNITY/RELEASE:** I acknowledge and agree that at no time shall I or any fellow rider be an agent or representative of SMART during my participation as a volunteer driver. This means that I agree that I am responsible and accountable for my own actions associated with participation as a volunteer driver. As such, I agree to defend and indemnify SMART, its officers and agents, for any claims made which allege any act or omission by me, of any nature. Similarly, I agree to release and hold SMART, its officers and agents, harmless for any acts or omissions of any nature by fellow participants, including my removal as a volunteer driver, because I agree that they are not agents or representatives of SMART and SMART is not responsible for them. I understand and agree that volunteer driver privileges are revocable by SMART at any time for unsafe practices and failing to adhere to SMART policies and procedures. With the intent to be legally bound by the terms of this Agreement, I have signed my name below.

**SMART** agrees to:

1. provide comprehensive coverage for all vans that is at least the minimum required by law. This is a total insurance limit available to all parties including SMART and the Driver. SMART will allocate this available limit as appropriate. Driver will pay first \$1000 of damage to van as result of an at-fault collision due to gross negligence;
2. coordinate maintenance, inspections, and servicing of the van with the Driver or other designee as agreed to by SMART;

3. provide Driver orientation consisting of safe driving practices and responsibilities.

Driver Name (please print) \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email [required] \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_