Island Transit Vanpool Participant Service Agreement

This Agreement establishes the rights and responsibilities of parties as participants in the Public Vanpool Program established by Island Transit, hereafter referred to as the Agency.

The Public Vanpool Program, as referred to below, means the Vanpool Program administered by the Agency. Vanpool Group Manager, hereafter referred to as Manager, means the person or institution who governs the activities of an individual vanpool group. Driver, as referred to herein means all persons who are approved by the Agency to operate the vanpool vehicle as an independent contractor. Bookkeeper, as referred to herein means the person who has responsibility for collecting and submitting monies pertinent to the operation of the vanpool. Rider, as referred to herein, means all persons who ride in the vanpool vehicle, including the Manager, Drivers, and Bookkeeper. If applicable, the Manager, Driver and Bookkeeper may be one responsible individual.

THE MANAGER, (MAY ALSO BE APPROVED AS A DRIVER AND/OR BOOKKEEPER) AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Establish, in cooperation with the Agency, the vanpool route and schedule for commute trips.
2. Be the primary contact between the Agency and the group and supply us with appropriate contact information. You further agree to be responsive to the Agency when contact is made or information is requested.
3. Attempt to maintain maximum ridership and keep the Agency informed of ridership changes.
4. Coordinate maintenance and servicing of the van as prescribed by the Agency.
5. Obtain prior approval from the Agency for any expenditures relating to the safe operation of the van, in excess of $50.00. Accessories or additional equipment, will not be added or removed to/from the van without prior approval of the Agency. Any loss of assigned equipment will be reported by the Manager immediately. The vanpool group will reimburse the Agency for the loss of such equipment.
6. Enlist sufficient Drivers (minimum of two per van) to ensure continued operation of the vanpool and ensure that Drivers complete the mandatory Driver Training and Orientation prior to driving the van.
7. Coordinate the development of rules for the day-to-day operation of the vanpool (waiting times, music, etc.).
8. Be responsible for the condition (including cleaning) of the van (proper oil level, tire air pressure and be accountable for vandalism when the van is not parked in accordance with Agency guidelines).
9. Share in the responsibility for the van and Agency issued equipment such as reflector kit, spare tire, etc.
10. Release the Driver and the Agency from any liability, claims and demands for:
    * loss, theft, or damage to their personal property and loss of income or consequential damages resulting from delays, tardiness, absence of the van on particular days.
    * termination of the program.
11. Report all vehicle malfunctions to Island Transit immediately.
12. Be a backup for the Bookkeeper.
13. Abide by the Vanpool User’s Guide and other rules established by the Agency. Abide by arbitration provided by the Agency in disputes arising out of the day-to-day operational vanpool rules.

13. **Wear/use safety belts properly at all times while occupying the van.**
THE BOOKKEEPER, (MAY ALSO BE A DRIVER OR MANAGER) AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Advise riders of fares and assure payments are made. Keep and submit records as required by the Agency.
2. Pay for miscellaneous operating expenses of the van in accordance with procedures established by the Agency.
3. Arrange expenditures with the Manager.
4. Complete Agency-provided orientation as appropriate.
5. Agree to be the primary contact between the Agency and the group and supply the Agency with appropriate contact information. You further agree to be responsive to the Agency when contact is made or information is requested.
6. Assist in maintaining the vanpool ridership at its maximum level.
7. Share in the responsibility for the cleanliness of the interior and exterior of the vanpool vehicle.
8. Share in the responsibility for the van and Agency issued equipment such as reflector kit, spare tire, etc.
9. Abide by the Vanpool User’s Guide and other rules established by the Agency. Abide by arbitration provided by the Agency in disputes arising out of the day-to-day operational vanpool rules.
10. Release the Driver and the Agency from any liability, claims and demands for:
    * loss, theft, or damage to their personal property and loss of income or consequential damages resulting from delays, tardiness, absence of the van on particular days or
    * termination of the program.

10. **Wear/use safety belts properly at all times while occupying the van.**

THE RIDER AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Pay the fare as established by the Agency; Payment to the Agency must be made no later than the 10th of the month or be subject to a late fee and possible suspension of ridership until paid.
2. Abide by all day-to-day operational rules (waiting time, music, etc.) as established by a majority of the vanpool members.
3. Notify the Manager in advance of any anticipated non-use of the van. If a rider’s absence will extend beyond the end of the month, they must pay their estimated fare for the month in advance of departure.
4. Provide the Manager with fifteen (15) days advance written notice of planned termination. If notice is not given, must pay their portion of the fare that would have paid during that fifteen (15) day period.
5. Will not drive without Agency approval.
6. **Wear/use safety belts properly at all times while occupying the van.**
7. Assist in maintaining the vanpool ridership at its maximum level, cleanliness of vanpool vehicle, inside and outside.
8. Be responsible for the van and Agency issued equipment such as chains, reflector kit, spare tire, etc.
9. Abide by the Vanpool User’s Guide and other rules established by the Agency. Abide by arbitration provided by the Agency in disputes arising out of the day-to-day operational vanpool rules.
10. Release the Driver and the Agency from any liability, claims and demands for:
    * loss, theft, or damage to their personal property and loss of income or consequential damages resulting from delays, tardiness, absence of the van on particular days or
    * termination of the program.
THE DRIVER AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Maintain a valid (state required) drivers license.
2. Notify the Agency when no longer in accordance with the Driver Eligibility Criteria.
3. Coordinate with the Agency approved Drivers, the daily operation of the van, to and from places of employment, education, or other institutions, picking up and discharging riders in accordance with the mutually established route and schedule. (RCW 46.74.010)
4. Keep appropriate records as required by the Agency.
5. Will not drive the van unless or until approved to drive and have attended the vanpool driver training & orientation.
6. Observe safe driving habits and all traffic regulations.
7. Any citation received is the responsibility of the person driving the van at the time of the issuance of the citation. All approved Drivers agree to report any citation resulting from a moving traffic violation to the Agency within 48 hours, regardless of received while driving Agency or personal vehicle. The Agency conducts Motor Vehicle Record checks to confirm a Driver continues to meet all Driver Eligibility Criteria.
8. Be responsible for reporting any vanpool vehicle or incident involving bodily injury, property damage, or a third party immediately to the Agency. Reporting is to include any injury to a passenger of the van even if there is no third party involved (passengers falling while entering the van). The Driver is responsible for completing a Washington State Motor Vehicle Accident Report and submitting it directly to the Agency for all accidents or incidents, regardless of severity if police are not on the scene.
9. Report vehicle malfunctions to the Agency immediately.
10. Assist in maintaining the vanpool maximum ridership level.
11. Assist in maintaining the cleanliness (both interior and exterior) of the vanpool vehicle.
12. Assure Agency issued equipment such as reflector kit, spare tire, etc., remains in the van.
14. Abide by arbitration provided by the Agency in disputes arising out of the day-to-day operational vanpool rules.
15. Operate the van in a safe manner that is complimentary to the public nature of this program.
16. The van shall be driven with lights on at all times.
17. Will not drive the van while under the influence of alcohol and/or drugs, nor can there be alcohol and/or drugs in the van at any time.
18. The van is not to be used for hire, to pull trailers, boats, etc. or any purpose other than its intended use.
19. The van is to be driven only on hard-surfaced streets, highways, and other normal access roads and driveways.
20. Release the Agency from any liability, claims and demands for:
   * Loss, theft, or damage to their personal property or loss of income or consequential damages resulting from delays, tardiness, absence of the van on particular days or
   * termination of the program.
21. Wear/use safety belts properly at all times while occupying the van.
THE AGENCY AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Provide a passenger van for use by the group.
2. Execute Agreements with Managers, Drivers, Bookkeepers and Riders as needed.
3. Provide bodily injury and property damage liability coverage at statutory limits for all authorized users of the van. (Driver not covered if at fault.)
4. Assist in maintaining the vanpool’s ridership and establishment of the vanpool’s daily route and schedule.
5. Provide all necessary report forms, including instructions for their completion and a submission schedule.
6. Establish a fare schedule for participation in the vanpool.
7. Establish a schedule for routine service and maintenance of the van at Agency-approved maintenance facilities.
8. Provide loaner vehicles by reservation when the vanpool’s vehicle is out of service.
9. Assist in providing alternate transportation when neither the regular nor the loaner vans are available.
10. Provide sample rules and regulations for the daily operation of the vanpool.

THE AGENCY, MANAGER, DRIVER AND RIDERS MUTUALLY AGREE, DURING THE TERM OF THIS AGREEMENT, THAT THE FOLLOWING REGULATIONS APPLY TO OPERATION OF THE VAN:

1. The van shall at all times be operated in a manner complimentary to the public nature of this program. The van shall be kept clean and driven in a safe manner at all times. The van shall run with its lights on at all times that the van is moving.
2. The van shall not be operated while under the influence of alcohol and/or drugs, nor can there be alcohol and/or drugs, including marijuana (medical or recreational) in the van at any time. All members shall act in a courteous manner and the unique character of this van's use shall be explained if such is questioned.
3. Operation of the van is restricted to Agency-approved Drivers. Prior to the operation of the van, the driver must be authorized by Island Transit. To receive authorization, the Driver must attend the mandatory vanpool Defensive Driver Training and Driver Orientation prior to driving the van. In an emergency, a rider may request temporary authorization to drive from an Island Transit Program Coordinator. No one may drive the van without authorization.
4. The van is to be parked off-street at the residence of a vanpool driver, or other approved location, during non-commute hours.

Substance Abuse Policy

Island Transit does not allow the driving of a vanpool vehicle under the influence of any illegal drugs. An illegal drug is any drug or substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) and is further defined by 21 CFR 1308.11 through 1308.15 in the Electronic Code of Federal Regulations. This includes, but is not limited to marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes the use of any illegal drug, the misuse of legally prescribed drugs, or the use of illegally obtained prescription drugs at any time. Marijuana is considered a banned substance per the federal government.

This policy does not prohibit the appropriate use of legally prescribed drugs and non-prescription medications. However, it is the responsibility of the volunteer vanpool driver to inform his/her physician when being prescribed medication(s) that they are driving a vanpool vehicle and ask about driver impairment and possible side effects. The volunteer driver should only use medically authorized drugs or over the counter medications in a manner which will not impair their driving or elect not to drive when using prescribed drugs or over the counter impairing drugs. It is also the responsibility of the volunteer driver to remove themselves from service if they are not able to drive because of any adverse effects due to medications.

You may not drive the vanpool vehicle after consuming beverages or substances containing alcohol, including any medication, food, candy, or any other substance that contains alcohol.
Island Transit Rules of Conduct, Service Exclusions, and Regulation of Communication Activities Policy excerpt:

“B. ENFORCEMENT, Exclusion from Service...

Immediate Exclusion or Removal. A Transit Agency employee may immediately reseat, refuse transportation, or remove from Transit Agency vehicles, facilities, or properties without prior written notice a person who has engaged in prohibited conduct under Article III, Section A, which, in the Transit Agency employee’s discretion, poses a safety or security risk, interferes with or impinges on the rights of others, impedes the free flow of the general public, or impedes the orderly and efficient use of Transit Agency vehicles, facilities, or properties. If an individual who is immediately excluded or removed is also excluded from future access to Transit agency vehicles, facilities, or properties, Transit Agency should, to the extent possible, give notice to that individual of the future exclusion pursuant to Section (B) (c).

Appeals Procedure. The person being excluded has the opportunity to request a hearing for reconsideration in writing to the Transit Agency 15 calendar days after an exclusion notice becomes effective. A copy of the Island Transit Vanpool Agreement is a violation of Article III of the Island Transit “Rules of Conduct for Transit Vehicles, Facilities and Properties”, and Resolution No. 9-20, and will be dealt with in accordance with Island Transit policy, as set forth by the Board of Directors. Transit Agency may give a person to be excluded from Transit Agency vehicles, facilities, or properties written notice, to the extent possible, by personal delivery or by U.S. Postal Service Priority Mail, delivery confirmation requested, addressed to the person’s last known address. The notice shall specify the reason or reasons for exclusion, identify the scope, duration, and effective date of the exclusion, and explain the appeal process. The exclusion notice is effective upon actual or constructive receipt. Affected party shall cooperate fully in return of all vanpool records, materials, the van itself, and all keys thereto as appropriate within 48 hours of exclusion.

Contact information:

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