



SANDAG Vanpool Program Guidelines as of July 2019

The San Diego Association of Governments (SANDAG) administers the SANDAG Vanpool Program to provide alternative transportation choices to commuters, improve air quality, and reduce congestion on regional roadways. This Vanpool Program offers a monthly financial incentive (Subsidy) to qualifying vanpools to offset the monthly lease cost for each program participant.

Please retain a copy of these guidelines for your records and future reference.

Eligibility

The Vanpool Program offers up to a \$400 monthly subsidy, not to exceed 50 percent of the vehicle lease cost, for 7 to 15 passenger vanpool vehicles that meet eligibility requirements described in the "Enrollment Evaluation" section below. Applications which meet the Vanpool Program criteria must be submitted to and approved by the qualified vanpool vehicle supplier (referred to as Supplier).

Private transit, private shuttles, private vanpools, and owner-operated vanpools are not eligible to enroll in the Vanpool Program. "Private" refers to services that are exclusive to a particular institution or group and not open to the general public.

Application and Enrollment

To apply, drivers must complete an application with the Supplier. Per California state law, the vanpool driver must submit a Department of Motor Vehicles medical certificate for all primary and alternate drivers of vehicles that carry more than ten passengers, as well as the application to the Supplier of their choice.

Enrollment Evaluation

Supplier will review each application for eligibility and completeness, and SANDAG will authorize Vanpool Program enrollment based on the following eligibility criteria:

Group 1: Vanpools with both an origin and destination within San Diego County and 80 percent start-up occupancy.

Group 2: Vanpools with origins outside, and destinations within, San Diego County, traveling a minimum of 20 one-way miles within San Diego County, with 80 percent start-up occupancy that:

- Have the greatest number of passenger miles on the region's most congested highway segments (e.g., Interstate 5 [I-5], Interstate 8 [I-8], Interstate 15 [I-15], and Interstate 805 [I-805]).
- Are co-funded by another public agency representing the originating region.

Group 3: Vanpools with origins within, and destinations outside of San Diego County, traveling a minimum of 20 one-way miles within San Diego County, with 80 percent start-up occupancy that:

- Have the greatest number of passenger miles on the region's most congested highway segments (e.g., I-5, I-8, I-15, and I-805).
- Are co-funded by another public agency representing the destination region.

SANDAG Vanpool Program Enrollment Notice

Applicants will be notified by the Supplier to which the application was submitted regarding enrollment approval. Approved applicants will receive a welcome packet with detailed Vanpool Program information. All Participants will be required to sign the SANDAG Vanpool Program Participant Agreement before receiving the financial incentive from SANDAG. Applicants are ineligible for the Subsidy until the Agreement and Participant Guidelines have been signed and received by SANDAG. The Agreement and Participant Guidelines may be updated from time to time. The current version of the Agreement and Participant Guidelines is available at: iCommutesd.com/vanpool/vanpool-participants

Maintaining SANDAG Vanpool Program Enrollment

There are certain requirements for maintaining enrollment in the Vanpool Program. Participants must:

- a. Respond to SANDAG and Supplier requests for information within the requested timeframe, such as:
 - o Signed Participant Agreement
 - o Monthly Operating Reports
 - o Passenger and boarding lists
 - o Vanpool operating updates
 - o Available seats listing
 - o Odometer readings and reports
 - o Current driver and alternate driver contact information.
 - o Occasional surveys as requested.
 - o Any other information as requested by SANDAG.
- b. Maintain a minimum of 80 percent vehicle occupancy. Vehicles that fail to maintain at least 80 percent vehicle occupancy for three consecutive months may either be required to change to a more appropriately sized vehicle, or may be terminated from the Vanpool Program. For assistance in filling seats in your van, please contact the Vanpool Program Coordinator at: vanpool@sandag.org or (619) 699-0706. Available vanpool seats must be advertised and open to the public.
- c. Follow and agree to all the terms as described in the SANDAG Vanpool Program Participant Agreement and Guidelines.

Termination by SANDAG

SANDAG retains the right to deny funding for any new vanpools and to terminate the funding of any individual vanpool or the entire Vanpool Program if SANDAG deems it to be in the best interest of the agency to do so.



**SANDAG Vanpool Program
Participant Agreement as of July 2019**

TERMS AND CONDITIONS

The San Diego Association of Governments (SANDAG) Vanpool Program is administered by iCommute. iCommute is the Transportation Demand Management Program for the San Diego region. iCommute encourages the use of transportation alternatives to help reduce traffic congestion and greenhouse gas emissions. iCommute offers a monthly financial incentive (Subsidy) to qualifying commuter vanpools to offset the cost of their vehicle lease.

This SANDAG Vanpool Program Participant Agreement (Agreement) sets forth the terms, conditions, and responsibilities of the volunteer participants in the SANDAG Vanpool Program. The term "Volunteer Participant" (Participant) shall refer to all persons that participate in the Vanpool Program and benefit from the SANDAG Subsidy. Participants also must have a valid vanpool vehicle agreement with an authorized SANDAG Vanpool Vehicle Supplier (collectively referred to as Supplier). The Supplier refers to the vanpool leasing agencies authorized by SANDAG to participate in the Vanpool Program.

By participating in the Vanpool Program, each Participant acknowledges and agrees to abide by the following terms and conditions and any subsequent updates or amendments. In order to be eligible for the Subsidy, Participants must review, sign, and submit this Agreement to SANDAG.

Volunteer Participant

Participant shall be considered a volunteer under the law. Participant acknowledges that participation in the Vanpool Program is strictly voluntary and that such participation is not acting in or required by the course and scope of official company business, nor does it in any manner establish an employer-employee or an agency relationship with SANDAG.

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Reporting

In order to receive the Subsidy, Participant shall record and maintain accurate and honest records and complete surveys with accurate information as required by the Vanpool Program, using required forms and formats as provided by SANDAG or the Supplier, and submit these records to SANDAG as instructed and scheduled by SANDAG or the Supplier.

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Public Access

Participant shall cooperate and act to ensure that no person shall be denied the opportunity to participate in, nor be subject to discrimination in the conduct of the vanpool because of race, creed, color, sex, age, sexual orientation, disability, employer group, or any other protected class under state or federal law. Any acts of discrimination shall be reported to SANDAG immediately by contacting SANDAG at vanpool@sandag.org or (619) 699-0706.

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Indemnification



Participant, in consideration of the request and permission to participate in the Vanpool Program, hereby assumes full responsibility and all risk of injury or loss, including death, which may result from participation in this Vanpool Program.

Neither SANDAG, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the Participant under or in connection with this Agreement. The Participant shall fully indemnify, defend, and hold SANDAG and its officers, agents, and employees harmless from and against any liability and expenses including, without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any legal fees and any claims for damages of any nature whatsoever arising out of Participant's participation in the Vanpool Program, including without limitation: (a) breach of Participant's obligations under this Agreement; or (b) any act or omission of Participant, or their employer, officers, agents, employees, or subcontractors in connection with its participation in the Vanpool Program. Nothing in this Agreement shall be construed to give rights to any person or entity that is not a party to this Agreement.

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Term of Agreement

The Agreement shall be effective as of the date the Participant joins the Vanpool Program and accepts the SANDAG monthly financial incentive, and shall continue in full force until one of the parties terminates the Agreement by giving the Supplier written notice.

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Termination by SANDAG

SANDAG retains the right to discontinue Participant enrollment and terminate this Agreement immediately or withhold Subsidy payments, pursue claims, demands or lawsuits against, or seek prosecution of any Participant for any of the following reasons:

- a. Misrepresentation of vanpool operation and/or inappropriate use of the Vanpool Program services.
- b. Failure to submit accurate daily, monthly, and other scheduled records or surveys to SANDAG as required.
- c. The operation of the vehicle becomes inconsistent with Vanpool Program eligibility requirements.
- d. Failure to provide timely responses to reasonable requests for information such as, but not limited to, those listed in the Agreement.
- e. Failure to abide by this Agreement and/or the most current version of the Vanpool Program Participant Guidelines, which can be modified from time to time with the latest version found at iCommuteSD.com/commuters/vanpoolprogramguidelines.aspx
- f. Discontinuance of vanpool operation during the term of Agreement. Termination notification shall be confirmed by telephone, electronic mail, or by postal mail service to the current address on record.

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Miscellaneous

- a. SANDAG does not get involved as an arbiter of disputes among vanpool passengers.

- b. Participant acknowledges and understands that the Vanpool Program provides ridesharing referral services for vanpool seat availability without screening the character or background of referrals. SANDAG shall have no responsibility or liability for any acts or omissions of vanpool passengers or referrals.
- c. Complaints related to safety should be directed to the Supplier and the Supplier will investigate the complaint within two business days. Drivers that exhibit unsafe driving practices may lose their driving privileges.
- d. This Agreement and the Vanpool Program Participant Guidelines contain all the terms and conditions of the Agreement between SANDAG and the Participant and shall supersede all prior verbal or written agreements and understandings between the Parties with respect to the Vanpool Program.
- e. The captions or headings on any paragraphs in this Agreement are for reference only and do not affect any of the terms and conditions of this Agreement.
- f. Nothing in this Agreement shall be construed to limit the right of SANDAG to adjust or modify its services or perform any other lawful functions.

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SANDAG or its consultant Supplier agrees, during the term of the Agreement, to:

- a. Provide monthly Vanpool Program Subsidy of up to \$400, not to exceed 50 percent of the vehicle lease cost, payable to Supplier pursuant to the terms of the Vanpool Program.
- b. Provide Participant with all policies, guidelines, report forms with instructions, and schedules applicable to the Vanpool Program.
- c. Collect and record all agreements, reports, audits, and other Vanpool Program correspondence as required of the Vanpool Program or requested by SANDAG.
- d. Promote, advertise, and provide ridesharing referral services for Vanpool Program participation and vanpool seat availability.
- e. Cooperate to ensure that no person shall be denied the opportunity to participate in the vanpool because of race, creed, color, sex, age, sexual orientation, disability, employer group, or any other protected class under state or federal law.
- f. Provide the Guaranteed Ride Home Program to Participants who work in San Diego County.
- g. Follow the terms of the SANDAG Privacy Policy, which can be found at sandag.org/privacy.

Participant agrees, during the term of the Agreement to:

- a. Sign the Agreement
- b. Comply with the Agreement and the Vanpool Program Participant Guidelines and any amendments.
- c. Authorize Supplier to release actual and true records specific to the SANDAG authorized vanpool vehicle to include, but not be limited to, driver contact information, actual monthly invoice/billing statement, and vehicle information.
- d. Record and maintain accurate and honest records and complete surveys as required by the Vanpool Program

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It is herein acknowledged that:

- a. SANDAG retains the right to deny funding for any new vanpools and to terminate the funding for a vanpool or the Vanpool Program if SANDAG deems that it is in the best interest of the agency to do so.
- b. SANDAG reserves the right to establish a wait list for Vanpool Program enrollment, change the Vanpool Program, or cancel the Vanpool Program at any time, without obligation, at the sole discretion of SANDAG.
- c. SANDAG is authorized to promote, advertise, and release to the general public vanpool route information, seat availability, and participant email contact information for passenger solicitation purposes.
- d. Any inappropriate use of the Vanpool Program will require that the Participant reimburse all expenses incurred to SANDAG.
- e. SANDAG is authorized to release to Participant's employer pertinent information related to Participant's involvement in the Vanpool Program.

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Revised July 2019 (previous versions may not be used)

Print, initial, sign, and send completed Agreement by one of the following means:

- Email attachment to: vanpool@sandag.org
- U.S. Mail to SANDAG Vanpool Program, 401 B Street, Suite 800, San Diego, California 92101
- Review and accept the Agreement online at: iCommuteSD.com/commuters/vanpoolprogramguidelines.aspx

Signature

Date

Print Name

Email

Primary Driver's Name