

DRIVER/BACKUP DRIVER AGREEMENT
THE KANSAS CITY REGIONAL ADVANTAGE VANPOOL PROGRAM

This Agreement establishes the rights and responsibilities of Drivers and Backup Drivers participating in the KCATA Regional AdvANTage Vanpool Program.

The KCATA Regional AdvANTage Vanpool Program, the AdvANTage as referred to below means the regional vanpool program administered by the Kansas City Area Transportation Authority, located at 1350 East 17th Street, Kansas City, Missouri 64108. The Driver, as referred to below, means the person who operates the AdvANTage Vanpool vehicle, including the Backup Driver when he/she is functioning as the Driver. It is expressly understood that the Drivers and Backup Drivers are volunteer drivers and not employees or agents of the AdvANTage Program.

The Driver agrees during the term of this Agreement to:

1. Pay in advance a deposit of \$50.00. (*Note: If the employer has covered the deposit under a separate agreement, this paragraph does not apply.*) No interest will be paid on the deposit. The deposit will be returned in full when the Driver notifies the AdvANTage office (in writing) 30 days in advance of planning termination of program participation and no accrued charges (i.e., late fees, returned check charges or unreported damage costs) are outstanding.
2. Maintain a valid driver's license as required by the state of issuance.
3. Notify the AdvANTage office when he/she is no longer in accordance with the established Driver Selection Criteria, the Driver Agreement or the Driver Application Form.
4. Drive a van daily to and from work picking up and discharging authorized riders in accordance with the mutually established and agreed upon route and schedule.
5. Attempt to maintain the vanpool at its maximum ridership.
6. Coordinate maintenance, cleaning and servicing of the van as prescribed in the AdvANTage Operations Manual.
7. Obtain prior approval from the AdvANTage office for any expenditure relating to the van in excess of \$100.00 and submitting receipts to the AdvANTage office, along with the monthly report. *Note: when Drivers use the current fleet service under contract to the KCATA AdvANTage Vanpool Program, the service center should be called before service is done and/or to arrange for service.*
8. Follow authorized procedures for fuel purchases.
9. Keep daily and monthly records as required by the AdvANTage office. Submit monthly reports by the 5th of each month. Drivers sending reports and payments, which are postmarked after the 5th of the month, may be assessed a \$5.00 late fee.
10. Coordinate the provisions of alternate transportation when an AdvANTage vehicle is not available.
11. Coordinate the development of rules for the day-to-day operation of the vehicle (e.g., radio station, wait times).
12. Successfully complete the AdvANTage Driver's Training Course at the time scheduled.
13. Accurately record the miles traveled in the van each month and report miles traveled in the monthly AdvANTage report. The AdvANTage office may monitor actual van mileage, and any discrepancies found between actual miles and those reported by the Driver will be billed to the Driver at the current IRS mileage reimbursement rate.
14. Pay the AdvANTage office a pro-rated daily fare, based on the number of riders at the end of the previous month for each day during the previous month the Backup Driver acted as Driver for the group. (*Note: If the employer covers fares under a separate agreement, this paragraph does not apply.*)
15. Give consent for felony background check and take a pre-qualification drug test. All costs associated with said check & tests will be covered by the AdvANTage.
16. Accept responsibility up to a maximum of \$250 for vehicle damage to an assigned AdvANTage van resulting from an accident that, in the reasonable opinion of the AdvANTage, was the fault of the Driver.

17. The Driver agrees that the KCATA regional AdVANtage Office and its authorized agents and employees are not liable under any claims or actions for any costs, damages or expenses of any nature, whatsoever, that arise out of or result from any delays, tardiness, failure to make an appropriate or scheduled pick up, absence of the van, or termination of the program.
18. The Driver agrees to maintain liability insurance on their personal vehicle during the entire term as an AdVANtage Vanpool Driver and supply proof of such when asked.
19. The Driver agrees to not bring weapons, including firearms concealed or not, other instruments intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property. Even if Driver has a permit to carry a concealed weapon, Driver will not bring any firearms onto any AdVANtage van. Also, no explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials or biochemical materials may be carried on or in any KCATA property, facility or vehicle except as authorized by KCATA.
20. The Driver agrees during the term of this agreement to:
 - a) Follow guidelines for routine scheduled maintenance as set forth in the Owner's Manual and by AdVANtage Vanpool Program.
 - b) Use the current fleet service card for routine scheduled maintenance.
 - c) Present a copy of KCATA's State of Missouri Exemption from Missouri Sales and Use Tax on Purchases, to any service center, before work is performed, making the service center agent aware that KCATA is tax exempt and will not pay sales tax.
 - d) Allow only service centers willing to accept the tax-exempt status of KCATA to perform work on van.
 - e) Pay for any sales tax that has been billed whether purposefully or inadvertently to KCATA when having van serviced.
 - f) Use a service facility that is operated by or working with the current contract maintenance provider established by the AdVANtage Vanpool Program. If such service center is not available, following tax-exempt guidelines above.
 - g) Turn in receipt and detailed billing to AdVANtage Coordinator for reimbursement in a timely manner (within same month) when authorized service center is not available, making sure sales tax has not been charged.

The Backup Driver agrees during the term of this Agreement to:

1. Maintain a valid driver's license as required by the state of issuance.
2. Maintain liability insurance on personal vehicle during the entire term as a Back up Driver and supply proof of such when asked.
3. Notify the AdVANtage office when he/she is no longer in accordance with the established Driver Selection Criteria, the Driver Agreement or the Driver Application Form.
4. Be available to drive the AdVANtage van when the Driver is unable to do so. For services on such days, the Backup Driver shall be allowed to subtract from his/her monthly rider fee payment a pro-rated daily fare for each day during which he/she acted in the capacity as Driver. (*This does not apply to vanpools in which the employer pays the fares.*)
5. Successfully complete the AdVANtage Driver's Training when scheduled.
6. Take a pre-qualification drug test. The AdVANtage Office will cover all costs associated with said test.
7. Assume all responsibilities of the Driver when acting in that capacity.
8. Abide by all conditions of the Rider Agreement, in addition to those stated in this Agreement.
9. Not bring weapons, including firearms concealed or not, other instruments intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property. Even if Backup Driver has a permit to carry a concealed weapon, Backup Driver will not bring any firearms onto any AdVANtage van. Also, no explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials or biochemical materials may be carried on or in any KCATA property, facility or vehicle except as authorized by KCATA.

The KCATA AdVANtage agrees during the term of this Agreement to:

1. Provide a passenger van for use by the vanpool.
2. Provide liability insurance at or above statutory requirements for all authorized users of the van for and including bodily injury, property damage, comprehensive, collision, and uninsured motorist protection.
3. Execute contracts with all riders in which they agree to release the Driver, Backup Driver, the AdVANtage and its authorized agents and employees from responsibilities for: (a) personal injury, loss, theft or damage to personal property while participating in the program; and (b) loss of income, or consequential damages or expenses of any nature resulting from delays, tardiness, absence of the van on particular days, or termination of the program.
4. Assist the Driver in maintaining the vanpool's ridership at its maximum level.
5. Provide the Driver with an AdVANtage Operations and Driver's Training Manual outlining all policy and operational aspects of the AdVANtage program.
6. Provide the Driver with all necessary report forms, including instructions for their completion and submission schedule.
7. Establish and revise, as needed, a fee schedule for participation in the vanpool.
8. Provide for servicing and maintenance of the van.
9. Provide a loaner vehicle upon request when the vanpool's van is out of service for more than two commuting days.
10. Assist the Driver in providing alternate transportation when neither the regular nor loaner vans are available.
11. Provide rules and regulations for the daily operation of the vanpool.
12. Allow the Driver and Backup Driver to use the van for personal transportation during non-working hours in accordance with limitations stated elsewhere in this Agreement. Personal use of the van is limited to a monthly total of 500 miles and may not be accumulated from month to month. For authorized personal mileage exceeding 500 miles in a given month, the Driver and/or Backup Driver will be charged the current IRS established mileage reimbursement rate.
13. Expect that the authorized Driver be not required to pay a fare for days in which he/she drives a van.

The AdVANtage, the Driver and the Backup Driver mutually agree during the term of this Agreement that the following regulations apply to the operation of the van.

1. The van shall at all times be operated in a manner complementary to 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 its use shall be explained if inquiries are made.
2. Except in emergency situations, operation of the van is restricted to a KCATA Regional AdVANtage Vanpool-approved Driver or Backup Driver.
3. Safe driving habits and complete observance of all traffic regulations is of 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 or Backup Driver will report any citation resulting from a moving traffic violation to the AdVANtage Office within 48 hours whether received while driving the van or any other vehicle.
4. The Driver will be responsible for reporting any vehicular accident involving bodily injury or property damage within 24 hours to the AdVANtage Office. Such reporting is to include any injury to a passenger or the van even though a third party was not involved (e.g., passengers falling and injuring themselves while entering or exiting the van). The Driver is responsible for completing a vehicle accident report and submitting it to the AdVANtage Office.
5. 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.
6. The van is not to be used for hire; to pull trailers, boats, etc.; to haul garbage, debris, or excessive loads; not for any purpose requiring the removal of seats.
7. The van is to be driven only on paved streets, 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.
8. The van is not to be driven over bridges or roads posted for less than its maximum weight load. Width and height clearance requirements of the van are to be observed at all times.

9. Accessories, including appearance items or additional equipment, will not be added or removed without prior approval of the AdVANtage.

Termination of Agreement:

Driver

A Driver or Backup Driver will provide the AdVANtage with thirty (30) days prior written notice of his/her intention to terminate this Agreement. At the end of the Agreement, Driver(s) will turn the van over to a replacement Driver approved by the AdVANtage or return the van to any other reasonable location determined by the AdVANtage.

KCATA Regional AdVANtage Vanpool

The AdVANtage may terminate this Agreement if:

1. The Driver fails to comply with any of the terms of this Agreement including, without limitation, failure to comply with applicable law; including all applicable state vehicle (van) inspection laws;
2. The Driver loses his/her license, in which case the AdVANtage may terminate this Agreement immediately;
3. The Driver accumulates moving violations which in the AdVANtage's sole judgement are sufficient to warrant termination; or,
4. For any other just cause as determined by the AdVANtage.
5. In the event this Agreement is terminated by the AdVANtage, the AdVANtage may do any one or more of the following:
 - a. Take possession of the van and contents by self-help or any other legal method.
 - b. Use any security deposit to reduce any amounts owed.
 - c. Purchase any other remedy available at law and/or equity.

Termination shall be confirmed by telephone or by mail, to the last address provided by the Driver. The Driver shall cooperate fully in return of all vanpool records and materials and of the van and all keys thereto.

Non-Waiver

The Advantage's failure at any time to insist on the performance of any of the requirements of this Agreement or the AdVANtage's forbearance at any time, with respect to any default by the Driver shall not be deemed a waiver of any of AdVANtage's rights hereunder.

Modification

This Agreement may be modified only by a subsequent written agreement signed by each of the parties.

Non-Discrimination

The parties shall cooperate to ensure that no person shall be denied the opportunity to participate in, nor be subjected to, discrimination in the conduct of the vanpool because of race, creed, color, religion, sex, age, national origin, nor the presence of any sensory, mental or physical disability, nor in any way contrary to applicable local ordinances, state and federal laws and regulations, specifically including but not limited to: Title VI of the Civil Rights Act of 1964; Title 49, Code of Federal Regulations, Part 21 – Nondiscrimination in Federally Assisted Programs of the Department of Transportation.

Driver Name (please print)

KCATA Regional AdVANtage Vanpool Staff
Representative

Address

Title

City State Zip

Work Phone

Home Phone

E-mail Address

Driver's License Number

Social Security Number

Date of Birth

Date

Signature

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