

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY METRO VANPOOL PROGRAM PARTICIPATION AGREEMENT

You must read each of the following provisions, which are the terms and conditions of this Agreement. You must check "I Agree" after the last paragraph, sign the Agreement, and submit the completed Agreement. If any of these steps are not completed, the Agreement has not been properly submitted and will be invalid.

Should you have any questions about this Agreement or the terms and conditions, or the submittal process, contact the Los Angeles County Transportation Authority (Metro) immediately at vanpool@metro.net or call 213.922.7003.

1. Introduction. This Vanpool Program Participation Agreement sets forth the terms, conditions, and Parties' rights and responsibilities. By electronically signing the Agreement and acknowledging the terms, Participant indicates that he/she has read, understands, and agrees to abide by all terms and condition of this Agreement.

2. Definitions.

- a. "Metro Vanpool" means the vanpool subsidy program administered by Metro.
- b. "Vendor" is an authorized Metro vanpool leasing vendor.
- c. "Participant" means any person or employer who directs activities of a vanpool group, including, but not limited to: Coordinator, Primary Driver (if the Coordinator is not also the Primary Driver), Back Up Driver(s) (optional), and Reporter(s) (optional).
- d. "Coordinator" is the Participant who applies to Metro Vanpool and holds a valid vanpool vehicle agreement with a Vendor. The Coordinator may designate through Metro Vanpool (System) a Primary Driver, Back Up Driver(s) and/or Reporter(s). Coordinator shall ensure that the Primary Driver and Reporter(s) (if any) each create an online username and password, and read, execute, and electronically sign an Agreement. The Coordinator is responsible for submitting the monthly reports into the

online System if the designated Reporter(s) do not submit the reports according to this Agreement.

- e. "Primary Driver" is a vanpool passenger other than the Coordinator who primarily drives the vanpool for commuting purposes. The Primary Driver is designated by the Coordinator in the online System.
- f. "Back Up Driver" is a vanpool passenger other than the Coordinator who drives the vanpool for commuting purposes when the Primary Driver is not available to drive. The Back Up Driver is designated by the Coordinator in the online System and the Coordinator may designate multiple Back Up Drivers In the online System.
- g. "Reporter" is a vanpool passenger other than the Coordinator, whose responsibility is to assist the Coordinator with submitting the monthly reports into the online System. The Reporter is designated by the Coordinator in the online System and the Coordinator may designate multiple Reporters In the online System.
- h. Participant and Metro are each a "Party" to this Agreement, and are referred to collectively as "Parties".
- i. "Subsidy" means Metro's payment of up to \$500 per month, not to exceed 50% of the vehicle lease cost payable to vehicle Vendor.
- j. "System" is the method by which potential Coordinator applies to Metro Vanpool and Participants enter reports and submit information required for participation in the Metro Vanpool program.

3. Participant Is a Volunteer. Participant is a volunteer as defined in California Labor Code section 1720.4. No Participant shall receive compensation for any vanpool-related activity. Participant acknowledges that participation in Metro Vanpool is strictly voluntary and that such participation is not within the course and scope of employment, and further that participation in Metro Vanpool does not establish an employment or agency relationship between Participant and Metro.

4. Participant Agrees to:

- a. Comply with all terms and conditions of this Agreement.
- b. Submit the following information to Metro, through the System, for each vanpool passenger before such passenger rides with the vanpool:

name, email address, phone number, address, employer name and phone number.

- c. Upon Metro's approval of the Participant, Participant agrees to receiving emails as they relate to the Metro Vanpool program. If at any time, the Participant wishes to unsubscribe from the participation-related notifications, they will have to terminate their participation in the Metro Vanpool program.
- d. Participant understands that the remaining lease amount not covered by Metro's subsidy is billed by the Vendor to the vanpool.
- e. The Coordinator is responsible for maintaining the application information submitted into Metro Vanpool. Any changes in your contact information, employer information, passenger list, route, drop off or pickup locations, or scheduling information, shall be updated no later than five (5) business days after the change takes place.
- f. Should in the future you have changes to your vanpool's Primary Driver or Reporter(s), those persons will be required to submit an online Participation Agreement.

5. Metro Agrees to:

- a. Provide a monthly Metro Vanpool Subsidy. The Subsidy shall be paid to Vendor; Vendor shall reduce the Coordinator's monthly payment by the amount of the Subsidy.
- b. Provide to Participant through the online System, all guidelines, policies, rules, URLs for online web-access and report forms with instructions and schedules applicable to Metro Vanpool.
- c. Collect, record and maintain all agreements, reports, surveys and other Metro Vanpool correspondence.
- d. Promote, advertise and provide ridesharing referral services for Metro Vanpool participation and vanpool seat availability.
- e. Through a review of the application process and when referring potential passengers to a vanpool, ensure that no person shall be denied the opportunity to participate in the vanpool because of race, creed, color sex, age, sexual orientation, disability, or employer group, or any other protected class under state or federal law.

6. Term of Agreement. This Agreement shall become effective on the date Metro notifies Participant of Metro Vanpool approval and shall continue until terminated pursuant to the provisions of this Agreement.

7. Reporting. Participant shall complete and maintain records as required by Metro. Metro only accepts monthly reports/logs on Metro's online system. Monthly Reports must be submitted into the System by 5:00 p.m. on the 6th day of each month for the previous month's vanpool operation. It is the responsibility of the Coordinator to ensure accurate information is submitted for the reporting period. To continue to receive an Metro subsidy, monthly reporting must demonstrate that the vanpool has maintained, on a monthly basis, at least four passengers, or that 50% of the vanpool vehicle seats are filled (whichever is greater). Metro will terminate the vanpool subsidy if vanpool occupancy is less than the minimum occupancy requirement for three consecutive months.

8. Public Access.

- a. Non-discrimination. The vanpool is open to the public and must accept any person wishing to join the vanpool, provided that the vanpool has a vacant seat and that commuting schedules and routes are compatible. As such, Participant shall 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, or employer group, or any other protected class under state or federal law. Any potentially discriminatory acts shall be reported to Metro immediately by contacting Metro at vanpool@metro.net or calling 213.922.7003.
- b. No Screening of Referrals. Participant acknowledges and understands that Metro Vanpool provides ridesharing referral services for vanpool seat availability but does not conduct character screening or background checks. Metro shall have no responsibility or liability for any acts or omissions of vanpool passengers or referrals.

9. Accommodations for Riders with Disabilities. Vanpools must comply with all requirements of the Federal Americans with Disabilities ACT (ADA). If a person with a disability applies for an existing vanpool vacancy, the

vanpool Participants and Vendor shall make reasonable accommodations to enable the individual to join the vanpool. Metro's Vendors shall comply with this and all ADA requirements. Additional charges may apply to modify a leased vanpool to accommodate a rider with a disability, which Metro is not responsible for.

10. Vanpool Use. Personal use (non-work and/or vocational/post-secondary education destination commuting purposes) of the leased van may be permitted by Vendor but shall not exceed 20% of total van miles traveled during a calendar month period. Metro may terminate Participant's enrollment, withhold subsidy payments, pursue claims, demands or lawsuits against Participant, and/or press criminal charges against any Participant who misreports vanpool use/operation or uses the vanpool and/or Metro Vanpool in any unauthorized manner. Participant shall reimburse any expenses incurred by Metro as a result of Participant's inappropriate use of Metro Vanpool.

11. Indemnification. Participant, in consideration of permission to participate in Metro Vanpool, assumes full responsibility and all risk of damage, injury or loss, including death, which may result from participation in Metro Vanpool. Metro, its directors, officers, employees and agents shall not be responsible for any liability arising from any act or omission of Participant, or Participant's employer, officers, agents, employees or subcontractors. Participant agrees to indemnify, defend (with legal counsel reasonably approved by Metro) and hold harmless Metro, its directors, officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all claims, actions, losses, damages and/or liability arising out of any vanpool-related activity, including acts, errors, or omissions of any person, and for any costs or expenses incurred by Metro on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. Participant's indemnification obligation applies to Metro's "active" as well as "passive" negligence, but does not apply to Metro's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

12. Access to Records. Participant authorizes its Vendor to release to Metro Vanpool staff records pertaining to Metro Vanpool, including, but not limited to: Primary Driver, Back Up Driver(s) and Coordinator contact information; Coordinator/Vendor agreement; lease information; vehicle checklists and information; actual monthly invoice/billing statement; and any other documentation. Participant acknowledges that Participant's employer rideshare representative, Participant's Vendor, and regional rideshare agency representatives may also view Participant's submittals to Metro, including, but not limited to reports, applications and forms.

13. Other Subsidies/Incentives. Participant acknowledges that by participating in Metro Vanpool, Participants and vanpool passengers, are all ineligible for further subsidies from any other Vanpool Subsidy Program (including, but not limited to the Victor Valley Transit Authority, Orange County Transportation Authority, San Bernardino County Transportation Authority, Riverside County Transportation Commission, San Diego Association of Governments or the SunLine Transit Agency). Participant acknowledges that accepting subsidies from any of the above-mentioned programs shall immediately disqualify the vanpool from receipt of further Metro Vanpool subsidies. Participant further acknowledges that any employer-provided incentive or subsidy provided directly to Participants and/or the vanpool passengers (including, but not limited to the Federal Mass Transportation Benefits Program or MTBP) is permitted.

14. Termination

- a. By Coordinator. Coordinator may withdraw from Metro Vanpool at any time, pursuant to Coordinator's agreement with his/her Vendor. Coordinator may terminate this Agreement by emailing Metro at vanpool@metro.net at least five (5) business days prior to withdrawing from Metro Vanpool. Metro will prorate the subsidy during the last month of participation based on the number of days the vanpool was in operation that month. Metro will not release the last vanpool subsidy to the Vendor until the final Participant report has been completed and submitted.
- b. By Primary Driver or Reporter(s). A Primary Driver or Reporter(s) may withdraw from the vanpool after giving Coordinator sufficient notice to

enable Coordinator to designate a replacement Primary Driver or Reporter(s) and emailing notice of their withdrawal to Metro, at vanpool@metro.net at least five (5) days before withdrawing.

- c. By Metro. Metro may terminate Participant enrollment and/or this Agreement immediately upon notice of termination, which may be by telephone, electronic mail or postal mail service to the current Participant address in the System. Subsidy payment for the final month of participation will be prorated based on the number of days the vanpool operated that month. Metro may terminate for any of the following reasons:
- I. Misreporting of vanpool operation;
 - II. Unauthorized use of the vanpool or Metro Vanpool;
 - III. Repeated failure to submit scheduled reports and/or records online to Metro;
 - IV. Operation of the leased vehicle becomes inconsistent with Metro Vanpool eligibility requirements;
 - V. Failure to provide timely responses to reasonable requests for information such as, but not limited to, information listed in this Agreement;
 - VI. Failure to comply with this Agreement and its terms;
 - VII. Failure to comply with the most current version of the Metro Vanpool Program Guidelines. The Guidelines may be modified from time to time; the latest version can be found on the System website; or
 - VIII. Discontinuance of vanpool operation during the term of Agreement.

15. Participant expressly acknowledges that:

- a. Metro may deny funding for any new vanpool application in accordance with the Metro Vanpool Program Guidelines, without any liability to Participant.
- b. Metro may terminate the funding for Participant's vanpool if Metro deems that it is in the best interest of Metro to do so, without any liability to Participant.

- c. Metro may discontinue Metro Vanpool if funding is no longer available, or if for any other reason Metro deems discontinuance is in Metro's best interest, without any liability to Participant.
- d. Metro may establish a wait list for Metro Vanpool enrollment, change the Metro Vanpool Program Guidelines, without any liability to Participant.
- e. Metro may promote and advertise vanpool route information, schedule, origin and destination information, and seat availability to the general public for passenger solicitation purposes. Metro may release the first and last name, e-mail and phone contact information of Participant to individuals interested in joining a vanpool. A member of the public who is not affiliated with your employer is entitled to be a passenger in a vanpool serving the geographical area that the vanpool travels to, if there is an opening and the work hours, origin, destination, and routes are compatible.

16. Miscellaneous.

- a. Metro shall not act as arbiter of disputes among vanpool passengers.
- b. Safety-related complaints shall be directed to the Vendor, who will investigate and address the complaint within one business day. Primary and/or Back Up Drivers who exhibit unsafe driving practices may lose their vanpool driving privileges.
- c. The Metro Vanpool Program Guidelines, as modified by Metro from time to time and posted on the Metro Vanpool website, and the Metro Vanpool Application as submitted by Participant and approved by Metro and available on the System website, are hereby incorporated into this Agreement, and, together with this Agreement, contain all of the terms and conditions of the Agreement between Metro and the Participant and supersede all prior verbal or written agreements and understandings between the Parties with respect to Metro Vanpool.
- d. Any changes or additions to this Agreement must be in writing and signed by all Parties.
- 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 Metro to adjust or modify its services or perform any other lawful functions.
- g. Nothing in this Agreement shall be construed to give rights to any person or entity that is not party to this Agreement.
- h. In the event of conflicting provisions, the following order of precedence will apply:
 - I. The Participation Agreement,
 - II. Metro Vanpool Program Guidelines,
 - III. Metro Vanpool Application.

17. Participant Authorization By checking the box below and writing my name in Section 18 below, and submitting this Agreement, I represent that I am authorized to enter into this Agreement, the information provided herein is true, and I have read and understand the above terms and conditions.

I Agree

18. Participant Signature. Enter your full legal name (at a minimum your first and last name) below, which serves as a digital signature. The use of a digital signature shall have the same force and effect as the use of a manual signature.

Participant Name and Signature

Name (please print)

Signature

Date