

VANPOOL DRIVER APPLICATION

Commute
Options and Parking

Choices that help you get there



Employee Benefits Division
Commute Options & Parking Section
200 N. Spring Street, Room 867
Los Angeles, CA 90012
Mail Stop #621

FAILURE TO COMPLETE ALL ITEMS WILL RESULT IN DELAYS

Check One Box

Interest Only

Complete Section A & B

Passenger

Complete Sections A & B

Driver

X

Complete Sections A, B, C

Non-City Employee Van Passenger

If not employed by the City of Los Angeles, list employer here and then provide all applicable information below:

Contract or Contractor's Employee? Yes No

SECTION A: Personal Information

Application Date	Last Name	First Name	Middle Initial
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Employee ID Number	Department Name/Division	Payroll Fund Number
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Work Shift (4/10, 5/40, 9/80, etc.)	Start Time	End Time	Work Address: Bldg. Name & Street Address
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Work Address: City	Work Address: Zip Code	Room Number	Mail Stop	Work Phone Number
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Home Address: Street Address	City	Zip Code	Home Phone Number
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I am interested in being a/an: Primary Driver Alternate Driver Coordinator

Email (home or work):	Cell Phone:
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Pursuant to Federal Law PF 93-579, I understand that my Social Security Number is required based upon provisions of the City's payroll system operational prior to January 1, 1975, and applicable Federal law.

Van No.

SECTION B: Passenger Information

Supervisor's Name	Supervisor's Title	Supervisor's Phone No.
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Note: You may only receive one transportation benefit. Failure to disclose any of the information below may result in disciplinary action.	Yes	No
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1. Do you currently receive the Transit Subsidy?		
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2. Are you currently a member of a carpool? If yes, please list Primary Permit Holder name and permit #.		
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3. Do you currently possess any other type of parking permit? If yes, please list permit type and #.		
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I understand that the Commute Options & Parking Section must be notified of any changes in the information listed on this application.	Applicant Signature X	Date
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SECTION C: Driver Information (For Vanpool Drivers Only)

Drivers License Number	State	Expiration Date	Birthday
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Civil Service Class Title	License Restrictions (e.g. corrective lens, etc.)
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Total Yrs. Driving Experience	Total Years Licensed in California	If less than 3 full yrs. In CA., list previous State:	Do you have current insurance on your personal vehicle(s)? Yes <input type="checkbox"/> No <input type="checkbox"/>
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Name of your automobile insurance co.	Automobile Policy #	One-way driving distance to work in miles:
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Complete Section C, Drivers Information, on Reverse Side

Processing Date

Staff Initials

Employee ID #

M.I.

First Name

Last Name

SECTION C: Drivers Information Continued

Have you had any accidents or moving violations during the last 5 years? Yes No
If yes, please list with dates.

How much travel and overtime does your current job require?

How many days of work did you miss last year?

Are you experienced in automobile repair? Yes No
If so, to what extent?

What experience have you had in car/bus/vanpooling?

City vehicles must be parked off-streets. What type of space can you provide for overnight van parking?

DRIVER RECORD RELEASE: The applicant authorizes the City of Los Angeles to investigate and research driving records with the State of California, any other state and/or public or private agency generally used to maintain information pertinent thereto, and agrees to execute any other forms or documents necessary for such investigations.

Driver Application Signature

Date

X

For Office Use Only

Return this form to: Commute Options & Parking Section, City Hall - Rm. 867, Mail Stop 621.

**CITY OF LOS ANGELES
VOLUNTEER VANPOOL DRIVER AGREEMENT**

NAME: _____ **VAN NUMBER: CS** _____
(Please Print - Last, First, MI) **Work Phone:** _____

(Note: Make sure you Sign the last two pages)

AGREED TO THIS _____ DAY OF _____, 20 _____

This Agreement between the authorized volunteer ("Primary") Driver or Alternate Driver (hereinafter called "Driver"), whose signature appears below, and the City of Los Angeles ("City") shall become effective on the date it is accepted by the City, as evidenced by the signature of its authorized representative.

In addition to conditions established in the City of Los Angeles Vanpool Program Manual, the Volunteer Vanpool Passenger Agreement, and any other directives that may be issued by the City's Commute Options & Parking Section (COPS), I hereby agree to the following as conditions of my participation as a Volunteer Driver in the City Vanpool Program.

1. Driver represents that he/she:
 - A. Has a valid State of California Class A, B or C Driver's license, and will possess said license while operation the vehicle. If this license has a restrictive endorsement(s), Driver will comply with the restriction(s).
 - B. Will immediately notify COPS should any of the following occur:
 1. Being ticketed for or convicted of:
 - Reckless driving
 - Driving under the influence of drugs or alcohol
 - Hit and run offense
 - Fleeing from police
 - Assault with a motor vehicle
 2. Being involved in any other moving or parking violation.
 3. Being ticketed for any other moving or parking violation.

Aforementioned notification to COPS is required for all driving activated by Driver, including personal driving.

- C. Understands that he/she will be disqualified from serving as a Driver If Driver has been ticketed or convicted of violations listed in 1.B.1 above, or accumulates 3 points for moving violations or a total of 4 points according to the following COPS point system:

Accident = 2 points

Speeding = 2 points

Other moving violations (including seat belt violation) = 1 point

Failure to appear in court = 4 points

Failure to pay citation = 4 points

- D. May also be disqualified if his/her driving practices are deemed unsafe in the opinion of the COPS' Rideshare Program Administrator.
 - E. Will authorize City to obtain Driver's record (covering the past 5 years) from the State of Department of Motor Vehicles.
 - F. Will authorize City to medically evaluate Driver according to State Class B license medical requirements in order to obtain the required valid medical certificate, and will possess said certificate while operating the vehicle. Failure to pass this medical evaluation will result in ineligibility to be a driver.
 - G. Will sign annually and will possess while operating the vehicle a current sworn statement that driver has not been convicted of driving under the influence of alcohol and drugs, reckless driving, or a hit-and-run offense in the past 5 years.
 - H. Will provide COPS with proof of personal vehicle insurance, such as the policy of the proof of insurance card.
 - I. Will be available to participate in initial and periodic basic Driver training/safety awareness orientations administered by COPS or a designated agent.
 - J. Shall not consent to use of the vanpool vehicle by anyone other than Driver.
- 2. Driver agrees to use City's commuter van to pick up, transport, and deliver other vanpool participants to and from pre-determined pick-up point(s) and pre-determined drop-off point(s). Driver agrees that use of the van, for the purposes described in this paragraph 2, is not being engaged in transportation as a business. Driver also agrees that no person shall be transported on the van without a valid passenger agreement on file with the COPS or its authorized agent.

3. Driver acknowledges and understands that Driver will only operate and use the assigned vehicle in a safe and prudent manner in accordance with all applicable laws, ordinances, rules and regulations. Any citation or violation of applicable laws and ordinances will be the responsibility of Driver. If the vehicle is involved in a violation for which Driver receives a citation, COPS must be notified immediately. Proof of resolution must be sent to COPS within 20 days.
4. Driver understands that any vehicle assigned by the City to Driver is a contract to permit use of the vehicle only. Driver also understands that all keys for the assigned vanpool vehicle must be relinquished to the COPS upon his/her withdrawal or disqualification as a Driver.
5. Driver shall return the vehicle to City in the same condition as when delivered, ordinary wear and tear is expected. Upon its delivery and return, Driver and COPS shall inspect the van and provide a jointly signed report on its condition. Damage to the vehicle, which is not attributable to a reported accident and supported by a written accident report will be the sole responsibility of Driver.
6. Driver is responsible for collecting fares from Passengers on his/her assigned van, and agrees to forward payment to COPS no later than the third business day of the month. Driver is also responsible for notifying COPS if a passenger is unable to meet the payment deadline due to illness, vacation, Jury Duty or other known circumstances. It is agreed that the amount due COPS may be changed by COPS with 30 days advance notice. Driver shall not permit passengers on his/her van if said passengers have not paid their fares or signed Passenger Applications/Agreements.
7. Driver agrees to submit the "Monthly Envelope," which includes logs and fares, to the COPS within the first 3 business days of each month. Driver understands that participation in the vanpool program will be suspended for all Drivers and coordinators unable to comply with the deadlines and requests made by the COPS.
8. In Driver's function as Vanpool Coordinator, Driver is responsible for making every reasonable effort to fill vacant seats when Passengers are unavailable on any given days. Additionally, should a passenger leave the vanpool with no formal notification, Driver shall notify the COPS immediately.
9. Driver agrees to make reasonable accommodations for the disabled whenever possible, keeping in mind the intent of the City, and therefore, the COPS, to follow the guidelines established under the Americans with Disabilities Act. If Driver is uncertain as to whether a request can be accommodated, Driver agrees to consult with the COPS.
10. Driver is allowed personal use of the vanpool vehicle of up to 250 free miles per month, thereafter is \$0.505 per mile or the current year rate for business miles per

Internal Revenue Service. Personal mileage must be documented on the Monthly Vanpool Mileage Log. Payment for personal mileage shall be made within three business days of the current month for personal usage during the preceding month.

11. Driver is allowed to use the vanpool vehicle for vanpool related “business” at no charge. Vanpool “Business Mileage” must be documented on the monthly Vanpool Mileage Log. Vanpool “Business Mileage” will be limited to the following activities: maintenance, including van washing; meetings, such as Formation, Brown Bag, Conflict Resolution, and Driver Orientations; COPS-provided training; fueling. Overtime work on the weekends or after normal operating hours, City sponsored training or education, field work, and other City business are deemed “Personal Miles” and cannot be logged as vanpool “Business Miles.”
12. Driver agrees to maintain a clean vehicle both inside and out. Driver will obtain fuel at designated City-owned fueling pumps only.
13. Driver is responsible for obtaining maintenance service, and agrees to obtain COPS’ authorization prior to having any maintenance will constitute a breach of this Agreement. It is mutually understood that COPS’ Preventive Maintenance Coupons constitute such authorization when used in accordance with the instructions provided in the Preventive Maintenance Coupon booklet. Authorized maintenance or repair may be billed directly to and will be paid by COPS (or its leasing agent, if applicable) Legitimate minor expenses, typically less than \$25, which are necessary for the safe operation of the vehicle, including wiper blades, engine oil, antifreeze, transmission fluid, fuses, bulbs, headlights do not require authorization from COPS. COPS will credit or reimburse Driver for such expenses. Driver must submit appropriate original receipts for any such credit or reimbursement. Driver will keep a current maintenance log in the van at all times.
14. If a vanpool vehicle breaks down or is damaged in an accident, COPS will credit the vanpool participants on a prorated basis, based upon a 21-workday month, for the period of time that the vehicle is inoperable, or until such time as a back-up vehicle towed to the nearest authorized service facility, the reasonable cost of which will be the responsibility of COPS.
15. If a van must be towed, the Driver should deal with the towing company contracted by the City or the van leasing company.
16. Driver agrees to pay all fines, including but not limited to parking tickets, forfeitures and court costs that may be assessed against the City and its agents which are due to Drivers unauthorized or negligent operation or misuse of the vehicle, that results in traffic citation or criminal charges.

17. Driver agrees to follow parking guidelines/laws, as does the general public. Parking privileges will be limited to preferential parking, as available, at the worksite or chosen parking location.
18. Driver will notify COPS immediately of any occurrence which may affect City's interest, including but not limited to: citations for violations of motor vehicle, traffic, or parking laws; suspension, cancellation, or lapse of Driver's license; defects, malfunctions, or breakdowns of the vehicle; termination of Driver's principal employment; or change of home or City worksite address and phone number.
19. Driver will report to COPS immediately any accident involving bodily injury, death or property damage, pursuant to details included in the City of Los Angeles Accident Reporting Instructions provided to each van. Driver will complete and file written accident reports with COPS within 24 hours of any accident. Driver will be responsible for obtaining police reports and other information directly from other participants involved in the accident. COPS shall be responsible for giving Driver instructions on obtaining damage estimates. "Accident" shall also include injury to a passenger in which no third party is involved (e.g., injury from a fall inside the vehicle or while entering or leaving the vehicle). Driver shall be required to cooperate fully with City in all accident investigations and settlement. FAILURE TO REPORT AN ACCIDENT IN ACCORDANCE WITH THIS PARAGRAPH WILL CONSTITUTE BREACH OF THIS AGREEMENT.
20. Driver understands that City's liability coverage does not apply to any other vehicle operated by Driver, other than those vehicles provided by City.
21. City shall not be responsible to Driver for any loss of income, inconvenience, or other damage sustained by Driver as a result of an interruption of services to be furnished by City. It is expressly understood that City will not be responsible for any person's property, which is lost, stolen, or damaged in or from the vehicle.
22. Driver understands and agrees that if a vehicle is being operated by Driver or with Driver's knowledge and consent under any of the following conditions, hereinafter called "unauthorized use," Driver shall be considered in material breach of this Agreement, and may be subject to disciplinary action. Unauthorized use means:
 - A. Use of the vehicle by any person under the influence of narcotics or intoxicants.
 - B. Driving in any race, speed test or contest.
 - C. Use of the vehicle to propel or tow any trailer or vehicle

- D. Driving, other than on a paved public highway or paved or suitable graded private road or driveway, or driving over bridges posted at three tons or less, except in an emergency.
 - E. Carrying passengers for hire or outside the scope of the regular home-to-work commute as described in paragraph 2, or of the personal use allowed under Paragraph 10, of the City business allowed under Paragraph 11 of this agreement.
 - F. Driving outside the borders of the State of California.
 - G. Use of the vehicle by anyone other than Driver.
 - H. Parking the vehicle overnight other than at Driver's residence without prior approval from COPS. Driver must provide safe, overnight parking for vehicle. The vehicle must be locked and properly secured when not in use. Hide-A-Keys are not allowed.
 - I. Use of the vehicle without making reasonable effort to ensure that all passengers, including Driver, are wearing their seat belts, and that van doors are securely closed.
 - J. Transporting formal groups such as a church groups, scout troops, athletic teams, etc.
 - K. Transporting of any property deemed hazardous by reason of being flammable, explosive, fissionable, or corrosive, or contraband material.
 - L. Loading the vehicle beyond the manufacturer's stated seating capacity
23. Driver will notify COPS in writing of intent to withdraw from the vanpool of driver responsibilities 30 days before termination as a Driver. This 30-day notice begins once written request is received by the COPS. If Driver fails to give sufficient notice, Driver will pay up to one month's fare unless a Regular Passenger/Driver is available immediately.
24. City has the right to end this Agreement for any reason. This Agreement may terminate if there are not sufficient qualified Drivers for the van; the van, in City's sole judgment, is irreparable or unusable; or Driver or Passengers breach their obligations under their respective Agreements. Failure by Driver to comply with any responsibilities or the general provisions of this Agreement or General Rules or other directive issued by City regarding vans or vanpooling shall be grounds for City to discontinue, without advance notice, Driver's participation in the vanpool.

25. Driver agrees that City is providing the vanpool as a service to its employees and that City shall have no responsibility whatsoever regarding the vanpool other than what is expressly set forth in this Agreement.
26. Upon termination of this Agreement, the vehicle and all documents pertaining to it shall be returned to a location designated by COPS. This Agreement may not, without prior written consent by City, be assigned or sublet.
27. Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof of there of, or affecting the validity or enforceability of such provisions in any jurisdiction.
28. The Undersigned hereby voluntarily releases, discharges, waives and relinquished any and all actions or causes of action for personal injury, property damage or wrongful death occurring to him/herself arising as a result of riding in a City vanpool. The Undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or cause of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstance with he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against the City of Los Angeles or any of its officers, agents, servants or employees (hereinafter "Indemnified Parties") for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise. It is the intention of the Undersigned by this instrument, to exempt and relieve the Indemnified Parties from liability for personal injury, property damage or wrongful death caused by negligence.

The Undersigned, for him/herself, his/her heirs, executors, administrators or assigns agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against the Indemnified Parties, he/she shall indemnify and save harmless the same Indemnified Parties from any and all claims or causes of action by whomever made or presented for personal injuries, property damage or wrongful death.

The Undersigned has read and understands that following statutory language of Section 1542 of the California Civil Code: "A general release does not extend to claims which the creditor does not know or suspect to exist in his/her favor at the time of executing the release, which if known by him/her must have materially affected his settlement with the debtor." Having been so apprised, the Undersigned elects to and does assume all risk for claims heretofore or hereafter arising, known or unknown, arising from the subject of this release, and the

Undersigned knowingly and voluntarily expressly release the Indemnified Parties from all liability on claims arising out of such matters.

The undersigned acknowledges that he/she has read the foregoing three paragraphs and is fully aware of the legal consequence of signing the within instrument.

29. If Driver possesses a parking permit (e.g. management, seniority) for any City provided parking lot, Driver must relinquish the permit in order to join or remain in a vanpool. Should Driver withdraw from his/her vanpool, City guarantees Driver the return of his/her parking permit at a location comparable to that prior to joining the vanpool. Return of permit shall become effective 30 days after COPS' receipt of Driver's withdrawal notice.

30. The Undersign authorizes the City of Los Angeles Commute Options and Parking Section to deduct from his/her wages/salary the fare for riding in a City Vanpool. This authorization shall be in effect until the undersign give 30 Day Notice to (1) Stop this deduction and (2) Terminate his/her participation in the vanpool. If at any time, the amount of said fare is changed by the City, COPS is hereby authorized to change the deduction from his/her salary accordingly. COPS may cancel this deduction if he/she fail to meet the terms and conditions of the Vanpool Program.

31. All notices and/or correspondence shall be addressed to:

A. DRIVER - at Driver's home address or work address

B. CITY - Commute Options & Parking Section
200 N. Spring St., City Hall – Rm. 867
Los Angeles, CA 90012
Mail Stop 621

Driver Signature

Date

COPS Representative Signature

Date

Please complete and return the white copy to Commute Options and Parking. Once approved, please keep the blue card with you at all times while you are driving the van.

This statement is required by passage of State Assembly Bill 550 (passed 1982, effective 1/1/83) and must be in driver's possession while operating a vanpool vehicle.

PLEASE PRINT: NAME _____

VANPOOL NUMBER _____

SWORN STATEMENT*
Safe Driving Record

Pursuant to Vehicle Code Section 12804.9(j), I certify under penalty of perjury that I have not been convicted of Driving Under the Influence of Drugs or Alcohol, Reckless Driving, or a Hit-and Run offense in the past five (5) years.

Signature

Date

*This statement is to be updated each calendar year.