



## **COMMUTELAX CARPOOL PROGRAM**

The City of Los Angeles, Department of Airports, also known as, Los Angeles World Airports (LAWA) Transportation Management Organization (TMO), commuteLAX, offers a Carpool Program to LAX badged employees who commute to work together, and whose employer is in compliance with the LAX TMO Policy. A commuteLAX carpool consists of at least two LAX badged employees, who commute to work together in a single vehicle a minimum of 10 days per month, or 50% of their working days.

The Program is intended to:

1. Fulfill LAWA's commitment in the Service Employees International Union United Service Workers West (SEIU USWW) agreement to offer a Carpool Program to LAX employees
2. Reduce commute-related vehicle miles traveled to the airport consistent with the Airport & Terminal Modernization Project Environmental Impact Report (ATMP EIR)
3. Assist LAX Employers with meeting South Coast Air Quality Management District (SCAQMD) Rule 2202 goals
4. Support the Mobility and Transit initiatives of the Mayor's Executive Directive 25 and LA's Green New Deal
5. Contribute towards reducing greenhouse gas emissions to 40 percent below 1990 levels by 2030 as outlined in California State Assembly Bill 32, the Global Warming Solutions Act
6. Take single occupancy vehicles off the road, reduce emissions generated by employee commutes and help alleviate congestion on local roadways near LAX

### **PROGRAM GUIDELINES**

Participation in the carpool program is a benefit and is entirely voluntary. It is neither a condition nor requirement of employment.

Carpool members must live along a direct route to work, and 50% or more of the distance from each member's residence to their work location must be traveled together. The carpool arrangement must not significantly increase the total commute miles traveled.

Designated carpool spaces are available in each of the three employee lots. Carpoolers may only park in a designated carpool space on days that they carpool. Availability is on a first come first served basis and cannot be guaranteed. Any vehicle parked in a designated carpool space must display a carpool hang tag issued by commuteLAX.

Carpoolers who drive in alone must park in the regular employee lot spaces and may not use the designated carpool spaces.

Active carpool groups are entitled to purchase a parking pass at 50% off the employee parking monthly rate.

Only one parking pass will be active per group at a time. The other parking passes will be restricted to three trips per month. After the third use, the pass will be deactivated.



The Carpool Parking Pass may not be transferred to any person or vehicle not listed on the Carpool Application. If a Carpool Parking Pass is lost or stolen, commuteLAX and ABM, LAWA's Parking Operator, must be notified immediately. A replacement parking pass will be issued after the lost/stolen pass is deactivated.

Carpool groups must submit an online monthly trip report that reflects the number of days the group carpooled together. The online monthly trip report is due on the 1<sup>st</sup> of the month and is deemed late after the 5<sup>th</sup> of the month.

Carpool groups who fail to carpool at least 50% of their working days or fail to submit the monthly trip report will have their Carpool Parking Pass deactivated and will not have access to the employee lot until the reporting requirements are met and/or they submit a withdrawal notice.

When change(s) occur to a carpool, a new carpool application must be submitted to the commuteLAX Office within 15 days of the change(s). When a carpool group stops carpooling together, they must submit a withdrawal notice form to commuteLAX. Once the withdrawal notice is processed an email notification will be sent to participants previously under the withdrawn carpool group, and they can then reapply for parking passes through ABM's website.

LAX employees who are on the Vanpool Waiting Lists, or are occasional passengers in a vanpool, may remain in approved carpools until becoming permanent members of a vanpool. However, once an employee becomes a Vanpool Member, the carpool group must submit a new application reflecting the change in ridership.

Employers will receive a monthly listing of employees participating in the Carpool Program and will be asked to confirm active employment. If confirmation is not received, participation in the carpool program will be terminated.

Upon termination of employment, employees must return the parking pass to Parking Services, ABM or commuteLAX.

### PARTICIPANT RESPONSIBILITIES

Carpool Program Participants must:

- A. Designate a 'Captain' who will be responsible for submitting paperwork and communicating with the commuteLAX office in regards to the carpool.
- B. Submit an online monthly trip report due on the 1<sup>st</sup> of the month and no later than the 5<sup>th</sup> of the month (one per carpool).
- C. Be prompt for pickups, both in the morning and evening.
- D. Comply with reasonable requests from the driver or other passengers,
- E. Notify the commuteLAX Office of any Carpool Program violations by the driver or other passengers.
- F. Be responsible for the safekeeping of your own personal items. LAWA is not responsible for lost or stolen items.
- G. Notify the Carpool group of their intent to withdraw from the Program as soon as possible.



- H. Wear seat belts. Seat belts must be worn by drivers and passengers at all times while the car is in operation. The driver cannot transport more passengers than the number of seat belts available.

In addition, Drivers must:

- A. Operate the vehicle in a safe manner consistent with all the laws and regulations of the State of California and the City of Los Angeles, observing all speed limits and rules of safe driving (the use of cell phones and headphones is prohibited).
- B. Must be at least 21 years of age, have a current and unrestricted CA State Driver's license and have driven for at least five years.
- C. Have an active car insurance policy in place at all times, covering the vehicle being driven. A participant's vehicle may not be used during any lapse in their insurance policy.
- D. Never operate the vehicle while under the influence of drugs or alcohol. Alcoholic beverages and illegal drugs are not allowed in the car. Any violation will result in removal from the carpool program.
- E. In the past 10 years, have no convictions for reckless driving, speeding at 20+miles per hour over the speed limit, driving while under the influence of alcohol and/or drugs, driving while impaired, vehicular manslaughter, hit and run, leaving the scene of an accident, felony, concurrent violations of lane changing, and within the last 3 years not have been charged with more than two driving violations. In addition, anyone reporting a suspension or revocation of driver's license within the past five years may not participate in this program as a driver.

Participants must immediately report to the commuteLAX Office any incidents of reckless driving, speeding at 20+miles per hour over the speed limit, driving while under the influence of alcohol and/or drugs, driving while impaired, vehicular manslaughter, hit and run, leaving the scene of an accident, felony, lane change violations, or any other driving violation. In addition, drivers must report incidents where their driver's license is expired, suspended or revoked. During this time, they may not participate in this program as a driver. This rule applies even if the driver is not commuting at the time of the incident. Failure to properly report such violations may result in termination from the Carpool Program.

Since all members must comply with the Carpool Program Policy, a violation by one member may subject other carpool members to termination from the program. Fraud, waste, or abuse such as duplicated or reproduced permits which are considered forgeries may result in disciplinary action for all parties involved in their use. Any flagrant or repeated violation of the terms of the Carpool Program may cause parking privileges to be revoked permanently.

#### Guaranteed Ride Home

LAWA will provide a guaranteed ride home (GRH) through the Metro Guaranteed Ride Home (GRH) Program to active carpool participants in case of a personal or family emergency or **mandatory unscheduled** overtime. The GRH is limited to two reimbursements per year, and subject to Metro approval. Any additional rides home will not be reimbursed.

Carpool Participants seeking reimbursement must submit to the LAWA Rideshare Office the following documentation:

*(Revised February 27, 2023)*



- Metro GRH Reimbursement Claim Form (completed and signed)
- Original Trip Receipt (Uber/Lyft/Taxi, etc.)

### **ACCIDENTS, MOVING VIOLATIONS, AND PROPERTY DAMAGE**

LAWA will not be responsible for any fines or penalties levied for violation of the Motor Vehicle Code arising out of the operation of the carpool.

### **REPORTING**

LAWA will use each Carpool Program participant's round-trip miles submitted in the carpool group's application and the total trips reported in the monthly trip report from each carpool group to calculate the Carpool Program's total vehicle miles saved and emissions reduced. These savings and reductions will be reported as part of the Mitigation Monitoring and Reporting Program (MMRP) for the ATMP EIR as applicable, in the TMO Annual Report, which is presented to the Board, and posted on the commuteLAX website. These savings will also be reported in the Annual Sustainability Report.

### **INDEMNIFICATION**

Participants shall indemnify, defend, keep and hold City and any and all of its boards, commissioners, officers, directors, agents, employees, assigns and successors in interest (collectively, "City Agents") harmless from and against any and all actions, causes of action, allegations, claims, costs, damages, demands, expenses (including attorneys' fees and costs of litigation), fines, judgments, liabilities, liens, losses, or penalties of every kind and nature whatsoever (collectively, "**Claims**") arising out of (i) any injury or death to a person or damage to a person's property (including without limitation the property of Licensee, its respective agents) sustained in connection with the services provided, whether or not the conduct is compliant with the Carpool Policy, (ii) the entry upon, use or occupancy of the Airport or its facilities, or the performance of this Carpool Policy by, (iii) any acts or omissions of the Participants in connection with this Carpool Policy, whether or not the conduct is compliant with the Carpool Policy, and (iv) any default in the performance of Participant's obligations under this Carpool Policy. The foregoing defense and indemnification obligations of Participants shall apply to all Claims, whether or not contributed to by any act or omission of the City or any City Agents, provided, however, that such defense and indemnification obligations shall not apply to the proportion of any Claim finally adjudged to have been caused by the willful misconduct, fraud, or gross negligence of the City or any City Agent acting within the scope of their employment.

### **EXCEPTIONS**

Exceptions to this Agreement may be granted by commuteLAX, excluding items that are dictated by law, mandate, or City directives.