PLACER COUNTY TRANSPORTATION PLANNING AGENCY (PCTPA)

Emergency Ride Home Contract

WHEREAS, Placer County Transportation Planning Agency, hereinafter referred to as "PCTPA," has initiated an Emergency Ride Home Program, hereinafter referred to as "ERH Program", to encourage individuals who work in Placer County to use alternative modes of transportation while enjoying the security of available transportation in the event of an emergency as defined by program guidelines in Attachment A; and

WHEREAS, PCTPA encourages employers in Placer County to offer incentives such as the ERH Program; and

WHEREAS, employers in Placer County, hereinafter referred to as "Group Participants" may contract with PCTPA to provide ERH services for their employees; and

WHEREAS, PCTPA has contracted with Yellow Cab Company of Sacramento and Enterprise Rent-A-Car hereinafter referred to as "Vendors," to provide ERH program services to qualified, participating Group Participants and Individuals.

Now, therefore, the parties agree as follows:

A. RESPONSIBILITIES OF PCTPA

1. PCTPA will enter into contracts with Yellow Cab Company of Sacramento and Enterprise Rent-A-Car whereby the vendors have agreed to accept ERH Vouchers issued by PCTPA in exchange for providing ERH services to individuals.

2. PCTPA's contracts with the vendors shall require the vendors to indemnify and defend PCTPA, the group participants and participating individuals from any claims or losses arising from the vendors performance of the contract. PCTPA will also require the vendors to show evidence of insurance coverage.

3. PCTPA will pay 100% (one-hundred percent) of the costs of each eligible ERH taken by eligible individuals on an on-going basis until PCTPA's funds allocated for emergency rides are depleted or the contract is suspended or terminated or the program is discontinued by PCTPA. Eligibility is described in Attachment A.

4. PCTPA will provide marketing and educational materials to help group participants promote the ERH program and maximize its benefits to the group participants and their employees.

B. RESPONSIBILITIES OF THE GROUP PARTICIPANT

1. Accept a quantity of ERH Vouchers from PCTPA, which will be determined at PCTPA's sole discretion, and follow program guidelines in Attachment A.

2. Market the ERH program to its employees through its employee rideshare program, for which it registers participating employees.

3. Assign _____(Name)_____(Phone) as ERH Coordinator to act as a liaison to PCTPA and the individuals, and be responsible for carrying out duties outlined in this contract. Duties include distributing ERH Vouchers and ensuring that ERH vouchers are signed by authorized staff.

4. Group participant shall actively participate in the ERH program until PCTPA's funds allocated for emergency rides home are depleted or this contract is suspended or terminated, at which time the group participant will be notified in writing and thereafter will be solely responsible for the full cost of each ERH taken by their employees.

5. Group participant shall be responsible for 100% of the payment to vendors for any ERH taken by employees 30 (thirty) days or more after written notice has been mailed.

C. COSTS

1. PCTPA will pay 100% of the cost of each ERH taken until the funding for this program is depleted or, at its sole discretion, the subsidy is changed or cancelled. In the event funding for this program is exhausted, group participants will be given 30 (thirty) days written notice prior to cancellation of the program or any changes in the current subsidy level.

2. The rate for rental car ERHs will be determined by the fixed cost of $44.00, which includes a base car rental, plus damage waiver, supplemental liability protection, and personal accident insurance ($2.00) for one 24-hour car rental with unlimited mileage in the state of California.

3. The costs for taxi cab ERHs will be determined by the cost incurred for one-way trips of 20 miles or less.

4. These rates are subject to change, based on rate and cost changes in the agreements between PCTPA and vendors.

D. HOLD HARMLESS

Group Participant shall indemnify, defend and hold harmless the Placer County Transportation Planning Agency and their Board members, employees, officials, agents and any volunteers from any and all suits, claims or actions for any injury to persons or property (including to the Group Participant), or for any breach of this Contract, or for any violations of federal, state, or local laws or regulations that may occur, or that may be alleged to have occurred, arising from the performance of this Contract by the Group Participant or its officers, officials, employees, subcontractors or agents, except those claims or actions for which PCTPA has been found in a court of competent jurisdiction to be solely liable by reason of the active negligence or willful misconduct of PCTPA or its Board, officials, employees, agents and volunteers. This indemnification shall survive termination of the contract.

E. RECORDS

Group Participant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by PCTPA that relate to the performance of services under this contract for three years and shall allow PCTPA to inspect or audit those records at any time.

F. NOTICES

All notices, demands, requests or approvals from Group Participant to PCTPA shall be addressed to PCTPA at:

Placer County Transportation Planning Agency
Attention: TDM Program Manager
299 Nevada Street
Auburn, CA 95603

All notices, demands, requests or approvals from PCTPA to Group Participant shall be addressed at:

(Name of Liaison)_____
(Company Name)_____
(Company Address)_____
(City, State, Zip)_____
(Phone/email)_____

G. TERM
The term of this contract shall commence on _____, and shall continue indefinitely, unless the program is changed or canceled as set forth herein.

H. TERMINATION:
Both Group Participant and PCTPA (the Parties) shall each have the option, at their sole discretion and without cause, to terminate this contract by giving seven days prior notice to the other party as provided herein. Upon termination of this contract, each party shall pay to the party that portion of compensation specified in this contract that is earned and unpaid prior to the effective date of termination.

We, the undersigned, have read and agree to the aforementioned:

PLACER COUNTY TRANSPORTATION PLANNING AGENCY:

_____

Celia McAdam, Executive Director Date

GROUP PARTICIPANT:

_____

Name Title (Please print) Date

Attachment A

Emergency Ride Home Program Guidelines

WHO IS COVERED?

A. Employer Participation

Employers must be located in Placer County and offer an alternative commute ("Rideshare") program to their employees. Employers must register with PCTPA by returning a signed copy of the Emergency Ride Home (ERH) contract and assigning a named ERH Coordinator/liaison.

B. Employee Participation

Employees who receive ERH Vouchers must be registered participants in their employer's rideshare program by using alternative commute modes such as carpooling, vanpooling, walking, bicycling, or using public transportation to commute to work. Employees must have used a commute alternative on the day the ERH is used.

C. Valid Use

Examples of valid reasons for using the ERH include: sudden illnesses of self or immediate family members or carpool partner, home emergency, eldercare or daycare emergency, transit vehicle breakdown or no-show, theft of bicycle, or unscheduled overtime with supervisor approval and no advance notice.

Examples of destinations that would constitute a valid use of an ERH voucher would include: employee's home, hospital, daycare or eldercare facility, local transit station, or park-and-ride lot.

An ERH voucher may NOT be used for planned appointments, overtime with advance notice, business-related travel, job-related injuries and natural disasters.

HOW DOES IT WORK?

A. Using the Program

1. Employees needing to travel 1-20 miles away from the worksite may choose either Yellow Cab Company of Sacramento or Enterprise Car Rental, except for employees traveling to Yuba County/Marysville, who may use either Yellow Cab or Enterprise Rent Car Rental. See next page for details on using Yellow Cab. Special consideration will be made for longer cab rides for reasons that may include being too sick to drive or unable to rent a car due to after-hour emergencies.

2. Those needing to travel further than 20 miles away from the worksite must call Enterprise Rent-A-Car See next page for details on using Enterprise Rent-A-Car.

3. Individuals with physical disabilities who are covered by the ERH program and who are unable to use rental car may use Yellow Cab if the individual is able to move from a wheelchair into the taxi vehicle and the individual's wheelchair is able to be folded or collapsed to fit into the trunk of the taxi.

B. Program Procedures

1. **Taxi Cab Ride Option**:
   Call Yellow Cab at (916) 444-2222. The employee must give the cab driver a signed ERH Voucher before the ride is started, and the taxi ride must be 20 miles or less away from the work site. Those who reside in Yuba County/Marysville may use Yellow Cab as a flat fee has been established between PCTPA and Yellow Cab. Yellow Cab is required to bill PCTPA based on the Vouchers received. **Employees are not required to tip drivers**.

2. **Rental Car Option**:
   Call Enterprise Rent-A-Car at (800) 736-8222. Employees may use this option for any length trip in a mid-sized car within the state of California for a period of time **not to exceed 24 hours** and for a fixed cost not to exceed $44.00. Rental includes: free pick-up and delivery service, unlimited mileage, applicable taxes and insurance coverage (liability insurance, collision damage waiver, and supplemental liability protection and Personal Accident Insurance (PAI)).

   Employees' rental responsibilities are as follows:

   a. Employee will return the rental car with the gas tank at the same level as when they received the car (PCTPA will not pay for re-fueling the vehicle).

   b. Each employee must give the rental car agent a signed ERH Voucher as alternative payment method.

   c. Employees using the rental car option must act on their own accord, and sign a standard rental agreement with Enterprise Rent-A-Car at the time of the rental, show a valid driver's license, provide valid proof of automobile insurance (provider and policy number), and provide a personal credit card number for collateral before the car is taken.

   d. The employee is responsible for all costs and liabilities incurred after the 24 hour rental period covered under this program.

.

Emergency Ride Home Program Voucher

Name: _____ Company: _____
Work Address/City:_____ Phone: ( )_____
Home Address/City:_____
Home Phone: ( )_____ Email address at work:_____

1. What alternative mode of transportation did you use to get to work today?
   ___ Carpool (driver) ___ Carpool (passenger) ___Vanpool ___Bike ___Walk ___Transit/Train

2. Briefly explain the reason for the emergency need:_____

3. Do you need to go to any location other than home? _____Yes _____No
   If yes, what is the location:_____
   Why?_____

See reverse side of voucher for Guaranteed Ride Home program user guidelines.

I understand the guidelines of the Emergency Ride Home program and qualify because I travel to and from work by carpool, vanpool, bus or light rail, bicycle or walking according to PCTPA's guidelines. I, on behalf of my heirs, successors, or assigns, hereby release and hold harmless my employer, PCTPA and/or the Emergency Ride Home program from any liability, claims and demands of any kind whatsoever, including but not limited to, any liability for personal injury including death, loss, theft, or damage to my personal property, loss of income, consequential damages resulting from delays or absence of a cab or rental car or termination of this program. Furthermore, I understand that if I use this program incorrectly, I agree to reimburse the transportation expenses and be restricted from using this program again.

Employee signature: _____ Date: _____

ETC/Authorized Staff signature: _____ Title: _____

Employee and Transportation Coordinator/Authorized Staff must sign voucher before presenting to Taxi Driver or Rental Agent.

- **Taxi** (Yellow Cab Account #313737): If your ride will be 20 miles or less, OR if you are too ill to drive, please call Yellow Cab at (916) 444-2222. Give this voucher to the taxi driver; it pays for the ride and a 10% tip. Taxi service provides for the trip to your emergency destination with no more than a ten-minute stop if needed at the school or day care.

TO BE COMPLETED BY TAXI DRIVER

Date: _____ **Time:** _____ **Trip Origin:** _____
Trip Destination: _____ **Total Miles:**_____
Metered Fare: _____ **Driver's signature:**_____

- **Enterprise Car Rental** (Account #L30C002): For a ride more than 20 miles, call Enterprise Rent-A-Car at 1-800-736-8222 before 6 p.m. The Emergency Ride Home program provides worksite pickup and delivery. The car must be returned within 24 hours, with the fuel level the same as when you rented it. Enterprise requires you to show a valid driver's license, provide proof of insurance, and a personal credit card number as collateral. You must sign a standard rental agreement before taking the car.

TO BE COMPLETED BY RENTAL AGENT

Date: _____ **Time:** _____ **Trip Origin:** _____
Trip Destination: _____ **Rental Charge ($44 flat rate):** _____

Agent's signature: _____

FOR PAYMENT PROCESSING BILL TO:
Placer County Transportation Planning Agency (PCTPA)
ATTN: Solvi Sabol
299 Nevada Street
Auburn, CA 95603

FOR QUESTIONS, CONTACT:
Solvi Sabol
TDM Manager
530.823.4029
ssabol@pctpa.net

VOID

Emergency Ride Home Program User Guidelines

1. You must be a registered participant in your employer's rideshare program.
2. You must have used alternative transportation (bicycling, walking, carpool, vanpool or transit) on the day of the emergency.

You may use the Emergency Ride Home Program for the following reasons:

- an immediate family member has an emergency;
- a serious problem arises at your child's school or daycare;
- fire or burglary damages your home;
- you are sick and can't wait for your normal ride home;
- your carpool or vanpool partner has an emergency and you have no way to get home;
- unscheduled, supervisor-approved overtime without advance notice.

The Emergency Ride Home program may **NOT** be used for:

- personal errands; business travel;
- job-related injuries;
- natural disasters;
- medical or dental appointments;
- missed ride home (vanpool, bus);
- any other reason deemed invalid by the program administrator

Employee: Please complete information at top of voucher and sign voucher, then have employee Transportation Coordinator (or authorized representative) sign voucher before giving voucher to Yellow Cab driver or Enterprise Rent-A-Car agent. (Driver or agent will return voucher, with invoice, to PCTPA.)

Employee and Transportation Coordinator information on voucher must be completed prior to receiving ride.

For questions, call PCTPA at (530) 823-4029.

VOID