

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”, 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 or property managers representing 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 and Enterprise Rent-A-Car hereinafter referred to as “Vendors,” to provide ERH program services to employees of qualified, participating Group Participants who participate in the sacregioncommuterclub.com website hereinafter referred to as “Employee Participants”.

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 through the sacregioncommuterclub.com website in exchange for providing ERH services to employee participants.
2. PCTPA shall require the vendors to indemnify and defend PCTPA, the group participants and employee participants 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 and/or the City of Roseville will activate the ERH function for group participant in the sacregioncommuterclub.org website. Once activated, those employee participants of the group participant will be permitted to download an ERH Voucher through the sacregioncommuterclub.com website if a valid emergency ride home is needed.
4. PCTPA will pay 100% (one-hundred percent) of the costs of each eligible ERH taken by eligible employee participants on an on-going basis until PCTPA 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.
5. 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 employee participants.

B. Responsibilities of Group Participant

1. Market the ERH program to its employees.
2. Group participant acknowledges that in order for one of their employees to utilize the ERH program, the employee must be using alternative transportation a minimum of 20% of their commute trips. Alternative transportation is defined as any commute mode other than driving alone. The employee must also have registered in the sacregioncommuterclub.com website.
3. Assign (name) _____ as ERH Coordinator to act as a liaison to PCTPA and/or the City of Roseville as well as act as a contact for the employee participant and be responsible for carrying out duties outlined in this contract.
4. Group participant shall participate in the ERH program until PCTPA's funds allocated for ERH are depleted or this contract is suspended or terminated, at which time the group participant will be notified in writing.

C. Costs

1. PCTPA will pay 100% of the cost of each ERH taken until funding for this program is depleted, the program is changed or cancelled, or there was abuse or misuse by the employee participant. In the event funding for this program is exhausted or the program and/or subsidy has been changed or cancelled, or there is abuse or misuse by an employee participant, 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 costs for taxi cab ERHs will be determined by the cost incurred for one-way trips of 21 miles or less.
3. The cost for rental car ERHs which is used for one-way trips of more than 21 miles will be determined by a fixed cost based on a base rental car plus damage waiver, supplemental liability protection, and personal accident insurance for one 24 hour car rental with unlimited mileage in the state of California. Employee participant may be required to provide a credit card to secure the rental car service.
4. 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. Notices

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

Placer County Transportation Planning Agency
Attention: Associate Planner, Alternative Transportation Program
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: _____

City, State, Zip: _____

Mailing Address: _____

Phone/email: _____

Names and address of worksite(s) applicable to this ERH Contract (if different from above):

| Name(s) of Worksite(s): | Address(es) of Worksite(s): |
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F. Term

The term of this contract shall commence upon full execution of this contract, and shall continue indefinitely unless the program is changed or canceled as set forth herein.

G. 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.

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

PLACER COUNTY TRANSPORTATION PLANNING AGENCY:

Celia McAdam, AICP, Executive Director Date

GROUP PARTICIPANT:

Name Title (Please print) Date

Emergency Ride Home Program Guidelines

Who is eligible?

- A. Employer: Employers must be located in Placer County, have a signed Emergency Ride Home (ERH) contract in place, have a designated Employee Transportation Coordinator (ETC) who will act as coordinator/liaison for the ERH program, and have an active account in the sacregioncommuterclub.com website.
- B. Employee: Employee participants who work for an employer who has a signed ERH program in place (see above). Employee must be a registered participant in the sacregioncommuterclub.com website and be using alternative transportation a minimum of 20% of their commute trips. Alternative transportation is defined as any commute mode other than driving alone.

How does it work?

- A. Employee participant would log on to the sacregioncommuterclub.com website. They would click the Emergency Ride Home button and click "Download Voucher". They must acknowledge the terms of the program and agree to complete a post-usage survey. They must verify and confirm the information is correct.
- C. Depending on their distance from work to home they will be provided either a voucher from Enterprise Rent-a-Car (more than 21 miles from home) or a voucher from Yellow Cab (21 miles or less from home).
- D. The number for Enterprise or Yellow Cab (depending on distance from work to home) will be included on the voucher and the employee must call to receive their ride home within five (5) hours of the time stamped on the bottom of the voucher. This voucher is dated and numbered and unique to the employee requesting the voucher.
- E. PCTPA and the ETC will receive notification via email that an ERH was requested and the employee participant who requested it. PCTPA will be billed for this ERH and pay vendor accordingly.

What's a valid emergency and where can I go?

- A. 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, daycare or school emergency, transit vehicle breakdown or no-show, theft of bicycle, or unscheduled overtime with supervisor approval and no advance notice.

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

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