

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

834



FROM: Human Resources Department

SUBMITTAL DATE:
March 19, 2007

SUBJECT: 1. Amendment to Board Policy K-2: County Vehicle Program. 2. Enter into a Memorandum of Understanding (MOU) with Riverside County Transportation Commission (RCTC) for the participation of RCTC employees in the County Vehicle Program

RECOMMENDED MOTION: That the Board approve the proposed amendments (shown on Attachment A) to Board Policy K-2, and approve the proposed MOU (shown on Attachment B) for the participation of RCTC employees in the County Vehicle Program.

BACKGROUND: The County Vehicle Program was first authorized by the Board in January 1991 for the purpose of reducing traffic congestion and improving air quality in the County. The County Vehicle Program authorizes the use of County vehicles by participants in a "Rideshare Program" as part of the County's compliance with the South Coast Air Quality Management District requirements. The proposed amendment to the Board Policy K-2 will allow employees of other entities to participate in the County Vehicle Program by entering into a Memorandum of Understanding with the County. Participation by employees of non-County entities will expand the County Vehicle Program thereby further improving the County's traffic conditions and air quality. The terms of the MOU specify that there will be no cost to the County for the expansion of the County Vehicle program. Participation fees and insurance costs are to be covered by the participating entity.

(Continued on Page 2.)


Ronald W. Komers
Asst. County Executive Officer/Human Resources Dir.

FINANCIAL DATA	Current F.Y. Total Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	N/A	For Fiscal Year:	2006-2007

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature



MAR 20 2007
 BY *AK*
 Departmental Concurrence

Pollicy
 Pollicy
 Consent
 Consent

Dept's Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: | District: | Agenda Number:

3.25

Background Continued.

RCTC employees are currently allowed to participate in the County Vehicle Program as "riders" only. The amendment of Board Policy K-2 and the completion of an MOU will convey to RCTC employees additional benefits and duties of the rideshare program, including driving privileges.

If approved by the Board the MOU will be transmitted to RCTC for their concurrence.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:	<u>Policy Number</u>	<u>Page</u>
County Vehicle Program	K-2	1 of 1

Policy:

It is the policy of the Board of Supervisors to support a Rideshare Program, which includes utilizing County vehicles for regular full time County employees, or with employees of any other public entity with which the County has entered into a Memorandum of Understanding for participation in the County Vehicle Program. County owned vehicles will be used as availability permits.

The passenger fares will be determined by the Rideshare Office in collaboration with Fleet Services and are subject to change as deemed necessary. Every effort will be made to ensure that the vehicles will operate at a 100% cost recovery. Fares will be established based on a vehicle's daily round-trip commute mileage. All passengers will pay the same fare. The fares will be collected via automatic payroll deductions for County employees, and by monthly warrant for non-County employees.

Department availability of County vehicles for use in this program will be determined by the County department head or his/her designee in collaboration with the Rideshare Office. Additionally, County vehicles may be withdrawn from the program as requested by the County department head or designee providing a minimum two week notice.

Authorization forms must be completed and signed by each participant prior to riding in the vehicle.

Final selection of participants in the County Vehicle Program will be based on factors such as vehicle routing and will be determined by the Rideshare Office.

Reference:

- Minute Order 3.30 dated 1/8/91
- Minute Order 3.21 dated 1/19/99
- Minute Order

MEMORANDAM OF UNDERSTANDING (MOU)
BETWEEN
THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC)
AND
THE COUNTY OF RIVERSIDE

BACKGROUND

WHEREAS the County of Riverside, a political subdivision of the State of California, (herein referred to as "County") operates a Vehicle Program to allow County employees and other participants (all of which are referred to herein as Participants) a method of commuting to and from work that is more fuel efficient, reduces total vehicle emissions and cuts commuting costs.

WHEREAS the Riverside County Transportation Commission (RCTC), doing business on the premises of the County Administrative Center, 4080 Lemon Street, in the City of Riverside, desires to have their employees participate in the County's Vehicle Program.

WHEREAS the County and RCTC agree that RCTC's participation in the County Vehicle Program will increase energy conservation and reduce pollution in Riverside County.

THEREFORE the County and RCTC agree, subject to the provisions contained herein, to allow RCTC employees to participate in the County Vehicle Program.

TERMS AND CONDITIONS

1. Term of MOU

This MOU shall begin on March 27, 2007, and continue until cancelled in writing by either party.

2. Duties of RCTC

- A. RCTC agrees to require, as a condition of their employee's participation, that their employees will conform to all participation requirements set forth by the County's Vehicle Program.

- B. RCTC is responsible for the timely payment of all participation fees and other costs assessed for the participation of each RCTC employee by the County Vehicle Program. RCTC shall provide such payment of all moneys due no later than once per month.
- C. The County's Vehicle Program requires each employee driver be part of the 'California Department of Motor Vehicles Information Services Branch, Government Employer Pull Notice Program' (Pull Notice Program). This program allows the County to be notified if a Participant driver loses his or her driver's license for any reason. RCTC agrees that if the County is unable to include RCTC Participant drivers in the County's Pull Notice Program that RCTC will institute their own Pull Notice Program and provide the County's Rideshare Office with all information received concerning RCTC driver Participants.
- D. RCTC agrees to authorize and instruct their Participant drivers to attend the County's Drivers Training during working hours and RCTC agrees to pay the standard County fees for such training.
- E. Participating RCTC employees shall be covered, where applicable under law, by RCTC's Workers' Compensation coverage and RCTC agrees, as respects claims arising from this MOU, to endorse their Workers' Compensation policy to waive subrogation in favor of The County of Riverside, and, to provide the County a Borrowed Servant/Alternate Employer Endorsement.
- F. RCTC agrees to be liable for and to provide appropriate insurance to cover liability arising from the actions of RCTC employees participating in the County's Vehicle Program. RCTC shall indemnify and hold harmless the County for any liability arising from the actions of an RCTC Participant.
- G. RCTC understands and agrees that the County may elect to terminate any individual's participation in the program, if in the opinion of the County Vehicle Program administrator the individual's behavior is unacceptable or unsafe.

3. Duties of the County

- A. The County agrees to allow RCTC employees to participate in the County's Vehicle Program. Such participation will provide all the benefits and duties to RCTC employees as are provided for, and required of, County employees, EXCEPT THAT the County Vehicle Program will not provide those benefits to RCTC employees that

are provided under the RCTC Rideshare program such as: Guaranteed Ride Home, free parking pass, and other participation incentive programs.

- B. The County's Human Resources Department Rideshare Division shall coordinate with the appropriate RCTC staff to inform RCTC employees of their eligibility and the requirements for participation in the program including costs and other conditions.
- C. The County's Vehicle Program administrator will coordinate any required County drivers training classes for RCTC driver Participants.
- D. The County agrees to indemnify and hold harmless RCTC for claims arising out of the operation of the County Vehicle Program; however such indemnification shall not apply to claims arising from the actions of an RCTC Participant as described in 2. F. above.

4. Alteration of Terms

No addition to, or alteration of, the terms of this MOU, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this MOU which is formally approved and executed by all parties.

5. Assignment or Extension of Benefits

The rights of participation in the County Vehicle Program are meant for the exclusive use of RCTC employees and may not be extended by RCTC to employees of any other organization.

6. Confidentiality

All personal information about RCTC employees received by the County (such as DMV reports) will be treated by the County with the same standards for confidentiality as we would treat County employee data.

7. Contacts

All official correspondence related to this MOU shall be sent to the following:

County:

County of Riverside
Human Resources Dept.
4080 Lemon Street, 7th Floor
Riverside, CA 92501

RCTC:

Riverside County Transportation Commission
RCTC Executive Office
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Date: _____

Date: _____

By: _____

By: _____

Approve as to Form:

FORM APPROVED COUNTY COUNSEL

MAR 20 2007

BY *[Signature]*

County Counsel