

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

316



FROM: Human Resources Department

SUBMITTAL DATE:
April 16, 2007

SUBJECT: 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: Approve the attached MOU for the participation of RCTC employees in the County Vehicle Program.

BACKGROUND: On March 27, 2007, the Board of Supervisors approved an amendment to Board Policy K-2, allowing employees of other public entities with which the County had entered into an MOU to participate in the County Vehicle Program. The Board also approved a proposed MOU with RCTC for participation in the County Vehicle Program. 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.

On April 11, 2007 the RCTC Executive Committee approved a revised MOU. The proposed MOU has been revised to reflect, among other items, that RCTC agrees to purchase automobile liability insurance in the amount of \$5 million to cover liability for the acts and omissions of RCTC participants while driving under the program. 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 are to be covered by the participating entity.

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

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ None	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

APR 17 2007
 BY *[Signature]*
 Department of Human Resources

Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

MEMORANDUM 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 May 1, 2007, and continue until cancelled in writing by either party.

2. Duties of RCTC

A. RCTC may offer its employees the opportunity to participate in the County Vehicle Program. RCTC agrees to require, as a condition of their employees' participation, that its employees will conform to all participation requirements set forth by the County's Vehicle Program. Those RCTC employees participating in the program shall be referred to herein as "RCTC participants."

- B. RCTC is responsible for the timely payment of all participation fees and other costs assessed for the participation of each RCTC participant 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 to 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 an RCTC participant who is a driver in the program 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 take reasonable steps to institute its own Pull Notice Program and provide the County's Rideshare Office with all information received concerning RCTC driver participants. In the event that RCTC does not institute its own Pull Notice Program within 60 days, RCTC's participants shall not be permitted to be drivers in the program.
- D. RCTC agrees to authorize and instruct RCTC participants who are drivers in the program to attend the County's drivers training during working hours, and RCTC agrees to pay the standard County fees for such training. RCTC participants who are drivers in the program will participate in the training programs prior to participating in the County Vehicle Program.
- E. RCTC participants 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 purchase automobile liability insurance in the amount of \$5 million to cover liability for the acts or omissions of RCTC participants while driving under the program. The County shall be named as an additional insured on such insurance policy. RCTC shall, only to the extent proceeds are available from such insurance policy, indemnify and hold harmless the County for claims arising out of acts and omissions of RCTC participants while driving under the program.
- 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. The County shall promptly provide written notice of such termination to RCTC and the affected RCTC participant.

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

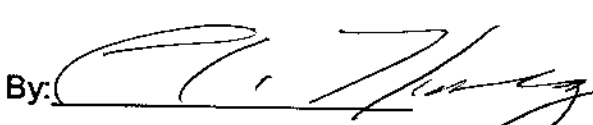
RCTC:

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

Date: 4/17/07

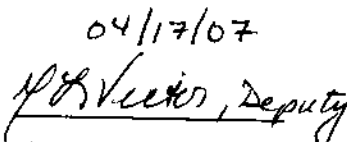
Date: 4/16/2007

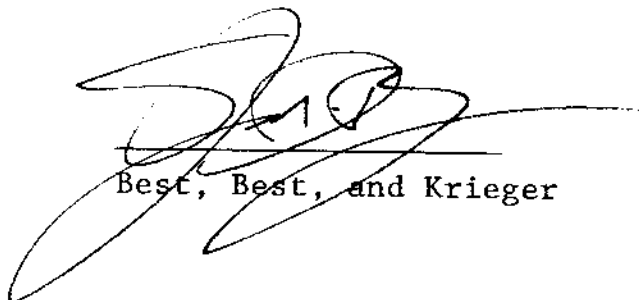
By: 

By: 
Eric Haley
Executive Director

Approved as to Form:

Approved as to Form:

04/17/07

County Counsel


Best, Best, and Krieger

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