

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



ITEM
3.26
(ID # 6916)

MEETING DATE:
Tuesday, July 17, 2018

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Agreement with the Superior Court of the State of California, County of Riverside ("Court") for County Vehicle participation within the County Rideshare Program, All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the revised Agreement with the Superior Court of the State of California, County of Riverside for their employees to participate in the County of Riverside's County Vehicle Program.

ACTION: Policy


Michael Bowers, Interim HR Director 6/14/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: July 17, 2018
xc: H.R.

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On January 30, 2018, Item Number 3.12, the Board approved an Agreement with the Superior Courts allowing Court employees to participate in the County of Riverside's County Vehicle Program. Since that time, the liability language has been clarified, and a clause added to state that the Courts are self-insured for the purposes of addressing all lines of insurance coverage required in the agreement. This clarification and addition has been approved by all parties. Due to this addition, the Agreement is before your Board again for approval.

On March 27, 2007, the Board of Supervisors approved an amendment to Board Policy K-2, allowing employees of other public entities to participate in the Rideshare Program's County Vehicle Program through a Memorandum of Understanding. The County Vehicle Program authorizes the use of County Vehicles by participants enrolled with Commuter Services' "Rideshare Program" as part of the County's compliance with the South Coast Air Quality Management District.

Continued participation by employees of non-County entities will expand the County Vehicle Program. This provides the County of Riverside several benefits which include, 1) further improving the County's traffic conditions and air quality, 2) providing the County Vehicle Program with additional revenue to off-set the ever increasing costs associated with administering this program, and 3) providing this service to the employees of another public agency demonstrates a commitment in public partnership and reflects the desire to work together towards the common goal of improving air quality in our communities.

The benefit to Superior Courts is this arrangement allows their employees another option to driving alone or carpooling by increasing the number of commute options for their employees, which improves the average vehicle ridership for their employees.

Impact on Residents and Businesses

The agreement between the County and Superior Court will have no impact on residents or businesses.

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

Additional Fiscal Information

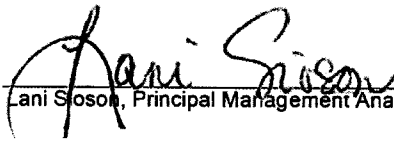
The terms of the agreement between the County and Superior Court specify that there will be no cost to the County for the expansion of the County Vehicle Program to include Superior Court. Participation fees and insurance costs are to be covered by the participating entity.

ATTACHMENTS:

ATTACHMENT A **Agreement between Superior Court of the State of California and County of Riverside Concerning Participation in the County Vehicle Program**

ATTACHMENT B **Board Policy K-2: County Vehicle Program**

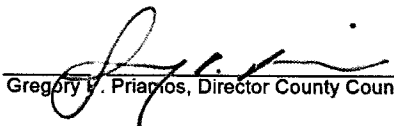
ATTACHMENT C **County Vehicle Program Participant Policy - 2018**



Lani Sison, Principal Management Analyst 7/9/2018



Teresa Summers, Director of Purchasing 6/18/2018



Gregory V. Prietos, Director County Counsel 6/28/2018

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<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 utilizing County vehicles for regular full time County employees, or the employees of any other entity with which the County has entered into a Memorandum of Understanding for participation in the County Vehicle Program. County Fleet Services 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 within a vehicle 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 vehicles for use in this program will be determined by the department head or designee in collaboration with the Rideshare Office. Additionally, County department 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 of 01/08/91
- Minute Order 3.21 of 01/19/99
- Minute Order 3.25 of 03/27/07
- Minute Order 3.4 of 12/18/07



COUNTY VEHICLE PROGRAM PARTICIPANT POLICY – 2018

It is the policy of the Board of Supervisors to support a Rideshare Program 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.

The passenger fares will be determined by Commuter Services 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 and 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.

County department owned vehicles will be used as availability permits. 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 Commuter Services. Additionally, County department vehicles may be withdrawn from the program as requested by the County department head or designee providing a minimum two week notice. If you are in a Department Vehicle, please refer to the 2018 Department Vehicle Policy.

ESTABLISHING AND MAINTAINING A RIDESHARE COUNTY VEHICLE

Due to the increased number of requests to obtain a County Vehicle, Commuter Services consistently experiences a shortage of County vehicles. It is necessary to limit the number of groups utilizing a County vehicle with less than four (4) participants. The goal of the County Vehicle Program is to reduce the total number of vehicles trips and as a result the best method of making sure each vehicle is being used to its full advantage is to only allow groups with a minimum of four participants.

- A Commuter Services County vehicle is established with a minimum of four (4) participants in a group. No exceptions will be made to this rule in a County vehicle provided by Fleet Services. The ONLY exception is if the vehicle in question is a department owned vehicle and the department head requests and approves use with less than four (4) participants.
- Should participation decrease to three (3) participants, Commuter Services will allow the group to continue utilizing the County vehicle for no more than TWO (2) pay periods. The first pay period is covered by the departing participant's double deduction, and the second pay period deduction will be increased to split the cost of the vacant seat to ensure that costs are recovered for the County vehicle. If the group is unable to find a fourth participant, the group will be disbanded due to low ridership. The group may complete the paperwork to be placed back on the waiting list once a fourth (4) person is recruited. Be advised that it is the group's responsibility to stay on top of their group's participation and be proactive in communicating with Commuter Services about recruitment efforts.
- All current County vehicle groups with three (3) people prior to January 1, 2012 will continue to be grandfathered. However, once participation reaches four participants, all participants understand that the new rule above will be put into effect.

COMMUTER SERVICES COUNTY VEHICLE PROGRAM RESPONSIBILITIES

- Market the County Vehicle Program as a mode of commuter transportation that curbs air pollution, reduces traffic congestion, and ensure the County's compliance with the Employee Commute Reduction Program.
- To ensure that the vehicles will operate at a 100% cost recovery, and collect fares and/or make payroll adjustments via automatic payroll deductions for County employees and by monthly warrant for non-County employees.

- Ensure timely termination of automatic payroll deduction for participants leaving the County Vehicle Program.
- Ensure timely dissemination and collection of required registration documents for all new starts.
- Manage the fleet of vehicles by rotating vehicles when appropriate.
- Maintain a list of available vehicles, and a “waiting list” of employees requesting a vehicle for participation.
- Determine placement of vehicles that will best serve the County Vehicle Program, and the Departments that allow use of their vehicles for commuting purposes.
- Verify driver eligibility by requesting a Department of Motor Vehicle Pull Notice.
- Ensure participant compliance with the County Vehicle Program Participant Policy.
- Make the final judgment to remove an individual from a Rideshare County Vehicle, or disband the entire group.
- Work in conjunction with department heads to provide administrative and recruitment support for department provided vehicles.
- Ensure all participants have taken or are scheduled to take the County Driver Training course if they have not done so already.

COUNTY VEHICLE CAPTAIN RESPONSIBILITIES

- Serves as the main point of contact between Commuter Services and the County Vehicle group.
- Disseminates correspondence from Commuter Services to all participants of their respective County Vehicle. This includes all applicable logs (mileage logs and individual trip logs to other participants in the group, etc.).
- Ensure the mileage and individual trip logs are submitted to Commuter Services in a timely basis, or ensure that another participant in the County Vehicle is delegated and Commuter Services is suitably informed of delegation.
- Remind participants of their respective County Vehicle that they are required to take initiative in the above responsibilities in the event the Captain is not available.
- If the current Captain is unable to adhere to these responsibilities, Commuter Services may request that the task should go to another participant.

COUNTY VEHICLE PROGRAM PARTICIPANT UNDERSTANDING OF RESPONSIBILITIES

Participants of the County Vehicle Program are required to abide by the following terms and conditions. Participants must keep a copy of the County Vehicle Program Participant Policy in the vehicle. Participants are required to submit acknowledgement of this policy to Commuter Services. Participants who fail to submit an acknowledgement of this policy will not be permitted to participate in the County Vehicle Program.

Commute Valuation Rule:

Beginning January 2014, individual trip logs will be available in electronic format. Contact County Vehicle Coordinator for link to electronic trip log (e-log).

According to the Internal Revenue Service (IRS), the use of County vehicles for commuting purposes has been deemed a taxable benefit to employees. As a result, it is necessary to tax employees on this benefit if the value of the trips exceeds the fare amount paid by the employee. Failure to abide by the IRS regulations could very well cause significant financial consequences not only to the County, but to you as a participant in the County Vehicle Program.

Each participant in each group will be required to complete a personal individual trip log which clearly defines the number of individual trips a participant travels each month. Be advised that completion of the individual trip log is **NOT** an option, it is **MANDATORY**. **Individual trip logs are due to Commuter Services by the 5th of each month** so that the County Vehicle Program coordinator can process and submit to ACO Payroll no later than the 10th of each month.

Under the IRS' commuting valuation rule, each one-way personal trip is valued at \$1.50 of imputed taxable income for most County Vehicle groups. Other County Vehicle groups may have to assume an annual lease value rule based on employee status.

The total value of the trips is then calculated against the monthly fare paid by each participant. If the value of the trips is less than the amount paid by the participant each month, then no tax will be imputed. If the value of the trips is more than the amount paid by each participant, then the amount will be reflected as earnings to be taxed on the participant's paycheck.

Please see ACO Standard Practice Manual #222 for more information on taxation. Any questions on taxation should be directed to ACO Payroll.

PARTICIPATION

Each participant understands that the County Vehicle Program is a benefit for employees but certain departments have restrictions to deviating schedules. All participants requiring a deviation in schedule in order to join a County Vehicle will require supervisory or managerial approval. Be advised that departments are NOT required to deviate schedules for employees; departmental needs ALWAYS come first.

OPERATION

The Rideshare County Vehicle assigned to a group is to be used only for commuting to and from work. **Under NO circumstance is the vehicle to be used for work related business, breakfast, lunch, appointments, meetings or any kind of personal business.**

If a Department Vehicle is being used, that vehicle may be rented by that Department's employees for approved County business through the Department's Vehicle Control Coordinator, and will be required to be maintained at the worksite each business day.

County vehicles are to be used Monday through Friday only, **NO EXCEPTIONS**. If a participant's normal workday Monday through Friday falls on a County holiday, use of the vehicle may be authorized with prior approval from Commuter Services.

- Commuter Services reminds all participants that the County vehicle is a "rolling" representation of the County of Riverside. This means the public watches what we do and how we drive, so keep this in mind whenever in a County vehicle.
- County vehicles must be parked in a secure location such as a driveway of a private residence, County gated facility, or other location approved by Commuter Services and Fleet Services.
- The purpose of the County Vehicle Group Agreement and Schedule is to detail the specified pick-up locations, and arrival and departure times. Any changes will require the group to complete and execute an updated County Vehicle Group Agreement & Schedule. It is the **group's** responsibility to provide timely updated Group Agreements to Commuter Services.
 - By signing the County Vehicle Program Group Agreement and Schedule, participants acknowledge that failure to arrive at the agreed upon time and designated location may result in members being left behind. Consequently, continued failure to abide by the group agreement may result in termination of participation in the County Vehicle Program at the discretion of Commuter Services.
- Participants of each County Vehicle group **MUST** reach an agreement on how the driving responsibility

will be rotated among authorized drivers.

- Commuter Services expects that each participant in the County vehicle contribute to the responsibility of driving. However, if the group as a whole agrees to an alternative arrangement in order to make an accommodation for a particular rider, then Commuter Services will support the group's decision provided ALL members agree to the arrangement. *The County Vehicle Coordinator must be notified via email of the alternative arrangement so that it can be properly documented in the group's general file.*
- The group is REQUIRED to discuss all special events (for example, election day, holidays, etc) with the group PRIOR to the special event. In the event a participant is interested in or could potentially be leaving early for a special event, they must not assume the group will be allowed to leave early to accommodate their personal request. This will be prohibited and be strictly enforced. The individual should drive themselves in if they feel they may or will be leaving early, and Guaranteed Rides Home will not be provided for this reason. All participants understand that the County Vehicle is not their personal property, and is required to be at the workplace for the entire work day.
- Participants must notify the driver or other riders in advance when not riding in the vehicle due to personal schedule conflicts such as vacation, business travel, and other scheduling problems.
- All participants must receive approval from Commuter Services before they begin ridesharing in a County vehicle. Participants may begin utilizing a County Vehicle on the 1st and 16th of each month. In the event the 1st and 16th falls on a holiday or weekend, the participant will begin participation on the next business day.
 - In the event a deduction is not received by Commuter Services by a particular participant (examples include leave of absence, exhausted leave balances, timesheets not turned in, AWOP, etc.), it is up to that participant to contact Commuter Services within one pay period to make arrangements to reissue those missing funds in another manner in order to keep that seat.
 - Commuter Services will notify the Captain within that first pay period that a possible participation change may impact the group due to non-payment of a seat.
 - In the event two pay periods lapse without appropriate pay period deduction being taken, automatic termination from the County Vehicle Program for that individual will be processed due to non-payment of that seat and if the group is unable to recruit a 4th person in the event participation drops below 4 participants, arrangements may be made to disband the vehicle due to low ridership.
- Non-County employees are not authorized to drive or ride in the County vehicle until officially assigned to the County Vehicle Program. Officially assigned is defined as "entered into a Memorandum of Understanding (MOU)." Depending on the terms of the Memorandum of Understanding (MOU), non-County employees may participate as riders and/or drivers. *Refer to the MOU for clarification.*
- The General Form 30 (Authorization to Drive) that employees complete during their pre-employment process does **not** pertain to driving approval for commuting purposes.
- **Safety Office Required Driver Training Class: All County Vehicle participants must take the Driver Training course through the Safety Office.**
 - Once a new participant joins a County vehicle and their DMV driver record has been received by Commuter Services with no outstanding issues, authorization to drive, refuel and rent vehicles will be given those who **have** completed the County required Driver Training class.
 - **For those participants who have not taken the Driver Training class, temporary authorization to drive will be given for a period of six (6) weeks.**
 - Once the employee is notified that this course is required, it is the employee's responsibility to schedule the class. There is no cost for this class for County employees; however a \$25 charge will be incurred by Commuter Services for the employee's failure to show up. This cost will be charged back to the employee's department.

- Once this class has been completed and verified by email notification, authorization to drive, rent and refuel will be granted.
- Failure for a participant to take this County Vehicle required class by the date required will result in suspended driving authorization until the class is taken, and Guaranteed Rides Home will be authorized only by taxi service.
- Drivers of a Rideshare County Vehicle must abide by all traffic laws, and must operate the County vehicle in a safe manner as defined by the California DMV.
- Reports to Commuter Services of unsafe and reckless driving in a County vehicle may result in termination of participation in the County Vehicle Program. Depending on the severity of the action, be advised that Human Resources Service Team(s) may be notified of offense and formal disciplinary action may be issued which could affect a participant's employment.
- Commuter Services receives DMV updates when traffic violations have occurred. Depending on the violation and occurrences, suspension of the participant's rideshare driving privilege may be warranted.
- Provide verbal or written notification to Commuter Services in the event participation must be terminated.
 - Written or electronic notification must be given **at least** two weeks in advance of effective termination date. Termination effective dates are the 15th and last day of the month. Failure to provide two weeks notice will result in a Rideshare pay period deduction. *Commuter Services, at its discretion, may grant exceptions to the two week notification requirement for employees who have experienced unforeseen events such as transfers or termination from the County of Riverside.*
 - Under no circumstances will requests to temporarily terminate payroll deduction be processed.
- In the event a participant is required to terminate participation in the County Vehicle Program due to non-compliance with the County Vehicle Program Participant Policy, he or she will not be allowed to participate for a period of no less than 60 days from date of termination, **or another period of time as determined by Commuter Services.**

MILEAGE, REPAIR, AND MAINTENANCE

- Commuter Services requires all County Vehicle Groups to scan a monthly mileage log to Commuter Services by the 5th of each month for the previous month. The mileage log must be completed daily. It is the responsibility of **every** member to be sure the completed mileage log is submitted to Commuter Services.
 - Due to the numerous amounts of fax errors that are received most months, all groups and participants are strongly encouraged to scan and email their individual trip/monthly mileage logs to the County Vehicle Coordinator. This method serves two purposes: first, an email can be responded to with confirmation of receipt, and second, it can easily be searched in the event it is not initially documented.
- **Mileage logs must be completed in their entirety; other than the comment section, no field should be left blank. For Fleet Vehicles, only the morning and evening pick-up mileage have to be recorded. For Department Vehicles, both morning pick-up and arrival mileage, and evening pick-up and arrival mileage must be recorded.**
- Note that the due date of the monthly mileage log has been changed to the 5th of each month. Due to start of the individual trip log requirement by individual participants, we recommend that all monthly mileage logs and vehicle trip logs are either scanned and emailed or faxed to Commuter Services at the same time. **Each participant in the group has a responsibility to ensure that both are received by Commuter Services. This is not solely the Captain's responsibility.**
 - Failure to submit either the mileage log or the individual trip log by the 5th of each month will result in the following actions:

- 1st notification of overdue log (either individual trip or monthly mileage) will result in a friendly reminder to the individual or Captain, respectively.
- 2nd notification of overdue log (either individual trip or monthly mileage) will result in an official warning which will go to file to the individual or Captain, respectively.
- 3rd notification of overdue individual trip log will result in submission of that individual's trip log by Commuter Services reflecting participation every day in that month.
- 4th notification of the monthly mileage log will result in a final warning, and subsequent notification of intent to terminate participation due to non-compliance of this policy.
- In the event of an audit, groups are **required** to retain and produce all monthly mileage logs for the current calendar year. Failure to provide mileage logs upon request will result in a written warning to the group for Policy Violation. Subsequent failure to produce the logs may result in disbanding the vehicle. **This will be enforced in the 2018 renewal year.**
- When the County vehicle's daily mileage consistently exceeds the allocated miles allowed for the appropriate zone, the monthly fare for all group participants may be adjusted to the appropriate mileage rate zone at the discretion of Commuter Services.
- *Refer to the Fleet Services County Vehicle Users Policy for repair and maintenance policy.*

INTERPERSONAL RELATIONS, COURTESIES, AND DISCIPLINARY ACTION

County Vehicle participants should remember that while it is fine to be friendly with other participants in the County Vehicle, each participant in the County Vehicle are County employees and are our colleagues, first and foremost. Each group is utilizing County resources (the County Vehicle itself) to commute to and from work, and as such, deference should be given to each other as colleagues with respect and professionalism at all times. Any information you wish to share of a personal matter should be discussed outside of commuting hours in the County Vehicle. Other courtesies that should be followed are:

- All participants in the County Vehicle Program are required to behave in a courteous and respectful manner to each other and the general public. Participants found to have acted in a discourteous manner may be terminated from the County Vehicle Program.
- As a courtesy to non-smoking employees, employees who smoke should not smoke less than 5 minutes before entering County Vehicle and should take every care to freshen up prior to entering the County Vehicle.
- Apply perfumes, colognes, and/or lotions after the destination has been reached.
- A courtesy should be extended to those participants who wish to sleep or read.
- Climate controls shall be set to a level that is approved by a consensus of the County Vehicle participants.
- Radio volume shall be adjusted to be respectful of all participants in the County Vehicle. Further, radio selections must be limited to neutral music selections. Stations such as talk radio or other channels that may be construed as inappropriate to other participants of the County Vehicle should be avoided.
- Loud conversations that could be distracting to the driver or disturbing to other passengers should be avoided. Conversations between participants should be limited to neutral and uncontroversial topics and discussions.
- County Vehicle participants should only use cell phones for emergency situations as conversations taking place might be distracting to other participants.
- County Vehicle participants are to be proactive in resolving a conflict between members in a professional and respectful manner.
- Should a personal conflict between members elevate to Commuter Services, Human Resources Service Team(s) may be notified, and an investigation may be conducted. Should an investigation be elevated

to the Human Resources Service Team(s), further disciplinary action may be taken by the participant's department. A final, indisputable determination will be levied by Commuter Services and may result up to and including termination from the County Vehicle Program of an individual participant or the entire County Vehicle group.

LIABILITY

- It is recommended that you contact your insurance agent/broker and/or consult an attorney if you have any questions and/or concerns regarding any potential liability exposure when driving a County of Riverside Ride Share Vehicle.
- Immediately report to Commuter Services all Rideshare County Vehicle accidents and/or moving violations.
- Participants must immediately inform Commuter Services of an expired, suspended, or revoked driver license.
- Participants must notify Commuter Services if they have **NOT** completed the Safety Driver Training course. Failure to disclose this information while driving a County Vehicle is a direct violation of the County of Riverside Safety Manual and violators will be disciplined.
- The County of Riverside will provide the vehicle liability coverage for the County owned vehicle while it is being driven by a Rideshare Office approved driver. Be advised this does not include medical coverage for the driver or the occupants.
- The County is mandated by Legislation to reduce vehicles on the road, and as such has created this voluntary option for County employees to participate in a van pool/car pool. This does not extend coverage under workers' compensation should an injury/accident occur while going to work or home. These vehicle trips are barred from inclusion under the Labor Code. The only exception to this would be coverage for the person who is actually driving the vehicle at the time of the injury/accident.



ACKNOWLEDGEMENT OF RECEIPT OF PARTICIPANT POLICY – 2018

I am in receipt and understanding of the County Vehicle Program Participant Policy for 2018 that I was provided. My signature below states that I have read and understand the County Vehicle Participant Policy, and will abide by the terms and conditions of the County Vehicle Program.

I understand that failure to abide by the terms and conditions of the County Vehicle Program may result in disciplinary action or termination from the County Vehicle Program.

Employee's Signature

Date

Print Employee's Name

County Identification Number

Deadline to return this completed and signed acknowledgement is on or before December 22, 2017.

Please send it by using one of the following: email (icommute@rivco.org) or fax 951/955-1181.

Thank you.

AGREEMENT BETWEEN
SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF
RIVERSIDE AND
THE COUNTY OF RIVERSIDE
CONCERNING PARTICIPATION IN THE
RIVERSIDE COUNTY RIDESHARE PROGRAM

This Agreement, made and entered into this 22nd day of May, 2018, by and between the Superior Court of the State of California, County of Riverside, (herein after referred to "COURT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein after referred to as "COUNTY").

RECITALS

WHEREAS, the 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; and

WHEREAS the COURT doing business on the premises of the Historic Courthouse, 4050 Main Street, in the City of Riverside, desires to have their employees participate in the COUNTY'S Vehicle Program.

WHEREAS the COUNTY and COURT agree that the COURT'S participation in the COUNTY'S Vehicle Program will increase energy conservation and reduce air pollution in Riverside County.

NOW, THEREFORE, for valuable consideration and the mutual exchange of benefits contained herein:

TERMS AND CONDITIONS

1. Term of the Agreement

This Agreement shall be effective upon signature of this Agreement by both parties and shall continue in effect unless terminated by either party.

2. Duties of COURT

- A. COURT agrees to require, as a condition of their employee's participation, that their employees shall conform to all participation requirements set forth by the COUNTY'S Vehicle Program.

- B. COURT is responsible for the timely payment of all participation fees and other costs assessed for the participation of each COURT employee by the COUNTY Vehicle Program. COURT shall provide such payment of all moneys by electronic transfer on the first day of the 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. COURT agrees that if the COUNTY is unable to include COURT Participant drivers in the COUNTY'S Pull Notice Program that COURT will institute their own Pull Notice Program and provide the COUNTY'S Rideshare Office with all information received concerning COURT Participants.
- D. COURT agrees to authorize and instruct their Participants to attend the COUNTY'S Drivers Training during working hours and COURT agrees to pay the standard COUNTY fees for such training.
- E. COURT shall indemnify and hold harmless COUNTY, its Agencies, and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any actions by COURT or its employee's including its officers, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. COURT shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

With respect to any action or claim subject to indemnification herein by COURT, COURT shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COURT indemnification to Indemnitees as set forth herein.

COURT'S obligation hereunder shall be satisfied when the COURT has provided to COUNTY the appropriate form dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way

limit or circumscribe COURT'S obligations to indemnify and hold harmless the Indemnitees here from third party claims.

F. Without limiting or diminishing the COURT'S obligation to indemnify or hold the COUNTY harmless, COURT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

G. It is understood and agreed by both parties that COURT is a self-insured public entity for purposes of addressing all lines of insurance coverage required in this agreement.

1. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of COURT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

3. Duties of the COUNTY

- A. The COUNTY agrees to allow COURT employees to participate in the COUNTY'S Vehicle Program. Such participation will provide all the benefits and duties to COURT employees as are provided for, and required of, COUNTY employees, EXCEPT THAT the COUNTY Vehicle Program will not provide any other benefits to COURT employees that are provided under the COUNTY'S Rideshare program such as: Guaranteed Ride Home, free parking pass, and other participation incentive programs.
- B. The COUNTY'S Human Resources Department Commuter Services Division shall coordinate with the appropriate COURT staff to inform COURT employees of their eligibility and the requirements for participation in the program including costs and other conditions.

- C. The COUNTY'S Vehicle Program administrator shall coordinate any required COUNTY drivers training classes for COURT Participants.
- D. COURT 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.

4. Alteration of Terms

No addition to, or alteration of, the terms of this Agreement, 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 Agreement 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 COURT employees and may not be extended by COURT to employees of any other organization.

6. Confidentiality

All personal information about COURT 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 Agreement shall be sent to the following:

COUNTY:

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

COURT:

Superior Court of California, County of Riverside
Human Resources Dept., Lower Level
4050 Main Street
Riverside, CA 92501

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE:

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF RIVERSIDE:

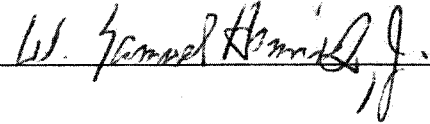


Chairman, Board of Supervisors
CHUCK WASHINGTON

Date:

JUL 17 2018

By:



Date:

5/1/18

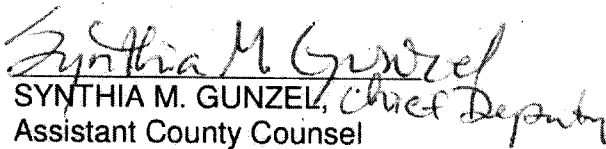
ATTEST:

CLERK OF THE BOARD:



KECIA HARPER-IHEM,
Clerk of the Board

APPROVED AS TO FORM:



SYNTHIA M. GUNZEL, Chief Deputy
Assistant County Counsel