

RESOLUTION NO. 1155

A RESOLUTION authorizing the execution of an Emergency Ride Home Program Agreement between the City of Vancouver and the City of Camas.

WHEREAS, the City of Camas and other local entities entered into an interlocal agreement for commute trip reduction with an effective date of July 1, 2007, and

WHEREAS, the City of Vancouver has proposed an Emergency Ride Home Program Agreement to facilitate the operation of said interlocal agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

SECTION I

The Emergency Ride Home Program Agreement between the City of Vancouver and the City of Camas, attached hereto as Exhibit "A" is hereby approved and may be executed by the appropriate representative of the City of Camas.

ADOPTED at a regular Council meeting this 6th day of July, 2009.

SIGNED: Paul Di
Mayor

ATTEST: John M. Auger
Clerk

APPROVED as to form:

Shirley Mays
City Attorney

**Emergency Ride Home Program Agreement
Between
City of Vancouver (Clark County Commute Trip Reduction Program)
and City of Camas**

This Agreement is made and entered into by and between CITY OF VANCOUVER and City of Camas ("Company").

1. PURPOSE OF AGREEMENT

The purpose of this Agreement and Attachments A and B, which are incorporated herein, is to define the responsibilities of CITY OF VANCOUVER and the Company under CITY OF VANCOUVER's Emergency Ride Home Program (hereinafter referred to as "the program") and that is set forth in the Interlocal Agreement for Commute Trip Reduction which is incorporated by reference herein into this agreement. CITY OF VANCOUVER's responsibilities include arranging for taxi service under separate contracts and providing materials necessary to run the program. The Company's responsibilities include informing its employees of the program's existence, benefits, how to use the program, administering the program in the spirit it was offered, and providing CITY OF VANCOUVER with the information it needs to monitor and evaluate the program.

This Agreement sets forth all the rights and duties of the parties with respect to the subject matter thereof and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for in Section 10.

2. ELIGIBLE EMPLOYEES DEFINED

An eligible employee must have traveled to work by any nonsingle-occupancy vehicle mode on the day they wish to use the service. Nonsingle-occupancy vehicle modes include: carpool, vanpool, bus, light rail, walking, bicycling, and other CITY OF VANCOUVER pre-approved alternatives.

3. PROGRAM COORDINATOR DEFINED

The "Program Coordinator" shall mean the Company's designated staff person(s) or office responsible for administering the program for each shift.

4. SCOPE OF PROGRAM AND DURATION

The program will begin the date of Agreement execution (Section 13) and continue until one or both parties decide to terminate the contract as provided for in Section 10.

5. ELIGIBLE TRIPS DEFINED

The program may be used only in the following situations to transport the employee to home or to another destination:

- a. Employee's or family member's unexpected illness.
- b. Working late unexpectedly (employee learns that day he/she must work late that day), such that the normal ride will not be available. Subsequent overtime days known to the employee will not be eligible.
- c. Missing the normal ride home for reasons outside the person's control, for example, carpool driver had an emergency, transit user missed the bus home, etc.
- d. Other emergency situations or unanticipated schedule changes which occur during the workday.

Further eligibility guidelines are set forth in Attachment B.

This program shall not be used for transportation in cases of work-related employee injury or illness when use of an ambulance is more appropriate.

Each eligible employee will be subject to a three (3)-trip limit per year, with a 50-mile trip limitation one way. Employee shall pay the remainder of the fare beyond 50 miles.

6. ABUSE OF THE PROGRAM

CITY OF VANCOUVER may investigate service and shall have the right to recover costs from employers for their employees' intentional abuse of the program. CITY OF VANCOUVER reserves the right to terminate the program at the Company in cases of persistent abuse as determined by CITY OF VANCOUVER. Employees' abuse is defined as: using the program for inappropriate trips, taking trips for scheduled appointments, taking trips with unauthorized intermediate stops or unauthorized destinations, and scheduling trips and failing to appear for whatever reason without notifying the taxi company. CITY OF VANCOUVER shall also have the right to recover costs from employers who knowingly, willfully, or intentionally violate the terms of this Agreement by authorizing inappropriate trips or failing to fulfill their responsibilities as described in this Agreement.

7. CITY OF VANCOUVER'S RESPONSIBILITIES

CITY OF VANCOUVER shall:

- a. Arrange for taxi service for eligible employees for eligible trips. The parties understand and agree that CITY OF VANCOUVER is not responsible for providing transportation services under the program. The provision of the taxi service and its quality and reliability shall be the sole responsibility of the taxi service provider, and CITY OF VANCOUVER shall not be liable for any claims of injury or damages related to an individual's need for or use of the service.
- b. Provide the Company with brochures to inform and instruct its employees about the program.
- c. Provide the Program Coordinator with the program vouchers, written procedures for accessing service, and written guidelines for determining service legitimacy (see Attachments A and B).
- d. Pay taxi fares incurred by eligible persons for eligible trips. CITY OF VANCOUVER will not pay for the cost of the driver's gratuity, which is at the discretion of, and to be paid by, the passenger.
- e. Conduct an evaluation of the program's effectiveness.

8. PROGRAM FUNDING

CITY OF VANCOUVER shall provide funding for the program. In no event shall total cost of service for any calendar year exceed a total sum of \$1,000 per participating employer or \$3,000 for all participating employers combined (excluding sales tax) except through a written amendment to this Agreement signed by both parties and attached hereto.

9. COMPANY'S RESPONSIBILITIES:

The Company shall:

- a. Designate the Program Coordinator responsible for administering the service for each shift at the Company, providing for the possibility that person(s) may occasionally be unavailable. In this occurrence, an alternate Program Coordinator will be designated.

- b. Confirm eligibility of trip request based on this Agreement including, but not limited to, Attachment B and the program materials provided by CITY OF VANCOUVER.
- c. Access service through a designated service provider and give the dispatcher necessary information as detailed in Attachment A.
- d. Keep a complete record of all service requests such that CITY OF VANCOUVER can track program usage and check employer records with those provided by the taxi company.
- e. Track individual employee's use of the program to ensure that none exceed the three (3) -trip limits or 50-mile one-way trip limitation.
- f. Participate in the evaluation process by providing information mentioned above and allowing CITY OF VANCOUVER to survey or conduct focus groups among the Company's employees.
- g. Follow procedures as set out in Attachments A and B.

10. AMENDMENTS AND TERMINATION OF AGREEMENT

This Agreement and any of its terms or provisions may be amended by written agreement of the parties. All amendments to this Agreement shall be in writing and signed by the persons authorized to bind the parties to this Agreement and as provided herein.

The Agreement may be terminated by either CITY OF VANCOUVER or the Company for convenience and without cause by giving written notice of such termination to the other party at least thirty (30) days prior to the effective date of such termination.

CITY OF VANCOUVER shall have the right to terminate the Agreement immediately if the Company places CITY OF VANCOUVER or the public at undue risk as determined by CITY OF VANCOUVER.

11. ATTORNEY'S FEES AND COSTS

If any legal proceeding is brought for the interpretation or enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and others costs incurred in such action or proceeding.

12. SUCCESSORS AND ASSIGNS

This Agreement and all terms, provisions, conditions, and covenants hereof shall be binding upon the parties hereto and their respective successors and assigns. The Company, however, agrees that it will not assign or delegate the duties to be performed under this Agreement to an outside contractor without prior written approval from CITY OF VANCOUVER.

13. APPLICABLE LAW AND FORUM

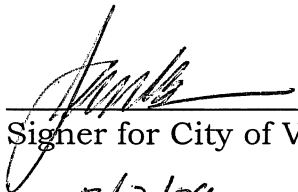
Each party's performance shall comply with all applicable federal, state, and local laws, regulations, and ordinances. In the event of any litigation under this Agreement, the parties agree that venue shall rest in the Superior Court of Clark County, Washington, and the Company hereby submits to personal jurisdiction therein.

14. EXECUTION OF AGREEMENT

This Agreement shall be effective as 04/06/09. This Agreement shall be executed in two (2) counterparts, any one of which shall be regarded for all purposes as the original.

CITY OF VANCOUVER
PO Box 1995
Vancouver, WA 98668-1995

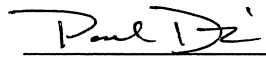
CITY OF CAMAS
PO Box 1055
Vancouver, WA 98607



Signer for City of Vancouver

3/2/09

Date



Signature of Program Coordinator

7/7/09

Date

Program Coordinator Instructions

How to access Emergency Ride Home service:

1. Determine valid need for service by employee (see Attachment B, Guidelines).
2. Make sure employee possesses a photo ID (driver's license, employer ID).
3. Fill out all requested information on the program voucher for the employee, including date, trip time requested, employee's name, organization's name, your name, pick-up address and location, destination address or name, any intermediate stops, and the reason the trip was requested.
4. Contact a service provider as directed in program materials.
5. Tell the operator who answers that you are requesting CITY OF VANCOUVER Emergency Ride Home service.
6. Identify yourself and your employer, and give the operator the employee's name, pick-up address and location, and the time the taxi is needed (City of Camassee Open Return below). Inform the dispatcher if an intermediate stop has been authorized.
7. Remind the operator to have the driver confirm the passenger's destination and identity by checking the name on the program voucher with the passenger's photo ID.
8. Retain the goldenrod copy of the voucher as part of your program records. Give the white, pink, and yellow copies to the employee to submit to the taxi driver and for their own records.
9. Remind the employee that the driver will request photo ID.
10. Tips are at the discretion of the employee and will not be reimbursed.
11. Discourage employees from requesting a taxi ride if they are unsure they will use it. CITY OF VANCOUVER pays a fee for "no-shows." If for some unavoidable reason the employee does not show up for the taxi ride, contact CITY OF VANCOUVER as soon as possible.

City of Camas Open Return: If an employee requests program service because of unexpectedly working late at the request of a supervisor, **AND** does not know exactly when a ride will be needed, **AND** that time is after the Program Coordinator will have completed work for the day, the Program Coordinator should: 1) phone the taxi service and request a ride under Open Return, 2) provide the employee with the taxi company's phone number, 3) inform the dispatcher that the employee will phone as soon as the pick-up time is known. The employee should: 1) State that the Program Coordinator previously requested the ride under Open Return, 2) Phone the taxi company as soon as the desired pick-up time is known to reduce the amount of waiting time.

Guidelines for Determining Legitimacy of Service Request

CITY OF VANCOUVER's Emergency Ride Home Program should be used in the following situations to transport an employee from work to home or another destination:

1. Employee's or family member's unexpected illness.
2. Working late unexpectedly (employee learns that day he/she must work late that day), such that the normal ride will not be available. Subsequent overtime days known to the employee will not be eligible.
3. Missing the normal ride home for reasons outside the person's control, e.g., carpool driver had an emergency, transit user missed the bus home, etc.
4. Other emergency situations or unanticipated schedule changes which occur during the workday.

Note: Nonemergency side trips are not allowed. The Program Coordinator must authorize emergency side trips in advance.

Program Limitations: Three (3) -trip limits per employee per year; a 50-mile trip limitation one way (employee will pay the remainder of the fare after 50 miles).

Examples of circumstances in which Emergency Ride Home is not to be used include:

1. Prescheduled doctor or other appointments.
2. Transporting employees who have incurred injuries or illness related to their occupation when using an ambulance is appropriate. Taxis should never be used in lieu of an ambulance and taxi service is not intended to replace an employer's legal responsibility under workers' compensation regulations.
3. Other situations in which, in the opinion of the Program Coordinator, alternate transportation could have been arranged in advance.
4. Transporting employees because of scheduled overtime.

The Program Coordinator will have some power of discretion in this program. It may occasionally be necessary for the Program Coordinator to judge whether a unique situation constitutes a true emergency. Coordinators may contact Jan Bowers, CITY OF VANCOUVER's Emergency Ride Home Program representative, at (360) 487-7733 weekdays between 8 a.m. and 5 p.m. for assistance in these situations.