EMERGENCY RIDE PROGRAM AGREEMENT

Wisconsin Department of Transportation

DT1977 5/2021

THIS AGREEMENT is made and entered into by the Wisconsin Department of Transportation, represented by the Division of Transportation System Development, Southeast Region, and the Employer or other entity identified below.

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| (Employer or Other Entity) |  | (Agreement Date) |
|  |  |  |
| (Street Address) |  | (County) |
|  |  |  |
| (City, State, Zip Code) |  | (Current Reimbursement Rate Per Mile) |

The parties agree to the terms set forth in this Agreement.

The Emergency Ride Program is a partial reimbursement program to aid employers in encouraging their employees to commute to work by carpool, vanpool, transit, bicycle, or on foot. Only employers that have signed this Agreement are eligible to participate in this program.

DEFINITIONS:

Employer: Party named above in this Agreement, located at the primary address listed above. This Agreement does not extend to partnerships, subsidiaries, or other companies connected to the Employer by name or address(es).

Employee. An Employee is a person hired and paid by the named Employer in this Agreement.

Volunteer. A person who is a regular sanctioned volunteer at the Employer’s address(es).

I. RESPONSIBILITIES OF THE PARTIES.

A. Employer’s Responsibilities Employer will provide the following services:

Employer agrees to provide a guaranteed emergency ride, in a timely manner, to an employee or volunteer who arrives at the site of their employment by carpool, vanpool, transit, bicycle, or on foot, should that employee/volunteer need a ride as a result of an emergency that would prevent the employee from utilizing the transportation they used to arrive at work. The Employer may determine the definition of “emergency” and the policy associated with that definition. The Employer, in developing the policy is to keep in mind the flexibility that the employee/volunteer may need in the situation, such as a ride to a location other than their residence (i.e., a ride to their vehicle, or a hospital), and may need to stop at another facility before their final destination (i.e., daycare facility). The Employer will submit to the Department completed vouchers for reimbursement within 15 working days of the emergency ride.

B. Department’s Responsibilities. The Wisconsin Department of Transportation, Division of Transportation System Development, Southeast Region, is responsible for the following:

The Department shall reimburse the Employer for providing emergency rides from the work site to the employee’s or volunteer’s destination, in a timely manner, following the receipt of a completed voucher. The rate of reimbursement will be determined by the Department and will be reviewed according to conditions of review established by the Department. The Department has the right to verify vouchers for accuracy in order to guard against program abuse. If the Department determines that an Employer has submitted false or fraudulent claims for reimbursement, the Department shall immediately terminate the Employer’s participation in the program. The Department shall be responsible for monitoring the emergency ride program, it’s funding, and review.

Current rate of reimbursement at the time of this Agreement is identified above. Any change in rate of reimbursement will be by written notice by the Department.

II. GENERAL TERMS

A. Subletting of Assignment of Agreement. Employer will not sublet or assign all or part of the work under this agreement without prior written approval of the Department.

B. Employment. The Employer will not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, without the written consent of the employer of such person or persons and of the Department.

C. Nondiscrimination in Employment. Chapter 16.765 of the Wisconsin Statutes requires the following provisions to be included in every contract executed by agencies of the State. The Employer agrees to the provisions as stated below:

In connection with the performance of work under this contract, this Employer agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01 (5), sexual orientation or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, Employer further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. Employer agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the “nondiscrimination clause”.

1. Legal Relations.
   1. Employer will at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of the contract and which in any manner affect the work or its conduct.
   2. In carrying out the provisions of this Agreement or in exercising any power or authority granted to the Employer thereby, there will be no personal liability upon the Department, it being understood that in such matters the Department acts as an agent and representative of the State.
   3. The Employer will indemnify and save the State of Wisconsin, the Department of Transportation, and its officers, agents, and employees from liability for all lawsuits, legal actions, or legal claims brought for any injuries or damages to any persons or property resulting from the Emergency Ride Reimbursement Program.

E. Review. Liaison with the Department will be the Rideshare Coordinator in the Division of Transportation System Development, Southeast Region, Waukesha, who will represent the Department’s interest in coordinating this program.

F. Term of Agreement. The term of this contract is from the date of this Agreement until either party discontinues participation in the program.

G. Termination of Agreement. The Department may terminate this Agreement with the Employer at any time by delivering 30 days written notice to the Employer. The Department may immediately terminate the Employer from this program at any time with written notice, if the Department determines that the employer has submitted false or fraudulent claims for reimbursement. The Employer may terminate this agreement by delivering 30 days written notice to the Department.

H. Examination of Records. The Employer agrees that the Department’s Division of Transportation System Development will have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, files, and records of the Employer involving transactions relating to this Agreement. Such materials will be retained for three years by the Employer following completion of the contract.

I. Entire Contract. This Agreement and its attachments contain the entire agreement of the parties and supersede any and all prior agreements oral understandings between the parties.

J. Amendments. No term or provision of this Agreement nor any of its attachments may be changed, waived, or terminated orally, but only by an instrument in writing signed by all of the parties to this Agreement.

K. Survival of Terms. If any term, covenant, condition or provision of this Agreement, or its application to any party or circumstance, shall at any time or to any extend be held invalid or unenforceable, the remainder of this Agreement of the application of such term covenant, condition, or provision to parties or circumstances other than those which it is held invalid or unenforceable shall not be affected thereby, and each term covenant, condition, and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

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|  |  |  |  |  |
| (Employer Representative) | (Date: M, D, Y) |  | (WI Dept. of Transportation Representative) | (Date: M, D, Y) |
| (Title) |  |  | (Title) |  |
|  |  |  | (WIDOT Management) |  |