

1 **CITY PASS REVENUE AGREEMENT # 16-007**

2 **BETWEEN**

3 **RIVERSIDE TRANSIT AGENCY**

4 **AND**

5 **THE CITY OF RIVERSIDE**

6
7 **THIS AGREEMENT** is made and entered into this _____ day of
8 _____, 2017, by and between the Riverside Transit Agency, 1825 Third
9 Street, Riverside, CA 92507, a joint powers agency of the state of California (hereinafter referred
10 to as "AGENCY") and The City of Riverside, 3900 Main Street, Riverside, CA 92501
11 (hereinafter referred to as "CITY"). Collectively AGENCY and CITY may be referred to as
12 "PARTIES" or sometimes individually referred to as "PARTY".

13
14 **WITNESSETH:**
15

16 In consideration of the services to be rendered by AGENCY and the compensation to be
17 paid therefore by CITY, as herein set forth, the PARTIES agree as follows:
18

19 **ARTICLE 1. COMPLETE AGREEMENT**

20 This Agreement, including all exhibits and documents incorporated herein and made
21 applicable by reference, constitutes the complete and exclusive statement of the terms and
22 conditions of the Agreement between the PARTIES and it supersedes all prior representations,
23 understandings, and communications regarding the services provided hereunder.
24

25 **ARTICLE 2. DESIGNATION OF AUTHORITY**

26 A. The Chief Executive Officer of AGENCY, or designee, shall have the authority to act
27 for and exercise any of the rights of AGENCY as set forth in this Agreement.

28 B. The City Manager of CITY, or designee, shall have the authority to act for and
29 exercise any of the rights of CITY as set forth in this Agreement.

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ARTICLE 3. TERM OF AGREEMENT

This Agreement shall be effective beginning July 1, 2016 and shall continue in full force and effect until June 30, 2021, unless terminated in accordance with Article 7. This Agreement may be extended and or renewed by mutual agreement, but must be confirmed in writing to the PARTIES in Article 4 Notices.

ARTICLE 4. NOTICES

A. All notices permitted or required under this Agreement shall be given to the respective PARTIES at the following address, or at such other address as the respective PARTIES may provide in writing for this purpose:

To CITY:

City of Riverside
Public Works Department
3900 Main Street
Riverside, CA 92522
ATTENTION: Michael Roberts
951-351-6310
mdroberts@riversideca.gov

To AGENCY:

Riverside Transit Agency
1825 Third Street, P.O. Box 59968
Riverside, CA 92517-1968
ATTENTION: Vince Rouzaud
Chief Procurement and Logistics Officer
951-565-5180
vrouzaud@riversidetransit.com

B. Such notice shall be deemed made when personally delivered, sent via electronic mail, or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid and addressed to the PARTY at its applicable address.

ARTICLE 5. STATEMENT OF WORK AND PAYMENT

A. CITY agrees to provide its employees with cards clearly identifying them as employees of the CITY ("CITY ID CARD").

B. AGENCY shall allow any CITY employee who provides a current, valid CITY ID CARD to ride all of AGENCY'S fixed route and commuter services at no charge during the period of this Agreement. This shall not apply to Dial-A-Ride services.

C. CITY may cause to be displayed on its premises, but is not required, such advertising matter as may be supplied by AGENCY.

D. CITY shall properly file and maintain all printed material and time schedules supplied by AGENCY and shall to the best of its ability furnish to the public complete and accurate information in accordance therewith.

E. CITY shall render reports to AGENCY documenting number of active CITY ID CARDS on a quarterly basis.

F. Billing and Rate Information:

1. CITY and AGENCY estimate Ten Thousand Seven Hundred Seventeen (10,717) CITY employee boardings ("BOARDINGS") annually.

2. CITY shall pay AGENCY One Dollar and Ten cents (\$1.10) per BOARDING (the "BOARDING COST").

3. CITY shall pay AGENCY for AGENCY'S annual administrative costs ("AGENCY ADMINISTRATIVE COST"), as set forth in the table located in paragraph 4 below.

4. CITY's total obligation under this Agreement shall be as follows:

Estimated Amounts per Fiscal Year

<u>Fiscal Year</u>	<u>Boardings</u>	<u>Amount</u>	<u>Admin. Cost</u>	<u>Annual Total</u>
FY-2017	10,717	\$11,788.70	\$3,300.24	\$15,088.94 ✓
FY-2018	10,717	\$11,788.70	\$3,366.24	\$15,154.94
FY-2019	10,717	\$11,788.70	\$3,433.57	\$15,222.27
FY-2020	10,717	\$11,788.70	\$3,502.24	\$15,290.94
FY-2021	10,717	\$11,788.70	\$3,572.29	\$15,360.99

The total estimated cost over the five year term of this agreement is Seventy Six Thousand One Hundred Eighteen Dollars and Eight Cents (\$76,118.08).

G. Annually in the month of July, CITY shall deposit with AGENCY the Fiscal Year Annual Total as specified in the table located in paragraph 4 above, which will consist of the estimated annual BOARDING COST and AGENCY ADMINISTRATIVE COST.

H. At the end of each month, AGENCY shall calculate the monthly BOARDING COST, and withdraw those costs, plus the monthly AGENCY ADMINISTRATIVE COST, from the deposit. AGENCY shall send CITY monthly statements reflecting all calculations and withdrawals.

I. If AGENCY anticipates the costs will exceed the annual deposit amount, then

1 AGENCY shall notify CITY at least sixty (60) calendar days in advance of the last month
2 anticipated to be fully-funded. CITY shall have the option to terminate the AGREEMENT in
3 accordance with Article 7 A, or deposit supplemental funds.

4 J. Any unexpended deposit funds remaining at the end of each fiscal year shall be
5 refunded to CITY.
6

7 **ARTICLE 6. INDEPENDENT CONTRACTOR**

8 CITY and AGENCY are independent contractors and not beneficiaries or employees of
9 the other within the meaning of any Workers' Compensation law, or any law which would entitle
10 benefits arising out of any state or federal unemployment or old age fund or similar law, or any
11 right or privilege extended by either PARTY to its employees. The PARTIES have no power to
12 bind each other, by contract or otherwise, except as herein provided by the provision of fare
13 subsidies towards public transportation.
14

15 **ARTICLE 7. TERMINATION**

16 A. Either PARTY may terminate this Agreement for its convenience at any time, in
17 whole or part, by giving the other PARTY thirty (30) calendar days written notice thereof. If
18 AGENCY so terminates for convenience, within thirty (30) calendar days of said notice,
19 AGENCY shall return to CITY any funds remaining from those deposited in accordance with
20 Article 5.G. less payment for actual bus usage incurred to date of termination for convenience,
21 not to exceed the maximum program obligation amount as indicated in Article 5.F. above.
22 Thereafter the PARTIES shall have no further claims against each other under this Agreement.

23 B. AGENCY may terminate this Agreement at any time for CITY'S default if CITY
24 breaches any material provision of this Agreement and fails to cure such breach within ten (10)
25 calendar days of receipt of written notice from AGENCY. If AGENCY so terminates
26 for default, within thirty (30) calendar days of said notice, AGENCY shall return to CITY any
27 funds remaining from those deposited in accordance with Article 5.G. less payment for actual
28 bus usage incurred to date of termination for default, not to exceed the maximum program
29 obligation amount as indicated in Article 5.F. above. Thereafter the PARTIES shall have no
30 further claims against each other under this Agreement.

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1 **ARTICLE 8. INDEMNIFICATION**

2 A. CITY shall be responsible for CITY ID CARDS held by it and shall indemnify and
3 hold the AGENCY harmless from any loss whatsoever to such CITY ID CARDS and monies,
4 whether occasioned by theft or otherwise.

5 B. Each PARTY shall defend, indemnify and hold harmless the other PARTY , its
6 officers, directors, employees, and agents from and against any and all claims (including
7 reasonable attorney's fees and expenses for litigation or settlement) for any loss or damages,
8 bodily injuries, including death, damage to or loss of use of property caused by or claimed to be
9 caused by the negligent acts, omissions or willful misconduct by the wrongful PARTY, its
10 officers, directors, employees, agents, subcontractors or suppliers in connection with or arising
11 out of the performance of the Agreement.

12
13 **ARTICLE 9. AUDIT & INSPECTION OF RECORDS**

14 The PARTIES shall permit an authorized representative of the other PARTY, during
15 standard business hours, to examine, inspect and audit all records and accounts pertaining to this
16 Agreement. The PARTIES shall make such items readily accessible to the other PARTY during
17 the term of this Agreement and for a period of four (4) years from the date of CITY'S final
18 payment to AGENCY hereunder or settlement of litigation, whichever is later.

19
20 **ARTICLE 10. ASSIGNMENT**

21 A. The cards provided by CITY to its employees may not be assigned, transferred or
22 used by any person other than the individual to whom it was issued.

23 B. This Agreement shall not be assigned or transferred without prior written consent of
24 both PARTIES. In the event of dissolution of either PARTY, this Agreement shall terminate at
25 the option of the remaining PARTY.

26
27 **ARTICLE 11. MODIFICATION**

28 No modification or change to any portion of this Agreement shall be binding upon either
29 PARTY except when specifically confirmed in writing by each PARTY's authorized
30 representative by way of written amendment to this Agreement and issued in accordance with the
31 provisions of this Agreement.

1 **ARTICLE 12. SCHEDULING**

2 A. No provision of this Agreement shall be construed to require AGENCY to continue to
3 operate any bus service during the term of this Agreement, and it is expressly agreed that the
4 AGENCY shall incur no liability to CITY by reason of any rerouting, rescheduling,
5 discontinuance, or other changes in bus or other transit services operated by the AGENCY.

6 B. However, it is understood that significant rerouting, rescheduling, discontinuance, or
7 other such changes in service may defeat the purpose of this Agreement. In such event, CITY
8 may terminate this Agreement for convenience in accordance with Article 7.A. If CITY so
9 terminates, then CITY shall pay AGENCY its payment incurred to date of termination.

10
11 **ARTICLE 13. GOVERNING LAW AND VENUE**

12 The laws of the state of California, without regard to any conflicts of law provisions,
13 shall govern any action or claim arising out of this Agreement. The PARTIES agree that the
14 venue for any action or claim arising out of or related to this agreement shall be Riverside
15 County. If any action or claim concerning this agreement is brought by a third party, the
16 PARTIES agree to use their best efforts to obtain a change of venue to Riverside County.

17
18 **ARTICLE 14. FORCE MAJEURE**

19 Either PARTY shall be excused from performing its obligations under this Agreement
20 during the time and to the extent that it is prevented from performing by an unforeseeable cause
21 beyond its control, including but not limited to: any incidence of fire, flood; acts of God;
22 commandeering of material, products, plants or facilities by the federal, state or local
23 government; national fuel shortage; or a material act or omission by the other PARTY; when
24 satisfactory evidence of such cause is presented to the other PARTY, and provided further that
25 such nonperformance is unforeseeable, beyond the control and is not due to the fault or
26 negligence of the PARTY not performing.

27
28 **ARTICLE 15. SEVERABILITY**

29 If any provision, term or condition of this Agreement is held to be invalid, illegal or
30 unenforceable, in whole or in part, then such provision, term or condition shall not affect the

1 validity of any remaining provision, term or condition of this Agreement. All remaining
2 provisions, terms and conditions of this Agreement shall continue in full force and effect.

3
4 IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be
5 executed on the day and year first above written.

6
7 **CITY OF RIVERSIDE:**


RIVERSIDE TRANSIT AGENCY:

8
9
10 By _____
11 City Manager

By _____
Larry Rubio
Chief Executive Officer


12
13
14
15 By _____
16 City Clerk

17
18 Certified as to Availability of Funds:

19
20 By 
21 Chief Financial Officer

22
23 **APPROVED AS TO FORM:**

APPROVED AS TO FORM:

24
25
26 By 
27 Deputy City Attorney

By _____
James M. Donich
General Counsel