

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

387



**FROM:** County Executive Office

**SUBMITTAL DATE:**  
June 30, 2009

**SUBJECT:** Approve agreement with Riverside Transit Agency (RTA) to participate in a student bus pass program.

**RECOMMENDED MOTION:** That the Board of Supervisors approve the agreement with RTA to continue second year participate in a demonstration bus pass program and approve the contribution of air quality funds (AB 2766) to make the county contribution and direct the executive office to process the disbursement of those funds.

**BACKGROUND:** During FY 08/09 RTA developed a demonstration U-Pass program to provide free bus rides for all Riverside Community College (RCC) students to all three RCC campuses on any RTA fixed or commuter route bus. Today's Board action will extend this program for FY 09/10. This program would be funded by the Cities of Corona, Moreno Valley, Norco, Perris and Riverside along with the County of Riverside. The County contribution will be \$4,000 from AB2766 funds. Staff has reviewed this plan with the South Coast Air Quality Management District and has been advised that this is an appropriate use of the AB2766 funds.

Robert W. Tremaine  
Principal Management Analyst

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 4,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 4,000	Budget Adjustment:	No
	Annual Net County Cost:	\$ 4,000	For Fiscal Year:	09/10

<b>SOURCE OF FUNDS:</b> Air Quality AB2766 funds.	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
BY:   
Kathryn Field  
**County Executive Office Signature**

- Dept't Recomm.:  Consent  Policy
- Per Exec. Ofc.:  Consent  Policy

**Prev. Agn. Ref.:** 3.14 7/29/08 | **District:** All | **Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.6

FORM APPROVED, COUNTY COUNSEL  
DATE 6/22/09  
BY: M. K. Kester  
MARSHAL VICTOR

Departmental Concurrence

**Agreement between the County of Riverside and the Riverside Transit Agency for Partial  
Funding of Riverside Community College District Go-Pass Program for the 2009-10  
Academic Year**

**Agreement No. 9-006**

This agreement is made and entered into this 30<sup>th</sup> day of JUNE 2009, by and between the Riverside Transit Agency, 1825 Third Street, Riverside, California 92517 (hereinafter referred to as "RTA") and the County of Riverside, 4080 Lemon St., Riverside, CA 92501 (hereinafter referred to as "COUNTY").

**WITNESSETH:**

**WHEREAS, COUNTY** desires to reduce air pollution and traffic congestion in COUNTY by decreasing automobile trips and promoting the use of public transportation and

**WHEREAS, RTA** provides public transportation service throughout Western Riverside County including from COUNTY to Riverside Community College District (RCCDD) using clean burning compressed natural gas vehicles which eliminate vehicles from the roads and

**WHEREAS, RTA** proposes a one-year demonstration Go-Pass program to provide free bus rides for all RCCD College students to all three RCCD campuses on any RTA fixed or commuter route bus that would be funded by the Cities of Corona, Moreno Valley, Norco, Perris, Riverside and the County of Riverside for a total of \$125,000 and

**WHEREAS, COUNTY** agrees to participate in the RCCD Go-Pass program by providing \$4,000 to RTA to partially subsidize RCCD student bus fares during the program period.

In consideration of the services to be rendered by RTA and the compensation to be paid therefore by COUNTY, as herein set forth, the parties agree as follows:

**ARTICLE 1. STATEMENT OF WORK AND PAYMENT**

- A. COUNTY agrees to provide RTA with \$4,000 to be used to fund a portion of a one-year demonstration Go-Pass program at RCCD, payable upon receipt of invoice from RTA.
- B. RTA shall allow any RCCD student who provides a current, valid RCCD identification card to ride all of RTA's fixed route and commuter services at no charge commencing August 23, 2009 and ending August 22, 2010. This shall not apply to Dial-A-Ride services.
- C. RTA shall promote this program to RCCD students to encourage usage.

## **ARTICLE 2. REPORTS**

At the conclusion of the program, RTA shall provide COUNTY with a report summarizing usage and success of program for use by COUNTY in reporting use of AB 2766 funds.

## **ARTICLE 3. INDEPENDENT CONTRACTOR**

COUNTY is an independent contractor and not a beneficiary or employee of RTA within the meaning of any Workers' Compensation law, or any law which would entitle benefits arising out of any state or federal unemployment or old age fund or similar law, or any right or privilege extended by RTA to its employees. COUNTY has no power to bind RTA, by contract or otherwise, except as herein provided by the sale of public transportation.

RTA is an independent contractor and not a beneficiary or employee of COUNTY within the meaning of any Workers' Compensation law, or any law which would entitle benefits arising out of any state or federal unemployment or old age fund or similar law, or any right or privilege extended by COUNTY to its employees. RTA has no power to bind COUNTY, by contract or otherwise, except as herein provided by the sale of public transportation.

## **ARTICLE 4. INDEMNITY**

"RTA shall defend, indemnify and hold COUNTY, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of RTA, its officers, agents, or employees.

COUNTY shall defend, indemnify and hold RTA, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, agents, or employees."

## **ARTICLE 5. INSPECTION OF RECORDS**

RTA shall permit the authorized representative of COUNTY, during reasonable hours, to examine, inspect and audit all records and accounts pertaining to the Go-Pass program and this

Agreement. RTA shall make such items readily accessible to COUNTY during RTA's performance hereunder and for a period of four (4) years from the end of the program by COUNTY hereunder.

#### **ARTICLE 6. DEFAULT**

In the event that RTA does not receive the necessary funding from all six participating jurisdictions before service begins, the program shall be cancelled and any funds received from COUNTY shall be returned in full.

#### **ARTICLE 7. MODIFICATION**

No modification of this Agreement shall be effective unless made in writing and signed by both parties.

#### **ARTICLE 8. TERM**

This agreement shall be effective upon execution and shall continue in effect until August 22, 2010.

#### **ARTICLE 9. NOTIFICATION**

All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To COUNTY:  
County of Riverside  
4080 Lemon St.  
Riverside, CA 92501  
Attention: Bob Tremaine  
Principle Management Analyst  
(951) 955-1173

To RTA:  
Riverside Transit Agency  
1825 Third Street  
P.O. Box 59968  
Riverside, CA 92517-1968  
Attention: Vince Rouzard  
Chief Procurement & Logistics Officer  
(951) 565-5180

#### **ARTICLE 10. COMPLETE AGREEMENT**

This Agreement and documents incorporated herein constitute the complete and exclusive statement of the terms of the Agreement between RTA and COUNTY and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity or other provisions. RTA's failure to insist in any one or more instances upon the performance of any

term or terms of this Agreement shall not be construed as a waiver or relinquishment of RTA's right to such performance or to future performance of such a term or terms, and COUNTY'S obligation in respect thereto shall continue in full force and effect.

**ARTICLE 11. GOVERNING LAW AND VENUE**

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

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

COUNTY OF RIVERSIDE:

RIVERSIDE TRANSIT AGENCY:

By \_\_\_\_\_

By \_\_\_\_\_

Name: Jeff Stone

Name Larry Rubio

Title: Chairman of the Board

Title Chief Executive Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By Marsha L. Victor  
[Signature] 06/22/09  
Riverside County Counsel

By \_\_\_\_\_  
K. Smart, General Counsel