

BY: H. S. Victor
 DATE: 3/16/10
 MARSHAL VICTOR

410



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

FROM: County Executive Office

SUBMITTAL DATE:
 March 16, 2010

SUBJECT: Approve Agreement With Riverside Transit Agency (RTA) To Participate In A Student Go-Pass Program.

RECOMMENDED MOTION: That the Board of Supervisors approve the agreement with RTA to 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: RTA is developing a one-year demonstration Go-Pass program to provide free bus rides for all Mount San Jacinto Community College (MSJC) students to all MSJC campuses on any RTA fixed or commuter route bus. This program would be funded by the Cities of Banning, Beaumont, Canyon Lake, Hemet, Menifee, Murrieta, Perris, San Jacinto, Temecula and Wildomar along with the County of Riverside.

Continued

Michael R. Shetler
 Michael R. Shetler
 Senior Management Analyst

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,089	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

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

C.E.O. RECOMMENDATION:

APPROVE
 BY: Kathryn Field
 Kathryn Field

County Executive Office Signature

Dep't Recomm.: Consent
 Per Exec. Ofc.: Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: April 6, 2010
 xc: EO

Kecia Harper-Ihem
 Clerk of the Board
 By: [Signature]
 Deputy

Prev. Agn. Ref.: | **District:** 1,3&5 | **Agenda Number:**

3.25

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

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

Page 2

SUBJECT: Approve Agreement With Riverside Transit Agency (RTA) To Participate In A Student Go-Pass Program.

The County contribution will be \$1,089 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.



Mt. San Jacinto Community College Demonstration Go-Pass Program



The Mt. San Jacinto Community College Board of Trustees has asked RTA staff to investigate the possibility of launching a demonstration Go-Pass program at their school during the 2010-11 academic year that would be similar to the Riverside Community College program where registered students can board all RTA fixed-route buses at no charge. At RCC, over 10% of the students now regularly ride the bus.

The goal of this demonstration is to create interest in an on-going program that strongly encourages use of public transit instead of single occupant cars to travel to school and other destinations. Permanent funding for the program would be through a universal student transportation fee.

Benefits of such a program are alleviating traffic congestion, air pollution, parking problems and transportation costs experienced by students.

Based on current ridership, the cost for the demonstration program would be \$9,250 for each semester or \$18,500 per academic year. This would cover the lost fare revenue to RTA.

To fund the demonstration program, RTA is looking to the jurisdictions with students attending MSJC. To calculate the costs for each jurisdiction, RTA apportioned costs based on current enrollment figures (see chart below). An ideal way to fund a program like this is with AB 2766 funds, which are distributed for projects that reduce vehicle emissions and were very effective for the RCC program.

	NUMBER OF STUDENTS PER JURISDICTION	PCT OF STUDENTS PER JURISDICITON	1 YEAR PROGRAM-TOTAL FUNDING NEEDED PER JURISDICITON
BANNING	330	1.6%	\$298
BEAUMONT	380	1.9%	\$343
CANYON LAKE	475	2.3%	\$429
COUNTY OF RIVERSIDE	1,206	5.9%	\$1,089
HEMET	4,124	20.1%	\$3,724
LAKE ELSINORE	1,197	5.8%	\$1,081
MENIFEE	2,446	11.9%	\$2,209
MURRIETA	3,717	18.1%	\$3,356
PERRIS	682	3.3%	\$616
SAN JACINTO	2,051	10.0%	\$1,852
TEMECULA	2,992	14.6%	\$2,702
WILDOMAR	889	4.3%	\$803
TOTALS	20,489	100.0%	\$18,500

A permanent funding source is critical for the program to continue. This is dependent on two steps. First, the students must vote to establish a universal transit fee to fund the program on an ongoing basis. If the student vote is unsuccessful, the program will expire. The Board of Trustees then must vote to implement the program.

To evaluate the MSJC program, RTA will monitor boarding counts and then use South Coast Air Quality Management District (AQMD) formulae to derive the emissions that the program eliminated.

For questions or more information, please contact: Scott Richardson, RTA Planning and Program Manager. Phone: 951-565-5250, email: srichardson@riversidetransit.com

Agreement between the County of Riverside and the Riverside Transit Agency for Partial Funding of Mount San Jacinto Community College District Go-Pass Program for the 2010-11 Academic Year

Agreement No. 10-014

This agreement is made and entered into this 10th day of April 2010, 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 the unincorporated areas of the County to Mount San Jacinto Community College District (MSJC) utilizing a fleet of buses that includes vehicles powered by clean burning compressed natural gas, and

WHEREAS, RTA proposes a one-year demonstration Go-Pass program to provide free bus rides for all MSJC College students to all MSJC campuses on any RTA fixed or commuter route bus that would be funded by the Cities of Banning, Beaumont, Canyon Lake, Hemet, Lake Elsinore, Menifee, Murrieta, Perris, San Jacinto, Temecula and Wildomar, and the County of Riverside for a program budget of \$18,500, and

WHEREAS, COUNTY agrees to participate in the MSJC Go-Pass program by providing \$1,089 to RTA to partially subsidize MSJC 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 \$1,089 to be used as partial funding of a one-year demonstration Go-Pass program at MSJC, payable upon receipt of invoice from RTA.
- B. RTA shall allow any MSJC student who provides a current, valid MSJC identification card to ride all of RTA's fixed route and commuter services at no charge commencing August 23, 2010 and ending August 22, 2011. This shall not apply to Dial-A-Ride services.
- C. RTA shall promote this program to MSJC 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 12 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 from August 23, 2010 and shall continue in effect until August 22, 2011.

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: Michael Shetler
Senior Management Analyst
(951) 955-1110

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:

By Marion Ashley

Name: Marion Ashley

Title: Chairman of the Board

RIVERSIDE TRANSIT AGENCY:

By Larry Rubio

Name Larry Rubio

Title Chief Executive Officer

APPROVED AS TO FORM:

By M. Victor 3/16/10
Riverside County Counsel
Marsha L. Victor

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

ATTEST:

KECIA HARPER-IHEM, Clerk
By Kecia Harper-Ihem
DEPUTY

APPROVED AS TO FORM
Kennard R. Smart, Jr
KENNARD R. SMART, JR