

**INTERAGENCY SERVICE AGREEMENT NO. 18-017**  
**BETWEEN**  
**RIVERSIDE TRANSIT AGENCY**  
**AND**  
**THE CITY OF BEAUMONT**

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of November, 2020 by and between Riverside Transit Agency, a public agency formed under a Joint Powers Agreement, 1825 Third Street, Riverside, California 92507 (hereinafter referred to as "AGENCY"); and City of Beaumont, a municipal corporation, 550 East 6<sup>th</sup> Street, Beaumont, California 92223 (hereinafter referred to as "CITY").

RECITALS:

WHEREAS, AGENCY and CITY are empowered by law to provide the general public with convenient, safe and accessible transportation within their respective jurisdictions; and

WHEREAS, CITY operates a transit system that is commonly known as "Beaumont Transit"; and

WHEREAS, AGENCY and CITY desire to cooperate and coordinate in route planning, scheduling, stops, transfers, fares and information dissemination; and

WHEREAS, both parties agree that this Agreement shall be non-financial in nature;

WHEREAS, this agreement shall supersede any and all previous service agreements between AGENCY and CITY;

NOW, THEREFORE, it is mutually understood and agreed by AGENCY and CITY as follows:

## ARTICLE 1. PUBLIC INFORMATION

AGENCY and CITY agree to cooperate in providing the public with specific transit information, advertising the operations of both agencies and promoting the general use of transit.

## ARTICLE 2. STOPS

A. AGENCY and CITY agree to cooperate in the location, installation and maintenance of all jointly used bus stops, including use of the other's poles and posts at joint transfer points.

B. Each party shall be solely responsible for claims for damages arising out of its installation of its bus stop signs or passenger amenities and its transportation and related services.

C. Each party agrees to the establishment of stops in the other's service area, subject to approval of each specific stop.

D. Each party may negotiate with the other party regarding boarding restrictions within its respective service area where duplication of service or potential revenue loss may occur.

E. Each party shall be responsible for obtaining any required licenses or permits and paying any necessary fees in order to establish bus stops, install amenities or operate service in either service area.

## ARTICLE 3. FARES

Fares may vary in accordance with adopted policies of each party. Each party shall retain all fares collected in the operation of their service.

## ARTICLE 4. TRANSFER CONNECTIONS

AGENCY and CITY agree to facilitate minimization of passenger waiting time, and both parties shall coordinate schedules whenever practical.

## ARTICLE 5. TRANSFER

A. AGENCY shall only accept fare media at Beaumont Walmart (RTA stop ID's 2928 and 2929), Loma Linda Veterans Hospital and San Bernardino Transit Center where CITY'S routes meet or intersect AGENCY'S routes.

B. CITY shall only accept fare media at Beaumont Walmart (RTA stop ID's 2928 and 2929), Loma Linda Veterans Hospital and San Bernardino Transit Center where AGENCY'S routes meet or intersect CITY'S routes.

C. AGENCY shall accept CITY'S fare media valued at AGENCY'S local base fare for service toward AGENCY'S local fixed route service. In the event that CITY'S base fare is valued at more than AGENCY'S base fare, no change or credit will be due to the passenger. Passengers are not required to pay additional fares to cover any shortfall between the CITY'S and AGENCY'S base fares. Fare media includes valid multi-use passes such as daily, weekly and monthly passes issued for various fare categories including but not limited to full-fare, senior, disabled, Medicare, veteran, student and youth categories.

D. CITY shall accept AGENCY'S local fixed fare media valued at CITY'S base fare for service toward CITY'S regular fixed route service. In the event that AGENCY'S base fare is valued at more than CITY'S base fare, no change or credit will be due to the passenger. Passengers are not required to pay additional fares to cover any shortfall between the AGENCY'S and CITY'S base fares. Fare media includes valid multi-use passes such as daily, weekly and monthly passes issued for various fare categories including but not limited to full-fare, senior, disabled, Medicare, veteran, student and youth categories.

E. CITY shall accept AGENCY'S local fixed route fare media on CITY'S Commuter Link buses for a \$1 discount toward the applicable premium fare. Fare media includes valid multi-use passes such as daily, weekly and monthly passes issued for various fare categories including but not limited to full-fare, senior, disabled, Medicare, veteran, student and youth categories.

F. AGENCY shall accept CITY'S regular fixed route fare media valued at AGENCY'S local fixed route base fare on AGENCY'S Commuter Link buses. In the event that AGENCY'S base fare is valued at more than CITY'S base fare, no change or credit will be due to the passenger. Passengers are not required to pay additional fares to cover any shortfall

between the AGENCY'S and CITY'S base fares. Fare media includes valid multi-use passes such as daily, weekly and monthly passes issued for various fare categories including but not limited to full-fare, senior, disabled, Medicare, veteran, student and youth categories.

G. AGENCY shall accept CITY'S Commuter Link fare media valued at AGENCY'S local fixed route base fare toward AGENCY'S Commuter Link service. In the event that CITY'S base fare is valued at more than AGENCY'S base fare, no change or credit will be due to the passenger. Passengers are not required to pay additional fares to cover any shortfall between the CITY'S and AGENCY'S base fares. Fare media includes valid multi-use passes such as daily, weekly and monthly passes issued for various fare categories including but not limited to full-fare, senior, disabled, Medicare, veteran, student and youth categories.

H. CITY shall accept AGENCY'S Commuter Link fare media valued at CITY'S base fare toward CITY'S Commuter Link service. In the event that AGENCY'S base fare is valued at more than CITY'S base fare, no change or credit will be due to the passenger. Passengers are not required to pay additional fares to cover any shortfall between the CITY'S and AGENCY'S base fares. Fare media includes valid multi-use passes such as daily, weekly and monthly passes issued for various fare categories including but not limited to full-fare, senior, disabled, Medicare, veteran, student and youth categories.

I. The transfer media are not valid for Dial-A-Ride or Access Service.

J. Each party shall accept the other party's valid employee identification, on all local fixed route and commuter services in lieu of payment of fare.

K. AGENCY shall accept CITY'S Military Veteran Identification for purchase of AGENCY'S reduced Veterans Fares.

L. CITY shall accept AGENCY'S Military Veteran Identification for purchase of CITY'S reduced Veterans fares.

## ARTICLE 6. OPERATIONAL INFORMATION

Each party shall formally inform the Director of Service Planning or Community Services Director of the other agency of future plans for route and schedule changes, exclusive of temporary demand and emergency situations, no later than 30 days before the changes

are scheduled to be implemented.

#### ARTICLE 7. CONTROL AND RESPONSIBILITY

A. Each party to this Agreement, in its operations pursuant hereto, is acting as an independent contractor and agrees to indemnify and hold the other party, including its officers, directors, employees, agents, subcontractors and suppliers, harmless from and against all claims, losses, damages and expenses, including attorney's fees, on account of bodily injury to or death of any person, or for property damage arising out of the performance of services described in this Agreement, unless caused by the negligence of the other party.

B. Each party to this agreement shall indemnify, defend and hold harmless the other party, including its officers, directors, employees, agents, subcontractors and suppliers, from and against any and all liability or expense including any claim of liability and any and all losses or costs, including legal expenses and costs of expert witnesses and consultants, that may be imposed by the other party solely by virtue of the provisions of Section 895.2 of the California Government Code.

#### ARTICLE 8. SERVICE TO BE OPERATED

Each party may operate non-duplicating services in the other's jurisdiction with the written approval of the other agency. Every attempt shall be made to coordinate alignments, schedules, stops, fare policies, and route planning for the safety and convenience of the general public.

#### ARTICLE 9. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

Each party shall be solely responsible for complying with the Americans with Disabilities Act of 1991 (ADA) as amended, including the provision of parallel ADA demand response service along each party's fixed routes operated in the other party's service area.

#### ARTICLE 10. NO MONETARY CLAIMS

Neither party shall have any claims against or liabilities to the other party on account of expenses incurred or revenues received or lost as a result of this Agreement except as otherwise provided to the contrary herein.

## ARTICLE 11. TERMS OF THE AGREEMENT

This Agreement shall be effective on the date of full execution by both parties and will remain in effect provided that neither party terminates this Agreement. Notwithstanding the forgoing sentence, until terminated by either party by giving 60 days written notice to the other party.

## ARTICLE 12. GOVERNING LAW; SEVERABILITY.

This Agreement is in all respects governed by California law. If any part of this Agreement or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

## ARTICLE 13. INSURANCE.

The parties each verify that they are a self-insured entity or maintain indemnity coverage through a Joint Powers Authority.

## ARTICLE 14. COMPLIANCE WITH LAWS.

Each party shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by either party must be in accordance with these laws, ordinances, codes and regulations.

ARTICLE 15 NOTIFICATION AND MAILING ADDRESSES

Any requests and demands made between the parties pursuant to this Agreement are to be directed as follows:

CITY OF BEAUMONT:

Beaumont Transit  
550 East 6<sup>th</sup> Street  
Beaumont, CA 92223  
Attn: City Manager  
Todd Parton  
(951) 769-8520

AGENCY:

Riverside Transit Agency  
1825 Third Street  
Riverside, CA 92507  
Attn: Vince Rouzard  
Chief Procurement & Logistics Officer  
(951) 565-5180

Any notices of service and schedule changes are to be directed as follows:

CITY OF BEAUMONT:

Beaumont Transit  
550 East 6<sup>th</sup> Street  
Beaumont, CA 92223  
Attn: Elizabeth Gibbs  
Community Services Director  
(951) 769-8521

AGENCY:

Riverside Transit Agency  
1825 Third Street  
Riverside, CA 92507  
Attn: Kristin Warsinski  
Director of Planning  
(951) 565-5136

ARTICLE 16. ENTIRE AGREEMENT.

The terms and conditions of this Agreement represents the entire agreement between the parties with respect to its subject matter. This Agreement shall supersede any and all prior contracts between the parties, regarding the subject matter of this Agreement. The terms and conditions of this Agreement shall not be altered or otherwise modified except by a written amendment executed by both parties.

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

CITY OF BEAUMONT

RIVERSIDE TRANSIT AGENCY

By \_\_\_\_\_

Todd Parton  
City Manager

By \_\_\_\_\_

Larry Rubio  
Chief Executive Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By \_\_\_\_\_

John O. Pinkney  
City Attorney

By \_\_\_\_\_

Barbara Raileanu  
General Counsel