

**INTERAGENCY SERVICE AGREEMENT
BETWEEN
THE CITY OF BANNING
AND
THE CITY OF BEAUMONT**

THIS AGREEMENT is made and entered into the latter of the 1st day of July, 2020 or the date upon execution by both parties by and between the City of Banning, a municipal corporation, 99 E Ramsey Street, Banning, California 92220 (hereinafter referred to as "BANNING"); and the City of Beaumont, a municipal corporation, 550 East 6th Street, Beaumont, California 92223 (hereinafter referred to as "BEAUMONT"). The annual term of this agreement shall coincide with the fiscal year of July 1st to June 30th.

RECITALS:

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

WHEREAS, BANNING and BEAUMONT each operate a public bus transit system; and

WHEREAS, BANNING and BEAUMONT desire to cooperate and coordinate in bus route planning, scheduling, stops, transfers, fares and information dissemination; and

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

WHEREAS, this Agreement shall supersede any and all previous service agreements concerning public transit between BANNING and BEAUMONT.

NOW, THEREFORE, it is mutually understood and agreed by BANNING and BEAUMONT as follows:

ARTICLE 1. GENERAL AUTHORITY

The City Managers ("City Manager"), or their designees, of BANNING and BEAUMONT, are hereby made the authorized representative, respectively, of BANNING and BEAUMONT to grant such authorizations and take such further actions as may be necessary to effectuate this Agreement

ARTICLE 2. PUBLIC INFORMATION

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

ARTICLE 3. STOPS

A. BANNING and BEAUMONT agree to cooperate in the location, installation and maintenance of the following jointly used bus stops, including the use of the other's sign posts:

(1) Walmart Transfer Station – 1540 East 2nd Street, Beaumont, CA 92223; and
(2) San Gorgonio Memorial Hospital – 600 North Highland Springs Avenue, Banning, CA 92220

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 shall implement the following boarding restrictions within its respective service area where duplication of service or potential revenue loss may occur, including:

BEAUMONT will limit BANNING to no more than three buses per hour at the Walmart Transfer Station; and

BANNING will limit BEAUMONT to no more than three buses per hour at the San Gorgonio Memorial Hospital bus stop.

Neither party will board passengers at any other bus stop within the other party's jurisdiction.

D. 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 4. 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 5. TRANSFER CONNECTIONS

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

ARTICLE 6. TRANSFER

A. BANNING shall accept BEAUMONT'S transfer tickets or media valued at BANNING'S base fare for that service toward BANNING'S regular fixed route service at the Walmart Transfer Station and San Gorgonio Hospital bus stop. In the event that BEAUMONT'S base fare is valued at more than BANNING'S base fare, no change or credit will be due to the passenger. Passengers are not required to top-up their fare to cover any shortfall between the BEAUMONT'S and BANNING'S base fares. Transfer media includes a one-time transfer ticket issued by BEAUMONT.

B. BEAUMONT shall accept BANNING'S transfer tickets or media valued at BEAUMONT'S base fare for that service toward BEAUMONT'S regular fixed route service at the Walmart Transfer Station and San Gorgonio Hospital bus stop. In the event that BANNING'S base fare is valued at more than BEAUMONT'S base fare, no change or credit will be due to the passenger. Passengers are not required to top-up their fare to cover any shortfall between the BANNING'S and BEAUMONT'S base fares. Transfer media includes a one-time transfer ticket issued by BANNING.

C. BANNING shall accept BEAUMONT'S Commuter plus Local Day or Monthly Passes as transfer media for a one-dollar (\$1) discount on BANNING'S Commuterlink buses with their applicable premium fare.

D. BEAUMONT shall accept BANNING'S Commuter plus Local Day or Monthly Passes as transfer media for a one-dollar (\$1) discount on BEAUMONT'S Commuterlink buses with their applicable premium fare.

E. The transfer ticket or media shall not be issued on or valid on Dial-A-Ride or other curb-to-curb service.

F. Until such time as both agencies use electronic fare media (e.g. phone applications), such as Token Transit, electronic fare media is excluded from this agreement.

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

H. BANNING shall accept BEAUMONT'S Military Veteran Identification for purchase of BANNING'S reduced Veterans Fares.

I. BEAUMONT shall accept BANNING'S Military Veteran Identification for purchase of BEAUMONT'S reduced Veterans fares.

ARTICLE 7. OPERATIONAL INFORMATION

Each party shall formally inform the designated representative of each City 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 8. CONTROL AND RESPONSIBILITY

A. Each party to this Agreement, in its operations pursuant hereto, is acting as an independent contractor and agrees to defend, 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 any loss, damage or claim, including bodily injury to or death of any person, or for property damage arising out of such party's performance of services described in this Agreement, unless, and to the extent, caused by the negligence, gross negligence or intentional conduct 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 9. SERVICE TO BE OPERATED

Neither party may operate duplicating services in the other's jurisdiction without the written approval of the other party's elected city council. Every attempt shall be made to coordinate alignments, schedules, stops, fare policies, and route planning for the safety and convenience of the public and in accordance with Article 5 - Relationships Between Operators - of the Transportation Development Act.

ARTICLE 10. 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 11. 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 12. TERMS OF THE AGREEMENT

This Agreement shall be effective on July 1, 2020, or the date of full execution by both parties, whichever date is later, and will remain in effect for a term of one year. Prior to December 15th of the existing year, both parties will meet at least once to discuss coordination of services for the following fiscal year, as well as to discuss an extension of this agreement by an additional subsequent term for one year. Notwithstanding the forgoing sentence, either party may terminate this agreement by giving 60 days written notice to the other party.

ARTICLE 13. GOVERNING LAW; SEVERABILITY.

This Agreement is in all respects governed by California law and venue for any dispute shall be in Riverside County. If any article, section, part or sentence 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 14. INSURANCE.

The parties each verify that they are a self-insured entity or maintain insurance coverage through a Joint Powers Authority in reasonable and customary amounts for their respective operations.

ARTICLE 15. COMPLIANCE WITH LAWS.

Each party shall observe and comply with the Transportation Development Act of 1971, all other 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 16. 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:
550 East 6th Street
Beaumont, CA 92223
Attn: Todd Parton
City Manager
(951) 769-8520

CITY OF BANNING:
99 East Ramsey Street
Banning, CA 92220
Attn: Doug Schulze
City Manager
(951) 922-3104

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

CITY OF BEAUMONT:
550 East 6th Street
Beaumont, CA 92223
Attn: Elizabeth Gibbs
Community Services Director
(951) 769-8521

CITY OF BANNING:
99 East Ramsey Street
Banning, CA 92220
Attn: Art Vela
Public Works Director
(951)922-3130

ARTICLE 17. 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.

ARTICLE 18. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended to, and shall not be interpreted to, create any rights or establish any standard of care with regards to any third party who is not a signatory and party to this Agreement.

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

CITY OF BEAUMONT

CITY OF BANNING

By _____
Rey Santos, Mayor

By _____
Daniela Andrade, Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By _____
John O. Pinkney, City Attorney

By _____
Kevin G. Ennis, City Attorney