

**JOINT SERVICE AGREEMENT**

between

Omnitrans )  
1700 W. Fifth Street )  
San Bernardino, CA 92411 )  
 )  
and )  
 )  
Riverside Transit Agency )  
1825 Third Street )  
Riverside, CA 92507 )  
 )  
and )  
 )  
Los Angeles County Metropolitan Transportation Authority )  
818 W. Seventh Street )  
Los Angeles, CA 90017 )

**SERVICE CONTRACT AGREEMENT**

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
199\_\_, by and between Omnitrans, 1700 W. Fifth Street, San Bernardino, CA 92411, a joint  
powers authority established under the laws of the State of California (OMNITRANS), Riverside  
Transit Agency, 1825 Third Street, Riverside, California 92507, a public corporation of the State  
of California (RTA) and the Los Angeles County Metropolitan Transportation Authority, 818 W.  
Seventh Street, Los Angeles, CA 90017, a public corporation of the State of California  
(LACMTA).

**WITNESSETH**

WHEREAS, OMNITRANS, and RTA are the primary regional carriers in San Bernardino and Riverside Counties respectively and LACMTA is the transportation planning commission for Los Angeles County, and these counties are an integrated economic entity resulting in travel demands not necessarily constrained by political boundaries, and;

WHEREAS, to efficiently serve these regional travel demands it may be necessary for one carrier to operate to, within or through another carrier's service area, and for equity, the financial responsibility for public transit service benefiting a county's residents must be borne by that county, and;

WHEREAS, the carriers within these counties are obligated to provide the general public with safe, convenient public transportation by coordinating and cooperating in route planning and scheduling, the provision of transfer privileges, coordinated fare structures and information dissemination, and;

WHEREAS, the two above mentioned transit agencies within their respective counties and LACMTA have expressed a desire to begin a cooperative effort for the provision of public transit service described in Exhibit A, provided by a CONTRACTOR secured by the competitive bid process.

WHEREAS, RTA, OMNITRANS, AND LACMTA have agreed that OMNITRANS will act as the LEAD AGENCY for purpose of contract administration; NOW, THEREFORE, OMNITRANS, RTA and LACMTA agree as follows:

## AGREEMENT

### ARTICLE 1. DEFINITION OF TERMS

As used throughout this Agreement, the following terms have the meanings set forth below:

1. "AGENCY" means Riverside Transit Agency, OMNITRANS and the Los Angeles County Metropolitan Transportation Authority.
2. "SERVICE" means the designated 100/110/496 fixed route transportation between Riverside, San Bernardino and Los Angeles Counties, as described and established in Exhibit A.
3. "CONTRACTOR" means the business entity represented by the person or persons, partnership, corporation, or combination thereof, which has entered into an external contract with OMNITRANS to operate the SERVICE.

#### ARTICLE 2. TERM OF AGREEMENT

A. The term of this Agreement shall be for the period commencing July 1, 1993 and ending June 30, 1995, unless earlier terminated or extended as provided elsewhere in this Agreement.

#### ARTICLE 3. COMPLETE AGREEMENT

A. This Agreement, including all exhibits and other documents, incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the agreement between OMNITRANS, RTA and LACMTA and supersedes all prior representations, understandings and communications. The validity of the whole or part of any term or condition of the Agreement shall not affect the validity of other terms or conditions.

B. Changes hereto shall not be binding upon parties except when specifically confirmed in writing by a authorized representatives of OMNITRANS, RTA and LACMTA respectively.

#### ARTICLE 4. REPRESENTATIVES

The General Manager of OMNITRANS, or his designee, shall have the authority to act for and exercise any of the rights of OMNITRANS as set forth in this Agreement, subsequent to and in accordance with the authorization by OMNITRANS' Board of Directors. The General Manager of RTA, or his designee, shall have the authority to act for and exercise any of the rights of RTA as set forth in this Agreement subsequent to and in accordance with the authorization granted by RTA's Board of Directors. The Executive Director of LACMTA, or his designee, shall have the authority to act for and exercise any of the rights of LACMTA as set forth in this Agreement, subsequent to and in accordance with the authorization by LACMTA's Board of Directors.

#### ARTICLE 5. ADDITIONS/REDUCTIONS IN SERVICE

A. Minor route or schedule modifications which do not increase the cost of service provided, may be made without prior approval of all parties and without amendment to this Agreement. The initiating party shall notify all parties of such changes during the course of normal operations.

B. Substantial changes to routes or changes in schedules, short of termination of service, which will affect the cost of the provided service shall be made only by mutual agreement and amendment to this Agreement.

#### ARTICLE 6. INTERRUPTIONS OF SERVICE

Should the CONTRACTOR become unable to provide service hereunder due to work stoppage, riot, civil commotion, act of God, insufficient fuel or other resources, or other causes beyond the control of the affected party, it shall have no liability therefor and its monetary claim shall be proportionally adjusted.

#### ARTICLE 7. FARES

A. Fares may vary in accordance with the adopted policies of each party and the regulations governing them, as shown on the schedule of fares attached hereto as Exhibit B, and incorporated herein by reference as though fully set forth.

B. In lieu of payment of fare, the annual pass issued to employees of OMNITRANS, RTA and LACMTA shall be honored with all of the allowances accorded that pass, subject to normal restrictions in effect by the honoring agency. This acceptance of the annual employee pass will apply to the services provided by each of the parties to this agreement and the service shared by the parties.

C. Each party allows CONTRACTOR, to carry local passengers within their jurisdictions whose origins and destinations coincide with the route alignment of the SERVICE.

D. The parties agree to issue TLAC-V transfers.

**ARTICLE 8. TRANSFERS/TRANSFER CONNECTIONS**

- A. Each party shall accept the other's transfers valued at the cash purchase price toward the patron's applicable base fare within the prevailing fare zone.
- B. There will be no charge to either party or the patron for this transfer within the prevailing fare zone.
- C. In order to minimize a patron's waiting time all parties shall, wherever and whenever practical, coordinate their respective transfer schedules.

**ARTICLE 9. PUBLIC INFORMATION**

RTA and OMNITRANS shall cooperate in providing the general public with specific transit information for the SERVICE as well as advertising the operation of all agencies in promoting the general use of public transit.

**ARTICLE 10. COMPLAINT PROCEDURES**

The Agency shall institute and install procedures for the recording, investigation and monitoring of all service complaints and shall coordinate and inform appropriate agencies of the recording and findings of all complaint information.

**ARTICLE 11. BUS STOPS**

- A. The parties shall cooperate, to the extent practical, in the location, installation, expenses and maintenance of all jointly used bus stops.

B. The parties shall permit the use of existing standards (posts, poles) for the installation of bus stop signs by either party at jointly used bus stop locations.

C. Each party shall be solely responsible for any claims for damages which may arise out of the installation of its own bus stop signs and for the installation of sub-stop signs by either party at jointly used bus stop locations.

#### ARTICLE 12. INDEMNIFICATION

Each party to this Agreement shall indemnify, defend and hold harmless each other party, their officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages for bodily injuries, including death, or loss of, damage to or loss of use of property as a result of that party's acts or omissions in connection with or arising out of the performance under this Agreement.

#### ARTICLE 13. ACCIDENT/INCIDENT REPORTING

Each party, within its service area, shall institute and install procedures for the recording, investigation and monitoring of all accidents/incidents on service and shall coordinate and inform appropriate agencies of the reporting, adjusting and monitoring of accident/incident information.

#### ARTICLE 14. CONTRACT PERFORMANCE/MONITORING

A. During each monthly accounting period, each agency will randomly survey the CONTRACTOR's performance to ensure compliance with service objectives and contract

compliance. RTA and LACMTA shall notify OMNITRANS, the agency responsible for the reimbursement computations of the monthly claim for service, for the assessment of penalties against the CONTRACTOR for failure to perform in accordance with the AGENCY's service objectives and Statement of Work on or before the 10th of each month. Penalties shall be in the form of deductions from total service hours billed during the accounting period.

B. OMNITRANS shall administer the provisions of the agreement with CONTRACTOR. Each party shall designate one staff member as the project liaison for purposes of this Agreement.

C. OMNITRANS shall collect from the CONTRACTOR all ridership and revenue data for SERVICE and submit it in a report format to each party on a monthly basis. If the parties conduct an audit of CONTRACTOR's fare collection, accounting records, or operating performance to verify accuracy, all parties shall receive a copy of each audit report including all relevant information.

#### ARTICLE 15. SECTION 15 DATA COLLECTION

OMNITRANS as the designated lead agency for the purpose of contract administration will collect and report the applicable Section 15 operating data. This information will be distributed to the other parties to this agreement.

#### ARTICLE 16. VEHICLES

A. All vehicles required to provide service as outlined in Exhibit A shall be provided and procured by RTA and OMNITRANS. The equipment purchased will be fourteen (14) 1986

Neoplan Metroliner AN340/3 Coaches and will be used exclusively for routes 100/110/496 and 149.

B. The CONTRACTOR is completely responsible for the insurance and maintenance of these vehicles.

#### ARTICLE 17. FINANCIAL OBLIGATION OF AGENCY MEMBERS

A. On or before the 10th day of each month, CONTRACTOR shall submit an invoice to OMNITRANS, itemizing CONTRACTOR's full and complete performance hereunder for the previous period. OMNITRANS shall pay in accordance with the vehicle service hours successfully completed after such adjustment as OMNITRANS may make in accordance with the hereinabove provisions.

B. All cash revenues collected by CONTRACTOR on behalf of AGENCY shall be the sole property of AGENCY with OMNITRANS having accounting responsibility. CONTRACTOR shall report all fares, transfers, passes, etc., used by passengers as well as an accurate passenger count.

C. OMNITRANS shall reimburse the CONTRACTOR on a gross vehicle service hour basis less penalties for failure to meet the performance objectives during an accounting period and plus incentives for performance above performance objectives.

D. Notwithstanding any other provision of this Agreement (including its exhibits and attachments), except paragraph B of Article 5 above, RTA, OMNITRANS and LACMTA mutually agree that AGENCY's maximum cumulative payment, excluding ancillary costs, to CONTRACTOR hereunder for a total of two (2) years shall be Four Million Two Hundred Eighty

Three Nine Hundred Sixty Eight Dollars (\$4,283,968.00) including all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to, termination of this Agreement.

E. The sum of the CONTRACTOR's net invoice shall be divided proportionally based on each party's percentage of total mileage under this SERVICE. All ancillary costs shall be divided based on the agreed percentage for each party as follows: LACMTA: 50.45%, OMNITRANS: 39.54% and RTA: 10.01%.

F. OMNITRANS will issue payment to the CONTRACTOR within thirty (30) days of the submission of proper invoices in accordance with the rate(s) stated elsewhere in this agreement.

G. OMNITRANS shall compute each party's contribution of contract and ancillary costs. The parties shall pay OMNITRANS within ten (10) days of receipt of invoice according to the rate(s) stated elsewhere in this agreement.

#### ARTICLE 18. ANCILLARY COSTS

Ancillary costs are defined as those supportive operational costs over and above the contractual costs to the service provider such as fare security transportation services, schedule printing, performance audit, vehicle depreciation and lease interest, a twelve percent (12%) administrative fee and any other cost as may be applicable.

#### ARTICLE 19. AUDITS

OMNITRANS shall conduct an audit of actual costs, revenue and bus miles of service provided under this Agreement and shall be completed no later than four months following the last date specified in this Agreement, and a final adjustment to the claim shall be reached no later than six months following the last date specified in this Agreement.

**ARTICLE 20. NOTICES**

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person to the destinations specified below or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:

OMNITRANS  
1700 W. Fifth Street  
San Bernardino, CA 92411  
ATTENTION: General Manager  
(909/889-0811)

DESIGNEE: Ms. Jean M. Koenig  
(909/889-0811)

To RTA:

Riverside Transit Agency  
1825 Third Street  
Riverside, CA 92507  
ATTENTION: Ms. Susan J. Hafner  
(909/684-0850)

DESIGNEE: Ms. Shunna Austin  
(909/684-0850)

To LACMTA:

Los Angeles County Metropolitan Transportation Authority  
818 W. Seventh Street  
Los Angeles, CA 90017

ATTENTION: Mr. Franklin E. White  
(213/623-1194)

DESIGNEE: Mr. Ralph De La Cruz  

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## ARTICLE 21. TERMINATION

A. Any party may terminate this Agreement for its convenience any time, in whole or part, by giving the other parties six months (180) days written notice thereof.

B. Any party may terminate this Agreement for default if any party breaches any material term(s) or violates any material provision(s) of this Agreement and does not cure such breach or violations within ten (10) days after written notice thereof.

C. If two (2) parties receive a notice of termination, for reason of the third party's convenience or default, all parties shall exercise all reasonable controls to promptly terminate further charges against this Agreement. After giving all parties notice of termination, the terminating party shall pay AGENCY for its share of costs incurred to date of termination as follows:

1. Contract prices for supplies or services accepted under the contract;
2. Costs incurred in preparing to perform and performing the terminated portion of the work plus the stated profit on such portion of the work (such profit shall not include anticipatory profit of consequential damages), less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
3. Costs of settling and paying claims arising out of the termination of subcontracts (these costs must not include costs paid in accordance with subparagraph B of this paragraph); and,

4. The reasonable settlement costs of the contractor including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract.

D. OMNITRANS shall keep adequate records to substantiate costs and shall provide all parties with copies in the event of termination.

#### ARTICLE 22. ASSIGNMENTS AND SUBCONTRACTS

Neither this Agreement nor any interest herein not claimed may be assigned by any party to this Agreement either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted without the prior written consent of all parties. Consent shall not be deemed to relieve a party of its obligations to comply fully with all terms and conditions of this Agreement until duly terminated under Article 21 of this Agreement.

#### ARTICLE 23. REVENUE DISTRIBUTION

The total cash fares collected shall be distributed based on the agreed percentage for each party as follows: LACMTA: 50.45%, OMNITRANS: 39.54% and RTA: 10.01%

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IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed

on \_\_\_\_\_, 199\_\_ at, \_\_\_\_\_, California.

OMNITRANS

By: *Paul D. Squel*  
Chairman, Board of Directors

RIVERSIDE TRANSIT AGENCY

By: *James O. Hyatt*  
~~Chairman, Board of Directors~~  
First Vice Chairman, Board of Directors

APPROVED AS TO FORM:

By: *Ann Allen*  
OMNITRANS Counsel

APPROVED AS TO FORM:

By: *Barry S. [Signature]*  
RTA Counsel

LOS ANGELES COUNTY METROPOLITAN AUTHORITY

By: \_\_\_\_\_  
~~Chairman, Board of Directors~~  
Chief Executive Officer



APPROVED AS TO FORM:

By: *Regina Gifford*  
LACMTA Counsel 1-10-94

Proposed New Service: Revenue Miles

**Total Annual Revenue Miles: 984,545.46**

Revenue Miles By County	Weekday	Saturday	Sunday	Total	
A.	259,523.74	45,097.50	50,202.48	354,823.72	36.04%
B.	398,655.83	70,688.00	23,255.10	492,598.93	50.03%
Riverside	104,565.59	18,327.50	14,229.72	137,122.81	13.93%
<b>Total</b>	<b>762,745.16</b>	<b>134,113.00</b>	<b>87,687.30</b>	<b>984,545.46</b>	