

RIVERSIDE TRANSIT AGENCY
1825 Third Street
Riverside, CA 92507

January 25, 2007

TO: BOARD OF DIRECTORS

THRU: Larry Rubio,  Chief Executive Officer

FROM:  Vince Rouzaud, Chief Procurement and Logistics Officer

SUBJECT: Authorization to Enter Into a Cooperative Agreement with the City of Riverside for the Pass-Through of Federal Section 5309 Funds, Transportation Uniform Mitigation Fee (TUMF) Revenues and Transportation Development Act/Local Transportation Funds for the Development of the Riverside Transit Center; Authorization to Execute an Agreement with the Western Riverside Council of Governments (WRCOG) for the Reimbursement of Transportation Uniform Mitigation Fee (TUMF) Revenues for the Development of the Riverside Transit Center

Summary: At the September 28, 2006, Board of Directors meeting, staff provided the Board with an update on the City of Riverside's (City) efforts to relocate the downtown transit center. The update identified the proposed location as a site located on Vine Street directly across from the Riverside Metrolink Rail Station. This location was selected because of its proximity to the Metrolink Rail Station which will provide improved accessibility to mass transit for both bus and Metrolink riders.

The initial plan was to locate the new transit center on two parcels; one parcel owned by the City and the other parcel owned by the Riverside County Transportation Commission (RCTC). This plan was later revised to include the acquisition of additional property after it was determined that approximately two-thirds (2/3) of both the original parcels will be absorbed by Caltrans for the SR91 freeway improvements.

Since the September Board meeting, City and RTA staff have negotiated the key deal points that will make up the Cooperative Agreement between the City and the Agency. The following key points have been agreed to by both parties.

1. RTA will contribute up to \$7,000,000 towards the completion of the new transit center.
2. RTA will be the sole owner of the completed facility and will be responsible for all maintenance and operations.
3. RTA will be responsible for providing continuous security patrol for the new facility.
4. The City will act as lead agency and be responsible for land acquisition, environmental clearance, and, design and construction of the facility.
5. RTA will have final approval authority for the design and site layout.
6. The City will be responsible for traffic and circulation control mitigation in and around the new facility.
7. The City will contribute up to \$3,000,000 towards the completion of the new transit center making the total project budget \$10,000,000.
8. The City will ensure that the timing of the development of the facility shall not cause RTA to be without the use of the current transit center or the new facility.
9. In return for the City's contribution, RTA will work in partnership with the City to transfer the remaining federal interest associated with the existing downtown transit center to the new facility.

The Agency and the City are required to execute a Cooperative Agreement outlining the pass through of federal funds, TUMF revenues and other related responsibilities.

Fiscal Impact:

The Agency's funding profile for the Riverside Transit Center project is shown below:

	FY 03	FY 04	FY05	FY06	FY07	FY08
Section 5309 (Appropriated)	\$491,840	\$970,874		\$742,500		
Section 5309 (Future)	---	---	---	---	---	---
TDA/LTF (Appropriated)		\$122,960				
TUMF (Appropriated)			\$267,740	\$23,700	\$185,625	
TUMF (Future)					\$2,500,000	\$299,975
Total	\$491,840	\$1,093,834	\$267,740	\$766,200	\$4,080,411	\$299,975
				Total Project Budget		\$7,000,000

Note: Future Federal Section 5309 funding will be requested in the Agency's annual Federal appropriations request. The total project budget is included in the fiscal year 2007 TUMF Program of Projects update.

Committee Recommendation:

This item was discussed at the Board Budget and Administration Committee meeting of January 10, 2007. The Committee members unanimously approved recommending this item to the full Board of Directors for their consideration.

Recommendation:

- Authorize staff to enter into a Cooperative Agreement with the City of Riverside for the pass-through of Federal Section 5309 funds, TUMF revenues and, Transportation Development Act/Local Transportation Fund monies in an amount not-to-exceed \$7,000,000 for the development of the new Riverside Transit Center.
- Authorize staff to execute an Agreement with the Western Riverside Council of Governments for the reimbursement of Transportation Uniform Mitigation Fee (TUMF) revenues for the new Riverside Transit Center.
- Authorize staff to work with the Federal Transit Administration to transfer the remaining book value associated with the existing downtown transit center to the new facility.

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COOPERATIVE AGREEMENT NO. 6-032
BETWEEN
RIVERSIDE TRANSIT AGENCY
AND
THE CITY OF RIVERSIDE

THIS COOPERATIVE AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2007 (“Effective Date”), by and between the RIVERSIDE TRANSIT AGENCY located at 1825 Third Street, Riverside, CA 92507 (“RTA”) and the CITY OF RIVERSIDE, located at 3900 Main Street, Riverside, CA 92522 (“CITY”).

WITNESSETH:

WHEREAS, RTA is the designated recipient and CITY is the subrecipient of certain grant funding from the Federal Transit Administration (FTA) for the purpose of developing and constructing a multi-modal transit facility in the City of Riverside, California as a turnkey project (“Project”); and

WHEREAS, RTA is the designated recipient and CITY is the subrecipient of certain TUMF Program Funding from the Western Riverside Council of Governments for this Project; and

WHEREAS, RTA will be working in conjunction with the CITY during the development and construction of the Project;

WHEREAS, CITY will act as the lead agency for the Project; and

WHEREAS, this Agreement defines the specific terms, conditions and funding responsibilities between CITY and RTA for the Project;

1 NOW, THEREFORE, in consideration of the mutual covenants, promises and
2 representations herein, the receipt and adequacy of which is hereby acknowledged, the
3 parties hereto agree as follows:
4

5 1. TERM OF AGREEMENT

6 This Agreement shall commence upon the Effective Date and shall remain in full force
7 and effect until the Project, as further described in Exhibit A, is complete and title for the
8 Project property has been transferred to RTA.
9

10 2. RTA RESPONSIBILITIES

11 RTA agrees to the following responsibilities for Project:

12 A. Funding – RTA will remit to CITY in accordance with Paragraph 6 “Payments”,
13 the sum of Seven Million Dollars (\$7,000,000).
14

15 B. Feasibility Study – RTA will conduct a study of the proposed site(s) to determine
16 the feasibility for a transit station.
17

18 C. Ongoing Maintenance – Upon Project completion and title transfer, RTA shall
19 assume the maintenance for the Project site.
20

21 D. Cooperation – As set forth in Section 5, RTA shall provide CITY with the
22 cooperation required to complete the Project.
23

24 3. CITY RESPONSIBILITIES

25 CITY agrees to the following responsibilities for Project:

26 A. The CITY shall deliver a turnkey Project to RTA including but not limited to, the
27 land acquisition, environmental clearance, and design and construction of the Project.
28 Those parcels identified on the Riverside County Land Information website as APN #215
29 152 012; APN #215 341 007; APN #215 341 004; and APN #215 350 018 have been
30 identified by the Parties for the Project and CITY shall use its best efforts to acquire them
31 or shall acquire other parcels as deemed necessary for the Project. Changes to this

1 Agreement may be requested in accordance with Section 8 (H) following.

2

3 B. The CITY shall be responsible for right-of-way issues, including but not limited
4 to, required reassessment of the parcels and lot lines, as well as all property title, tax
5 issues or related CITY fees arising prior to Project completion and title transfer.

6

7 C. The CITY shall contribute up to \$3,000,000 towards the Project.

8

9 D. Notwithstanding the above noted contribution amount, the CITY shall be solely
10 responsible for the costs of any Phase I and Phase II analyses and any remediation of
11 contaminants identified in these analyses if economically feasible. If the remediation of
12 contaminants identified in these analyses proves to be infeasible, the Project site shall be
13 moved to another mutually agreed upon location. The CITY shall be solely responsible
14 for costs associated with the traffic and circulation control mitigation in and around the
15 Project; the CITY shall also be solely responsible for the costs associated with raising the
16 site to street level.

17

18 E. The CITY shall ensure that the timing of the development of the Project shall not
19 cause RTA to be without the use of either the current mass transit center or the Project.

20

21 F. Upon acceptance by RTA at the completion of the Project, CITY shall cause the
22 transfer of a clean and lien-free title of the Project property (Project parcels and all
23 improvements) to RTA.

24

25 G. The CITY shall not undertake any action in regard to the Project that adversely
26 affects the Federal interest in or impairs RTA's continuing control and use of the Project
27 property; this provision shall remain in full force and effect throughout the useful life of
28 the Project.

29

30 H. The CITY shall be responsible for incorporating all relevant terms and conditions
31 of this Agreement in CITY's separate contracts for design and construction.

1 I. The CITY shall be responsible for ensuring Project design and development is
2 handled in accordance with all FTA regulations.

3

4 4. DESIGN & CONSTRUCTION OF PROJECT

5 A. Design – RTA shall have final approval authority for design and site layout of the
6 Project; said approval shall not be unreasonably withheld. Both parties agree to
7 coordinate their actions/approvals in such a manner so that the Project’s progress is not
8 materially impacted. RTA may require a representative from RTA participate on any
9 selection panel assembled for the review and selection of CITY contractors in association
10 with this Project.

11

12 B. Project Procedures – CITY shall comply with its standards and procedures found
13 in the City charter, Municipal Code and administrative procedures and otherwise
14 applicable to the Project.

15

16 C. Impacts – Any impact by the Project on CITY rights-of-way, CITY Facilities,
17 private businesses and private property is the sole responsibility of CITY. RTA shall not
18 have any responsibility for any Project-related impact. RTA may require CITY to
19 provide documentation related to Right-of-Way. Impacts shall include street closures,
20 encroachments, occupation, and implementation of traffic control, effects on access, or
21 any other impact as it applies to CITY rights-of-way, CITY facilities, businesses and
22 private property.

23

24 5. PROJECT COORDINATION AND COOPERATION

25 A. Resources – Each Party will provide a technical lead to exchange information
26 between each other concerning the Project (see Section 9[J] for designated individuals).

27

28 B. Cooperation and Coordination – Parties will cooperate and coordinate to the
29 extent practicable in the performance of the Project and in their other respective
30 responsibilities under this Agreement.

31

1 C. Representatives – In order to ensure prompt and continued coordination between
 2 the Parties, the Parties hereby designate and authorize primary representatives to
 3 coordinate, and to perform any administrative tasks needed as part of this Agreement.
 4 All communications relating to activities concerning this Agreement shall be exchanged
 5 between the representatives noted below in Section 9(J) “Notices”, or their designees.

6
 7 D. Access to Contractor Information – CITY will use its best efforts to accommodate
 8 RTA’s reasonable requests for information associated with the Project and CITY’s
 9 subcontractor’s progress.

10
 11 6. PAYMENTS

12 A. Payment / Procedure For The Reimbursement Of Funds – In accordance with
 13 federal regulations, the CITY shall be reimbursed its eligible costs and expenses upon
 14 presentation to RTA of an accurate monthly statement certifying that such costs and
 15 expenses are eligible, the authority for such eligibility, and enclosing therewith copies of
 16 invoices and other evidence of payment, and such other information and documentation
 17 as may be reasonably required by RTA to verify such costs and expenses.
 18 Documentation shall be in a format acceptable by both CITY and RTA.

19
 20 B. Invoices. CITY shall invoice RTA on a monthly, lump-sum basis corresponding
 21 to the work actually completed by CITY’s subcontractors. Percentage of task(s)
 22 completed, task deliverables submitted, and work remaining by task shall be documented
 23 in a monthly progress report prepared by CITY, which report shall accompany each
 24 invoice submitted by CITY. CITY shall also furnish such other information as may be
 25 requested by RTA to substantiate the validity of an invoice.

26
 27 C. Format. Each invoice shall be accompanied by the monthly progress report.
 28 RTA shall remit payment within thirty (30) calendar days of the receipt and approval of
 29 each invoice. Each invoice shall include the following information:

- 30 1. Agreement # 6-032;
 31 2. Specify the Exhibit A Task(s) and price elements for which payment is being

- 1 requested;
- 2 3. The time period covered by the invoice;
- 3 4. Total invoice amount (including project-to-date cumulative invoice amount);
- 4 5. Such other information as requested by RTA; and
- 5 6. Include the following certification signed by CITY’s authorized
- 6 representative: “I hereby certify that the costs itemized in this invoice are
- 7 eligible Project costs and the amounts are true and correct.”
- 8 Signed: _____
- 9 Title: _____
- 10 Date: _____
- 11 Invoice No.: _____

12

13 D. Ineligible Project Costs. The Total Project Cost shall not include the following

14 items which shall be borne solely by the CITY without reimbursement: (1) CITY

15 administrative costs; (2) CITY costs attributed to the preparation of invoices, billings and

16 payments; (3) any CITY fees attributed to the processing of the Project; and (4) expenses

17 for items of work not included within the scope of work in Exhibit “A” (see those items

18 the CITY is solely responsible for as set forth in Section 3 previously).

19

20 E. Maximum Project Commitment - Notwithstanding any provisions of this

21 Agreement to the contrary, RTA and CITY mutually agree that RTA’s maximum

22 cumulative payment obligation for Project shall be Seven Million Dollars (\$7,000,000).

23 In no way shall the RTA’s maximum obligation exceed this amount. If CITY incurs

24 additional costs, direct or indirect, RTA is not obligated to make available additional

25 funding. Any required local match shall be provided by RTA.

26

27 F. Audits And Inspection Of Records - After receipt of reasonable notice and during

28 the regular business hours of CITY, CITY shall provide RTA or other agents of RTA,

29 WRCOG and the FTA Administration, such access to CITY’s books, records, payroll

30 documents, and facilities as RTA deems necessary to examine, audit and inspect all

31 accounting books, records, work data, documents and activities directly related hereto.

1 CITY shall maintain such books, records, data and documents in accordance with
2 generally accepted accounting principles and shall clearly identify and make such items
3 readily accessible to such parties during CITY's performance hereunder and for a period
4 of four (4) years from the date of final reimbursement by RTA hereunder.

5
6 G. Prompt Payment - The CITY and/or its contractors shall return all monies
7 withheld in retention from a subcontractor within 30 days after receiving payment for
8 work satisfactorily completed and accepted including incremental acceptances of portions
9 of the contract work by the Agency. Federal regulation (49 CFR 26.29) requires that any
10 delay or postponement of payment over 30 days may take place only for good cause and
11 with the agency's prior written approval. Any violation of this provision shall subject the
12 violating prime consultant or subcontractor to the penalties, sanctions, and other remedies
13 specified in Section 7108.5 of the California Business and Professions Code. These
14 requirements shall not be construed to limit or impair any contractual, administrative, or
15 judicial remedies otherwise, available to the prime contractor or subcontractor in the
16 event of a dispute involving late payment, or nonpayment by the CITY, deficient
17 subcontract performance, or noncompliance by a subcontractor. This provision applies to
18 both DBE and non-DBE prime contractors and subcontractors.

19
20 Failure by CITY to carry out the Prompt Payment requirements is a material breach of
21 the Agreement, which may result in the termination of the Agreement or other such
22 remedy as the Agency deems appropriate.

23
24 These prompt payment provisions must be incorporated in all subcontract agreements
25 issued by CITY under this Agreement.

26
27 7. INDEMNIFICATION, INSURANCE AND WARRANTIES

28 A. Indemnification - CITY shall indemnify, defend and hold harmless RTA, its
29 officers, directors, employees and agents from and against any and all claims (including
30 attorneys' fees and reasonable expenses for litigation or settlement) for any loss or
31 damages, bodily injuries, including death, damage to or loss of use of property caused by

1 the negligent acts, omissions or willful misconduct by CITY, its officers, directors,
2 employees, agents, subcontractors or suppliers in connection with or arising out of the
3 performance of this Agreement. RTA shall indemnify, defend and hold harmless CITY,
4 its officers, directors, employees and agents from and against any and all claims
5 (including attorneys' fees and reasonable expenses for litigation or settlement) for any
6 loss or damages, bodily injuries, including death, damage to or loss of use of property
7 caused by the negligent acts, omissions or willful misconduct by RTA, its officers,
8 directors, employees, agents, subcontractors or suppliers in connection with or arising out
9 of the performance of this Agreement.

10
11 B. Indemnification by CITY Contractor – CITY shall cause all contractors,
12 consultants, suppliers and vendors rendering services for the Project to indemnify and
13 hold harmless RTA and WRCOG, their officers, directors, employees and agents, from
14 and against any and all claims, demands, suits, damages, including consequential
15 damages and damages resulting from personal injury or property damage, costs, and
16 expenses and fees that are asserted against RTA or WRCOG and that arise out of or result
17 from negligent acts or omissions by the Contractors, their employees, agents and
18 representatives in performing services for CITY on the Project.

19
20 C. Effect of Acceptance. The CITY shall be responsible for the professional
21 quality, technical accuracy and the coordination of any services provided to complete the
22 Project. RTA's review, acceptance or funding of any services performed by the CITY or
23 any other person or entity under this Agreement shall not be construed to operate as a
24 waiver of any rights RTA may hold under this Agreement or of any cause of action
25 arising out of this Agreement. Further, the CITY shall be and remain liable to RTA, in
26 accordance with applicable law, for all damages to RTA or WRCOG caused by the
27 CITY's negligent performance of this Agreement or supervision of any services provided
28 to complete the Project.

29
30 D. Insurance - The CITY shall require, at a minimum, all persons or entities hired to
31 perform the Project to obtain, and require their subcontractors to obtain, insurance of the

1 types and in the amounts described below and satisfactory to the CITY and RTA. Such
2 insurance shall be maintained throughout the term of this Agreement, or until completion
3 of the Project, whichever occurs last.

4 1) Commercial General Liability Insurance. Occurrence version commercial general
5 liability insurance or equivalent form with a combined single limit of not less than
6 \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it
7 shall apply separately to the Project or be no less than two times the occurrence limit.

8 Such insurance shall:

- 9 • Name WRCOG, RTA and CITY, and their respective officials, officers,
10 employees, agents, and consultants as insured with respect to performance of the
11 services on the Project and shall contain no special limitations on the scope of
12 coverage or the protection afforded to these insured;
- 13 • Be primary with respect to any insurance or self insurance programs covering
14 WRCOG, RTA and CITY, and/or their respective officials, officers, employees,
15 agents, and consultants;
- 16 • Contain standard separation of insured provisions; and
- 17 • Be issued by a company authorized to transact business and issue policies in the
18 state of California and have a rating of B+ or higher and a finance rating of at
19 least VII.

20 2) Business Automobile Liability Insurance. Business automobile liability insurance
21 or equivalent form with a combined single limit of not less than \$1,000,000.00 per
22 occurrence. Such insurance shall include coverage for owned, hired and non-owned
23 automobiles.

24 3) Professional Liability Insurance. Errors and omissions liability insurance with a
25 limit of not less than \$1,000,000.00. Professional liability insurance shall only be
26 required of design or engineering professionals.

27
28 4) Workers' Compensation Insurance. Workers' compensation insurance with
29 statutory limits and employers' liability insurance with limits of not less than
30 \$1,000,000.00 each accident.

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1 8. MISCELLANEOUS WRCOG FLOWDOWN PROVISIONS

2 A. Funding Amount/Adjustment. If a post Project audit or review indicates that
3 RTA has provided reimbursement to the CITY in an amount in excess of the maximum
4 obligation amount for the Project, or has provided reimbursement of ineligible Project
5 costs, the CITY shall reimburse RTA for the excess or ineligible payments within 30
6 days of notification by RTA.

7
8 B. Obligation to Repay TUMF Program Funds to RTA. In the event that (i) the
9 CITY, for any reason, determines not to proceed with or complete the Project or (ii) the
10 Project is not timely completed, subject to any extension of time granted by RTA
11 pursuant to the terms of this Agreement, the CITY agrees that any TUMF Program Funds
12 that were distributed to the CITY for the Project shall be repaid in full to RTA.

13
14 C. No Funding for Temporary Improvements. Only segments or components of the
15 Program that are intended to form part of or be integrated into the Project may be funded
16 by WRCOG TUMF Program Funds. No improvement which is temporary in nature,
17 including but not limited to temporary roads, curbs, or drainage facilities, shall be funded
18 with WRCOG TUMF Program Funds except as needed for staged construction of the
19 Project.

20
21 D. CITY's Funding Obligation to Complete the Project. In the event that the
22 maximum obligation amount set forth in Section 6(E) above for the Project represents
23 less than the total cost of the Project, the CITY shall provide such additional funds as
24 may be required to complete the Project as described in Exhibit "A".

25
26 E. Review of Services. The CITY shall allow RTA or WRCOG's Representative to
27 inspect or review the progress of the Project at any reasonable time in order to determine
28 whether the terms of this Agreement are being met.

29
30 G. Prevailing Wages. The CITY and any other person or entity hired to perform
31 services on the Project shall comply with the requirements of California Labor Code

1 Sections 1770 et seq., which would require the payment of prevailing wages where the
2 services or any portion thereof determined to be a public work, as defined therein. The
3 CITY shall ensure compliance with these prevailing wage requirements by any person or
4 entity hired to perform the Project. The CITY shall defend, indemnify, and hold
5 harmless RTA and WRCOG, its officers, employees, consultants, and agents from any
6 claim or liability, including without limitation attorneys, fees, arising from its failure or
7 alleged failure to comply with California Labor Code Sections 1770 et seq.

8
9 H. Project Amendments. Changes to the characteristics of the Project, including the
10 deadline for Project completion, and any responsibilities of the CITY or RTA may be
11 requested in writing by the CITY and are subject to the approval of RTA and WRCOG's
12 Representative, which approval will not be unreasonably withheld, provided that
13 extensions of time for completion of the Project shall be approved in the sole discretion
14 of RTA or WRCOG's Representative. Nothing in this Agreement shall be construed to
15 require or allow completion of the Project without full compliance with the California
16 Environmental Quality Act (Public Resources Code Section 21000 et seq.; "CEQA") and
17 the National Environmental Policy Act of 1969 (42 USC 4231 et seq.; "NEPA"), if
18 applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify,
19 excuse, or permit a delay in completion of the Project.

20
21 I. Limited Scope of Duties. RTA's duties and obligations under this Agreement are
22 limited to those described herein. RTA has no obligation with respect to the safety of any
23 Project performed at a job site. In addition, RTA shall not be liable for any action of
24 CITY or its contractors relating to the condemnation of property undertaken by CITY or
25 construction related to the Project.

26
27 J. Public Acknowledgement. The CITY agrees that all public notices, news
28 releases, information signs and other forms of communication shall indicate that the
29 Project is being cooperatively funded by the RTA and WRCOG TUMF Program Funds.

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1 9. OTHER PROVISIONS

2 A. Independent Contractor. CITY employees and its contractors shall be
3 independent contractors in the performance of this Agreement, and not official
4 employees, contractors or agents of RTA.

5
6 B. Federal, State And Local Laws. CITY warrants that in the performance of this
7 Agreement, it shall comply with all applicable federal, state and local laws, statutes and
8 ordinances, and all lawful orders, rules and regulations promulgated there under. CITY
9 further warrants it will comply with all the standard terms and conditions governing the
10 administration of a project supported with WRCOG TUMF Funds and with Federal
11 assistance awarded by the FTA through a Grant Agreement or Cooperative Agreement
12 with the Recipient (RTA).

13
14 C. Incorporation Of Federal Transit Administration (FTA) Terms. The preceding
15 provision includes, in part, certain Standard Terms and Conditions required by DOT,
16 whether or not expressly set forth in the preceding Agreement provisions. All contractual
17 provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby
18 incorporated by reference. Anything to the contrary herein notwithstanding, all FTA
19 mandated terms shall be deemed to control in the event of a conflict with other provisions
20 contained in this Agreement. The CITY shall not perform any act, fail to perform any
21 act, or refuse to comply with RTA requests that would cause RTA to be in violation of
22 the FTA terms and conditions.

23
24 D. Prohibited Interest. The parties hereto covenant and agree that to their
25 knowledge, no board member, officer or employee of CITY during his/her tenure in
26 office or for one (1) year thereafter shall have any interest, whether contractual, non-
27 contractual, financial or otherwise, in this transaction, or in the business of the
28 contracting party other than CITY, and that if any such interest comes to the knowledge
29 of either party at any time, a full and complete disclosure of all such information will be
30 made in writing to the other parties, even if such interest would not be considered a
31 conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (commencing

1 with Section 1090) or Division 4.5 of Title 1 (commencing with Section 3600) of the
2 Government Code of the State of California.

3
4 E. Legal Authority. The persons executing this Agreement on behalf of the Parties
5 hereto warrant that they are duly authorized to execute this Agreement on behalf of said
6 Parties and that, by so executing this Agreement, the Parties are hereto formally bound to
7 the provisions of this Agreement.

8
9 F. Equal Employment Opportunity. In connection with its performance under this
10 Agreement, CITY shall not discriminate against any employee or applicant for
11 employment because of race, creed, religion, color, sex, age, sexual orientation, physical
12 or mental disabilities, medical conditions, national origin or ancestry or any other
13 consideration made unlawful by federal, state, or local laws. Failure of the CITY or
14 CITY's subcontractors to carry out these requirements is a material breach of Agreement,
15 which may result in the termination of this Agreement by RTA, or any other such remedy
16 the RTA may deem appropriate. CITY shall insert the substance of this entire clause in
17 all subcontracts hereunder.

18
19 G. Termination.

20 1) Notice. Either RTA or CITY may, by written notice to the other party, terminate
21 this Agreement, in whole or in part, in response to a material breach hereof by the other
22 Party, by giving written notice to the other party of such termination and specifying the
23 effective date thereof. The written notice shall provide a 30 day period to cure any
24 alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the
25 manner in which the breach can be cured.

26 2) Effect of Termination. In the event that the CITY terminates this Agreement, the
27 CITY shall, within 180 days, repay to RTA in full all Project Funds provided to the CITY
28 under this Agreement. In the event that RTA terminates this Agreement, RTA shall,
29 within 90 days, reimburse CITY its allowable costs incurred to date for all products,
30 equipment and services provided up to and including the date of termination, for work
31 performed up to and including the date of termination and reasonable project close out costs;

1 provided, however, that RTA shall be entitled to exercise its rights under Section 6 -
2 Payments, including but not limited to conducting a review of the invoices and requesting
3 additional information. This Agreement shall terminate upon receipt by the non-
4 terminating Party of the amounts due it hereunder.

5 3) Cumulative Remedies. The rights and remedies of the Parties provided in this
6 Section are in addition to any other rights and remedies provided by law or under this
7 Agreement.

8
9 H. Disputes. Except as otherwise provided in this Agreement, disputes shall be
10 resolved in accordance with RTA's dispute policy. Pending final decision of a dispute
11 hereunder, CITY shall proceed diligently with the performance of this Agreement in
12 accordance with the decision of RTA's Chief Procurement & Logistics Officer. This
13 "Disputes" clause does not preclude consideration of questions of law in connection with
14 decisions provided for above. Nothing in this Agreement, however, shall be construed as
15 making final the decision of any RTA official or representative on a question of law,
16 which questions shall be settled in accordance with the laws of the State of California.

17
18 I. Disadvantaged Business Enterprises. In connection with its performance under
19 this Agreement, CITY agrees to cooperate with RTA in meeting RTA's participation
20 goals with regard to the maximum utilization of Disadvantaged Business Enterprise
21 (DBEs). CITY will use its best efforts to ensure that DBEs shall have an equitable
22 opportunity to compete for contract work under this Agreement and shall carry out all
23 applicable requirements under 49 CFR Part 26.

24
25 J. Project Management. All work will be under the direction of a Project Manager
26 (PM) as designated by CITY.

27
28 CITY's point of contact concerning administrative/technical matters hereunder is:
29 Richard Gonzalez, Interim Redevelopment Area Manager, 951-826-2432 phone; 951-
30 826-5744 fax; rxgonzalez@riversideca.gov.

31

1 RTA's point of contact concerning administrative/technical matters hereunder is:
2 Vince Rouzaud, Chief Procurement & Logistics Officer, (951) 565-5180 phone; (951)
3 565-5001 fax; vrouzaud@riversidetransit.com
4

5 CITY agrees to permit RTA's representatives to confer as necessary with CITY's PM. It
6 is understood and agreed upon that RTA's representatives have no authority to supervise,
7 direct or control the work performed hereunder.
8

9 K. Notification. All correspondence is to be sent to the following address:

10 Riverside Transit Agency	City of Riverside
11 1825 Third Street	Development Department
12 P.O. Box 59968	3900 Main Street
13 Riverside, CA 92517	Riverside, CA 92522
14 Attn: Vince Rouzaud	Attn: R. Gonzalez
15	

16 L. Governing Law And Venue. The law of the state of California, without regard to
17 any conflicts of law provisions, shall govern any action or claim arising out of this
18 Agreement. The parties agree that the venue for any action or claim arising out of or
19 related to this Agreement shall be Riverside County. If any action or claim concerning
20 this Agreement is brought by any third party, the parties hereto agree to use their best
21 efforts to obtain a change of venue to Riverside County.
22

23 M. Severability. If any term, provision, condition, or covenant of this Agreement is
24 held invalid or unenforceable, the remainder of this Agreement shall not be affected
25 thereby.
26

27 N. Attorneys' Fees. If either party commences an action against the other party
28 arising out of or in connection with this Agreement, the prevailing party in such litigation
29 shall be entitled to have and recover from the losing party reasonable attorneys' fees and
30 costs of suit.
31

32 O. Time of Essence. Time is of the essence for each and every provision of this
33 Agreement.

1 P. Entire Agreement. This Agreement constitutes the entire understanding of the
2 parties with respect to the subject matter hereof, and there are no other representatives,
3 promises, warranties, covenants or undertaking with respect thereto.

4

5 IN WITNESS WHEREOF, Parties of this Cooperative Agreement having affixed their
6 signatures hereto agree to be legally bound by this and executed by their respective
7 officers, duly authorized.

8

9 RIVERSIDE TRANSIT AGENCY CITY OF RIVERSIDE

10

11

12 By: _____ By: _____

13

Larry Rubio

14

Chief Executive Officer

15

16

17 APPROVED AS TO FORM: APPROVED AS TO FORM

18

19

20 By: _____ By: _____

21

Kennard R. Smart, Jr.

22

General Counsel

23

ATTEST:

24

25

By: _____

EXHIBIT A

SCOPE OF SERVICES

The Project shall consist of the development and construction of a new Multi-modal Transportation Center within the city limits of Riverside. Those parcels identified on the Riverside County Land Information website as APN #215 152 012; APN #215 341 007; APN #215 341 004; and APN #215 350 018 have been identified by the Parties for the Project and CITY shall use its best efforts to acquire them or shall acquire other parcels as deemed necessary for the Project.

The Riverside Transit Facility Project is the development of a suitable site into a bus transit terminal, with an 8 to 12 bay bus plaza, a parking area and possibly retail space to replace the current downtown terminal. Under this Agreement and with RTA's participation as set forth under Section 4 – Design & Construction of Project, the CITY shall be responsible for the development and construction of this turnkey Project (excluding those items the CITY is solely responsible for as stipulated in Section 3). At the completion of the Project, title of the Project parcels and all improvements shall be transferred to RTA.

Exhibit A-1

ESTIMATE OF COST

The Project shall consist of the development and construction of a new Multi-modal Transportation Center, adjacent to the Metrolink Station located at 4141 Vine Street in Riverside.

Specific project phases will be as follows:

- 1) The Acquisition of Project parcels
- 2) Design/Engineering Services
- 3) Right-of-Way/Permitting
- 4) Construction of Facility

TOTAL Project Estimated Cost:

\$10,000,000.00

Exhibit A-2

PROJECT SCHEDULE

The Agency anticipates the following schedule milestones for the Project (all timeframes set forth below commence upon the Effective Date of this Agreement):

Design Services:

- ❖ CITY issues competitive procurement within one month
- ❖ Proposals due within three months
- ❖ Notice to Proceed to be issued within three months

The design/engineering portion of this project is anticipated to be complete within six months.

Construction Services:

- ❖ CITY issues competitive procurement within nine months
- ❖ Bids due within 10 months
- ❖ Notice to Proceed to be issued within 13 months
- ❖ Construction to begin within 14 months

The construction portion of this project is anticipated to be complete within 22 months or by January, 2009.