

SACRAMENTO TRANSPORTATION AUTHORITY  
MEASURE A NEIGHBORHOOD SHUTTLE PROGRAM  
GRANT AGREEMENT

**WORKFORCE TRANSPORTATION FOR YOUTH AND YOUNG ADULTS**

This Agreement is made and entered into as of \_\_\_\_\_, 2018 by and between the **Sacramento Transportation Authority**, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority," and **Parantransit, Inc.**, hereinafter called "Entity".

**RECITALS**

**WHEREAS**, In 2004, the electors of Sacramento County approved, by two-thirds vote, sales tax Measure 'A' and Authority Ordinance No. 04-01 ("the Measure A Ordinance"); and

**WHEREAS**, the Measure A Ordinance includes a the "Sacramento County Transportation Expenditure Plan 2009-2039" (the "Expenditure Plan"); and

**WHEREAS**, the Expenditure Plan provides for the allocation of "at least \$30 million in sales tax revenues [to] fund the development of additional Neighborhood Shuttles throughout Sacramento County."; and

**WHEREAS**, the Authority Board of Directors has authorized the Authority's Executive Director to enter into an agreement with Entity consistent with the Neighborhood Shuttle System requirement of the Expenditure Plan.

**NOW, THEREFORE, THE AUTHORITY AND ENTITY AGREE AS FOLLOWS:**

1. **Purpose.** The purpose of this Agreement is to:
  - a. Provide for the transfer by the Authority to Entity of Measure 'A' sales tax revenue from the Neighborhood Shuttle Program for the Project described in Section 2.
  - b. Set forth Entity's obligations with respect to the receipt and expenditure thereof.
  
2. **Description of Projects.** The Project funded by this Agreement is the following pilot:
  - a. Workforce Transportation for Youth and Young Adults, a.k.a, Moving Youth to Jobs the Civic Lab project to provide travel and mobility training and transportation service(s) for youth and young adults to internships and other employments opportunities.

3. Definitions. Unless the context otherwise requires, as used in this Agreement, the following terms shall have the following meanings:
  - a. “Act” means the Local Transportation Authority and Improvement Act set forth in the provisions of the Public Utilities Code commencing with Section 180000.
  - b. “Board” means the Governing Board of the Sacramento Transportation Authority.
  - c. “Civic Lab” means a team effort coordinated by the Sacramento Area Council of Governments to bring together local and partner agencies to work together fostering and promoting smart mobility options through innovation and the creation of new technologies.
  - d. “Grant” means financial assistance provided by Authority for the particular purpose of providing local shuttle services with limited involvement by the Authority.
  - e. “Measure A” or “Ordinance” means Sacramento Transportation Authority Ordinance No. STA 04-01.
  - f. “Neighborhood Shuttle Program” means the Authority’s competitive grant program among local public transit providers to promote the development or expansion of shuttle routes in residential and commercial areas that have no—or infrequent—transit service.
  - g. “Pilot” means a small scale, limited-term experiment meant to help Authority and Entity learn how a large-scale or permanent project might work in practice.
4. Amount of Allocation and Period of Expenditure. The Board has reserved for Entity the sum of \$400,000 for expenditure on the Project. This sum is available to and shall be claimed by Entity prior to June 30, 2021. No additional funds will be provided under this Agreement. This Agreement shall expire on June 30, 2021, unless extended by mutual agreement of the Parties.
5. Compliance. The use and expenditure of sales tax revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this Agreement, and all other applicable contractual and legal requirements. In the event of non-compliance by Entity, the Authority reserves the right to withhold funding, cancel funding, seek repayment of sums previously disbursed under this Agreement and/or other appropriate action.
6. Disbursement of Revenues.
  - a. Disbursements of revenue pursuant to this Agreement are awarded as grants.

- b. Entity may invoice Authority according to the following schedule:
  - i. \$35,000 in Quarter 1.
  - ii. \$45,000 in Quarter 2.
  - iii. \$58,000 in Quarter 3.
  - iv. \$56,000 in Quarter 4.
  - v. \$31,000 in Quarter 5.
  - vi. \$25,000 per quarters in Quarters 6 through 12.
- c. Claims for payment shall be submitted no more often than monthly and no less often than semi-annually.
- d. All claims shall be approved by Entity's Project Manager prior to submission to Authority.

7. Reporting.

- a. Entity shall present a status report to the STA Governing Board at a regular meeting approximately once every six months or as requested by STA Executive Director. Information in the status report shall include:
  - Progress on implementation
  - Statistical metrics
  - Findings and learnings
- b. Authority Executive Director shall coordinate with Project Manager the dates and times for the delivery of status reports.

8. Audits.

- a. Authority staff will review payment claims on a selected basis.
- b. Annual audits of the STA, as a whole, will be performed by an independent auditor and reviewed by the Independent Taxpayer Oversight Committee (ITOC). As part of that audit, Entity expenditures may also be audited.
- c. Claims found to have inadequate supporting documentation may be denied by the Authority Executive Director. Funds spent for any expenditures found to be in noncompliance with this Agreement may be withheld from future payments. The Board shall reallocate any funds so withheld for other Neighborhood Shuttle Program projects.

9. Designation of Project Manager. Entity shall designate a Project Manager who shall be the responsible representative of Entity to Authority staff regarding administration of this Agreement.
10. Signs. Entity shall display signs on shuttle Project vehicles stating that the project is funded with Measure A funds. The signs must be approved by the Authority's Executive Director.
11. Indemnity and Hold Harmless. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this Agreement by Entity whether or not caused in part by passive negligence of a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by Authority.

The parties promise and agree to abide by the terms of this Agreement as set forth above.

SACRAMENTO TRANSPORTATION AUTHORITY

By:

Dated:

\_\_\_\_\_  
Norman K. Hom, Executive Director

PARATRANSIT, INC.

By:

Dated:

\_\_\_\_\_  
Tiffani Fink, Chief Executive Officer