

Meeting Date: 9/6/2016

Report Type: Consent

Report ID: 2016-00828

Title: Agreement for Transportation Services with PARATRANSIT, Inc.

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or City Manager's designee, to enter into an Agreement for transportation services with Paratransit, Inc. in an amount not to exceed \$120,000 over five years.

Contact: Katherine Robbins, Administrative Officer, (916) 808-1562; Rosanne Bernardy, Recreation Superintendent, (916) 808-1590, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Older Adult Services

Dept ID: 19001711

Attachments:

1-Description/Analysis

2-Contract

City Attorney Review

Approved as to Form

Gerald Hicks

8/3/2016 10:14:08 AM

Approvals/Acknowledgements

Department Director or Designee: Shannon Brown - 7/29/2016 3:10:55 PM

Description/Analysis

Issue Detail: In 2012, the City Council approved the Ethel MacLeod Hart Trust Fund Advisory Committee, the City and Paratransit then conducted a Senior Transportation Voucher pilot project to assist low-income older adults with the cost of transportation. Staff is seeking to continue the program beyond the initial pilot as it proved to be a valuable resource to the low-income senior community. The inadequacy of transportation resources for seniors has been well documented through county-wide senior needs assessments and is demonstrated by the frequency of calls received at Hart Senior Center from older residents in need of transportation resources.

For low-income seniors eligible for service from PARATRANSIT, the \$5.00 (non-ADA) and \$5.50 (ADA) one-way fare presents a significant barrier. These seniors typically use PARATRANSIT services for necessary trips like doctors' appointments, but often forego trips to less necessary - but very valuable - activities such as exercise and social programs, many of which are provided at Hart Senior Center and other CITY recreational facilities.

Policy Considerations: This action is consistent with Sacramento City Code Chapter 3.64 regarding professional service agreements.

Economic Impacts: Not applicable.

Environmental Considerations: California Environmental Quality Act (CEQA): This report concerns administrative activities that do not constitute a "project" as defined by Section 15378(b)(2) of the CEQA Guidelines (Title 14 Cal. Code Reg. § 15000 et seq.).

Sustainability: Not applicable.

Commission/Committee Action: The Ethel MacLeod Hart Trust Fund Advisory Committee voted to recommend continued funding of the Senior Transportation Fare Assistance Program at its May 23, 2016 meeting.

Rationale for Recommendation: PARATRANSIT operates a transportation program for seniors, with vehicles on the premises. Providing fare assistance to low-income seniors allows them take trips beyond their necessary destinations such as doctor's appointments to participate in other valuable activities such as exercise and social programs, many of which are provided at Hart Senior Center and other City recreational facilities.

Low-income PARATRANSIT enrollees age 60 and above who reside in the City of Sacramento are eligible to participate in the Senior Transportation Fare Assistance Project. An individual will be considered income eligible if their total combined annual income before taxes falls at or below the Federal Poverty Income Guidelines or if the individual is a Supplemental Security Income (SSI) recipient.

For low-income seniors eligible for service from PARATRANSIT, the \$5.00 (non-ADA) and \$5.50 one-way fares present a barrier. This collaboration between the City and PARATRANSIT will provide the following benefits:

- Increase access to transportation for low-income seniors eligible for PARATRANSIT services.
- Encourage low-income seniors who limit their outings to necessary trips like doctors' appointments to use PARATRANSIT transportation as a way to increase participation in life enriching activities.
- Increase the number of low-income seniors enrolled in PARATRANSIT.

The Ethel MacLeod Hart Trust Fund Guidelines for Advisory Committee and Trust Fund Administration indicate that, based on the bequest of Ethel MacLeod Hart, the endowment established in her name is to be used for the "use, enjoyment and comfort" of Sacramento's senior citizens.

Financial Considerations: The operation of Senior Transportation Fare Assistance Program will assist low-income older adults with the cost of transportation. The parties desire to renew that agreement to implement the Senior Transportation Fare Assistance Program over a five-year term, with City providing funding for such services from the Hart Trust Fund for Senior Citizens Project (I19121000). Total Maximum Payment by CITY to PARATRANSIT under this Agreement for trips provided by PARATRANSIT to eligible participants in the Senior Fare Assistance Program shall be Twenty-four Thousand Dollars (\$24,000.00) per fiscal year. It is understood and agreed that this total is the maximum and that CITY will only pay for services actually rendered.

Local Business Enterprise (LBE): Not applicable.

**AGREEMENT BETWEEN CITY OF SACRAMENTO AND PARATRANSIT, INC. FOR
SENIOR TRANSPORTATION FARE ASSISTANCE PROGRAM**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between the **CITY OF SACRAMENTO**, a municipal corporation and charter city in the State of California, hereinafter referred to as "**CITY**," and **PARATRANSIT, INC.** hereinafter referred to as "**PARATRANSIT**".

RECITALS

WHEREAS, CITY operates the Hart Senior Center and other programs for older adults and some of these older adults are both low income and in need of special transportation services due to age or disability. The **CITY** Older Adult Services operation is funded in part from the Ethel MacLeod Hart Trust Fund;

WHEREAS, PARATRANSIT provides door-to-door transportation to the elderly and people with disabilities in Sacramento County;

WHEREAS, CITY and **PARATRANSIT** conducted a Senior Transportation Voucher pilot project between 2012 and 2015 to assist low income older adults with the cost of transportation. The parties desire to renew that agreement to implement the Senior Transportation Fare Assistance Program over a five-year term, with **CITY** providing funding for such services from the Hart Trust Fund; and,

WHEREAS, CITY and **PARATRANSIT** desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, **CITY** and **PARATRANSIT** agree as follows:

I. SCOPE OF SERVICES

PARATRANSIT shall provide services in the amount, type and manner described in Exhibit A of this Agreement, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective as of September 1, 2016, and shall remain in effect until June 30, 2021, unless sooner terminated pursuant to the provisions of Paragraph **XXI** of this Agreement.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO CITY
Rosanne Bernardy
Hart Senior Center
915 27th Street
Sacramento, CA 95816

TO PARATRANSIT
Tiffani M. Fink,
Deputy Executive Director
PO Box 231100
2501 Florin Road
Sacramento, CA 95823

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

PARATRANSIT shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES AND PERMITS

PARATRANSIT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by **PARATRANSIT**. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by **CITY**.

VII. PERFORMANCE STANDARDS

PARATRANSIT shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to **PARATRANSIT'S** services. It is agreed by the parties that **PARATRANSIT**, in the performance of services hereunder, is subject to the control or direction of **CITY** as to the designation and scheduling of tasks to be performed, but not as to the means and methods for accomplishing tasks. **PARATRANSIT** shall retain full responsibility and authority to direct and control the activities of **PARATRANSIT** staff and any consultants hired by **PARATRANSIT** to perform services for this Agreement.

VIII. STATUS OF CONTRACTOR

- A. It is understood and agreed that **PARATRANSIT** (including its employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. **PARATRANSIT'S** assigned personnel shall be entitled to any benefits payable to employees of **PARATRANSIT**. **PARATRANSIT** is required to make any deductions or withholdings from the compensation payable to **PARATRANSIT** under the provisions of this Agreement.
- B. If, in the performance of this Agreement, any third persons are employed by **PARATRANSIT**, such persons shall be entirely and exclusively under the direction, supervision, and control of **PARATRANSIT**. All terms of employment, including hours, working conditions, discipline, or any other terms of employment or requirements of law, shall be determined by **PARATRANSIT** and CITY shall have no authority over such persons or the terms of such employment.
- C. It is further understood and agreed that **PARATRANSIT's** assigned personnel shall be covered by workers' compensation and shall be entitled to the benefits normally provided by **PARATRANSIT** to its employees.

IX. CONTRACTOR IDENTIFICATION

PARATRANSIT shall provide the **CITY** with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: **PARATRANSIT'S** name, address, telephone number, employer identification number, and whether dependent health insurance coverage is available to **PARATRANSIT**.

X. CONFLICT OF INTEREST

PARATRANSIT officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XI. INDEMNIFICATION

- A. **CITY** shall indemnify, defend, and hold harmless **PARATRANSIT**, its officers, directors, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, to the extent caused in whole or in part by any negligent or intentional act or omission of **CITY**, its City Council, its officers, directors, agents, employees, subcontractors, volunteers or anyone directly or indirectly acting on behalf of **CITY**.

- B. **PARATRANSIT** shall defend, indemnify and hold harmless **CITY**, its City Council, officers, directors, agents, employees and volunteers from any and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement caused in whole or in part by the negligent or the intentional acts or omissions of **PARATRANSIT'S** officers, directors, agents, employees, subcontractors or volunteers or anyone directly or indirectly acting on behalf of **PARATRANSIT**.
- C. It is the intention of **PARATRANSIT** and **CITY** that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, and governing bodies. It is also the intention of **PARATRANSIT** and **CITY** that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, or governing body.
- D. The indemnifying party must pay all costs and expenses that may be incurred by the indemnitee in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section will survive the expiration, termination, or assignment of this Agreement.

XII. INSURANCE

PARATRANSIT and **CITY** finance their liability, property and workers' compensation risk through a combination of self-insurance and insurance. **PARATRANSIT** and **CITY** are knowledgeable of each entity's risk financing program and agree to rely on these programs to pay for any liabilities, losses, costs, suits, claims, judgments, expenses, fines or demands of any kind that may arise under the terms of this Agreement. .

XIII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Payment Amount set forth in Exhibit B. Total Maximum Payment under this contract shall not exceed One Hundred and Twenty Thousand Dollars (\$120,000.00). It is understood and agreed that this total is the maximum and that **CITY** will only pay for services actually rendered.
- B. **PARATRANSIT** shall submit monthly invoices on the forms and in accordance with the procedures mutually agreed upon by **CITY** and **PARATRANSIT**. Invoices shall be submitted to **CITY** no later than the fifteenth (15th) day of the month following the invoice period, and **CITY** shall pay **PARATRANSIT** within thirty (30) days after receipt of an appropriate and correct invoice.

- C. **PARATRANSIT** operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year.
- D. **PARATRANSIT** shall maintain for four (4) years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement.

XIV. SUBCONTRACTS, ASSIGNMENT

- A. **PARATRANSIT** shall obtain prior written approval from **CITY** before subcontracting any of the services delivered under this Agreement. **PARATRANSIT** remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement.
- B. This Agreement is not assignable by **PARATRANSIT** in whole or in part, without the prior written consent of **CITY**.

XV. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon **PARATRANSIT** unless agreed in writing by **CEO** and counsel for **PARATRANSIT**.

XVI. SUCCESSORS

This Agreement shall bind the successors of **CITY** and **PARATRANSIT** in the same manner as if they were expressly named.

XVII. TIME

Time is of the essence of this Agreement.

XVIII. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XIX. DIRECTOR

As used in this Agreement, "CEO" shall mean the Chief Executive Officer of Paratransit, Inc.

XX. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

XXI. TERMINATION

- A. **CITY** or **PARATRANSIT** may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing.
- B. If this Agreement is terminated under paragraph A, **CITY** shall only pay for any services completed and provided prior to notice of termination. In the event of termination under paragraph A, **PARATRANSIT** shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of **PARATRANSIT** covered by this Agreement, less payments of compensation made.
- C. **PARATRANSIT** shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that **PARATRANSIT** can legally cancel.

XXII. AUDITS AND RECORDS

Upon **CITY'S** request, **CITY** or its designee shall have the right at reasonable times and intervals to audit, at **PARATRANSIT'S** premises, **PARATRANSIT'S** financial and program records as **CITY** deems necessary to determine **PARATRANSIT'S** compliance with legal and contractual requirements and the correctness of claims submitted by **PARATRANSIT**. **PARATRANSIT** shall maintain such records for a period of four (4) years following termination of the Agreement, and shall make them available for copying upon **CITY'S** request at **CITY'S** expense.

XXIII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between **CITY** and **PARATRANSIT** regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between **CITY** and **PARATRANSIT** regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXIV. Intentionally Omitted.

XXV. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. This Agreement shall be deemed executed when it has been signed by both parties.

XXVI. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

XXVII. ADDITIONAL PROVISIONS

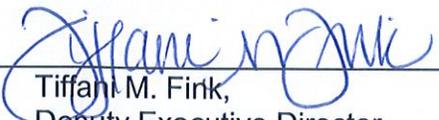
The additional provisions contained in Exhibits A and B attached hereto are part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**CITY OF SACRAMENTO, a
Municipal corporation and
Charter city in the State of
California**

**PARATRANSIT, Inc., a
nonprofit corporation organized
pursuant to Section 5000 of Title I
of the Corporations Code**

By: _____
Christopher C. Conlin
Parks and Recreation Director

By: 
Tiffany M. Firk,
Deputy Executive Director
Paratransit, Inc.

For: John F. Shirey, City Manager

Date: _____

Date: August 23, 2016

APPROVED AS TO FORM:

Renne Sloan Holtzman Sakai LLP

By: _____
Senior Deputy City Attorney

By: 
Attorney for Paratransit, Inc.

ATTEST:

By: _____
Assistant City Clerk

**EXHIBIT A to Agreement Between
CITY OF SACRAMENTO,
hereinafter referred to as "CITY"
and PARATRANSIT, INC.,
hereinafter referred to as "PARATRANSIT"**

**SCOPE OF SERVICES
Senior Transportation Fare Assistance Program**

CITY is in collaboration with **PARATRANSIT** intends to improve access to transportation by low-income seniors.

Project Background

The inadequacy of transportation resources for seniors has been well documented through county-wide senior needs assessments and demonstrated by the frequency of calls received at Hart Senior Center from older residents in need of transportation resources. For low-income seniors eligible for service from **PARATRANSIT**, the \$5.00 (Non-ADA) and \$5.50 (ADA) one-way fare presents a barrier. These seniors typically use **PARATRANSIT** services for necessary trips like doctors' appointments, but often forego trips to less necessary - but very valuable - activities such as exercise and social programs, many of which are provided at Hart Senior Center and other **CITY** recreational facilities.

Goals:

1. Increase access to transportation for low-income seniors eligible for **PARATRANSIT** services
2. Encourage low-income seniors who limit their outings to necessary trips like doctors' appointments to use **PARATRANSIT** transportation as a way to increase participation in life enriching activities.
3. Increase the number of low-income seniors enrolled in **PARATRANSIT**.

Eligibility:

Low-income **PARATRANSIT** enrollees age 60 and above who reside in the City of Sacramento are eligible to participate in the Senior Transportation Fare Assistance Program. An individual will be considered income eligible if their total combined annual income before taxes falls at or below the Federal Poverty Income Guidelines or if the individual is a Supplemental Security Income (SSI) recipient.

Services Provided by PARATRANSIT:

1. Communicate to low-income **PARATRANSIT** riders the availability of fare assistance valued at \$5.00 (Non-ADA) and \$5.50 (ADA) for one-way rides and the process for obtaining this fare assistance.
2. Provide fare assistance for twenty (20) free one-way trips for use during a twelve- (12) month period to no fewer than one hundred eighty (180) eligible seniors who request participation in the project.
3. Work with **CITY** to gather and report readily-available data about participants' use of the Senior Fair Assistance Project and provide reports to **CITY** as mutually agreed upon by the parties. Send monthly invoices to **CITY** for reimbursement of transportation fare assistance provided to eligible riders.

Services Provided by CITY, Older Adult Services

1. Conduct outreach at Hart Senior Center and other venues to alert seniors to the Senior Transportation Fare Assistance Program.
2. Counsel eligible seniors to enroll in **PARATRANSIT** as a way to increase access to transportation.

**EXHIBIT B to Agreement Between
CITY OF SACRAMENTO,
hereinafter referred to as "CITY",
and PARATRANSIT, INC.,
hereinafter referred to as "PARATRANSIT"**

BUDGET REQUIREMENTS

I. COMPENSATION TO PARATRANSIT

Total Maximum Payment by **CITY** to **PARATRANSIT** under this Agreement for trips provided by **PARATRANSIT** to eligible participants in the Senior Fare Assistance Project shall be Twenty-four Thousand Dollars (\$24,000.00) per fiscal year.