

**RESOLUTION NO. 2004-305**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
AUTHORIZING AN AGREEMENT WITH PARATRANSIT, INC. FOR DEMAND-  
RESPONSE TRANSIT SERVICES, MOBILITY TRAINING SERVICES, AND ROUTE  
DEVIATION SCHEDULING AND DISPATCHING SERVICES**

**WHEREAS**, the City of Elk Grove begins its own transit service on January 2, 2005 on e-tran: the locally controlled and operated bus service; and

**WHEREAS**, it is necessary for the City of Elk Grove to enter into an agreement with Paratransit Inc. to provide demand-response transit services, mobility training services, and route deviation scheduling and dispatching services; and

**WHEREAS**, Paratransit, Inc. has been providing said services to Elk Grove residents in a professional and consistent manner through a separate arrangement; and

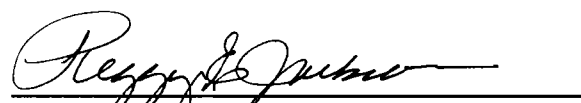
**WHEREAS**, the City of Elk Grove wishes to continue working with Paratransit Inc. for the betterment of Elk Grove residents.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Elk Grove authorizes the City Manager or his designee on behalf of the City of Elk Grove to enter into an agreement between the City of Elk Grove and Paratransit, Inc. in substantially the form and content provided for demand-response transit service, mobility training services, and route deviation scheduling and dispatching services for an estimated amount of \$665,100 for an 18-month period.

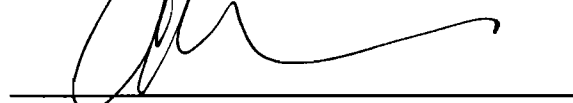
**PASSED AND ADOPTED** by the City Council of the City of Elk Grove on this 15<sup>th</sup> day of December 2004.

  
\_\_\_\_\_  
SOPHIA SCHERMAN, MAYOR of the  
CITY OF ELK GROVE

ATTEST:

  
\_\_\_\_\_  
PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ANTHONY B. MANZANETTI,  
CITY ATTORNEY

**AN AGREEMENT BETWEEN  
THE CITY OF ELK GROVE  
AND PARATRANSIT, INC. FOR THE PROVISION OF  
DEMAND-RESPONSE TRANSIT SERVICES, MOBILITY TRAINING SERVICES,  
AND ROUTE DEVIATION SCHEDULING AND DISPATCHING SERVICES**

This Agreement is made and entered into this 15<sup>th</sup> day of December 2004, by and between the City of Elk Grove (hereinafter "CITY"), a municipal corporation, and Paratransit, Inc. (hereinafter "PARATRANSIT"), a corporation.

**AGREEMENT**

**1. SCOPE OF WORK, FARES AND PAYMENT**

**a. Scope of Work.** Except as otherwise specified, PARATRANSIT shall provide all labor, equipment, tools and materials necessary to provide demand-response transit services as more specifically set forth in Exhibit A Scope of Services for Elk Grove Paratransit Services which is incorporated by reference herein.

**b. Compensation.** CITY hereby promises and agrees with PARATRANSIT to contract with, and does hereby contract with PARATRANSIT, according to the terms and conditions herein contained and for the prices set forth in the Payment Schedule, as more specially set forth in Exhibit B, Payment Schedule, which is incorporated herein. CITY hereby contracts to pay the same at the time, in the manner and upon conditions herein set forth.

**c. Payment Procedure.** During the term of Agreement, the CITY shall obtain and pay, or cause to be paid, to PARATRANSIT, a monthly Payment. PARATRANSIT shall be paid monthly in arrears based upon the cost/trip provided less a per-trip fare credit attributed to the CITY's eligible riders, and for all other services provided as set forth in Exhibit A Scope of Services. In the event the CITY fails to obtain any payment in full, or fails to make any payment in full, as provided herein above, in addition to whatever rights PARATRANSIT may have at law or in equity, PARATRANSIT has the right to terminate the Agreement as provided in Section 16 concerning Termination.

**d. Submission of Invoices.** PARATRANSIT invoices are to be submitted to the CITY on a monthly basis, and in the format negotiated between the CITY and PARATRANSIT for the period of the invoice attached. Upon verification of the accuracy and completeness of the invoice by the CITY, the claim shall be forwarded for payment to the CITY Finance Department.

**f. Payment.** All PARATRANSIT invoices shall be submitted to the CITY by the tenth (10<sup>th</sup>) day of the relevant month after the month that service is provided, and shall be paid by the CITY within thirty (30) calendar days after the date of submission.

**2. ADMINISTRATION OF AGREEMENT**

PARATRANSIT's compliance with this Agreement shall be supervised and administered by the City Manager, or the City Manager's delegate.

**3. COMMENCEMENT, DURATION, AND OPTIONS TO RENEW**

The base term of this Agreement will be for eighteen (18) months with an option to renew for an additional twenty-four (24) month period. Compensation for such services beyond the first eighteen (18) month period may be renegotiated during the CITY's budget cycle prior to each new fiscal year as set forth in Exhibit B, Payment Schedule, attached hereto and incorporated herein.

**4. PERMITS TO OPERATE**

At its sole cost and expense, PARATRANSIT shall obtain any and all permits, licenses, certifications, or entitlements to operate as are now or hereafter required by any federal, state and/or local agency to enable PARATRANSIT to perform this Agreement.

**5. NOTICE OF DEFICIENCIES**

The CITY may issue a Notice of Deficiencies to PARATRANSIT, specifying areas of unsatisfactory performance, and specifying what improvements are necessary to correct the deficiency or deficiencies. Such notice shall specify the provision(s) of this Agreement, which address the issue. PARATRANSIT shall correct any deficiency within reasonable time limits specified by the CITY not to exceed thirty (30) days unless agreed to in advance by the CITY in writing.

**6. NOTICE**

All notices shall be made by certified U.S. mail, postage prepaid, return receipt requested, or hand-delivered, to the persons and addresses as follows:

CITY: City Manager  
City of Elk Grove  
8380 Laguna Palms Way  
Elk Grove CA 95758

PARATRANSIT: Bill Durant  
Executive Director  
2501 Florin Road  
P.O. Box 231100  
Sacramento CA 95822

Service of such notices shall be deemed complete three (3) days after deposit in the U.S. Mail or on the date hand-delivered, if delivered before Noon, otherwise service shall be deemed complete on the next business day of the CITY.

## **7. NOT AGREEMENT OF EMPLOYMENT**

It is understood and acknowledged that this Agreement is not a contract of employment between the CITY and PARATRANSIT, or any agents, officers, or employees of PARATRANSIT. PARATRANSIT is, and shall at all times be, deemed to be an independent contractor. PARATRANSIT is not authorized to bind the CITY to any contracts or other obligations. PARATRANSIT is not an agent or employee of the CITY, and shall at no time represent itself to be such agent or employee. Neither PARATRANSIT nor any of its employees or subcontractors shall be entitled to any benefits accorded to CITY employees including but not limited to Workers' Compensation, disability insurance, unemployment compensation, life insurance, retirement benefits, vacation, or sick leave.

PARATRANSIT and the CITY agree that during the term of this Agreement, and for a period of one (1) year following the termination thereof, neither party shall hire an employee or former employee of the other party without the prior written approval of the other party. The term "former employee" used in this provision shall mean employees who have separated their employment within the prior twelve (12) months.

## **8. ASSIGNMENT (PARATRANSIT)**

The performance of this Agreement may not be assigned, or in any way subcontracted on a continuing basis, except upon the prior written approval of the CITY. The CITY shall not consent to any proposed assignment or subcontracting, notation, other writing, or agreement that would have the effect of relieving PARATRANSIT or PARATRANSIT's surety of their responsibility and/or liability under this Agreement. CITY acknowledges and understands that Paratransit utilizes private taxi operators to provide service in times of high demand and in some cases will plan routes for taxi drivers to handle overflow and reduce denials. PARATRANSIT will utilize private taxi service when necessary and CITY agrees to the use of such taxi service.

## **9. INDEMNIFICATION**

a. PARATRANSIT shall be responsible for performing the work under this Agreement in a manner, which is consistent with the generally accepted standards of PARATRANSIT's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The CITY shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to PARATRANSIT or its employees, agents, contractors, or subcontractors.

b. PARATRANSIT represents it is skilled in the services necessary to perform the duties agreed to hereunder by PARATRANSIT, and in entering into this Agreement the CITY is relying upon the skills and knowledge of PARATRANSIT. PARATRANSIT shall perform such duties consistent with the standards generally recognized as being employed by agencies or contractors performing similar service in the State of California.

c. PARATRANSIT is an independent contractor and shall have no authority to bind the CITY nor to create or incur any obligation on behalf of or liability against the CITY, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the CITY. The CITY and its elected and appointed officials, officers, agents, contractors, employees, and volunteers (individually and collectively, "Indemnities") shall have no liability to PARATRANSIT or to any other person for, and PARATRANSIT shall indemnify, defend, protect, and hold harmless the Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorneys' fees and/or paralegal and other legal support fees, including without limitation costs and fees of attorneys and/or expert consultants and/or witnesses and disbursements (collectively "Claims"), which the Indemnities may suffer or incur or to which the Indemnities may become subject by reason of or arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or omission of PARATRANSIT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, occurring as a result of or allegedly caused by the performance or failure to perform by PARATRANSIT or PARATRANSIT's service under this Agreement or the negligent or willful acts or omissions of PARATRANSIT, its agents, officers, directors, or employees, performing any of the services under this Agreement, except such loss, claim or damage which results from the active negligence or willful misconduct of the CITY.

## 10. INSURANCE

PARATRANSIT, for the full term of this Agreement or any renewal thereof, shall obtain and maintain at least all of the following minimum insurance requirements or comparable insurance subject to advance approval by the CITY prior to commencing any work or receiving payments therefore under this Agreement:

a. Comprehensive General Liability: A policy with a minimum limit of not less than Two Million Dollars (\$2,000,000) combined single limit for bodily injury and property damage, providing at least all of the following minimum coverage (without deductibles):

- 1) Premises Operations
- 2) Blanket Contractual

**b.**                    Workers' Compensation and Employers' Liability: A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of PARATRANSIT.

- 1)      This policy shall provide the coverage for Workers' Compensation (Coverage A).
- 2)      This policy shall also provide coverage of One Hundred Thousand Dollars (\$100,000) Employer's Liability (Coverage B).

**c.**                    Comprehensive Business Auto: A policy with a minimum limit of not less than Two Million Dollars (\$2,000,000) combined single limit for bodily injury and property damage, providing at least all of the following coverages (any deductibles shall be subject to advance approval by the CITY).

- 1)      Coverages shall be applicable to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement.

**d.**                    Endorsements: All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below. For the Comprehensive General Liability policy only, identify on the Certificate of Insurance as "following form".

- 1)      "The City of Elk Grove, its employees, officers, agents and contractors are hereby added as additional insureds.
- 2)      "This policy shall be considered primary insurance as respects any other valid and collectible insurance the City of Elk Grove may possess, including any self-insured retention the City of Elk Grove may have, and any other insurance the City of Elk Grove does possess shall be considered excess insurance only.
- 3)      "This insurance shall act for each insured, and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.
- 4)      "Thirty (30) days' prior written notice of cancellation shall be given to the City of Elk Grove in the event of cancellation and/or reduction in coverage of any nature."

Such notice shall be sent to:

City of Elk Grove  
8380 Laguna Palms Way

Elk Grove CA 95758  
Attn: Risk Manager

- 5) Endorsement No. 4 (30 days' notice) is the only endorsement required to be made a part of the Workers' Compensation and Employer's Liability policy.

**e.** Proof of Coverage: Copies of all the required endorsements shall be attached to the Certificate of Insurance which shall be provided by PARATRANSIT's insurance company as evidence of the stipulated coverages. This Proof of Insurance shall then be mailed to:

City of Elk Grove  
8380 Laguna Palms Way  
Elk Grove CA 95758  
Attn: Risk Manager

**f.** Special Provisions:

- 1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by PARATRANSIT and any approval of said insurance by the CITY or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by PARATRANSIT pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.
- 2) The CITY reserves the right to withhold payments to PARATRANSIT in the event of material noncompliance with the insurance requirements outlined above.

## **11. COMPLIANCE WITH LAW**

**a.** PARATRANSIT shall at all times hold a valid contractor's license if performing any function or activity for which a license is required pursuant to Chapter 20.3 (commencing with section 9880) of Division 3 of the California Business and Professions Code, and PARATRANSIT shall provide a copy of the license(s) upon the request of the City.

**b.** PARATRANSIT assumes full responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder in compliance with the Immigration Reform and Control Act of 1986, and rules and regulations promulgated in connection therewith.

**c.** PARATRANSIT shall assume full compliance under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act, Older Workers' Benefit Protection Act, the Public Employees Retirement law, and federal or state common law or any other federal,

state or local statute, law, regulation or ordinance whatsoever arising out of or related to persons employed by PARATRANSIT that may perform any service under this agreement. PARATRANSIT acknowledges that service provided as a result of this Agreement may be subject to the ADA. PARATRANSIT agrees to comply with the requirements of the ADA including vehicles and service accessibility to the extent that it is applicable to PARATRANSIT's scope of work herein.

d. The CITY, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of PARATRANSIT to comply with this section.

e. PARATRANSIT shall keep itself informed of applicable local, state, and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement.

f. In addition to the laws, statutes, rules, and regulations specifically set forth herein, PARATRANSIT shall comply with any and all applicable laws, ordinances, statutes, codes and regulations of the federal, state, and local governments.

## **12. SUCCESSORS**

This Agreement shall be binding upon, and shall inure to the parties hereto, and their respective shareholders, partners, directors, agents, personal representatives, successors-in-interest, and assigns.

## **13. COUNTERPARTS**

This Agreement may be executed simultaneously or in counterparts, and each of the counterparts shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement.

## **14. GOVERNING LAW**

This Agreement shall be construed and enforced pursuant to the laws of the State of California. Venue for any suits brought under this Agreement shall be exclusively vested in the state courts located in Sacramento County, or exclusively in the United States District Court, Eastern District of California, Sacramento, California.

## **15. DISADVANTAGED BUSINESS ENTERPRISE AND EQUAL EMPLOYMENT OPPORTUNITY**

PARATRANSIT acknowledges that it will affirmatively ensure that in regard to contracts entered into pursuant to this Agreement Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to said contracts, and will not be discriminated against on grounds of race, color, gender, national origin or sexual orientation in consideration of award.



## 16. TERMINATION

**a. Termination by the CITY for Material Breach.** The CITY may terminate this Agreement in the event of a Material Breach by PARATRANSIT after notice and an opportunity to cure the breach. However, the CITY reserves the right to immediately terminate this Agreement for a Material Breach as defined in this section. A termination of this Agreement for PARATRANSIT's Material Breach entitles the CITY to set off damages from the Material Breach against any final closeout payment to PARATRANSIT. A "Material Breach" for the purpose of this Agreement shall include, but not be limited to the following items:

(1) Illegal activity, criminal misconduct, or violation of any laws governing PARATRANSIT's provision of the demand-response transit service provided in this Agreement. This includes a failure to pay the wages and benefits specified in this Agreement or associated taxes and fees imposed by any government.

(2) Submission of deliberate and material false or misleading written or verbal information, data, fare collections, or other information to the CITY under this Agreement.

(3) Gross safety violations or serious negligence (such as failure to comply with OSHA or other regulatory agency safety standards on more than one occasion) and other less serious safety violations or negligence occurring more than twice after notice by the CITY.

**b. Termination by the CITY for Lack of Funding.** The CITY, at its sole discretion, may terminate this Agreement at any time if the service, or any part thereof, must be eliminated due to lack of funds. Such termination shall be effective on one hundred twenty (120) days' written notice, and the payment of all consideration earned to date by PARATRANSIT. In the event this Agreement is so terminated, PARATRANSIT and the CITY shall meet and reach a written agreement, which sets forth the final payment to be made by the CITY pursuant to the terms of this Agreement. After the termination agreement is reached and the CITY has made the final payment, it shall constitute a complete accord and satisfaction between PARATRANSIT and the CITY.

**c. Termination by the CITY for Convenience.** The CITY for its convenience may terminate this Agreement, in whole or in part, at any time by giving written notice to PARATRANSIT of such termination and specifying the effective date thereof, at least one hundred-eighty (180) days before the effective date of such termination. After receipt of a Notice of Termination, and except as directed by the CITY, PARATRANSIT shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice.

**d. Termination Payment to PARATRANSIT.** In the event of any termination of this Agreement, PARATRANSIT shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination, less any damages to the CITY for one or more Material Breaches.

**e. Termination by PARATRANSIT.** PARATRANSIT has the right to terminate this Agreement after its effective date upon the occurrence of the following:

(1) Failure of the CITY to comply with any of the material terms of this Agreement if the failure continues for thirty (30) days after written notice has been given to the CITY; and

(2) Failure of the CITY to obtain all or any portion of the necessary funding to pay for the services rendered under this Agreement.

**f. Waiver.** The CITY and PARATRANSIT agree that any waiver, or any breach or violation of any term or condition of this Agreement, or any failure to enforce any term or condition of this Agreement, shall not be deemed to be a waiver of any other term or condition contained herein, or a waiver of any subsequent breach or violation of the same, or any other term or condition.

## 17. ADDITIONAL TERMS

**a.** The validity, legality, or enforceability, in whole, or in part of any provision of this Agreement, shall not affect or impair the validity, legality, or enforceability, of other provisions.

**b.** This Agreement constitutes the entire agreement and understanding between the parties relative to the services specified herein and there are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Agreement, except those contained in or referred to in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year herein above written.

**CITY OF ELK GROVE,**  
a Municipal Corporation

**PARATRANSIT, INC.,**  
a Nonprofit Corporation

By: \_\_\_\_\_  
John Danielson, City Manager

By: \_\_\_\_\_  
Bill E. Durant, Executive Director

Approved as to content:

By: \_\_\_\_\_  
Philip B. McGuire

By: \_\_\_\_\_  
Linda Deavens

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
Anthony Manzanetti  
City Attorney

By: \_\_\_\_\_  
Nancy C. Miller  
Legal Counsel

## **EXHIBIT A SCOPE OF SERVICES**

### **I. Overview of Services**

- The CITY wishes to contract directly with PARATRANSIT to provide demand-response transit services currently offered to CITY residents by PARATRANSIT under other arrangements. This will include Americans with Disabilities Act (ADA) complementary paratransit service plus additional demand-response transit services, which exceed ADA minimum requirements, collectively referenced hereinafter as “demand-response transit service”. The transition from PARATRANSIT’s other arrangements to the CITY under this Agreement shall be seamless and shall commence on the date specified in this Agreement. In achieving this objective, the CITY recognizes that to maximize service productivity, CITY residents will be routed and scheduled in a manner that includes shared rides with other users of PARATRANSIT’s overall demand-response transit system, consistent with PARATRANSIT’s operating procedures.

#### **Demand-Response Transit Service to be Provided by PARATRANSIT**

- PARATRANSIT shall provide the full range of demand-response transit services including receiving, booking, scheduling, and dispatching all calls; driving, boarding, and delivering passengers; canceling, reconciling, and reporting actual trip and fare data; and monitoring all daily service activities. PARATRANSIT shall also provide the CITY with monthly reports on numbers of trips and results. PARATRANSIT shall provide service to such eligible riders throughout Sacramento County. PARATRANSIT may schedule riders with other PARATRANSIT riders. Riders from the CITY will be treated in the same manner and be offered the same service level as all other riders of PARATRANSIT.
- PARATRANSIT estimates that the number of trips provided in Fiscal Year 2004-05 to CITY residents will be six thousand (6,000) trips. PARATRANSIT does not warrant that future trips provided will be similar to historic levels. It is understood that the CITY may have increased population utilizing demand-response transit services throughout the service area, and PARATRANSIT cannot precisely predict the amount of trips provided that will be utilized.
- PARATRANSIT does not warrant that future trips/provided will be similar to historic levels. It is understood that the CITY may have increased population utilizing demand-response transit services throughout the service area, and PARATRANSIT cannot precisely predict the amount of trips/provided that will be utilized.
- PARATRANSIT will provide demand-response transit service only to individuals certified eligible by the CITY or its agent. Eligibility includes CITY residents seventy-five (75) years of age or older and disabled persons who qualify based on the CITY’s process for determining complementary paratransit eligibility under the ADA.

## **Mobility Training Services**

- The CITY may utilize PARATRANSIT's mobility training resources to promote the use of the CITY's fixed-route, commuter, and Local Shuttle Services by certified demand-response transit service riders and/or the general public. Mobility training is a service offered by PARATRANSIT to educate riders on the use of general public fixed-route and light rail transit. The CITY at its sole discretion may request that PARATRANSIT provide such mobility training services. The CITY shall pay PARATRANSIT an additional unit rate for mobility training services as shown in Exhibit B, incorporated herein.

## **Route-Deviated Local Shuttle Service**

- During the term of this Agreement the CITY intends to continue and possibly expand route-deviated Local Shuttle Service to CITY residents, including currently named RT's Neighborhood Ride Route 53, to-be called Route 157, utilizing drivers of another company. Local Shuttle Service in this Agreement generally means transit service with flexible routing, which allows deviating from a fixed route to pick up and/or drop off passengers deemed eligible by the CITY or its agent off the route at the door of nearby locations. In order to accomplish the scheduling and dispatching of route deviation services to drivers of the other company, PARATRANSIT's Mobile Data Computers (MDCs) will be installed in the CITY's Local Shuttle Service vehicles and appropriate staff will be trained on the use of the MDCs. PARATRANSIT will receive, schedule, plan and dispatch all route deviation service requests to the CITY's Local Shuttle Service, including RT's Route 53, to be called Route 157. Paratransit will not charge the city for the services described above as long as the mobile data computers are fully utilized by the CITY's contractor.
- In the event PARATRANSIT's Mobile Data Communications System must be upgraded to dispatch the CITY's Local Shuttle Service, the CITY will provide the necessary equipment, peripherals, and software modifications to ensure trip data transmitted between the CITY's vehicles and PARATRANSIT's dispatch center covers the CITY's Local Shuttle Service area.
- If modifications to PARATRANSIT's Mobile Data Communications System are required to accommodate the CITY's Local Shuttle Service, the CITY agrees to incur and pay all such costs to PARATRANSIT. It is not anticipated that the CITY's Local Shuttle Service will require any additional cost to modify PARATRANSIT's Mobile Data Communications System.

**EXHIBIT B  
PAYMENT SCHEDULE**

I. Costs for Demand-Response Transit Service

	<b>FY05</b>	<b>FY06</b>
<b>Operating Cost /Trip Provided</b>	\$39.95	\$39.95
<b>Projected Trips Provided</b>	6,000	12,000
<b>Total Cost</b>	\$239,700	\$479,400
<b>Fare Credit*</b>	\$18,000	\$36,000
<b>Total Net Cost</b>	\$221,700	\$443,400

\*On a monthly basis PARATRANSIT will credit fares collected at the rate of three dollars (\$3.00) per one-way trip provided.

II. Costs for Mobility Training Services

	<b>FY05</b>	<b>FY06</b>
<b>Cost /Training Hour</b>	\$60.00	63.00

III. Additional Services

Costs for additional services desired by the CITY of PARATRANSIT that are not described herein (i.e., planning new fixed routes, Commuter Service routes, and/or Local Shuttle Service routes utilizing PARATRANSIT's suite of software products; providing customized reports, maps, GIS data, etc. to the CITY's staff or subcontractors; equipping the CITY's fixed-route fleet with PARATRANSIT's Mobile Data Computers and software, etc.) are not a part of this agreement and may be negotiated separately. PARATRANSIT is not obligated to provide additional services without an amendment to this agreement setting forth the negotiated terms.

**CERTIFICATION**  
**ELK GROVE CITY COUNCIL RESOLUTION NO. 2004-305**

STATE OF CALIFORNIA        )  
COUNTY OF SACRAMENTO    )        **ss**  
CITY OF ELK GROVE         )

***I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on the 15<sup>th</sup> day of December 2004 by the following vote:***

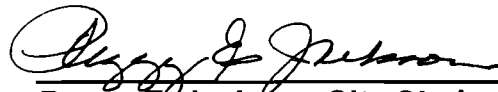
**AYES 5:        COUNCILMEMBERS: Scherman, Soares, Briggs, Cooper, Leary**

**NOES 0:       COUNCILMEMBERS:**

**ABSTAIN 0: COUNCILMEMBERS:**

**ABSENT 0: COUNCILMEMBERS:**



  
\_\_\_\_\_  
**Peggy E. Jackson, City Clerk**  
**City of Elk Grove, California**