

Resolution No. 21-09-0112

**FARE SUBSIDY AGREEMENT FOR NATOMAS-NORTH SACRAMENTO
SMART RIDE SERVICE**

THIS FARE SUBSIDY AGREEMENT FOR NATOMAS-NORTH SACRAMENTO SMART RIDE SERVICE (“Agreement”) between the **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, hereinafter referred to as “SacRT,” and **NORTH NATOMAS JIBE WALK BIKE BUS**, a non-profit 501(c)(3) organization, hereinafter referred to as “Jibe” is made and entered into on October 1, 2021.

RECITALS

WHEREAS, SacRT has received a grant of Measure A funding from the Sacramento Transportation Authority to provide demand-response transportation service (“SmaRT Ride”) to the Natomas-North Sacramento Area; and

WHEREAS, Jibe receives community facilities district (CFD) funds to promote trip reduction in the North Natomas area; and

WHEREAS, in recognition of Clean Air Month, Jibe desires to provide funding to subsidize SmaRT Ride fares in the Natomas-North Sacramento Area for the month of October 2021; and

WHEREAS, SacRT and Jibe desire to enter into this Agreement to set forth SacRT’s obligation to suspend fares and Jibe’s obligation to reimburse SacRT for lost fare revenue for the SmaRT Ride Natomas-North Sacramento service during the month of October 2021.

WITNESS

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to set forth the obligations of each party for implementation of a fare suspension on SmaRT Ride service within the Natomas-North Sacramento zone for the period of October 1 to October 31, 2021.

2. TERM OF AGREEMENT

This Agreement becomes effective as of October 1, 2021, and continues until the parties have satisfied their respective obligations under this Agreement.

3. FARES

In consideration for Jibe's agreement to compensate SacRT for lost fare revenue, for the month of October, SacRT will suspend fares for Smart Ride Natomas-North Sacramento Area.

4. COMPENSATION AND METHOD OF PAYMENT

SacRT will invoice Jibe, in arrears, for all rides taken on Smart Ride within the Natomas-North Sacramento Area from October 1 to October 31, 2021 at the rate of \$2.50 per ride, regardless of whether the rider would have otherwise been eligible for a discount or free fare, up to a maximum of \$5,000 (2,000 rides), with the exception of October 6, when all fares system-wide are free. SacRT will track ridership and provide an accounting to Jibe with the invoice.

Jibe must pay the invoiced amount within 30 days of receipt.

5. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Agreement is intended to create, and nothing herein will be considered as creating, any partnership, joint venture, or agency relationship between SacRT and Jibe.

6. NOTICES

All notices and other communications under this Agreement will be in writing and will be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by email directed to the party to whom notice is to be given at the email address listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its email address, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

To SacRT:	Sacramento Regional Transit District Attn: Senior Manager, Revenue & Analytics 1400 29 th Street Sacramento, CA 95816 Phone: (916) 208-4778 Email: ccourtright@sacrt.com
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To Jibe: North Natomas Jibe
Attn: Mellissa Meng
1918 Del Paso Rd #100
Sacramento, CA 95834
Phone: (916) 419-9955
Email: mellissa@jibe.org

7. NONWAIVER

No waiver of any breach of any term or condition of this Agreement is construed to be a waiver of any successive breach of the same or any other term or condition of this Agreement.

8. GOVERNING LAW

The interpretation and enforcement of the Agreement shall be governed by the laws of the State of California, the state in which the Agreement is signed.

9. AUTHORITY TO BIND

Each of the signatories to this Agreement represent that they are authorized to sign this Agreement on behalf of such party and that all approvals, resolutions, and consents that must be obtained to bind such party have been obtained and that no further approvals, acts, or consents are required to bind such party to this Agreement.

10. THIRD PARTY BENEFICIARY

Nothing in this Agreement creates any rights in, or establishes a standard of care for, any person not a party to this Agreement.

11. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement is valid unless made in writing and signed by the authorized parties hereof.

12. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together constitutes but one and the same instrument.

13. CAPTIONS

The headings or captions to the Articles of this Agreement are not a part of the Agreement and have no effect upon the construction or interpretation of any part thereof.

14. SEVERABILITY

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

15. AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.

16. INTEGRATION

This Agreement embodies the entire Agreement of the parties in relation to the scope of services herein described, and no other agreement or understanding, verbal or otherwise, exists between the parties.

IN WITNESS WHEREOF, the parties entered into this Agreement on the day and year first hereinabove appearing.

NORTH NATOMAS JIBE

DocuSigned by:
Becky Heieck
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By: _____
BECKY HEIECK
Executive Director

**SACRAMENTO REGIONAL
TRANSIT DISTRICT**

By: *[Signature]*

HENRY LI
General Manager/CEO

Approved as to Legal Form:

By: *[Signature]*

OLGA SANCHEZ-OCHOA
General Counsel