

FINANCIAL IMPACT

Funding for transportation services is split between the City, OCTA and the Orange County Office on Aging. In FY 2009-2010, OCTA will provide \$176,079, and the Office on Aging will provide \$29,580. The City is required to provide a 20 percent match, which can be in-kind or financial. The match will consist of an in-kind match of \$41,213 in staff salaries, and \$10,202 budgeted in the General Fund.

COMMUNITY VISION IMPLEMENTATION

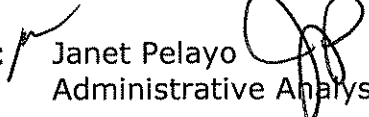
The funding received through the OCTA grant allows the City to provide transportation services to seniors in Garden Grove. This is in keeping with one of the goals of the Community Vision, which is to "enhance support systems for senior citizens, including provision of...public transportation."

RECOMMENDATION

It is recommended that City Council:

- Approve the attached Agreement with the Orange County Transportation Authority, and
- Authorize the Mayor and City Clerk to sign and execute the Agreement.


KIMBERLY HUY
Director

By:  Janet Pelayo
Administrative Analyst

Recommended for Approval


Matthew Fertal
City Manager

Attachment: Grant Agreement between the Orange County Transportation Authority and the City of Garden Grove

1 COOPERATIVE AGREEMENT C-9-0508

2 BETWEEN

3 THE ORANGE COUNTY TRANSPORTATION AUTHORITY

4 AND

5 THE CITY OF GARDEN GROVE

6 FOR SENIOR MOBILITY PROGRAM

7 THIS AGREEMENT is made and entered into this _____ day of _____, 2009
8 by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184,
9 Orange, California 92863-1584, a public corporation of the state of California (hereinafter referred to as
10 "AUTHORITY"), and the City of Garden Grove, 11391 Acacia Parkway, Garden Grove, California
11 92640 (hereinafter referred to as "CITY").

12 RECITALS

13 WHEREAS, AUTHORITY has been retained by the Office on Aging (OoA) to provide
14 countywide transportation of seniors to nutrition sites funded by OoA; and

15 WHEREAS, CITY is desirous of obtaining transportation services for seniors of the City of
16 Garden Grove; and

17 WHEREAS, AUTHORITY and CITY jointly wish to expand the senior transportation services
18 available by looking at alternative methods of providing transportation services to the seniors; and

19 WHEREAS, AUTHORITY and CITY agree to enter into the senior mobility program concerning
20 senior transportation services; and

21 WHEREAS, this Cooperative Agreement defines the roles and responsibilities of AUTHORITY
22 and CITY in executing a senior mobility program for senior transportation;

23 NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CITY as
24 follows:

25 /

26 /

1 **ARTICLE 1. COMPLETE AGREEMENT**

2 A. This Agreement, including all exhibits and documents incorporated herein and made
3 applicable by reference, constitutes the complete and exclusive statement of the term(s) and
4 condition(s) of the agreement between AUTHORITY and CITY and it supersedes all prior
5 representations, understandings and communications. The invalidity in whole or in part of any term or
6 condition of this Agreement shall not affect the validity of other term(s) or condition(s).

7 B. AUTHORITY's failure to insist in any one or more instances upon CITY's performance of
8 any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of
9 AUTHORITY's right to such performance or to future performance of such term(s) or condition(s) and
10 CITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this
11 Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an
12 authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued
13 in accordance with the provisions of this Agreement.

14 **ARTICLE 2. RESPONSIBILITIES OF THE AUTHORITY**

15 A. AUTHORITY agrees to provide funds annually in the amount specified in the attached
16 Exhibit B, "Projected Funding Levels" through 2011 for the Senior Mobility Program using funds
17 obtained from the Older Americans Act as allocated by Orange County's OoA, and Article 4.5 of the
18 State of California Transportation Development Act.

19 B. The funding levels are determined each year based on changes in senior population.
20 Annual allocations will be calculated using actual growth in senior population and the Consumer Price
21 Index (CPI).

22 C. AUTHORITY will pay to CITY the AUTHORITY's annual contribution for the first fiscal
23 year within thirty (30) days of receipt of a request to draw down Senior Mobility Program funds or the
24 start of service, whichever is later. Subsequent annual contributions will be paid to the CITY by July
25 30th of the following year.

26 D. All unused or unmatched AUTHORITY funds shall be deducted from the following fiscal

1 year allocations.

2 E. AUTHORITY will administer and coordinate the Senior Mobility Program with the OoA.

3 F. AUTHORITY will provide technical assistance to CITY, if requested, in the following
4 areas:

5 1) Vehicle donations; and

6 2) Periodic workshops on a variety of topics

7 G. AUTHORITY will establish a network of local operators who will meet on a regular basis.

8 **ARTICLE 3. RESPONSIBILITIES OF CITY**

9 A. CITY agrees that all funds received from AUTHORITY as specified in Article 2A
10 above will be used exclusively for providing accessible senior transportation services that do not
11 duplicate AUTHORITY's services as specified in Exhibit A entitled "Scope of Work."

12 B. CITY agrees to a twenty percent (20%) match of funds provided by AUTHORITY.
13 Local match may be made up of cash-subsidies, fare revenues, or in-kind contributions.

14 C. CITY may contract with a third party service provider to provide senior transportation
15 services provided that:

16 1. Contractor is selected using a competitive procurement process; and

17 2. Wheelchair accessible vehicles are available and used when requested.

18 D. CITY shall procure and maintain insurance coverage during the entire term of this
19 Agreement. Coverage shall be full coverage or subject to self-insurance provisions. CITY shall
20 provide the following insurance coverage:

21 1. Commercial General Liability, to include Products/Completed Operations,
22 Independent Contractors', Contractual Liability, and Personal Injury Liability with a minimum limit of
23 \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

24 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a
25 combined single limit of \$1,000,000.00 each accident;

26 3. Workers' Compensation with limits as required by the State of California including a

waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents;

- 4. Employers' Liability with minimum limits of \$1,000,000.00; and
- 5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

E. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and agents designated as additional insured on the general and automobile liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

F. CITY shall include on the face of the Certificate of Insurance the Cooperative Agreement Number C-9-0508; and, the Contract Administrator's Name, Pia Veasapen.

G. CITY agrees to provide AUTHORITY with monthly summary reports of the CITY's Senior Mobility Program. CITY shall submit monthly summary report within twenty (20) calendar days as specified in Exhibit C "Senior Mobility Transportation Program Monthly Reporting Form," included in this Agreement, which is incorporated into and made part of this Agreement.

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2009 and shall continue in full force and effect through June 30, 2011, unless earlier terminated or extended as provided in this Agreement.

ARTICLE 5. NOTICES

All Notices pertaining to this Agreement and any communications from the parties may be made by delivery of said notices in person or by depositing said notices in the U.S. Mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

/

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To CITY:

To AUTHORITY:

City of Garden Grove
11391 Acacia Parkway

Orange County Transportation Authority
550 South Main Street
P.O. Box 14184

Garden Grove, California 92640

Orange, California 92863-1584

ATTENTION: Saimi Wright
(714) 741 - 5243

ATTENTION: Pia Veesapen
(714) 560 - 5619

ARTICLE 6. FEDERAL, STATE AND LOCAL LAWS

AUTHORITY and CITY agree that in performance of their obligations under this Agreement, they shall comply with all applicable federal, California State and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

ARTICLE 7. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 8. AUDIT AND INSPECTION OF RECORDS

CITY shall provide AUTHORITY, or other agents of AUTHORITY, such access to CITY's accounting books, records, payroll documents and facilities as AUTHORITY deems necessary. CITY shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CITY's performance hereunder and for a period of four (4) years from the date of final payment by CITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors. CITY shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

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1 **ARTICLE 9. TERMINATION**

2 A. AUTHORITY or CITY may, for its own convenience, terminate this Agreement at any
3 time in whole or in part by giving the other party written notice thereof of not less than ninety (90)
4 days in advance of the specified date of termination.

5 B. If Agreement is terminated prior to July 1st of any year within the term, CITY shall
6 return funds on a prorated basis for that annual allocation.

7 **ARTICLE 10. INDEMNIFICATION**

8 A. CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
9 employees and agents from and against any and all claims (including attorney's fees and
10 reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including
11 death, damage to or loss of use of property caused by the negligent acts, omissions, or willful
12 misconduct by CITY, its officers, directors, employees, agents, subcontractors or suppliers in
13 connection with or arising out of the performance of this Cooperative Agreement .

14 B. CITY shall maintain adequate levels of Insurance, or self-insurance to assure full
15 indemnification of AUTHORITY.

16 **ARTICLE 11. CONFLICT OF INTEREST**

17 CITY agrees to avoid organizational conflicts of interest. An organizational conflict of interest
18 means that due to other activities, relationships or contracts, CITY is unable, or potentially unable to
19 render impartial assistance or advice to AUTHORITY; CITY's objectivity in performing the work
20 identified in the Scope of Work is or might be otherwise impaired; or CITY has an unfair competitive
21 advantage. CITY is obligated to fully disclose to AUTHORITY in writing Conflict of Interest issues as
22 soon as they are known to CITY. All disclosures must be submitted in writing to AUTHORITY
23 pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this
24 Agreement.

24 **ARTICLE 12. ALCOHOL AND DRUG POLICY**

25 A. CITY agrees to establish and implement an alcohol and drug program that complies with
26 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this

1 Agreement as Exhibit D. CITY agrees to produce any documentation necessary to establish its
2 compliance with sections 701-707.

3 B. Failure to comply with this Article may result in nonpayment or termination of this
4 Agreement.

5 **ARTICLE 13. FORCE MAJEURE**

6 Either party shall be excused from performing its obligations under this Agreement during the
7 time and extent that it is prevented from performing by a cause beyond its control, including, but not
8 limited to: any incidence of fire, flood; acts of God; commandeering of material products, plants or
9 facilities by the federal state or local government; national fuel shortage; or a material act of
10 omission by the other party; when satisfactory evidence of such cause is presented to the other
11 party, and provided further that such nonperformance is unforeseeable, beyond the control and is
12 not due to the fault or negligence of the party not performing.

13 Upon execution by both parties, this Cooperative Agreement shall be made effective on July 1,
14 2009.

15 **I N WITNESS WHEREOF**, the parties hereto have caused this Cooperative Agreement No. C-9-
16 0508 to be executed on the date first above written.

17 **CITY OF GARDEN GROVE**

ORANGE COUNTY TRANSPORTATION AUTHORITY

18 By _____

By _____

19 William J. Dalton
20 Mayor

Carolina Coppolo
Manager, Contracts and Procurement

21 APPROVED:

22 By _____

By _____

23 Kathleen Bailor
City Clerk

Beth McCormick
General Manager, Transit

24
25 Date _____
26

SCOPE OF WORK
City of Garden Grove
Senior Mobility Program

1. The City of Garden Grove (CITY) will utilize funding provided by the Orange County Transportation Authority (AUTHORITY) and its local match to provide the following services:

Transportation services for seniors 60 years and older throughout Garden Grove and neighboring cities up to five (5) miles outside Garden Grove city boundaries. These services will be used to transport seniors to the Garden Grove Senior Center, nutrition programs, medical appointments, shopping and grocery retail locations, and social/recreational activities. The Senior Mobility Program (SMP) will operate weekdays from 8:00 a.m. to 6:00 p.m. Other trips will be provided in response to rider requests on a first-come, first-served basis as funding allows. Trips will also be provided on holidays and for special events on weekends.

2. CITY will follow competitive procurement practices in the selection of vendors for all services which it does not provide using its own workforce. Any RFP for services will specify the use of vehicles meeting Americans with Disabilities Act (ADA) accessibility standards.
3. CITY does not wish to obtain one retirement eligible AUTHORITY ACCESS vehicle at this time. CITY may opt to obtain up to four vehicle(s) during the course of the contract. Additional vehicles may be purchased from AUTHORITY for \$3,000 each. The cost of any additional vehicles will be deducted from the next fiscal year allocation. CITY must register the vehicle and maintain title for at least one year after transfer of title from AUTHORITY.
4. CITY will perform, or ensure that a contracted vendor performs maintenance of all vehicles used in the Senior Mobility program, including at a minimum:
 - Daily Pre-Operation Inspections that meet or exceed the guidelines provided in the attached Defect Report (*Attachment 1*).
 - Scheduled preventative maintenance that meets or exceeds the guidelines provided in the attached PM Checklist, including the maintenance of all accessibility features of the vehicles (*Attachment 2*).

CITY will keep maintenance records for each vehicle for five years and will cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.

AGREEMENT NO. C-9-0508
EXHIBIT A

5. CITY will ensure that its operators, or its contracted vendor's operators, are properly licensed and trained to proficiency to perform their duties safely, and in a manner that treats riders with respect and dignity. Disability awareness and passenger assistance will be included in the training.
6. CITY will submit a monthly report to AUTHORITY's Community Transportation Services Department which includes, at a minimum, a monthly and fiscal year-to-date summary of service and expenditures (*Exhibit C*).
7. CITY will participate in AUTHORITY's marketing and outreach efforts to encourage the use of fixed-route transit service by older adults.
8. CITY will note AUTHORITY sponsorship in any promotional materials for service funded under this Cooperative Agreement and will display AUTHORITY's Senior Mobility Program logo on vehicles used in the program (excluding taxis).
9. CITY will ensure that it maintains adequate oversight and control over all aspects of service that are provided by a contracted vendor.

Attachments:

1. Defect Report
2. PM Checklist

COACH OPERATOR(S) INPUT

IMPORTANT: Help expedite repairs by providing necessary information regarding defects!



DEFECT REPORT

DATE _____ BUS _____

PRE-OP INSPECTION

Federal Regulations state that no motor vehicle carrying passengers for hire shall be driven unless the driver has determined that the following parts and accessories are in good working order. Each driver is required to submit a signed written report daily for each coach driver.

Indicate with an (x) that each item has been checked during the pre-op and explain defect on right side of this report.

VEHICLE OPERATOR PRE-OP INSPECTION Badge No. _____

- | | | |
|---|--------------------------|---------------------------------|
| ___ Mirrors | ___ Conduct Walk-Around | ___ Lights & Reflectors |
| ___ Door Interlock | ___ Fire Extinguisher | (lighting devices & reflectors) |
| ___ Windshield Wipers | ___ Emergency Reflectors | ___ Tires/Lug Nuts |
| ___ Horn | ___ Steering Mechanism | (wheels & rims) |
| ___ Air Lines (parking/brakes/service brakes) | ___ Drivers Seat/Belt | |

MAINTENANCE PRE-OP INSPECTION Badge No. _____

- | | | |
|---------------------|-----------------------|----------------------------|
| ___ Wheelchair Lift | ___ Seats/Handrails | ___ Windows/Doors/Hatches |
| ___ Fluid Leaks | ___ Loose Body Panels | ___ Heating/Cooling System |
| ___ PA System | | |

DEFECTS Indicate with an (x) Defective Items Only:

- | | |
|-----------------------------------|-----------------------------|
| BRAKES (Explain in Detail) | ENGINE |
| ___ Air Leak | ___ Hot Engine/Water Levels |
| ___ Soft/Hard | ___ Low Oil/Oil Leaks |
| ___ Pull to L/R | ___ Starts Hard |
| ___ Noisy | ___ No Power/Eng. Ck. Light |
| ___ Dragging | ___ Smokes |
| ___ Smoking | ___ Idles Rough/Vibration |
| ___ Retarder | ___ Other (explain) |
| ___ Other (explain) | |

- | | |
|-------------------------|--------------------------|
| TIRE/WHEELS | TRANSMISSION |
| ___ Flat | ___ Won't Go Into Gear |
| ___ Embedded Object | ___ Hard Shift |
| ___ Cut | ___ Slips/Grinds/Lurches |
| ___ Smooth/Cord | ___ Excessive Noise |
| ___ LF RF RR RL LRI LRO | ___ Leaks |
| ___ Loose/Missing Lugs | |
| ___ Other (explain) | |

- | | |
|----------------|----------------|
| LIGHTS | MIRRORS |
| ___ Interior | ___ Interior |
| ___ Exterior | ___ Exterior |
| Location _____ | |

- | | |
|-----------------------|-----------------------------|
| RADIO Problem: | ELECTRICAL EQUIPMENT |
| _____ | ___ Generator/Starter |
| _____ | ___ Turn Signals/Flashers |
| _____ | ___ Horn |
| _____ | ___ Gauges/Instruments |
| _____ | ___ Fare Box |
| _____ | ___ Destination Sign |
| _____ | ___ PA System |

- | | |
|---------------------------|----------------------------|
| A/C & HEATING | ENTRANCE/EXIT DOORS |
| ___ Off | ___ Slow |
| ___ Too Cold/Hot | ___ Inoperative |
| ___ Defroster Defect | ___ Leaks Air |
| ___ Ventilation (Blowers) | ___ Other (explain) |
| ___ Other (explain) | |

- | | |
|---|--|
| WHEELCHAIR LIFT | |
| ___ Will Not Deploy | |
| ___ Will Not Lower/Raise | |
| ___ No Restraint Down/Up | |
| ___ Lift Will Not Hold Into Steps to Park | |
| ___ LF RF RR RL LRI LRO | |

- | | |
|------------------------------|------------------------------|
| GRAFFITI ON BODY | |
| ___ Interior, Location _____ | ___ Exterior, Location _____ |

Time	Signature	Badge
___ No Defects _____ am		
___ Defects Noted _____ pm	(1st Driver)	/
___ No Defects _____ am		
___ Defects Noted _____ pm	(2nd Driver)	/
___ No Defects _____ am		
___ Defects Noted _____ pm	(3rd Driver)	/

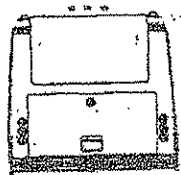
EXPLAIN DEFECTS ON RIGHT SIDE OF CARD

MAINTENANCE DEPARTMENT REPAIR MADE

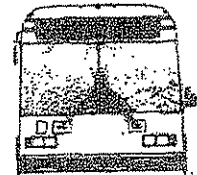
- ABOVE DEFECTS CORRECTED
- ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATIONS OF VEHICLE

Mechanic _____ Date _____ Time _____ Bus Mileage _____

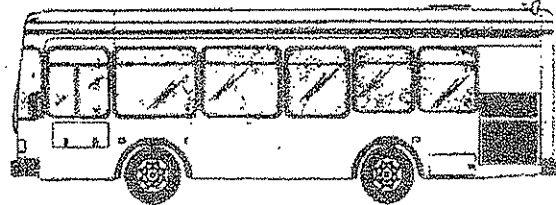
GRAFFITI LOCATIONS, EXTERIOR (Circle and damage to bus body.)



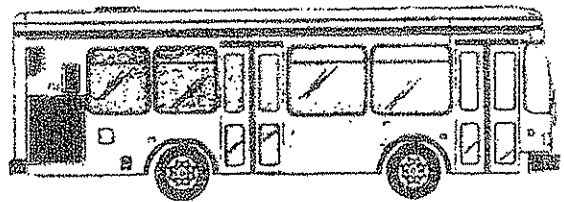
REAR END



FRONT END



LEFT SIDE



RIGHT SIDE

DRIVER REVIEWING REPAIRS:

SIGNATURE: _____ DATE: _____

Inspection

COOPERATIVE AGREEMENT NO. C-9-0508

Senior Mobility P.M. Check List

Attachment 2
to Exhibit A

Date	Bus#	TERMINAL	workorder#	Current Mileage
				Last inspection miles
				Miles between

- A. Employee must check off all boxes/ Note all discrepancies on reverse side
 B. Check files and open workorders

C. Interior

		ok	rep req.
1	Entry door operation and seals		
2	Temperature and oil warning devices		
3	Neutral safety system		
4	Horn, gauges and dash lights		
5	Heater, defroster and fan		
6	Windshield wipers and washer		
7	Indicator lights		
8	Throttle operation		
9	Steering free play _____ in.		
10	Applied and unapplied brake test for vacuum loss		
11	Interior lights		
12	Windshield and window glass condition		
13	Window mechanism and seals		
14	Seat condition		
15	Interior body, floor and stantions		
16	Fire extinguisher date and bracket		
17	Road warning devices		
18	First aid kits		
19	Emergency exits operation, warning devices and signs		
20	Interior clean		
21	Back up alarm		

E. Under hood

		ok
1	Check for visible leakage	
2	Engine oil level	
3	Transmission fluid level and condition	
4	Brake fluid	
5	Power steering fluid	
6	Check all belts	
7	Component and accessory mounting	
8	Check all hoses and routing	
9	Coolant level and protection _____ c/f _____ ph	
10	Pressure test cooling system	
11	Water pump and fan clutch play	
12	Air filter condition - check restriction gauge	
13	Check exhaust system	
14	Battery fluid level and mounting	
15	Clean battery and connections	
16	Drain fuel/water separator	

F. Under Bus

		ok
1	Kingpin and wheel bearing play	
2	Tire wear, condition and matching	
3	Leakage at backing plates and wheel seals	
4	Steering box, mounting, leakage, looseness and leaks	
5	Front shocks and mounting	
6	Front springs, bushings	
7	Engine leaks, lines, filters, hoses and engine mounts	
8	Starter and connections	
9	Exhaust system and mounting	
10	Transmission mounted parking brake	
11	Transmission leaks	
12	Output shaft play	
13	Driveshaft guard, U joints and retarder	
14	Body hold downs and insulators	
15	Wiring along frame	
16	Differential leaks, fluid level	
17	Pinion play	
18	Breather vent	
19	Rear shocks and mounting	
20	Rear springs, bushings and U bolts	
21	Leakage at backing plates and wheel seals	
22	Fuel tank straps and lines	
23	Tail pipe hangers	
24	Lube entire chassis	
25	Check drag link, tie rods and idler arms	

D. Exterior

		ok	rep req.
1	All exterior lights and signals		
2	Mirror condition and mounting		
3	Record body damage		
4	Bumper bolts		
5	Paint lettering and appearance		
6	Emergency exits		
7	Axle flange and lug nuts, oil hubs		
8	Tire side wall condition, cracked wheels, valve stem		
	Valve stem cap, alignment of rear duels		
9	Tread depth		
	LF _____ RF _____ LRO _____		
	LRI _____ RRO _____ RRI _____		
10	Tire inflation: Record and inflate		
	LF _____ RF _____ LRO _____		
	LRI _____ RRO _____ RRI _____		

Inspection

Senior Mobility P.M. Check List

D. Brakes

ok
rep req.

1	Visible and audible leaks		
2	Check all lines along chassis		
3	Check brake booster and hoses		
4	Hydraulic lines		
	Remove wheels and check the following items		
5	Pads and rotors		
6	Check pins and caliber's		

D. Lift Inspection

ok

1	Check lift for proper operations	
2	Inspect for stress, cracks, mounting and alignment	
3	Check pins	
4	Check the complete hydraulic system	
5	Check micro switches and electrical wiring	
6	Check all system covers and warning signs	
7	Check safety barrier	
8	Lube complete lift	
9	Check wheelchair securements, proper amount and operation	
10	Lift door warning device	
11	Lift cover in place	

H. Roadtest

I. Note repairs needed

Signature of Inspecting Mechanic

Signature of Supervisor

6,000 miles- inspection/oil change

30,000 Transmission service

60,000 Differential service

Transmission Service

COOPERATIVE AGREEMENT NO. C-9-0508

Senior Mobility P.M. Check List

Attachment 2
to Exhibit A

Date	Bus#	Terminal	Workorder#	Current Mileage
				Last Trans Service
				Miles Between

1 Visual

ok req rep

a.	Check for oil leaks		
b.	Check all Transmission mechanical controls for wear, operation and adjustment		
c.	Check neutral safety switch		
d.	Check fluid level and condition		
e.	Check modular cable		
f.	Check cooler lines for leaks, cracks, restrictions		
g.	Check trans mounts		

2 Service

ok req rep

a.	Drain fluid		
b.	Drain converter if applicable		
c.	Change internal filter (report metal found in pan)		
d.	Change external filter		
e.	Clean vent		
f.	Install boots on linkage		

3 For electrical controlled trans missions check the following

ok req rep

a.	Check all wiring for chaffing and connections		
b.	Check operation of overdrive light		
c.	Scan system with pro link and record fault codes.		
d.	List codes prior to repairs.		

4 Operation

ok req rep

a.	Road test vehicle and cycle test		
b.	Check automatic up and down shift		
c.	Check manual up and down shifts		
d.	Check lockup		

5 List repairs needed

Signature of mechanic

Signature of supervisor

PROJECTED FUNDING LEVELS
Senior Mobility Program

Garden Grove

	2009	2010	2011	Total
OCTA Contribution - Operating	\$ 170,334	\$ 175,730	\$ 183,225	\$ 529,289
City Contribution - Operating	\$ 50,066	\$ 51,415	\$ 53,288	\$ 154,769
County Contribution - OoA	\$ 29,929	\$ 29,929	\$ 29,929	\$ 89,787
Total Operating Costs	\$ 250,329	\$ 257,074	\$ 266,442	\$ 773,845
# Vehicles Provided	4	4	4	
OCTA Contribution - Refurbishing	\$ 3,000	\$ -	\$ 9,000	\$ 12,000
Total Cost	\$ 253,329	\$ 257,074	\$ 275,442	\$ 785,845
Increase in OCTA Allocation for Operating Costs	\$ 67,801	\$ 73,197	\$ 80,692	\$ 221,690
Senior Population	20,414	20,964	21,728	



Senior Mobility Transportation Program
Monthly Reporting Form

Service for the month of: _____ Year (circle): 2009/2010

Program Name: _____

City or Organization: _____

Contact Person: _____

Contact Phone: _____

Trip category	One-Way Pass Trips	Vehicle service hours	Vehicle service miles
Nutrition Trips			
Medical Trips			
Shopping Trips			
Other Trips (Please specify trip type below**)			
Totals			

OCTA monthly contribution amount: \$ _____

City monthly contribution amount: \$ _____

Total operating cost for month: \$ _____

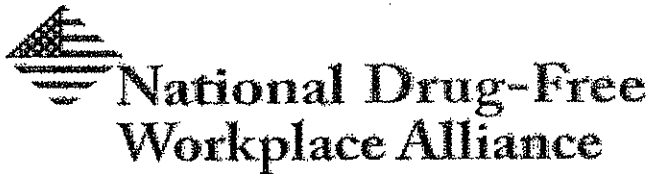
Source of City contributions: _____

Comments: _____

Please provide the requested information and submit the completed form to OCTA, Attention: Donna Berger/Community Transportation Coordinator, by email to dberger@octa.net or by FAX to (714) 560-5927 by the 15th day of the month following the reporting month.

Please contact Donna Berger at (714) 560-5538 if you have any questions or require assistance with the completion of this form.

**Please specify other trip types being provided to seniors in this space



DRUG-FREE WORKPLACE ACT OF 1988

THE FEDERAL LAW

This law, enacted November 1988, with subsequent modification in 1994 by the Federal Acquisition Streamlining Act, (*raising the contractor amount from \$25,000 to \$100,000*), requires compliance by all organizations contracting with any U. S. Federal agency in the amount of \$100,000 or more that does not involve the acquisition of commercial goods via a procurement contract or purchase order, and is performed in whole in the United States. It also requires that *all* organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. The Law further requires that all *individual* contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Certification that this requirement is being met must be done in the following manner:

By publishing a statement informing all covered employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the covered workplace, and what actions will be taken against employees in the event of violations of such statement.

By providing **ALL** covered employees with a copy of the above-described statement, including the information that as a condition of employment on the Federal contract or grant, the employee must abide by the terms and conditions of the policy statement.

For Federal contractors this encompasses employees involved in the performance of the contract. For Federal grantees all employees must come under this requirement as the act includes all "direct charge" employees (those whose services are directly & explicitly paid for by grant funds), and "indirect charge" employees (members of grantee's organization who perform support or overhead functions related to the grant and for which the Federal Government pays its share of expenses under the grant program).

Among "indirect charge" employees, those whose impact or involvement is insignificant to the performance of the grant are exempted from coverage. Any other person, who is on the grantee's payroll and works in any activity under the grant, even if not paid from grant funds, is also considered to be an employee.

COOPERATIVE AGREEMENT NO. C-9-0508
EXHIBIT D

Temporary personnel and consultants who are on the grantee's payroll are covered. Similar workers, who are not on the grantee's payroll, but on the payroll of contractors working for the grantee, are not covered even if physical place of employment is in the grantee's workplace.

By establishing a continuing, drug-free awareness program to inform employees of the dangers of drug abuse; the company's drug-free workplace policy; the penalties for drug abuse violations occurring in the workplace; the availability of any drug counseling, rehabilitation, and/or employee assistance plans offered through the employer.

By requiring each employee directly involved in the work of the contract or grant to notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not less than five (5) calendar days after such conviction.

By notifying the Federal agency with which the employer has the contract or grant of any such conviction within ten (10) days after being notified by an employee or any other person with knowledge of a conviction.

By requiring the imposition of sanctions or remedial measures, including termination, for an employee convicted of a drug abuse violation in the workplace. These sanctions may be participation in a drug rehabilitation program if so stated in the company policy.

By continuing to make a "good-faith" effort to comply with all of the requirements as set forth in the Drug-Free Workplace Act.

All employers covered by the law are subject to suspension of payments, termination of the contract or grant, suspension or debarment if the head of the contracting or granting organization determines that the employer has made any type of false certification to the contracting or grant office, has not fulfilled the requirements of the law, or has excessive drug violation convictions in the workplace. Penalties may also be imposed upon those employing a number of individuals convicted of criminal drug offenses as this demonstrates a lack of good faith effort to provide a drug-free workplace. The contract or grant officer may determine the number on a case-by-case basis. Employers who are debarred are ineligible for other Federal contracts or grants for up to five (5) years. Compliance may be audited by the Federal agency administering the contract or grant.

The Drug-free Workplace Act does not require employers to establish an employee assistance program (EAP) or to implement drug testing as a part of the program.

Source: Federal Registers April 11, 1988 & May 25, 1990 & the Federal Acquisition Streamlining Act of 1994 (FASA).