City Of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:

Matthew Fertal

From:

Kimberly Huy

Dept:

City Manager

Dept:

Community Services

Subject: AGREEMENT WITH ORANGE COUNTY

Date:

May 24, 2011

TRANSPORTATION AUTHORITY FOR TRANSPORTATION SERVICES UNDER THE SENIOR MOBILITY PROGRAM

OBJECTIVE

To obtain City Council approval for the Agreement with the Orange County Transportation Authority (OCTA) for grant funding for the City of Garden Grove Senior Mobility Program (SMP) at the H. Louis Lake Senior Center.

BACKGROUND

In June 2009, City Council approved an Agreement with OCTA for the Senior Mobility Program for the H. Louis Lake Senior Center (Center) for two twelve-month Under the SMP, OCTA periods beginning July 2009, and ending June 2011. provides funding for transportation services offered to senior citizens at the Center. These services are offered as part of the Agreement with St. Anselm's Cross Cultural Community Center.

DISCUSSION

The current Agreement with OCTA for the SMP at the H. Louis Lake Senior Center will expire at the end of June 2011. The new Agreement with OCTA will provide grant funding for three twelve-month periods beginning July 2011 through June 2014. The total grant funding for each year is \$183,225.

FINANCIAL IMPACT

Funding for transportation services is split between the City and OCTA. OCTA will provide \$183,225 for all three twelve-month periods, beginning in FY 2011-2012 through FY 2013-2014. The City is required to provide a 20 percent match, a total of \$36,645, which can be in-kind or financial. The match will consist of an in-kind match of \$36,645 in staff salaries budgeted in the General Fund.

AGREEMENT WITH ORANGE COUNTY TRANSPORTATION AUTHORITY FOR TRANSPORTATION SERVICES UNDER THE SENIOR MOBILITY PROGRAM May 24, 2011 Page 2

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached Agreement with the Orange County Transportation Authority for funding of the City's Senior Mobility Program at the H. Louis Lake Senior Center, in the amount of \$183,225 per year for three years; and
- Authorize the Mayor to execute the Agreement on behalf of the City.

KIMBERLY HUY

Director

Supervisor

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

Recommended for Approval

Matthew Fertal City Manager

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COOPERATIVE AGREEMENT C-1-2472

BETWEEN

THE ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF GARDEN GROVE

FOR

SENIOR MOBILITY PROGRAM

THIS AGREEMENT is made and entered into this _______day of ________, 2011 by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the state of California (hereinafter referred to as "AUTHORITY"), and the City of Garden Grove, 11222 Acacia Parkway, Garden Grove, California 92840, (hereinafter referred to as "CITY"). Herein, AUTHORITY and CITY are sometimes individually referred to as the "PARTY" and collectively as the "PARTIES."

RECITALS

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

WHEREAS, AUTHORITY and CITY agree to enter into the Senior Mobility Program (SMP) concerning senior transportation services; and

WHEREAS, this Cooperative Agreement defines the roles and responsibilities of AUTHORITY and CITY in executing a Senior Mobility Program for senior transportation; and

WHEREAS, AUTHORITY and CITY agree to comply with all relevant elements of Orange County Local Transportation Authority Ordinance No. 3; and

WHEREAS, AUTHORITY's Board of Directors approved this Cooperative Agreement on February 14, 2011;

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

ARTICLE 1. COMPLETE AGREEMENT

- A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the agreement between AUTHORITY and CITY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s).
- B. AUTHORITY's failure to insist in any one or more instances upon CITY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or condition(s) and CITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. RESPONSIBILITIES OF AUTHORITY

- A. AUTHORITY agrees to provide funds per the following guidelines:
- Services provided under the Senior Mobility Program are available to individuals
 vears of age and older.
- 2. Funds for the program are identified as 1% of Renewed Measure M (M2) net sales tax revenue and will be allocated to all local jurisdictions based upon the participating entity's respective percentage of the senior population for the entire county.
- 3. Senior population will be determined by using the most current official decennial Census information provided by the U.S. Census Bureau.
- 4. All active participants will receive their portion of funding on a bi-monthly basis.
- B. In the event that the amount of M2 funding provided for this program is less than the amount allocated for this program in fiscal year (FY) 2010-11 as illustrated in Exhibit B, "Senior Mobility

Program Allocation," AUTHORITY will allocate Transportation Development Act (TDA) Article 4.5 funds to CITY in an amount no greater than FY 2010-11 funding levels less M2 SMP revenues for up to three (3) years. Disbursement of TDA funds will occur with the last bi-monthly distribution of M2 funds during the fiscal year.

- C. Agree that Net Revenues allocated shall be expended or encumbered within three years of receipt. AUTHORITY may grant an extension to the three-year limit, but extensions shall not be granted beyond a total of five (5) years from the date of the initial funding allocation.
- D. In the event the time limits for use of Net Revenues are not satisfied, then any retained Net Revenues that were allocated to an Eligible Jurisdiction and interest earned thereon shall be returned to AUTHORITY and these Net Revenues and interest earned thereon shall be available for allocation to any project within the same source program at the discretion of AUTHORITY.
- E. AUTHORITY may provide, at AUTHORITY's sole discretion, a refurbished surplus paratransit vehicle, at no cost to CITY and no further responsibility to AUTHORITY after vehicle donation. CITY may purchase additional vehicle(s) in excess of their vehicle allocation at a cost of Five Thousand Dollars (\$5,000) per vehicle, subject to vehicle availability.

ARTICLE 3. RESPONSIBILITIES OF CITY

- A. CITY agrees that all funds received from AUTHORITY as specified in Article 2A above will be used exclusively for providing accessible senior transportation services that do not duplicate AUTHORITY's services as specified in Exhibit A entitled "Scope of Work."
- B. CITY must satisfy all M2 eligibility criteria in order to receive their formula allocation for this program.
- C. CITY agrees that Net Revenues allocated shall be expended or encumbered within three (3) years of receipt. AUTHORITY may grant an extension to the three-year limit, but extensions shall not be granted beyond a total of five (5) years from the date of the initial funding allocation.
- D. In the event the time limits for use of Net Revenues are not satisfied, any retained Net Revenues that were allocated to an Eligible Jurisdiction and interest earned thereon shall be returned to

AUTHORITY and these Net Revenues and interest earned thereon shall be available for allocation to any project within the same source program at the discretion of AUTHORITY.

- E. CITY agrees to match twenty percent (20%) of the total annual formula allocation. Local match may be made up of cash-subsidies, fare revenues, or in-kind contributions.
- F. CITY may contract with a third-party service provider to provide senior transportation services provided that:
 - 1. Contractor is selected using a competitive procurement process; and
 - 2. Wheelchair accessible vehicles are available and used when requested.
- G. CITY shall procure and maintain insurance coverage during the entire term of this Agreement. Coverage shall be full coverage or subject to self-insurance provisions. CITY shall provide the following insurance coverage:
- 1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.
- 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000.00 each accident;
 - 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.
- H. 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 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 AUTHORITY.

- I. CITY shall include on the face of the Certificate of Insurance the Cooperative Agreement Number C-1-2472; and, the Senior Contract Administrator's Name, Pia Veesapen.
- J. CITY agrees to provide AUTHORITY with monthly summary reports of CITY's Senior Mobility Program. CITY shall submit monthly summary report within fifteen (15) calendar days as specified in Exhibit C "Senior Mobility Program Monthly Reporting Form," included in this Agreement, which is incorporated into and made part of this Agreement.
- K. CITY shall adopt an annual Expenditure Report to account for Net Revenues and funds expended by the Eligible Jurisdiction, which satisfy the Maintenance of Effort requirements. The Expenditure Report shall be submitted by the end of six (6) months following the end of the jurisdiction's fiscal year and include the following:
 - 1. All Net Revenue fund balances and interest earned.
- 2. Expenditures identified by type (i.e. capital, operations, administration, etc.) and program or project.
- L. In the event CITY obtains a retired AUTHORITY vehicle for Senior Mobility Program services, CITY agrees to transfer vehicle title and registration within fourteen (14) calendar days from taking possession of the vehicle. CITY also agrees to provide documentation to AUTHORITY confirming transfer of vehicle title and registration from AUTHORITY to CITY within thirty (30) calendar days from taking possession of the vehicle.

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2011 and shall continue in full force and effect through June 30, 2016, unless earlier terminated or extended as provided in this Agreement. AUTHORTITY, at its sole discretion, retains the right to extend this Agreement through June 30, 2021.

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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:

To CITY: To AUTHORITY:

City of Garden Grove Orange County Transportation Authority

11222 Acacia Parkway 550 South Main Street

P.O. Box 14184

Garden Grove, California 92840 Orange, California 92863-1584

ATTENTION: Janet Pelayo ATTENTION: Pia Veesapen

(714) 741 - 5215 (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.

ARTICLE 9. TERMINATION

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

ARTICLE 10. INDEMNIFICATION

- A. CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by CITY, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Cooperative Agreement.
- B. CITY shall maintain adequate levels of Insurance, or self-insurance to assure full indemnification of AUTHORITY.

ARTICLE 11. ALCOHOL AND DRUG POLICY

- A. CITY agrees to establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this Agreement as Exhibit D. CITY agrees to produce any documentation necessary to establish its compliance with sections 701-707.
- B. Failure to comply with this Article may result in nonpayment or termination of this Agreement.

ARTICLE 11. CONFLICT OF INTEREST

CITY agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, CITY is unable, or potentially unable to render impartial assistance or advice to AUTHORITY; CITY's objectivity in performing the work

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identified in the Scope of Work is or might be otherwise impaired; or CITY has an unfair competitive advantage. CITY is obligated to fully disclose to AUTHORITY in writing Conflict of Interest issues as soon as they are known to CITY. All disclosures must be submitted in writing to AUTHORITY pursuant to the <u>Article 5. Notices</u> provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 12. CODE OF CONDUCT

CITY agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third-Party contracts, which is hereby referenced and by this reference is incorporated herein. CITY agrees to include these requirements in all of its subcontracts.

ARTICLE 13. FORCE MAJEURE

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

ORANGE COUNTY TRANSPORTATION AUTHORITY

CITY OF GARDEN GROVE

Upon execution by both PARTIES, this Cooperative Agreement shall be made effective on July 1, 2011.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Cooperative Agreement No. C-1-2472 to be executed on the date first above written.

Ву	By
William Dalton	Will Kempton
Mayor	Chief Executive Officer
	APPROVED:
	Ву
	Beth McCormick
	General Manager, Transit

Upon execution by both PARTIES, this Cooperative Agreement shall be made effective on July 1, 2011.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Cooperative Agreement No. C-1-2472 to be executed on the date first above written.

CITY OF GARDEN GROVE

ORANGE COUNTY TRANSPORTATION AUTHORITY

Matthew J. Fertal
City Manager

Will Kempton
Chief Executive Officer

By

Beth McCormick
General Manager, Transit

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SCOPE OF WORK

Senior Mobility Program

 The City of Garden Grove (CITY) shall utilize funding provided by the Orange County Transportation Authority (OCTA) 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.

- CITY shall follow competitive procurement practices in the selection of vendors for all services which it does not provide using its own workforce. Any Request for Proposals (RFP) for services shall specify the use of vehicles meeting ADA accessibility standards.
- 3. CITY does not wish to obtain one retirement eligible OCTA ACCESS vehicle at this time. CITY may opt to obtain a vehicle(s) during the course of the contract. Additional vehicles may be purchased from OCTA for \$5,000 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 OCTA.
- 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 Pre-Operation Inspection & Defect Report (Attachment 1).
 - Scheduled preventative maintenance that meets or exceeds the guidelines provided in the Senior Mobility P.M. Checklist (Attachment 2). This includes the maintenance of all accessibility features of the vehicles and the PM Transmission Check List.
- 5. CITY shall keep maintenance records for each vehicle for five years and shall cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.

- 6. CITY shall 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 shall be included in the training.
- 7. CITY shall submit a monthly report to OCTA's Community Transportation Services Department which includes, at a minimum, a monthly and fiscal year-to-date summary of service and expenditures in Exhibit C.
- 8. CITY shall participate in OCTA marketing and outreach efforts to encourage the use of fixed-route transit service by older adults.
- 9. CITY shall note OCTA sponsorship in any promotional materials for service funded under this agreement and shall display the OCTA Senior Wheels program logo on vehicles used in this program (excluding taxis).
- 10. CITY shall ensure that it maintains adequate oversight and control over all aspects of service that are provided by a contracted vendor.

Attachment 1 Pre- Operation Inspection & Defect Report

Bus/Van No		Date:
Federal Regulations sta shall be driven unless to	te that no motor vehicle he driver has determined d working order. Each o	carrying passengers for hire of that the following parts and driver is required to submit a
1st Driver:		· · · · · · · · · · · · · · · · · · ·
Miles Finish:	Miles Start:	Miles Elapsed:
No Defects: D D	efects: D Signature: _	
2nd Driver:		· · · · · · · · · · · · · · · · · · ·
Miles Finish:	Miles Start:	Miles Elapsed:
No Defects: 🛛 D	efects: D Signature: _	
3rd Driver.		
Miles Finish:	Miles Start:	Miles Elapsed:
No Defects: □ D	efects: 🛘 Signature: _	
PREC	PERATIONS INSP	PECTIONS
indicate with an (x) that	each item has been chec	cked:
AMPM	AM/PI	
/ Tires/Lug Nuts (wheels & rims) _/	Emergency Reflectors Turn Signal Switch/Horn
/ Air System	J	First Aid Kit
/ Lights/Reflectors / Wheelchair Lifts		Radio Driver's Seat/Belt
/ Wheelchair Lift	Cover _/_	Door Interlock
/ Mirrors	ers/Washers _/_	W/C Tie Down Straps Manual Lift Bar
		Conduct Walk Around
/ Fire Extinguishe _/_ Steering Mechan		Parking/Brakes/Service Brakes
DEFECTS: Indicate with	h an Iv'i rialactiva itams :	
BRAKES	RETARDER	ENGINE
Brake Fluid Leaks	_ Light On:	Hot Engine/Water Leaks
Soft/Hard	Brakes Not ApplieLight On:	rd Low Oil/Oil Leaks Starts Hard
Pull to UR Dragging	Brakes Applied,	Starts hard No Power/Eng. Ck. Ligh
Smoking	Bus Stopped	_ Smokes
Emergency Brake Other - exptain	Light Not On: Brakes Applied.	Idles Rough/Vibration Exhaust, Vacuum Leaks
TIRESAWHEELS	Bus Moving	Fuel Leaks/LPG/Gas
_ Flat	AC & HEATING	Other - explain
_ Embedded Object	Off Too Cold/Hot	TRANSMISSION Won't Go Into Gear
Cut Smooth/Cord	Defroster Defect	Won't Go Into Gear Slips/Grinds/Lurches
LF RF RRI RRO LRI LRO	_ Ventilation (Blowers)	Excessive Noise
_ Loose Missing Lugs _ Other - explain	Fumes Other- explain	Leaks Drive Line Vibration
TIGHTZ	ENTRANCE/EXIT DOORS	Door End Mains
_ Interior	WINDOWS	STEERING
Exterior	Slow Inoperative	Hard/Binds
_ Location:	Leaks Air	Shimmy Excessive Play
VEHICLE CLEANLINESS	_ Excessive Play	_ Other - explain
_ Interior	Other - explain Emergency Releases	ELECTRICAL EQUIPMENT
Exterior Floor	WHEELCHAIR LIFT	_ Generator/Starter _ Turn Signals/Flashers
_ Windows	_ Will Not Fold Out	Horn
_ Seat Condition	Will Not Lower/Raise No Restraint Down/Up	Fare Box
Explain:	_ No Restark Down Up	_ Instruments/Gauges _ Fuel, Oil, Amp Meter
	Bus	- n y mind mind and
RADIO Sei	ats Handrails	Mariach, Panale
_ 28/	can and and	Modesty Panels

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RODA DAWAGE:

Circle and describe any damage to a bus on diagram of front/rear and two side views

	Description.
F 00000	Description:
	Description:
	Description:
IMPORTANT! Help expedite r information regarding	epairs by providing necessary
REPAIRS	S MADE:
ALL ITEMS COMPLETED - BUS	S SERVICED AND RELEASED:
Supervisor's Signature	Date

Senior Mobility P.M. Check List

	Date	Bus#	TERMINAL	workorder#	Current Mileage
					Last inspection miles
Α.	Employee must chec	k off all boxes/ Note all dis		Miles between	

B. Check files and open workorders

C.	<u>Interior</u>	쏭	rep req.
1	Entry door operation and seals	T	
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 playin.		
10	Applied and unapplied brake test for vacum 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		

D	Exterio	nr.					ep reg.
<u>υ.</u>						Ť	<u> </u>
1		rior lights and s					
2	Mirror c	ondition and me	ounting				
3	Record	body damage					
4	Bumper	bolts					
5	Paint le	ttering and app	earance				
6	Emerge	ncy exits					
7	Axle fla	nge and lug nut	s, oil hubs				
8	Tire side wall condition, cracked wheels, valve stem						
	Valve st	tem cap, alignn	ent of rear	duels			
9	Tread d	epth					
	LF	RF	LRO_				
	LRI	RRO	RRI_				
10	Tire infl	ation: Record a	nd inflate				
	LF	RF	LRO				
	LRI	RRO	RRI_				

E.	<u>Under hood</u>	쓩	rep rec
1	Check for visible leakage	П	
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 protectionc/fph		
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	П	

F.	<u>Under Bus</u>	쏫	ep req.
1	Kingpin and wheel bearing play	T	
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		

Senior Mobility P.M. Check List

D.	<u>Brakes</u>	ᇂ	rep re
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	š	ē
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		

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I.	Note repairs needed		
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	Signature of Inspecting Mechanic	Signature of Supervisor	

6,000 miles- inspection/oil change 30,000 Transmission service 60,000 Differential service



Senior Mobility Program Allocation FY 2010-11 Transportation Development Act Article 4.5 Funds

Local Jurisdictions		Y 2010-11 Contribution
Anaheim	\$	194,204
Brea	\$	37,766
Buena Park	\$	49,457
Costa Mesa	\$	83,053
Garden Grove	\$	183,225
Huntington Beach	\$	164,622
Irvine	\$	93,151
La Habra	\$	52,413
Laguna Hills	\$	34,226
Laguna Niguel	\$	46,533
Laguna Woods	\$	128,998
Lake Forest	\$	45,677
Newport Beach	\$	111,163
Placentia	\$	38,104
Rancho Santa Margarita	\$	14,403
San Clemente	\$	50,698
Santa Ana	\$	167,850
Seal Beach	***	69,114
Westminster	\$	66,902
Yorba Linda	\$	40,913
Total (Current Participants)	\$	1,672,472

AGREEMENT NO. C-1-2472 EXHIBIT C

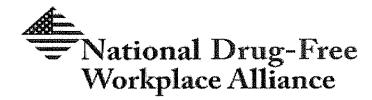


Senior Mobility Program Monthly Reporting Form

Monthly Reporting E-Form

Prograi	n Information			
Service for the Month/Years of:	contraction of the contraction o	facilité héritains an éarsann manainn i mar agus agus agus agus agus agus agus agus		
Program Name:				
City or Organization:				
Contact Person:	***************************************	·····		
Contact Number:				
	Details			<u>-</u>
Trip Category	One-Way Passenger Trip	Vehicle Service Hours	Vehicle Service Miles	
Nutrition Trips:				
Medical trips:				
Shopping trips:				
Other trips: (Please specify trip type below**)				
Totals:	0	0		0
\$	ummary		(\$ 10 m)	
OCTA Monthly Contribution Amount:				
City Monthly Contribution Amount:				
Total Operation Cost for Month:			***************************************	
Source of City Contributions:				
**Please specify other trip types	being provided to senio	ors in this space:		7
Please provide the requeste Attention: Jessica Deakyne/Community Transportation Co	ed information and submit the co- ordinator, by email to jdeakyne@		-5927.	
***By the 15th day of the month following				
Please contact Jessica Deakyne at (714) 560-5802 if you have	any questions or require	assistance with the co	mpletion of this form.	
	Comments:			

TR-BO-086.doc (09/18/08) Page 1 of 1



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.

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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 <u>does not</u> 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).