

City Of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew Fertal
Dept: City Manager
Subject: AGREEMENT BETWEEN THE CITY OF GARDEN GROVE, THE KOREAN AMERICAN SENIOR ASSOCIATION AND THE ORANGE COUNTY TRANSPORTATION AUTHORITY

From: Kimberly Huy
Dept: Community Services
Date: May 24, 2011

OBJECTIVE

To request City Council approval of the Agreement between the City of Garden Grove, the Korean American Senior Association and the Orange County Transportation Authority (OCTA) naming the City of Garden Grove as the fiscal receiving agent for the Association's Senior Mobility Program (SMP).

BACKGROUND

In June 2003, City Council approved an Agreement between the City of Garden Grove, the Korean American Senior Association and OCTA designating the City as the fiscal receiving agent for the Association's SMP. OCTA requires that a government agency receive the funding for the SMP, and the City has agreed to receive the funds from OCTA and then transfer them to the Korean American Senior Association. In June 2008, City Council approved an Amendment to extend this Agreement for three additional years, beginning in July 2008 through June 2011.

DISCUSSION

The current Agreement between the City of Garden Grove, the Korean American Senior Association and OCTA will expire at the end of June 2011. The new Agreement will require that the City once again agree to be the fiscal receiving agent for the Association's SMP funding, beginning July 2011 through the end of June 2014. Under this Agreement, the City will have no obligation to provide funding to the Korean American Senior Association if OCTA reduces or eliminates funding for the SMP.


FINANCIAL IMPACT

There will be no direct fiscal impact to the City's General Fund, as the SMP funding will be provided by OCTA, and the City will only pass through funds received by OCTA to the Korean American Senior Association.

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached Agreement with the Korean American Senior Association and the Orange County Transportation Authority naming the City as the fiscal receiving agent for the Association's Senior Mobility Program, and
- Authorize the Mayor to execute the Agreement on behalf of the City.


KIMBERLY HUY
Director


By: Janet Pelayo
Supervisor

Attachment: Agreement between the City of Garden Grove, the Korean American Senior Association and the Orange County Transportation Authority

Recommended for Approval


Matthew Feral
City Manager

1 COOPERATIVE AGREEMENT NO. C-1-2491

2 BETWEEN

3 ORANGE COUNTY TRANSPORTATION AUTHORITY

4 AND

5 CITY OF GARDEN GROVE

6 AND

7 KOREAN AMERICAN SENIOR ASSOCIATION OF ORANGE COUNTY

8 FOR

9 SENIOR MOBILITY PROGRAM

10 THIS AGREEMENT is made and entered into this _____ day of _____,
11 2011 by and between the Orange County Transportation Authority, a public corporation of the State of
12 California (hereinafter referred to as "AUTHORITY"), the City of Garden Grove (hereinafter referred to
13 as "CITY") and Korean American Senior Association of Orange County (hereinafter referred to as
14 "CONTRACTOR").

15 RECITALS

16 WHEREAS, AUTHORITY, CITY and CONTRACTOR are desirous of obtaining transportation
17 services for seniors receiving services through CONTRACTOR; and

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

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

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

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

25 ARTICLE 1. COMPLETE AGREEMENT

26 A. This Agreement, including all exhibits and documents incorporated herein and made

1 applicable by reference, constitutes the complete and exclusive statement of the term(s) and
2 condition(s) of the agreement between AUTHORITY, CITY and CONTRACTOR and it supersedes all
3 prior representations, understandings and communications. The invalidity in whole or in part of any
4 term or condition of this Agreement shall not affect the validity of other term(s) or condition(s).

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

13 **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY**

14 A. AUTHORITY agrees to provide funds in the initial year in the amount specified in the
15 attached Exhibit B, "Projected Funding Level," in accordance with Article 5 ("Term of Agreement"), for
16 the Senior Mobility Program using funds obtained from Article 4.5 of the State of California
17 Transportation Development Act. Funding levels are determined annually and are calculated using
18 the annual percentage change of AUTHORITY's budget for Transportation Development Act sales tax
19 revenues.

20 B. AUTHORITY will pay to CITY the AUTHORITY's annual contribution for the first fiscal
21 year within thirty (30) days of receipt of a request to draw down Senior Mobility Program funds or the
22 start of service, whichever is later. Subsequent annual contributions will be paid to CITY by August 31st
23 of the following year.

24 C. All unused or unmatched AUTHORITY funds shall be deducted from the following fiscal
25 year allocations.

26 D. AUTHORITY may provide, at AUTHORITY's sole discretion, a refurbished surplus

1 paratransit vehicle, at no cost to CONTRACTOR and no further responsibility to AUTHORITY after
2 donation. CITY may purchase additional vehicle(s) in excess of their vehicle allocation at a cost to
3 CITY of Five Thousand Dollars (\$5,000) per vehicle, subject to vehicle availability.

4 **ARTICLE 3. RESPONSIBILITIES OF CONTRACTOR**

5 A. CONTRACTOR agrees that all funds received through CITY as specified in Article 2A
6 above will be used exclusively for providing accessible senior transportation services that do not
7 duplicate AUTHORITY's services as specified in Exhibit A entitled, "Scope of Work."

8 B. CONTRACTOR agrees to match twenty percent (20%) of the total SMP allocation.
9 Local match may be made up of cash-subsidies, fare revenues, or in-kind contributions.

10 C. CONTRACTOR may contract with a third party service provider to provide senior
11 transportation services provided that:

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

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

14 D. CONTRACTOR agrees to provide AUTHORITY with monthly summary reports of
15 CONTRACTOR's Senior Mobility Program. CONTRACTOR shall submit a monthly summary report
16 within fifteen (15) calendar days as specified in Exhibit C, "Senior Mobility Program Monthly Reporting
17 Form," included in this Agreement, which is incorporated into and made part of this Agreement.

18 E. CONTRACTOR shall procure and maintain primary insurance coverage during the entire
19 term of this Agreement. Coverage shall be full coverage or subject to self-insurance provisions with
20 approval by AUTHORITY. CONTRACTOR shall 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 of
23 \$1,000,000 of coverage.

24 2. Automobile Liability Insurance with a minimum of \$1,000,000 combined single limits;
25 for Bodily Injury and Property Damage;

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

1 4. Employers' Liability with limits of a minimum of \$100,000; and

2 5. Proof of such coverage, in the form of an insurance company issued policy
3 endorsement and a broker issued insurance certificate, must be received by AUTHORITY prior to
4 commencement of any work. Proof of insurance coverage must be received by AUTHORITY and CITY
5 within seven (7) calendar days from the date of execution of the Agreement. AUTHORITY and CITY
6 must be named as an additional insured on the certificate and endorsement. CONTRACTOR shall
7 include on the face of the Certificate of Insurance the Agreement Number C-1-2491; and the Senior
8 Contract Administrator's Name, Pia Veesapen.

9 F. In the event CONTRACTOR obtains a retired AUTHORITY vehicle for Senior Mobility
10 Program services, CONTRACTOR agrees to transfer vehicle title and registration within fourteen
11 (14) days from taking possession of the vehicle. CONTRACTOR also agrees to provide
12 documentation to AUTHORITY confirming transfer of vehicle title and registration from AUTHORITY
13 to CONTRACTOR within thirty (30) days from taking possession of the vehicle.

14 **ARTICLE 4. RESPONSIBILITIES OF CITY**

15 A. CITY agrees that all funds received from AUTHORITY as specified in Article 2A
16 above, will be transferred to CONTRACTOR to provide accessible senior transportation services
17 that do not duplicate AUTHORITY's services as specified in Exhibit A entitled, "Scope of Work."

18 B. CITY agrees that all funds which AUTHORITY provides will be transferred to
19 CONTRACTOR within 30 days of receipt.

20 C. CITY shall have no obligation to provide funding to CONTRACTOR if AUTHORITY
21 reduces or eliminates funding of the Senior Mobility Program.

22 D. CITY shall have no obligation or responsibility to provide oversight of the
23 transportation program operated by CONTRACTOR and its subcontractors as specified in this
24 Agreement.

25 **ARTICLE 5. TERM OF AGREEMENT**

26 This Agreement shall commence July 1, 2011, and shall continue in full force and effect and

1 shall extend through June 30, 2016, unless earlier terminated as provided in this agreement.

2 **ARTICLE 6. NOTICES**

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

6 **TO CITY:**

7 City of Garden Grove
8 11222 Acacia Parkway
9
10 Garden Grove, California 92840
11 ATTENTION: Janet Pelayo
12 (714) 741 - 5215

TO AUTHORITY:

Orange County Transportation Authority
550 S. Main Street
P.O. Box 14184
Orange, California 92863-1584
ATTENTION: Pia Veesapen
(714) 560-5619

13 **TO CONTRACTOR:**

14 Korean American Senior Association of Orange County
15 9884 Garden Grove Boulevard
16 Garden Grove, California 92644
17 ATTENTION: Euiwon Chough
18 (714) 530-6705

19 **ARTICLE 7. FEDERAL, STATE AND LOCAL LAWS**

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

23 **ARTICLE 8. AUDIT AND INSPECTION OF RECORDS**

24 CITY and CONTRACTOR shall provide AUTHORITY, or other agents of AUTHORITY, such
25 access to accounting books, records, payroll documents and facilities, as AUTHORITY deems
26 necessary. CITY and CONTRACTOR shall maintain such books, records, data and documents in

1 accordance with generally accepted accounting principles and shall clearly identify and make such
2 items readily accessible to such parties during CITY's and CONTRACTOR's performance hereunder
3 and for a period of four (4) years. AUTHORITY's right to audit books and records directly related to this
4 Agreement shall also extend to all first-tier subcontractors.

5 **ARTICLE 9. TERMINATION**

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

9 B. If Agreement is terminated prior to July 1st of any year within the term, CITY and/or
10 CONTRACTOR shall return funds received to AUTHORITY on a prorated basis for that annual
11 allocation.

12 **ARTICLE 10. INDEMNIFICATION**

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

20 B. CITY shall indemnify, defend and hold harmless AUTHORITY, their officers, directors,
21 employees and agents from and against any and all claims (including attorney's fees and
22 reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including
23 death, damage to or loss of use of property caused by the negligent acts, omissions, or willful
24 misconduct by CITY, their officers, directors, employees, agents, subcontractors or suppliers in
25 connection with or arising out of the performance of this Cooperative Agreement.

26 /

1 **ARTICLE 11. ALCOHOL AND DRUG POLICY**

2 A. CITY and CONTRACTOR agree to establish and implement an alcohol and drug
3 program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which
4 is attached to this Agreement as Exhibit D. CITY and CONTRACTOR agree to produce any
5 documentation necessary to establish its compliance with sections 701-707.

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

8 **ARTICLE 12. CONFLICT OF INTEREST**

9 CITY and CONTRACTOR agree to avoid organizational conflicts of interest. An
10 organizational conflict of interest means that due to other activities, relationships or contracts, CITY
11 and/or CONTRACTOR is unable, or potentially unable to render impartial assistance or advice to
12 AUTHORITY; CITY's and/or CONTRACTOR's objectivity in performing the work identified in the
13 Scope of Work is or might be otherwise impaired; or CITY and/or CONTRACTOR has an unfair
14 competitive advantage. CITY and/or CONTRACTOR is obligated to fully disclose to AUTHORITY in
15 writing Conflict of Interest issues as soon as they are known to CITY and/or CONTRACTOR. All
16 disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein.
17 This disclosure requirement is for the entire term of this Agreement.

18 **ARTICLE 13. CODE OF CONDUCT**

19 All parties agree to comply with AUTHORITY's Code of Conduct as it relates to Third-Party
20 contracts, which is hereby referenced and by this reference is incorporated herein. All parties agree
21 to include these requirements in all of its subcontracts

22 **ARTICLE 14. FORCE MAJEURE**

23 Either party shall be excused from performing its obligations under this Agreement during the
24 time and extent that it is prevented from performing by a cause beyond its control, including, but not
25 limited to: any incidence of fire, flood; acts of God; commandeering of material products, plants or
26 facilities by the federal state or local government; national fuel shortage; or a material act of

1 omission by the other party; when satisfactory evidence of such cause is presented to the other
2 party, and provided further that such nonperformance is unforeseeable, beyond the control and is
3 not due to the fault or negligence of the party not performing.

4 Upon execution by all parties, this Cooperative Agreement shall be made effective on July 1,
5 2011.

6 **IN WITNESS THEREOF**, the parties hereto have caused this Agreement No. C-1-2491 to be
7 executed on the date first written above.

8 **CITY OF GARDEN GROVE**

ORANGE COUNTY TRANSPORTATION AUTHORITY

9
10 By _____
11 William Dalton
Mayor

By _____
Will Kempton
Chief Executive Officer

12 **KOREAN AMERICAN SENIOR**
13 **ASSOCIATION OF ORANGE COUNTY**

14 By _____
15 Euiwon Chough
Chairman of Transportation

16 APPROVED:

17
18 By _____
19 Beth McCormick
General Manager, Transit

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.

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

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CITY OF GARDEN GROVE

ORANGE COUNTY TRANSPORTATION AUTHORITY

By Matthew J. Fertal
City Manager

By Will Kempton
Chief Executive Officer

KOREAN AMERICAN SENIOR ASSOCIATION OF ORANGE COUNTY

By Euiwon Chough
Chairman of Transportation

APPROVED:

By Beth McCormick
General Manager, Transit

SCOPE OF WORK

Senior Mobility Program

Korean American Senior Association of Orange County & City of Garden Grove

Task:

The Korean American Senior Association of Orange County (KASAOC) shall utilize funding provided by The Orange County Transportation Authority (OCTA) and its local match to provide the following services:

A. TARGETED POPULATION COMMUNITY:

The Transportation for Health and Active Participation efforts will be focused on all Korean language dependent seniors (60 + years of age) who live in the North/Central County of Garden Grove, Buena Park, Anaheim, Stanton, Santa Ana, Huntington Beach, Fountain Valley, Westminster, Tustin, Irvine and Orange. This area of North/Central Orange County was selected because the association's current participants are primarily from these area senior housing. Our experience shows that the majority of Korean seniors are Korean language dependent and neither utilizing existing fixed route OCTA bus system nor the Access Services for disabled. According to 2002 report of "Condition of Older Adults" by the Office on Aging, County of Orange, minority older adults and those with lower income tend to be concentrated in the North-Central section of Orange County.

B. NEEDS ASSESSMENT

There are over 44,094 Asian/Pacific Islander seniors in Orange County according to 2000 census and the most of these seniors live in the North/Central Orange County. From our experience by serving Korean seniors over 34 years, Korean seniors are clustered in the above cities in North/Central Orange County. Most of the Korean seniors are Korean language dependent and cannot take an advantage of the existing fixed route or Access Services provided by OCTA. The Asian/Pacific Islander Community Senior Conference held in May, 2001 jointly by Office on Aging, County of Orange and the National Asian Pacific American Senior Coalition at Social Security office in the City of Orange affirmed the lack of and critical needs of special senior transportation arrangements in Orange County.

C. PROGRAM DESCRIPTION

One of the goals of the Transportation for Healthy and Active Participation is to have a well planned and easy to access system of transportation for Korean seniors. KASAOC has hired a bilingual class "B" driver as well as bilingual Transportation

Coordinator to accommodate with Korean language dependent monolingual Korean senior for their transportation needs.

Service Schedule: Under this program, the association plans to provide transportation services through 5 days from Monday to Friday for 8 hours per day and on the weekends as needed and as resources allow.

D. MEASURABLE OBJECTIVES AND OUTCOMES

- 1) To provide the availability of transportation services to older language dependent Korean in North/Central Orange County.
- 2) To provide non-emergency medical transportation services to clients who need to go to hospitals and/or doctors' offices.
- 3) To provide senior transportation services for grocery shopping, visitations to senior center and community centers to participate variously active programs.

Measures to track outcomes include:

- a. Number of trips
- b. Number of trips to/from sites
- c. Number of passengers
- d. Number of various other activities

E. ORGANIZATIONAL BACKGROUND

KASAOC was established in 1977 to provide social service assistances and English language classes. Over the years KASAOC has also served as a food distribution site and food bank for more than 1,000 members. Always the association is looking for new opportunity to improve and help the quality of life for the members who are either older or disabled citizens and can get very little resources available to them. The mission of KASAOC is to ensure older Korean Americans attain the highest dignity in all aspect of social life. KASAOC is a Non-profit, 501© 3, California Corporation. It is governed by the board of directors, staffed by working volunteers, and executed by President, Mr. Il Nam Oh. The association has its Transportation Committee, with the committee chair, Euiwon Chough, to plan and manage all the transportation service affairs.

F. KASAOC's RESPONSIBILITIES & COMMITMENTS

1. To follow competitive procurement practices in selection of vendors for all services. Any Request for Proposals (RFP) for services shall specify the use of vehicles meeting ADA accessibility standards.
2. To ensure that all contracted vendors perform, maintenance of all vehicles used in the Senior Mobility Program, include at a minimum:
 - a. Daily Pre-Operation Inspections that meet or exceed the guidelines provided in the attached Pre-Operation Inspection & Defect Report (Attachment 1)
 - b. Scheduled preventive maintenance that meets or exceeds the guidelines provided in the attached Senior Mobility P.M. Checklist, including the maintenance of all accessibility features of the vehicles (Attachment 2).
3. To maintain maintenance records for each vehicle for 5 years and to cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.
4. To ensure that its operators, or contracted vendor's operators, are properly licensed and trained to perform their duties safely, and in a manner, which treats its riders with respect and dignity. Disability awareness and passenger assistance are included in training.
5. To submit a monthly report to OCTA Community Transportation Services which includes monthly and fiscal year-to-date summary of service and expenditures as illustrated in Exhibit C.
6. To participate in OCTA marketing and outreach efforts to encourage use of fixed-route transit by older adults.
7. To notice OCTA sponsorship in any promotional materials for service under this agreement and to display the OCTA Senior Wheels program Logo on vehicles used in this program (excluding taxis).
8. To ensure that it maintains adequate oversight and control over all aspects of service that are provided by any contracted vendors.

Attachment 1

Pre- Operation Inspection & Defect Report

Bus/Van No. _____ Date: _____

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 driven.

1st Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: Defects: Signature: _____

2nd Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: Defects: Signature: _____

3rd Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: Defects: Signature: _____

PREOPERATIONS INSPECTIONS

Indicate with an (x) that each item has been checked:

AM/PM		AM/PM	
<input type="checkbox"/>	Tires/Lug Nuts (wheels & rims)	<input type="checkbox"/>	Emergency Reflectors
<input type="checkbox"/>	Motor-Guard	<input type="checkbox"/>	Turn Signal Switch/Horn
<input type="checkbox"/>	Air System	<input type="checkbox"/>	First Aid Kit
<input type="checkbox"/>	Lights/Reflectors	<input type="checkbox"/>	Radio
<input type="checkbox"/>	Wheelchair Lifts	<input type="checkbox"/>	Driver's Seat/Belt
<input type="checkbox"/>	Wheelchair Lift Cover	<input type="checkbox"/>	Door Interlock
<input type="checkbox"/>	Mirrors	<input type="checkbox"/>	W/C Tie Down Straps
<input type="checkbox"/>	Windshield Wipers/Washers	<input type="checkbox"/>	Manual Lift Bar
<input type="checkbox"/>	Fire Extinguisher	<input type="checkbox"/>	Conduct Walk Around
<input type="checkbox"/>	Steering Mechanism	<input type="checkbox"/>	Parking/Brakes/Service Brakes

DEFECTS: Indicate with an (x) defective items only: (Explain in Detail)

BRAKES	RETARDER	ENGINE
<input type="checkbox"/> Brake Fluid Leaks	<input type="checkbox"/> Light On:	<input type="checkbox"/> Hot Engine/Water Leaks
<input type="checkbox"/> Soft/Hard	<input type="checkbox"/> Brakes Not Applied	<input type="checkbox"/> Low Oil/Oil Leaks
<input type="checkbox"/> Pull to L/R	<input type="checkbox"/> Light On:	<input type="checkbox"/> Starts Hard
<input type="checkbox"/> Dragging	<input type="checkbox"/> Brakes Applied,	<input type="checkbox"/> No Power/Eng. Ck. Light
<input type="checkbox"/> Smoking	<input type="checkbox"/> Bus Stopped	<input type="checkbox"/> Smokes
<input type="checkbox"/> Emergency Brake	<input type="checkbox"/> Light Not On:	<input type="checkbox"/> Idles Rough/Vibration
<input type="checkbox"/> Other - explain	<input type="checkbox"/> Brakes Applied,	<input type="checkbox"/> Exhaust, Vacuum Leaks
	<input type="checkbox"/> Bus Moving	<input type="checkbox"/> Fuel Leaks/LPG/Gas
		<input type="checkbox"/> Other - explain

TIRES/WHEELS

<input type="checkbox"/> Flat	<input type="checkbox"/> A/C & HEATING
<input type="checkbox"/> Embedded Object	<input type="checkbox"/> Off
<input type="checkbox"/> Cut	<input type="checkbox"/> Too Cold/Hot
<input type="checkbox"/> Smooth/Coard	<input type="checkbox"/> Defroster Defect
<input type="checkbox"/> LF RF RRI RRO LRI LRO	<input type="checkbox"/> Ventilation (Blowers)
<input type="checkbox"/> Loose Missing Lugs	<input type="checkbox"/> Fumes
<input type="checkbox"/> Other - explain	<input type="checkbox"/> Other - explain

LIGHTS

<input type="checkbox"/> Interior
<input type="checkbox"/> Exterior
<input type="checkbox"/> Location: _____

ENTRANCE/EXIT DOORS/

WINDOWS

<input type="checkbox"/> Slow
<input type="checkbox"/> Inoperative
<input type="checkbox"/> Leaks Air
<input type="checkbox"/> Excessive Play
<input type="checkbox"/> Other - explain
<input type="checkbox"/> Emergency Releases

WHEELCHAIR LIFT

<input type="checkbox"/> Will Not Fold Out
<input type="checkbox"/> Will Not Lower/Raise
<input type="checkbox"/> No Restraint Down/Up
<input type="checkbox"/> Lift Will Not Fold Into Bus

TRANSMISSION

<input type="checkbox"/> Won't Go into Gear
<input type="checkbox"/> Slips/Grinds/Lurches
<input type="checkbox"/> Excessive Noise
<input type="checkbox"/> Leaks
<input type="checkbox"/> Drive Line Vibration
<input type="checkbox"/> Rear End Noise

STEERING

<input type="checkbox"/> Hard/Binds
<input type="checkbox"/> Shimmy
<input type="checkbox"/> Excessive Play
<input type="checkbox"/> Other - explain

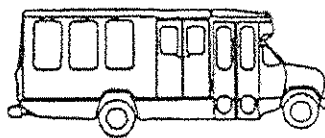
ELECTRICAL EQUIPMENT

<input type="checkbox"/> Generator/Starter
<input type="checkbox"/> Turn Signals/Flashers
<input type="checkbox"/> Horn
<input type="checkbox"/> Fare Box
<input type="checkbox"/> Instruments/Gauges
<input type="checkbox"/> Fuel, Oil, Amp Meter

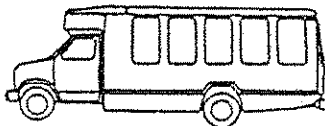
RADIO Seats Handrails Modesty Panels

BODY DAMAGE:

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



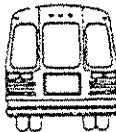
Description: _____



Description: _____



Description: _____



Description: _____

OPERATOR(S):

IMPORTANT! Help expedite repairs by providing necessary information regarding defects! Please print

REPAIRS MADE:

ALL ITEMS COMPLETED - BUS SERVICED AND RELEASED:

Supervisor's Signature _____

Date _____

Senior Mobility P.M. Check List

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		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		

E. Under hood

	ok	rep req.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		

D. Exterior

	ok	rep req.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

F. Under Bus

	ok	rep req.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
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23		
24		
25		

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	rep req.
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



Projected Funding Level

FY 12 - FY 16 Transportation Development Act Article 4.5 Funds

Community Center	2012 Allocation	2013 Projection	2014 Projection	2015 Projection	2016 Projection
Korean American Senior Association of Orange County	\$ 81,949	\$ 87,025	\$ 91,623	\$ 95,915	\$ 100,111
Sales Tax Growth Rate	6.54%	6.19%	5.28%	4.68%	4.37%

Annual allocations are based on projected TDA funding and subject to change based on annual percentage change of Authority's budget for TDA sales tax revenues.



Senior Mobility Program Monthly Reporting Form

Monthly Reporting E-Form

Program Information

Service for the Month/Years of:

Program Name: _____

City or Organization: _____

Contact Person: _____

Contact Number: _____

Details

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

Summary

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 seniors in this space:**

Please provide the requested information and submit the completed form to OCTA.

Attention: Jessica Deakyne/Community Transportation Coordinator, by email to jdeakyne@octa.net or by FAX to (714)560-5927.

****By the 15th day of the month following the reporting month****

Please contact Jessica Deakyne at (714) 560-5802 if you have any questions or require assistance with the completion of this form.

Comments:



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 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).