

COOPERATIVE AGREEMENT NO. C-1-3252

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF SANTA ANA

FOR

SENIOR MOBILITY PROGRAM

THIS COOPERATIVE AGREEMENT ("Agreement"), is effective this _____ day of _____, 2021 ("Effective Date"), 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 (herein referred to as "AUTHORITY") and the City of Santa Ana, P. O. Box 1988, Santa Ana, California 92707 (hereinafter referred to as "CITY") each individually known as "PARTY" and collectively known as "PARTIES".

RECITALS:

WHEREAS, CITY is desirous of obtaining transportation services for seniors of CITY; and

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

WHEREAS, this Agreement defines the roles and responsibilities of AUTHORITY and CITY in executing an SMP 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 and CITY agree to comply with all elements of the SMP Project U Funding and Policy Guidelines (SMP Guidelines); and

WHEREAS, AUTHORITY's Board of Directors approved this Agreement on May 24, 2021;

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

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of this 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) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.

B. AUTHORITY's failure to insist on any instance(s) 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.

C. CITY's failure to insist on any instance(s) of AUTHORITY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such performance or to future performance of such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon CITY except when specifically confirmed in writing by an authorized representative of CITY 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 SMP Guidelines:

1. Services provided under the SMP are available to individuals sixty (60) years of age and older.

2. Funds for the program are identified as one percent (1%) of Renewed Measure M (M2), also called OC GO, net sales tax revenue (Net Revenue) and will be allocated to all local jurisdictions based upon the participating entity's respective percentage of the senior population of 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. AUTHORITY agrees that Net Revenues allocated shall be expended within three (3) years of receipt. AUTHORITY may grant an extension to the three (3)-year limit, but extensions shall not be granted beyond a total of five (5) years from the date of the initial funding allocation.

C. 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.

D. 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 must satisfy all M2 eligibility criteria, as specified in the Orange County Local Transportation Authority Ordinance No. 3, Attachment B, Section III, in order to receive their formula allocation for the SMP.

B. CITY agrees that all funds received from AUTHORITY as specified in Article 2A above will be used exclusively for providing accessible senior transportation services as specified in Exhibit A, entitled "Senior Mobility Program Agency Service Plan."

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1 C. CITY agrees to comply with all elements of the SMP Guidelines as specified in
2 Exhibit A, Attachment 1.

3 D. CITY agrees that Net Revenues allocated shall be expended within three (3) years of
4 receipt. AUTHORITY may grant an extension to the three (3)-year limit, but extensions shall not be
5 granted beyond a total of five (5) years from the date of the initial funding allocation.

6 E. In the event the time limits for use of Net Revenues are not satisfied, any retained Net
7 Revenues that were allocated to CITY and interest earned thereon shall be returned to AUTHORITY and
8 these Net Revenues and interest earned thereon shall be available for allocation to any project within the
9 same source program at the discretion of AUTHORITY.

10 F. CITY agrees to match twenty percent (20%) of the total annual program expenditures.
11 Local match may be made up of cash-subsidies, fare revenues, or in-kind contributions.

12 G. CITY may contract with a third-party service provider to provide senior transportation
13 services provided that:

- 14 1. Contractor is selected using a competitive procurement process; and
15 2. Wheelchair accessible vehicles are available and used when requested.

16 H. CITY shall procure and maintain insurance coverage during the entire term of this
17 Agreement. Proof of coverage may include commercial insurance, permissible self-insurance or
18 coverage as provided through a joints powers pool, subject to AUTHORITY review and acceptance.
19 CITY shall provide the following insurance coverage:

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

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

25 3. Workers' Compensation with limits as required by the State of California including a
26 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents; and

1 4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy
2 limit-disease, and \$1,000,000 policy limit employee-disease.

3 I. Proof of such coverage, in the form of an insurance company issued policy endorsement
4 and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of
5 any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days
6 from the effective date of this Agreement with AUTHORITY, its officers, directors, employees and agents
7 designated as additional insured on the general and automobile liability. Such insurance shall be primary
8 and non-contributive to any insurance or self-insurance maintained by AUTHORITY. CITY shall also
9 include in each subcontract the stipulation that subcontractor shall maintain coverage in the amounts
10 required as provided in this Agreement. Subcontractors will be required to include AUTHORITY and other
11 project stakeholders as (an) additional insured(s) on the commercial general liability, auto, and excess
12 liability policies.

13 J. CITY shall include on the face of the Certificate of Insurance the Cooperative Agreement
14 Number C-1-3252; and, the Associate Contract Administrator's Name, Luis Martinez.

15 K. In the event CITY obtains a retired AUTHORITY vehicle for SMP services, CITY agrees
16 to transfer vehicle title and registration within fourteen (14) calendar days from taking possession of the
17 vehicle. CITY also agrees to provide documentation to AUTHORITY confirming transfer of vehicle title
18 and registration from AUTHORITY to CITY within thirty (30) calendar days from
19 taking possession of the vehicle.

20 **ARTICLE 4. TERM OF AGREEMENT**

21 A. This Agreement shall commence July 1, 2021 and shall continue in full force and effect
22 through June 30, 2026 (Initial Term), unless earlier terminated or extended as provided in this Agreement.

23 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an
24 additional five (5) years, commencing July 1, 2026, and continuing through June 30, 2031 (Option Term),
25 and thereupon require CITY to continue to provide services, and otherwise perform, in accordance with
26 Exhibit A.

C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for AUTHORITY's convenience or CITY's default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending from commencement through June 30, 2031, which period encompasses the Initial Term and Option Term.

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 Santa Ana	Orange County Transportation Authority
P. O. Box 1988	550 South Main Street
	P. O. Box 14184
Santa Ana, CA 92707	Orange, CA 92863-1584
Attention: Juan L. Lara Recreation & Community Services Supervisor Tel: (714) 571-4259 Email: jlara@santa-ana.org	Attention: Luis Martinez Associate Contract Administrator Tel: (714) 560-5767 Email: lmartinez1@octa.net

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.

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ARTICLE 8. AUDIT AND INSPECTION OF RECORDS

CITY shall provide AUTHORITY, or other agents of AUTHORITY, such access to CITY's accounting books, program 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 five (5) 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 thirty (30) 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 Agreement .

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

C. As a funding source, AUTHORITY shall not be liable for any claims or losses arising from CITY as a result of using the fund.

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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 B. 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 12. 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.

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Exhibit 1

COOPERATIVE AGREEMENT NO. C-1-3252

1 **IN WITNESS WHEREOF**, the PARTIES hereto have caused this Agreement No. C-1-3252 to be
2 executed as of the date of the last signature below.

CITY OF SANTA ANA

ORANGE COUNTY TRANSPORTATION AUTHORITY

5 By: _____

6 Kristine Ridge
7 City Manager

5 By: _____

6 Darrell E. Johnson
7 Chief Executive Officer

ATTEST:

APPROVED AS TO FORM:

10 By: _____

11 Daisy Gomez
12 Clerk of Council

10 By:  _____
11 James M. Donich
12 General Counsel

APPROVED AS TO FORM:

APPROVAL RECOMMENDED:

15 By: Laura A. Rossini _____

16 for Sonia Carvalho
17 City Attorney

15 By: _____

16 Beth McCormick
17 Executive Director, Operations

APPROVAL RECOMMENDED:

APPROVAL RECOMMENDED:

20 By: _____

21 Lisa Rudloff
22 Executive Director

20 By: _____

21 Jennifer L. Bergener
22 Chief Operating Officer, Operations/
23 Deputy Chief Executive Officer

bm

MB



Senior Mobility Program

Agency Service Plan

Jurisdictions and agencies participating in the Orange County Transportation Authority (OCTA) Senior Mobility Program (SMP) must complete the following Service Plan in order to receive SMP funding. The Service Plan must be developed in accordance with SMP Guidelines, included as Attachment 1, and submitted to OCTA for review. Upon review from OCTA, the Service Plan must be formally adopted by the agency's council or governing body and approved by the OCTA Board of Directors. Any modifications to SMP services will require submittal of a new Service Plan.

Participant Information:

Agency	<u>City of Santa Ana</u>	Date	<u>December 18, 2020</u>
Program Contact	<u>Juan L. Lara</u>	Phone	<u>(714) 571-4259</u>
Email	<u>jlara@santa-ana.org</u>		

Service Description:

1. Program goals and objectives:

Provide transportation services to Santa Ana residents 60 years of age and older. Assist participants with accessing programs, services and activities that enhance their quality of life.

2. Indicate how SMP service will be operated: *(Please check all that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Directly-Operated | <input type="checkbox"/> Subsidized Taxi Program |
| <input type="checkbox"/> Contract Service Provider | <input type="checkbox"/> Other (Please Describe) |
| <input type="checkbox"/> Volunteers | |

3. Eligible trips provided under the SMP are limited to the following categories. Please indicate the categories of service to be provided by your program: *(Please check all that apply)*

- | | |
|---|---|
| <input checked="" type="checkbox"/> Senior Center | <input type="checkbox"/> Personal Care |
| <input checked="" type="checkbox"/> Nutrition | <input checked="" type="checkbox"/> Shopping |
| <input type="checkbox"/> Medical | <input checked="" type="checkbox"/> Social / Recreation (Please Describe) |

Orange County museums, parks, beaches, libraries, theaters and County Fairs.

4. SMP Guidelines restricts trips outside of Orange County to medical trips within approximately 10 miles of the Orange County border. Do you intend to provide medical trips outside of Orange County?

NO

If yes, please list the trip purpose and destinations: *(e.g., medical trips to the VA Hospital in Long Beach)*

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5. Fare structure:

Not Applicable

--

6. Number of vehicles:

3

--

7. Projected annual ridership:

200

--

8. Source(s) of 20 percent match funding:

City General Fund


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Program Requirements:

1. Jurisdiction/Agency shall follow competitive procurement practices in selection of vendors for all services which it does not provide using its own work force. Any Request for Proposals (RFP) for services shall specify the use of vehicles meeting Americans with Disabilities Act (ADA) accessibility standards.
2. Jurisdiction/Agency will perform, or ensure that a contracted vendor performs, maintenance of all vehicles used in the Senior Mobility program, including, at a minimum:
 - a) Daily Pre-Trip Inspections that meet or exceed the guidelines provided in the attached Pre-Trip Inspection Checklist (Attachment 2)
 - b) 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.
 - c) Maintain maintenance records for each vehicle for five (5) years and, if required, cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.
3. Jurisdiction/Agency will ensure that its operators, or its contracted vendor's operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity. Disability awareness and passenger assistance will be included in this training.
4. Jurisdiction/Agency will 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), and will produce any documentation necessary to establish its compliance with sections 701-707.
5. Jurisdiction/Agency will submit a monthly report to OCTA's Community Transportation Services Department as illustrated in Attachment 3.
6. Jurisdiction/Agency will participate in OCTA marketing and outreach efforts to encourage use of fixed route transit service by older adults.
7. Jurisdiction/Agency will note OCTA sponsorship in any promotional material for service funded under this agreement and will display an OCTA Senior Mobility Program logo on vehicles used in this program (excluding taxis).
8. Jurisdiction/Agency will ensure that it maintains adequate oversight and control over all aspects of services that are provided by a contracted vendor.

IN WITNESS WHEREOF, has formally adopted the Senior Mobility Program Scope of Work as written above.

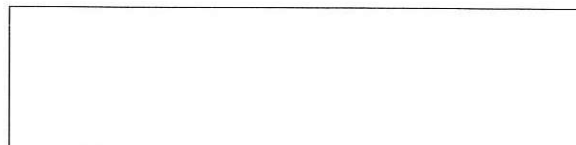
AGENCY REPRESENTATIVE



Name: Kristine Ridge

Title: City Manager

OCTA REPRESENTATIVE



Name: _____

Title: CTS Department Manager

Senior Mobility Program

Project U Funding and Policy Guidelines

November 2018

1.0 Overview

The Measure M2 (M2) Project U – Senior Mobility Program (SMP) provides funding to support local, community-based transportation service for seniors. Originally established in 2001 using limited state funding for bus operations, M2 Project U SMP funding was established to continue and expand the existing program. A formula funding allocation was established for all Orange County participating cities and eligible agencies based upon their senior population. One percent (1%) of M2 net revenue is used to fund the program and participating cities and eligible agencies must provide a minimum 20 percent (20%) local match of the total annual program expenditures.

Included in the SMP are eligible non-profits. These agencies are funded locally and must also comply with the Guidelines.

2.0 Objectives

- To provide for local, community-based senior transportation services.
- To allow participating cities and eligible agencies to develop and implement senior transportation services to serve their community.
- To provide transit options for seniors which complement rather than duplicate the Orange County Transportation Authority's (OCTA) fixed route and ACCESS paratransit service.

3.0 Eligibility Requirements

Participation in the SMP is contingent upon maintaining M2 eligibility. Participating cities and eligible agencies must be eligible to receive M2 funding, established on an annual basis as specified in the M2 Ordinance Requirements for Eligible Jurisdictions, to receive the formula allocation for this program.¹ Adherence to strict funding guidelines is required.

Participating cities and eligible agencies are required to submit a Service Plan as described in Section 7.0 and must enter into a cooperative funding agreement with OCTA that defines the conditions of use of SMP funds prior to receiving their SMP funding allocation.

¹ Orange County Transportation Authority Ordinance No. 3, Attachment B, Section III

4.0 Funding Allocation Method & Distribution

Funding for the program is identified as one percent of M2 net sales tax revenue and will be allocated to eligible participating cities and eligible agencies based upon the participating cities and eligible agencies' percentage of the senior population of the county. Senior population is determined by using the most current official decennial Census information provided by the U.S. Census Bureau.

Funding allocations are based on actual sales tax receipts. Funding will be distributed on a bi-monthly basis. SMP funds must be expended within three (3) years of receipt.

OCTA may grant a two (2)-year extension beyond the three (3)-year expenditure limitation; however, an extension may not exceed five (5) years from the date of the initial funding allocation. Participating cities and eligible agencies requesting an extension beyond the three (3)-year limitation must submit a justification letter for review and approval by OCTA at least ninety (90) days prior to the end of the third fiscal year.

In the event the time limits for use of SMP funds are not satisfied, any retained SMP funds that were allocated to an eligible participating city and eligible agency, including interest, shall be returned to OCTA.

5.0 Match Requirements

Participating cities and eligible agencies must provide a minimum 20 percent (20%) local match of the total annual program expenditures. Match funding may be made up of cash subsidies, fare revenues, donations, or in-kind contributions such as salaries and benefits for the participating cities and eligible agencies' employees who perform work on the program. Participating cities and eligible agencies may also be required to submit supporting documentation to substantiate local match expenditures. Participating cities and eligible agencies are not required to contribute the minimum match requirement on a monthly basis; however, the minimum 20 percent (20%) match requirement must be met by the end of each fiscal year, defined as June 30.

Participating cities and eligible agencies not satisfying the annual 20 percent (20%) match shall be subject to withholding of funds from future bi-monthly allocations equal to the difference between the amount of Measure M funds actually spent and the amount of Measure M funds actually matched.

Example:

Total Program Expenditures	\$100,000
Total M2 Funding Allocation	\$ 80,000
20% Required Match	\$ 20,000
Actual Reported Match	\$ 15,000

Withholding Calculation:

Total M2 Funds Spent	\$ 80,000
M2 Funding Eligibility Based on Actual Reported Match	- \$ 60,000
Withholding from Future Allocation(s)	\$ 20,000

6.0 Service Guidelines

Services provided under the SMP are available to individuals sixty (60) years of age and older. Participating cities and eligible agencies have discretion in the types of trips provided within Orange County, such as trips to/from senior centers, medical appointments, shopping, personal care, and social/recreational activities. Participating cities and eligible agencies should use discretion when providing trips for social/recreational activities when developing their Service Plan to ensure prudent and appropriate use of taxpayer funds. SMP trips outside Orange County are restricted to medical trips only within approximately ten (10) miles of the Orange County border.

Participating cities and eligible agencies also have discretion in how the service is operated. Senior transportation services may be operated using employees, volunteers, or the jurisdiction may contract with a third-party service contractor. Contractors must be selected using a competitive procurement process and the participating city and eligible agency must ensure the contractor is in compliance with program guidelines and provisions included in the cooperative funding agreement.

Participating cities and eligible agencies whose program offers subsidized taxi service for seniors must ensure trips provided with SMP funding are consistent with the trip types as specified in these guidelines.

Wheelchair accessible vehicles must be available for SMP service.

Participating cities and eligible agencies will perform, or ensure that a contractor performs, maintenance of all vehicles used in the Senior Mobility Program. Participating cities and eligible agencies will ensure that its operators, or its contracted operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity.

Participating cities and eligible agencies may receive one retired OCTA ACCESS paratransit vehicle per year, free of charge, to support their senior transportation programs subject to availability. Any retired ACCESS vehicles in excess of one (1) per year may be purchased for a cost equivalent to the refurbishment cost incurred by OCTA.

7.0 Service Plan Adoption

Participating cities and eligible agencies shall submit to OCTA a SMP Service Plan which defines program services (Exhibit A). The Service Plan must be submitted using a template provided by OCTA and must be adopted by the participating cities and eligible agencies' governing body and approved by the OCTA Board of Directors. Any revision to the adopted SMP Service Plan must be submitted to OCTA in advance for review and approval. Revisions to the trips listed on the Service Plan will require an amendment to the cooperative funding agreement prior to implementing a change in program services.

8.0 Insurance

Participating cities and eligible agencies shall procure and maintain insurance coverage as specified in their SMP cooperative agreements with OCTA.

9.0 Drug and Alcohol Testing

Participating cities and eligible agencies shall establish and implement an alcohol and drug testing program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), and will produce any documentation necessary to establish its compliance with sections 701-707.

10.0 Marketing and Outreach

Participating cities and eligible agencies shall participate as appropriate in OCTA marketing and outreach efforts to encourage the use of fixed route transit service by older adults.

11.0 Recognition of OCTA Sponsorship

Participating cities and eligible agencies shall note OCTA sponsorship in any promotional material for senior mobility services funded by OCTA and shall display an OCTA-provided OC Go Senior Mobility Program decal on vehicles used in this Program, excluding taxis.

12.0 Vehicle Maintenance

Participating cities and eligible agencies shall perform or ensure that a contracted vendor performs maintenance of all vehicles used in the Program, including:

Daily pre-trip inspections and completion of checklists identifying each vehicle component and system inspected.

Scheduled preventive maintenance that meets or exceeds the vehicle manufacturer's standards.

Maintaining maintenance records for each vehicle for five (5) years.

If required, cooperation in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.

13.0 Eligible Expenses

Participating cities and eligible agencies shall ensure M2 funds are used for eligible direct program-related expenses which may include contract service providers, staff time, vehicle maintenance, fuel, insurance, vehicle acquisition, program supplies and materials, marketing materials, and community outreach. Participating cities and eligible agencies shall ensure all costs are program-related and are fair and reasonable. Administrative costs up to 10 percent (10%) are allowed and considered eligible program expenses. All program expenses are subject to audit.

No M2 funding shall be used by a participating city and eligible agency for other than transportation purposes authorized in the M2 Ordinance.

14.0 Program Revenue

Participating cities and eligible agencies must maintain adequate controls for collecting and reporting program revenue, including donations, fees, and cash fares. Program revenue must be used to support the transportation service and may be used as part of the participating cities and eligible agencies' 20 percent (20%) local match requirement.

15.0 Reporting

Participating cities and eligible agencies are required to submit reports using templates provided by OCTA. Required reporting data will include, but not be limited to, the following:

A. Operational Reports

- Number of Trips by Category
- Vehicle Service Hours
- Vehicle Service Miles

Operational reports are due thirty (30) days after the end of the service month.

B. Financial Reports

- Program Cost Detail by Expense Category and % of Total Operating Cost
- Fares, Fees and Other Operating Revenue
- Participating City and Eligible Agency Total Contribution & Source
- Participating City and Eligible Agency Share as % of Total Operating Cost
- Cumulative Participating City and Eligible Agency Share to Date
- OCTA Contribution
- OCTA Contribution as % of Total Operating Cost

- Cumulative Contribution Received from OCTA
- Total Monthly Program Operating Cost
- Cumulative Total Program Operating Cost

Financial reports are due sixty (60) days after the end of the quarter. Reports must be certified by the participating city and eligible agency's Finance Director or Finance Director's financial designee.

Participating cities and eligible agencies shall be required to maintain supporting documentation to substantiate reporting data. Supporting documentation may include, but is not limited to, actual receipts, contractor invoices, trip sheets, payroll, timesheets, fuel logs, and maintenance records/receipts.

C. Annual Questionnaire and Document Request (AQDR)

Participating cities and eligible agencies shall certify their compliance with these Guidelines annually by having their City Manager or City Manager's department director designee sign a completed version of a questionnaire sent out by OCTA. Jurisdictions shall also submit all compliance-related documents requested by OCTA. Completed AQDRs must be submitted to OCTA within ninety (90) days of the end of the fiscal year reported upon.

Failure to meet the established reporting deadlines for any of these reports may result in future withholding of funding and/or other sanctions to be determined.

16.0 Audits & Inspection of Records

M2 funding is subject to audit. Participating cities and eligible agencies shall maintain program documentation and records for a period of no less than five years. Program documents and records, including but not limited to payroll, trip sheets, invoices, vehicle maintenance, fuel, and other program-related expenses, shall be available for review by OCTA SMP administrators, auditors, and authorized agents upon request. Participating cities and eligible agencies must follow established accounting requirements and applicable laws regarding the use of public funds. Failure to submit to an audit in a timely manner may result in withholding or loss of future funding. Failure to comply with the approved Service Plan will require remediation which may include repayment, reduction in overall allocation, and/or other sanctions to be determined by the OCTA Board of Directors.

Audits shall be conducted by the OCTA Internal Audit Department, or other authorized agent, as determined by OCTA.

OCTA's failure to insist in any one or more instances of a participating city and eligible agency's performance of the provisions set forth in these guidelines shall not be construed as a waiver or relinquishment of the participating city and eligible agency's obligation to comply with these guidelines.

Moreover, only the OCTA Board of Directors shall have the authority to alter and/or waive any requirements/obligations set forth in these guidelines.



Orange County Transportation Authority
**ACCESS PREOPERATION 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

☐ Tires/Lug Nuts (wheels & rims)
☐ Motor-Guard
☐ Air System
☐ Lights/Reflectors
☐ Wheelchair Lifts
☐ Wheelchair Lift Cover
☐ Mirrors
☐ Windshield Wipers/Washers
☐ Fire Extinguisher
☐ Steering Mechanism

AM/PM

☐ Emergency Reflectors
☐ Turn Signal Switch/Horn
☐ First Aid Kit
☐ Radio
☐ Driver's Seat/Belt
☐ Door Interlock
☐ W/C Tie Down Straps
☐ Manual Lift Bar
☐ Conduct Walk Around
☐ Parking/Brakes/Service Brakes

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

BRAKES

☐ Brake Fluid Leaks
☐ Soft/Hard
☐ Pull to L/R
☐ Dragging
☐ Smoking
☐ Emergency Brake
☐ Other - explain

RETARDER

☐ Light On:
 Brakes Not Applied
☐ Light On:
 Brakes Applied,
 Bus Stopped
☐ Light Not On:
 Brakes Applied,
 Bus Moving

ENGINE

☐ Hot Engine/Water Leaks
☐ Low Oil/Oil Leaks
☐ Starts Hard
☐ No Power/Eng. Ck. Light
☐ Smokes
☐ Idles Rough/Vibration
☐ Exhaust, Vacuum Leaks
☐ Fuel Leaks/LPG/Gas
☐ Other - explain

TIRES/WHEELS

☐ Flat
☐ Embedded Object
☐ Cut
☐ Smooth/Cord
☐ LF RF RRI RRO LRI LRO
☐ Loose Missing Lugs
☐ Other - explain

A/C & HEATING

☐ Off
☐ Too Cold/Hot
☐ Defroster Defect
☐ Ventilation (Blowers)
☐ Fumes
☐ Other - explain

TRANSMISSION

☐ Won't Go Into Gear
☐ Slips/Grinds/Lurches
☐ Excessive Noise
☐ Leaks
☐ Drive Line Vibration
☐ Rear End Noise

LIGHTS

☐ Interior
☐ Exterior
☐ Location: _____

ENTRANCE/EXIT DOORS/

WINDOWS

☐ Slow
☐ Inoperative
☐ Leaks Air
☐ Excessive Play
☐ Other - explain
☐ Emergency Releases

STEERING

☐ Hard/Binds
☐ Shimmy
☐ Excessive Play
☐ Other - explain

VEHICLE CLEANLINESS

☐ Interior
☐ Exterior
☐ Floor
☐ Windows
☐ Seat Condition
Explain: _____

WHEELCHAIR LIFT

☐ Will Not Fold Out
☐ Will Not Lower/Raise
☐ No Restraint Down/Up
☐ Lift Will Not Fold Into Bus

ELECTRICAL EQUIPMENT

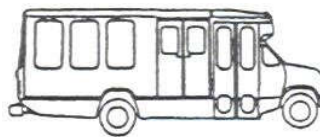
☐ Generator/Starter
☐ Turn Signals/Flashers
☐ Horn
☐ Fare Box
☐ Instruments/Gauges
☐ Fuel, Oil, Amp Meter

RADIO

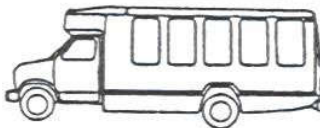
☐ Seats ☐ Handrails ☐ Modesty Panels

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 Program

Monthly Reporting Form



Agency Information

Service for the - Month of: July Year of: 2021
 Participating Agency: _____
 Agency Contact Name: _____
 Contact Number / Email: _____

Operational Data

Trip Category	One-Way Trips		Service Hours		Service Miles	
	Jul 2021	FYTD	Jul 2021	FYTD	Jul 2021	FYTD
Senior Center		-		-		-
Medical		-		-		-
Nutrition		-		-		-
Shopping		-		-		-
Personal Care		-		-		-
Social & Recreational	-	-	-	-	-	-
Amusement Park		-		-		-
Aquarium / Zoo		-		-		-
Beach / Park		-		-		-
Charity-Social Group Event		-		-		-
Community-Cultural Event		-		-		-
Education / Employment		-		-		-
Family-Friends		-		-		-
Funeral / Memorial Service		-		-		-
Government Office / Service		-		-		-
Library / Museum / Historical Site		-		-		-
Movies / Theater / Concert		-		-		-
Religious Institution		-		-		-
Restaurant		-		-		-
Sporting / Fitness		-		-		-
Transit Center / Hub		-		-		-
Total	-	-	-	-	-	-

Declaration and Submission Confirmation

Agency hereby certifies that this report is a complete and correct statement of the program's operating data.

Submitted By: _____

Signature: _____

Date: _____

THIS REPORT IS DUE NO LATER THAN 30 DAYS AFTER THE END OF THE SERVICE MONTH

Please send this report by email to **CTSPROGRAMS@OCTA.NET**.



Senior Mobility Program

Monthly Reporting Form

Agency Information

Service for the - Month of: July Year of: 2021
 Participating Agency: _____
 Agency Contact Name: _____
 Contact Number / Email: _____

Financial Summaries

Cost Category	Jul 2021		FYTD	
	Cost	% of Total	Cost	% of Total
Direct Cost: Contracted Services		0.0%	\$ -	0.0%
Direct Cost: In-House Labor		0.0%	\$ -	0.0%
Direct Cost: Vehicle Expenses		0.0%	\$ -	0.0%
Direct Cost: Marketing / Outreach		0.0%	\$ -	0.0%
Subtotal Direct Costs	\$ -	-	\$ -	-
Indirect Costs? <input type="checkbox"/> Yes	\$ -	0.0%	\$ -	0.0%
Total Expenses	\$ -	0.0%	\$ -	0.0%

Above Total Expenses Paid By...	Jul 2021	% of Total	FYTD	% of Total
OCTA Contribution	\$ -	0.0%	\$ -	0.0%
Agency Contribution	\$ -	0.0%	\$ -	0.0%
Total Contributions	\$ -	0.0%	\$ -	0.0%

Above Agency Contribution Sources	Jul 2021	% of Total	FYTD	% of Total
General Fund / In-Kind		0.0%	\$ -	0.0%
General Donations		0.0%	\$ -	0.0%
Transportation Fees / Rider Fares		0.0%	\$ -	0.0%
Title IIIB Funds		0.0%	\$ -	0.0%
Other:		0.0%	\$ -	0.0%
Other:		0.0%	\$ -	0.0%
Other:		0.0%	\$ -	0.0%
Total Agency Contributions	\$ -	0.0%	\$ -	0.0%

Declaration and Submission Confirmation

Agency hereby certifies that this report is a complete and correct statement of the program's financial data.

Submitted By: Must be by the Finance Director or Designee

Signature: _____ Date: _____

THIS REPORT IS DUE NO LATER THAN 60 DAYS AFTER THE END OF THE SERVICE QUARTER

Please send this report by email to CTSPROGRAMS@OCTA.NET.



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.

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).