

1 COOPERATIVE AGREEMENT C-1-2471

2 BETWEEN

3 THE ORANGE COUNTY TRANSPORTATION AUTHORITY

4 AND

5 THE CITY OF COSTA MESA

6 FOR

7 SENIOR MOBILITY PROGRAM

8 THIS AGREEMENT is made and entered into this _____ day of _____, 2011
9 by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184,
10 Orange, California 92863-1584, a public corporation of the state of California (hereinafter referred to as
11 "AUTHORITY"), and the City of Costa Mesa, 77 Fair Drive, Costa Mesa, California 92626 (hereinafter
12 referred to as "CITY"). Herein, AUTHORITY and CITY are sometimes individually referred to as the
13 "PARTY" and collectively as the "PARTIES."

14 RECITALS

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

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

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

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

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

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

1 **ARTICLE 1. COMPLETE AGREEMENT**

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

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

14 **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY**

15 A. AUTHORITY agrees to provide funds per the following guidelines:

16 1. Services provided under the Senior Mobility Program are available to individuals
17 60 years of age and older.

18 2. Funds for the program are identified as 1% of Renewed Measure M (M2) net
19 sales tax revenue and will be allocated to all local jurisdictions based upon the participating entity's
20 respective percentage of the senior population for the entire county.

21 3. Senior population will be determined by using the most current official
22 decennial Census information provided by the U.S. Census Bureau.

23 4. All active participants will receive their portion of funding on a bi-monthly
24 basis.

25 B. In the event that the amount of M2 funding provided for this program is less than the
26 amount allocated for this program in Fiscal Year 2010-11 as illustrated in Exhibit B, "Senior Mobility

1 Program Allocation," AUTHORITY will allocate Transportation Development Act (TDA) Article 4.5 funds
2 to CITY in an amount no greater than FY2010-11 funding levels less M2 SMP revenues for up to three
3 (3) years. Disbursement of TDA funds will occur with the last bi-monthly distribution of M2 funds during
4 the fiscal year.

5 C. Agree that Net Revenues allocated shall be expended or encumbered within three years
6 of receipt. AUTHORITY may grant an extension to the three-year limit, but extensions shall not be
7 granted beyond a total of five years from the date of the initial funding allocation.

8 D. In the event the time limits for use of Net Revenues are not satisfied, then any retained
9 Net Revenues that were allocated to an Eligible Jurisdiction and interest earned thereon shall be
10 returned to AUTHORITY and these Net Revenues and interest earned thereon shall be available for
11 allocation to any project within the same source program at the discretion of AUTHORITY.

12 E. AUTHORITY may provide, at AUTHORITY's sole discretion, a refurbished surplus
13 paratransit vehicle, at no cost to CITY and no further responsibility to AUTHORITY after vehicle
14 donation. CITY may purchase additional vehicle(s) in excess of their vehicle allocation at a cost of Five
15 Thousand Dollars (\$5,000) per vehicle, subject to vehicle availability.

16 **ARTICLE 3. RESPONSIBILITIES OF CITY**

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

20 B. CITY must satisfy all M2 eligibility criteria in order to receive their formula allocation for
21 this program.

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

25 D. In the event the time limits for use of Net Revenues are not satisfied, any retained Net
26 Revenues that were allocated to an Eligible Jurisdiction and interest earned thereon shall be returned to

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

3 E. CITY agrees to match twenty percent (20%) of the total annual formula allocation.
4 Local match may be made up of cash-subsidies, fare revenues, or in-kind contributions.

5 F. CITY may contract with a third-party service provider to provide senior transportation
6 services provided that:

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

9 G. CITY shall procure and maintain insurance coverage during the entire term of this
10 Agreement. Coverage shall be full coverage or subject to self-insurance provisions. CITY shall
11 provide the following insurance coverage:

- 12 1. Commercial General Liability, to include Products/Completed Operations,
13 Independent Contractors', Contractual Liability, and Personal Injury Liability with a minimum limit of
14 \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

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

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

- 20 4. Employers' Liability with minimum limits of \$1,000,000.00; and

- 21 5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

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

1 insurance shall be primary and non-contributive to any insurance or self-insurance maintained by
2 AUTHORITY.

3 I. CITY shall include on the face of the Certificate of Insurance the Cooperative Agreement
4 Number C-1-2471; and, the Senior Contract Administrator's Name, Pia Veesapen.

5 J. CITY agrees to provide AUTHORITY with monthly summary reports of CITY's Senior
6 Mobility Program. CITY shall submit monthly summary report within fifteen (15) calendar days as
7 specified in Exhibit C "Senior Mobility Program Monthly Reporting Form," included in this
8 Agreement, which is incorporated into and made part of this Agreement.

9 K. CITY shall adopt an annual Expenditure Report to account for Net Revenues and
10 funds expended by the Eligible Jurisdiction, which satisfy the Maintenance of Effort requirements.
11 The Expenditure Report shall be submitted by the end of six (6) months following the end of the
12 jurisdiction's fiscal year and include the following:

13 1. All Net Revenue fund balances and interest earned.

14 2. Expenditures identified by type (i.e. capital, operations, administration, etc.) and
15 program or project.

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

21 **ARTICLE 4. TERM OF AGREEMENT**

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

25 /

26 /

1 **ARTICLE 5. NOTICES**

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

5 To CITY:	To AUTHORITY:
6 City of Costa Mesa	Orange County Transportation Authority
7 77 Fair Drive	550 South Main Street
8	P.O. Box 14184
9 Costa Mesa, California 92626	Orange, California 92863-1584
10 ATTENTION: Donna Thierault	ATTENTION: Pia Veesapen
11 (714) 754 - 5636	(714) 560 - 5619

12 **ARTICLE 6. FEDERAL, STATE AND LOCAL LAWS**

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

16 **ARTICLE 7. ORDER OF PRECEDENCE**

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

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

21 CITY shall provide AUTHORITY, or other agents of AUTHORITY, such access to CITY's
22 accounting books, records, payroll documents and facilities as AUTHORITY deems necessary. CITY
23 shall maintain such books, records, data and documents in accordance with generally accepted
24 accounting principles and shall clearly identify and make such items readily accessible to such parties
25 during CITY's performance hereunder and for a period of four (4) years from the date of final payment
26 by CITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also

1 extend to all first-tier subcontractors. CITY shall permit any of the foregoing parties to reproduce
2 documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

3 **ARTICLE 9. TERMINATION**

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

7 **ARTICLE 10. INDEMNIFICATION**

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

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

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

17 A. CITY agrees to establish and implement an alcohol and drug program that complies with
18 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this
19 Agreement as Exhibit D. CITY agrees to produce any documentation necessary to establish its
20 compliance with sections 701-707.

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

23 **ARTICLE 11. CONFLICT OF INTEREST**

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

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

6 **ARTICLE 12. CODE OF CONDUCT**

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

10 **ARTICLE 13. FORCE MAJEURE**

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

18 /
19 /
20 /
21 /
22 /
23 /
24 /
25 /
26 /

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

3 IN WITNESS WHEREOF, the PARTIES hereto have caused this Cooperative Agreement No.
4 C-1-2471 to be executed on the date first above written.

5 CITY OF COSTA MESA

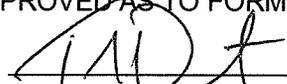
ORANGE COUNTY TRANSPORTATION AUTHORITY

6 By _____
7 Gary Monahan
8 Mayor

By _____
Will Kempton
Chief Executive Officer

9 APPROVED AS TO FORM:

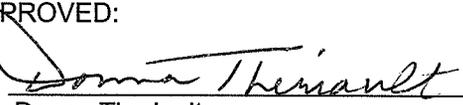
APPROVED AS TO FORM:

10 By  _____
11 Thomas P. Duarte
12 City Attorney

By _____
Kennard R. Smart, Jr.
General Counsel

13 APPROVED:

APPROVED:

14 By  _____
15 Donna Theriault
16 Program Manager

By _____
Beth McCormick
General Manager, Transit

SCOPE OF WORK
Senior Mobility Program

1. The City of Costa Mesa (City) will utilize funding provided by the Orange County Transportation Authority (OCTA) and its local match to provide the following services:
 - Type of Service(s): The Costa Mesa Senior Center serves approximately 350 seniors a day through many different programs including meals and social services. OCTA funding and the paratransit vehicle provided through the Senior Mobility Program will be used to transport the Costa Mesa Senior Center's clientele to and from their home to the Center and back, and during the day for shopping trips: medical appointments and other various travel opportunities.
 - Service Level: The Senior Center transports approximately 40 seniors a day. This service level is expected to expand as the number of programs available at the center increases. It is estimated that the paratransit vehicle will be driven approximately 75-90 miles per day shuttling seniors to and from the Center and throughout the city.
 - Who is served? Qualifying senior residents of Costa Mesa.
 - Hours of Service: 8:30 a.m. to 5:00 p.m.
 - Days of Service: Monday through Friday

2. City will follow competitive procurement practices in selection of vendors for all services, which it does not provide using its own workforce. Any Request for Proposals (RFP) for services will specify the use of vehicles meeting ADA accessibility standards.

3. City wishes to obtain one donated retirement eligible OCTA ACCESS vehicles and wishes to purchase one additional vehicle for \$5,000.00. Funding shall be reduced by \$5,000.00 to pay for this vehicle.

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-Trip Inspections that meets or exceeds the guidelines provided in the attached Pre-Operation Inspection & Defect Report (Attachment 1)
 - 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)

City will maintain maintenance records for each vehicle for 5 years and will cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway patrol.

5. City will ensure that its operators, or its contracted vendor's operators, are properly licensed and trained to proficiency to perform their duties safely, and in a manner which treats its riders with respect and dignity. Disability awareness and passenger assistance will be included in this training.

ATTACHMENT 1
AGREEMENT NO. C-1-2471
EXHIBIT A

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

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:

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

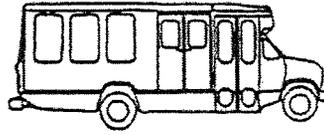
DEFECTS: Indicate with an (x) defective items only: (Explain in Detail)

<p><u>BRAKES</u></p> <p><input type="checkbox"/> Brake Fluid Leaks</p> <p><input type="checkbox"/> Soft/Hard</p> <p><input type="checkbox"/> Pull to L/R</p> <p><input type="checkbox"/> Dragging</p> <p><input type="checkbox"/> Smoking</p> <p><input type="checkbox"/> Emergency Brake</p> <p><input type="checkbox"/> Other - explain</p> <p><u>TIRES/WHEELS</u></p> <p><input type="checkbox"/> Flat</p> <p><input type="checkbox"/> Embedded Object</p> <p><input type="checkbox"/> Cut</p> <p><input type="checkbox"/> Smooth/Cord</p> <p><input type="checkbox"/> LF RF RRI RRO LRI LRO</p> <p><input type="checkbox"/> Loose Missing Lugs</p> <p><input type="checkbox"/> Other - explain</p> <p><u>LIGHTS</u></p> <p><input type="checkbox"/> Interior</p> <p><input type="checkbox"/> Exterior</p> <p><input type="checkbox"/> Location: _____</p> <p><u>VEHICLE CLEANLINESS</u></p> <p><input type="checkbox"/> Interior</p> <p><input type="checkbox"/> Exterior</p> <p><input type="checkbox"/> Floor</p> <p><input type="checkbox"/> Windows</p> <p><input type="checkbox"/> Seat Condition</p> <p>Explain: _____</p>	<p><u>RETARDER</u></p> <p><input type="checkbox"/> Light On:</p> <p><input type="checkbox"/> Brakes Not Applied</p> <p><input type="checkbox"/> Light On:</p> <p><input type="checkbox"/> Brakes Applied, Bus Stopped</p> <p><input type="checkbox"/> Light Not On:</p> <p><input type="checkbox"/> Brakes Applied, Bus Moving</p> <p><u>A/C & HEATING</u></p> <p><input type="checkbox"/> Off</p> <p><input type="checkbox"/> Too Cold/Hot</p> <p><input type="checkbox"/> Defroster Defect</p> <p><input type="checkbox"/> Ventilation (Blowers)</p> <p><input type="checkbox"/> Fumes</p> <p><input type="checkbox"/> Other - explain</p> <p><u>ENTRANCE/EXIT DOORS/</u></p> <p><u>WINDOWS</u></p> <p><input type="checkbox"/> Slow</p> <p><input type="checkbox"/> Inoperative</p> <p><input type="checkbox"/> Leaks Air</p> <p><input type="checkbox"/> Excessive Play</p> <p><input type="checkbox"/> Other - explain</p> <p><input type="checkbox"/> Emergency Releases</p> <p><u>WHEEL CHAIR LIFT</u></p> <p><input type="checkbox"/> Will Not Fold Out</p> <p><input type="checkbox"/> Will Not Lower/Raise</p> <p><input type="checkbox"/> No Restraint Down/Up</p> <p><input type="checkbox"/> Lift Will Not Fold Into Bus</p>	<p><u>ENGINE</u></p> <p><input type="checkbox"/> Hot Engine/Water Leaks</p> <p><input type="checkbox"/> Low Oil/Oil Leaks</p> <p><input type="checkbox"/> Starts Hard</p> <p><input type="checkbox"/> No Power/Eng. Ck. Light</p> <p><input type="checkbox"/> Smokes</p> <p><input type="checkbox"/> Idles Rough/Vibration</p> <p><input type="checkbox"/> Exhaust, Vacuum Leaks</p> <p><input type="checkbox"/> Fuel Leaks/LPG/Gas</p> <p><input type="checkbox"/> Other - explain</p> <p><u>TRANSMISSION</u></p> <p><input type="checkbox"/> Won't Go Into Gear</p> <p><input type="checkbox"/> Slips/Grinds/Lurches</p> <p><input type="checkbox"/> Excessive Noise</p> <p><input type="checkbox"/> Leaks</p> <p><input type="checkbox"/> Drive Line Vibration</p> <p><input type="checkbox"/> Rear End Noise</p> <p><u>STEERING</u></p> <p><input type="checkbox"/> Hard/Binds</p> <p><input type="checkbox"/> Shimmy</p> <p><input type="checkbox"/> Excessive Play</p> <p><input type="checkbox"/> Other - explain</p> <p><u>ELECTRICAL EQUIPMENT</u></p> <p><input type="checkbox"/> Generator/Starter</p> <p><input type="checkbox"/> Turn Signals/Flashers</p> <p><input type="checkbox"/> Horn</p> <p><input type="checkbox"/> Fare Box</p> <p><input type="checkbox"/> Instruments/Gauges</p> <p><input type="checkbox"/> Fuel, Oil, Amp Meter</p>
--	--	---

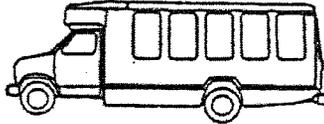
RADIO Seats Handrails Modesty Panels

BODY DAMAGE:

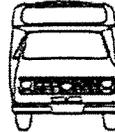
Circle and describe any damage to a bus on diagram of front/rear and two side views



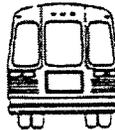
Description: _____



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

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

E. Under hood

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

D. Exterior

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

F. Under Bus

1	Kingpin and wheel bearing play	ok	rep req.
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 Program Allocation

FY 2010-11 Transportation Development Act Article 4.5 Funds

Local Jurisdictions	FY 2010-11 OCTA 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



Senior Mobility Program Monthly Reporting Form

Monthly Reporting E-Form

Program Information

Service for the Month/Years of: [dropdown] [dropdown]

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:

[Empty box for specifying other trip types]

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:

[Empty box for 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.

ATTACHMENT 1
AGREEMENT NO. C-1-2471
EXHIBIT D

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

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

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

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

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

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

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

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

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