

1                   **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY**

2           A.       AUTHORITY agrees to provide funds per the following:

3                   1.       Services provided under the Senior Mobility Program are available to individuals  
4                   60 years of age and older.

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

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

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

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

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

19           D.       AUTHORITY may provide, at AUTHORITY's sole discretion, a refurbished surplus  
20           paratransit vehicle, at no cost to CITY and no further responsibility to AUTHORITY after vehicle  
21           donation. CITY may purchase additional vehicle(s) in excess of their vehicle allocation, based on  
22           availability, at a cost equivalent to the refurbishment costs incurred by AUTHORITY.

23                   **ARTICLE 3. RESPONSIBILITIES OF CITY**

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

1           B.     CITY will ensure the Service Plan is adopted by their governing board in accordance  
2 with Section 7.0 of the SMP Funding and Policy Guidelines.

3           C.     CITY must satisfy all M2 eligibility criteria as specified in Orange County Transportation  
4 Authority Ordinance No. 3 Requirements for Eligible Jurisdictions in order to receive their formula  
5 allocation for this program.

6           D.     CITY agrees to comply with all provisions of the SMP Guidelines included as Exhibit B.

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

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

14          G.     CITY agrees to match a minimum of twenty percent (20%) of the total annual program  
15 expenditures. Local match may be made up of cash-subsidies, fare revenues, donations, or in-kind  
16 contributions, such as salaries and benefits for the CITY employees who perform work on the  
17 program.

18          H.     CITY may contract with a third-party service provider to provide senior transportation  
19 services provided that:

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

22          I.     CITY shall procure and maintain insurance coverage during the entire term of this  
23 Agreement. Coverage shall be full coverage or subject to self-insurance provisions. CITY shall  
24 provide the following insurance coverage:

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26       /

1           1. Commercial General Liability, to include Products/Completed Operations,  
2 Independent Contractors', Contractual Liability, and Personal Injury Liability with a minimum limit of  
3 \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

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

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

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

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

16           K. CITY shall include on the face of the Certificate of Insurance the Cooperative Agreement  
17 Number C-1-2471; and, the Senior Contract Administrator's Name, Sue Ding.

18           L. CITY agrees to provide AUTHORITY with monthly summary reports of CITY's Senior  
19 Mobility Program. CITY shall submit monthly summary report by the end of the following month as  
20 specified in Exhibit C "Senior Mobility Program Monthly Reporting Form," included in this  
21 Agreement, which is incorporated into and made part of this Agreement.

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

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

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

4 N. In the event CITY obtains a retired AUTHORITY vehicle for SMP services, CITY  
5 agrees to transfer vehicle title and registration within fourteen (14) calendar days from taking  
6 possession of the vehicle. CITY also agrees to provide documentation to AUTHORITY confirming  
7 transfer of vehicle title and registration from AUTHORITY to CITY within thirty (30) calendar days  
8 from taking possession of the vehicle.

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