

AMENDMENT NO. 2 TO
AGREEMENT NO. C-1-2491

2. Amend ARTICLE 5. TERM OF AGREEMENT: Page 5 of 8, line 1, to delete "June 30, 2016" as the expiration date of the Agreement, and in lieu thereof insert "June 30, 2021".

3. Amend ARTICLE 8. AUDIT AND INSPECTION OF RECORDS: Page 6 of 8, line 3, to delete "four (4) years" as the period for audit and inspection record, and in lieu thereof insert "five (5) years".

The balance of said Agreement remains unchanged.

Upon execution by all parties, this Amendment No. 2 to Cooperative Agreement No. C-1-2491 shall be made effective on July 1, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Cooperative Agreement No. C-1-2491 to be executed on the date first above written.

CITY OF GARDEN GROVE

ORANGE COUNTY TRANSPORTATION AUTHORITY

By Bao Nguyen
Bao Nguyen
Mayor

By Darrell Johnson
Darrell Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By Kathleen Bailor
Kathy Bailor
City Clerk

By James M. Donich
James M. Donich
General Counsel

APPROVED:

By Omar Sandoval As to Form.
Omar Sandoval
City Attorney

By Beth McCormick
Beth McCormick
General Manager, Transit

KOREAN AMERICAN SENIOR ASSOCIATION
OF ORANGE COUNTY

By Chol Sun Pak
Chol Sun Pak
President

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1 **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY**

2 A. AUTHORITY agrees to provide funds in accordance with Article 5 ("Term of
3 Agreement"), for the Senior Mobility Program. Funding levels are determined annually and are
4 calculated using the annual percentage change of AUTHORITY's budget for Transportation
5 Development Act sales tax revenues.

6 B. AUTHORITY will pay to CONTRACTOR the AUTHORITY's annual contribution for the
7 fiscal year by August 31st of each year.

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

12 D. In the event the time limits for use of SMP funds are not satisfied, then any retained
13 funding that was allocated to the CONTRACTOR and interest earned thereon shall be returned to
14 AUTHORITY.

15 E. AUTHORITY may provide, at AUTHORITY's sole discretion, a refurbished surplus
16 paratransit vehicle, at no cost to CONTRACTOR and no further responsibility to AUTHORITY after
17 vehicle donation. CONTRACTOR may purchase additional vehicle(s) in excess of their vehicle
18 allocation, based on availability, for a cost equivalent to the refurbishment costs incurred by
19 AUTHORITY.

20 **ARTICLE 3. RESPONSIBILITIES OF CONTRACTOR**

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

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

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1 C. CONTRACTOR agrees to comply with all provisions of the SMP Guidelines included as
2 Exhibit B.

3 D. CONTRACTOR agrees that the funding allocation shall be expended within three (3)
4 years of receipt. AUTHORITY may grant an extension to the three-year limit, but extensions shall not
5 be 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 SMP funds are not satisfied, any retained funding
7 that was allocated to the CONTRACTOR and interest earned thereon shall be returned to
8 AUTHORITY.

9 F. CONTRACTOR agrees to match a minimum of twenty percent (20%) of the total
10 annual program expenditures. Local match may be made up of cash-subsidies, fare revenues,
11 donations, or in-kind contributions, such as salaries and benefits for the CONTRACTOR employees
12 who perform work on the program.

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

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

17 H. CONTRACTOR shall procure and maintain insurance coverage during the entire term
18 of this Agreement. Coverage shall be full coverage or subject to self-insurance provisions.
19 CONTRACTOR shall provide the following insurance coverage:

20 1. Commercial General Liability, to include Products/Completed Operations,
21 Independent Contractors', Contractual Liability, and Personal Injury Liability with a minimum limit of
22 \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

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

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

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

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

8 J. CONTRACTOR shall include on the face of the Certificate of Insurance the Cooperative
9 Agreement Number C-1-2491; and, the Senior Contract Administrator's Name, Sue Ding.

10 K. CONTRACTOR agrees to provide AUTHORITY with monthly summary reports of
11 CONTRACTOR's Senior Mobility Program. CONTRACTOR shall submit monthly summary report
12 by the end of the following month as specified in Exhibit C "Senior Mobility Program Monthly
13 Reporting Form," included in this Agreement, which is incorporated into and made part of this
14 Agreement.

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

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Senior Mobility Program
Agency Service Plan

Agency: Korean American Senior Association
of Orange County



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 Korean American Senior Association of Orange County, Inc. Date April 6, 2016
Program Contact Yong Lee Phone 714-943-6762
Email yahoyonglee@hotmail.com

Service Description:

1. Program goals and objectives:

Monday - Friday: English classes, grocery trips, and recreation

Occasionally: One-day field trips

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

Directly-Operated

Subsidized Taxi Program

Contract Service Provider

Other (Please Describe)

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)*

Senior Center

Personal Care

Nutrition

Shopping

Medical

Social / Recreation (Please Describe)

Recreation: Orange County beaches, museums, historical / cultural venues and activities, and parks.

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?

Yes No

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

N/A

5. Fare structure:

N/A

6. Number of vehicles:

2

7. Projected annual ridership:

15,000

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


Korean American Association of Garden Grove, Inc.

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: Yong Lee
Title: Chairman of the Transportation Committee

OCTA REPRESENTATIVE



Name: Beth McCormick
Title: General Manager, Transit

Senior Mobility Program Project U Funding and Policy Guidelines

March 2016

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 local jurisdictions based upon their senior population. One percent of M2 net revenue is used to fund the program and local jurisdictions must provide a minimum 20 percent local match of the total annual program expenditures.

The Orange County Transportation Authority (OCTA) Board of Directors approved these guidelines on March 28, 2016. The purpose is to provide structure and definitions for all eligible M2 jurisdictions receiving SMP funding. OCTA shall enforce the provisions spelled out in these guidelines.

2.0 Objectives

- To provide for local, community-based senior transportation services.
- To allow local jurisdictions to develop and implement senior transportation services to serve their community.
- To provide transit options for seniors which complement rather than duplicate OCTA fixed route and ACCESS paratransit service.

3.0 Eligibility Requirements

Participation in the SMP is contingent upon maintaining M2 eligibility. Local jurisdictions 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.

Local jurisdictions 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 local jurisdictions based upon the participating jurisdiction's 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 years of receipt.

OCTA may grant a two-year extension beyond the three-year expenditure limitation; however, an extension may not exceed five years from the date of the initial funding allocation. Jurisdictions requesting an extension beyond the three-year limitation must submit a justification letter for review and approval by OCTA at least 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 jurisdiction, including interest, shall be returned to OCTA.

5.0 Match Requirements

Participating jurisdictions must provide a minimum 20 percent 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 jurisdiction's employees who perform work on the program. Jurisdictions may also be required to submit supporting documentation to substantiate local match expenditures. Jurisdictions are not required to contribute the minimum match requirement on a monthly basis; however, the minimum 20 percent match requirement must be met by the end of each fiscal year, defined as June 30.

Jurisdictions not satisfying the annual 20 percent 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 60 years of age and older. Jurisdictions 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. Jurisdictions 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 10 miles of the Orange County border.

Jurisdictions 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 jurisdiction must ensure the contractor is in compliance with program guidelines and provisions included in the cooperative funding agreement.

Jurisdictions 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.

Jurisdictions will perform, or ensure that a contractor performs, maintenance of all vehicles used in the Senior Mobility Program. Jurisdictions 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.

Jurisdictions may receive retired OCTA ACCESS paratransit vehicle(s) to support their senior transportation program. Additional retired ACCESS vehicles may be

purchased, based on availability, for a cost equivalent to the refurbishment costs incurred by OCTA.

7.0 Service Plan Adoption

Participating jurisdictions 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 jurisdiction's governing body and approved by the OCTA Board of Directors. Any deviation from the adopted SMP Service Plan must be submitted to OCTA in advance for review and approval and will require an amendment to the cooperative funding agreement prior to implementing a change in program services.

8.0 Eligible Expenses

Participating jurisdictions 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. Jurisdictions shall ensure all costs are program-related and are fair and reasonable. Administrative costs up to 10 percent are allowed and considered eligible program expenses. All program expenses are subject to audit.

No M2 funding shall be used by a jurisdiction for other than transportation purposes authorized in the M2 Ordinance.

9.0 Program Revenue

Participating jurisdictions 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 jurisdiction's 20 percent local match requirement.

10.0 Reporting

Participating jurisdictions are required to submit monthly reports using a reporting template provided by OCTA (Exhibit B). Required monthly reporting data may include, but is not limited to, the following:

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

- Program Cost Detail by Expense Category and % of Total Operating Cost
- Fares, Fees and Other Operating Revenue
- Jurisdiction Total Contribution & Source
- Jurisdiction Share as % of Total Operating Cost
- Cumulative Jurisdiction 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

Jurisdictions shall also 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.

Reports are due by the last day of the following month. A preliminary report may be submitted; however, submission of a final report is required within 15 days of the last day of the following month. Failure to meet the established reporting deadline for two months at any time during the fiscal year may result in future withholding of funding and/or other sanctions to be determined.

11.0 Audits & Inspection of Records

M2 funding is subject to audit. Jurisdictions 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. Jurisdictions 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 jurisdiction's performance of the provisions set forth in these guidelines shall not be construed as a waiver or relinquishment of the jurisdiction'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.



Senior Mobility Program

Monthly Reporting Form

EXHIBIT C

Program Information

Service for the - Month of: July Year of: 2016
 Program Name: _____
 Participating Agency: _____
 Agency Contact: _____
 Contact Number: _____

Trip Detail

Trip Category	One-Way Trips		Service Hours		Service Miles	
	Jul 2016	FYTD	Jul 2016	FYTD	Jul 2016	FYTD
Senior Center	-	-	-	-	-	-
Medical	-	-	-	-	-	-
Shopping	-	-	-	-	-	-
Personal Care	-	-	-	-	-	-
Social / Recreational	-	-	-	-	-	-
Total						

Cost Summary

Cost Category	Jul 2016		FYTD	
	Cost	As a %	Cost	As a %
Service Contract	\$ -	0.0%	\$ -	0.0%
Drivers / Operators / Dispatchers	\$ -	0.0%	\$ -	0.0%
Vehicle Maintenance / Fuel / Insurance	\$ -	0.0%	\$ -	0.0%
Marketing Outreach	\$ -	0.0%	\$ -	0.0%
Administration	\$ -	0.0%	\$ -	0.0%
Total	\$ -	-	\$ -	-
OCTA Contribution	\$ -	0.0%	\$ -	0.0%
Agency Contribution	\$ -	0.0%	\$ -	0.0%
Program Revenue	\$ -	0.0%	\$ -	0.0%

Source(s) of Agency Contributions:

Agency hereby certifies that this report is a true, complete and correct statement of program revenue, costs and operating data.

! THIS REPORT IS DUE BY THE LAST DAY OF THE MONTH FOLLOWING THE REPORTING MONTH !

Please send this report by email to CTSPROGRAMS@OCTA.NET or by fax to 714-560-5927.

If there are any questions, please contact JOANNE JACOBSEN by email at JJACOBSEN@OCTA.NET or JP GONZALEZ by email at JGONZALEZ1@OCTA.NET.