

For Agencies

1                   **AMENDMENT NO. X TO COOPERATIVE AGREEMENT NO. C-X-XXXX**

2                                   **BETWEEN**

3                                   **THE ORANGE COUNTY TRANSPORTATION AUTHORITY**

4                                   **AND**

5                                   \_\_\_\_\_  
6                                   **AND**

7                                   \_\_\_\_\_  
8                                   **FOR**

9                                   **SENIOR MOBILITY PROGRAM**

10                   **THIS AMENDMENT NO. X** is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the  
11 Orange County Transportation Authority, a public corporation of the State of California (hereinafter  
12 referred to as "AUTHORITY"), the City of \_\_\_\_\_ (hereinafter referred to as "CITY") and (Agency's  
13 Name) (hereinafter referred to as "CONTRACTOR").

14                                   **RECITALS**

15                   **WHEREAS**, by Agreement No. C-X-XXXX dated XXXX, AUTHORITY, CITY and CONTRACTOR  
16 are entered into a contract to provide the Senior Mobility Program (SMP) concerning senior transportation  
17 services for seniors of City of \_\_\_\_\_; and

18                   **WHEREAS**, AUTHORITY, CITY and CONTRACTOR agree to comply with the SMP Funding and  
19 Policy Guidelines ("Guidelines"); and

20                   **WHEREAS**, AUTHORITY, CITY and CONTRACTOR agree to extend the term of the Agreement  
21 through June 30, 2021;

22                   **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY, CITY and  
23 CONTRACTOR that Amendment No. X to Cooperative Agreement No. C-X-XXXX is hereby amended in  
24 the following particulars only:

- 25                   1. Amend **ARTICLES 2 and 3**: to delete in their entirety and replace with Attachment No. 1  
26 to this Amendment.

AMENDMENT NO. X TO  
AGREEMENT NO. C-X-XXXX

1           2. Amend ARTICLE 4. TERM OF AGREEMENT: Page 5 of 8, line 16, to delete  
2 "June 30, 2016" as the expiration date of the Agreement, and in lieu thereof insert "June 30, 2021".

3           3. Amend ARTICLE 8. AUDIT AND INSPECTION OF RECORDS: Page 6 of 8, line 16, to  
4 delete "four (4) years" as the period for audit and inspection record, and in lieu thereof insert  
5 "five (5) years".

6           The balance of said Agreement remains unchanged.

7           Upon execution by all parties, this Amendment No. X to Cooperative Agreement  
8 No. C-X-XXXX shall be made effective on July 1, 2016.

9           **IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. X to Cooperative  
10 Agreement No. C-X-XXXX to be executed on the date first above written.

11 **CITY**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

13 By \_\_\_\_\_

By \_\_\_\_\_

Darrell Johnson  
Chief Executive Officer

APPROVED AS TO FORM:

18 **CONTRACTOR**

By \_\_\_\_\_

James M. Donich  
General Counsel

APPROVED:

20 By \_\_\_\_\_

By \_\_\_\_\_

Beth McCormick  
General Manager, Transit

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 31<sup>st</sup> 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.

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

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1  
2 D. CONTRACTOR agrees that the funding allocation shall be expended within three (3)  
3 years of receipt. AUTHORITY may grant an extension to the three-year limit, but extensions shall not  
4 be granted beyond a total of five (5) years from the date of the initial funding allocation.

5 E. In the event the time limits for use of SMP funds are not satisfied, any retained funding  
6 that was allocated to the CONTRACTOR and interest earned thereon shall be returned to  
7 AUTHORITY.

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

12 G. CONTRACTOR may contract with a third-party service provider to provide senior  
13 transportation 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. CONTRACTOR shall procure and maintain insurance coverage during the entire term  
17 of this Agreement. Coverage shall be full coverage or subject to self-insurance provisions.  
18 CONTRACTOR shall provide the following insurance coverage:

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

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

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

26 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-X-XXXX; 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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