

**COOPERATIVE AGREEMENT NO. C-5-4010**  
**BETWEEN**  
**ORANGE COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**CITY OF HUNTINGTON BEACH**

**THIS COOPERATIVE AGREEMENT**, is made and entered into the 3<sup>rd</sup> day of March, 2025, 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 Huntington Beach, 18041 Goldenwest Street, Huntington Beach, California 92648 (hereinafter referred to as "AGENCY"), each individually known as ("PARTY") and collectively known as ("PARTIES").

**RECITALS:**

**WHEREAS**, the 2024 Enhanced Mobility for Seniors and Individuals with Disabilities (EMSD) Grant Program offers grant opportunities to non-profit organizations and local public agencies to help meet the special transportation needs of seniors and individuals with disabilities; and

**WHEREAS**, the EMSD Grant Program supports Federal Transit Administration's Section 5310 (FTA 5310) Program eligible projects by providing local funds, in lieu of federal funds, to eliminate the need for grant recipients to adhere to complex federal requirements and reduce the risk of non-compliance for both the AUTHORITY and its grantees; and

**WHEREAS**, AGENCY is an eligible recipient of EMSD Grant Program funds and was awarded funds in the EMSD Grant Program for capital and/or operating assistance for Rider Notifications in order to enhance the transportation options currently available to seniors and individuals with disabilities; and

**WHEREAS**, on November 25, 2024, AUTHORITY's Board of Directors ("Board") approved funding of up to Forty-Six Thousand, Five Hundred Seventeen Dollars (\$46,517) for purchase of Equipment in accordance with Exhibit A, entitled "Scope of Work", which is attached herein and incorporated by reference; and

1           **WHEREAS**, on November 25, 2024, AUTHORITY's Board authorized entering into this  
2 Cooperative Agreement; and

3           **WHEREAS**, AUTHORITY and AGENCY shall comply with the EMSD Grant Program Guidelines  
4 and any subsequent EMSD Grant Program Guidelines amendments; and

5           **WHEREAS**, AGENCY provides transportation options for seniors and/or persons with disabilities  
6 through the EMSD program by providing transportation services beyond what is required by the American  
7 with Disabilities Act (ADA), which includes purchasing equipment ("PROJECT"); and

8           **WHEREAS**, this Cooperative Agreement defines the roles and responsibilities of AUTHORITY  
9 and AGENCY in delivering a transportation program for seniors and individuals with disabilities; and

10          **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and AGENCY as  
11 follows:

12           **ARTICLE 1. COMPLETE AGREEMENT**

13           A. This Cooperative Agreement, including any attachments incorporated herein and made  
14 applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s)  
15 of this Cooperative Agreement between AUTHORITY and AGENCY and it supersedes all prior  
16 representations, understandings, and communications. The invalidity in whole or in part of any term or  
17 condition of this Cooperative Agreement shall not affect the validity of other term(s) and condition(s) of  
18 this Cooperative Agreement. The above referenced Recitals are true and correct and are incorporated  
19 by reference herein.

20           B. AUTHORITY's failure to insist on any instance(s) of AGENCY's performance of any term(s)  
21 or condition(s) of this Cooperative Agreement shall not be construed as a waiver or relinquishment of  
22 AUTHORITY's right to such performance or to future performance of such term(s) or condition(s), and  
23 AGENCY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of  
24 this Cooperative Agreement shall not be binding upon AUTHORITY except when specifically confirmed  
25 in writing by an authorized representative of AUTHORITY by way of a written amendment to this  
26 Cooperative Agreement and issued in accordance with the provisions of this Cooperative Agreement.

1 C. AGENCY's failure to insist on any instance(s) of AUTHORITY's performance of any term(s)  
2 or condition(s) of this Cooperative Agreement shall not be construed as a waiver or relinquishment of  
3 AGENCY's right to such performance or to future performance of such term(s) or condition(s), and  
4 AUTHORITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion  
5 of this Cooperative Agreement shall not be binding upon AGENCY except when specifically confirmed in  
6 writing by an authorized representative of AGENCY by way of a written amendment to this Cooperative  
7 Agreement and issued in accordance with the provisions of this Cooperative Agreement.

## 8 **ARTICLE 2. SCOPE OF AGREEMENT**

9 This Cooperative Agreement specifies the roles and responsibilities of PARTIES as they pertain  
10 to the subjects and projects addressed herein. PARTIES shall cooperate and coordinate with the other  
11 in all activities covered by this Cooperative Agreement and any other supplemental agreements that may  
12 be required to facilitate purposes thereof.

## 13 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

14 A. AUTHORITY shall provide ninety percent (90%) of eligible project costs in an amount not-to-  
15 exceed Forty-Six Thousand, Five Hundred Seventeen Dollars (\$46,517) ("Funding Amount"), or any  
16 subsequent amendments to funding approved by AUTHORITY's Board, for Rider Notifications  
17 Equipment and in accordance with Exhibit A.

18 B. AUTHORITY shall process payment to AGENCY within sixty (60) calendar days of receipt of  
19 an acceptable invoice and complete reimbursement package from AGENCY, which includes verification  
20 of payment to vendor or operational expense and confirmation of a minimum ten percent (10%) match  
21 estimated to be Five Thousand, One Hundred Sixty-Eight Dollars (\$5,168) for Rider Notifications  
22 Equipment.

23 C. AUTHORITY staff may review project amendment requests including scope change requests,  
24 and funding change requests consistent with the EMSD Grant Program Guidelines at its discretion.

## 25 **ARTICLE 4. RESPONSIBILITIES OF AGENCY**

26 A. AGENCY agrees that all funds received from AUTHORITY as specified in Article 3A above

1 shall be used exclusively for providing PROJECT.

2 B. AGENCY shall provide a ten percent (10%) match of allowable Rider Notifications Equipment  
3 costs and will support unallowable costs at one hundred percent (100%). Local match may be made up  
4 of cash-subsidies, fare revenues, or local contributions. Soft match or in-kind services are not eligible  
5 sources of match.

6 C. AGENCY shall adhere the Timely-Use of Funds section and provisions in accordance with  
7 Exhibit B, entitled "2024 Enhanced Mobility for Seniors and Disabled Grant Program Guidelines, Call for  
8 Projects," which is attached herein and incorporated by reference.

9 D. AGENCY shall show that they will start service based on the schedule provided and by  
10 June 30 of the requested programmed fiscal year (FY) for PROJECT and adhere to Exhibit A.

11 E. AGENCY agrees that any cost overruns shall be the responsibility of AGENCY.

12 F. AGENCY, if applicable, may contract with a third-party service provider to provide  
13 transportation services provided that:

- 14 1. Contractor is selected using a competitive procurement process; and  
15 2. Wheelchair accessible vehicles are available, used when requested, and response  
16 times for wheelchair accessible service is comparable to ambulatory service.

17 G. AGENCY shall comply with all provisions of the EMSD Grant Program Guidelines included  
18 as Exhibit B.

19 H. AGENCY, as defined in Exhibit A, shall expend all funds within the period of performance  
20 specified on Exhibit A to be eligible for reimbursement for PROJECT or by a subsequently extended  
21 deadline approved by AUTHORITY's Board.

22 I. AGENCY may request a one (1)-time extension not exceeding a total of twelve (12) months  
23 per project grant.

24 J. AGENCY may request scope changes which are considered on a case-by-case basis and  
25 are not guaranteed. If a scope change is requested, AGENCY shall provide an explanation and  
26 justification for the scope change and any other information requested by AUTHORITY. Scope change

1 and extension requests must be submitted with reasonable notice to allow for adequate review prior to  
2 the expiration of this Cooperative Agreement.

3 K. AGENCY shall receive notification or a response from AUTHORITY before implementing the  
4 change. Major scope changes may require approval by AUTHORITY's Board.

5 L. AGENCY is required to adhere to the provisions outlined in the Extension Requests, Scope  
6 Changes and Cost Savings section of Exhibit B at all times. In the event of a reduction in the scope of  
7 PROJECT or cost savings, AGENCY shall ensure compliance with these provisions as part of its  
8 adjustments.

9 M. AGENCY shall provide AUTHORITY with quarterly reports of AGENCY's PROJECT.  
10 AGENCY shall submit quarterly summary reports thirty (30) days after the end of each quarter, as follows:

- 11 1. Quarter 1 (January-March) on April 30
- 12 2. Quarter 2 (April-June) on July 30
- 13 3. Quarter 3 (July-September) on October 30
- 14 4. Quarter 4 (October-December) on January 30

15 N. AGENCY shall provide AUTHORITY with annual reports of AGENCY's compliance with State  
16 and Federal requirements. AGENCY shall submit annual reports thirty (30) days after the end of each  
17 year as follows:

- 18 1. Close of each year (January-December) on January 30.

19 O. Once PROJECT is complete, AGENCY shall submit a final report package no later than ninety  
20 (90) days after final payment from AUTHORITY. The final report package will consist of a final report and  
21 a closeout form. The final quarterly report, due thirty (30) days after the end of each quarter, the final  
22 annual report, due thirty (30) days after the end of each year, and the final monthly invoice shall also all  
23 be submitted to ensure proper closeout.

24 P. AGENCY shall submit an invoice(s) to AUTHORITY within ninety (90) days of the start of their  
25 period of performance as defined in Exhibit A, less required match and is required to adhere to the  
26 Invoices and Reimbursements section and provisions in accordance with Exhibit B for PROJECT.

1 Invoices shall be submitted in duplicate to AUTHORITY's Accounts Payable Department at  
2 [vendorinvoices@octa.net](mailto:vendorinvoices@octa.net). Each invoice shall include the following information:

- 3 1. Cooperative Agreement No. C-5-4010;
- 4 2. Specify which payment is being requested;
- 5 3. Any other information as agreed or requested by AUTHORITY to substantiate the  
6 validity of an invoice.

7 Q. AGENCY agrees capital purchases (vehicle and equipment) must be used for their entire  
8 useful life and/or through termination of the service and maintained accordingly. If termination occurs prior  
9 to the completion of the capital item's useful life and/or grant term, AGENCY shall repay AUTHORITY  
10 the same percentage of the sale price [or estimated value of the asset(s)] based on straight line  
11 depreciation of the asset(s) consistent with the EMSD percentage of initial purchase. Useful life shall be  
12 based on AUTHORITY's policy for service life, where applicable, as specified in Exhibit A.

13 R. AGENCY shall maintain appropriate insurance coverage during the entire term of this  
14 Cooperative Agreement. Coverage shall be full coverage and not subject to self-insurance provisions.  
15 AGENCY shall provide the following insurance coverage:

- 16 1. Commercial General Liability, to include Products/Completed Operations,  
17 Independent Contractors', Contractual Liability, and Personal Injury Liability, and  
18 Property Damage with a minimum limit of One Million Dollars (\$1,000,000) per  
19 occurrence and Two Million Dollars (\$2,000,000) general aggregate;
- 20 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a  
21 combined single limit of One Million Dollars (\$1,000,000) each accident;
- 22 3. Workers' Compensation with limits as required by the State of California including a  
23 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or  
24 agents; and
- 25 4. Employers' Liability with minimum limits of One Million Dollars (\$1,000,000).

26 S. Proof of such coverage, in the form of a certificate of insurance and an insurance policy

1 blanket additional insured endorsement, with AUTHORITY, its officers, directors, employees, and agents  
2 designated as additional insureds as required by contract. Both documents must be received by  
3 AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received within  
4 ten (10) calendar days from the effective date of this Agreement and prior to commencement of any work.  
5 The insurance shall be primary and non-contributive to any insurance or self-insurance maintained or  
6 mandated by AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies or  
7 review all related insurance policies in response to a related loss.

8 T. AGENCY shall include on the face of the Certificate of Insurance the Cooperative  
9 Agreement No. C-5-4010; and, the Associate Contract Administrator's Name, Rhea Aninzo.

10 U. AGENCY shall be required to immediately notify AUTHORITY of any modifications or  
11 cancellation of any required insurance policies.

12 V. AGENCY shall also include in each subcontract the stipulation that AGENCY's third-party  
13 provider shall maintain insurance coverage in the amounts required from AGENCY as provided in this  
14 Cooperative Agreement.

15 W. AGENCY agrees that all subcontractors performing safety-sensitive tasks are subject to the  
16 same regulations and before entering into this Cooperative Agreement. AGENCY and its subcontractors  
17 shall comply with an applicable substance abuse program following the applicable regulations of the Drug  
18 Free Workplace Act of 1988 and the California Drug-Free Workplace Act of 1990.

19 X. AGENCY shall revise and amend any plan(s) adopted by AGENCY accordingly as the  
20 applicable rules and regulations are periodically revised and amended.

21 Y. AGENCY shall ensure that all drivers complete an initial driver training program. This program  
22 may be sourced from an established training provider or another agency with a compliant program. The  
23 training program must include specific course content or subject matter, and the number of hours of  
24 training to be provided. Training shall include, but is not limited to:

- 25 1. Disability awareness;
- 26 2. Passenger assistance; and

1                   3.    Mobility device familiarization and securement practices.

2                   Z.    AGENCY shall work with the vendor and ensure the submittal to AUTHORITY of the required  
3 W-9 form and tax related documents required to establish a vendor account.

4                   **ARTICLE 5.   DELEGATED AUTHORITY**

5                   The actions required to be taken by AGENCY in the implementation of this Cooperative  
6 Agreement are delegated to its AGENCY, or designee, and the actions required to be taken by  
7 AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief Executive  
8 Officer or designee.

9                   **ARTICLE 6.   MAXIMUM OBLIGATION**

10                  Notwithstanding any provisions of this Cooperative Agreement to the contrary, AUTHORITY and  
11 AGENCY mutually agree that AUTHORITY's maximum cumulative payment obligation hereunder shall  
12 Forty-Six Thousand, Five Hundred Seventeen Dollars (\$46,517), unless agreed to by both PARTIES and  
13 amended by way of written amendment.

14                  **ARTICLE 7.   AUDIT AND INSPECTION**

15                  AUTHORITY and AGENCY shall maintain a complete set of records in accordance with generally  
16 accepted accounting principles. Upon reasonable notice, AGENCY shall permit the authorized  
17 representatives of AUTHORITY to inspect and audit all work, materials, payroll, books, accounts, and  
18 other data and records of AGENCY for a period of four (4) years after final payment, or until any on-going  
19 audit is completed. For purposes of audit, the date of completion of this Agreement shall be the date of  
20 AGENCY's payment of AUTHORITY's final billing (so noted on the invoice) under this Agreement.  
21 AUTHORITY shall have the right to reproduce any such books, records, and accounts. The above  
22 provision with respect to audits shall extend to and/or be included in contracts with AGENCY's contractor.

23                  **ARTICLE 8.   INDEMNIFICATION**

24                  A.   To the fullest extent permitted by law, AGENCY shall defend (at AGENCY's sole cost and  
25 expense with legal counsel reasonably acceptable to AUTHORITY), indemnify, protect, and hold  
26 harmless AUTHORITY, its officers, directors, employees, and agents (collectively the "Indemnified

Parties”), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively “Claims”), including but not limited to Claims arising from injuries to or death of persons (AGENCY’s employees included), for damage to property, including property owned by AUTHORITY, or from any violation of any federal, state, or local law or ordinance, by the negligent acts, omissions or willful misconduct of AGENCY, its officers, directors, employees or agents in connection with or arising out of the performance of this Cooperative Agreement.

B. To the fullest extent permitted by law, AUTHORITY shall defend (at AUTHORITY’s sole cost and expense with legal counsel reasonably acceptable to AGENCY), indemnify, protect, and hold harmless AGENCY, its officers, directors, employees, and agents (collectively the “Indemnified Parties”), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively “Claims”), including but not limited to Claims arising from injuries to or death of persons (AUTHORITY’s employees included), for damage to property, including property owned by AGENCY, or from any violation of any federal, state, or local law or ordinance, by the negligent acts, omissions or willful misconduct of AUTHORITY, its officers, directors, employees or agents in connection with or arising out of the performance of this Cooperative Agreement.

C. The indemnification and defense obligations of this Cooperative Agreement shall survive its expiration or termination.

#### **ARTICLE 9. ADDITIONAL PROVISIONS**

A. Term of Agreement: This Agreement shall commence on March 3, 2025, and shall be in full force and effect through final acceptance of PROJECT or March 1, 2027, whichever is later.

B. Termination: In the event either PARTY defaults in the performance of their obligations under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting PARTY shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other PARTY.

C. Termination for Convenience: Either PARTY may terminate this Cooperative Agreement for

1 its convenience by providing thirty (30) days' prior written notice of its intent to terminate for convenience  
2 to the other PARTY.

3 D. AUTHORITY and AGENCY shall comply with all applicable federal, state, and local laws,  
4 statutes, ordinances and regulations of any governmental authority having jurisdiction over PROJECT.

5 E. Legal Authority: AUTHORITY and AGENCY hereto consent that they are authorized to  
6 execute this Cooperative Agreement on behalf of said PARTIES and that, by so executing this  
7 Cooperative Agreement, PARTIES hereto are formally bound to the provisions of this Cooperative  
8 Agreement.

9 F. Severability: If any term, provision, covenant or condition of this Cooperative Agreement is  
10 held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction,  
11 the remainder of this Cooperative Agreement shall not be affected thereby, and each term, provision,  
12 covenant or condition of this Cooperative Agreement shall be valid and enforceable to the fullest extent  
13 permitted by law.

14 G. Counterparts of Agreement: This Cooperative Agreement may be executed and delivered in  
15 any number of counterparts, each of which, when executed and delivered shall be deemed an original  
16 and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

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

24 I. Assignment: Neither this Agreement, nor any of the PARTIES' rights, obligations, duties, or  
25 authority hereunder may be assigned in whole or in part by either PARTY without the prior written consent  
26 of the other PARTY in its sole and absolute discretion. Any such attempt of assignment shall be deemed

void and of no force and effect. Consent to one (1) assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

J. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Cooperative Agreement.

K. Litigation fees: Should litigation arise out of this Cooperative Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing PARTY.

L. Notices: Any notices, requests, or demands made between PARTIES pursuant to this Agreement are to be directed as follows:

**To AGENCY:**

City of Huntington Beach  
18041 Goldenwest Street  
Huntington Beach, CA 92648

Attention: Brandi Kelly Contreras  
Transportation Coordinator  
Tel: (714) 374-1518  
Email: [bkelly@surfcity-hb.org](mailto:bkelly@surfcity-hb.org)

**To AUTHORITY:**

Orange County Transportation Authority  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584

Attention: Rhea Aninzo  
Associate Contract Administrator  
Tel: (714) 560-5650  
Email: [raninzo@octa.net](mailto:raninzo@octa.net)

With a copy that shall not constitute Notice to:

Cc: Martin Browne  
Senior Community Transportation Coordinator  
Tel: (714) 560-5431  
Email: [mbrowne@octa.net](mailto:mbrowne@octa.net)  
Vic Mireles  
Transportation Funding Analyst  
Tel: (714) 560-5025  
Email: [vmireles@octa.net](mailto:vmireles@octa.net)

IN WITNESS WHEREOF, the PARTIES hereto have caused this Cooperative Agreement No. C-5-4010 to be executed on the date first written above.

CITY OF HUNTINGTON BEACH

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: \_\_\_\_\_

Travis Hopkins

City Manager

By: \_\_\_\_\_

Darrell E. Johnson

Chief Executive Officer

APPROVED AS TO FORM:

By: \_\_\_\_\_

James M. Donich

General Counsel

APPROVED:

By: \_\_\_\_\_

Jennifer L. Bergener

Deputy Chief Executive Officer

APPROVED AS TO FORM  
By:   
MICHAEL J. VIGLIOTTA  
CITY ATTORNEY  
CITY OF HUNTINGTON BEACH

By: \_\_\_\_\_

Johnny Dunning, Jr.

Chief Operating Officer

By: \_\_\_\_\_

Rose Casey

Executive Director, Planning

LZ  
gm  
JD

**SCOPE OF WORK****City of Huntington Beach****Program Overview**

The City of Huntington Beach's transportation department provides much needed mobility for active seniors as well as the frail elderly. Huntington Beach's Surf City Seniors on the Go! is the moniker for the largest free senior transportation program in Orange County. In addition to any location in Huntington Beach, the buses, vans, and sedans that make up the transportation service travel to Hoag Hospital and Cancer Center in Newport Beach, Fountain Valley Hospital and Orange Coast Memorial in neighboring Fountain Valley. Additionally, rides are provided for occasional evening and special events.

**Project Components & Required Match**

| <b>Project Component</b>                   | <b>Required Match*</b> | <b>Match Percentage</b> | <b>Grant</b> | <b>Total Project Component Cost</b> |
|--------------------------------------------|------------------------|-------------------------|--------------|-------------------------------------|
| TriSpark Pass rider notification equipment | \$5,168                | 10%                     | \$46,517     | \$51,685                            |

\*Required match is based on Board approved guidelines. Agency is responsible for any related cost increases which may increase required match above the 10% or 20% minimum requirement.

**Project Schedules**

| <b>Project Component</b>                   | <b>Start Date</b> | <b>End Date</b> |
|--------------------------------------------|-------------------|-----------------|
| TriSpark Pass rider notification equipment | March 3, 2025     | March 1, 2027   |

**Performance Measures**

1. Improve mobility for older adults, especially those with disabilities and mobility issues.
2. Aims to reduce the demand for OC ACCESS.
3. Improves first/last mile connections.
4. Utilize up to date technology for continued improvement of services.
5. Outreach is conducted to older adults who may be more isolated and underserved to help connect them with needed services.
6. Partnerships with local entities and with volunteers to help create efficiencies and lower operating costs for transportation services.
7. Enhances the quality and quantity of life for older adults by providing excellent, affordable, and accessible transportation services to medical, nutrition, and leisure destinations.

**Deliverables**

1. Fully comply with scope of work and the Enhanced Mobility for Seniors and Disabled grant program guidelines, including any amendments approved by the Orange County Transportation Authority (OCTA), and in compliance with all applicable grant regulations.
2. Submit all required quarterly and final reports, invoices, certifications, and participate in audits as detailed in this Agreement and as requested by OCTA.

**Useful Life**

| <b>Project Component</b>                   | <b>Useful Life</b> |
|--------------------------------------------|--------------------|
| TriSpark Pass rider notification equipment | Software – Ongoing |

COOPERATIVE AGREEMENT NO. C-5-4010  
EXHIBIT B



# 2024

## Enhanced Mobility for Seniors and Disabled Grant Program Guidelines

Call for Projects

ORANGE COUNTY TRANSPORTATION AUTHORITY

SAVE WITH  
OC BUS APP

**2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines****Table of Contents**

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## 2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines

### Purpose And Authority

The Orange County Enhanced Mobility for Seniors and Individuals with Disabilities (EMSD) Grant Program call for projects (call) is intended to enhance the mobility of seniors and individuals with disabilities by providing local transportation funding to meet the transportation needs of seniors and individuals with disabilities where public transportation services may not appropriately meet their needs. The EMSD Grant Program offers grant opportunities to non-profit organizations (non-profits) and local public agencies to help meet these needs.

### Program Goals

The EMSD Program is intended to meet the transportation needs of older adults and people with disabilities when transportation services provided are unavailable, insufficient, or inappropriate to meet these needs. The goals of the Program are to:

- Improve the mobility for seniors and individuals with disabilities in Orange County.
- Support local agencies and non-profits providing service within their communities.
- Supplement services provided through the OCTA Senior Mobility Program, OC ACCESS, and OC Bus fixed-route service.
- Provide seamless service through improved first- and last-mile connections.
- Incorporate and encourage technology-based solutions to improve mobility options.
- Promote non-profit and public agency outreach to senior and disabled patrons with an emphasis in reaching disadvantaged, underrepresented, and/or diverse communities to ensure services will meet their needs.
- Prioritize funding for agencies that:
  - Collaborate through partnerships to create efficiencies and lower operating costs for service, and/or
  - Increase vehicle revenue hours beyond the minimum ten hours per week.

### Background

Prior to 2014, the Federal Transit Administration Section 5310 (FTA 5310) Program was jointly administered by the Orange County Transportation Authority (OCTA) and the California Department of Transportation (Caltrans). In 2016, OCTA assumed the role of designated recipient for the FTA 5310 Program in Orange County to ensure funds are used effectively, efficiently, and consistently with federal requirements.

Since 2018, the Orange County EMSD Grant Program replaced the FTA 5310 by providing local funding support in lieu of federal funding, which allows grantees to streamline project implementation and reduce the risk of non-compliance with federal requirements. Due to the long-standing success of the Section 5310 grant program, all beneficial elements of that program have been retained.

As the regional transportation planning agency for Orange County, OCTA is responsible for conducting a call for projects and distributing EMSD funds to selected projects consistent with the priority strategies identified in the current Orange County Human Services Transportation Coordination Plan<sup>1</sup> (Coordinated Plan). In addition, OCTA has taken on the responsibility of developing and administering funding agreements and providing oversight monitoring of EMSD grantees throughout the useful life of the grant-funded projects.

### 2024 Call

The 2024 EMSD call will make up to \$8.5 million in local funds available for eligible and high scoring projects. Funding availability is based on the FTA 5310 apportionment to OCTA and is subject to change. All projects proposed and

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<sup>1</sup> 2020 Coordinated Plan is available at: <http://www.octa.net/pdf/HumanServicesTransportation.pdf> - applicable to this call.

2024 Coordinated Plan information landing page is available at: <https://www.orangecountyhstcp.com/> - currently under development.

## 2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines

considered for funding are required to be included in the Coordinated Plan. Under FTA guidelines, the Coordinated Plan is required to be updated every four years. This call will award projects consistent with the 2020 Coordinated Plan, as its 2024 update is still under development.

### Program Schedule

| EMSD Schedule (Subject to Change) |                                                                               |
|-----------------------------------|-------------------------------------------------------------------------------|
| April 17, 2024                    | EMSD Program Workshop (Virtual)                                               |
| May 28, 2024                      | Call for Applications Opens                                                   |
| June 3-June 7, 2024               | Application Office Hours                                                      |
| June 27, 2024                     | Application Due Date by 4pm                                                   |
| June – August 2024                | Application Reviews and Scoring                                               |
| September 2024                    | OCTA Board of Directors (Board) consideration of EMSD funding recommendations |
| September 2024                    | Awarded Applicant Office Hours                                                |

### Eligible Applicants

Eligible applicants include:

- Private non-profit organizations providing transit services for older adults and people with disabilities, and
- Public agencies where private non-profits are not readily available to provide the proposed service for these individuals (see **Public Hearing for Public Agency** section of these Guidelines).

### Public Hearing for Public Agencies

Public agency applicants will be required to hold a public hearing to establish coordination with non-profits and ensure services are not being duplicated. This will verify that the nominating public agencies' projects are not overlapping in scope and, where applicable, services can be better coordinated. **Nominating public agencies, including Orange County (County) cities and the County, are to schedule public hearings, and notify relevant non-profits as soon as possible to proceed with the application process. Documentation of a public hearing being held will be required as part of the application package.**

### Coordination

Inter-agency coordination is highly recommended. OCTA encourages agencies to work in partnership with other agencies to better offer well-rounded and coordinated services or use of vehicles and/or equipment. The EMSD Program emphasizes the importance of coordinated planning. Priority will be given to nominations that successfully show inter-agency coordination and demonstrate partnership(s).

### Funding Priorities

1. Capital
2. Operating (Existing Services Only and Mobility Management)

### Eligible Project Categories and Availability of Funds

Funds will be available for two categories and distributed to organizations and agencies serving Orange County based on the funding priorities above.

| Project Category                                         | Funding availability                                            |
|----------------------------------------------------------|-----------------------------------------------------------------|
| Capital                                                  | \$4.7 million (minimum) or 55% minimum of awarded funds         |
| Operating (Mobility Management and Operating Assistance) | \$3.8 million (maximum) or no greater than 45% of awarded funds |
| <b>Total</b>                                             | <b>\$8.5 million</b>                                            |

## 2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines

Consistent with FTA 5310 requirements, at least **55%** of funds must be used for “traditional” capital projects. That is, those public transportation **Capital** projects planned, designed, and carried out to meet the specific needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable, or inappropriate.

As a result, the **Operating** projects category is limited to a total target of \$3.8 million award maximum, and the funding that goes to operations cannot be greater than **45%** of the total available funding.

### Capital Projects

| Project Types                      | Eligible Activities                                                                                                                                                                                                                                                                                                                         |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vehicle and Equipment Acquisition: | Vehicle leases or purchases                                                                                                                                                                                                                                                                                                                 |
| Small Capital Purchases:           | Purchases under \$10,000 for computer hardware and equipment if the hardware and equipment are tied to an operating need and do not meet the minimum requirements of a capital project. Justification for how the hardware and equipment is directly tied into the function of an operation will be required in the applications narrative. |

Capital projects will consist of vehicle leases or purchases. This includes buses and vans with the purpose of transporting seniors and individuals with disabilities. Vehicles may be either new or used (in good condition). Vehicles may be replacements for those currently in operation that have met or exceeded their useful life or vehicles to allow expansion of service. For a project to be categorized as replacement vehicles, the vehicles to be replaced must be in active service during the applicant’s normal days and hours of operation. Unless an acceptable justification is provided, the vehicle should have met a minimum useful life or will meet the useful life at the point the replacement vehicle is put into service.

Each vehicle acquired (both purchased and leased) must be Americans with Disabilities Act (ADA) accessible and provide a minimum of 10 hours of service per week, where service is provided by the awarded applicant or in coordination with other agencies. Zero-emission vehicles (ZEV) and zero-emission buses (ZEB) are encouraged; however, the purchase or installation of ZEV charging equipment is not an eligible expense of the EMSD program.

### CalACT Purchasing Cooperative

Agencies may acquire vehicles through the California Association for Coordinated Transportation (CalACT) Purchasing Cooperative; however, this is not a requirement of the EMSD program. Agencies that plan to acquire vehicles through CalACT must notify OCTA of their intent as part of the application.

For more information, please visit <https://calact.org/> or contact Dan Mundy at [dan@calact.org](mailto:dan@calact.org) or 916-920-8018 (Office)

### Vehicle Acquisition Cost-Effectiveness Requirements

The purchase of *used* vehicles will be allowed when the proposed used vehicle is determined to be more cost-effective than the purchase of new vehicles and meets the additional used vehicle provisions noted below. Applicants who opt to request funding for the purchase of used vehicles, must provide a cost-benefit analysis as part of the project application clearly indicating that the purchase of used vehicles is more cost-effective compared to the purchase of new vehicles.

The *leasing* of vehicles will be allowed when it is determined to be more cost-effective than purchasing vehicles. Applicants who opt to request funding for leasing must provide a cost-benefit analysis as part of the project application clearly indicating that leasing is more cost-effective compared to purchasing. A draft lease agreement must be included as part of the application, and a final lease agreement shall be provided to OCTA upon agreement execution.

Cost-effectiveness methodology will be at the discretion of each applicant agency and should be prepared in good faith.

## 2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines

### Additional Used Vehicle Provisions

Used vehicle purchases will be allowed so long as they meet the following criteria:

- Vehicles are less than three years old (based on model year),
- Vehicles have less than 65,000 miles,
- Vehicles are under warranty,
- Applicants provide proof that multiple vendors were contacted for comparable prices,
- A mechanical inspection must occur prior to purchase, and
- Vehicles must be fully ADA compliant or will be modified to be ADA compliant – including ramps, tie downs, and other safety features.

### Additional Leased Vehicle Provisions (under warranty and inspected prior to purchase)

- Vehicles are less than three years old (based on model year),
- Vehicles have less than 65,000 miles,
- Applicants provide proof that multiple vendors were contacted for comparable prices,
- Vehicles must be fully ADA compliant or will be modified to be ADA compliant – including ramps, tie downs, and other safety features.

### Equipment Purchases

The Capital projects category may also include the purchase of service-related equipment such as wheelchair lifts, ramps, and securement devices as well as computer hardware (i.e., computers, keyboards, mice, dispatching devices and software, etc.). ZEV charging equipment is not an eligible equipment purchase.

Applicants must submit at least one equipment quote consistent with the application, detailing key characteristics. Multiple quotes are preferred. These will serve as an Independent Cost Estimate (ICE), and the lowest quote provided will determine the grant amount.

## Operating Projects

Operating projects will consist of mobility management and operating assistance.

| Project Types         | Eligible Activities                                                                                                                                             |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mobility Management:  | Coordinating Transportation Services, Traveler/Client Call Centers, Driver/Travel Training <sup>2</sup> , and/or Coordinating/Dispatching Communications System |
| Operating Assistance: | Labor (Staffing) Expenses, Materials (Fuel, Office Supplies), Continuation of Services, Contracted Services, and/or First and Last-Mile Trips                   |

## Award Limitations and Matching Fund Requirements

Applicants may submit applications for either one or both categories. However, the total funding request per applicant may not exceed **\$1.5 million** (does not include local match), as noted in the application and project type table below.

For the purposes of the EMSD Program, match refers to any non-EMSD funding contribution committed and provided by the lead agency to support a share of the total project expenses. Projects will be required to provide a cash match consistent with the table below.

Please note that matching requirements were temporarily reduced as part of the 2021 EMSD Program to allow applicants to restore service and support recovery from the coronavirus (COVID-19) pandemic. This reduction is remaining in place as part of the 2024 EMSD Program to allow continued recovery and to address ongoing supply chain issues.

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<sup>2</sup> Travel training is one-on-one individualized training that gives people with seniors and individuals with disabilities the skills required to travel safely on fixed-route public transportation.

**2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines**

| <b>Application and Project Type<sup>3</sup></b>                             | <b>Minimum Grant Request</b> | <b>Maximum Grant Request</b> | <b>Minimum Match Requirement</b> |
|-----------------------------------------------------------------------------|------------------------------|------------------------------|----------------------------------|
| <b>Capital:</b> Vehicle purchases, leases, and limited supporting equipment | \$100,000                    | \$1,000,000                  | 10%                              |
| <b>Capital:</b> Standalone Capital Equipment Purchases                      | \$10,000                     | \$99,000                     | 10%                              |
| <b>Operating:</b> Operating Assistance                                      | \$100,000                    | \$1,000,000                  | 20%                              |
| <b>Operating:</b> Mobility Management                                       | \$50,000                     | \$300,000                    | 10%                              |

**Indirect Costs**

The program will allow for no greater than 10% of requested funds to contribute to indirect costs. This will be applicable to the operating category only. Applicants should factor in this limit when structuring their proposed project budgets, demonstrating a clear understanding of how the grant funds will be effectively utilized for both direct and indirect costs.

Examples of indirect costs that could be considered include:

- General administrative and overhead costs.
- Office supplies.
- Development of specifications for vehicles and equipment.
- Staff salaries (for capital applications).
- Technical assistance and planning activities.
- Any other costs deemed necessary for the administration, planning, or technical assistance purposes of the project.

**Contingency Costs**

Contingency is allowed for unforeseen circumstances, such as cost increases or project delays, amounting to 5-10% of the total requested funds in proposed project budgets. This allocation ensures adaptability to changing conditions while minimizing disruptions to project implementation.

**Evaluation Criteria**

Applications will be considered for funding based on the evaluation criteria and point distribution shown in this section. Capital and Operating projects will be scored differently with the criteria detailed in their respective tables. The criteria align with federal and state goals for the Section 5310 program and are the basis for reviewing and selecting applications.

All projects are required to be included in the 2020 Coordinated Plan.

**Capital Evaluation Criteria**

| <b>Capital Projects</b>                                                                                                                                                                                                                                                                                                             | <b>Maximum Points</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>A. Goals and Objectives</b> – Project is consistent with overall EMSD Program goals and objectives and meets all program requirements of providing transportation related activities and/or services beyond those required by the ADA.                                                                                           | <b>6</b>              |
| <b>B. Ability of Applicant</b> – Evidence of the applicant's experience providing existing transportation service or social services for elderly or disabled individuals. Scored questions will also include points for agency programs/plans including driver/travel training, dispatching, California Highway Patrol Inspections. | <b>10</b>             |

<sup>3</sup>See complete examples of eligible operating activities and vehicle types on **Capital Projects**.

**2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines**

|                                                                                                                                                                                                                                                                                                                                                                                                                        |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>C. Coordination Planning</b> – Assessment of available services that (1) meet the needs of seniors and disabled individuals and (2) identify gaps in service or equipment needs. Scored questions will ask how the applicant provides strategies, activities, and projects to identify these gaps and achieve efficiencies in service. Discuss the coordination planning your agency conducts with other agencies.  | <b>6</b>  |
| <b>D. Outreach and Feedback</b> – Assessment of how the applicant has conducted outreach with senior and disabled clients to ensure their needs are being met and adjustments to service are made accordingly.                                                                                                                                                                                                         | <b>5</b>  |
| <b>E. Transportation Service</b> – Evaluation will be based on project type - replacement, expansion vehicles, and/or equipment. Replacement and expansion vehicles will receive ratings based on mileage, service hours per week, and number of people served. Equipment will be scored based on number of vehicles within the fleet which are coordinated and service efficiency enhancement with the new equipment. | <b>18</b> |
| <b>F. Emergency Planning and Preparedness</b> – Evaluation is based on standards for emergency planning and preparedness, extent to which emergency plans and drill activities are provided, and whether applicant is included in County Office of Emergency Services (OES) response plan.                                                                                                                             | <b>5</b>  |
| <b>Additional Considerations to Application Scores</b>                                                                                                                                                                                                                                                                                                                                                                 |           |
| <b>a. Accountability Measure</b> – Consideration of applicants past project delivery performance will be evaluated. 5 points may be deducted.                                                                                                                                                                                                                                                                          | <b>-5</b> |
| <b>Total Points</b>                                                                                                                                                                                                                                                                                                                                                                                                    | <b>50</b> |

**Operating Evaluation Criteria**

| <b>Operating Projects</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Maximum Points</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>A. Goals and Objectives</b> – Project is consistent with overall EMSD Program goals and objectives and meets all program requirements of providing transportation related activities and/or services beyond those required by the ADA.                                                                                                                                                                                                                                                  | <b>10</b>             |
| <b>B. Project Implementation</b> – Extent to which applicant provides a well-defined and detailed operations plan with defined routes, schedules, current/project ridership, key personnel, and marketing strategies with supporting documentation for carrying out the project.                                                                                                                                                                                                           | <b>15</b>             |
| <b>C. Program Performance Indicators</b> – Extent to which applicant provides clear, measurable, and outcome-based performance measures and indicators, which show a logical, reasonable, and quantifiable methodology to track the effectiveness of the project.                                                                                                                                                                                                                          | <b>10</b>             |
| <b>D. Coordination, Outreach, and Sustainability</b> – Extent to which applicant identifies communications and outreach plans and goals to target populations that benefit from EMSD program. Evaluation also based on applicant's efforts and accomplishments in coordination with other transportation and/or social services in the project area and extent to which applicant identifies plans to sustain a new, expansion, or continuation program beyond the two-year funding cycle. | <b>11</b>             |

**2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines**

|                                                                                                                                                                                                                                                                                         |           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>E. Emergency Planning and Preparedness</b> – Extent to which applicant identifies standards for emergency planning and preparedness and provides emergency plans and drill activities, and whether applicant is included in County Office of Emergency Services (OES) response plan. | <b>4</b>  |
| <b>Additional Considerations to Application Scores</b>                                                                                                                                                                                                                                  |           |
| <b>b. Accountability Measure</b> – Consideration of applicants past project delivery performance will be evaluated. 5 points may be deducted.                                                                                                                                           | <b>-5</b> |
| <b>Total Points</b>                                                                                                                                                                                                                                                                     | <b>50</b> |

**Accountability Evaluation**

The 2024 EMSD call will evaluate applicants on past project delivery performance. Up to five points may be deducted from the overall project score for applicants with a history of poor past project delivery performance including in contract execution, timing of expenditures and invoicing, and overall program understanding. This evaluation will ensure continuation of responsible delivery of EMSD-funded projects.

**Provisions of Use Criteria**

- Upon approval by OCTA's Board, awarded applicants will be notified and will be required to enter into an agreement with OCTA to start the project and receive funding. The agreement will remain in effect throughout the project's service period or the equipment's useful life.
- For vehicle request, grantees are responsible for the proper use, operating costs, and maintenance of all vehicles and project equipment, and must be prepared to comply with all applicable regulations and requirements.
- Applicants are responsible for management, oversight, and control over the operations of contracted service and purchased equipment. Appropriate documentation must also be maintained and provided upon request during the project term and through the useful life of the asset or through the service period.
- For non-profit applicants, non-profit status must be documented as "active."
- Public agencies are required to complete a public hearing prior to the application deadline to verify that they would not be nominating overlapping services or providing services where a non-profit could. More information on this can be viewed in the Public Hearing for Public Agency section.

**Timely-Use of Funds**

Funding will be made available for FY2024-25, FY2025-26, and FY2026-27. All reimbursable work should be completed within the timeframe outlined in the executed agreement.

For **Capital** projects, applicants will be required to award a contract or execute a purchase order by June 30 of the programmed FY. Applicants would then have 24 months from the award or purchase to receive and/or install the equipment. The contract award or purchase date will serve as the start of the 24-month performance period. The expenditure deadline will also start at the contract award or purchase and all eligible awarded funds must be expended by the end of the 24-month period. **Extensions of up to one additional expenditure year (12 months) will be considered on a case-by-case basis with a formal letter indicating reasons for the extension.**

For **Operating** projects, awarded applicants will be required to show evidence that they have entered into a cooperative or service agreement, as applicable to the funded project, and must start service based on the schedule provided and by June 30 of the programmed FY. For existing operating agreements, applicants may request funds to continue service. The date of the OCTA/Agency cooperative or service agreement or start of the continuation of service using the grant funds will begin the 24-month period of performance.

## 2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines

Funding for projects that have not (1) started within the FY programmed and (2) have not invoiced within 60 days of the end of the FY, may be forfeited and projects will be subject to OCTA approval for any delays. Extensions of up to one additional year (12 months) will be approved on a case-by-case basis. Requests should be made through a letter indicating reasons for the delay and how funds will begin invoicing by June of the extended FY.

### Extension Requests, Scope Changes and Cost Savings

*Scope changes and extension requests* are considered on a case-by-case basis and requests must be submitted via email to OCTA EMSD email at [OCTAEMSD@octa.net](mailto:OCTAEMSD@octa.net). Typically, to consider a scope change for approval by staff, OCTA expects the project benefits to be the same as what was provided in the original application. If the project does not deliver the same benefits, the project request will either be denied or presented to the OCTA Board for consideration. Applicants must provide an explanation and justification for the change and include documentation for how project benefits will be impacted and how they compare to the benefits proposed in the original application. Please note that project extensions are not guaranteed, and OCTA encourages awarded applicants to initiate and complete projects within the original period of performance of the grant.

OCTA will complete a thorough evaluation of the scope change and/or extension request and the potential impact to the project(s) benefits prior to making a recommendation. Major scope changes which significantly impact the benefits may require approval by the OCTA Board of Directors. If the applicant reduces the scope of an approved project a reduction in EMSD funds must be applied proportionally to maintain the approved local match percentage.

#### *Cost Savings.*

Reduced costs associated with a scope reduction will not be considered cost savings. Savings at project completion will either remain with OCTA or be returned to OCTA, if already paid out to the agency.

### Cost Increases

The EMSD Program will not cover project cost increases for awarded projects. Applicants commit to cover any cost increases beyond awarded funds and match requirements.

### Invoices and Reimbursements

Costs incurred prior to the start of the executed agreement will not be reimbursable unless requested by exception.

The EMSD Program requires that payments to the agency occur on a reimbursement basis, with exceptions for vehicle purchases noted below. Therefore, the lead agency must incur and pay for project costs prior to invoicing OCTA for reimbursement. The lead agency will be required to provide proper documentation with their invoices to validate that the expenditure was properly incurred. For applicants purchasing vehicles, they will be allowed to invoice up to 65% of the purchase order amount covered by OCTA upon receipt of a verifiable purchase order. The remaining 35% will be paid upon delivery and acceptance of the vehicle(s), consistent with the total project cost and considering the required match. Subsequently, the payments will be distributed to the lead agency, which then utilizes these funds to settle project costs, including payments to vendors for vehicle purchases.

Applicants may begin invoicing from the date their contract agreements with OCTA are executed. Reimbursements will be dispersed upon review and approval of a complete expense report, performance report, and consistency with the cooperative agreement requirements and specifications. Invoices for capital must be submitted no later than 30 days after the end of the month in which the expenditure occurred, with the exception for vehicle purchases. For operating projects, invoicing will be required at minimum on a quarterly basis consistent with the quarterly reporting schedule provided.

Applicants are expected to submit a final report form and closeout form within 90 days of project completion.

**2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines**

| Project Type                                                                                                                 | Reimbursement Process                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Capital:</b> Vehicles and Equipment                                                                                       | Vehicles: OCTA will pay up to 65% of the award amount (OCTA's share) of the cost up front, based on verifiable purchase order less the required match. The remaining 35% will be paid upon applicant's delivery and acceptance of the vehicle.<br><br>Any funding not initially paid out from the grant will be disbursed consistent with the total project cost and considering the required match, following confirmation of receipt of the vehicle and/or equipment. Applicants must submit an invoice no later than 30 days after the end of the month following vehicle acceptance. |
|                                                                                                                              | Equipment: Applicants incur the expense and request reimbursement from OCTA once the equipment has been delivered and accepted at the agency.                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Operating:</b> Operating Assistance, Mobility Management, Driver/Travel Training, and/or first and last-mile connections. | Applicants submit invoices to OCTA <u>on a quarterly basis</u> , less required match. (See quarterly reporting due dates below)                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

If awarded, successful applicants will enter into a cooperative agreement with OCTA specifying grant requirements.

## Reporting

Awarded applicants will be required to submit a quarterly report to allow OCTA to monitor progress on the project and ensure that the project will be completed within the period of performance of the grant. Quarterly reporting forms will be available on the [EMSD website](#). Awarded applicants should start submitting quarterly reports to OCTA once cooperative agreements are executed. Monthly data, see quarterly report templates, is to be submitted on a quarterly basis, in accordance with the reporting schedule below:

| Performance Period          | Quarterly Report Due Date |
|-----------------------------|---------------------------|
| Quarter 1: January-March    | April 30 <sup>th</sup>    |
| Quarter 2: April-June       | July 30 <sup>th</sup>     |
| Quarter 3: July-September   | October 30 <sup>th</sup>  |
| Quarter 4: October-December | January 30 <sup>th</sup>  |

The final invoice for vehicles must be submitted 30 days following the end of the month in which the expenditure occurred. The final invoice for operating must be submitted 30 days following the end of the quarter in which the expenditure occurred. Once the project is complete; the applicant is expected to submit a final report form and closeout from 90 days following issuance of final payment. Final report and closeout templates will be available on the [EMSD website](#) following the project award.

## Insurance Requirements

The following insurance is required, subject to change at the time of award:

- Commercial general liability (includes products/completed operations, independent contractors, contractual liability, personal injury liability, property damage) minimum limit \$1,000,000 per occurrence, \$2,000,000 general aggregate.
- Automobile liability insurance to include owned, hired, and non-owned autos combined single limit of \$1,000,000.
- Workers' compensation with limits as required by the State of California including a waiver of subrogation in favor of OCTA, its officers, directors, employees, or agents.
- Employers' liability with minimum limits of \$1,000,000.

## 2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines

Proof of coverage, including certificates and endorsements, will be required as part of the Cooperative Agreements if selected for funding. OCTA will reserve the right to request policy reviews in response to any loss.

### Additional Program Requirements

The following State and Federal requirements are required as part of the cooperative agreement and are subject to change at the time of the award. It is important to note that documentation of meeting these requirements could be reviewed, inspected and/or audited, in addition to the required reports that are to be submitted to OCTA by the OCTA Project Implementation contact at the discretion of said contact during their visits to your agency's operating site(s). The following requirements do not need to be included in the reports in their entirety so long as they can be verified in person and the required reporting forms are completed accurately.

### Required Drug and Alcohol Programs and Related Reporting

If awarded, applicants will be required to comply with the requirements of the Drug-Free Workplace Act of 1988, the California Drug-Free Workplace Act of 1990, and the U.S. Department of Transportation (USDOT) drug testing regulations. Applicants and their subcontractors performing safety-sensitive tasks are subject to the same regulations. Before finalizing any agreements, selected applicants must establish and enforce a substance abuse program in accordance with state and federal rules, with ongoing revisions to ensure compliance.

OCTA recognizes that some agencies may have existing Drug and Alcohol Programs in place. For example, tests used to comply with Federal Motor Carrier Safety Administration (FMCSA) requirements may also be used to comply with EMSD program requirements provided that they cover the same time period required.

Awarded applicants also agree to periodic reviews of the drug and alcohol testing program by OCTA and/or a designated representative. These reviews will encompass a thorough examination of program-related forms, documents, and procedures employed by the awarded applicant and its service agents, including the Collection Site, Drug Testing Laboratory, Medical Review Officer, Substance Abuse Professional, and Consortium/Third Party Administrator (if applicable). Any identified program deficiencies or findings must be promptly rectified. Corrective actions should be documented for review by authority staff or designated representatives.

Documentation supporting compliance with the aforementioned regulations must be provided to authorized representatives of USDOT or its operating administrations, the State of California oversight agency, or to OCTA and/or their designated representative to inspect the facilities and records associated with the implementation of the drug and alcohol testing program.

The awarded applicant is responsible for submitting an annual Drug and Alcohol Testing Report to OCTA using the current Drug and Alcohol Testing Management Information System (MIS) Data Collection Form published by the FTA. The annual reports are due no later than the 30<sup>th</sup> of the month following the close of each year. Forms can be found here: <https://www.transportation.gov/odapc/Part40/Appendix-J>.

- Close of each year (January – December) – on or by January 30<sup>th</sup> of the following year

Additionally on an annual basis, no later January 30<sup>th</sup> of each year following the close of the previous calendar year for review, applicants are required to:

- Submit to OCTA all required drug and alcohol testing data using the appropriate FTA prescribed forms; and
- Provide certifications for all Service Agents (Includes, but not limited to: The Collection Site for Urine Specimen Collectors, Breath Alcohol Technicians, Screening Test Technicians, Oral Fluid Collectors, Medical Review Officers, and Substance Abuse Professionals)

## 2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines

It is recommended that the individual(s) responsible for monitoring the applicant agencies Drug and Alcohol Program attend the Transportation Safety Institute's (TSIs) courses on:

1. Substance Abuse Management and Program Compliance (FT00465)
2. Reasonable Suspicion and Post-Accident Testing Determination Seminar (FT00566)

These courses are to be completed within one year or as soon as practical after initiating your program and included as part of the annual report (due January 30<sup>th</sup>). If your agency already has a Program in place and individuals who manage the Program, have previously completed trainings, please include applicable documentation as part of your annual report.

Given the courses are only offered once a year in June for 2024 (see: [https://www.transportation.gov/sites/dot.gov/files/2024-02/TSIFY-24TransitTrainingSchedulev.9\\_012424.pdf](https://www.transportation.gov/sites/dot.gov/files/2024-02/TSIFY-24TransitTrainingSchedulev.9_012424.pdf) for course schedule), course signup confirmations for the following year will be accepted as proof of intent to complete the courses at a later date. If your agency chooses to proceed with this option, you must be able to show proof of completion for the following years report. More information on the TSI, their courses, and instructions for how to sign up for and attending courses can be viewed in further detail here: <https://www.transportation.gov/tsi/transit-safety-and-security>.

An awarded applicant's failure to comply with these requirements may result in nonpayment or termination of any entered agreements.

### Required Driver Training for Vehicles

Applicants 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.

It is required that the individual(s) responsible for operating vehicles for the applicant agency complete the Passenger Assistance, Safety and Sensitivity (PASS) Basic Online course offered by the Community Transportation Association of America (CTAA). More information on the course and instructions to complete the industry standard training is available here: <https://ctaa.org/pass/>.

This course is to be completed within one year or as soon as practical after initiating your program and included as part of the annual report (due January 30<sup>th</sup>). If your operators have already completed the training, please include applicable documentation as part of your annual report. If your agency participates in another applicable and industry acceptable driver-related training, include this to satisfy this requirement.

### Required Maintenance for Vehicles and Equipment

Agency will perform, or ensure that a contracted vendor performs maintenance of all awarded vehicles including:

- Maintaining maintenance records for each vehicle for five (5) years; and
- If required, cooperation in annual motor coach carrier terminal inspections conducted by the California Highway Patrol (CHP).

### Useful Life Requirements for Capital Projects

If capital purchases (vehicles, equipment, software, etc.) are purchased with EMSD funds, it is expected that these items will be used for their entire useful life and/or through termination of the service (see timely use of funds). If termination occurs prior to the completion of the capital item's useful life and/or grant term, the applicant shall repay OCTA the same percentage of the sale price [or estimated value of the asset(s)] based on straight line depreciation of the asset(s) consistent with the EMSD percentage of initial purchase. Useful life shall be documented in project agreements.

## 2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines

### Submittal Requirements

A completed application will contain the following documents:

- Completed capital and/or operating application with corresponding attachments;
  - Application templates are available on the programs webpage, applications must be submitted following these templates or will not be considered;
- Non-profits must provide verification of non-profit status as “active”.
- Local cities or county agencies must submit documentation of public hearing(s);
- Resolution from governing body or similar confirming match commitment and legal authority to submit;
- Benefit-cost analyses for vehicle acquisitions if applicable;
- Any other required documents, such as documentation of reduced service (if applicable), copy of your agencies most recent financial statement or single audit if applicable and have previously received federal funding, vehicle photos, etc. (refer to application for required documents).

Incomplete applications will not be considered for funding, so please ensure that all submittals contain all the required documentation. Important documents regarding the 2024 EMSD Program are available on the [EMSD website](#).

Applicants to the 2024 EMSD Program will not be required to submit hard copy applications to OCTA. Electronic project applications for the 2024 EMSD call must be received by OCTA no later than 5pm **June 27, 2024**, via a SharePoint location, please email Denise Sifford at [dsifford1@octa.net](mailto:dsifford1@octa.net) or Vic Mireles at [vmireles@octa.net](mailto:vmireles@octa.net) for specific SharePoint file access.

Late applications will not be accepted or considered, so please ensure that you have uploaded all required documentation ahead of the application deadline. ***It is recommended to upload documents at least 48 hours ahead of the submittal deadline to allow for time for troubleshooting if needed.***

Information on how to submit electronic project applications will be posted prior to the call on the OCTA [EMSD website](#)<sup>4</sup>. Applicants to the 2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program will not be required to submit hard copy applications to OCTA. Hard copies of applications will not be accepted.

### OCTA Contacts

#### EMSD Program Managers

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#### **Project Implementation**

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<sup>4</sup> <https://www.octa.net/programs-projects/programs/funding-programs/call-for-projects/emsd-grant-program/>