



1 [Accept and Expend Grant - Federal Transportation Elderly and Disabled Specialized Transit  
2 Program - \$239,000]

3 **Resolution retroactively authorizing the Department of Public Health, Laguna Honda**  
4 **Hospital and Rehabilitation Center, to enter into the California Department of**  
5 **Transportation's Standard Agreement to accept and expend a grant of two medium**  
6 **sized transit shuttle vehicles and one large transit shuttle vehicle with a value of**  
7 **\$239,000 as part of the Federal Transportation Elderly and Disabled Specialized Transit**  
8 **Program for the period of October 9, 2013, through December 31, 2025.**

9  
10 WHEREAS, California Department of Transportation is the recipient of a grant award  
11 from the Federal Transit Administration supporting the Federal Transportation Elderly and  
12 Disabled Specialized Transit Program (FTA Section 5310); and

13 WHEREAS, With a portion of these funds, California Department of Transportation has  
14 subcontracted with San Francisco Department of Public Health, Laguna Honda Hospital and  
15 Rehabilitation Center to acquire two medium sized transit shuttle vehicles and one large  
16 transit shuttle vehicle with a value of \$239,000 for the period of October 9, 2013, through  
17 December 31, 2025; and

18 WHEREAS, As a condition of receiving the grant funds, California Department of  
19 Transportation requires the City to enter into an agreement (the "Agreement"), a copy of which  
20 is on file with the Clerk of the Board of Supervisors in File No. 150092; which is  
21 hereby declared to be a part of this resolution as if set forth fully herein; and

22 WHEREAS, On November 4, 2014, the Health Commission approved San Francisco  
23 Department of Public Health, Laguna Honda Hospital and Rehabilitation Center acquiring and  
24 operating two medium sized transit shuttle vehicles by entering a Standard Agreement with  
25

1 California Department of Transportation to obtain capital funding from the Federal Transit  
2 Administration Section 5310 program; and

3 WHEREAS, On December 16, 2014, the Health Commission approved San Francisco  
4 Department of Public Health, Laguna Honda Hospital and Rehabilitation Center acquiring and  
5 operating one large transit shuttle vehicle by entering a Standard Agreement with California  
6 Department of Transportation to obtain capital funding from the Federal Transit Administration  
7 Section 5310 program; and

8 WHEREAS, The purpose of this project is to replace the current shuttles that are being  
9 used to transport patients, visitors, and staff to and from the public transit stations and the  
10 hospital campus; and

11 WHEREAS, The Federal Transit Administration provides capital funding to address the  
12 transportation needs of elderly persons and persons with disabilities via its Section 5310  
13 program; and

14 WHEREAS, California Department of Transportation administers the Federal Transit  
15 Administration Section 5310 program in California; and

16 WHEREAS, California Department of Transportation has notified Laguna Honda  
17 Hospital and Rehabilitation Center that it has successfully completed the grant process  
18 enabling designation of Federal Transit Administration grant funds; and

19 WHEREAS, The Federal Transit Administration Section 5310 program provides up to a  
20 total of \$134,000 in funding towards the acquisition of two medium sized transit shuttle  
21 vehicles and \$105,000 in funding towards the acquisition of one large transit shuttle vehicle;  
22 and

23 WHEREAS, Vehicles are to be operated at Laguna Honda Hospital and Rehabilitation  
24 Center located at 375 Laguna Honda Boulevard, San Francisco, California 94116; and

25

1           WHEREAS, Laguna Honda Hospital and Rehabilitation Center provides transportation  
2 for patients, visitors, and staff between public transportation stations and the Laguna Honda  
3 Hospital and Rehabilitation Center campus; and

4           WHEREAS, Laguna Honda Hospital and Rehabilitation Center provides transportation  
5 to patients to and from services located in the community that support their care plan and  
6 assist with community reintegration; and

7           WHEREAS, A request for retroactive approval is being sought because San Francisco  
8 Department of Public Health did not receive notification of the award until October 14, 2014,  
9 for a project start date of October 9, 2013; and

10          RESOLVED, That San Francisco Department of Public Health, Laguna Honda Hospital  
11 and Rehabilitation Center is hereby authorized to enter into a contract with California  
12 Department of Transportation by executing the California Department of Transportation  
13 Standard Agreement to accept and acquire two medium sized transit shuttle vehicles and one  
14 large transit shuttle vehicle with a value of \$239,000 with Federal Transit Administration  
15 Section 5310 grant funding; and, be it

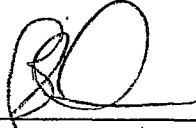
16          RESOLVED, That San Francisco Department of Public Health, Laguna Honda Hospital  
17 and Rehabilitation Center is hereby authorized to retroactively accept and expend two  
18 medium sized transit shuttle vehicles and one large transit shuttle vehicle with a value of  
19 \$239,000 from California Department of Transportation; and, be it

20          FURTHER RESOLVED, That DPH is hereby authorized to retroactively accept and  
21 expend the grant funds pursuant to San Francisco Administrative Code, Section 10.170-1;  
22 and, be it

23          FURTHER RESOLVED, That the Director of Health is authorized to enter into the  
24 agreement on behalf of the City.  
25

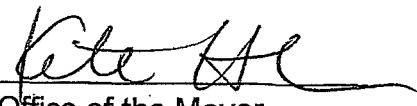
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

RECOMMENDED:

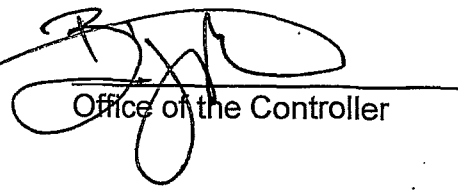


Barbara A. Garcia, MPA  
Director of Health

APPROVED:



Office of the Mayor



Office of the Controller



Edwin M. Lee  
Mayor

Barbara A. Garcia, MPA  
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Barbara A. Garcia, MPA  
Director of Health

DATE: December 10, 2014

SUBJECT: Grant Accept and Expend

GRANT TITLE: Federal Transportation Elderly and Disabled Specialized  
Transit Program (FTA Section 5310) - \$239,000

Attached please find the original and 4 copies of each of the following:

- Proposed grant resolution, original signed by Department
- Grant information form, including disability checklist -
- Budget and Budget Justification
- Grant application
- Agreement / Award Letter
- Other (Explain):

**Special Timeline Requirements:**

**Departmental representative to receive a copy of the adopted resolution:**

Name: Richelle-Lynn Mojica

Phone: 255-3555

Interoffice Mail Address: Dept. of Public Health, Grants Administration for  
Community Programs, 1380 Howard St.

Certified copy required Yes

No

**File Number:** \_\_\_\_\_  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **Federal Transportation Elderly and Disabled Specialized Transit Program (FTA Section 5310)**

2. Department: **Department of Public Health, Laguna Honda Hospital**

3. Contact Person: **William Frazier** Telephone: **415-759-3384**

4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: **\$239,000.00**

6a. Matching Funds Required: **\$0**

b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: **Federal Transit Administration**

b. Grant Pass-Through Agency (if applicable): **California Department of Transportation**

8. Proposed Grant Project Summary: **The Federal Transportation Administration (FTA) established a capital grants funding program entitled the Elderly and Disabled Specialized Transit Program, or FTA Section 5310. The program, administered by the California Department of Transportation (CALTRANS) addresses the transportation needs of elderly persons and persons with disabilities.**

**Laguna Honda Hospital and Rehabilitation Center (Laguna Honda) was successful in its application acquire transit vehicles via the FTA Section 5310 program. The application process was competitive, involving many nonprofit and public agencies throughout the State. The grant would enable Laguna Honda to acquire two medium shuttle vehicles and one large transit vehicle with a value not to exceed two hundred thirty-nine thousand dollars (\$239,000.00) from FTA Section 5310 funds.**

**The new vehicles are necessary to replace the current shuttles that are being used to transport patients, visitors, and staff to and from the public transit stations, (MUNI and BART) and the hospital campus, as well as to transport patients to and from services located in the community. The current shuttles are 20 years old and newer vehicles will enable the continuance of this very valuable transportation service.**

**CALTRANS would be responsible for the procurement of the vehicles and would transfer the vehicles to Laguna Honda.**

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: **October 9, 2013**

End-Date: **December 31, 2025**

10a. Amount budgeted for contractual services: **N/A**

b. Will contractual services be put out to bid? **No**

c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? **N/A**

d. Is this likely to be a one-time or ongoing request for contracting out? **N/A**

11a. Does the budget include indirect costs?  Yes  No

b1. If yes, how much? *N/A*

b2. How was the amount calculated? *N/A*

c1. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs? **In operating costs**

12. Any other significant grant requirements or comments: **The City and County of San Francisco, Department of Public Health, Laguna Honda Hospital and Rehabilitation Center will enter a standard agreement with CALTRANS. Laguna Honda will agree to the terms of the CALTRANS Disadvantaged Business Enterprise, Race Neutral Implementation Agreement. Laguna Honda is required to furnish a Bi-Annual Report on the use of the vehicles. Laguna Honda will allow CALTRANS to make bi-annual inspections of the vehicles to verify the condition and appropriate use of the vehicles. Laguna Honda will implement a Title VI anti-discrimination plan, which has been already approved by CALTRANS and is required for the utilization of federally funded vehicles. The acquisition of the vehicles will satisfy the requirements of the City's Healthy Air Clean Transportation Ordinance.**

GRANT CODE (Please include Grant Code and Detail in FAMIS): HLFTAV

**\*\*Disability Access Checklist\*\* (Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Existing Site(s) | <input checked="" type="checkbox"/> Existing Structure(s) | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s)       | <input type="checkbox"/> Rehabilitated Structure(s)       | <input type="checkbox"/> New Program(s) or Service(s)                 |
| <input type="checkbox"/> New Site(s)                 | <input type="checkbox"/> New Structure(s)                 |   |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

**Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:**

Ron Weigelt  
(Name)

Director of Human Resources and Interim Director, EEO, and Cultural Competency Programs  
(Title)

Date Reviewed: 12-11-14

*Julene C. Daem*  
(Signature Required)



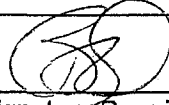
**Department Head or Designee Approval of Grant Information Form:**

Barbara A. Garcia, MPA  
(Name)

Director of Health  
(Title)

Date Reviewed:

12/12/14



(Signature Required)

**Laguna Honda Hospital and Rehabilitation Center**

**Elderly and Disabled Specialized Transit Program Grant  
Budget**

**Funded by the Federal Transit Administration, Section 5310  
October 9, 2013 – December 31, 2025**

<b>DIRECT COSTS</b>	<b>2015</b>	<b>All Years</b>	<b>Total</b>
<b>Capital, Vehicles</b>			
Purchase of two (2) medium shuttles and one (1) large shuttle vehicle. Vehicles will be procured by CalTrans in 2015.	\$239,000	\$239,000	\$239,000
<b>DEPRECIATION</b>	<b>Each Year</b>	<b>All Years</b>	<b>Total</b>
Depreciation of 3 shuttle vehicles over the approximate useful life of 10 years, based on acquisition of the vehicles in 2015	\$23,900	\$239,000	\$239,000

JAMES C. GHIEMMETTI, Chair  
CARL GUARDINO, Vice Chair  
BOB ALVARADO  
DARIUS ASSEMI  
YVONNE B. BURKE  
LUCETTA DUNN  
JAMES EARP  
DARIO FROMMER  
FRAN INMAN  
JOSEPH TAVAGLIONE

STATE OF CALIFORNIA

EDMUND G. BROWN Jr., Governor



SENATOR MARK DESAULNIER, Ex Officio  
ASSEMBLY MEMBER BONNIE LOWENTHAL, Ex Officio

Andre Boultras, Executive Director

## CALIFORNIA TRANSPORTATION COMMISSION

1120 N STREET, MS-52  
SACRAMENTO, CA 95814  
P. O. BOX 942873  
SACRAMENTO, CA 94273-0001  
FAX (916) 653-2134  
(916) 654-4245  
<http://www.catc.ca.gov>

October 9, 2013

TO: REGIONAL TRANSPORTATION PLANNING AGENCIES  
APPLICANTS FOR THE ELDERLY AND DISABLED TRANSIT PROGRAM

As required under Government Code section 14055.4, at its October 8, 2013 meeting in Modesto, the California Transportation Commission (Commission) held a public hearing for the Federal Transit Administration (FTA) Section 5310 Elderly and Disabled Specialized Transit Program.

Following the hearing, the Commission considered and adopted the Program of Projects (POP) for Federal Fiscal Year 2011-12 (FFY 2012), as shown in the enclosed resolution and project list.

The Commission also directed the Department of Transportation (Department) to allocate funds to projects on the adopted list down to the level of available federal funding as announced by the FTA.

The attached final FFY 2012 POP list is in priority order down to \$15.047 million, which is 110% of the estimated available federal funding. The list serves to clarify the relative sequence of funding for projects as well as offer a ready source of additional projects if projects within 100% are not deliverable or if additional funds above the original estimated amount become available.

The next step in the process is for the Department to verify all projects have been programmed and submit an application to FTA for funding. Next the Department will forward the standard agreement and procurement information to the successful applicants. If you have any questions regarding these processes, you may call the Department at their toll free number (888) 472-6816.

If you have any questions regarding the resolution or the list, please contact me at (916) 653-2072.

Sincerely,

  
JUAN GUZMAN  
California Transportation Commission

Enclosure

CALIFORNIA TRANSPORTATION COMMISSION  
ADOPTION OF FEDERAL FY 2011-12  
ELDERLY AND DISABLED TRANSIT PROGRAM



Resolution G-13-10

- 1.1 WHEREAS, Federal law (Title 49 U.S.C. Section 5310) provides for capital grants for the purpose of assisting private non-profit corporations and under certain circumstances, public agencies in providing transportation services to meet the needs of elderly persons and persons with disabilities for whom public mass transportation services are otherwise **unavailable, insufficient, or inappropriate**; and
- 1.2 WHEREAS, State law, AB 772 (Chapter 669, Statutes of 1996), placed three mandates on the Commission regarding the Program as follows:
1. The Commission shall direct the Department on how to allocate funds for the Program.
  2. The Commission shall establish an appeals process for the Program.
  3. The Commission shall hold at least one public hearing prior to approving its Program of Projects; and
- 1.3 WHEREAS, the Commission worked with a 15-member advisory committee made up of individuals from the Regional Transportation Agencies, state and local social service agencies, the California Association for Coordinated Transportation, the Department and Commission staff, to develop a Program process that will provide for a statewide ranked list of projects to be adopted by the Commission and funded by the Department; and
- 1.4 WHEREAS, the Commission adopted a process utilizing project scoring criteria and a State Review Committee consisting of representatives from the State Departments of Rehabilitation, Developmental Services, Aging and Transportation, with Commission staff acting in the role of facilitator/coordinator for the state committee; and
- 1.5 WHEREAS, the Commission's adopted Program process has been complied with and the public hearing has been held.
- 2.1 NOW THEREFORE BE IT RESOLVED, that the Commission adopts the attached list of projects, as recommended by Commission staff, as the Federal FY 2011-12 FTA Section 5310 Elderly and Disabled Transit Program; and
- 2.2 BE IT FURTHER RESOLVED that in adopting the list, the Commission hereby directs the Department to allocate funds for projects on that list down to the level of actual available funding, pursuant to California Government Code Section 14055.2(b).

**FTA SECTION 5310 ELDERLY AND DISABLED TRANSIT PROGRAM  
FFY 2011-12 STATEWIDE PRIORITIZED LIST  
(IN STATE SCORE PRIORITY ORDER)**

Agency	Co	Urban or Rural	Project	Type	Vin	Year	Miles	Match (Toll Credits)	FTA 5310 Share	Total Project \$	Cumulative (Federal \$)	State Score
Mountain Shadows Support Group, MSSG	SD	U&R	Modified Raised Top	R	46011	2004	72,500	\$ 5,735	\$ 44,285	\$ 50,000	\$ 50,000	100
Mountain Shadows Support Group, MSSG	SD	U&R	Modified Raised Top	R	47524	2005	184,995	\$ 5,735	\$ 44,265	\$ 50,000	\$ 100,000	100
Mountain Shadows Support Group, MSSG	SD	U&R	Medium Bus	R	85134	2003	101,224	\$ 7,685	\$ 59,315	\$ 67,000	\$ 167,000	100
Outreach & Escort, Inc.	SCL	U	Minivan	R	38704	2006	210,901	\$ 5,162	\$ 39,839	\$ 45,000	\$ 212,000	100
Outreach & Escort, Inc.	SCL	U	Minivan	R	36188	2006	206,050	\$ 5,162	\$ 39,839	\$ 45,000	\$ 257,000	100
Outreach & Escort, Inc.	SCL	U	Minivan	R	36457	2006	203,413	\$ 5,162	\$ 39,839	\$ 45,000	\$ 302,000	100
Outreach & Escort, Inc.	SCL	U	Minivan	R	37672	2006	175,308	\$ 5,162	\$ 39,839	\$ 45,000	\$ 347,000	100
Outreach & Escort, Inc.	SCL	U	Minivan	R	35520	2006	176,511	\$ 5,162	\$ 39,839	\$ 45,000	\$ 392,000	100
Outreach & Escort, Inc.	SCL	U	Minivan	R	36553	2006	181,435	\$ 5,162	\$ 39,839	\$ 45,000	\$ 437,000	100
Outreach & Escort, Inc.	SCL	U	Minivan	R	34575	2006	187,052	\$ 5,162	\$ 39,839	\$ 45,000	\$ 482,000	100
Outreach & Escort, Inc.	SCL	U	Minivan	R	39045	2006	196,825	\$ 5,162	\$ 39,839	\$ 45,000	\$ 527,000	100
Outreach & Escort, Inc.	SCL	U	Minivan	R	44952	2006	175,478	\$ 5,162	\$ 39,839	\$ 45,000	\$ 572,000	100
Outreach & Escort, Inc.	SCL	U	Minivan	R	45958	2006	180,807	\$ 5,162	\$ 39,839	\$ 45,000	\$ 617,000	100
Outreach & Escort, Inc.	SCL	U	Minivan	R	44580	2006	185,612	\$ 5,162	\$ 39,839	\$ 45,000	\$ 662,000	100
Outreach & Escort, Inc.	SCL	U	Minivan	R	45066	2006	178,175	\$ 5,162	\$ 39,839	\$ 45,000	\$ 707,000	100
Outreach & Escort, Inc.	SCL	U	Minivan	R	45008	2006	178,376	\$ 5,162	\$ 39,839	\$ 45,000	\$ 752,000	100
Outreach & Escort, Inc.	SCL	U	Base Station	OE				\$ 287	\$ 2,213	\$ 2,500	\$ 754,500	100
Outreach & Escort, Inc.	SCL	U	Mobile Radio (13)	OE				\$ 1,417	\$ 10,933	\$ 12,350	\$ 766,850	100
Fresno County Economic Opportunities Commission	FRE	U	Large Bus	R	85228	2004	205,254	\$ 8,373	\$ 64,627	\$ 73,000	\$ 839,850	99
Fresno County Economic Opportunities Commission	FRE	U	Large Bus	R	85236	2004	210,212	\$ 8,373	\$ 64,627	\$ 73,000	\$ 912,850	99
Fresno County Economic Opportunities Commission	FRE	U	Large Bus	R	85237	2004	228,911	\$ 8,373	\$ 64,627	\$ 73,000	\$ 985,850	99
Fresno County Economic Opportunities Commission	FRE	U	Large Bus	R	85238	2004	213,101	\$ 8,373	\$ 64,627	\$ 73,000	\$ 1,058,850	99
Fresno County Economic Opportunities Commission	FRE	U	Large Bus	R	85239	2004	218,525	\$ 8,373	\$ 64,627	\$ 73,000	\$ 1,131,850	99
Fresno County Economic Opportunities Commission	FRE	U	Large Bus	R	85241	2004	206,210	\$ 8,373	\$ 64,627	\$ 73,000	\$ 1,204,850	99
Fresno County Economic Opportunities Commission	FRE	U	Large Bus	R	85243	2004	218,015	\$ 8,373	\$ 64,627	\$ 73,000	\$ 1,277,850	99
Fresno County Economic Opportunities Commission	FRE	U	Large Bus	R	93881	2005	232,592	\$ 8,373	\$ 64,627	\$ 73,000	\$ 1,350,850	99
Fresno County Economic Opportunities Commission	FRE	U	Computer Hardware	OE				\$ 1,815	\$ 14,009	\$ 15,824	\$ 1,366,674	99
Home of Guiding Hands Corporation	SD	U&R	Medium Bus	R	64630	2003	97,500	\$ 7,685	\$ 59,315	\$ 67,000	\$ 1,433,674	99
Home of Guiding Hands Corporation	SD	U&R	Medium Bus	R	01501	2003	65,000	\$ 7,685	\$ 59,315	\$ 67,000	\$ 1,500,674	99
Abrazar	ORA	U	Small Bus	R	00121	2001	279,648	\$ 6,882	\$ 53,118	\$ 60,000	\$ 1,560,674	98
Abrazar	ORA	U	Small Bus	R	00142	2001	276,479	\$ 6,882	\$ 53,118	\$ 60,000	\$ 1,620,674	98
Abrazar	ORA	U	40 GPS Units	OE				\$ 1,147	\$ 8,853	\$ 10,000	\$ 1,630,674	98
Abrazar	ORA	U	10 Computers	OE				\$ 1,602	\$ 12,368	\$ 13,970	\$ 1,644,644	98
Abrazar	ORA	U	10 Restraints	OE				\$ 692	\$ 5,338	\$ 6,030	\$ 1,650,674	98
Abrazar	ORA	U	Mobile Radios (10)	OE				\$ 1,147	\$ 8,853	\$ 10,000	\$ 1,660,674	98
Mountain Shadows Support Group, MSSG	SD	U&R	Modified Raised Top	SE				\$ 5,735	\$ 44,265	\$ 50,000	\$ 1,710,674	98
Home of Guiding Hands Corporation	SD	U&R	Large Bus	SE				\$ 8,373	\$ 64,627	\$ 73,000	\$ 1,783,674	97
Home of Guiding Hands Corporation	SD	U&R	Base Station (2)	OE				\$ 574	\$ 4,427	\$ 5,000	\$ 1,788,674	97
Home of Guiding Hands Corporation	SD	U&R	Mobile Radios (15)	OE				\$ 1,721	\$ 13,280	\$ 15,000	\$ 1,803,674	97
Home of Guiding Hands Corporation	SD	U&R	Large Bus	SE				\$ 8,373	\$ 64,627	\$ 73,000	\$ 1,876,674	97
Mountain Shadows Support Group, MSSG	SD	U&R	Modified Raised Top	SE				\$ 5,735	\$ 44,265	\$ 50,000	\$ 1,926,674	97
Tehama County Opportunity Center, Inc.	TEH	R	Large Bus	R	18798	2007	251,468	\$ 8,373	\$ 64,627	\$ 73,000	\$ 1,999,674	97
Tehama County Opportunity Center, Inc.	TEH	R	Large Bus	R	18805	2007	240,747	\$ 8,373	\$ 64,627	\$ 73,000	\$ 2,072,674	97
Home of Guiding Hands Corporation	SD	U&R	Large Bus	SE				\$ 8,373	\$ 64,627	\$ 73,000	\$ 2,145,674	96
Home of Guiding Hands Corporation	SD	U&R	Large Bus	SE				\$ 8,373	\$ 64,627	\$ 73,000	\$ 2,218,674	96
UCP/Ride-On	SLO	R	Large Bus	R	85228	2003	287,500	\$ 8,373	\$ 64,627	\$ 73,000	\$ 2,291,674	96
UCP/Ride-On	SLO	R	Small Bus	R	26584	2008	234,257	\$ 6,882	\$ 53,118	\$ 60,000	\$ 2,351,674	96
UCP/Ride-On	SLO	R	Small Bus	R	28585	2008	255,910	\$ 6,882	\$ 53,118	\$ 60,000	\$ 2,411,674	96
Work Training Center	BUT	U	Large Bus	R	75414	2006	233,506	\$ 8,373	\$ 64,627	\$ 73,000	\$ 2,484,674	95
Work Training Center	BUT	U	Mobile Radios (3)	OE				\$ 344	\$ 2,656	\$ 3,000	\$ 2,487,674	95
Work Training Center	BUT	U	W/C restraints	OE				\$ 532	\$ 4,102	\$ 4,634	\$ 2,492,308	95
Mountain Shadows Support Group, MSSG	SD	U&R	Medium Bus	R	46503	2005	95,220	\$ 7,685	\$ 59,315	\$ 67,000	\$ 2,559,308	95
Mountain Shadows Support Group, MSSG	SD	U&R	Medium Bus	R	46504	2005	98,700	\$ 7,685	\$ 59,315	\$ 67,000	\$ 2,626,308	95
El Dorado County Transit Authority	ED	R	Larger Bus	R	18236	2003	211,116	\$ 12,044	\$ 92,956	\$ 105,000	\$ 2,731,308	94
El Dorado County Transit Authority	ED	R	Larger Bus	R	19885	2007	259,959	\$ 12,044	\$ 92,956	\$ 105,000	\$ 2,836,308	94

**FTA SECTION 5310 ELDERLY AND DISABLED TRANSIT PROGRAM  
FFY 2011-12 STATEWIDE PRIORITIZED LIST  
(IN STATE SCORE PRIORITY ORDER)**

Agency	Co	Urban or Rural	Project	Type	Vin	Year	Miles	Match (Toll Credits)	FTA 5310 Share	Total Project \$	Cumulative (Federal \$)	State Score
El Dorado County Transit Authority	ED	R	Minivan	R	63299	2008	161,414	\$ 5,182	\$ 39,838	\$ 45,000	\$ 2,881,308	94
City of Fresno Department of Transportation	FRE	U	Small Bus	R	32200	2004	280,663	\$ 8,882	\$ 53,118	\$ 60,000	\$ 2,841,308	94
City of Fresno Department of Transportation	FRE	U	Small Bus	R	64003	2005	259,423	\$ 8,882	\$ 53,118	\$ 60,000	\$ 3,001,308	94
City of Fresno Department of Transportation	FRE	U	Small Bus	R	64005	2005	292,428	\$ 8,882	\$ 53,118	\$ 60,000	\$ 3,061,308	94
City of Fresno Department of Transportation	FRE	U	Small Bus	R	64008	2005	295,885	\$ 8,882	\$ 53,118	\$ 60,000	\$ 3,121,308	94
City of Fresno Department of Transportation	FRE	U	Small Bus	R	64007	2005	298,054	\$ 8,882	\$ 53,118	\$ 60,000	\$ 3,181,308	94
City of Fresno Department of Transportation	FRE	U	Small Bus	R	64006	2005	285,165	\$ 8,882	\$ 53,118	\$ 60,000	\$ 3,241,308	94
City of Fresno Department of Transportation	FRE	U	Medium Bus	R	47758	2007	262,640	\$ 7,685	\$ 59,315	\$ 67,000	\$ 3,308,308	94
City of Fresno Department of Transportation	FRE	U	Medium Bus	R	47762	2007	270,723	\$ 7,685	\$ 59,315	\$ 67,000	\$ 3,375,308	94
City of Fresno Department of Transportation	FRE	U	CAD/AVL units	OE				\$ 4,577	\$ 35,323	\$ 39,900	\$ 3,415,208	94
Inyo-Mono Association for the Handicapped (IMAH)	INY	R	Medium Bus	SE				\$ 7,685	\$ 59,315	\$ 67,000	\$ 3,482,208	94
MST	MON	R	Medium Bus	R	72418	2006	295,912	\$ 7,685	\$ 59,315	\$ 67,000	\$ 3,549,208	94
MST	MON	R	Medium Bus	R	72419	2006	293,130	\$ 7,685	\$ 59,315	\$ 67,000	\$ 3,616,208	94
MST	MON	R	Medium Bus	R	59194	2007	266,999	\$ 7,685	\$ 59,315	\$ 67,000	\$ 3,683,208	94
MST	MON	R	Medium Bus	R	59195	2007	260,233	\$ 7,685	\$ 59,315	\$ 67,000	\$ 3,750,208	94
MST	MON	R	Medium Bus	R	51208	2007	245,368	\$ 7,685	\$ 59,315	\$ 67,000	\$ 3,817,208	94
MST	MON	R	Medium Bus	R	48320	2008	226,353	\$ 7,685	\$ 59,315	\$ 67,000	\$ 3,884,208	94
MST	MON	R	Medium Bus	R	52063	2008	259,989	\$ 7,685	\$ 59,315	\$ 67,000	\$ 3,951,208	94
MST	MON	R	Noctile Radios (16)	OE				\$ 1,835	\$ 14,165	\$ 16,000	\$ 3,967,208	94
Orange County Adult Achievement Center	ORA	U	Cameras (10)	OE				\$ 2,294	\$ 17,708	\$ 20,000	\$ 3,987,208	94
Orange County Adult Achievement Center	ORA	U	Mobile Data Terminals (3)	OE				\$ 2,181	\$ 16,836	\$ 19,017	\$ 4,006,225	94
Pace Solano	SOL	U	Small Bus	R	92746	2003	154,231	\$ 8,882	\$ 53,118	\$ 60,000	\$ 4,066,225	94
Pace Solano	SOL	U	Medium Bus	R	82257	2003	109,306	\$ 7,685	\$ 59,315	\$ 67,000	\$ 4,133,225	94
Pace Solano	SOL	U	Large Bus	R	67894	2003	183,050	\$ 8,373	\$ 64,627	\$ 73,000	\$ 4,206,225	94
Pace Solano	SOL	U	Large Bus	R	70669	2003	135,593	\$ 8,373	\$ 64,627	\$ 73,000	\$ 4,279,225	94
Pace Solano	SOL	U	Large Bus	R	67882	2003	145,128	\$ 8,373	\$ 64,627	\$ 73,000	\$ 4,352,225	94
Pace Solano	SOL	U	Large Bus	R	67895	2003	139,145	\$ 8,373	\$ 64,627	\$ 73,000	\$ 4,425,225	94
Pace Solano	SOL	U	Large Bus	R	65338	2003	86,012	\$ 8,373	\$ 64,627	\$ 73,000	\$ 4,498,225	94
Pace Solano	SOL	U	Large Bus	R	3765	1998	153,652	\$ 8,373	\$ 64,627	\$ 73,000	\$ 4,571,225	94
Abrazar	ORA	U	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 4,618,225	93
Abrazar	ORA	U	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 4,661,225	93
Abrazar	ORA	U	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 4,706,225	93
Abrazar	ORA	U	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 4,751,225	93
Friends of Adult Day Health Care Centers	SD	U&R	Medium Bus	N				\$ 7,685	\$ 59,315	\$ 67,000	\$ 4,818,225	93
Friends of Children with Special Needs	ALA	U	Medium Bus	SE				\$ 7,685	\$ 59,315	\$ 67,000	\$ 4,885,225	92
Friends of Children with Special Needs	ALA	U	Medium Bus	SE				\$ 7,685	\$ 59,315	\$ 67,000	\$ 4,952,225	92
UCP of Greater Sacramento, Inc.	SAC	U	Cameras (16)	OE				\$ 4,575	\$ 35,313	\$ 39,888	\$ 4,992,113	92
HCAR	HUM	R	Small Bus	R	42516	2001	77,029	\$ 6,882	\$ 63,118	\$ 60,000	\$ 5,052,113	91
HCAR	HUM	R	Computer Hardware/Software	OE				\$ 1,096	\$ 8,457	\$ 9,553	\$ 5,061,666	91
Gold Country Telecare, Inc.	NEV	R	Small Bus	R	77452	2001	225,530	\$ 6,882	\$ 53,118	\$ 60,000	\$ 5,121,666	91
Gold Country Telecare, Inc.	NEV	R	Large Bus	R	40387	2006	140,199	\$ 8,373	\$ 64,627	\$ 73,000	\$ 5,194,666	91
Gold Country Telecare, Inc.	NEV	R	Mobile Radios (4)	OE				\$ 459	\$ 3,541	\$ 4,000	\$ 5,198,666	91
Golden Rain Foundation Laguna Woods	ORA	U	Larger Bus	R	05971	1997	449,133	\$ 12,044	\$ 92,957	\$ 105,000	\$ 5,303,666	91
Golden Rain Foundation Laguna Woods	ORA	U	Larger Bus	R	05972	1997	438,872	\$ 12,044	\$ 92,957	\$ 105,000	\$ 5,408,666	91
Golden Rain Foundation Laguna Woods	ORA	U	Larger Bus	R	00173	2000	380,095	\$ 12,044	\$ 92,957	\$ 105,000	\$ 5,513,666	91
Horizon Cross Cultural Center	ORA	U	Modified Raised Top	R	30028	2008	168,009	\$ 5,735	\$ 44,265	\$ 50,000	\$ 5,563,666	91
Peppermint Ridge	RIV	U	Modified Raised Top	R	85640	2002	100,560	\$ 5,735	\$ 44,265	\$ 50,000	\$ 5,613,666	91
Peppermint Ridge	RIV	U	Mobile Radio (1)	OE				\$ 115	\$ 885	\$ 1,000	\$ 5,614,666	91
T.E.R.I., Inc.	SD	U&R	Minivan	R	85145	2004	218,087	\$ 5,162	\$ 39,839	\$ 45,000	\$ 5,659,666	91
T.E.R.I., Inc.	SD	U&R	Medium Bus	R	64651	2005	156,434	\$ 7,685	\$ 59,315	\$ 67,000	\$ 5,726,666	91
UCP/Ride-On	SLO	R	Small Bus	R	26566	2008	208,199	\$ 6,882	\$ 53,118	\$ 60,000	\$ 5,786,666	91
UCP/Ride-On	SLO	R	Minivan	SE				\$ 5,162	\$ 39,838	\$ 45,000	\$ 5,831,666	91

**FTA SECTION 5310 ELDERLY AND DISABLED TRANSIT PROGRAM  
FFY 2011-12 STATEWIDE PRIORITIZED LIST  
(IN STATE SCORE PRIORITY ORDER)**

Agency	Co	Urban or Rural	Project	Type	Vin	Year	Miles	Match (Toll Credits)	FTA 5310 Share	Total Project \$	Cumulative (Federal \$)	State Score
UCP/Ride-On	SLO	R	Medium Bus	SE				\$ 7,685	\$ 59,315	\$ 67,000	\$ 5,998,666	91
UCP/Ride-On	SLO	R	Large Bus	SE				\$ 8,373	\$ 64,627	\$ 73,000	\$ 5,971,666	91
UCP/Ride-On	SLO	R	Large Bus	SE				\$ 8,373	\$ 64,627	\$ 73,000	\$ 6,044,666	91
Work Training Center	BUT	U	Large Bus	R	72413	2006	213,413	\$ 8,373	\$ 64,627	\$ 73,000	\$ 6,117,666	90
Work Training Center	BUT	U	Large Bus	R	18796	2007	204,562	\$ 8,373	\$ 64,627	\$ 73,000	\$ 6,190,666	90
ARC Imperial Valley	IMP	U&R	Large Bus	SE				\$ 8,373	\$ 64,627	\$ 73,000	\$ 6,263,666	90
North of the River	KER	U	Minivan	R	54613	2005	172,234	\$ 5,162	\$ 39,839	\$ 45,000	\$ 6,308,666	90
North of the River	KER	U	(1) Recal & Recording	OE				\$ 918	\$ 7,082	\$ 8,000	\$ 6,316,666	90
North of the River	KER	U	Mobile Radios (6)	OE				\$ 688	\$ 5,312	\$ 6,000	\$ 6,322,666	90
ACCESS SERVICES INCORPORATED	LA	U	Minivan	R	11149	2008	204,707	\$ 5,162	\$ 39,839	\$ 45,000	\$ 6,367,666	90
ACCESS SERVICES INCORPORATED	LA	U	Minivan	R	11188	2008	203,021	\$ 5,162	\$ 39,839	\$ 45,000	\$ 6,412,666	90
ACCESS SERVICES INCORPORATED	LA	U	Minivan	R	0-	2008	202,911	\$ 5,162	\$ 39,839	\$ 45,000	\$ 6,457,666	90
ACCESS SERVICES INCORPORATED	LA	U	Minivan	R	11238	2008	201,787	\$ 5,162	\$ 39,839	\$ 45,000	\$ 6,502,666	90
ACCESS SERVICES INCORPORATED	LA	U	Minivan	R	0-	2008	201,540	\$ 5,162	\$ 39,839	\$ 45,000	\$ 6,547,666	90
ACCESS SERVICES INCORPORATED	LA	U	Minivan	R	11190	2008	201,319	\$ 5,162	\$ 39,839	\$ 45,000	\$ 6,592,666	90
ACCESS SERVICES INCORPORATED	LA	U	Minivan	R	0-	2008	199,594	\$ 5,162	\$ 39,839	\$ 45,000	\$ 6,637,666	90
ACCESS SERVICES INCORPORATED	LA	U	Minivan	R	49469	2008	199,486	\$ 5,162	\$ 39,839	\$ 45,000	\$ 6,682,666	90
ACCESS SERVICES INCORPORATED	LA	U	Minivan	R	0-	2008	199,385	\$ 5,162	\$ 39,839	\$ 45,000	\$ 6,727,666	90
ACCESS SERVICES INCORPORATED	LA	U	Minivan	R	10927	2008	199,077	\$ 5,162	\$ 39,839	\$ 45,000	\$ 6,772,666	90
ACCESS SERVICES INCORPORATED	LA	U	Minivan	R	54638	2008	199,063	\$ 5,162	\$ 39,839	\$ 45,000	\$ 6,817,666	90
ACCESS SERVICES INCORPORATED	LA	U	Minivan	R	0-	2008	198,911	\$ 5,162	\$ 39,839	\$ 45,000	\$ 6,862,666	90
ACCESS SERVICES INCORPORATED	LA	U	Minivan	R	66554	2008	198,396	\$ 5,162	\$ 39,839	\$ 45,000	\$ 6,907,666	90
Brethren Hillcrest Homes	LA	U	Large Bus	R	76001	2002	120,911	\$ 8,373	\$ 64,627	\$ 73,000	\$ 6,980,666	90
Angel View, Inc.	RIV	U&R	Larger Bus	SE				\$ 12,044	\$ 92,957	\$ 105,000	\$ 7,085,666	90
Angel View, Inc.	RIV	U&R	Larger Bus	SE				\$ 12,044	\$ 92,957	\$ 105,000	\$ 7,190,666	90
Mountain Shadows Support Group, MSSG	SD	U&R	Medium Bus	R	20846	2006	96,000	\$ 7,685	\$ 59,315	\$ 67,000	\$ 7,257,666	90
WATCH Resources, Incorporated	TUO	R	Modified Raised Top	R	48679	2004	107,294	\$ 5,735	\$ 44,265	\$ 50,000	\$ 7,307,666	90
WATCH Resources, Incorporated	TUO	R	Modified Raised Top	R	48680	2004	88,325	\$ 5,735	\$ 44,265	\$ 50,000	\$ 7,357,666	90
WATCH Resources, Incorporated	TUO	R	Medium Bus	R	69928	2004	188,310	\$ 7,685	\$ 59,315	\$ 67,000	\$ 7,424,666	90
WATCH Resources, Incorporated	TUO	R	Medium Bus	R	43156	2003	246,420	\$ 7,685	\$ 59,315	\$ 67,000	\$ 7,491,666	90
WATCH Resources, Incorporated	TUO	R	Medium Bus	R	43155	2003	155,205	\$ 7,685	\$ 59,315	\$ 67,000	\$ 7,558,666	90
WATCH Resources, Incorporated	TUO	R	Mobile Radios (6)	OE				\$ 584	\$ 4,508	\$ 5,093	\$ 7,563,759	90
El Dorado County Transit Authority	ED	R	Larger Bus	R	17741	2007	229,881	\$ 12,044	\$ 92,956	\$ 105,000	\$ 7,668,759	89
Redwood Coast Seniors	MEN	R	Small Bus	R	86207	2004	113,070	\$ 6,882	\$ 53,118	\$ 60,000	\$ 7,728,759	89
MST	MON	R	Medium Bus	R	52035	2008	217,025	\$ 7,685	\$ 59,315	\$ 67,000	\$ 7,795,759	89
Age Well	ORA	U	Minivan	R	80205	2000	184,598	\$ 5,162	\$ 39,839	\$ 45,000	\$ 7,840,759	89
Age Well	ORA	U	Large Bus	R	88959	1999	131,162	\$ 8,373	\$ 64,627	\$ 73,000	\$ 7,913,759	89
Age Well	ORA	U	Large Bus	R	10828	2001	117,728	\$ 8,373	\$ 64,627	\$ 73,000	\$ 7,986,759	89
Age Well	ORA	U	Large Bus	R	54342	2002	106,251	\$ 8,373	\$ 64,627	\$ 73,000	\$ 8,059,759	89
Age Well	ORA	U	Large Bus	R	54341	2002	122,278	\$ 8,373	\$ 64,627	\$ 73,000	\$ 8,132,759	89
Age Well	ORA	U	Large Bus	R	54343	2002	120,866	\$ 8,373	\$ 64,627	\$ 73,000	\$ 8,205,759	89
Age Well	ORA	U	Large Bus	R	76562	2002	137,821	\$ 8,373	\$ 64,627	\$ 73,000	\$ 8,278,759	89
Age Well	ORA	U	Large Bus	R	76563	2002	113,921	\$ 8,373	\$ 64,627	\$ 73,000	\$ 8,351,759	89
Age Well	ORA	U	Scheduling Software	OE				\$ 4,588	\$ 35,412	\$ 40,000	\$ 8,391,759	89
PRIDE Industries One, Inc.	PLA	U&R	Medium Bus	R	19364	2005	200,908	\$ 7,685	\$ 59,315	\$ 67,000	\$ 8,458,759	89
PRIDE Industries One, Inc.	PLA	U&R	Cameras (38)	OE				\$ 4,472	\$ 34,517	\$ 38,989	\$ 8,497,748	89
UCP of Greater Sacramento, Inc.	SAC	U	Large Bus	R	10176	2007	204,396	\$ 8,373	\$ 64,627	\$ 73,000	\$ 8,570,748	89
UCP of Greater Sacramento, Inc.	SAC	U	Large Bus	R	50161	2006	219,868	\$ 8,373	\$ 64,627	\$ 73,000	\$ 8,643,748	89
UCP of Greater Sacramento, Inc.	SAC	U	Large Bus	R	50160	2006	216,804	\$ 8,373	\$ 64,627	\$ 73,000	\$ 8,716,748	89
UCP of Greater Sacramento, Inc.	SAC	U	Large Bus	R	50159	2006	212,239	\$ 8,373	\$ 64,627	\$ 73,000	\$ 8,789,748	89
UCP of Greater Sacramento, Inc.	SAC	U	Large Bus	R	56069	2005	221,724	\$ 8,373	\$ 64,627	\$ 73,000	\$ 8,862,748	89
UCP of Greater Sacramento, Inc.	SAC	U	Large Bus	R	51813	2005	202,722	\$ 8,373	\$ 64,627	\$ 73,000	\$ 8,935,748	89
Tulare County Training Center for the Handicapped (dba ABLE Industries)	TUL	U&R	Small Bus	R	1443	2003	156,000	\$ 6,882	\$ 53,118	\$ 60,000	\$ 8,995,748	89
City of Eureka	HUM	R	Mobile Radio (3)	OE				\$ 161	\$ 1,240	\$ 1,401	\$ 8,997,149	88
City of Eureka	HUM	R	Base Station (2)	OE				\$ 363	\$ 2,803	\$ 3,166	\$ 9,000,315	88
Bakersfield ARC	KER	U	Minivan	R	25573	2006	189,351	\$ 5,735	\$ 44,265	\$ 50,000	\$ 9,050,315	88
Bakersfield ARC	KER	U	Minivan	R	32319	2006	205,452	\$ 5,735	\$ 44,265	\$ 50,000	\$ 9,100,315	88
Bakersfield ARC	KER	U	Minivan	R	08874	2003	246,827	\$ 5,735	\$ 44,265	\$ 50,000	\$ 9,150,315	88
Aids Services Foundation Orange County	ORA	U	Minivan	R	43189	2005	181,766	\$ 5,162	\$ 39,839	\$ 45,000	\$ 9,195,315	88
Desert Arc	RIV	U&R	Minivan	R	12129	2000	181,837	\$ 5,162	\$ 39,839	\$ 45,000	\$ 9,240,315	88
Desert Arc	RIV	U&R	Medium Bus (CNG)	R	78578	2002	230,396	\$ 10,438	\$ 80,562	\$ 91,000	\$ 9,331,315	88

**FTA SECTION 5310 ELDERLY AND DISABLED TRANSIT PROGRAM  
FFY 2011-12 STATEWIDE PRIORITIZED LIST  
(IN STATE SCORE PRIORITY ORDER)**

Agency	Co	Urban or Rural	Project	Type	Vin	Year	Miles	Match (Toll Credits)	FTA 5310 Share	Total Project \$	Cumulative (Federal \$)	State Score
Desert Arc	RIV	U&R	Large Bus	R	03151	2000	183,338	\$ 8,373	\$ 64,627	\$ 73,000	\$ 9,404,315	88
Easter Seals Superior CA	SAC	U&R	Large Bus	R	17880	1999	149,042	\$ 8,373	\$ 64,627	\$ 73,000	\$ 9,477,315	88
On Lok Senior Health Services	SF	U	Small Bus	R	31758	2004	9,858	\$ 8,882	\$ 53,118	\$ 50,000	\$ 9,537,315	83
Solano County Transit (SolTrans)	SOL	U	Computer Software	OE				\$ 4,325	\$ 33,383	\$ 37,708	\$ 9,575,023	88
Porterville Sheltered Workshop	TUL	U&R	Computer Hardware (5)	OE				\$ 631	\$ 4,874	\$ 5,505	\$ 9,580,528	88
Porterville Sheltered Workshop	TUL	U&R	Computer Software (Fleet Management)	OE				\$ 1,093	\$ 8,433	\$ 9,526	\$ 9,590,054	88
Porterville Sheltered Workshop	TUL	U&R	Hardware Copier/Fax/Scanner	OE				\$ 691	\$ 5,331	\$ 6,022	\$ 9,596,076	88
Yolo Adult Day Health Center	YOL	U&R	Medium Bus	R	62656	2003	126,440	\$ 7,885	\$ 59,315	\$ 67,000	\$ 9,663,076	88
Yolo Adult Day Health Center	YOL	U&R	Medium Bus	R	62655	2003	109,048	\$ 7,885	\$ 59,315	\$ 67,000	\$ 9,730,076	88
Orange County Adult Achievement Center	ORA	U	Large Bus	SE				\$ 8,373	\$ 64,627	\$ 73,000	\$ 9,803,076	87
San Diego Center for the Blind	SD	U&R	Medium Bus	SE				\$ 7,885	\$ 59,315	\$ 67,000	\$ 9,870,076	87
San Diego Center for the Blind	SD	U&R	Medium Bus, CNG	SE				\$ 10,438	\$ 80,562	\$ 91,000	\$ 9,961,076	87
Alzheimer's Services of the East Bay	ALA	U	Small Bus	R	83071	2002	171,073	\$ 6,882	\$ 53,118	\$ 60,000	\$ 10,021,076	86
Alzheimer's Services of the East Bay	ALA	U	Small Bus	R	23106	2002	211,638	\$ 6,882	\$ 53,118	\$ 60,000	\$ 10,081,076	86
Tarzana Treatment Center	LA	U	Large Bus	R	36498	1999	140,231	\$ 8,373	\$ 64,627	\$ 73,000	\$ 10,154,076	86
SunLine Transit Agency	RIV	U&R	Mobile Radios (2)	OE				\$ 229	\$ 1,771	\$ 2,000	\$ 10,156,076	86
St. Madeleine Sophie's Center	SD	U&R	Minivan	R	04250	2001	171,421	\$ 5,162	\$ 39,839	\$ 45,000	\$ 10,201,076	85
St. Madeleine Sophie's Center	SD	U&R	Minivan	R	55488	2002	247,510	\$ 5,162	\$ 39,839	\$ 45,000	\$ 10,246,076	86
St. Madeleine Sophie's Center	SD	U&R	Minivan	R	99080	2002	142,171	\$ 5,162	\$ 39,839	\$ 45,000	\$ 10,291,076	86
St. Madeleine Sophie's Center	SD	U&R	Minivan	R	99312	2002	124,582	\$ 5,162	\$ 39,839	\$ 45,000	\$ 10,336,076	86
St. Madeleine Sophie's Center	SD	U&R	Minivan	R	99451	2002	112,485	\$ 5,162	\$ 39,839	\$ 45,000	\$ 10,381,076	86
St. Madeleine Sophie's Center	SD	U&R	Small Bus	R	02041	2003	189,291	\$ 6,882	\$ 53,118	\$ 60,000	\$ 10,441,076	86
St. Madeleine Sophie's Center	SD	U&R	Large Bus	R	06557	1997	341,184	\$ 8,373	\$ 64,627	\$ 73,000	\$ 10,514,076	86
St. Madeleine Sophie's Center	SD	U&R	Large Bus	R	11109	1999	249,577	\$ 8,373	\$ 64,627	\$ 73,000	\$ 10,587,076	86
St. Madeleine Sophie's Center	SD	U&R	Mobile Radio (4)	OE				\$ 459	\$ 3,541	\$ 4,000	\$ 10,591,076	85
UCP/Ride-On	SLO	R	Large Bus	R	49308	2007	192,802	\$ 8,373	\$ 64,627	\$ 73,000	\$ 10,664,076	85
ARC Imperial Valley	IMP	U&R	Large Bus	R	59889	2007	209,231	\$ 8,373	\$ 64,627	\$ 73,000	\$ 10,737,076	85
ARC Imperial Valley	IMP	U&R	Larger Bus	R	14687	2005	251,877	\$ 12,044	\$ 92,957	\$ 105,000	\$ 10,842,076	85
North of the River	KER	U	Modified Raised Top	R	48536	2007	162,374	\$ 5,735	\$ 44,265	\$ 50,000	\$ 10,892,076	85
North of the River	KER	U	Modified Raised Top	R	24849	2007	158,845	\$ 5,735	\$ 44,265	\$ 50,000	\$ 10,942,076	85
City of Gendate	LA	U	Larger Bus	SE				\$ 12,044	\$ 92,957	\$ 105,000	\$ 11,047,076	85
Desert Arc	RIV	U&R	Large Bus	SE				\$ 8,373	\$ 64,627	\$ 73,000	\$ 11,120,076	85
Self Help for the Elderly	SF	U	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 11,165,076	85
Self Help for the Elderly	SF	U	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 11,210,076	85
Self Help for the Elderly	SF	U	Modified Raised Top	SE				\$ 5,735	\$ 44,265	\$ 50,000	\$ 11,260,076	85
Self Help for the Elderly	SF	U	Modified Raised Top	SE				\$ 5,735	\$ 44,265	\$ 50,000	\$ 11,310,076	85
Easy Lift Transportation	SB	U&R	Software	OE				\$ 4,588	\$ 35,412	\$ 40,000	\$ 11,350,076	85
Center for Elders' Independence	ALA	U	Medium Bus	SE				\$ 7,885	\$ 59,315	\$ 67,000	\$ 11,417,076	84
Center for Elders' Independence	ALA	U	Medium Bus	SE				\$ 7,885	\$ 59,315	\$ 67,000	\$ 11,484,076	84
Center for Elders' Independence	ALA	U	Medium Bus	SE				\$ 7,885	\$ 59,315	\$ 67,000	\$ 11,551,076	84
Center for Elders' Independence	ALA	U	Medium Bus	SE				\$ 7,885	\$ 59,315	\$ 67,000	\$ 11,618,076	84
Center for Elders' Independence	ALA	U	Medium Bus	SE				\$ 7,885	\$ 59,315	\$ 67,000	\$ 11,685,076	84
Center for Elders' Independence	ALA	U	Medium Bus	SE				\$ 7,885	\$ 59,315	\$ 67,000	\$ 11,752,076	84
Center for Elders' Independence	ALA	U	Medium Bus	SE				\$ 7,885	\$ 59,315	\$ 67,000	\$ 11,819,076	84
Center for Elders' Independence	ALA	U	Medium Bus	SE				\$ 7,885	\$ 59,315	\$ 67,000	\$ 11,886,076	84
Center for Elders' Independence	ALA	U	Mobile Radios (8)	OE				\$ 459	\$ 3,541	\$ 4,000	\$ 11,890,076	84
El Dorado County Transit Authority	ED	R	Larger Bus	R	19466	2007	202,029	\$ 12,044	\$ 92,958	\$ 105,000	\$ 11,995,076	84
El Dorado County Transit Authority	ED	R	Larger Bus	R	19771	2007	202,373	\$ 12,044	\$ 92,958	\$ 105,000	\$ 12,100,076	84
ARC Imperial Valley	IMP	U&R	Large Bus	SE				\$ 8,373	\$ 64,627	\$ 73,000	\$ 12,173,076	84
ARC Imperial Valley	IMP	U&R	Large Bus	SE				\$ 8,373	\$ 64,627	\$ 73,000	\$ 12,246,076	84
AltaMed Health Services Corporation	LA	U	Medium Bus	R	45843	1999	187,688	\$ 7,885	\$ 59,315	\$ 67,000	\$ 12,313,076	84
AltaMed Health Services Corporation	LA	U	Medium Bus	R	45844	1999	210,883	\$ 7,885	\$ 59,315	\$ 67,000	\$ 12,380,076	84
AltaMed Health Services Corporation	LA	U	Medium Bus	R	28025	2013	203,701	\$ 7,885	\$ 59,315	\$ 67,000	\$ 12,447,076	84
AltaMed Health Services Corporation	LA	U	Medium Bus	R	28029	2013	206,687	\$ 7,885	\$ 59,315	\$ 67,000	\$ 12,514,076	84
AltaMed Health Services Corporation	LA	U	Medium Bus	R	28327	2013	185,554	\$ 7,885	\$ 59,315	\$ 67,000	\$ 12,581,076	84
AltaMed Health Services Corporation	LA	U	Medium Bus	R	28028	2013	192,830	\$ 7,885	\$ 59,315	\$ 67,000	\$ 12,648,076	84
Tarzana Treatment Center	LA	U	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 12,693,076	84
Orange County Adult Achievement Center	ORA	U	Large Bus	R	43486	2006	157,472	\$ 8,373	\$ 64,627	\$ 73,000	\$ 12,766,076	84
Orange County Adult Achievement Center	ORA	U	Large Bus	R	43486	2006	131,019	\$ 8,373	\$ 64,627	\$ 73,000	\$ 12,839,076	84
Orange County Adult Achievement Center	ORA	U	Large Bus	R	48488	2008	148,811	\$ 8,373	\$ 64,627	\$ 73,000	\$ 12,912,076	84



**FTA SECTION 5310 ELDERLY AND DISABLED TRANSIT PROGRAM  
FFY 2011-12 STATEWIDE PRIORITIZED LIST  
(IN STATE SCORE PRIORITY ORDER)**

Agency	Co	Urban or Rural	Project	Type	Vin	Year	Miles	Match (Toll Credits)	FTA 5310 Share	Total Project \$	Cumulative (Federal \$)	State Score
Orange County Adult Achievement Center	ORA	U	Large Bus	R	43489	2006	169,394	\$ 8,373	\$ 64,627	\$ 73,000	\$ 12,985,076	84
Orange County Adult Achievement Center	ORA	U	Large Bus	R	43483	2006	173,155	\$ 8,373	\$ 64,627	\$ 73,000	\$ 13,058,076	84
Orange County Adult Achievement Center	ORA	U	Large Bus	R	01271	2006	178,826	\$ 8,373	\$ 64,627	\$ 73,000	\$ 13,131,076	84
SunLine Transit Agency	RIV	U&R	Medium Bus CNG	SE				\$ 10,438	\$ 80,562	\$ 91,000	\$ 13,222,076	84
SunLine Transit Agency	RIV	U&R	Medium Bus CNG	SE				\$ 10,438	\$ 80,562	\$ 91,000	\$ 13,313,076	84
Paratransit, Inc..	SAC	U	Rangers	OE				\$ 1,377	\$ 10,623	\$ 12,000	\$ 13,325,076	84
Laguna Honda Hospital and Rehabilitation Center	SF	U	Medium Bus	R	20108	1994	153,190	\$ 7,685	\$ 59,315	\$ 67,000	\$ 13,392,076	84
Laguna Honda Hospital and Rehabilitation Center	SF	U	Medium Bus	R	17650	1999	153,683	\$ 7,685	\$ 59,315	\$ 67,000	\$ 13,459,076	84
Laguna Honda Hospital and Rehabilitation Center	SF	U	Large Bus	R	92466	2000	38,146	\$ 12,044	\$ 92,957	\$ 105,000	\$ 13,564,076	84
Self Help for the Elderly	SF	U	Computer Hardware (10)	OE				\$ 2,390	\$ 18,450	\$ 20,840	\$ 13,584,916	84
Self Help for the Elderly	SF	U	Computer Software (10)	OE				\$ 488	\$ 3,754	\$ 4,240	\$ 13,589,156	84
Self Help for the Elderly	SF	U	Base Station	OE				\$ 287	\$ 2,213	\$ 2,500	\$ 13,591,656	84
Self Help for the Elderly	SF	U	Mobile Radio (11)	OE				\$ 1,262	\$ 9,738	\$ 11,000	\$ 13,602,656	84
											100% Line	
Lamorinda Spirit Van, City of Lafayette	CC	U	Medium Bus	R	23929	2002	240,353	\$ 7,685	\$ 59,315	\$ 67,000	\$ 13,669,656	83
City of Eureka	HUM	R	Small Bus	R	93809	2005	166,049	\$ 6,882	\$ 53,118	\$ 60,000	\$ 13,729,656	83
City of Eureka	HUM	R	Small Bus	R	93810	2005	167,212	\$ 6,882	\$ 53,118	\$ 60,000	\$ 13,789,656	83
Project Independence	ORA	U	Minivan	R	59545	2004	81,223	\$ 5,162	\$ 39,839	\$ 45,000	\$ 13,834,656	83
Project Independence	ORA	U	Minivan	R	58891	2004	123,314	\$ 5,162	\$ 39,839	\$ 45,000	\$ 13,879,656	83
Project Independence	ORA	U	Minivan	R	58211	2004	130,260	\$ 5,162	\$ 39,839	\$ 45,000	\$ 13,924,656	83
Project Independence	ORA	U	Minivan	R	56203	2004	121,482	\$ 5,162	\$ 39,839	\$ 45,000	\$ 13,969,656	83
Care-A-Van Transit	RIV	U&R	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 14,014,656	83
Care-A-Van Transit	RIV	U&R	Modified Raised Top	SE				\$ 5,735	\$ 44,265	\$ 50,000	\$ 14,064,656	83
Desert Arc	RIV	U&R	Large Bus CNG	SE				\$ 11,128	\$ 85,874	\$ 97,000	\$ 14,161,656	83
Friends of Moreno Valley Senior Center Inc.	RIV	U	Medium Bus	R	85802	2006	203,163	\$ 7,685	\$ 59,315	\$ 67,000	\$ 14,228,656	83
Paratransit, Inc..	SAC	U	Large Bus CNG	SE				\$ 11,128	\$ 85,874	\$ 97,000	\$ 14,325,656	83
Paratransit, Inc..	SAC	U	Large Bus CNG	SE				\$ 11,128	\$ 85,874	\$ 97,000	\$ 14,422,656	83
Paratransit, Inc..	SAC	U	Large Bus CNG	SE				\$ 11,128	\$ 85,874	\$ 97,000	\$ 14,519,656	83
Paratransit, Inc..	SAC	U	Large Bus CNG	SE				\$ 11,128	\$ 85,874	\$ 97,000	\$ 14,616,656	83
Paratransit, Inc..	SAC	U	Large Bus CNG	SE				\$ 11,128	\$ 85,874	\$ 97,000	\$ 14,713,656	83
Paratransit, Inc..	SAC	U	Large Bus CNG	SE				\$ 11,128	\$ 85,874	\$ 97,000	\$ 14,810,656	83
Friends of Adult Day Health Care Centers	SD	U&R	Minivan	N				\$ 5,162	\$ 39,839	\$ 45,000	\$ 14,855,656	83
Institute on Aging	SF	U	Wheelchair Tie Down Kit (5)	OE				\$ 3,206	\$ 24,744	\$ 27,950	\$ 14,883,606	83
Milestones Adult Development Center	SOL	U	Minivan	R	15723	1998	191,436	\$ 5,162	\$ 39,839	\$ 45,000	\$ 14,928,606	83
Milestones Adult Development Center	SOL	U	Small Bus	R	40576	2004	114,755	\$ 6,882	\$ 53,118	\$ 60,000	\$ 14,988,606	83
Milestones Adult Development Center	SOL	U	Wheelchair Tie Down Kit	OE				\$ 963	\$ 7,437	\$ 8,400	\$ 14,997,006	83
United Cerebral Palsy of Stanislaus County	STA	U	Modified Raised Top	SE				\$ 5,735	\$ 44,265	\$ 50,000	\$ 15,047,006	83
											110% Line	
City of Santa Ana	ORA	U	Medium Bus CNG	R	15636	2006	178,426	\$ 10,438	\$ 80,562	\$ 91,000	\$ 15,138,006	82
City of Santa Ana	ORA	U	Medium Bus CNG	R	28458	2006	166,239	\$ 10,438	\$ 80,562	\$ 91,000	\$ 15,229,006	82
City of Elk Grove/e-van	SAC	U	Minivan	R	31909	2006	239,601	\$ 5,162	\$ 39,839	\$ 45,000	\$ 15,274,006	82
City of Elk Grove/e-van	SAC	U	Minivan	R	51209	2006	261,604	\$ 5,162	\$ 39,839	\$ 45,000	\$ 15,319,006	82
City of Elk Grove/e-van	SAC	U	Minivan	R	31385	2006	279,518	\$ 5,162	\$ 39,839	\$ 45,000	\$ 15,364,006	82
Community Bridges	SCR	U&R	Minivan	R	27595	2003	128,783	\$ 5,162	\$ 39,839	\$ 45,000	\$ 15,409,006	82
Community Bridges	SCR	U&R	Minivan	R	71941	2000	146,915	\$ 5,162	\$ 39,839	\$ 45,000	\$ 15,454,006	82
Community Bridges	SCR	U&R	Mobile Data Computers (14)	OE				\$ 4,586	\$ 35,394	\$ 39,980	\$ 15,493,986	82
The Arc of Ventura County	VEN	U&R	Minivan	R	10303	2000	98,645	\$ 5,162	\$ 39,839	\$ 45,000	\$ 15,538,986	82
The Arc of Ventura County	VEN	U&R	Minivan	R	27065	2002	98,645	\$ 5,162	\$ 39,839	\$ 45,000	\$ 15,583,986	82
Bay Area Outreach and Recreation Program, Inc.	ALA	U	Large Bus	SE				\$ 8,373	\$ 64,627	\$ 73,000	\$ 15,556,986	81
City of Fortuna	HUM	R	Medium Bus	R	90417	2003	117,738	\$ 7,685	\$ 59,315	\$ 67,000	\$ 15,723,986	81
Desert Area Resource Training	KER	R	Mobile Radios (6)	OE				\$ 688	\$ 5,312	\$ 6,000	\$ 15,729,986	81
Desert Area Resource Training	KER	R	Computer Software	OE				\$ 918	\$ 7,082	\$ 8,000	\$ 15,737,986	81
Kings Rehabilitation Center Inc.	KIN	U	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 15,782,986	81
Kings Rehabilitation Center Inc.	KIN	U	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 15,827,986	81

**FTA SECTION 5310 ELDERLY AND DISABLED TRANSIT PROGRAM  
FFY 2011-12 STATEWIDE PRIORITIZED LIST  
(IN STATE SCORE PRIORITY ORDER)**

Agency	Co	Urban or Rural	Project	Type	Vin	Year	Miles	Match (Toll Credits)	FTA 5310 Share	Total Project \$	Cumulative (Federal \$)	State Score
Brethren Hillcrest Homes	LA	U	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 15,972,986	81
Institute for the Redesign of Learning	LA	U	Small Bus	R	34209	2008	124,825	\$ 6,882	\$ 53,118	\$ 60,000	\$ 16,932,986	81
Gold Country Telecare, Inc.	NEV	R	Larger Bus	R	18791	2007	189,107	\$ 12,043	\$ 92,957	\$ 105,000	\$ 18,037,986	81
Gold Country Telecare, Inc.	NEV	R	Large Bus	R	40388	2006	153,997	\$ 8,373	\$ 64,627	\$ 73,000	\$ 18,110,986	81
St. Madeleine Sophie's Center	SD	U&R	Small Bus	R	07281	2005	123,073	\$ 8,882	\$ 53,118	\$ 60,000	\$ 18,170,986	81
Milestones Adult Development Center	SOL	U	Computer Hardware	OE				\$ 229	\$ 1,770	\$ 1,999	\$ 18,172,985	81
Catholic Charities of the Diocese of Stockton	STA	U&R	Minivan	R	19360	2004	128,516	\$ 5,162	\$ 39,839	\$ 45,000	\$ 18,217,985	81
ARC Imperial Valley	IMP	U&R	Larger Bus	R	13345	2005	227,216	\$ 12,043	\$ 92,957	\$ 105,000	\$ 18,322,985	80
North of the River	KER	U	Modified Raised Top	R	02909	2005	132,765	\$ 5,735	\$ 44,265	\$ 50,000	\$ 18,372,985	80
North of the River	KER	U	Small Bus	R	30121	2003	135,520	\$ 8,882	\$ 53,118	\$ 60,000	\$ 18,432,985	80
Kings Rehabilitation Center Inc.	KIN	U	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 18,477,985	80
City of Vista	SD	U&R	Large Bus	R	13592	2005	103,747	\$ 8,373	\$ 64,627	\$ 73,000	\$ 18,550,985	80
St. Madeleine Sophie's Center	SD	U&R	Small Bus	SE				\$ 8,882	\$ 53,118	\$ 60,000	\$ 18,610,985	80
WATCH Resources, Incorporated	TUO	R	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 18,655,985	80
Ukiah Senior Center, Inc.	MEN	R	Medium Bus	R	85788	2008	92,922	\$ 7,885	\$ 59,315	\$ 67,000	\$ 18,722,985	79
Town of Truckee	NEV	R	Medium Bus	R	06133	2007	148,665	\$ 7,885	\$ 59,315	\$ 67,000	\$ 18,789,985	79
Town of Truckee	NEV	R	Medium Bus	R	05992	2007	157,288	\$ 7,885	\$ 59,315	\$ 67,000	\$ 18,856,985	79
PRIDE Industries One, Inc.	PLA	U&R	Larger Bus	R	13887	2007	207,013	\$ 12,044	\$ 92,957	\$ 105,000	\$ 18,951,985	79
Full Access & Coordinated Transportation, Inc.	SD	U&R	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 17,006,985	79
Full Access & Coordinated Transportation, Inc.	SD	U&R	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 17,051,985	79
Full Access & Coordinated Transportation, Inc.	SD	U&R	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 17,096,985	79
Full Access & Coordinated Transportation, Inc.	SD	U&R	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 17,141,985	79
Full Access & Coordinated Transportation, Inc.	SD	U&R	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 17,186,985	79
Full Access & Coordinated Transportation, Inc.	SD	U&R	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 17,231,985	79
Full Access & Coordinated Transportation, Inc.	SD	U&R	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 17,276,985	79
Full Access & Coordinated Transportation, Inc.	SD	U&R	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 17,321,985	79
Full Access & Coordinated Transportation, Inc.	SD	U&R	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 17,366,985	79
Full Access & Coordinated Transportation, Inc.	SD	U&R	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 17,411,985	79
Full Access & Coordinated Transportation, Inc.	SD	U&R	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 17,456,985	79
Full Access & Coordinated Transportation, Inc.	SD	U&R	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 17,501,985	79
Full Access & Coordinated Transportation, Inc.	SD	U&R	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 17,546,985	79
St. Madeleine Sophie's Center	SD	U&R	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 17,591,985	79
HOPE Rehabilitation Services	SCL	U	Small Bus	R	11941	1999	58,927	\$ 6,882	\$ 53,118	\$ 60,000	\$ 17,651,985	79
HOPE Rehabilitation Services	SCL	U	Small Bus	R	29530	1999	81,070	\$ 8,882	\$ 53,118	\$ 60,000	\$ 17,711,985	79
HOPE Rehabilitation Services	SCL	U	Small Bus	R	10329	2002	99,948	\$ 6,882	\$ 53,118	\$ 60,000	\$ 17,771,985	79
HOPE Rehabilitation Services	SCL	U	Small Bus	R	93904	1999	117,361	\$ 8,882	\$ 53,118	\$ 60,000	\$ 17,831,985	79
HOPE Rehabilitation Services	SCL	U	Small Bus	R	42431	2004	115,507	\$ 8,882	\$ 53,118	\$ 60,000	\$ 17,891,985	79
HOPE Rehabilitation Services	SCL	U	Small Bus	R	10456	1992	83,891	\$ 8,882	\$ 53,118	\$ 60,000	\$ 17,951,985	79
HOPE Rehabilitation Services	SCL	U	Small Bus	R	29207	1999	107,155	\$ 6,882	\$ 53,118	\$ 60,000	\$ 18,011,985	79
HOPE Rehabilitation Services	SCL	U	Small Bus	R	82284	1999	132,699	\$ 6,882	\$ 53,118	\$ 60,000	\$ 18,071,985	79
HOPE Rehabilitation Services	SCL	U	Small Bus	R	19799	2001	117,760	\$ 8,882	\$ 53,118	\$ 60,000	\$ 18,131,985	79
HELP of Ojai	VEN	U&R	Small Bus	R	32724	2003	93,588	\$ 8,882	\$ 53,118	\$ 60,000	\$ 18,191,985	79
Napa County Transportation and Planning Agency	NAP	U	Medium Bus	R	13821	1999	122,861	\$ 7,885	\$ 59,315	\$ 67,000	\$ 18,258,985	78
Napa County Transportation and Planning Agency	NAP	U	Medium Bus	R	12481	1999	168,870	\$ 7,885	\$ 59,315	\$ 67,000	\$ 18,325,985	78
Napa County Transportation and Planning Agency	NAP	U	Medium Bus	R	13818	1999	95,758	\$ 7,885	\$ 59,315	\$ 67,000	\$ 18,392,985	78
Easter Seals Superior CA	SAC	U&R	Large Bus	SE				\$ 8,373	\$ 64,627	\$ 73,000	\$ 18,465,985	78
Institute on Aging	SF	U	Large Bus	R	65672	2005	81,157	\$ 8,373	\$ 64,627	\$ 73,000	\$ 18,538,985	78
Institute on Aging	SF	U	Large Bus	R	65970	2005	71,522	\$ 8,373	\$ 64,627	\$ 73,000	\$ 18,611,985	78

**FTA SECTION 5310 ELDERLY AND DISABLED TRANSIT PROGRAM  
FFY 2011-12 STATEWIDE PRIORITIZED LIST  
(IN STATE SCORE PRIORITY ORDER)**

Agency	Co	Urban or Rural	Project	Type	Vin	Year	Miles	Match (Toll Credits)	FTA 5310 Share	Total Project \$	Cumulative (Federal \$)	State Score
Institute on Aging	SF	U	Large Bus	R	63998	2005	74,902	\$ 8,373	\$ 64,627	\$ 73,000	\$ 18,684,985	78
Institute on Aging	SF	U	Large Bus	R	65971	2005	82,836	\$ 8,373	\$ 64,627	\$ 73,000	\$ 18,757,985	78
Institute on Aging	SF	U	Large Bus	R	63997	2005	70,780	\$ 8,373	\$ 64,627	\$ 73,000	\$ 18,830,985	78
Institute on Aging	SF	U	Video Surveillance System (12)	OE				\$ 1,170	\$ 9,030	\$ 10,200	\$ 18,841,185	78
North and South of Market Adult Day Health Corp. (SteppingStone)	SF	U	Medium Bus	SE				\$ 7,685	\$ 59,315	\$ 67,000	\$ 18,908,185	78
North and South of Market Adult Day Health Corp. (SteppingStone)	SF	U	Medium Bus	SE				\$ 7,685	\$ 59,315	\$ 67,000	\$ 18,975,185	78
On Lok Senior Health Services	SF	U	Small Bus	R	23264	2006	85,860	\$ 6,882	\$ 53,118	\$ 60,000	\$ 19,035,185	78
On Lok Senior Health Services	SF	U	Small Bus	SE				\$ 6,882	\$ 53,118	\$ 60,000	\$ 19,095,185	78
On Lok Senior Health Services	SF	U	Small Bus	SE				\$ 6,882	\$ 53,118	\$ 60,000	\$ 19,155,185	78
On Lok Senior Health Services	SF	U	Small Bus	SE				\$ 6,882	\$ 53,118	\$ 60,000	\$ 19,215,185	78
On Lok Senior Health Services	SF	U	Small Bus	SE				\$ 6,882	\$ 53,118	\$ 60,000	\$ 19,275,185	78
On Lok Senior Health Services	SF	U	Small Bus	SE				\$ 6,882	\$ 53,118	\$ 60,000	\$ 19,335,185	78
On Lok Senior Health Services	SF	U	Small Bus	SE				\$ 6,882	\$ 53,118	\$ 60,000	\$ 19,395,185	78
NCI Affiliates, Inc.	SLO	R	Minivan	R	69550	2004	76,311	\$ 5,162	\$ 39,839	\$ 45,000	\$ 19,440,185	78
NCI Affiliates, Inc.	SLO	R	Minivan	R	68655	2004	84,767	\$ 5,162	\$ 39,839	\$ 45,000	\$ 19,485,185	78
Milestones Adult Development Center	SOL	U	Small Bus	R	08317	2005	181,790	\$ 6,882	\$ 53,118	\$ 60,000	\$ 19,545,185	78
Milestones Adult Development Center	SOL	U	Large Bus	R	06318	2007	152,549	\$ 8,373	\$ 64,627	\$ 73,000	\$ 19,618,185	78
Milestones Adult Development Center	SOL	U	Larger Bus	R	73528	2007	258,216	\$ 12,044	\$ 92,957	\$ 105,000	\$ 19,723,185	78
OPARC	SBD	U	Small Bus	SE				\$ 6,882	\$ 53,118	\$ 60,000	\$ 19,783,185	77
OPARC	SBD	U	Small Bus	SE				\$ 6,882	\$ 53,118	\$ 60,000	\$ 19,843,185	77
OPARC	SBD	U	Small Bus	SE				\$ 6,882	\$ 53,118	\$ 60,000	\$ 19,903,185	77
San Diego Center for the Blind	SD	U&R	Medium Bus	R	61207	2007	39,827	\$ 7,685	\$ 59,315	\$ 67,000	\$ 19,970,185	77
San Diego Center for the Blind	SD	U&R	Medium Bus	R	61211	2007	32,948	\$ 7,685	\$ 59,315	\$ 67,000	\$ 20,037,185	77
City of Glendale	LA	U	Minivan	R	61996	2008	129,731	\$ 5,162	\$ 39,839	\$ 45,000	\$ 20,082,185	76
Institute for the Redesign of Learning	LA	U	Small Bus	R	36073	2006	129,721	\$ 6,882	\$ 53,118	\$ 60,000	\$ 20,142,185	76
Institute for the Redesign of Learning	LA	U	Small Bus	R	59607	2006	119,721	\$ 6,882	\$ 53,118	\$ 60,000	\$ 20,202,185	76
ARC Imperial Valley	IMP	U&R	Larger Bus	R	13171	2005	217,901	\$ 12,043	\$ 92,957	\$ 105,000	\$ 20,307,185	75
North of the River	KER	U	Small Bus	R	18738	2008	137,485	\$ 6,882	\$ 53,118	\$ 60,000	\$ 20,367,185	75
Speech & Language Development Center	ORA	U	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 20,412,185	75
San Benito County LTA	SBD	R	Mobile Radios (3)	OE				\$ 344	\$ 2,656	\$ 3,000	\$ 20,415,185	75
United Christian Centers of Greater Sacramento	VAR	U	Small Bus	SE				\$ 6,882	\$ 53,118	\$ 60,000	\$ 20,475,185	75
Tarzana Treatment Center	LA	U	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 20,520,185	74
Speech & Language Development Center	ORA	U	Modified Raised Top	SE				\$ 5,735	\$ 44,265	\$ 50,000	\$ 20,570,185	74
Institute on Aging	SF	U	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 20,615,185	72
Institute on Aging	SF	U	Medium Bus	SE				\$ 7,685	\$ 59,315	\$ 67,000	\$ 20,682,185	72
Manteca CAPS	SJ	U	Medium Bus	SE				\$ 7,685	\$ 59,315	\$ 67,000	\$ 20,749,185	72
Manteca CAPS	SJ	U	Medium Bus	SE				\$ 7,685	\$ 59,315	\$ 67,000	\$ 20,816,185	72
Desert Area Resource Training	KER	R	Minivan	R	14666	2007	116,952	\$ 5,162	\$ 39,839	\$ 45,000	\$ 20,861,185	71
Desert Area Resource Training	KER	R	Minivan	R	28032	2007	143,291	\$ 5,162	\$ 39,839	\$ 45,000	\$ 20,906,185	71
Desert Area Resource Training	KER	R	Minivan	R	21466	2007	109,978	\$ 5,162	\$ 39,839	\$ 45,000	\$ 20,951,185	71
Desert Area Resource Training	KER	R	Minivan	R	40334	2007	138,789	\$ 5,162	\$ 39,839	\$ 45,000	\$ 20,996,185	71
Desert Area Resource Training	KER	R	Modified Raised Top	R	40872	2007	125,890	\$ 5,735	\$ 44,265	\$ 50,000	\$ 21,046,185	71
Desert Area Resource Training	KER	R	Modified Raised Top	R	40629	2007	134,526	\$ 5,735	\$ 44,265	\$ 50,000	\$ 21,096,185	71
City of Glendale	LA	U	Minivan	R	62031	2008	124,678	\$ 5,162	\$ 39,839	\$ 45,000	\$ 21,141,185	71
City of Glendale	LA	U	Minivan	R	62479	2008	120,173	\$ 5,162	\$ 39,839	\$ 45,000	\$ 21,186,185	71
City of Glendale	LA	U	Minivan	R	60656	2008	104,530	\$ 5,162	\$ 39,839	\$ 45,000	\$ 21,231,185	71
Edgewood Center for Children and Families	SF	U	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 21,276,185	71
Edgewood Center for Children and Families	SF	U	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 21,321,185	71
Edgewood Center for Children and Families	SF	U	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 21,366,185	71
Edgewood Center for Children and Families	SF	U	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 21,411,185	71
Institute on Aging	SF	U	Modified Raised Top	SE				\$ 5,735	\$ 44,265	\$ 50,000	\$ 21,461,185	71
ARC San Joaquin	SJ	U	Modified Raised Top	R	67,482	2006	142,181	\$ 5,735	\$ 44,265	\$ 50,000	\$ 21,511,185	71
Easter Seals Southern California	ORA	U	Modified Raised Top	SE				\$ 5,735	\$ 44,265	\$ 50,000	\$ 21,561,185	69
Easter Seals Southern California	ORA	U	Modified Raised Top	SE				\$ 5,735	\$ 44,265	\$ 50,000	\$ 21,611,185	69
Laguna Honda Hospital and Rehabilitation Center	SF	U	Minivan	SE				\$ 5,162	\$ 39,839	\$ 45,000	\$ 21,656,185	69
HOPE Rehabilitation Services	SCL	U	Small Bus	R	03316	2006	129,212	\$ 6,882	\$ 53,118	\$ 60,000	\$ 21,716,185	69

**FTA SECTION 5310 ELDERLY AND DISABLED TRANSIT PROGRAM  
FFY 2011-12 STATEWIDE PRIORITIZED LIST  
(IN STATE SCORE PRIORITY ORDER)**

Agency	Co	Urban or Rural	Project	Type	Vin	Year	Miles	Match (Toll Credits)	FTA 5310 Share	Total Project \$	Cumulative (Federal \$)	State Score
Milestones Adult Development Center	SCL	U	Large Bus	R	73534	2007	116,906	\$ 8,373	\$ 64,627	\$ 73,000	\$ 21,789,185	68
Milestones Adult Development Center	SCL	U	Large Bus	R	73531	2007	101,117	\$ 8,373	\$ 64,627	\$ 73,000	\$ 21,862,185	68
San Benito County LTA	SBD	R	Minivan	R	38515	2008	114,843	\$ 5,162	\$ 39,839	\$ 45,000	\$ 21,907,185	67
San Benito County LTA	SBD	R	Medium Bus	R	1432	2008	155,713	\$ 7,885	\$ 59,315	\$ 67,000	\$ 21,974,185	67
San Benito County LTA	SBD	R	Medium Bus	R	52880	2007	155,095	\$ 7,885	\$ 59,315	\$ 67,000	\$ 22,041,185	67
Catholic Charities of the Diocese of Stockton	STA	U&R	MDT (5)	OE				\$ 355	\$ 2,744	\$ 3,100	\$ 22,044,285	68
Catholic Charities of the Diocese of Stockton	STA	U&R	Computer Software	OE				\$ 4,232	\$ 32,568	\$ 36,800	\$ 22,081,185	66
Golden Age Center	TRI	R	Small bus	R	11344	1995	270,000	\$ 6,882	\$ 53,118	\$ 60,000	\$ 22,141,185	68
Napa County Transportation and Planning Agency	NAP	U	Mobile Radio (3)	OE				\$ 344	\$ 2,656	\$ 3,000	\$ 22,144,185	64
SHIELDS for Families	LA	U	Larger Bus	SE				\$ 12,044	\$ 92,957	\$ 105,000	\$ 22,249,185	83
Milestones Adult Development Center	SCL	U	Large Bus	R	39506	2008	122,348	\$ 8,373	\$ 84,627	\$ 73,000	\$ 22,322,185	63
City of Chowchilla	MAD	U&R	Computers (2)	OE				\$ 317	\$ 2,446	\$ 2,763	\$ 22,324,948	60
City of Chowchilla	MAD	U&R	Hardware Printer/Fax/Scanner	OE				\$ 23	\$ 176	\$ 199	\$ 22,325,147	60
City of Chowchilla	MAD	U&R	Mobile Radios (3)	OE				\$ 122	\$ 942	\$ 1,064	\$ 22,326,211	60
City of Chowchilla	MAD	U&R	Medium Bus	SE				\$ 7,685	\$ 59,315	\$ 67,000	\$ 22,393,211	58



FTA Section 5310  
Elderly & Disabled Specialized Transit  
Grant Application

Due to RTPA: March 11, 2013  
Due to Caltrans: May 13, 2013

*NOTE: Please complete all sections of this application. Applications with incomplete and/or missing information will not be considered for funding. Available in alternate formats by request.*

Agency (Applicant) Legal Name **Laguna Honda Hospital and Rehabilitation Center**

Physical Address (No P.O. Box) **375 Laguna Honda Blvd**

City **San Francisco** County **San Francisco** Zip **94116**

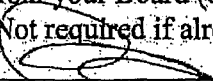
Contact Person (Grant Management) **Mike Llewellyn**

Phone **(415)759-2363** FAX **(415) 759-2374** E-Mail Address **mike.llewellyn@sfdph.org**

Name of Authorizing Representative certifying to the information contained in this application is true and accurate:

Printed Name: **Barbara A. Garcia** Title: **Director of Health**

Email Address: **barbara.garcia@sfdph.org**

Must attach a Resolution of Authority from your Board (original document) for the person signing all documents on behalf of your agency. (Not required if already on file with this program) (Appendix K)  
Signature (Authorizing Representative) 

Service Area (Indicate all areas served by the project) **The City and County of San Francisco**

Regional Transportation Planning Agency (RTPA): **Metropolitan Transportation Commission (MTC)**

RTPA contact name, phone, and email address: **Drennen Shelton; (510)8175909;dshelton@mtc.ca.gov**

California Department of Transportation  
Division of Mass Transportation, MS 39  
P.O. Box 942874  
1120 N Street, Room 3300  
Sacramento, CA 95814  
<http://www.dot.ca.gov/hq/MassTrans/5310.html>

## APPLICANT CHECKLIST and TABLE OF CONTENTS

Applicants should use this checklist to ensure that all applicable parts of the application and attachments are completed and submitted.

PART I - APPLICANT ELIGIBILITY	Page
<input type="checkbox"/> COORDINATED PLAN CERTIFICATION	3
<input type="checkbox"/> CURRENT GRANT SUBRECIPIENT - COMPLIANCE	4
<input type="checkbox"/> PROJECT NEED	5
Private Or Public Agency	
<input type="checkbox"/> PRIVATE NONPROFIT AGENCY - CORPORATION STATUS	6
<ul style="list-style-type: none"> <li>• Attach: Corporation status inquiry</li> </ul>	
<input type="checkbox"/> PUBLIC AGENCY - CORPORATION CERTIFICATION	7
<ul style="list-style-type: none"> <li>• Attach: Public agency hearing contact letter</li> <li>• Attach: Public agency resolution</li> <li>• Attach: Public agency designation letter or proof of public hearing AND agency findings resolution</li> </ul>	
<input type="checkbox"/> GENERAL CERTIFICATIONS AND ASSURANCES SUMMARY	8
<input type="checkbox"/> AGENCY PROFILE	9/10
<ul style="list-style-type: none"> <li>• Attach: Supporting documentation (i.e. map of service area, brochure, Title VI documentation)</li> </ul>	
PART II - FUNDING REQUEST	
<input type="checkbox"/> ELIGIBLE CAPITAL EXPENSES	11
<ul style="list-style-type: none"> <li>• Attach: 3 like-kind estimates for other equipment requests (non vehicles)</li> </ul>	
<input type="checkbox"/> REPLACEMENT/SERVICE EXPANSION VEHICLES	13
<ul style="list-style-type: none"> <li>• Attach: Photograph of replacement vehicle</li> </ul>	
<input type="checkbox"/> OTHER EQUIPMENT	14
PART III - SCORING CRITERIA	
<input type="checkbox"/> ABILITY OF APPLICANT	15
<ul style="list-style-type: none"> <li>• For maximum points, attachments required for each question</li> </ul>	
<input type="checkbox"/> COORDINATED PLAN REQUIREMENTS	19
<input type="checkbox"/> COORDINATION - USE OF VEHICLE / EQUIPMENT	21
<input type="checkbox"/> EXISTING TRANSPORTATION SERVICES TABLE	22
<input type="checkbox"/> PROPOSED TRANSPORTATION SERVICES TABLE	23
<input type="checkbox"/> OTHER EQUIPMENT	24
<input type="checkbox"/>	
<input type="checkbox"/>	

**PART I - APPLICANT ELIGIBILITY**

***Coordinated Plan Certification***

*Reference: FTA C 9070.1F Sec V*

The projects selected for funding under the Section 5310 program must be "derived from a locally developed, coordinated public transit-human services transportation plan" (Coordinated Plan) that was "developed through a process that includes representatives of public, private, and non-profit transportation and human services providers and participation by members of the public." (Circular, V-5)

For additional information see the California Coordinated Plan Resource Center website at <http://www.dot.ca.gov/hq/MassTrans/Coord-Plan-Res.html>

**Required Elements.** Projects shall be derived from a coordinated plan that minimally includes four elements and a level consistent with available resources and the complexity of the local institutional environment. (Circular, V-2)


**Adoption of a Plan.** As part of the local coordinated planning process, the lead agency in consultation with participants should identify the process for adoption of the plan. This grant application must document the local plan from which each project is derived, including the lead agency, the date of adoption of the plan, or other appropriate identifying information. (Circular, V-7& V-8)

*Lead agencies may develop a list of applicants for their region. The applicant will attach this list to the application in lieu of the required signature of lead agency. The list must include all information requested below including the signature of the lead agency representative.*

**Coordinated Plan Lead Agency**

Name of Lead Agency responsible for preparation of the Coordinated Plan and certifying the project(s) were derived from the Coordinated Plan: <b>Metropolitan Transportation Commission (MTC)</b>	
Title of Coordinated Plan <b>Coordinated Public Transit/Human Services Transportation Plan, Elderly and Disabled Component</b>	Date Plan Adopted <b>December 19, 2007, MTC Resolution No.3787</b>
Agency Representative Name (Print) <b>See attached letter from MTC</b>	Title <b>See attached letter from MTC</b>
Signature <b>See attached letter from MTC</b>	Date <b>See attached letter from MTC</b>

**Grant Applicant Certification**

I certify that the project in this application is derived from the aforementioned Coordinated Plan:	
Agency (Applicant) Legal Name <b>Laguna Honda Hospital and Rehabilitation Center</b>	
Authorizing Agency Representative (Print) <b>Barbara A. Garcia</b>	Title <b>Director of Health</b>
Signature 	Date <b>March 8, 2013</b>

## PART I – APPLICANT ELIGIBILITY

### ***Current Grant Subrecipient - Compliance***

If you are a **current** grant subrecipient and are not compliant with all FTA Section 5310 Elderly and Disabled Specialized Transit Program requirements you will not be eligible to apply for grant funds until compliance has been determined. You must be in compliance at time of application submittal.

The Section 5310 Elderly and Disabled Specialized Transit Program requires semi-annual milestone reporting as stated in Exhibit D of the Standard Agreement below:

*11. Semi-Annual Milestone Reporting. The CONTRACTOR shall submit a Semi-Annual Milestone Report of its use of PROJECT equipment within thirty (30) calendar days after the close of each federal reporting period. The federal reporting periods are: 1) October 1 – March 31; 2) April 1 – September 30. (Semi-Annual Milestone Reports are due no later than April 30, and October 30 of each calendar year.) The report shall contain information requested by the STATE to indicate the extent to which the CONTRACTOR is carrying out the PROJECT in accordance with the terms of this contract. Failure to meet these requirements shall be considered grounds for PROJECT Termination as described in Exhibit C of this Agreement.*

	Yes	No
Does your agency have active vehicles purchased with a 5310 grant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, is your agency currently in compliance with their 5310 Standard Agreement?	<input type="checkbox"/>	<input type="checkbox"/>
Attach a copy of the last semi-annual milestone report and the current Certificate of Liability Insurance submitted to the Division of Mass Transportation Section 5310 office listing all vehicles and required data.		



## PART I – APPLICANT ELIGIBILITY

---

### *Project Need*

Title 49 U.S.C. 5310(a)(2) provides that a State may allocate apportioned funds to a private non-profit organization if public transportation service provided under Section 5310(a)(1) is unavailable, insufficient, or inappropriate.

All applicants must provide current documentation supporting the stated transportation needs. The documentation must be attached as an appendix and its relevance discussed within the narrative (e.g., testimony or findings from a Transportation Development Act (TDA) Article 8 hearing, recognized studies or the region's Coordinated Plan).

#### A. Check the appropriate box below as applicable. One box must be checked.

**Unavailable**

There is no existing public transportation or Paratransit (e.g., ADA Paratransit, fixed route, dial-a-ride services) in the proposed project service area available to serve the described target population.

**Insufficient**

Available public transportation and Paratransit services are insufficient to meet the needs of the target population or equipment needs replacement to ensure continuance of service. (Examples: service at capacity service parameters, routes, hours, need not met due to eligibility and/or trip criteria, projected future need, vehicles inaccessible, etc.)

**Inappropriate**

Target population has unique or special needs that are difficult or impossible to serve on available public transportation and/or Paratransit. (Example: lack of wheelchair accessibility.)

#### B. Existing Transit Service

Describe how existing public transit or public Paratransit, including fixed-route, dial-a-ride, ADA complementary Paratransit and private Paratransit do not serve the population in your service area.

There is a comprehensive public transit system (e.g., bus, muni) in the City and County of San Francisco operated by San Francisco Municipal Transportation Agency. SFMTA fixed route service provides paratransit services in San Francisco but it is insufficient for Laguna Honda Hospital needs because of the following:

Laguna Honda Hospital and Rehabilitation Center (LHH) is located at the top of a hill; a 0.7 miles away from the nearest public transportation. To provide access to public transportation for our patients (780 seniors and adults with disabilities) LHH runs its own paratransit shuttle service to and from the nearby Muni Metro Forest Hill station during peak demand hours (replacing a local Muni connection that was discontinued in December 2009 due to budget cuts – Refer Appendix A-7). Visitors, seniors, and adults with disabilities rely on this paratransit services to get to/from Laguna Honda and Forest Hill Station because of the challenges of embarking on steep slopes and longer distances.

LHH tracks ridership on the shuttles for each run; the daily average for weekdays is 146 passengers for service between 6:00 am to 6:30 pm. Weekend ridership is lower, at 21 passengers each day for service between 9:45 am and 2:45 pm. (Appendix A-3).

Both the staff at LHH and our patients express the need for better connectivity, whether it is paratransit or fixed-route service. Many residents feel frustrated at the difficulty making "effective use of the fixed-route system and referred to the needs to enhance accessibility of vehicles" (ES-4 of the Coordinated Plan).

Additionally, LHH provides transport to patients to and from services located in the community that support their care plan and assist with community re-integration. There is a serious gap of getting patients to needed community services or to link them to housing, health, and support programs because of limited vehicle availability. The request for expansion of service and replacement vehicles will sustain transportation service to key activity centers in the community for seniors and adult with disabilities. Moreover, it will enhance our fleet capacity with appropriate equipment services to accommodate our large demand of seniors and adult with disabilities. LHH has an average daily census of 780 with an annual patient population of 1,143 all of whom are seniors and people with disabilities requiring skilled nursing level care. Seventy-five percent of the patients are in wheelchairs and dependent on lift users.

LHH is requesting funding from this grant to procure four (4) Elderly & Disabled Specialized transit vehicles to maintain and improve upon our existing Paratransit services. The request includes one expansion vehicle and three replacement vehicles. The vehicle will be used for the following purposes:

(1) to provide an accessible connection to MUNI to the 780 residents who qualify as the target population for this grant, as well as employees, visitors, and volunteers many whom are also disabled seniors,

(2) to transport patients to and from San Francisco General Hospital, other community appointments and housing options that will help to ready them for community re-integration and discharge. The Social Services department depends on wheelchair accessible vans for all activities related to discharge. Occupational Therapy relies on the same vehicles to connect patients to community services that provide basic living skills to prepare them for community reintegration. Existing paratransit is not appropriate for the specialized trips used by the social services and occupational therapy departments, which include same day requests, intra-county services, require time-certain arrivals. The lack of wheel chair accessible vehicles for these activities presents a challenge, and both departments have said they would have the ability to provide more needed activities if additional vehicles were available. Hours of operation will be between 8am and 5pm, M-F for an estimated 30 hours per week depending on frequency of hospital discharges and occupational therapy trips and

(3) provide service to our disabled and senior patient to attend community outings and recreational activities that support their care plan and prepare them for community living. The bus LHH seeks to replace is over 13 years old, and cost the city over \$22,000 in maintenance and repairs in FY 2012. A new activity bus will not only reduce maintenance costs, but will ensure continuity of resident activities and improve LHH's quality of care.

## **PART I—APPLICANT ELIGIBILITY**

---

### ***Private Nonprofit Agency—Corporation Status Inquiry and Certification***

If you are claiming eligibility as a Section 5310 applicant based on your status as a private nonprofit organization, you must obtain verification of your incorporation number and current legal standing from the California Secretary of State Information Retrieval/Certification & Records Unit (IRC Unit). The "Status Inquiry" document must be attached as an appendix to the application. To assist you in obtaining this information, use one of the following two methods:

1. To obtain Corporate Records Information over the Internet, go to: <http://kepler.sos.ca.gov> and enter your agency name. If you are active, print the page and use that as proof. If you are not active, go to page 2 and follow the directions. If the verification of your status is not available at the time you submit your application, you must indicate the date on which you requested the verification and the estimated date it will be forwarded to the Section 5310 Elderly and Disabled Specialized Transit Program.
2. If you are unable to locate the information on line, you can obtain the "Status Inquiry" document by making a written request to:

**Secretary of State  
Information Retrieval/Certification Unit (IRC)  
1500 11th Street, 3<sup>rd</sup> Floor, Sacramento, CA 95814  
(916) 653-6814**

**Do not submit articles of incorporation, bylaws or tax status documentation.**

---

**Private Nonprofits**

---

**Legal Name of Non-profit Applicant: Laguna Honda Hospital is NOT a private nonprofit agency**

---

**State of California Articles of Incorporation Number: Laguna Honda Hospital is NOT a private nonprofit agency**

---

**Date of Incorporation: Laguna Honda Hospital is NOT a private nonprofit agency**

---

**PART I—APPLICANT ELIGIBILITY**

***Public Agency Certification***

49 U.S.C. 5310(a)(2) provides that a State may allocate apportioned funds to a governmental authority provided that: 1) the governmental authority is approved by the State to coordinate services for elderly individuals and individuals with disabilities; and 2) there are no non-profit organizations readily available in the area to provide the special services.

A public agency must certify that no non-profit agencies are readily available to provide the proposed service, by completing and signing the "Public Agency Certification" below. A public hearing is a required part of the application process and should be completed between the Call for Projects release date and the due date of the application to the RTPA. If a public hearing has been scheduled, but not completed by this date, write the scheduled hearing date in the space provided at the bottom of the Certification. Under no circumstances will the Department accept missing documentation relative to this Certification after the Caltrans due date.

**Public Agencies**

Check one and provide the following as instructed:

- a)  Certifying to the Governor that no non-profit corporations or associations are readily available in the service area to provide the proposed service.

*Note: If a hearing is scheduled but has not yet been held, follow instructions provided below (shown in italics), under each specific item.*

- 1. Submit proof of a public hearing notice and a copy of the contact letter sent to non-profit transportation providers informing them of the hearing. *If the hearing has not been held prior to the application's submittal to the RTPA, then proof of the scheduled public hearing date must be submitted to both Caltrans and the RTPA prior to the final application due date.*
- 2. Submit a resolution that no non-profit agencies are readily available to provide the proposed service. *If a hearing has not yet been held, submit the resolution following the hearing.*
- 3. Complete Public Agency Certification. *If a hearing has not yet been held, submit certification following the hearing. (A hearing will be held on May 1, 2013 at 2pm at the Department of Public Health headquarters, 101 Grove Street, SF CA 94102- (Refer to Appendix H-2))*
- 4. Submit proof of contact with all non-profit transportation providers regarding notice of public hearing. (Refer to Appendix H 1)

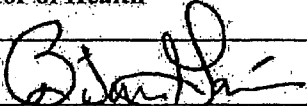
- b)  Approved by the State to coordinate services for elderly individuals and individuals with disabilities, including CTSA's designated by the RTPA.

- 1. Submit current designation letter.

**Certification of No Readily Available Service Providers**

The public agency, \_\_\_\_\_, certifies that there are no non-profit agencies readily available to provide the service proposed in this application.

**Certifying Representative**

Name (print): <b>Barbara A. Garcia</b>	
Title (print): <b>Director of Health</b>	
Signature: 	Date: <b>March 8, 2013</b>
Date of Hearing: <b>May 1<sup>st</sup>, 2013</b>	

## PART I - APPLICANT ELIGIBILITY

### ***General Certifications and Assurances Summary***

The original "General Certifications and Assurances" shall be signed and dated in blue ink.


Use the legal name of your agency exactly as it appears on your California Secretary of State Status Inquiry form. If you are a public entity, attach as an appendix to the application, an authorizing resolution designating a person authorized to sign on behalf of the agency.

Legal Name of Applicant: <b>Laguna Honda Hospital &amp; Rehabilitation Center</b>		
Address: <b>375 Laguna Honda Blvd San Francisco CA, 94116</b>		
Contact Person: <b>Mike Llewellyn</b>	Work Phone <b>415)759-2363</b>	Work Fax <b>(415) 759-2374</b>

- a. Pursuant to 49 CFR, Part 21, Title VI of the Civil Rights Act of 1964: The applicant assures that no person, on the grounds of race, color, creed, national origin, sex, age, or disability shall be excluded from participating in, or denied the benefits of, or be subject to discrimination under any project, program, or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the applicant receives Federal assistance funded by the Federal Transit Administration (FTA).
- b. Pursuant to 49 CFR, Part 21, Title VI of the Civil Rights Act of 1964: The applicant assures that it shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability and that it shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, age, or disability.
- c. The applicant certifies that it will conduct any program or operate any facility that receives or benefits from Federal financial assistance administered by FTA in compliance with all applicable requirements imposed by or pursuant to 49 CFR Part 27, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance" and the Americans with Disabilities Act of 1990, as amended, at 49 CFR Parts 27, 37, & 38.
- d. The applicant assures that it will comply with the Federal statutes, regulations, executive orders, and administrative requirements, which relate to applications made to and grants received from FTA. The applicant acknowledges receipt and awareness of the list of such statutes, regulations, executive orders, and administrative requirements that is provided as references in FTA Circular 9070.1F - "Elderly Individuals and Individuals with Disabilities Program Guidance and Application Instructions, dated May 1, 2007."
- e. The applicant certifies that the contracting and procurement procedures that are in effect and will be used by the applicant for Section 5310 equipment are in accordance and comply with the significant aspects of FTA Circular 4220.1F, "Third Party Contracting Guidelines."
- f. The applicant certifies that any proposed project for the acquisition of or investment in rolling stock is in conformance with FTA rolling stock guidelines.
- g. The applicant certifies that it will comply with applicable provisions of 49 CFR Part 605 pertaining to school transportation operations which prohibits federally-funded equipment or facilities from being used to provide exclusive school bus service.
- h. The applicant certifies that it will comply with Government Code 41 USC, 701 et seq, and 49 CFR, Part 32 in matters relating to providing a drug-free workplace.

To the best of my knowledge and belief, the data in this application are true and correct, and I am authorized to sign these assurances and to file this application on behalf of the applicant.

#### **Certifying Representative**

Name (print): <b>Barbara A. Garcia</b>	
Title (print): <b>Director of Health</b>	
Signature: 	Date: <b>March 8, 2013</b>

## PART I – APPLICANT ELIGIBILITY

### Agency Profile

Provide the total number of clients currently served by the agency, and provide a breakdown of those clients who are elderly, disabled, or a wheelchair user. **If a client can be identified in more than one category, choose the one category that most closely describes the client.** A client is counted only once. For example, an elderly person who uses a wheelchair would be scored **once**, as a wheelchair user.

A person with disabilities is someone of any age who is not able to use fully accessible public fixed route services (whether temporarily or on a long-term basis), regardless of whether or not they need to use a wheelchair.

National origin information is collected and reported to the FTA.

Total number of clients currently served by your agency's transportation program ( <i>do not duplicate</i> )		Per FTA Circular, provide the percent of national origins served by your program. (Total 100%)	
Number of elderly (defined as 60 years and older)	85	Non-Hispanic/White	37%
Number of persons w/disabilities	200	Asian	22%
Number of wheelchair/lift users	858 (75%)	Black or African American	26%
<b>Total number of clients</b>	<b>1143<sup>1</sup></b>	Hispanic or Latino	13%
Total number of wheelchair/lift users divided by clients	75%	Native Hawaiian & Other Pacific Islander	0%
		All Other	2%
		<b>Total must be 100%</b>	<b>100%</b>

Briefly describe your agency's purpose and program. **Include the days and hours of the operation of your transportation program** and the service your agency currently provides or intends to provide.

Supporting documentation must be attached (e.g., agency brochure).

### LAGUNA HONDA HOSPITAL MISSION/PURPOSE:

Laguna Honda has been an integral part of the San Francisco community since 1866. It opened as an almshouse to care for one of the first generations of San Franciscans, the Gold Rush pioneers. Over the decades, as the city grew up around it, Laguna Honda embraced generation after generation.

Laguna Honda Hospital and Rehabilitation Center (LHH) is a public agency serving nearly 780 patients at any one time and with an annual patient population of 1,148 seniors and adults with disabilities. The mission of LHH is to provide culturally competent skilled nursing care and rehabilitation services for a safety net population focused on achieving the highest quality of care and quality of life for each resident, and encouraging the highest level of independence for each resident whether it is at LHH or in other community settings. **LAGUNA HONDA HOSPITAL PROGRAMS:**

#### REHABILITATION

LHH rehab unit provides occupational, vocational, speech and physical therapeutic services for the treatment of stroke, spinal cord injury, orthopedic disorders, brain injury, neurological conditions, amputation, and other major traumas.

#### MEMORY OF CARE

LHH provides dementia care and other services to deal with traumatic brain injury and cognitive and behavioral impairment.

<sup>1</sup> 1,143 is total number of clients per year. Due to discharges and deaths, at any given day LHH serve nearly 780 patients.

### *POSITIVE CARE*

LHH operates the only HIV/AIDS skilled nursing program in the San Francisco Bay Area, provides support for a diverse community of men and women living with HIV and AIDS. The program applies intensive nursing with the goal of maximizing functional independence and enabling a return to lower levels of care whenever possible.

### *ENHANCED SUPPORT*

The Laguna Honda Enhanced Support program provides services for people who are living with the effects of chronic or complex illnesses such as the effects of stroke, traumatic brain injury, multiple sclerosis, and other conditions.

### *INTEGRATED WELLNESS*

Residents with behavioral challenges receive services in the center's Integrated Wellness program. The program combines medical attention and counseling with the goal of improved social functioning.

### *DEVELOPMENTAL DISABILITIES*

Laguna Honda's care for people with developmental disabilities is provided in conjunction with the Golden Gate Regional Center, a social services agency. The focus of the program is to impart practical independent living skills and to locate suitable placement in community-based group homes supervised by GGRC.

### *SPANISH AND CHINESE LANGUAGE COMMUNITIES*

LHH residents whose sole language is Spanish or Chinese receive care in their native tongue. In the language-focus neighborhoods, residents who are accustomed to the food, holidays, manners, and other cultural sensibilities of Spanish- and Chinese-speaking communities can feel comfortable and at home.

### *HOSPICE*

LHH hospice reduces the severity of symptoms and relieves suffering for residents who no longer desire life-prolonging interventions. The hospice collaborates with the Zen Hospice Project of San Francisco. Its approach to terminal illness is to foster nurturing relationships to relieve the feeling of isolation and expand self-awareness.

### **SERVICE AREA & HOURS OF OPERATIONS:**

LHH is a 24 hour/ 7 day a week skilled nursing and rehabilitation facility. Over 1200 employees and 400 volunteers serve the population of nearly 780 residents and their visitors. LHH manages a fleet of vehicles for a variety of purposes in order to serve the entire LHH community.

The LHH shuttle service transports patients, employees, and volunteers from four access points on campus to the Forest Hill Muni Station (Appendix A-4). The shuttle operates 365 days per year from 6:00 am to 6:30 pm, Monday through Friday and from 9:45 am to 2:45 pm on weekends.

The Activity Therapy (AT) department at LHH provides patients with a connection to the greater community by organizing bus trips to restaurants, movies, site-seeing landmarks, cultural events, and baseball games in the city of San Francisco (Appendix A-6). AT department bus trips are held Monday through Friday, (with an occasional Saturday), between the hours of 9:00 am and 4:00 pm.

The Social Services (SS) department depends on the vehicles for all activities related to discharge, as well as assisting residents navigate other government agencies and services. The SS department transports residents to appointments between the hours of 8:00 am and 6:00 pm, Monday through Friday. Most SS activities occur within the City & County of San Francisco boundaries, although some residents find post-discharge housing in neighboring counties (Appendixes A-6 & A-5)

Rehabilitation and Occupational Therapy (OT) relies on the same vehicles for home evaluations, community reintegration (i.e. shopping), pathfinding and vocational rehabilitation. OT normally operates within the boundaries of the city of San Francisco, with occasional travel to neighboring counties (i.e. to the non-profit "Through the Looking Glass" which teaches people how to be successful parents post-injury, in Berkeley, CA). OT transports residents Monday through Friday between the hours of 8:00 am and 6:00 pm (Appendix A-5 & A-6)

**THE FOLLOWING APPENDICES PROVIDE BACKGROUND INFORMATION PER REQUEST:**

**LIST OF APPENDIX A MATERIALS:**

Appendix A-1	Demographics
Appendix A-2	LHH brochure
Appendix A-3	Service area & hours of operations
Appendix A-4	Campus Map
Appendix A-5	Map of the SF Bay Area
Appendix A-6	Map of Service in SF city
Appendix A-7	Services Changes Brochure
Appendix A-8	*89 Bus Route



## PART I – APPLICANT ELIGIBILITY

### ***Agency Profile***

Briefly describe the geographic area that will be served by your transportation program (include cities, counties, and regions within the service area).

*An 8-1/2 x 11 map of the service area must be attached delineating service boundaries.*

LHH transportation program serves the geographic area of the City and County of San Francisco. LHH operates a paratransit service from/to LHH to the public MUNI Forest Hill Station but does not operate beyond the service area with an exception of the following; community outings, recreational and therapy activities, home evaluations, etc.

The majority of outings, appointments, and activities for LHH residents fall within the boundaries of the City & County of San Francisco, with the occasional visit to neighboring counties (Refer to Map on Appendixes A-4, A-5, & A6).

The demographics for this service area per MTC Coordinated Public Transit Human Services Transportation Plan (pages 3-3 to 3-12) are as follows:

- There are about "762,000 people age 65 or older in 2005 living in Bay Area" and of the 14.6% lives San Francisco county
- "In 2005, just over 11% of the Bay Area population was aged 65 or older. By the year 2030, this population is expected to increase by 162%" (Coordinated Plan, ES-3).
- "In Bay Area, there is an influx of individuals living with disability. "Approximately 12% of the region's population reports a disability, 22% are living in low-income households earning less than 150% of the federal poverty level compared to only 15% of the general population" (ES-3)
- To be specific, a total population of 719,077 of people living in San Francisco, 14.6% are 65+ with disability, 14.4% with disability, 11.3% are living below poverty level and 26% are low-income (page 3-3).

**Title VI Requirements (Nondiscrimination) Requirements:** Describe any lawsuits or complaints against your entire agency within the last year alleging discrimination on the basis of race, color, creed, national origin, sex, age, or disability. At a minimum, please include the following information: **Date of Complaint/Lawsuit received and/or acted on, Description Status/Outcome, Corrective Action Taken, and Date of Final Resolution.**  
(To be eligible, you must provide a written response in this area; N/A is not an acceptable response.)

**Response:** LHH has no lawsuits or complaints against the agency that have been received or acted on in the last year in regards to Title VI – alleging discrimination on the basis of race, color, creed, national origin, sex, or age.

1. Where do you post your nondiscrimination policy and discrimination complaint process? Provide a copy

Nondiscrimination policy and discrimination complaint process are posted in multiple locations inside LHH's facility. There are also accessible via website on: [sfgov.org](http://sfgov.org)

#### List of Appendix B Materials

Appendix B-1 Patients Right in Spanish

Appendix B-2 Patients Right in English

Appendix B-3 HIPAA in English

Appendix B-4 HIPAA in Spanish

Appendix B-5 HIPAA in Chinese

Appendix B-6 HIPAA in Russian

Appendix B-7 HIPAA in Vietnamese

Appendix B-8 HIPAA in Tagalog

Appendix B-9 Admission and Relocation Policies / Age  
Non-Discrimination Policy

2. Do you have a policy and procedures to make available written and oral information to clients and potential clients, in languages other than English? Provide a copy. (Examples of written material include timetables, route maps, brochures, pamphlets, multi-language announcements, and use of the language identification "I speak" cards, oral information includes multilingual phone lines and use of multilingual staff).

**Response:** Yes, LHH does have policy and procedure available for written and oral information to clients and potential clients other than in English. In fact, they are visible to the patients and translated in multiple languages.

Appendix B-1 Patients Right in Spanish

Appendix B-2 Patients Right in English

Appendix B-3 HIPAA in English

Appendix B-4 HIPAA in Spanish

Appendix B-5 HIPAA in Chinese

Appendix B-6 HIPAA in Russian

Appendix B-7 HIPAA in Vietnamese

Appendix B-8 HIPAA in Tagalog

Appendix B-9 Admission and Relocation Policies/Age Non-Discrimination Policy

3. Identify the individual in your agency responsible for implementing nondiscrimination policies and procedures.

**Response:** William Ramirez, Director of Human Resources, is the individual in LHH who is responsible for implementing nondiscrimination policies and procedures.

## PART II – FUNDING REQUEST

### Eligible Capital Expenses Reference: FTA C 9070.1F Section III, page 4 & 5

5310 Eligible Capital Expenses listed on page 6 of Application Instructions.

Is your agency also applying for funding from another program (i.e. other FTA programs, Department of Health and Human Services, State/Local Funds, etc.) for this proposed project(s) (Vehicles and/or Other Equipment)?

Yes \_\_\_ No **X**

If yes, please explain.

### Vehicles

The estimated cost for all procurements is used to determine the funding amount granted for each project (vehicles and other equipment). This award is made for the procurement of that specific project, not for a guaranteed amount of funds. The program will retain any remaining funds after the purchase of the project has been completed. If actual cost exceeds the estimate, grantees will be required to provide 100% of the additional funds needed. No fixed route equipment will be funded

Complete for vehicle(s) requested. (See Application Instructions pages 5 and 6)

Vehicles	Quantity Request	Estimated Unit Cost**	Total Cost
Minivan 5 Ambulatory Passengers (AP) includes lift	1	\$52,200	\$52,200 (Appendix E-3)
Modified Raised Top Van	0	\$50,000	
Small Bus (Ford or GM) 8 AP; 2 Wheelchair (WC)*	0	\$60,000	
Medium Bus (Ford or GM) 16 AP; 2 WC	2	\$75,100	\$150,200 (Appendix E-2)
Medium Bus 12 AP; 2 WC*; Compressed Natural Gas***	0	\$91,000	
Large Bus 16 AP; 2 WC*	0	\$73,000	
Large Bus 16 AP; 2 WC*; Compressed Natural Gas***	0	\$97,000	
Larger Bus (Ford or International) 8 AP; 11 WC*	1	\$156,822	\$156,822 (Appendix E-1)

\* Rear wheelchair lift floor plan

\*\*Unit costs are an estimated cost of vehicle, equipment, and related charges and are subject to change at the time of purchase.

\*\*\*Justify the need for an alternative fuel vehicle. Indicate whether your agency has the requisite fuel infrastructure, as well as the proximity of the fuel station in relation to your agency.

**PART II – FUNDING REQUEST**

**Eligible Capital Expenses Reference: FTA C 9070.1F Section III, page 4 & 5**

**Other Equipment**

Other eligible equipment includes wheelchair restraints; radios and communication equipment; initial component installation costs; computer hardware and software (scheduling and vehicle maintenance software); transit-related intelligent transportation systems (ITS); and the introduction of new technology through innovative and improved products into public transportation.

Applicant must attach 3 estimates of like-kind equipment with this application. The average of the 3 estimates will become the requested grant amount.

In the absence of three estimates applicant must attach an estimate from the vendor and the Sole Source Justification form. Sole source vendor requests will not be approved during the grant application review. Form available at: <http://www.dot.ca.gov/hq/MassTrans/Procurement-Grants-Management.html>.

After grant approval, grantee must receive prior approval from the Section 5310 Program before purchasing. The grantee will purchase the other equipment, submit an invoice to Caltrans, and will be reimbursed for the federal share.

**Complete for other equipment requested. (See Application Instructions page 5)**

**Minimum Grant Amount of \$1,000, not to exceed \$40,000.**

<b>Complete for Requesting Computer Equipment or Other Equipment (specify)</b>			
<b>Equipment</b>	<b>Quantity Request</b>	<b>Estimated Unit Cost</b>	<b>Total Cost</b>
Computer Hardware	0	LHH is not requesting for equipment	
Computer Software	0	LHH is not requesting for equipment	
Other Eligible Equipment (describe)	0	LHH is not requesting for equipment	
<b>Complete for Requesting Communications Equipment</b>			
Base Station	0	\$2,500	LHH is not requesting for equipment
Mobile Radio	0	\$1,000	LHH is not requesting for equipment
<b>TOTAL (cannot exceed \$40,000)</b>			LHH is not requesting for equipment

<b>TOTAL PROJECT COST (Vehicles and Other Equipment)</b> (Maximum project cost not to exceed \$600,000)	<b>\$359,222</b>
--	------------------

## PART II – FUNDING REQUEST

### *Replacement/Service Expansion Vehicles*

*Questions apply to requests for vehicles. (See Scoring Worksheet, pages 4 and 5)*

#### **REPLACEMENT VEHICLES (Maintaining existing service levels)**

To be eligible for replacement, the vehicle must currently be registered to the applicant agency and have a wheelchair accessible ramp or lift, and must be in active service. The vehicle does not have to be originally federally funded. Leased vehicles, Sedans and SUVs are not eligible for replacement.

Applications for vehicle replacements must be like kind. For example, in an application for a small replacement bus, the vehicle to be replaced must be a small bus.

Explain why the vehicle(s) need replacement in order to ensure continuance of existing services. Describe the service the vehicle(s) will provide and the service area.

*A photograph of the vehicle(s) proposed for replacement must be attached as an appendix. Take the photograph at an angle to show back wheels. (Refer appendix G-1)*

*NEW for ALL replacement vehicle requests: Provide each vehicle's funding source. Include the Standard Agreement number for federally funded procurements.*

#### **Response:**

The San Francisco Department of Public Health's LHH is seeking funds to purchase (2) replacement paratransit shuttle buses, (1) new paratransit shuttle, and (1) replacement day-trip bus. Each of the replacement vehicles was purchased using funds from the City & County of San Francisco General Fund. The new shuttles will continue to service the LHH, providing a direct connection to the Forest Hill MUNI station to the 780 patients and their visitors, as well as LHH employees and volunteers, many of whom are disable and/or senior adults.

LHH's (2) existing shuttles are 14 and 19 years old, and have accrued over 150,000 miles (Appendix G-2 Total Mileage). The cost to service these aging shuttle vehicles in 2012 was over \$21,000.00 (Refer to page 22 of the application). The City and County of San Francisco Central Shops maintains and repairs LHH vehicles; however, the shop has an up to two-month waiting period for vehicle repairs. LHH has smaller back-up vans to use when the shuttles are out of commission; however, (2) do not have a wheelchair lift and (1) can only transport one wheelchair. Passengers in wheelchairs often have to wait while the shuttle driver finds a van to accommodate the rider or wait until other passengers have been dropped off. New shuttles will reduce maintenance costs, and are integral to LHH's commitment to providing accessible transport for our senior and disabled population who can use MUNI to get to and from community-based services that will help ready them for discharge, as well as ensuring that LHH is accessible via public transportation to families and visitors who may be disabled and/or elderly.

LHH intends to request (1) replacement bus for our Activity Therapy program. The new bus will enable the Activity Therapy department to continue to send many of our 780 residents to restaurants, movies, cultural events, and baseball games, connecting them to the larger San Francisco community. The bus LHH seeks to replace is over 13 years old, and cost the City over \$22,000 in maintenance and repairs in FY 2012 (Appendix G-2). Again, each repair means a vehicle can be out of commission for up to two months, disrupting continuity of service and limiting resident activities. A new activity bus will not only reduce maintenance costs, but will ensure residents continue to enjoy therapeutic leisure activities and connect with the greater San Francisco community.

## NEW SERVICE OR SERVICE EXPANSION VEHICLES

Explain the new service or growth your agency is experiencing, the projected increase in the number of clients you will serve, and the basis for your estimates. Describe the service area, the type of service the vehicle(s) you are requesting will provide and how it relates to the needs assessment in the Coordinated Plan. *Related Documentation supporting this growth must be attached as an appendix and its relevance discussed within the narrative (e.g., current waiting list, reports of trips denied).*

Projected number of one-way passenger trips per day to be provided by each vehicle: 6

An additional van would enable the Rehabilitation Department to transport patients to Berkeley, to the only Assistive Technology center in the area. The Department currently has limitations on how many high level spinal cord patients it can serve because of limited vehicle availability. The Center for Assistive Technology supports use of technology to promote independent living for people with disabilities, providing information via an online resource, and engaging in advocacy work to support policies that expand access to technology for people with disabilities, including the many people with disabilities who are low-income.

In addition, the Rehabilitation Department would like to increase access to other community based organizations that provide services not available at LHH. For example, Through the Looking Glass (TLG) provides direct services, information, and referral to a diverse group of patients with disabilities and their families. These include parents with physical and visual disabilities, deaf parents, and parents with diverse medical conditions. TLG provides information, training, and consultation to parents with disabilities, family members, and professionals nationally and internationally. This Federally recognized program has limited resources and they are unable come to LHH to provide their services

Existing Paratransit is not appropriate for the specialized trips used by the Social Services and Rehabilitation Therapy Departments, which include the need for same day requests, intra-county services and require time-certain arrivals. The lack of wheelchair accessible vehicles for these activities presents a challenge, and both departments have said they would provide more needed activities if additional vehicles were available. LHH intends to request (1) new w/c accessible van with lift through this grant to meet LHH's growing need to transport patients to and from San Francisco General Hospital, other community appointments and housing options that will help to ready them for community re-integration and discharge or transport between the two DPH hospital locations.

### Rehabilitation Department Service Areas:

The Rehabilitation Department takes patients out at least twice a week for home evaluations; pre-discharge activities; community reintegration (i.e. shopping); path finding, SFGH and other hospital appointments & vocational rehabilitation. An additional van would enable the Rehabilitation Department to transport patients to Berkeley, to the only Assistive Technology center in the area. The Department currently has limitations on how many high level spinal cord patients it can serve because of limited vehicle availability. The Center for Assistive Technology supports use of technology to promote independent living for people with disabilities, providing information via an online resource, and engaging in advocacy work to support policies that expand access to technology for people with disabilities, including the many people with disabilities who are low-income.

### Social Services Department Service Areas:

The Social Services Department transports patients into the community at least one to four times a week for a multitude of reasons (see below). Social Services may have to perform multiple home evaluations per resident- if for any reason the home is not deemed ready for occupancy.

Many Social Service appointments are time sensitive and require last minute availability. The Social Service Department reported approximately 30 missed opportunities/ appointments last year due to limited vehicle availability.

## A List of Common Reasons for Transport with the Social Services Department

Home evaluations with OT, PT and resident  
Discharges  
Housing interviews  
Board and care home tours  
Appeals of rejected applications for housing  
DCIP meetings for community placement  
Obtaining renewal of license/ID for residents  
Courthouse for residents legal matters  
Registering sex offenders, clearing warrants  
Rep payee enrollment  
ADHC, vocational rehabilitation  
Resident homes, either existing or acquired while at LHH  
Follow-up post discharge visits

Memorial services  
Social Security benefits/cards  
Community medical/mental health clinic appointments  
Transportation services  
Adult day program visits  
Cigarette/food/hair/clothing shopping  
Pick up resident belongings from prior residence, bring belongings to acute care if resident not returning to LHH  
1:1 outings occasionally for shopping trips w/ patient  
Home visit to discharged resident  
INS for US Citizenship  
Storage units

## Social Services Department Common Service Area

Resident homes in the Bayview, downtown, the Sunset, Richmond, Ingleside, Mission and Excelsior Districts, Daly City  
Housing sites such as the Windsor, Plaza Apartments, Fox Plaza, Victorian Manor B&C, Country Place B&C (Antioch), Madonna Residence, Park Merced, Leland House, Peter Claver, Cohen Residence, Fillmore Center, Kelly Cullen, 149 Mason St, 990 Polk St, 480 Ellis Street, 1626 Pierce St  
Adult Day Health Centers  
AIDS Health Project  
Banks  
Bryant Mortuary  
Centro Salud  
Conard House  
DMV  
Duggans Mortuary  
Check cashing agencies  
Food banks

Ft. Miley SF VA Hospital  
Grocery store  
Hall of Justice  
Lutheran Social Services  
Mission Neighborhood Health Center  
On Lok  
Open Hand  
Paratransit Office  
Phone store  
Rams  
Safeway  
SFGH  
SF Veteran's downtown clinic  
Social Security office  
Walgreens  
Ward 86  
West Bay Housing

## PART II – FUNDING REQUEST

### Other Equipment

#### OTHER EQUIPMENT

This category includes communication and computer equipment, hardware and/or software, or any other miscellaneous equipment (cameras, mobile radios, etc.). The equipment must be used to support your transportation operation in proportion to the number of vehicles you operate in your transportation program for elderly and disabled clients.

The applicant must submit 3 like-kind estimates of equipment with this application. The average of these 3 estimates will be the requested funding amount. The 3 like-kind estimate information and sole source request instructions are on page 12 of this application. **Note: If the project is selected and the agency receives Section 5310 approval, the agency will purchase the equipment using 100% of their funds. Once the equipment is received, the agency will invoice Caltrans for reimbursement of the actual amount not to exceed 100% of the grant amount. No fixed route equipment will be funded.**

#### Agency Inventory (Required for ALL other equipment requests)

Complete table for the requested other equipment, expand this table if necessary: **RESPONSE:** In this grant, LHH is not requesting for equipment/procurements.

1.

1. Indicate equipment type to be replaced
2. Indicate the quantity of existing equipment units by like kind.
3. Indicate the age of the equipment.
4. Indicate the requested number of units of additional equipment.
5. Indicate the total number of vehicles in your transportation fleet.

Equipment Type to be replaced	Quantity/Purchase Date of Existing Equipment within Agency	Quantity of Requested Equipment (from page 12)	Current Fleet Size
Example: Computers	5 18-2005 1-21-2010 3-15-2004	6	10
Example: Mobile Radios	3 3-14-2007 4-21-2002	4	15
Example: Software	0	1	16
		0	
		0	
		0	

2. Describe the type of equipment you are requesting and specifically identify the components.

**RESPONSE:** In this grant, LHH is not requesting for equipment/procurements.

3. Discuss how the requested equipment will be used to support the transportation program. Include any expected improvements in service delivery or coordination, any reduction in the cost of providing service and the current method of collecting and tracking information.

**RESPONSE:** In this grant, LHH is not requesting for equipment/procurements.



## **PART III - SCORING CRITERIA**

### ***Ability of Applicant-***

*See Quantitative Scoring & Project Rating Worksheet, Section I*

Describe applicant's experience and history of providing efficient and effective transit services. The number of years of transportation service should reflect the number of years your agency has provided transportation services. Do not include service of your subcontractor(s). If you will be a first-time provider of transportation services, provide the number of years you have provided social services to elderly individuals and individuals with disabilities.

**1. Does your agency currently provide transportation? Yes**

*If yes, how many years of transportation experience does your agency have? 25 years*

*If no, how many years of experience does your agency have in providing non-transit services to elderly persons and persons with disabilities? \_\_\_\_\_*

Additional points can be obtained for applicants that have not previously been transportation providers by providing a letter of support from the RTPA or Coordinated Transportation Service Agency (CTSA).

---

### **Scoring Criteria for questions 2-12:**

0 = Does not address question

1 = Addresses question without attaching relevant documentation

2 = Addresses question completely and attaches relevant documentation to all questions 2-12

**2. Describe your agency's driver training program by specifically discussing each of the following components, indicating whether they will be performed in-house or under contract and the staff or position(s) responsible:**

- **New Driver Orientation and Training;** Training is provided in-house and includes classroom and behind the wheel driving and testing. Trainees are taught how to maneuver a large vehicle, use of the wheelchair lift and wheelchair strap downs and safe and defensive driving techniques. Training is updated and ongoing.
- **Prospective LHH shuttle and activity bus drivers must obtain a Class B license with passenger endorsement before hire.** After hire, new drivers attend a three day hospital-wide orientation. Topics covered during orientation include privacy (HIPAA), patient safety, and cultural and sensitivity training. LHH activity bus drivers are required to be Certified Nursing Assistants with CPR and First Aid training experience (see appendix I-11 for Bus Driver CNA Certifications/Verifications). LHH requires CPR certification for all Rehabilitation staff, and conducts in-house CPR renewal & certification courses for staff (see appendix I-2 for LHH's CPR renewal) **Driver Screenings and Training Standards** are provided to all drivers to ensure safety of passengers (Appendix I-4).
- **The LHH Education department holds ongoing monthly hospital-wide mandatory staff trainings (see appendix I-3 & I-5 for the continuing education transcripts for shuttle and bus drivers).** Topics vary by month, and include themes such as workplace violence prevention, cardiopulmonary & choking emergencies, emergency preparation, effective communication and patient safety (see appendix I-6 through appendix I-10 for training presentations). Additionally, Nursing, Rehabilitation, and Social Work professionals are required to complete additional continuing education credits as per their licensing requirements.

### **THE FOLLOWING APPENDICES PROVIDE SUPPORTING DOCUMENTS PER REQUEST:**

#### **LIST OF APPENDIX I MATERIALS:**

Appendix I-2	CPR Renewal/Certification	Appendix I-11	Certified Nursing Assistant License/Bus Drivers
Appendix I-3	Bus Driver Transcripts		
Appendix I-4	Para-Driver Training Standards		
Appendix I-5	Shuttle-Driver Transcripts		
Appendix I-6	Cardiopulmonary and Choking Emergencies		
Appendix I-7	Effective Speaking and Listening Training		
Appendix I-8	Prevention of Violence and Harassment Drug-Free Workplace		
Appendix I-9	Working Together to Improve Resident Safety		
Appendix I-10	Emergency Preparedness 2013		

## PART III - SCORING CRITERIA

### *Ability of Applicant-Continued*

*See Quantitative Scoring & Project Rating Worksheet Section I*

3. Describe your agency's system for dispatching vehicles and discuss training of staff in the dispatching function.

There is no dispatch function with the LHH Shuttle buses. LHH Shuttle buses run on a set schedule with approximately 20 trips from 6:00 am to 6:30 pm on weekdays and from 9:45 am and 2:45 pm on weekends.

The Activity Therapy Department does not dispatch Day-Trip buses. Activity Therapy staff plan, coordinate and schedule activities and trips interdepartmentally.

All other patient transport vehicles are available hospital-wide, and are signed-out through the administration office. Department Directors, supervisors and administrative support have access to the LHH online reservation system. The online reservation system is housed on the LHH intranet. While not all LHH employees are able to make and change reservations, any employee can view the current schedule from any computer on the LHH campus.

4. Describe your agency's vehicle maintenance program, addressing **each** of the following components. In describing the items specified below, attach pre-trip and post-trip inspection forms and maintenance forms as an appendix.

- Daily pre-trip and post-trip inspection description with daily inspection forms
- Preventative & routine maintenance description, with maintenance forms
- Contingency plan for when equipment is not available for service

The LHH fleet is serviced and repaired at the City and County of San Francisco Central Shops. All single-passenger vehicles are due for preventative maintenance service every 6 months or 6,000 miles. Higher capacity vehicles require inspection every 90 days.

LHH employs a Fleet Manager, who is responsible for cleaning the vehicles and inspecting/refilling fuel on a daily basis, and checking oil levels on a weekly basis. The Fleet Manager responds to calls for maintenance and repairs, and transports all vehicles to Central Shops for service.

All shuttle and activity bus drivers are required to inspect the vehicles using a "Bus Driver's Condition Report," before and after their shift. The report is in a form of a checklist, and includes inspecting for leaks, gauges, door alarms, extinguishers and performance (Appendix E-8). The report is regularly submitted to our managers at the end of the shift, who reports any vehicle concerns to the fleet manager immediately.

LHH has limited capacity back-up vans for use when the shuttles are out of commission; however, (2) do not have a wheelchair lift and (1) can only transport one wheelchair. Activities are postponed when a bus is unavailable. When Social Service or Rehabilitation Activities are affected by out-of-service vehicles, all efforts are made to find an appropriate alternative; in some cases (approximately 30 for calendar year 2012), appointments have to be rescheduled.

### List of Appendix for pre-trip and post-trip inspection forms and maintenance:

Appendix E-8 - Bus Driver's Condition Report

5. If your agency operates vehicles with more than 10 passengers (includes driver), attach a copy of your most recent CHP vehicle and terminal inspection report. If your agency is not required to have a CHP inspection based on this criteria, attach your agency's most current Caltrans Section 5310 vehicle and agency inspection reports. This information must match the Existing Transportation Services Table on page 22, column 5 of this application.

CHP inspectors visit LHH annually, and randomly inspect (3) LHH vehicles. At this time, vehicles with VIN numbers ending in 92094, 92096, and 17650 have not been inspected.

Appendix E-4 through E-7 for CHP reports for vehicles with VIN numbers ending in 92095, 64380, 75170, 25937, 20106, & 92466.

Appendix E-4 – CHP Inspection 600

Appendix E-5 – CHP Inspection 604

Appendix E-6 – CHP Inspection 601

Appendix E-7 – CHP Inspection 601

6. Describe other funding your agency has received or pursued (e.g., other grants, donations, contracts, cash reserves of the agency, etc.) and why these are not available to fund the proposed project.

**Response:** LHH has not pursued other funding opportunities for Paratransit vehicles.

## PART III - SCORING CRITERIA

### *Ability of Applicant-Continued*

*See Quantitative Scoring & Project Rating Worksheet Section I*

7. Attach a copy of your agency's current (i.e., within the last 3 years) audited financial statement with no instance of non-compliance as an appendix.

LHH received a positive audit with no instances of non-compliance (Appendix D)

8. Agency Information: Describe the emergency planning and drill activities within your agency and in cooperation with the county. Provide proof your agency is included in the response plan with the County Office of Emergency Services. Indicate the drill(s) you have participated in, or are scheduled to participate in?

LHH created an Emergency Preparedness Plan in pursuant to California Occupational Safety and Health Standards, California Code of Regulations (CCR), Title 8, Section 3220; and Licensing and Certification of Health Facilities, California Code of Regulations (CCR), Title 22, Sections 70741 and 72551. Additionally, LHH participated in a City-wide Disaster plan and established LHH as a First Aid Center supporting DPH's overall response, in accordance with the DPH's Emergency Response Plan and as an alternate site for the DPH Disaster Medical Command Post. See appendix C-1 for LHH's 2009 Disaster Plan.

LHH's emergency preparedness coordinator regularly conducts orientation and training on emergency preparedness to guide staff in preparing and responding to emergency incidents or planned events in a safe and organized way. LHH holds monthly intra-departmental meetings, which cover hospital safety and preparedness issues and prepare the hospital for emergency planning drills. See appendix C-2, C-3 & C-5 for additional information.

Finally, LHH conducts emergency preparation drills and produces emergency preparation resources guide for each resident neighborhood and hospital department. In 2012, LHH held quarterly neighborhood and department specific fire drills on all three shifts. Response was assessed using a 12 question tool, and reviewed by LHH's Safety Engineer. On March 29<sup>th</sup>, 2012, LHH held an internal emergency mass prophylaxis drill, using 2 mobile teams and a clinic team in collaboration with the SFDPH Communicable Disease Control and Prevention Unit with over 500 participants. In June of 2012, LHH held a Medical Surge Communications & Resources Functional Exercise, which tested SFDPH notifications, resource requests, and coordination city wide with acute and long-term care public and private facilities in response to a medical surge of victims with an array of blast injuries. LHH participation included 24 command center staff members. On October 18<sup>th</sup>, 2012, LHH participated in the California Shakeout Earthquake Drill facility-wide to test earthquake response. Over 650 LHH employees participated in the exercise. Finally, LHH participated in a Statewide Exercise testing communication, coordination and continuity of operations during an earthquake and power outage. LHH coordinated response with other hospitals and DPH. Over 550 LHH employees participated in the drill.

In 2013, LHH will continue to hold quarterly drills. Additionally, 4 more DPH and Statewide drills are scheduled which will continue to prepare LHH staff to respond in emergency situations, to refine existing par levels of equipment, materials, and supplies and to coordinate response on a city and statewide levels. For a complete list of LHH emergency drills, please see appendix C-6 & C-7 below:

#### List of Appendix C Materials

Appendix C-1	LHH Disaster Plan 2009	Appendix C-6	Emergency Preparedness Drill 2012
Appendix C-2	FAQ Emergency Preparedness	Appendix C-7	Emergency Preparedness Drill 2013
Appendix C-3	Fire Guidelines		
Appendix C-4	Safety & Emergency Preparedness Committee		
Appendix C-5	Emergency Preparedness Update		

9. **Vehicle Information:** Describe the steps you have taken to identify your available accessible vehicles (including capacity) to the county for use in emergency evacuations.

LHH is a part of the City and County of San Francisco's Department of Public Health. LHH's Emergency Preparedness Plan includes a vehicle list with vehicle capacity and vehicle wheelchair accessibility. LHH's Emergency Plan has been submitted to other city agencies, area hospitals and is available on the LHH intranet, which is accessible to other city agencies. The LHH Emergency Preparedness coordinator sits on committees with other city agencies, and works closely with the City & County Department of Emergency Management (DEM). Additionally, LHH participates in the Public Health Emergency Response Group (which runs the EOC and DOC) & the Hospital Preparedness Council (which includes all area Hospitals). LHH's Emergency Plan has been shared during city & county-wide drills, and used by the committees to strategize coordinated emergency planning efforts. Additionally, LHH signed an MOU with the Hospital Preparedness Council agreeing to share resources, including equipment, with all area hospitals when feasible (Appendix C-8).

**List of Appendix C Materials**

Appendix C-8 Hospital Mutual Aid Memorandum of Understanding

## PROPOSED BUDGET FOR TRANSPORTATION PROGRAM

See Page 7 of the Application Instructions for specific requirements in completing this page, attachments required

### 10. Annual Operating Budget:

*See Quantitative Scoring & Project Rating Worksheet Section I*

<b>Estimated Income:</b>	
a. Passenger Revenue	\$ 0
b. Other Revenues	\$ 0
c. Total grants*, donations, subsidy from other agency funds	\$ 0
<b>TOTAL INCOME</b>	<b>\$ 0</b>
*Not including this grant request.	
<b>Estimated Expenses:</b>	
a. Wages, Salaries and Benefits (non-maintenance personnel)	\$ 319,950
b. Maintenance & Repair (include maintenance salaries)	\$ 80,108
c. Fuels	\$ 7,798
d. Casualty & Liability Insurance	\$ City & County of SF: Self-insured
e. Administrative & General Expense	\$ 0
f. Other Expenses (e.g., materials & supplies, taxes)	\$ 0
g. Contract Services (specify) _____	\$ 0
<b>TOTAL EXPENSES</b>	<b>\$ 407,856</b>

### 11. Operating Fund Sources:

SOURCES	Prior Year	Current Year	Next Year
a. City & County of SF General Funds	\$ 407,856	\$ 407,856	\$ 407,856
b.	\$	\$	\$
c.	\$	\$	\$
d.	\$	\$	\$
		<b>TOTAL</b>	<b>\$ 407,856</b>

### 12. Local Match for this application.

The local share may be derived from other Federal programs that are eligible to be expended for transportation, other than DOT programs, or from DOT's Federal Lands Highway Program. Examples of types of programs that are potential sources of local match include: employment, training, aging, medical, community services, and rehabilitation services. Specific program information for other types of Federal funding is available at [www.unitedweride.gov](http://www.unitedweride.gov).

Identify Source(s) of Local Match:	AMOUNTS
Toll Credits shouldn't this include the General fund match	\$
	\$
	\$
<b>TOTAL LOCAL MATCH - 11.47% of Total Project Cost</b>	<b>\$ 46,823</b>

## **PART III - SCORING CRITERIA**

### ***Coordinated Plan Requirements***

*See Quantitative Scoring & Project Rating Worksheet Section II*

#### ***Scoring Criteria:***

*0 – Does not address question and/or does not include Coordinated Plan section or page number*

*3 – Addresses question & indicated Coordinated Plan section and/or page number*

Per FTA C 9070.1F, Chapter V, FTA Section 5310, projects shall be derived from a Coordinated Plan that minimally includes the following four elements and a level consistent with available resources and the complexity of the local institutional environment. The following questions address how this project is derived from Coordinated Plan for your area. (Only 0 or 3 points per question)

#### **Element 1: An assessment of available services that identifies current transportation providers (public, private, and non-profit).**

1. Generally describe the available non-profit, public transit or Paratransit, including fixed route, dial-a-ride, ADA complementary Paratransit services. (Indicate Coordinated Plan Section/Page Number.)

LHH coordinates through planning/or service delivery with public agencies in the County to provide transportation services to our targeted population

- (1) SFMTA/Municipal Railway (public agency: 4-9) – “ADA paratransit service (taxi, shared ride van services called SF Access and group van provided by van and taxi providers managed by a Paratransit Broker)
- (2) Golden Gate Regional Center (private non-profit: 4-9) - “Provide transportation for people who cannot use paratransit because they require additional assistance or live outside of the paratransit service area.”
- (3) Kinochi, Inc (private non-profit: 4-9) – “Group car services for seniors; door-to-door transportation for senior center participants, adult social day care programs, grocery shopping trips, medical trips.”
- (4) On Lok Senior Health Services (private non-profit: 4-9) “Transportation for health plan participants to and from home to delay health centers, medical appointments and recreation outings.”
- (5) Saint Francis Memorial Hospital (private non-profit: 4-9) “Transportation for Outpatient Treatment Departments; discharges to home or to other facilities; some transportation for seniors to doctor appointments”
- (6) San Francisco Veteran’s Administration Medical Center (VAMC) (Federal: 4-9) “Transportation by wheelchair accessible van/gurney van and ambulance services to eligible/authorized beneficiaries; VA staff shuttles to and from designated areas and volunteer drivers for local trips; Disabled American Veterans shuttle service to and from the VA with donated vehicles and volunteer drivers (4-9)
- (7) MV Transportation (private non-profit) – serves residents in San Francisco accommodating seniors and disabled.  
[www.samtrans.com](http://www.samtrans.com)

#### **Element 2: An assessment of transportation needs for individuals with disabilities or older adults. This assessment may be based on the experiences and perceptions of the planning partners or on more sophisticated data collection efforts, and gaps in service.**

2. Describe the transportation needs of individuals with disabilities or elderly individuals to be served by the proposed project. (Indicate Coordinated Plan Section/Page Number.)

Several needs were identified in the Coordinated Plan that will address the insufficient transportation needs of our population to ensure continuance of service.

**Connectivity (ES-4):** “The need for better connectivity was expressed, both for inter- and intra-county travel, whether using paratransit or fixed route service” (ES-4). LHH residents also expressed this public sentiment about the need for better connectivity during our residential counselor meeting on January 2013. Many residents felt frustrated at the difficulty making “effective use of the fixed-route system and referred to the needs to enhance accessibility of vehicles.”

I.

II. **Enhanced Paratransit Services (page ES-4):** Replacement vehicles will sustain transportation service to key activity centers in the community for seniors and adult with disabilities. These key activity centers are critical to providing continuum of care for our residents. Access to high quality paratransit vehicles is needed to revamp services to support re-integration in the community for seniors and adult with disabilities. Efficiency is just as important for passengers as it is for operators. This will streamline the myriad of services such as rehabilitation, social, recreational, and educational programs provided to seniors and people with disabilities.

III. **Enhanced Paratransit Service (page ES-4):** Replacement vehicles will enhance our fleet capacity with appropriate equipment services to accommodate our large demand of seniors and adult with disabilities. LHH has an average daily census of 780 with an annual patient of 1,143 most whom are seniors and people with disabilities most whom are in wheelchairs and dependent on lift users. (Appendix A-1) Appropriate vehicles and adequate equipment service is critical as the aging population is expected to increase as well as in dependency on paratransit services.

IV. **Critical Need to Accommodate the Increasing Age of Our Citizen (Coordinated Plan page 8-16 and 3-4) (Appendix A-1).** Demographic projections indicate that the proportion of seniors will double within the next two decades. "The aging population will result in a significant increase in demand for paratransit and other specialized services" (page 8-16). Laguna Honda Hospital, in already high concentration of seniors, must be equipped to better serve the demand for paratransit services. The expected increase in the senior population would trigger the needs to address the following: (1) increasing demand of dial-a-ride as a means of transportation by seniors with physical disabilities, (2) high concentration of seniors in wheelchairs and increase in dependency on lift users, (3) expansion of senior services that will assist transportation for older citizens who no longer drive and (4) the need to provide services to key activity centers in the community to foster re-integration for seniors and adult with disabilities.

V. **Need for "Enhanced Fixed Route Services" (page 6-1):** Demand-response paratransit services are needed to supplement accessible "fixed-route" bus, rail services. Paratransit services provided by LHH is a necessity for seniors and disable passengers who are unable to take other public transport or are unable to navigate their way around to the nearest public transit due to their disabilities and physical limitation. In addition, the difficulty to disembark onto a steep hill from/to LHH represents a daunting task especially for LHH disabled population

VI. **Enhanced Paratransit Services (page 6-1):** Paratransit service is needed "a level of service above and beyond what is required by the ADA, such as service provided on the same day it is requested (e.g., taxis), where and when the fixed route service does not operate, or the ability to accommodate "uncommon wheelchairs or other mobility devices." Moreover, such services will not only be provided to seniors and adult with disabilities most of whom are low-income individuals, but for elderly volunteers, visitors and staff who dependent on paratransit service.

VII. **Need for Additional Paratransit Services and Funding (page 8-16).** The expected increase of the senior population coupled with budget cuts could steer LHH to tighten its belt. LHH may have to operate its transportation program with limited funding and inadequate resources in the foreseeable future. This prompts LHH to seek additional funding other than from the general fund. Increase in disabled demand for a better responsive transit services can only be address if adequate funding is adopted.

VIII. Assessment of needs is also identified on the community level prepared by the SFMTA Strategic Plan FY 13-18 (appendix J-1) that is consistent with the Coordinated plan:

- SFMTA Strategic Plan states, "Existing vehicle fleet is difficult for families to use and needs major overhaul." There is a critical need for funding to "ensure the preservation of a safe and reliable system" (page 5).
- In the SFMTA Strategic Plan, it stipulates, "Insufficient resources to operate and maintain the transportation system and to address state-of-good-repair and expansion needs" (page 5).



## PART III - SCORING CRITERIA

### *Coordinated Plan Requirements – (Cont.) See Quantitative Scoring & Project Rating Worksheet Section II*

**Element 3: Strategies, activities, and/or projects to address the identified gaps between current services and needs, as well as opportunities to achieve efficiencies in service delivery.**

3. How does this project(s) address one or more of the coordination strategies, activities, and/or projects and efficiencies identified in the Coordinated Plan for your area? (Indicate Coordinated Plan Section/Page Number.)
4. How does this project(s) address one or more of the coordination strategies, activities, and/or projects and efficiencies identified in the Coordinated Plan for your area? (Indicate Coordinated Plan Section/Page Number.)

"Strategies to Enhance Coordination of Service Delivery," chapter eight of the coordinated plan, identified several possible solutions to address transportation gaps in areas in which these gaps exist. These possible solutions were carefully analyzed and found several solutions relevant and applicable to address the needs of seniors and adult with disabilities in LHH. The request for replacement vehicles and expansion of services would enhance and supplement service delivery and continuance of service by implementing the following strategies in accordance to the Coordinated Plan. The strategies are laid out as follows: "to meet these needs and prioritize services" (page I-1):

- I. **Feeder service connecting to fixed-route transit (page-7-1) Senior-friendly shuttles (page 7-3):** LHH runs its own paratransit shuttle service to and from the nearby Muni Metro Forest Hill station during peak demand hours (replacing a local Muni connection that was discontinued in December 2009 due to budget cuts – Refer Appendix A-7). Visitors, seniors, and adults with disabilities rely on this paratransit services to get to/from Laguna Honda and Forest Hill Station because of the challenges of embarking on steep slopes and longer distances. The 89 bus fixed-route service used to drop off passengers/seniors to the nearest Bart station but since that no longer exists since 2009, passengers/seniors now have take to additional bus ride in order to get to the nearest Bart station. Thus, there is an "excessive trip times for certain trips if offered as an optional service" (7-1) and "difficulty using transit for local trips" (7-3).
- II. **Premium service on ADA paratransit (page 7-1) & Promote Alternatives Mode of Travel (pages 8-12):** This will address the "service beyond ADA-required areas and hours...same day requests...shorter trip times, intermediate and time-certain arrivals. LHH recognizes that not all transportation gaps in the public fixed-route services of the county of San Francisco are effectively met. Additional paratransit services address existing gaps and more importantly, they are cost-effective. The existing paratransit services that LHH provide are designed specifically to transport seniors and adult with disabilities into the community and link them to social and health care services. In addition, paratransit vehicles are used to connect them to the community before discharging them. With replacement of vehicles and expansion of service, this will greatly enhance transportation services provided by the staff in the Occupational Therapy and Social Service departments to help seniors and adult with disabilities to get to their appointments to San Francisco General Hospital and to other agencies that LHH collaborates with. Vehicles are utilized to provide transportation service to connect residents to key activity centers in the community and assist them with re-integration to the community. Activities such as:
  - Home evaluations with OT, PT and resident
  - Discharges
  - Housing interviews
  - Board and care home tours
  - Appeals of rejected applications for housing
  - DCIP presentations, final meetings with Westbay
  - Obtaining renewal of license/ID for residents at DMV
  - Courthouse for residents legal matters such as trials
  - Registering sex offenders, clearing warrants
  - Rep-payee enrollment
  - ADHC, volunteer opportunities or supportive employment programs prior to discharge.
  - Residents homes, either existing or acquired while at LHH
  - Follow-up post discharge visits and to attend memorial services

- o Social Security benefits/cards
- o Community medical/mental health clinic appointments
- o Transportation services
- o Adult day program visits
- o Cigarette/food/hair/clothing shopping
- o Pick up resident belongings from prior residence, bring belongings to acute care if resident not returning to LHH
- o 1:1 outings occasionally for shopping trips w/ patient
- o Home visit to discharged resident
- o Misc. errands for residents such as stamp buying, treats, chocolate bars, clothing and etc.
- o INS for US Citizenship
- o Storage units

- III. **Promote Pedestrian Safety (pages 8-9) & Improved Access to Transit Services (7-4):** Pedestrian safety is an integral and high priority element of LHH. LHH places a priority on pedestrian safety and is concerned about the unprotected crossings of major streets and the alarming rate of pedestrian fatalities in the county of San Francisco. "On average, there is one pedestrian fatality per week in San Francisco" (pages 8-9). Studies found that "People age 65 and older are more likely to be killed as a pedestrian than persons from any other group." In San Francisco County, a high concentration of seniors, most seniors and seniors in wheelchairs rely on public transit or by walking to get to their destination. It is in this context that LHH strongly believe that replacement of vehicles and expansion of service will provide the continuation of services to seniors and adult with disabilities and to those with uncommonly large/heavy wheelchairs that are vulnerable to the unsafe and unprotected crossings of major streets in San Francisco County.
- IV. **Additions and Improvement to ADA Paratransit (page 8-1):** Current vehicles of LHH are older than ten years and unreliable to provide transportation services for our targeted population. Several occasions of breakdown reported, forcing our program to operate in an inconsistent basis. The maintenance costs incurred by extremely high mileage vehicles are draining the LHH's fund. High efficiency vehicles will create long-term fuel efficiency and increase productivity to meet the demands of our targeted population.
- V. **Critical Need for Funding (8-17):** Funding for the shuttle comes from the San Francisco's general fund for weekday service, and MV Transportation (SFMTA's paratransit service) for weekend service. Purchase of replacement and new vehicles through the Caltrans grant would save the City of San Francisco critical funds that could be used for direct health for seniors and adults with disabilities. LHH operates transportation service in house including the operation for maintaining the vehicles and hiring drivers.
- VI. **Improve Inter-jurisdictional (8-21) & Targeted transit route (page 7-3):** Visitors at LHH will benefit by riding on the replacement of vehicles that can transport them from/to the Forest Hill Station to LHH. Residents of LHH who wish to travel by public transport can only do so through LHH paratransit services. The 0.7 mile walk from/to LHH to the nearest public transportation is a daunting task particularly for seniors with physical limitations.
- VII. **Demand-Responsive group shopping service (page 7-2): & Non-emergency medical transportation for Medi-Cal patients (7-2):** There are 780 residents who qualify as the target population for this grant, as well as employees, visitors, and volunteers many whom are also disabled seniors. With replacement of vehicles and expansion of service, it will give LHH an opportunity to create "good models" to serve "Non-ADA eligible people who cannot use transit if they need to carry packages" and addressed "Lack of appropriate, affordable service especially for dialysis trips."

**Element 4: Priorities for implementation based on resources (from multiple program sources), time, and feasibility for implementing specific strategies and/or activities identified.**

5. How does this project(s) address one or more of the implementation priorities identified in the Coordinated Plan for your area? (Indicate Coordinated Plan Section/Page Number.)

LHH meets the following criteria stipulated under the Coordinated Plan of Chapter 7 in which describes the following (pages 7-18 to 7-20).

- I. **Community Criteria (pages 7-19):** LHH collaborates and engages with multiple agencies and non-profit organizations with the same mission of improving "connectivity" for the betterment of our seniors and adult with disabilities.
- II. **Financial Criteria (page 7-19):** LHH meets the financial criteria under the coordinated plan. It stipulates a requirement for sustaining the operational costs and costs of the replacement of vehicles, which LHH adheres to accordingly.
- III. **Implementation Criteria (page 7-19):** LHH's transportation program operates on a daily basis to provide transportation services to our patients. Once LHH's request is granted, the request for replacement of vehicles and expansion of service would be integrated into the LHH's transportation program immediately. LHH's paratransit vehicles are insured through the City and County of San Francisco, and drivers/operators are qualified and eligible to operate vehicles.
- IV. **Coordination Criteria (page 7-20):** LHH meets the coordination criteria stipulated under the plan as the vehicles allow LHH transportation program to connect our residents to the community. This coordination provides myriad of services including but not limited to assisting residents to their appointments to multiple agencies to help and support health literacy, and help with the integration of the health system. In similar vein, our social service department heavily relies on our transportation service to assist with re-integration services including but not limited to discharges, home-evaluation, and therapy.
- V. **Demand-Responsive group shopping service (page 7-2): & Non-emergency medical transportation for Medi-Cal patients (7-2):** There are 780 residents who qualify as the target population for this grant, as well as employees, visitors, and volunteers many whom are also disabled seniors. With replacement of vehicles and expansion of service, it will give LHH an opportunity to create "good models" to serve "Non-ADA eligible people who cannot use transit if they need to carry packages" and addressed "Lack of appropriate, affordable service especially for dialysis trips."
- VI. **Feeder service connecting to fixed-route transit (page 7-1) Senior-friendly shuttles (page 7-3):** LHH runs its own paratransit shuttle service to and from the nearby Muni Metro Forest Hill station during peak demand hours (replacing a local Muni connection that was discontinued in December 2009 due to budget cuts – Refer Appendix A-7). Visitors, seniors, and adults with disabilities rely on this paratransit services to get to/from Laguna Honda and Forest Hill Station because of the challenges of embarking on steep slopes and longer distances. The 89 bus fixed-route service used to drop off passengers/seniors to the nearest BART station but since that no longer exists since 2009, passengers/seniors now have take to additional bus ride in order to get to the nearest BART station. Thus, there is an "excessive trip times for certain trips if offered as an optional service" (7-1) and "difficulty using transit for local trips" (7-3).
- VII. **Premium service on ADA paratransit (page 7-1)** This will address the "service beyond ADA-required areas and hours...same day requests...shorter trip times, intermediate and time-certain arrivals LHH recognizes that not all transportation gaps in the public fixed-route services of the county of San Francisco are effectively met. Additional paratransit services address existing gaps and more importantly, they are cost-effective

Noted in Chapter 7, Solutions to Gaps, of the Coordinated Plan, is consistent with LHH needs to address the demand for better paratransit service and address gaps as follows:

- I. **The lack of appropriate service (page 7-12):** This will be addressed by providing transportation services for "non-emergency transportation for Medi-Cal patients" and to connect patients to the community
- II. **Meet existing gaps in paratransit services (chapter 7, figure 7-1),** which includes increased services for "same day requests," improve "intra-county services," and improve on "time-certain arrivals."

The request for replacement of vehicles, if granted, would be integrated into the LHH's transportation program accordingly. The replacement of vehicles is a top priority for San Francisco county and in that:

- It is critical to have efficient and effective vehicles to meet the demand for paratransit services on a consistent basis
- It will enhance our fleet capacity with appropriate equipment services to accommodate our large demand of seniors and adult with disabilities
- It is critical for seniors and disabled passengers who are unable to take other public transport or are unable to navigate their way to the nearest public transit due to their disabilities and physical limitation.
- It will provide the continuation of services to seniors and adult with disabilities and to those with uncommonly large/heavy wheelchairs that are vulnerable to the unsafe and unprotected crossings of major streets in San Francisco county

## Wong, Linda (BOS)

---

**From:** Frazier, William (DPH)  
**Sent:** Friday, February 06, 2015 9:01 AM  
**To:** Wong, Linda (BOS)  
**Cc:** Mojica, Richelle-Lynn (DPH); Mok, Jack (CON)  
**Subject:** RE: REQUEST FOR DOCUMENT - File No. 150092 - Elderly & Disabled Transit Program  
**Attachments:** Laguna Honda Hospital Grant 61 SA642528.pdf; Laguna Honda Hospital Exhibits Grant 61 SA642528.docx; Laguna Honda Hospital Grant 57 20141009.pdf; Laguna Honda Hospital Exhibits Grant 57 SA 642561 20141009.docx

Good Morning Linda:

The document that Richelle attached to her last e-mail serves as the award letter. That letter is accompanied by a ranked list of projects submitted by various agencies. The document informs the agencies of the funding levels available for their projects. Those agencies then decide if they wish to move forward.

Moving forward involves a couple of things, including entering into an agreement with Cal Trans who requires that we sign their agreement. The actual agreements are attached. There are two sets of documents. In each set is the agreement, or the actual form that is signed, and the exhibits, which is the meat of the agreements. There are two sets because there are two classes of vehicles that we seek to acquire.

As much as the resolution is an accept and expend resolution, its purpose is more to seek authorization to enter into the agreement. We would receive no actual funds, but rather only the vehicles. Cal Trans is responsible for the procurement of the vehicles. By entering into the agreement, we would accept the vehicles and utilize them within the terms of the agreement. In this case, we agree that we will use the vehicles to meet the transportation needs of elderly and disabled citizens of San Francisco. There are additional requirements that we must also meet.

This is a very unique project. It does not fit nicely into regularly established procedures. Richelle and Jack Mok have done a great job helping me through the process as I am new to the grant acceptance environment. Along the way, I learned that SFMTA has acceptance authority, to accept federally funded vehicles without Board of Supervisor authorization for each project they undertake. I can only guess that this attributed to the complications we have encountered, trying to navigate the conflicting requirements of City, State, and federal government agencies.

I hope this helps. I am available to answer any questions that you may have and look forward to working with you. We very much appreciate your assistance.

---

**From:** Mojica, Richelle-Lynn (DPH)  
**Sent:** Thursday, February 05, 2015 6:11 PM  
**To:** Wong, Linda (BOS)  
**Cc:** Frazier, William (DPH)  
**Subject:** Re: REQUEST FOR DOCUMENT - File No. 150092 - Elderly & Disabled Transit Program

Hi Linda,

In the previous A&E's that I submit, this is the language I was told to use in my resolutions:  
*"WHEREAS, As a condition of receiving the grant funds, California Department of Transportation requires the City to enter into an agreement (the "Agreement"), a copy of which is on file with the clerk of the Board of Supervisors in File No. \_\_\_\_\_; which is hereby declared to be a part of this resolution as if set forth fully herein; and"*

I have had issues in the past because of this language but was told that it would be acceptable language to use. The "agreement" I was told could also be referred to as the award letter. If this has changed, I was not notified about it and can delete this language in the future. This language can also be deleted if need be.

In addition, the document I provided was the agreement/award letter given to Laguna Honda Hospital from California Transportation Commission that was reviewed and accepted by the Controller's Office.

Unfortunately, I am out of the office again tomorrow at a training off-site and can only respond to emails during my breaks. I am cc'ing William Frazier, the program manager at Laguna Honda who is the grant project director for this Accept and Expend.

William, attached is the agreement/award letter I received from you for your A&E. Can you please provide assistance to Linda with any additional information or documentation/award letter she needs in order for your A&E to proceed for the 11th?

Your assistance in this matter is greatly appreciated.

Thank you all.

-Richelle

---

Richelle-Lynn Mojica

Grants Manager, Grants Administration | San Francisco Department of Health

1380 Howard Street, 4th floor | San Francisco, CA 94103

[Richelle-Lynn.Mojica@sfdph.org](mailto:Richelle-Lynn.Mojica@sfdph.org) | (415) 255-3555

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information.

Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

---

**From:** Wong, Linda (BOS)

**Sent:** Thursday, February 5, 2015 3:31 PM

**To:** Mojica, Richelle-Lynn (DPH)

**Subject:** RE: REQUEST FOR DOCUMENT - File No. 150092 - Elderly & Disabled Transit Program

Hi Richelle,

The legislation states that the Clerk of the Board has a copy of the Agreement. The document you provided is not an agreement nor an award letter.

In order for this legislation to move forward, this matter needs to be resolved.

Sincerely,  
Linda

---

**From:** Mojica, Richelle-Lynn (DPH)

**Sent:** Thursday, February 05, 2015 12:44 PM

**To:** Wong, Linda (BOS)

**Subject:** Re: REQUEST FOR DOCUMENT - File No. 150092 - Elderly & Disabled Transit Program

Hi Linda,

Per your request, please see the attached item.

Please contact me should you need additional documents.

Thank you.

-Richelle

---

**Richelle-Lynn Mojica**  
Grants Manager, Grants Administration | San Francisco Department of Health  
1380 Howard Street, 4th floor | San Francisco, CA 94103  
[Richelle-Lynn.Mojica@sfdph.org](mailto:Richelle-Lynn.Mojica@sfdph.org) | (415) 255-3555

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

---

**From:** Wong, Linda (BOS)  
**Sent:** Thursday, February 5, 2015 11:51 AM  
**To:** Mojica, Richelle-Lynn (DPH)  
**Subject:** REQUEST FOR DOCUMENT - File No. 150092 - Elderly & Disabled Transit Program

Hi Richelle-Lynn,

Please provide the following document pertaining to the subject matter referenced above:

- Agreement with the California Department of Transportation

Since this matter may be heard at the February 11<sup>th</sup> Budget & Finance meeting, please provide the requested documents to me no later than 12:00 p.m., Friday, February 6<sup>th</sup>.

Thank you.

Linda Wong  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, City Hall, Room 244  
San Francisco, CA 94102-4689  
Phone: 415.554.7719 | Fax: (415) 554-5163  
[Linda.Wong@sfgov.org](mailto:Linda.Wong@sfgov.org) | [www.sfbos.org](http://www.sfbos.org)

**Please complete a Board of Supervisors Customer Service Satisfaction form by clicking [here](#).**

**The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.**

*Disclosures: Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.*

**STANDARD AGREEMENT**

DOT-213 (REV 06/2009)

AGREEMENT NUMBER 642528	AMENDMENT NUMBER
----------------------------	------------------

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Transportation, Division of Mass Transportation, Elderly and Disabled Specialized Transit

CONTRACTOR'S NAME

Laguna Honda Hospital and Rehabilitation

2. The term of this Agreement is:

October 9, 2014 through October 31, 2021

3. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work	1-2	page(s)
Exhibit B - Budget Detail and Payment Provisions	3-5	page(s)
Exhibit C - General Terms and Conditions	6-24	page(s)
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	25-27	page(s)
Exhibit E - Additional Provisions	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	page(s)

**IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.**

**CONTRACTOR**

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.)

Laguna Honda Hospital and Rehabilitation

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Barbara A. Garcia

ADDRESS

375 Laguna Honda Blvd San Francisco, CA 94116

**STATE OF CALIFORNIA**

AGENCY NAME

Department of Transportation, Elderly and Disabled Specialized Transit

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Bruce W. Plowman Branch Chief

ADDRESS

1120 N Street MS 39 Sacramento CA 95814

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$134,000.00

PROGRAM/CATEGORY (CODE AND TITLE)

Transportation

FUND TITLE

Federal Trust

PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT

\$0.00

(OPTIONAL USE)

Fed Cat No. 20.513 SA 642528-10

TOTAL AMOUNT ENCUMBERED TO DATE

\$134,000.00

ITEM

2660-608-0055

2660-102-0890(2)

CHAPTER

21

STATUTE

2012

FISCAL YEAR

2012/2013

OBJECT OF EXPENDITURE (CODE AND TITLE)

64-3742-632005 \$134,000 3G061

I hereby certify upon my own personal knowledge that budgeted funds available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814



**STANDARD AGREEMENT**

DOT-213 (REV 06/2009)

AGREEMENT NUMBER

642561

AMENDMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Transportation, Division of Mass Transportation, Elderly and Disabled Specialized Transit

CONTRACTOR'S NAME

Laguna Honda Hospital and Rehabilitation Center

2. The term of this Agreement is:

October 9, 2014 through October 31, 2021

3. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work	1-2	page(s)
Exhibit B - Budget Detail and Payment Provisions	3-5	page(s)
Exhibit C - General Terms and Conditions	6-24	page(s)
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	25-27	page(s)
Exhibit E - Additional Provisions	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	page(s)

**IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.****CONTRACTOR**

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.)

Laguna Honda Hospital and Rehabilitation Center

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Barbara A. Garcia

ADDRESS

375 Laguna Honda Blvd San Francisco, CA 94116

**STATE OF CALIFORNIA**

AGENCY NAME

Department of Transportation, Elderly and Disabled Specialized Transit

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Bruce W. Plowman Branch Chief

ADDRESS

1120 N Street MS 39 Sacramento CA 95814

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$105,000.00

PROGRAM/CATEGORY (CODE AND TITLE)

Transportation

FUND TITLE

Federal Trust

PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT

\$0.00

(OPTIONAL USE)

Fed Cat No. 20.513 SA 641561-10

TOTAL AMOUNT ENCUMBERED TO DATE

\$105,000.00

ITEM

2660-608-0055

2660-102-0890(2)

CHAPTER

33

STATUTE

2011

FISCAL YEAR

2011/2012

OBJECT OF EXPENDITURE (CODE AND TITLE)

64-3742-632005 \$105,000 3G057

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

**EXHIBIT A**

**SECTION 5310**

**SCOPE OF WORK**

1. The CONTRACTOR shall use the PROJECT equipment at all times exclusively and in conformity with the following project description for as long as the equipment is needed for the PROJECT. Vehicles may not be transferred out of this geographic area, even if within same agency, without prior written approval from STATE.
2. The CONTRACTOR shall provide transportation service primarily to elderly persons and persons with disabilities, including their incidental baggage, and to persons accompanying the elderly persons or persons with disabilities.
3. If any PROJECT equipment, designated under Exhibit A, Paragraph 5 of this contract is to replace existing equipment, the equipment being replaced shall be withdrawn from the existing PROJECT inventory and placed in backup service upon delivery and acceptance of the new PROJECT equipment.
4. The CONTRACTOR'S scope of work is described as follows:
  - A. At a minimum, transportation service shall be provided between XXAM to XX PM, DAY through DAY (or at a minimum of 20 hours per week) for each vehicle.
  - B. The CONTRACTOR'S geographic area that will be served by the transportation program is as follows:  
 [Insert project specific service area per application]
5. The new PROJECT for equipment or new vehicles (not designated as "used" by Federal Trade Commission Agency 16 CFR Part 455.1(d)(2)) as well as California Vehicle Code Section 100-680, and estimated cost, is as follows:

ITEM	QUANTITY	*AWARD	TOTAL AMOUNT
Medium Bus (R)	2	67,000	134,000

Grant Award-Total Cost of PROJECT Equipment: \$ 134,000

Federal Share: 88.53%      \$ 118,630  
 Toll Credit: 11.47%      \$ 15,370

\*Maximum grant amount as determined by awarded project costs.

6. The following vehicles will be removed from active service and placed into backup service, or sold.

VIN	Model Year	Make	Back Up	Sold
20106	1994	Ford E 350		X
17650	1999	Ford E 450		X



**EXHIBIT A**

**7. Transfer of Used Vehicle/Equipment**

- A. The STATE will evaluate potential transfer need for vehicle/equipment. The CONTRACTOR will submit an abbreviated Application containing the following information.
  - Project Description and Justification for Funding Request (Replacement or Expansion);
  - Proposed Service and Operating Plan (including map of service area);
  - Existing Transportation Services (current fleet);
  - Proposed Transportation Services; and
  - Signed Certifications and Assurances
- B. The CONTRACTOR's abbreviated Application as attached, is incorporated, herein, and is made part of this Agreement. In the event the CONTRACTOR's abbreviated Application is in conflict with any terms or conditions of this Agreement, this Agreement shall supersede the CONTRACTOR's abbreviated Application.
- C. The CONTRACTOR agrees to perform the PROJECT to provide transportation services primarily to elderly persons and persons with disabilities, including their incidental baggage, and to persons accompanying the elderly persons or persons with disabilities in accordance with the terms and conditions of this Agreement and the CONTRACTOR's abbreviated Application for Federal assistance which is on file with the Mass Transportation Program and is now expressly incorporated into this Agreement.
- D. The CONTRACTOR shall use the PROJECT equipment at all times exclusively and in conformity with the project description for as long as the equipment is needed for the PROJECT. Vehicles may not be transferred without prior written approval from STATE.

**8. The PROJECT representatives during the term of this Agreement will be:**

State Agency: Department of Transportation	CONTRACTOR: Laguna Honda Hospital and Rehabilitation
Name: Bruce Plowman	Name: Barbara A Garcia
Title: Chief, Elderly and Disabled Specialized Transit	Title: Executive Director
Phone: (916) 657-3875	Phone: 415-759-2363
Fax: (916) 654-9366	Fax: 415-759-2263

Direct all inquiries to:

State Agency: Department of Transportation	CONTRACTOR: Laguna Honda Hospital and Rehabilitation
Section/Unit: Division of Mass Transportation	Section/Unit:
Attention: Valarie Smith	Attention: William Frazier
Address: P.O. Box 942874 Sacramento, CA 94274-0001	Address: 375 Laguna Honda Blvd San Francisco, CA 94116
Phone: (916) 654-8065	Phone: 415-759-3384
Fax: (916) 654-9366	Fax: 415-759-2374



**EXHIBIT B****SECTION 5310****BUDGET DETAIL AND PAYMENT PROVISIONS****1. Invoicing and Payment**

- A. Local Share. The CONTRACTOR agrees that it will deposit funds with Bank of America in the amount specified within 90 days after signing Agreement (minus the amount required for locally procured other equipment). In accordance with FTA C 9070.1F, the local share may be derived from Federal programs that are eligible to be expended for transportation, other than DOT programs, or from Department of Transportation (DOT) Federal Lands Highway Program. The CONTRACTOR will be responsible for 100% of all costs which exceed the approved grant amount. In no event shall the STATE be obligated to contribute STATE funds toward the cost of the PROJECT. Deposit instructions shall be provided to the CONTRACTOR by the STATE.
- B. Local Match Deposit. PROJECT equipment will not be procured by the STATE, on behalf of the CONTRACTOR, until the deposit of the CONTRACTOR'S local match has been verified by the STATE. Local Match deposit shall be deposited within 90 days of Agreement execution.
- C. Billing and Payment for Vehicle Procurement. Maximum vehicle funding limits shall be set by the STATE and shall apply to non-profit and public agencies without prejudice. Purchase order requirements are further detailed in Exhibit D. The Federal Share for all vehicle procurements shall not exceed 88.53% of the grant amount identified.
1. Non-Profit Agencies. The STATE is required to order vehicles for non-profit agencies from a State approved Contract. The CONTRACTOR must deposit the local match in the designated Bank of America account before the vehicle is ordered. No further billing or payment is required of the CONTRACTOR. In the event a balance due is owed to the CONTRACTOR for any unused portion of the local match, the CONTRACTOR shall request a refund from Caltrans in writing. Caltrans will initiate the refund process with Bank of America.
  2. Public Agencies. Payment for vehicles ordered by public agencies shall comply with the appropriate provision below:
    - a. Public agency CONTRACTORS that have a vehicle procured for them by the STATE will follow payment options identified in Exhibit B above.
    - b. Public agency CONTRACTORS, that purchase vehicles themselves from a State approved Contract, shall purchase vehicle in full from the vendor. Purchase order reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle delivery is accepted by the STATE.
    - c. Public agency CONTRACTORS, that complete their own procurement not from the State Contract, shall purchase vehicle in full from the vendor. Purchase order reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle delivery is accepted by the STATE.
    - d. Upon review and approval by the STATE, STATE agrees to reimburse the Public Agency CONTRACTOR for allowable costs not to exceed 88.53% of the approved grant amount upon receipt of a complete and correct invoice package including proof of payment which includes a preaward and post delivery audit, and otherwise meets the requirements of this Standard Agreement. Incomplete or disputed invoices shall be returned to Public Agency Contractor, unpaid, for correction.

**EXHIBIT B**

3. Procurement options are identified in Exhibit D.

- D. Billing and Payment for Other Equipment. Funds allocated for use on this PROJECT identified as Other Equipment are payable to the CONTRACTOR in arrears on a reimbursement basis. The CONTRACTOR shall submit its request(s) for payment to the STATE upon completion of procurement process detailed in Exhibit D.. The request(s) for payment shall certify that the CONTRACTOR has received and accepted the equipment and shall be submitted together with copies of the vendor's original invoice and the CONTRACTOR'S purchase order including proof of payment. The CONTRACTOR'S invoice and the vendor's paid invoice shall be consistent with the purchase order and include a breakdown of unit costs, sales tax, registration fees, any items not payable under this PROJECT, and any items not subject to sales tax. The latter includes "items and materials when used to modify a vehicle for physically handicapped persons", which are exempt from sales tax under Revenue and Taxation Code § 6369.4
- E. Upon review and approval by the STATE, the STATE agrees to reimburse the CONTRACTOR for allowable costs as defined in 2 CFR Part 225 and 49 CFR, Part 18 upon receipt of an invoice that is itemized per the Bid Approval Letter, and otherwise meets the requirements of this Standard Agreement. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- F. The obligations of the STATE to CONTRACTOR under the terms of this contract shall terminate upon payment of CONTRACTOR'S invoices for the PROJECT equipment. All invoices shall be submitted for payment within 90 days of equipment acquisition. The obligations of the Contractor under this Agreement shall remain in effect until all PROJECT equipment has been disposed of under the terms of this Agreement.
- G. The net PROJECT cost and allowability of individual items of PROJECT cost shall be determined in conformance with CFR 48, Federal Acquisition Regulations System, Chapter 1, Part 31, 2 CFR Part 230 (OMB Circular A-122), "Cost Principles for Non-profit Organizations," and other applicable regulations, circulars, or memorandums that may be issued by Federal Transportation Administration (FTA).

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the STATE shall have no liability to pay any funds whatsoever to CONTRACTOR or to furnish any other considerations under this Agreement and CONTRACTOR shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an Agreement amendment to CONTRACTOR to reflect the reduced amount.

3. Prompt Payment Clause.

- A. In the event the contractor is a certified small business or similar entity, but not a public agency, the STATE shall make payment within 45 days in accordance with Government Code Chapter 4.5 Section 927.



**EXHIBIT B**

- B. The CONTRACTOR shall pay any third-party contractor not later than 10-days of receipt of each progress payment unless a longer period is agreed to in writing, as cited in the California Business and Professions Code, Section 7108.5.
  - C. Should the CONTRACTOR choose to include retainers in third-party contracts, the CONTRACTOR must adhere to the requirements of Section 7108.5 as cited above. The CONTRACTOR must ensure prompt and full payment of retainage to third-party contractors no later than 30 days after the third-party contractor's work is satisfactorily completed, as cited in 49 CFR Part 26.29.
4. Project Payment Closeout Clause
- A. CONTRACTOR agrees that once PROJECT payment is complete, any outstanding balance will revert to the STATE for distribution or reallocation to the FTA Section 5310 Program.
  - B. Upon successful completion of the PROJECT or upon termination by STATE, the parties shall determine the amount of compensation, if any, to be repaid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA due to payments erroneously made to the CONTRACTOR in excess of the total PROJECT amount eligible for Federal reimbursement.

## EXHIBIT C

**GENERAL TERMS AND CONDITIONS FOR ALL FEDERAL GRANT PROGRAM**

1. Subrecipient. For the purpose of this Agreement, the CONTRACTOR is the subrecipient as referenced in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) (pub.L.109-059). As a grant subrecipient of FTA funds the CONTRACTOR agrees to comply with the Federal statutes, regulations, executive orders, directives and administrative requirements which relate to applications made to and grants received from FTA including but limited to the USDOT FTA Master Agreement (15), October 1, 2008 and FTA C 9070.1F, Elderly Individuals and Individuals with Disabilities Program Guidance and Application Instructions, or FTA C 9040.1F, Nonurbanized Area Formula Program Guidance and Grant Application Instructions, or FTA C 9045.1, New Freedom Program Guidance and Application Instructions, or FTA C 9050.1, The Job Access and Reverse Commute (JARC) Program Guidance and Application Instructions.
2. Approval.
  - A. Except as provided herein this Agreement is of no force or effect until signed by both parties and approved by the STATE.
  - B. The STATE reserves the right to sign and approve the Agreement provided however, the commencement of work should not be authorized until the expenditure of federal funds has been authorized by the FTA for a specific Federal fiscal year. The CONTRACTOR may not commence performance until federal authorization has been obtained.
  - C. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after the determination was made.
  - D. This Agreement is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
  - E. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
  - F. State Law. This Agreement shall be interpreted according to the laws of the State of California, except as to those provisions where federal law shall apply; as to those provisions where federal law applies, the rules, regulations, statutes and executive orders of the federal government shall be applicable. In the event that any provision of this Agreement requires that CONTRACTOR observe or comply with or perform any activity in contradiction or violation of State law, the CONTRACTOR will notify STATE at once, in writing, of such provision. The remaining Agreement provisions shall not be affected. The unenforceable provisions(s) shall be renegotiated by the CONTRACTOR and STATE for mutually agreed appropriate changes and/or modifications; and the CONTRACTOR shall proceed, as soon as is possible, with PROJECT.
  - G. No issuance of a Standard Agreement or amendments will be provided until proof of the project has been programmed and is in an approved FSTIP.

**EXHIBIT C**

3. Enforcement/Remedies for Non-Compliance. If a CONTRACTOR materially fails to comply with any term of this Agreement, or fails to refund any moneys due STATE, the STATE may take one or more of the following actions:
- A. Disallow or temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
  - B. Wholly or partially suspend or terminate the current award for the CONTRACTOR's PROJECT.
  - C. Withhold future awards to the CONTRACTOR for the program.
  - D. Withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from remaining grant balance and/or future apportionments, or any other funds due CONTRACTOR from the Federal Trust Fund or any other sources of funds.
  - E. Take other remedies that may be legally available.
4. Timeliness. Time is of the essence in this agreement and shall be signed and returned by the CONTRACTOR within 90 calendar days after mailing. In the event this agreement is not signed and returned within 90 days of mailing, the PROJECT identified in Exhibit A of this AGREEMENT from FTA's grant award may at the discretion of the STATE be withdrawn and cancelled.
5. Amendment. No amendment or alteration of the terms of this Agreement shall be valid unless submitted in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. Amendments shall be signed and returned by the CONTRACTOR within 90 calendar days after mailing. In the event this amendment is not signed within 90 days of mailing, the PROJECT identified in Exhibit A of this AGREEMENT from FTA's grant award may at the discretion of the STATE be withdrawn and cancelled.
6. Assignment. This Agreement is not assignable by the CONTRACTOR, either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
7. Independent Contractor. The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
8. Antitrust Claims. The CONTRACTOR by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the CONTRACTOR shall comply with the requirements of the Government Codes Sections set out below.
- A. The Government Code Chapter on Antitrust claims contains the following definitions:
    - i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the STATE or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - ii. "Public purchasing body" means the STATE or the subdivision or agency making a public purchase. Government Code Section 4550.
  - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.



## EXHIBIT C

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
9. Child Support Compliance Act. "For any Agreement in excess of \$100,000, the CONTRACTOR acknowledges in accordance with Public Contract Code 7110, that:
- A. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The CONTRACTOR, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."
10. Unenforceable Provision. In the event that any provision of this Agreement is unenforceable or held to be unenforceable by a court of competent jurisdiction, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
11. Priority Hiring Considerations: If this Agreement includes services in excess of \$200,000, the CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
12. State Management Plan. The STATE is designated by the Governor to administer the FTA Section 5310, 5311, 5316 and 5317 programs in California. The implementation and administration of the FTA programs are outlined in the each program's State Management Plan and is available at the Department of Transportation, Division of Mass Transportation website at, <http://www.dot.ca.gov/hq/MassTrans/>.
13. Annual Certification and Assurances. As requested by the STATE, the CONTRACTOR must complete and submit to the STATE the annual FTA Certifications and Assurances for Federal Transit Administration Assistance Programs, Certifications and Assurances Checklist and Signature Page to be provided by STATE.
14. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statute or regulations, the CONTRACTOR agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any Federal assistance funds awarded by STATE on behalf of the FTA to support procurements using exclusionary or discriminatory specifications.

## EXHIBIT C

15. Buy America. The CONTRACTOR shall comply with the Buy America requirements of 49 USC 5323(j) and 49 CFR Part 661 for all procurements of steel, iron and manufactured products used in PROJECT. Buy America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000). Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.
16. U.S. Flag Requirements.
- A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subcontractors must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preference-U.S. Flag Vessels."
  - B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subcontractors must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States Flag Air Carriers," and 41 CFR Sections 301-10.131 through 301-10.143.
  - C. Project Travel. In accordance with 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.
17. Accounting Records. The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR's accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by STATE. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices and vouchers.
18. Worker's Compensation. The CONTRACTOR hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the CONTRACTOR is defined as independent contractors, this clause does not apply.
19. Vehicle Operator Licensing. The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.
20. Audit Requirements. The CONTRACTOR shall be responsible for meeting the audit requirements of OMB Circular A-133; or any revision or supplement thereto. The required audit reports shall be submitted to the State Controller with a copy to STATE in conformance with the compliance guidelines issued by the California Department of Finance. The cost of audits made in accordance with the provisions of OMB Circular A-133 is an allowable charge to this PROJECT, to the extent provided by OMB Circular A-133.
21. Record Keeping. The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the performance period and for three (3) years from the date of final payment under this Agreement and all subrecipient contracts.
22. Examination of Records. STATE'S Audits Office, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Agreement for audits, examinations,

**EXHIBIT C**

excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subcontract entered into relative to the PROJECT.

23. Examination of Accounting. The CONTRACTOR'S accounting system and billing procedures are subject to audit by STATE prior to contract award, and accounting records pertaining to work performed and costs billed to STATE are subject to audit for a period of three (3) years after date of final payment under this Agreement. If the CONTRACTOR fails to retain records such as employee time cards, payroll records, travel records, equipment time and cost records, billings from subcontractors, material and equipment suppliers records that are sufficient to permit audit verification of the validity of cost charged to STATE, the CONTRACTOR will be liable for reimbursement to STATE of all unsubstantiated billings.
24. Reporting Forms. The CONTRACTOR shall furnish STATE with any additional reports or data that may be required by FTA or other federal agencies. Such reports and/or data will be submitted on forms provided by STATE.
25. Debarment and Suspension. The CONTRACTOR agrees as follows:
- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DOT regulations on Debarment and Suspension and 49 CFR Part 29.
  - B. Unless otherwise permitted by FTA, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-agreement of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement or Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.
  - C. Before entering into any sub-agreements with any subrecipient, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that subrecipient and its "principals," as defined at 49 CFR Part 29.
  - D. Before entering into any third-party contract exceeding \$25,000, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any third-party sub-contract of any amount (at any tier) to a debarred or suspended sub-contractor, and to obtain a similar certification from any third-party subcontractor (at any tier) seeking a contract exceeding \$25,000.
26. Compliance with Federal Statutes. During the performance of this Agreement, the CONTRACTOR, its assignees and successors in interest, agree to comply with all Federal statutes and regulations applicable to grantee recipients under the Federal Transit Act, including, but not limited to the following:
- A. Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No.

Rev. 03/18/2014



**EXHIBIT C**

11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the contract covers a program whose goal is employment. Further, In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. Solicitations for Subcontracts Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the FTA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the STATE or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. In accordance with 49 CFR Part 21 and as described in FTA Circular 4702.1B, dated October 1, 2012, and the California Department of Transportation Title VI Program Plan, and upon request from the STATE, the CONTRACTOR shall comply with the following reporting requirements. The CONTRACTOR is also responsible for ensuring compliance of each third-party contractor at any tier of the PROJECT.
1. Provide an Annual Title VI Certification and Assurance.
  2. Establish and maintain Title VI complaint procedures.
  3. Record Title VI investigations, complaints, and lawsuits.
  4. Provide meaningful access to Limited English Proficient Persons.
  5. Notify beneficiaries of protection under Title VI.



## EXHIBIT C

6. Provide additional information upon request.
7. Prepare and submit a Title VI Program.
8. Guidance on conducting an Analysis of Construction PROJECT'S.
9. Guidance on promoting Inclusive Public Participation.
10. Report minority representation on transit related Planning and Advisory Bodies.

Please refer to the Title VI Program Checklist in Appendix A at the end of this exhibit for more detail on the Title VI Program requirements.

- F. Sanctions for Noncompliance. In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, the STATE shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies, and/or
  2. Cancellation, termination or suspension of the Agreement, in whole or in part.
- G. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the STATE or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the STATE to enter into such litigation to protect the interest of the STATE, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

27. Disadvantaged Business Enterprise. The CONTRACTOR agrees to:

- A. Comply with U.S. DOT regulations, "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs", 49 CFR Part 26 and will cooperate with STATE with regard to maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum opportunity to compete for sub contractual work under this Agreement.
- B. Complete and submit to STATE a DBE Implementation Agreement with the DOT-213 Standard Agreement. STATE shall provide the Implementation Agreement to the CONTRACTOR prior to vehicle ordering.
- C. Report twice annually on DBE participation in their contracting opportunities; their award/commitments and actual payments.
- D. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any U.S. DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this

Rev. 03/18/2014



## EXHIBIT C

agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C, 3801 et seq.).

- E. The CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
28. Section 504 and Americans with Disabilities Act Program Requirements. The CONTRACTOR will comply with 49 C.F.R. Parts 27, 37 and 38, implementing the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.
29. Warranty for Application to the Small Urban and Rural Program. The CONTRACTOR accepts the terms and conditions of the "Special Section 13(c) Warranty for Application to the Small Urban and Rural Program," as executed by the Secretary of Labor and the Secretary of Transportation on May 31, 1979, and those terms and conditions are incorporated by reference into this Agreement.
30. Public Lands. The CONTRACTOR agrees to refrain from using in its PROJECT any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of National, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and also refrain from using in its PROJECT any land from a historic site of National, State, or local significance unless the Federal Government makes the specific findings as required by 49 U.S.C. § 303.
31. Energy Conservation. The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. §§ 6321 et seq.
32. Receipt of Commission. The CONTRACTOR warrants that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for these funds obtained as a consequence of this Agreement.
33. Conflict of Interest.
- A. In accordance with 41 U.S.C. § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
  - B. The CONTRACTOR certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
  - C. The CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
  - D. The CONTRACTOR will not be awarded a contract if the financial interests are held by a current officer or employee of the STATE. Additionally, a contract will not be awarded to an officer or

**EXHIBIT C**

employee of the STATE to provide goods and service. Likewise, the CONTRACTOR officials and employees shall also avoid actions resulting in or creating an appearance of:

1. Using an official position for private gain;
  2. Giving preferential treatment to any particular person;
  3. Losing independence or impartiality;
  4. Affecting adversely the confidence of the public or local officials in the integrity of the program.
- E. Former STATE employees will not be awarded a contract for 2 years from the date of separation if that employee had any part of the decision making process relevant to the agreement, or for 1 year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the 12-month period to his or her separation from State service.
- F. Neither the CONTRACTOR nor any of its employees, suppliers or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the PROJECT or any property included or planned to be included in the PROJECT, in which any member, officer, or employee of the CONTRACTOR or its subcontractor, during the PROJECT term and for one year thereafter, has any direct or indirect conflict of interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the PROJECT term any such interest, and if such interest is immediately disclosed to the CONTRACTOR and such disclosure is entered upon the minutes of the CONTRACTOR's written report to STATE of such interest, the STATE, may waive the conflict of interest; provided that the officer or employee shall not participate in any action by the CONTRACTOR or the locality relating to such contract, subcontract, or arrangement.
- G. The CONTRACTOR shall insert in all contracts entered into in connection with the PROJECT or with any property included or planned to be included in any PROJECT, and shall require its contractors to insert in each of their subcontracts, the following provision:
- "No member, officer, or employee of the CONTRACTOR or of the locality during the PROJECT term or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof."
- H. The provisions of this subsection shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories or to any agreement for utility services, the rates for which are fixed or controlled by a governmental agency.

**34. Lobbying.**

- A. The CONTRACTOR agrees that it will not use Federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. DOT Regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, if the CONTRACTOR'S PROJECT exceeds \$100,000, FTA will not make any Federal assistance available to the CONTRACTOR until FTA has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with the awarding of any Federal grant, cooperative agreement or any other Federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;

Rev. 03/18/2014



**EXHIBIT C**

- B. If applicable, if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.
- C. The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000 and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of facts upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**35. Program Fraud and False or Fraudulent Statements or Related Acts.**

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to that underlying contract or the FTA assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**36. Contracts Involving Federal Privacy Act Requirements.** The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

- A. The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal

Rev. 03/18/2014





**EXHIBIT C**

Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

- B. The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
37. Drug-Free Workplace. The CONTRACTOR certifies by signing this Agreement that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government code Section 8355, et seq. The CONTRACTOR is required to include the language of this certification in award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any subrecipient at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor any tier, each affected subrecipient at any tier, and their employees with 49 U.S.C. Section 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.
38. Charter Service Operations. The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on Federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this agreement, and any violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
39. School Bus Operations. Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323 (f) and implementing regulations, and (2) comply with requirements of 49 CFR part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance awarded by FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR part 605 will apply to any school transportation it provides, that the definitions of 49 CFR part 605 apply to any school transportation agreement, and a violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
40. Use of \$1 Coins. As applicable, and to comply with Section 104 of the Presidential \$1 Coin Act of 2006, 31 U.S.C. Section 5312(p), the CONTRACTOR must ensure that FTA assisted property that requires the use of coins or currency in public transportation service or supporting service be fully capable of accepting and dispensing \$1 coins.
41. Protection of Animals. The CONTRACTOR must ensure that all third-party contractors providing services involving the use of animals must comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 et seq. and Department of Agriculture regulations, "Animal Welfare," 9 CFR Subchapter A, Parts 1,2,3, and 4.

## EXHIBIT C

42. Additional Termination Clauses.

- A. Termination for Convenience. When it is in the STATE'S best interest, the STATE reserves the right to terminate this Agreement, in whole or in part, at any time by providing a ten (10) day written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the STATE. If the CONTRACTOR has any property in its possession belonging to the STATE, the CONTRACTOR will account for the same, and dispose of it in the manner the STATE directs.
- B. Termination for Default. The STATE may terminate this Agreement upon a finding that the CONTRACTOR has not made satisfactory progress toward procuring the PROJECT equipment, services, salary and wages, as appropriate, within twelve (12) months of execution of this Agreement, has not billed for operating assistance funds within twelve (12) months of execution of this Agreement, or that the CONTRACTOR is otherwise not complying with the terms of this Agreement. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy to STATE's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement the STATE shall have the right to terminate the Agreement without any further obligation to the CONTRACTOR. Any such termination for default shall not in any way operate to preclude the STATE from also pursuing all available remedies against the CONTRACTOR.
- C. Period of Performance Extension. If it is later determined by the STATE that the CONTRACTOR had an excusable reason for not performing; such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the STATE, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.
- D. Mutual Termination. The PROJECT may also be terminated if the STATE and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.
43. Disputes. The STATE and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the authorized STATE Representative for this Agreement or designee a written demand for a decision regarding the disposition of any dispute arising under this Agreement. The STATE Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have an opportunity to challenge the STATE Representative's determination but must make that challenge in writing within ten (10) working days to the STATE's Chief, Office of Federal Transit Grants or his/her designee. [If the CONTRACTOR challenge is not made within the ten (10) day period, the STATE Representative shall become the final decision of the STATE.] The STATE and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the STATE's Chief, Office of Federal Transit Grants or his/her designee shall be final, conclusive and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.
44. Procurement. For all procurements of property, supplies, equipment or services under an FTA assisted grant, the CONTRACTOR shall provide full and open competition and comply with the procurement

Rev. 03/18/2014



**EXHIBIT C**

requirements set forth in 49 U.S.C. Section 5325(a), applicable third-party procurement requirements of 49 U.S.C. chapter 53 and other procurement requirements of Federal laws in effect now or as amended to the extent applicable. The CONTRACTOR shall prepare a bid package, including equipment and material specifications or a scope of work. In accordance with applicable U.S. DOT third-party procurement regulations at 49 C.F.R. § 18.36 and the provisions of FTA Circular 4220.1F, "Third-Party Contracting Guidance," November 1, 2008, and any later revision thereto, the CONTRACTOR agrees that it may not use FTA assistance to support its procurements unless there is satisfactory compliance with Federal laws and regulations including but not limited to the following:

- A. To state clearly that the final contract award to any bidder requires prior written approval by the STATE and that bids are consistent with the PROJECT equipment description identified in Exhibit A, Scope of Work.
- B. To comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 U.S.C. Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements. Also, to include all required Federal procurement provisions in each subcontract financed in whole or in part with Federal assistance provided by FTA.
- C. For all contracts and subcontracts financed with Federal assistance, to comply with cargo preference requirements of 46 U.S.C. § 1241 and 46 CFR Part 381 when contracts involve equipment, materials, or commodities which may be transported by ocean vessels.
- D. To comply with the requirements of 49 U.S.C. § 5323 (c) and FTA regulations, "Bus Testing", 49 C.F.R. Part 665, and any revision thereto.
- E. To comply with the requirements of 49 U.S.C. § 5323(l) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any revision thereto.
- F. To comply with the requirements of 49 U.S.C. § 5325(b) to award a third-party contract using a competitive procurement process.
- G. In accordance with 49 U.S.C. § 5325(e)(1), in the procurement of rolling stock, may not enter into a multi-year contract to purchase additional rolling stock and replacement parts with options exceeding five (5) years after the date of the original contract.
- H. To comply with 49 U.S.C. § 5325(f), agrees that any third-party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
- I. To comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, "Pre- Award and Post-Delivery Audits of Rolling Stock Purchases, " 49 CFR Part 663, and any revision thereto.
- J. To award a third-party contract using a competitive procurement process in compliance with the requirements of 49 U.S.C. Section 5325.
- K. To comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, "Bus Testing", 49 CFR Part 665, including the certification that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the ALTOONA Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the STATE.

## EXHIBIT C

- L. To require each bidder to certify that it has complied with 49 CFR 26, which requires each transit vehicle manufacturer to establish annual goals for the participation of disadvantaged business enterprise and to submit those goals to FTA for approval.
- M. To comply with 49 U.S.C. Section 5323(j), FTA's Buy America regulations at 49 CFR Part 661 and any amendments thereto, and any implementing guidance issued by FTA, with respect to each third-party contract.
- N. To meet applicable regulations of 49 CFR Part 663 in the purchase of revenue rolling stock.
- O. In subcontracts exceeding \$100,000, to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et. seq. and Clean Water Act, as amended, 33 U.S.C. Section 1251 et. seq. Agrees to report and require each third-party contractor or subcontractor at any tier to report any violation of these requirements resulting from any PROJECT implementation activity of a third-party contractor, subcontractor, or itself to FTA and the appropriate U.S. EPA Regional Office.
- P. To comply with U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, the CONTRACTOR agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.
- Q. To comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- R. To the extent applicable, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit PROJECTs," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.
- S. In accordance with 40 CFR Part 85, "Control of Air Pollution from Mobile Sources," 40 CFR Part 86, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," and 40 CFR Part 600, "Fuel Economy of Motor Vehicles, the CONTRACTOR must include provisions in all third-party contract for procurement of rolling stock to ensure compliance with applicable Federal air pollution control and fuel economy regulations.
- T. CONTRACTOR shall refer to FTA "Best Practices Procurement Manual" for additional procurement guidance on procurement processes and any omissions applicable to the PROJECT. The CONTRACTOR'S failure to comply with all mandates shall constitute a material breach of this Agreement.
- U. CONTRACTOR must comply with applicable cost principles circulars, current in Title 2 of the Code of Federal Regulations, in determining whether project costs are allowable or unallowable. Title 2 CFR Part 225, previously OMB Circular A-87, establishes principles and standards for determining costs applicable to grants, contracts, and other agreements with State and local governments and federally recognized Indian tribal governments. 2 CFR Part 230 previously OMB Circular A-122, establishes cost principles for nonprofits. Where applicable, CONTRACTOR must comply with cost principles of FAR 31.2.

**EXHIBIT C**

V. CONTRACTOR must have written protest procedures covering the pre-bid/pre-proposal, post proposal, and post award processes, and shall in all instances disclose to all bidders the CONTRACTOR's protest and the STATE's appeal procedures. All CONTRACTOR's protest decisions must be dated and in writing. A protester must exhaust all administrative remedies with the CONTRACTOR before pursuing an appeal with the STATE. Reviews of protests by the STATE will be limited to:

- a. CONTRACTOR's failure to have or follow its own protest procedures, or its failure to review a complaint or protest
- b. Violations of the Federal or State law or regulation.

An appeal to the STATE must be received or postmarked ten (10) calendar days (includes mailing time) from the date of the protest decision (See Exhibit A, 2 for contact person and his/her address).

45. Bid Proposal and Contract Award. All bid solicitation documents, proposed vendor selection and request for non-competitive bid must be reviewed and approved by the STATE prior to the award of the contract. No award shall be made without the written approval from the STATE. The CONTRACTOR (or procurement agent acting on its behalf) shall prepare the bid documents, solicit and receive competitive bids or proposals, shall evaluate the bids or proposals received, and shall select the lowest price compliant bid for award.
- A. The CONTRACTOR (or procurement agency acting on its behalf) shall forward to the STATE, at least thirty (30) days prior to the release of the bid solicitation, a copy of the bid solicitation document proposed contract, and bidders list.
  - B. Prior to contract award, the CONTRACTOR (or procurement agency acting on its behalf) shall forward to STATE a list of all bids, proposals, or price quotations received, a copy of the selected bid or proposal, copy of the bids or proposals of all those whose prices are lower than the selected vendor's, an explanation of the basis for selecting the selected vendor and for rejecting lower bids (if any). In the case of a single bid, sole source, or negotiated price contract, this shall include a statement by the CONTRACTOR that the price is fair and reasonable and the basis for that determination (FTA Circular C 4220.1F "Third-party Contracting Guidance").
46. FTA Regulations, Policies, Procedures and Directives. The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (15) dated October, 2008) between the STATE and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The CONTRACTOR's failure to so comply shall constitute a material breach of this Agreement. In the event any portion, term, condition or provision of this Agreement should be deemed illegal or in conflict with the laws of the State of California or with Federal law or otherwise be unenforceable, the remaining portion, terms, conditions or provisions shall not be affected thereby.
47. Amendments to Federal, State and Local Laws, Regulations and Directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless FTA provides otherwise in writing.
48. Disposition of Equipment. The disposition of all PROJECT equipment shall be made in accordance with the requirements of 49 C.F.R. Part 19, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and FTA C 9070.1F (Section 5310) and 49 U.S.C. § 5310. Whenever any PROJECT equipment is withdrawn from the PROJECT for any reason, the CONTRACTOR shall immediately notify the STATE. Should the PROJECT be terminated, all property procured under this agreement becomes property of the STATE and may be

Rev. 03/18/2014



## EXHIBIT C

transferred to other eligible contractors at the sole discretion of the STATE. At the option of the STATE, the CONTRACTOR shall do one of the following:

- A. Written Notice of Termination. The STATE may terminate this contract upon finding that the CONTRACTOR is not operating the PROJECT equipment in accordance with the project description in Exhibit A, Scope of Work, or that the CONTRACTOR is otherwise not complying with the terms of this contract. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR'S corrective measures are adequate. If CONTRACTOR fails to remedy to STATE'S satisfaction the breach or default or any of the terms, covenants, or conditions of this contract the STATE shall have the right to terminate the contract without any further obligation to the CONTRACTOR. Any such termination for default shall not in any way operate to preclude the STATE from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default. Once a contract has been terminated within the provisions of this section, the STATE reserves the right to seize vehicles or equipment procured under this agreement.
  - B. Remit to the STATE the proportional amount of current market value that exceeds \$5,000 per unit at the time of disposition, if any, of PROJECT equipment which shall be based on the percentage of the FTA grant funds paid by CONTRACTOR under this agreement. Fair market value shall be deemed to be the value of the PROJECT equipment as determined by a competent appraisal at the time the equipment is withdrawn from use; and
  - C. Return the equipment to the STATE in the same condition as when received by the CONTRACTOR, except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others.
49. Property Maintenance and Inspection. While the PROJECT is in the possession or control of the CONTRACTOR, the CONTRACTOR shall operate or maintain the PROJECT in accordance with detailed maintenance and inspection schedules provided by the manufacturer, keeping a written log or record of all repairs and maintenance. STATE and the FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and proper maintenance of the PROJECT. No alterations may be made to the PROJECT in its as-received condition without first receiving written approval from STATE.
50. Insurance.
- A. While the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall maintain adequate insurance protection against liability for damages for personal bodily injuries (including death), property damage, and vehicle damage as conditioned in this section.
  - B. The minimum limits of liability may be increased by the STATE at any time upon thirty (30) days notice to the CONTRACTOR.
  - C. The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
  - D. The STATE, its officers, employees, and agents shall be named as additional insured.



## EXHIBIT C

- E. The STATE is designated as the Loss Payee for claims of damage to the insured vehicle(s).
- F. The STATE will not be responsible for any premiums or assessments on the policy.
- G. The CONTRACTOR, and/or third-party subcontractor, shall furnish to the STATE, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California.
- H. Prior to the annual insurance policy expiration date, the CONTRACTOR shall furnish to the STATE a new certificate of insurance or other written evidence of insurance satisfactory to the STATE. At any time that such evidence of insurance has not been provided, the STATE shall have the right immediately to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.
- I. The CONTRACTOR shall provide the STATE at least thirty (30) days notice of cancellation or material change of the vehicle insurance policy.
- J. Public Agency or For-Profit CONTRACTORS. The following terms apply to all CONTRACTORS who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
1. Property Damage: The CONTRACTOR shall place property damage, whether the property of one or more claimants, in an amount not less than one million five hundred thousand dollars (\$1,500,000) per occurrence (combined single limit) for property damage liability combined in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) per occurrence for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
  2. Bodily Injury: The CONTRACTOR shall place bodily injury in an amount not less than one million five hundred thousand dollars (\$1,500,000) per occurrence (combined single limit) in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) per occurrence for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.
  3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
- K. Non-Profit Agencies: The following terms apply to all CONTRACTORS who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
1. Property Damage: The CONTRACTOR shall place property damage, whether the property of one or more claimants, in an amount not less than one million dollars (\$1,000,000) per occurrence (combined single limit) for property damage liability combined in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) per occurrence for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
  2. Bodily Injury: The CONTRACTOR shall place bodily injury in an amount not less than one million dollars (\$1,000,000) per occurrence (combined single limit) in respect to vehicles with seating

Rev. 03/18/2014



## EXHIBIT C

capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) per occurrence for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.

- c. **Vehicle Physical Damage:** The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

51. **Excise Tax.** The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The STATE will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

52. **Potential Subcontractors**

- A. **No Relationship Between STATE and Third-Party Contractor.** Nothing contained in this Agreement or otherwise, shall create any contractual relation, obligation or liability between the STATE and any third-party contractors, and no third-party agreement shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the STATE for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the STATE'S obligation to make payments to the CONTRACTOR. As a result, the STATE shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
- B. **Third-Party Contracts and Subagreements Affected.** To the extent applicable, Federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by FTA.
- C. **No Federal Government Obligations to Third Parties.** The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- D. **Obligations on Behalf of the STATE.** The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the STATE.
- E. **STATE Approval of All Third-Party Contracts.** The STATE shall approve in writing all proposed third-party contract agreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Agreement prior to implementation. The CONTRACTOR agrees that it will not enter into any third-party contracts unless the same are approved in writing by the STATE. Any proposed amendments to such third-party contracts must be approved by the STATE prior to implementation.



**EXHIBIT C**

53. Narrowband Migration Deadline. The CONTRACTOR must comply with the Federal Communications Commission Public Notice DA09-2589 deadline for private land mobile radio services in the 150-174 MHz and 421-512 MHz bands which will migrate to narrowband (12.5 kHz or narrower) technology effective January 1, 2013.
54. Indemnification. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CONTRACTOR under this Agreement. It is understood and agreed that CONTRACTOR and/or its agents shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents under this Agreement., employees, representatives, and agents.



## EXHIBIT C

**APPENDIX A**  
**TITLE VI PROGRAM CHECKLIST**

Every three years, on a date determined by FTA, each recipient is required to submit the following information to the Federal Transit Administration (FTA) as part of their Title VI Program. Subrecipients shall submit the information below to their primary recipient (the entity from whom the subrecipient receives funds directly), on a schedule to be determined by the primary recipient.

**General Requirements (Chapter III)**

*All recipients must submit:*

- Title VI Notice to the Public, including a list of locations where the notice is posted
- Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)
- Title VI Complaint Form
- List of transit-related Title VI investigations, complaints, and lawsuits
- Public Participation Plan, including information about outreach methods to engage minority and limited English proficient populations (LEP), as well as a summary of outreach efforts made since the last Title VI Program submission
- Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance
- A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
- A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
- A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program. For State DOT's, the appropriate governing entity is the State's Secretary of Transportation or equivalent. The approval must occur prior to submission to FTA.
- Additional information as specified in chapters IV, V, and VI, depending on whether the recipient is a transit provider, a State, or a planning entity (see below)
- The State of California shall include a description of how the agency monitors its subrecipients for compliance with Title VI, and a schedule of subrecipient Title VI Program submissions

**EXHIBIT D****SECTION 5310****Additional Provisions**

1. Agreement Discrepancy. Should there be a discrepancy between the State Management Plan and this Agreement, the Agreement shall govern.
2. Independent Performance. The CONTRACTOR, and the agents and employees of CONTRACTOR, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. Procurement Standards
  - A. The local procurement of all PROJECT equipment shall be conducted in accordance with the procurement standards set forth in the Federal Office of Management and Budget (OMB) Circular A-102, 49 C.F.R. Part 18 "Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments" and OMB Circular A-122, 49 C.F.R. Part 19, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations." The STATE will act as the procurement agent for all vehicles for non-profit Agencies.
  - B. FTA Circular C 4220.1F "FTA Third-Party Contracting Guidelines", FTA C 9070.1F (Section 5310), 49 U.S.C. § 5310, 49 C.F.R. Part 663 "Pre-Award and Post Delivery Audits of Rolling Stock" and the State's Contract Vehicle Manual. The CONTRACTOR shall conduct the procurement or, with the approval of the STATE, designate another Section 5310 recipient or a government agency to conduct the procurement on its behalf.
4. Pre-Award Authority. The STATE shall not authorize the procurement of vehicles or equipment under this Agreement until such time that the Federal Transit Administration has notified the STATE that the Program of Projects has been fully funded and is available to the STATE for disbursement.
5. Vehicle Procurement Options. All vehicle procurements shall comply with one of the following conditions depending on agency type and option selected:
  - A. Non-Profit Agencies. The STATE is required to order vehicles for non-profit agencies from a State approved Contract.
  - B. Public Agencies. Public agencies have three (3) vehicle procurement options.
    1. STATE purchases vehicles for CONTRACTOR from a State approved Contract.
    2. CONTRACTOR purchases vehicles directly from a State approved Contract. CONTRACTOR shall purchase vehicle in full from the vendor with prior STATE approval.
    3. CONTRACTOR purchases vehicles through its' own procurement procedures. Public agencies who choose to procure vehicles through its' own process must receive prior STATE authorization.
  - C. Payment Provisions are detailed in Exhibit B.
6. Purchase Orders for Vehicles. All vehicle procurements shall:
  - A. Be consistent with the approved bid award listed in Exhibit A, Scope of Work.

**EXHIBIT D**

- B. Be consistent with Billing and Payment instructions listed in Exhibit B, Budget Detail and Payment Provisions.
- C. Designate through the vender with Department of Motor Vehicles, Caltrans, Division of Mass Transportation, as the lien holder on the Certificate of Title and the CONTRACTOR as the registered owner.
7. Bid Proposal Approval for Other Equipment. No award shall be made without written approval from the STATE prior to purchase. The CONTRACTOR shall submit the following documents for approval to the STATE in advance of the proposed award:
- A. Solicitation document detailing the specifications of the PROJECT for purchase.
- B. At least three (3) competitive like-kind bids using the same specifications indicated in Part A above.
- C. A listing of all bids, proposals, or price quotations which includes an analysis of all bids received detailing comparison information.
- D. Disadvantaged Business Enterprise (DBE) Awards/Commitments Form.
- E. An explanation of the basis for selecting the proposed vendors and for rejecting lower bids (if any). In the case of a single bid, sole source, or negotiated price contract, the CONTRACTOR shall include a statement certifying that the price is fair and reasonable and the justification for the single-bid determination (FTA Circular C 4220.1F "FTA Third-Party Contracting Guidelines").
8. Purchase of Other Equipment. After receiving written approval from the STATE, CONTRACTOR shall purchase approved PROJECT equipment within three months of Agreement execution or be subject to contract termination provisions described in Exhibit C Part 47. Upon receiving documentation outlined in, Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS of this Standard Agreement, and the Disadvantaged Business Enterprise (DBE) Actual Payment Form, the STATE will reimburse the Federal Share.
9. Evidence of Insurance. The CONTRACTOR shall furnish to the STATE, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California. Evidence of insurance shall also be provided to the STATE annually and prior to the expiration date of the certificate. At any time that such evidence of insurance has not been provided, the STATE shall have the right immediately to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.
10. Equipment Ownership and Relinquishment. At all times while the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall be the registered owner and STATE shall be the legal owner or lienholder. The CONTRACTOR shall not transfer ownership of the PROJECT equipment at any time while this contract is in effect. As the lienholder, the STATE may take possession of the PROJECT equipment, as a result of the CONTRACTOR'S non-compliance with contract terms or by mutual Agreement between the STATE and the CONTRACTOR. The STATE shall retain the original Certificate of Title until such time that disposition of the PROJECT equipment is released by the STATE to the CONTRACTOR or other appropriate party as outlined in Exhibit C of this Agreement.
11. Semi-Annual Milestone Reporting. The CONTRACTOR shall submit a Semi-Annual Milestone Report of its use of PROJECT equipment within thirty (30) calendar days after the close of each

**EXHIBIT D**

federal reporting period. The federal reporting periods are: 1) October 1 – March 31; 2) April 1 – September 30.. (Semi-Annual Milestone Reports are due no later than April 30, and October 30 of each calendar year.) The report shall contain information requested by the STATE to indicate the extent to which the CONTRACTOR is carrying out the PROJECT in accordance with the terms of this contract. Failure to meet these requirements shall be considered grounds for PROJECT Termination as described in Exhibit C of this Agreement.

12. Loss or Damage to PROJECT Equipment. The CONTRACTOR shall notify the STATE, within ten (10) working days of any loss or damage, including accident, fire, vandalism, theft, to the PROJECT equipment.
13. Disadvantaged Business Enterprise. CONTRACTOR shall report their DBE participation in their Other Equipment procurement opportunities using the STATE'S DBE Award/Commitments and Actual Payments forms to be provided by the STATE at the time of initial equipment bidding. Additional DBE requirements are provided at Exhibit C.

14. Useful Life.

The following Useful Life standards shall determine when PROJECT equipment will no longer be subject to monitoring and reporting requirements once the agency notifies Caltrans in writing if the vehicle will be retained or sold. These criteria are subject to review by the 5310 Branch Chief if either factor is less than the value shown herein.

Minivans	100,000 miles or 4 years
Bus Type I, IA, IB, II, III	150,000 miles or 5 years
Bus Type VII	200,000 miles or 7 years
Bus Type VIII	350,000 miles or 10 years
Hardware/Software	3 years

While age and mileage are the primary criteria used to determine the useful life of vehicles, this determination is based on the date the vehicle or other equipment was put into active service, not the actual model year of the vehicle.

Fair market value shall be based on the value of the vehicle as determined by a current competent appraisal.

Per FTA Circular 5010.1D, page IV-25, when Useful Life Standards are met the STATE shall remain the lien holder for vehicles until one of the conditions below are met:

A. Equipment with Fair Market Value Greater Than or Equal to \$5,000:

If the vehicle has met the Useful Life criteria, the CONTRACTOR will remain the registered owner and Caltrans will remain the lien holder. Should the CONTRACTOR choose to sell the vehicle, Caltrans must be notified in advance of the pending sale and provide in writing the terms of the sale and the intended use of the sale revenue. All sale revenue must be retained in the CONTRACTOR'S transportation program. Supporting documentation on the use of sale revenue must be provided to STATE upon request.

B. Equipment with Fair Market Value Less Than \$5,000:

Once the vehicle has met the Useful Life standards, full title will be released to the CONTRACTOR. All sale revenue must be retained in the CONTRACTOR'S transportation program. Supporting documentation on the use of sale revenue must be provided to STATE upon request.



**EXHIBIT A**

**SECTION 5310**

**SCOPE OF WORK**

1. The CONTRACTOR shall use the PROJECT equipment at all times exclusively and in conformity with the following project description for as long as the equipment is needed for the PROJECT. Vehicles may not be transferred out of this geographic area, even if within same agency, without prior written approval from STATE.
2. The CONTRACTOR shall provide transportation service primarily to elderly persons and persons with disabilities, including their incidental baggage, and to persons accompanying the elderly persons or persons with disabilities.
3. If any PROJECT equipment, designated under Exhibit A, Paragraph 5 of this contract is to replace existing equipment, the equipment being replaced shall be withdrawn from the existing PROJECT inventory and placed in backup service upon delivery and acceptance of the new PROJECT equipment.
4. The CONTRACTOR'S scope of work is described as follows:
  - A. At a minimum, transportation service shall be provided between XXAM to XX PM, DAY through DAY (or at a minimum of 20 hours per week) for each vehicle.
  - B. The CONTRACTOR'S geographic area that will be served by the transportation program is as follows:  
 [Insert project specific service area per application]
5. The new PROJECT for equipment or new vehicles (not designated as "used" by Federal Trade Commission Agency 16 CFR Part 455.1(d)(2)) as well as California Vehicle Code Section 100-680, and estimated cost, is as follows:

ITEM	QUANTITY	*AWARD	TOTAL AMOUNT
Larger Bus (R)	1	105,000	105,000

Grant Award-Total Cost of PROJECT Equipment: \$ 105,000

Federal Share: 88.53%      \$ 92,957  
 Toll Credit: 11.47%      \$ 12,044

\*Maximum grant amount as determined by awarded project costs.

6. The following vehicles will be removed from active service and placed into backup service, or sold.

VIN	Model Year	Make	Back Up	Sold
92466	2000	BlueBird CSRE		X



**EXHIBIT A**

**7. Transfer of Used Vehicle/Equipment**

- A. The STATE will evaluate potential transfer need for vehicle/equipment. The CONTRACTOR will submit an abbreviated Application containing the following information.
- Project Description and Justification for Funding Request (Replacement or Expansion);
  - Proposed Service and Operating Plan (including map of service area);
  - Existing Transportation Services (current fleet);
  - Proposed Transportation Services; and
  - Signed Certifications and Assurances
- B. The CONTRACTOR's abbreviated Application as attached, is incorporated, herein, and is made part of this Agreement. In the event the CONTRACTOR's abbreviated Application is in conflict with any terms or conditions of this Agreement, this Agreement shall supersede the CONTRACTOR's abbreviated Application.
- C. The CONTRACTOR agrees to perform the PROJECT to provide transportation services primarily to elderly persons and persons with disabilities, including their incidental baggage, and to persons accompanying the elderly persons or persons with disabilities in accordance with the terms and conditions of this Agreement and the CONTRACTOR's abbreviated Application for Federal assistance which is on file with the Mass Transportation Program and is now expressly incorporated into this Agreement.
- D. The CONTRACTOR shall use the PROJECT equipment at all times exclusively and in conformity with the project description for as long as the equipment is needed for the PROJECT. Vehicles may not be transferred without prior written approval from STATE.

8. The PROJECT representatives during the term of this Agreement will be:

State Agency: Department of Transportation	CONTRACTOR: Laguna Honda Hospital and Rehabilitation Center
Name: Chuck Gunter	Name: Barbara A. Garcia
Title: Chief, Elderly and Disabled Specialized Transit	Title: Executive Director
Phone: (916) 657-3875	Phone: 415-759-2363
Fax: (916) 654-9366	Fax:

Direct all inquiries to:

State Agency: Department of Transportation	CONTRACTOR: Laguna Honda Hospital
Section/Unit: Division of Mass Transportation	Section/Unit:
Attention: Valarie Smith	Attention: William Frazier
Address: P.O. Box 942874 Sacramento, CA 94274-0001	Address: 375 Laguna Honda Blvd San Francisco, CA 94116
Phone: (916) 654-8065	Phone: 415-759-3384
Fax: (916) 654-9366	Fax:



**EXHIBIT B****SECTION 5310****BUDGET DETAIL AND PAYMENT PROVISIONS****1. Invoicing and Payment**

- A. Local Share. The CONTRACTOR agrees that it will deposit funds with Bank of America in the amount specified within 90 days after signing Agreement (minus the amount required for locally procured other equipment). In accordance with FTA C 9070.1F, the local share may be derived from Federal programs that are eligible to be expended for transportation, other than DOT programs, or from Department of Transportation (DOT) Federal Lands Highway Program. The CONTRACTOR will be responsible for 100% of all costs which exceed the approved grant amount. In no event shall the STATE be obligated to contribute STATE funds toward the cost of the PROJECT. Deposit instructions shall be provided to the CONTRACTOR by the STATE.
- B. Local Match Deposit. PROJECT equipment will not be procured by the STATE, on behalf of the CONTRACTOR, until the deposit of the CONTRACTOR'S local match has been verified by the STATE. Local Match deposit shall be deposited within 90 days of Agreement execution.
- C. Billing and Payment for Vehicle Procurement. Maximum vehicle funding limits shall be set by the STATE and shall apply to non-profit and public agencies without prejudice. Purchase order requirements are further detailed in Exhibit D. The Federal Share for all vehicle procurements shall not exceed 88.53% of the grant amount identified.
1. Non-Profit Agencies. The STATE is required to order vehicles for non-profit agencies from a State approved Contract. The CONTRACTOR must deposit the local match in the designated Bank of America account before the vehicle is ordered. No further billing or payment is required of the CONTRACTOR. In the event a balance due is owed to the CONTRACTOR for any unused portion of the local match, the CONTRACTOR shall request a refund from Caltrans in writing. Caltrans will initiate the refund process with Bank of America.
  2. Public Agencies. Payment for vehicles ordered by public agencies shall comply with the appropriate provision below:
    - a. Public agency CONTRACTORS that have a vehicle procured for them by the STATE will follow payment options identified in Exhibit B above.
    - b. Public agency CONTRACTORS, that purchase vehicles themselves from a State approved Contract, shall purchase vehicle in full from the vendor. Purchase order reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle delivery is accepted by the STATE.
    - c. Public agency CONTRACTORS, that complete their own procurement not from the State Contract, shall purchase vehicle in full from the vendor. Purchase order reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle delivery is accepted by the STATE.
    - d. Upon review and approval by the STATE, STATE agrees to reimburse the Public Agency CONTRACTOR for allowable costs not to exceed 88.53% of the approved grant amount upon receipt of a complete and correct invoice package including proof of payment which includes a preaward and post delivery audit, and otherwise meets the requirements of this Standard Agreement. Incomplete or disputed invoices shall be returned to Public Agency Contractor, unpaid, for correction.



**EXHIBIT B**

## 3. Procurement options are identified in Exhibit D.

- D. Billing and Payment for Other Equipment. Funds allocated for use on this PROJECT identified as Other Equipment are payable to the CONTRACTOR in arrears on a reimbursement basis. The CONTRACTOR shall submit its request(s) for payment to the STATE upon completion of procurement process detailed in Exhibit D.. The request(s) for payment shall certify that the CONTRACTOR has received and accepted the equipment and shall be submitted together with copies of the vendor's original invoice and the CONTRACTOR'S purchase order including proof of payment. The CONTRACTOR'S invoice and the vendor's paid invoice shall be consistent with the purchase order and include a breakdown of unit costs, sales tax, registration fees, any items not payable under this PROJECT, and any items not subject to sales tax. The latter includes "items and materials when used to modify a vehicle for physically handicapped persons", which are exempt from sales tax under Revenue and Taxation Code § 6369.4
- E. Upon review and approval by the STATE, the STATE agrees to reimburse the CONTRACTOR for allowable costs as defined in 2 CFR Part 225 and 49 CFR, Part 18 upon receipt of an invoice that is itemized per the Bid Approval Letter, and otherwise meets the requirements of this Standard Agreement. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- F. The obligations of the STATE to CONTRACTOR under the terms of this contract shall terminate upon payment of CONTRACTOR'S invoices for the PROJECT equipment. All invoices shall be submitted for payment within 90 days of equipment acquisition. The obligations of the Contractor under this Agreement shall remain in effect until all PROJECT equipment has been disposed of under the terms of this Agreement:
- G. The net PROJECT cost and allowability of individual items of PROJECT cost shall be determined in conformance with CFR 48, Federal Acquisition Regulations System, Chapter 1, Part 31, 2 CFR Part 230 (OMB Circular A-122), "Cost Principles for Non-profit Organizations," and other applicable regulations, circulars, or memorandums that may be issued by Federal Transportation Administration (FTA).
- H. Requests for PROJECT reimbursements shall be submitted no later than May 1, 2014.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the STATE shall have no liability to pay any funds whatsoever to CONTRACTOR or to furnish any other considerations under this Agreement and CONTRACTOR shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an Agreement amendment to CONTRACTOR to reflect the reduced amount.

3. Prompt Payment Clause.

- A. In the event the contractor is a certified small business or similar entity, but not a public agency, the STATE shall make payment within 45 days in accordance with Government Code Chapter 4.5 Section 927.



**EXHIBIT B**

- B. The CONTRACTOR shall pay any third-party contractor not later than 10-days of receipt of each progress payment unless a longer period is agreed to in writing, as cited in the California Business and Professions Code, Section 7108.5.
  - C. Should the CONTRACTOR choose to include retainers in third-party contracts, the CONTRACTOR must adhere to the requirements of Section 7108.5 as cited above. The CONTRACTOR must ensure prompt and full payment of retainage to third-party contractors no later than 30 days after the third-party contractor's work is satisfactorily completed, as cited in 49 CFR Part 26.29.
4. Project Payment Closeout Clause
- A. CONTRACTOR agrees that once PROJECT payment is complete, any outstanding balance will revert to the STATE for distribution or reallocation to the FTA Section 5310 Program.
  - B. Upon successful completion of the PROJECT or upon termination by STATE, the parties shall determine the amount of compensation, if any, to be repaid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA due to payments erroneously made to the CONTRACTOR in excess of the total PROJECT amount eligible for Federal reimbursement.

## EXHIBIT C

**GENERAL TERMS AND CONDITIONS FOR ALL FEDERAL GRANT PROGRAM**

1. Subrecipient. For the purpose of this Agreement, the CONTRACTOR is the subrecipient as referenced in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) (pub.L.109-059). As a grant subrecipient of FTA funds the CONTRACTOR agrees to comply with the Federal statutes, regulations, executive orders, directives and administrative requirements which relate to applications made to and grants received from FTA including but limited to the USDOT FTA Master Agreement (15), October 1, 2008 and FTA C 9070.1F, Elderly Individuals and Individuals with Disabilities Program Guidance and Application Instructions, or FTA C 9040.1F, Nonurbanized Area Formula Program Guidance and Grant Application Instructions, or FTA C 9045.1, New Freedom Program Guidance and Application Instructions, or FTA C 9050.1, The Job Access and Reverse Commute (JARC) Program Guidance and Application Instructions.
2. Approval.
  - A. Except as provided herein this Agreement is of no force or effect until signed by both parties and approved by the STATE.
  - B. The STATE reserves the right to sign and approve the Agreement provided however, the commencement of work should not be authorized until the expenditure of federal funds has been authorized by the FTA for a specific Federal fiscal year. The CONTRACTOR may not commence performance until federal authorization has been obtained.
  - C. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after the determination was made.
  - D. This Agreement is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
  - E. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
  - F. State Law. This Agreement shall be interpreted according to the laws of the State of California, except as to those provisions where federal law shall apply; as to those provisions where federal law applies, the rules, regulations, statutes and executive orders of the federal government shall be applicable. In the event that any provision of this Agreement requires that CONTRACTOR observe or comply with or perform any activity in contradiction or violation of State law, the CONTRACTOR will notify STATE at once, in writing, of such provision. The remaining Agreement provisions shall not be affected. The unenforceable provision(s) shall be renegotiated by the CONTRACTOR and STATE for mutually agreed appropriate changes and/or modifications; and the CONTRACTOR shall proceed, as soon as is possible, with PROJECT.
  - G. No issuance of a Standard Agreement or amendments will be provided until proof of the project has been programmed and is in an approved FSTIP.

## EXHIBIT C

3. Enforcement/Remedies for Non-Compliance. If a CONTRACTOR materially fails to comply with any term of this Agreement, or fails to refund any moneys due STATE, the STATE may take one or more of the following actions:
- A. Disallow or temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
  - B. Wholly or partially suspend or terminate the current award for the CONTRACTOR's PROJECT.
  - C. Withhold future awards to the CONTRACTOR for the program.
  - D. Withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from remaining grant balance and/or future apportionments, or any other funds due CONTRACTOR from the Federal Trust Fund or any other sources of funds.
  - E. Take other remedies that may be legally available.
4. Timeliness. Time is of the essence in this agreement and shall be signed and returned by the CONTRACTOR within 90 calendar days after mailing. In the event this agreement is not signed and returned within 90 days of mailing, the PROJECT identified in Exhibit A of this AGREEMENT from FTA's grant award may at the discretion of the STATE be withdrawn and cancelled.
5. Amendment. No amendment or alteration of the terms of this Agreement shall be valid unless submitted in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. Amendments shall be signed and returned by the CONTRACTOR within 90 calendar days after mailing. In the event this amendment is not signed within 90 days of mailing, the PROJECT identified in Exhibit A of this AGREEMENT from FTA's grant award may at the discretion of the STATE be withdrawn and cancelled.
6. Assignment. This Agreement is not assignable by the CONTRACTOR, either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
7. Independent Contractor. The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
8. Antitrust Claims. The CONTRACTOR by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the CONTRACTOR shall comply with the requirements of the Government Codes Sections set out below.
- A. The Government Code Chapter on Antitrust claims contains the following definitions:
    - i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the STATE or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - ii. "Public purchasing body" means the STATE or the subdivision or agency making a public purchase. Government Code Section 4550.
  - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

## EXHIBIT C

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
9. Child Support Compliance Act. "For any Agreement in excess of \$100,000, the CONTRACTOR acknowledges in accordance with Public Contract Code 7110, that:
- A. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The CONTRACTOR, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."
10. Unenforceable Provision. In the event that any provision of this Agreement is unenforceable or held to be unenforceable by a court of competent jurisdiction, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
11. Priority Hiring Considerations: If this Agreement includes services in excess of \$200,000, the CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
12. State Management Plan. The STATE is designated by the Governor to administer the FTA Section 5310, 5311, 5316 and 5317 programs in California. The implementation and administration of the FTA programs are outlined in the each program's State Management Plan and is available at the Department of Transportation, Division of Mass Transportation website at, <http://www.dot.ca.gov/hq/MassTrans/>.
13. Annual Certification and Assurances. As requested by the STATE, the CONTRACTOR must complete and submit to the STATE the annual FTA Certifications and Assurances for Federal Transit Administration Assistance Programs, Certifications and Assurances Checklist and Signature Page to be provided by STATE.
14. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statute or regulations, the CONTRACTOR agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any Federal assistance funds awarded by STATE on behalf of the FTA to support procurements using exclusionary or discriminatory specifications.

**EXHIBIT C**

15. Buy America. The CONTRACTOR shall comply with the Buy America requirements of 49 USC 5323(j) and 49 CFR Part 661 for all procurements of steel, iron and manufactured products used in PROJECT. Buy America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000). Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.
16. U.S. Flag Requirements.
- A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subcontractors must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preference-U.S. Flag Vessels."
  - B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subcontractors must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States Flag Air Carriers," and 41 CFR Sections 301-10.131 through 301-10.143.
  - C. Project Travel. In accordance with 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.
17. Accounting Records. The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR's accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by STATE. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices and vouchers.
18. Worker's Compensation. The CONTRACTOR hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the CONTRACTOR is defined as independent contractors, this clause does not apply.
19. Vehicle Operator Licensing. The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.
20. Audit Requirements. The CONTRACTOR shall be responsible for meeting the audit requirements of OMB Circular A-133, or any revision or supplement thereto. The required audit reports shall be submitted to the State Controller with a copy to STATE in conformance with the compliance guidelines issued by the California Department of Finance. The cost of audits made in accordance with the provisions of OMB Circular A-133 is an allowable charge to this PROJECT, to the extent provided by OMB Circular A-133.
21. Record Keeping. The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the performance period and for three (3) years from the date of final payment under this Agreement and all subrecipient contracts.
22. Examination of Records. STATE'S Audits Office, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Agreement for audits, examinations,

**EXHIBIT C**

excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subcontract entered into relative to the PROJECT.

23. Examination of Accounting. The CONTRACTOR'S accounting system and billing procedures are subject to audit by STATE prior to contract award, and accounting records pertaining to work performed and costs billed to STATE are subject to audit for a period of three (3) years after date of final payment under this Agreement. If the CONTRACTOR fails to retain records such as employee time cards, payroll records, travel records, equipment time and cost records, billings from subcontractors, material and equipment suppliers records that are sufficient to permit audit verification of the validity of cost charged to STATE, the CONTRACTOR will be liable for reimbursement to STATE of all unsubstantiated billings.
24. Reporting Forms. The CONTRACTOR shall furnish STATE with any additional reports or data that may be required by FTA or other federal agencies. Such reports and/or data will be submitted on forms provided by STATE.
25. Debarment and Suspension. The CONTRACTOR agrees as follows:
- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DOT regulations on Debarment and Suspension and 49 CFR Part 29.
  - B. Unless otherwise permitted by FTA, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-agreement of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement or Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.
  - C. Before entering into any sub-agreements with any subrecipient, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that subrecipient and its "principals," as defined at 49 CFR Part 29.
  - D. Before entering into any third-party contract exceeding \$25,000, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any third-party sub-contract of any amount (at any tier) to a debarred or suspended sub-contractor, and to obtain a similar certification from any third-party subcontractor (at any tier) seeking a contract exceeding \$25,000.
26. Compliance with Federal Statutes. During the performance of this Agreement, the CONTRACTOR, its assignees and successors in interest, agree to comply with all Federal statutes and regulations applicable to grantee recipients under the Federal Transit Act, including, but not limited to the following:
- A. Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No.

Rev. 04/24/12



**EXHIBIT C**

11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the contract covers a program whose goal is employment. Further, In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. Solicitations for Subcontracts Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the FTA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the STATE or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. In accordance with 49 CFR Part 21 and as described in FTA Circular 4702.1, and the California Department of Transportation Title VI Program Plan, and upon request from the STATE, the CONTRACTOR shall comply with the following reporting requirements. The CONTRACTOR is also responsible for ensuring compliance of each third-party contractor at any tier of the PROJECT.
1. Provide an Annual Title VI Certification and Assurance.
  2. Establish and maintain Title VI complaint procedures.
  3. Record Title VI investigations, complaints, and lawsuits.
  4. Provide meaningful access to Limited English Proficient Persons.
  5. Notify beneficiaries of protection under Title VI.



**EXHIBIT C**

6. Provide additional information upon request.
  7. Prepare and submit a Title VI Program.
  8. Guidance on conducting an Analysis of Construction PROJECT'S.
  9. Guidance on promoting Inclusive Public Participation.
- F. Sanctions for Noncompliance. In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, the STATE shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies, and/or
  2. Cancellation, termination or suspension of the Agreement, in whole or in part.
- G. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the STATE or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the STATE to enter into such litigation to protect the interest of the STATE, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
27. Disadvantaged Business Enterprise. The CONTRACTOR agrees to:
- A. Comply with U.S. DOT regulations, "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs", 49 CFR Part 26 and will cooperate with STATE with regard to maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum opportunity to compete for sub contractual work under this Agreement.
  - B. Complete and submit to STATE a DBE Implementation Agreement with the DOT-213 Standard Agreement. STATE shall provide the Implementation Agreement to the CONTRACTOR prior to vehicle ordering.
  - C. Report twice annually on DBE participation in their contracting opportunities; their award/commitments and actual payments.
  - D. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any U.S. DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C, 3801 et seq.).

## EXHIBIT C

- E. The CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
28. Section 504 and Americans with Disabilities Act Program Requirements. The CONTRACTOR will comply with 49 C.F.R. Parts 27, 37 and 38, implementing the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.
29. Warranty for Application to the Small Urban and Rural Program. The CONTRACTOR accepts the terms and conditions of the "Special Section 13(c) Warranty for Application to the Small Urban and Rural Program," as executed by the Secretary of Labor and the Secretary of Transportation on May 31, 1979, and those terms and conditions are incorporated by reference into this Agreement.
30. Public Lands. The CONTRACTOR agrees to refrain from using in its PROJECT any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of National, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and also refrain from using in its PROJECT any land from a historic site of National, State, or local significance unless the Federal Government makes the specific findings as required by 49 U.S.C. § 303.
31. Energy Conservation. The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. §§ 6321 *et seq.*
32. Receipt of Commission. The CONTRACTOR warrants that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for these funds obtained as a consequence of this Agreement.
33. Conflict of Interest.
- A. In accordance with 41 U.S.C. § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
  - B. The CONTRACTOR certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
  - C. The CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
  - D. The CONTRACTOR will not be awarded a contract if the financial interests are held by a current officer or employee of the STATE. Additionally, a contract will not be awarded to an officer or employee of the STATE to provide goods and service. Likewise, the CONTRACTOR officials and employees shall also avoid actions resulting in or creating an appearance of:
    - 1. Using an official position for private gain;
    - 2. Giving preferential treatment to any particular person;



**EXHIBIT C**

3. Losing independence or impartiality;
  4. Affecting adversely the confidence of the public or local officials in the integrity of the program.
- E. Former STATE employees will not be awarded a contract for 2 years from the date of separation if that employee had any part of the decision making process relevant to the agreement, or for 1 year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the 12-month period to his or her separation from State service.
- F. Neither the CONTRACTOR nor any of its employees, suppliers or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the PROJECT or any property included or planned to be included in the PROJECT, in which any member, officer, or employee of the CONTRACTOR or its subcontractor, during the PROJECT term and for one year thereafter, has any direct or indirect conflict of interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the PROJECT term any such interest, and if such interest is immediately disclosed to the CONTRACTOR and such disclosure is entered upon the minutes of the CONTRACTOR's written report to STATE of such interest, the STATE, may waive the conflict of interest; provided that the officer or employee shall not participate in any action by the CONTRACTOR or the locality relating to such contract, subcontract, or arrangement.
- G. The CONTRACTOR shall insert in all contracts entered into in connection with the PROJECT or with any property included or planned to be included in any PROJECT, and shall require its contractors to insert in each of their subcontracts, the following provision:
- "No member, officer, or employee of the CONTRACTOR or of the locality during the PROJECT term or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof."
- H. The provisions of this subsection shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories or to any agreement for utility services, the rates for which are fixed or controlled by a governmental agency.

**34. Lobbying.**

- A. The CONTRACTOR agrees that it will not use Federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. DOT Regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, if the CONTRACTOR'S PROJECT exceeds \$100,000, FTA will not make any Federal assistance available to the CONTRACTOR until FTA has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with the awarding of any Federal grant, cooperative agreement or any other Federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress,



**EXHIBIT C**

in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.

- C. The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000 and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of facts upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

35. Program Fraud and False or Fraudulent Statements or Related Acts.

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to that underlying contract or the FTA assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

36. Contracts Involving Federal Privacy Act Requirements. The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

- A. The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.



## EXHIBIT C

- B. The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
37. Drug-Free Workplace. The CONTRACTOR certifies by signing this Agreement that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government code Section 8355, et seq. The CONTRACTOR is required to include the language of this certification in award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any subrecipient at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor any tier, each affected subrecipient at any tier, and their employees with 49 U.S.C. Section 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.
38. Charter Service Operations. The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on Federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this agreement, and any violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
39. School Bus Operations. Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323 (f) and implementing regulations, and (2) comply with requirements of 49 CFR part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance awarded by FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR part 605 will apply to any school transportation it provides, that the definitions of 49 CFR part 605 apply to any school transportation agreement, and a violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
40. Use of \$1 Coins. As applicable, and to comply with Section 104 of the Presidential \$1 Coin Act of 2006, 31 U.S.C. Section 5312(p), the CONTRACTOR must ensure that FTA assisted property that requires the use of coins or currency in public transportation service or supporting service be fully capable of accepting and dispensing \$1 coins.
41. Protection of Animals. The CONTRACTOR must ensure that all third-party contractors providing services involving the use of animals must comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 et seq. and Department of Agriculture regulations, "Animal Welfare," 9 CFR Subchapter A, Parts 1,2,3, and 4.
42. Additional Termination Clauses.
- A. Termination for Convenience. When it is in the STATE'S best interest, the STATE reserves the right to terminate this Agreement, in whole or in part, at any time by providing a ten (10) day written notice to

## EXHIBIT C

the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the STATE. If the CONTRACTOR has any property in its possession belonging to the STATE, the CONTRACTOR will account for the same, and dispose of it in the manner the STATE directs.

- B. Termination for Default. The STATE may terminate this Agreement upon a finding that the CONTRACTOR has not made satisfactory progress toward procuring the PROJECT equipment, services, salary and wages, as appropriate, within twelve (12) months of execution of this Agreement, has not billed for operating assistance funds within twelve (12) months of execution of this Agreement, or that the CONTRACTOR is otherwise not complying with the terms of this Agreement. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy to STATE's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement the STATE shall have the right to terminate the Agreement without any further obligation to the CONTRACTOR. Any such termination for default shall not in any way operate to preclude the STATE from also pursuing all available remedies against the CONTRACTOR.
- C. Period of Performance Extension. If it is later determined by the STATE that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the STATE, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.
- D. Mutual Termination. The PROJECT may also be terminated if the STATE and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.
43. Disputes. The STATE and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the authorized STATE Representative for this Agreement or designee a written demand for a decision regarding the disposition of any dispute arising under this Agreement. The STATE Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have an opportunity to challenge the STATE Representative's determination but must make that challenge in writing within ten (10) working days to the STATE's Chief, Office of Federal Transit Grants or his/her designee. [If the CONTRACTOR challenge is not made within the ten (10) day period, the STATE Representative shall become the final decision of the STATE.] The STATE and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the STATE's Chief, Office of Federal Transit Grants or his/her designee shall be final, conclusive and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.
44. Procurement. For all procurements of property, supplies, equipment or services under an FTA assisted grant, the CONTRACTOR shall provide full and open competition and comply with the procurement requirements set forth in 49 U.S.C. Section 5325(a), applicable third-party procurement requirements of 49 U.S.C. chapter 53 and other procurement requirements of Federal laws in effect now or as amended to the extent applicable. The CONTRACTOR shall prepare a bid package, including equipment and material specifications or a scope of work. In accordance with applicable U.S. DOT third-party procurement regulations at 49 C.F.R. § 18.36 and the provisions of FTA Circular 4220.1F, "Third-Party Contracting Guidance," November 1, 2008, and any later revision thereto, the CONTRACTOR agrees that it may not

Rev. 04/24/12



**EXHIBIT C**

use FTA assistance to support its procurements unless there is satisfactory compliance with Federal laws and regulations including but not limited to the following:

- A. To state clearly that the final contract award to any bidder requires prior written approval by the STATE and that bids are consistent with the PROJECT equipment description identified in Exhibit A, Scope of Work.
- B. To comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 U.S.C. Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements. Also, to include all required Federal procurement provisions in each subcontract financed in whole or in part with Federal assistance provided by FTA.
- C. For all contracts and subcontracts financed with Federal assistance, to comply with cargo preference requirements of 46 U.S.C. § 1241 and 46 CFR Part 381 when contracts involve equipment, materials, or commodities which may be transported by ocean vessels.
- D. To comply with the requirements of 49 U.S.C. § 5323 (c) and FTA regulations, "Bus Testing", 49 C.F.R. Part 665, and any revision thereto.
- E. To comply with the requirements of 49 U.S.C. § 5323(l) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any revision thereto.
- F. To comply with the requirements of 49 U.S.C. § 5325(b) to award a third-party contract using a competitive procurement process.
- G. In accordance with 49 U.S.C. § 5325(e)(1), in the procurement of rolling stock, may not enter into a multi-year contract to purchase additional rolling stock and replacement parts with options exceeding five (5) years after the date of the original contract.
- H. To comply with 49 U.S.C. § 5325(f), agrees that any third-party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
- I. To comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, and any revision thereto.
- J. To award a third-party contract using a competitive procurement process in compliance with the requirements of 49 U.S.C. Section 5325.
- K. To comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, "Bus Testing", 49 CFR Part 665, including the certification that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the ALTOONA Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the STATE.
- L. To require each bidder to certify that it has complied with 49 CFR 26, which requires each transit vehicle manufacturer to establish annual goals for the participation of disadvantaged business enterprise and to submit those goals to FTA for approval.

## EXHIBIT C

- M. To comply with 49 U.S.C. Section 5323(j), FTA's Buy America regulations at 49 CFR Part 661 and any amendments thereto, and any implementing guidance issued by FTA, with respect to each third-party contract.
- N. To meet applicable regulations of 49 CFR Part 663 in the purchase of revenue rolling stock.
- O. In subcontracts exceeding \$100,000, to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et. seq. and Clean Water Act, as amended, 33 U.S.C. Section 1251 et. seq. Agrees to report and require each third-party contractor or subcontractor at any tier to report any violation of these requirements resulting from any PROJECT implementation activity of a third-party contractor, subcontractor, or itself to FTA and the appropriate U.S. EPA Regional Office.
- P. To comply with U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, the CONTRACTOR agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.
- Q. To comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation, plan issued in compliance with the Energy Policy and Conservation Act.
- R. To the extent applicable, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit PROJECTs," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.
- S. In accordance with 40 CFR Part 85, "Control of Air Pollution from Mobile Sources," 40 CFR Part 86, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," and 40 CFR Part 600, "Fuel Economy of Motor Vehicles, the CONTRACTOR must include provisions in all third-party contract for procurement of rolling stock to ensure compliance with applicable Federal air pollution control and fuel economy regulations.
- T. CONTRACTOR shall refer to FTA "Best Practices Procurement Manual" for additional procurement guidance on procurement processes and any omissions applicable to the PROJECT. The CONTRACTOR'S failure to comply with all mandates shall constitute a material breach of this Agreement.
- U. CONTRACTOR must comply with applicable cost principles circulars, current in Title 2 of the Code of Federal Regulations, in determining whether project costs are allowable or unallowable. Title 2 CFR Part 225, previously OMB Circular A-87, establishes principles and standards for determining costs applicable to grants, contracts, and other agreements with State and local governments and federally recognized Indian tribal governments. 2 CFR Part 230 previously OMB Circular A-122, establishes cost principles for nonprofits. Where applicable, CONTRACTOR must comply with cost principles of FAR 31.2.
- V. CONTRACTOR must have written protest procedures covering the pre-bid/pre-proposal, post proposal, and post award processes, and shall in all instances disclose to all bidders the CONTRACTOR's protest and the STATE's appeal procedures. All CONTRACTOR's protest decisions must be dated and in writing. A protester must exhaust all administrative remedies with the



## EXHIBIT C

CONTRACTOR before pursuing an appeal with the STATE. Reviews of protests by the STATE will be limited to:

- a. CONTRACTOR's failure to have or follow its own protest procedures, or its failure to review a complaint or protest
- b. Violations of the Federal or State law or regulation.

An appeal to the STATE must be received or postmarked ten (10) calendar days (includes mailing time) from the date of the protest decision (See Exhibit A, 2 for contact person and his/her address).

45. Bid Proposal and Contract Award. All bid solicitation documents, proposed vendor selection and request for non-competitive bid must be reviewed and approved by the STATE prior to the award of the contract. No award shall be made without the written approval from the STATE. The CONTRACTOR (or procurement agent acting on its behalf) shall prepare the bid documents, solicit and receive competitive bids or proposals, shall evaluate the bids or proposals received, and shall select the lowest price compliant bid for award.
- A. The CONTRACTOR (or procurement agency acting on its behalf) shall forward to the STATE, at least thirty (30) days prior to the release of the bid solicitation, a copy of the bid solicitation document proposed contract, and bidders list.
  - B. Prior to contract award, the CONTRACTOR (or procurement agency acting on its behalf) shall forward to STATE a list of all bids, proposals, or price quotations received, a copy of the selected bid or proposal, copy of the bids or proposals of all those whose prices are lower than the selected vendor's, an explanation of the basis for selecting the selected vendor and for rejecting lower bids (if any). In the case of a single bid, sole source, or negotiated price contract, this shall include a statement by the CONTRACTOR that the price is fair and reasonable and the basis for that determination (FTA Circular C 4220.1F "Third-party Contracting Guidance").
46. FTA Regulations, Policies, Procedures and Directives. The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (15) dated October, 2008) between the STATE and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The CONTRACTOR's failure to so comply shall constitute a material breach of this Agreement. In the event any portion, term, condition or provision of this Agreement should be deemed illegal or in conflict with the laws of the State of California or with Federal law or otherwise be unenforceable, the remaining portion, terms, conditions or provisions shall not be affected thereby.
47. Amendments to Federal, State and Local Laws, Regulations and Directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless FTA provides otherwise in writing.
48. Disposition of Equipment. The disposition of all PROJECT equipment shall be made in accordance with the requirements of 49 C.F.R. Part 19, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and FTA C 9070.1F (Section 5310) and 49 U.S.C. § 5310. Whenever any PROJECT equipment is withdrawn from the PROJECT for any reason, the CONTRACTOR shall immediately notify the STATE. Should the PROJECT be terminated, all property procured under this agreement becomes property of the STATE and may be transferred to other eligible contractors at the sole discretion of the STATE. At the option of the STATE, the CONTRACTOR shall do one of the following:
- A. Written Notice of Termination. The STATE may terminate this contract upon finding that the

Rev. 04/24/12



**EXHIBIT C**

CONTRACTOR is not operating the PROJECT equipment in accordance with the project description in Exhibit A, Scope of Work, or that the CONTRACTOR is otherwise not complying with the terms of this contract. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR'S corrective measures are adequate. If CONTRACTOR fails to remedy to STATE'S satisfaction the breach or default or any of the terms, covenants, or conditions of this contract the STATE shall have the right to terminate the contract without any further obligation to the CONTRACTOR. Any such termination for default shall not in any way operate to preclude the STATE from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default. Once a contract has been terminated within the provisions of this section, the STATE reserves the right to seize vehicles or equipment procured under this agreement.

- B. Remit to the STATE the proportional amount of current market value that exceeds \$5,000 per unit at the time of disposition, if any, of PROJECT equipment which shall be based on the percentage of the FTA grant funds paid by CONTRACTOR under this agreement. Fair market value shall be deemed to be the value of the PROJECT equipment as determined by a competent appraisal at the time the equipment is withdrawn from use; and
- C. Return the equipment to the STATE in the same condition as when received by the CONTRACTOR, except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others.

49. Property Maintenance and Inspection. While the PROJECT is in the possession or control of the CONTRACTOR, the CONTRACTOR shall operate or maintain the PROJECT in accordance with detailed maintenance and inspection schedules provided by the manufacturer, keeping a written log or record of all repairs and maintenance. STATE and the FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and proper maintenance of the PROJECT. No alterations may be made to the PROJECT in its as-received condition without first receiving written approval from STATE.

50. Insurance.

- A. While the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall maintain adequate insurance protection against liability for damages for personal bodily injuries (including death), property damage, and vehicle damage as conditioned in this section.
- B. The minimum limits of liability may be increased by the STATE at any time upon thirty (30) days notice to the CONTRACTOR.
- C. The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
- D. The STATE, its officers, employees, and agents shall be named as additional insured.
- E. The STATE is designated as the Loss Payee for claims of damage to the insured vehicle(s).
- F. The STATE will not be responsible for any premiums or assessments on the policy.



**EXHIBIT C**

- G. The CONTRACTOR, and/or third-party subcontractor, shall furnish to the STATE, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California.
- H. Prior to the annual insurance policy expiration date, the CONTRACTOR shall furnish to the STATE a new certificate of insurance or other written evidence of insurance satisfactory to the STATE. At any time that such evidence of insurance has not been provided, the STATE shall have the right immediately to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.
- I. The CONTRACTOR shall provide the STATE at least thirty (30) days notice of cancellation or material change of the vehicle insurance policy.
- J. Public Agency or For-Profit CONTRACTORS. The following terms apply to all CONTRACTORS who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
1. Property Damage: The CONTRACTOR shall place property damage, whether the property of one or more claimants, in an amount not less than one million five hundred thousand dollars (\$1,500,000) per occurrence (combined single limit) for property damage liability combined in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) per occurrence for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
  2. Bodily Injury: The CONTRACTOR shall place bodily injury in an amount not less than one million five hundred thousand dollars (\$1,500,000) per occurrence (combined single limit) in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) per occurrence for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.
  3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
- K. Non-Profit Agencies: The following terms apply to all CONTRACTORS who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
1. Property Damage: The CONTRACTOR shall place property damage, whether the property of one or more claimants, in an amount not less than one million dollars (\$1,000,000) per occurrence (combined single limit) for property damage liability combined in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) per occurrence for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
  2. Bodily Injury: The CONTRACTOR shall place bodily injury in an amount not less than one million dollars (\$1,000,000) per occurrence (combined single limit) in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) per occurrence for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.

## EXHIBIT C

- c. **Vehicle Physical Damage:** The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
51. **Excise Tax.** The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The STATE will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.
52. **Potential Subcontractors**
- A. **No Relationship Between STATE and Third-Party Contractor.** Nothing contained in this Agreement or otherwise, shall create any contractual relation, obligation or liability between the STATE and any third-party contractors, and no third-party agreement shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the STATE for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the STATE'S obligation to make payments to the CONTRACTOR. As a result, the STATE shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
- B. **Third-Party Contracts and Subagreements Affected.** To the extent applicable, Federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by FTA.
- C. **No Federal Government Obligations to Third Parties.** The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- D. **Obligations on Behalf of the STATE.** The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the STATE.
- E. **STATE Approval of All Third-Party Contracts.** The STATE shall approve in writing all proposed third-party contract agreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Agreement prior to implementation. The CONTRACTOR agrees that it will not enter into any third-party contracts unless the same are approved in writing by the STATE. Any proposed amendments to such third-party contracts must be approved by the STATE prior to implementation.
53. **Narrowband Migration Deadline.** The CONTRACTOR must comply with the Federal Communications Commission Public Notice DA09-2589 deadline for private land mobile radio services in the 150-174 MHz

**EXHIBIT C**

and 421-512 MHz bands which will migrate to narrowband (12.5 kHz or narrower) technology effective January 1, 2013.

54. Indemnification. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CONTRACTOR under this Agreement. It is understood and agreed that CONTRACTOR and/or its agents shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents under this Agreement., employees, representatives, and agents.

**EXHIBIT D****SECTION 5310****Additional Provisions**

1. Agreement Discrepancy. Should there be a discrepancy between the State Management Plan and this Agreement, the Agreement shall govern.
2. Independent Performance. The CONTRACTOR, and the agents and employees of CONTRACTOR, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. Procurement Standards
  - A. The local procurement of all PROJECT equipment shall be conducted in accordance with the procurement standards set forth in the Federal Office of Management and Budget (OMB) Circular A-102, 49 C.F.R. Part 18 "Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments" and OMB Circular A-122, 49 C.F.R. Part 19, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-profit Organizations." The STATE will act as the procurement agent for all vehicles for non-profit Agencies.
  - B. FTA Circular C 4220.1F "FTA Third-Party Contracting Guidelines", FTA C 9070.1F (Section 5310), 49 U.S.C. § 5310, 49 C.F.R. Part 663 "Pre-Award and Post Delivery Audits of Rolling Stock" and the State's Contract Vehicle Manual. The CONTRACTOR shall conduct the procurement or, with the approval of the STATE, designate another Section 5310 recipient or a government agency to conduct the procurement on its behalf.
4. Pre-Award Authority. The STATE shall not authorize the procurement of vehicles or equipment under this Agreement until such time that the Federal Transit Administration has notified the STATE that the Program of Projects has been fully funded and is available to the STATE for disbursement.
5. Vehicle Procurement Options. All vehicle procurements shall comply with one of the following conditions depending on agency type and option selected:
  - A. Non-Profit Agencies. The STATE is required to order vehicles for non-profit agencies from a State approved Contract.
  - B. Public Agencies. Public agencies have three (3) vehicle procurement options.
    1. STATE purchases vehicles for CONTRACTOR from a State approved Contract.
    2. CONTRACTOR purchases vehicles directly from a State approved Contract. CONTRACTOR shall purchase vehicle in full from the vendor with prior STATE approval.
    3. CONTRACTOR purchases vehicles through its' own procurement procedures. Public agencies who choose to procure vehicles through its' own process must receive prior STATE authorization.
  - C. Payment Provisions are detailed in Exhibit B.
6. Purchase Orders for Vehicles. All vehicle procurements shall:
  - A. Be consistent with the approved bid award listed in Exhibit A, Scope of Work.

## EXHIBIT D

- B. Be consistent with Billing and Payment instructions listed in Exhibit B, Budget Detail and Payment Provisions.
- C. Designate through the vender with Department of Motor Vehicles, Caltrans, Division of Mass Transportation, as the lien holder on the Certificate of Title and the CONTRACTOR as the registered owner.
7. Bid Proposal Approval for Other Equipment. No award shall be made without written approval from the STATE prior to purchase. The CONTRACTOR shall submit the following documents for approval to the STATE in advance of the proposed award:
- A. Solicitation document detailing the specifications of the PROJECT for purchase.
- B. At least three (3) competitive like-kind bids using the same specifications indicated in Part A above.
- C. A listing of all bids, proposals, or price quotations which includes an analysis of all bids received detailing comparison information.
- D. Disadvantaged Business Enterprise (DBE) Awards/Commitments Form.
- E. An explanation of the basis for selecting the proposed vendors and for rejecting lower bids (if any). In the case of a single bid, sole source, or negotiated price contract, the CONTRACTOR shall include a statement certifying that the price is fair and reasonable and the justification for the single-bid determination (FTA Circular C 4220.1F "FTA Third-Party Contracting Guidelines").
8. Purchase of Other Equipment. After receiving written approval from the STATE, CONTRACTOR shall purchase approved PROJECT equipment within three months of Agreement execution or be subject to contract termination provisions described in Exhibit C Part 47. Upon receiving documentation outlined in, Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS of this Standard Agreement, and the Disadvantaged Business Enterprise (DBE) Actual Payment Form, the STATE will reimburse the Federal Share.
9. Evidence of Insurance. The CONTRACTOR shall furnish to the STATE, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California. Evidence of insurance shall also be provided to the STATE annually and prior to the expiration date of the certificate. At any time that such evidence of insurance has not been provided, the STATE shall have the right immediately to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.
10. Equipment Ownership and Relinquishment. At all times while the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall be the registered owner and STATE shall be the legal owner or lienholder. The CONTRACTOR shall not transfer ownership of the PROJECT equipment at any time while this contract is in effect. As the lienholder, the STATE may take possession of the PROJECT equipment, as a result of the CONTRACTOR'S non-compliance with contract terms or by mutual Agreement between the STATE and the CONTRACTOR. The STATE shall retain the original Certificate of Title until such time that disposition of the PROJECT equipment is released by the STATE to the CONTRACTOR or other appropriate party as outlined in Exhibit C of this Agreement.
11. Semi-Annual Milestone Reporting. The CONTRACTOR shall submit a Semi-Annual Milestone Report of its use of PROJECT equipment within thirty (30) calendar days after the close of each

**EXHIBIT D**

federal reporting period. The federal reporting periods are: 1) October 1 – March 31; 2) April 1 – September 30.. (Semi-Annual Milestone Reports are due no later than April 30, and October 30 of each calendar year.) The report shall contain information requested by the STATE to indicate the extent to which the CONTRACTOR is carrying out the PROJECT in accordance with the terms of this contract. Failure to meet these requirements shall be considered grounds for PROJECT Termination as described in Exhibit C of this Agreement.

12. Loss or Damage to PROJECT Equipment. The CONTRACTOR shall notify the STATE, within ten (10) working days of any loss or damage, including accident, fire, vandalism, theft, to the PROJECT equipment.
13. Disadvantaged Business Enterprise. CONTRACTOR shall report their DBE participation in their Other Equipment procurement opportunities using the STATE'S DBE Award/Commitments and Actual Payments forms to be provided by the STATE at the time of initial equipment bidding. Additional DBE requirements are provided at Exhibit C.
14. Useful Life.  
The following Useful Life standards shall determine when PROJECT equipment will no longer be subject to monitoring and reporting requirements once the agency notifies Caltrans in writing if the vehicle will be retained or sold. These criteria are subject to review by the 5310 Branch Chief if either factor is less than the value shown herein.

Minivans	100,000 miles or 4 years
Bus Type I, IA, IB, II, III	150,000 miles or 5 years
Bus Type VII	200,000 miles or 7 years
Bus Type VIII	350,000 miles or 10 years
Hardware/Software	3 years

While age and mileage are the primary criteria used to determine the useful life of vehicles, this determination is based on the date the vehicle or other equipment was put into active service, not the actual model year of the vehicle.

Fair market value shall be based on the value of the vehicle as determined by a current competent appraisal.

Per FTA Circular 5010.1D, page IV-25, when Useful Life Standards are met the STATE shall remain the lien holder for vehicles until one of the conditions below are met:

A. Equipment with Fair Market Value Greater Than or Equal to \$5,000:

If the vehicle has met the Useful Life criteria, the CONTRACTOR will remain the registered owner and Caltrans will remain the lien holder. Should the CONTRACTOR choose to sell the vehicle, Caltrans must be notified in advance of the pending sale and provide in writing the terms of the sale and the intended use of the sale revenue. All sale revenue must be retained in the CONTRACTOR'S transportation program. Supporting documentation on the use of sale revenue must be provided to STATE upon request.

B. Equipment with Fair Market Value Less Than \$5,000:

Once the vehicle has met the Useful Life standards, full title will be released to the CONTRACTOR. All sale revenue must be retained in the CONTRACTOR'S transportation program. Supporting documentation on the use of sale revenue must be provided to STATE upon request.



# Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp  
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion; or Charter Amendment)
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [ ] inquires"
- 5. City Attorney request.
- 6. Call File No. [ ] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. [ ]
- 9. Reactivate File No. [ ]
- 10. Question(s) submitted for Mayoral Appearance before the BOS on [ ]

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Form.**

**Sponsor(s):**

Supervisor Norman Yee

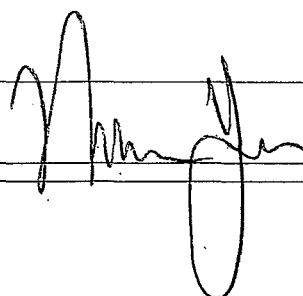
**Subject:**

Retroactively accept and expend a grand with a value of \$239,000 as part of the Federal Transportation Administration.

**The text is listed below or attached:**

[ ]

Signature of Sponsoring Supervisor:



For Clerk's Use Only:

