

# STAFF REPORT



ITEM NO. 15  
CITY OF OCEANSIDE

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DATE: February 13, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department

SUBJECT: **RESOLUTION ACCEPTING \$16,500 IN GRANT FUNDS TO ASSIST WITH SENIOR TRANSPORTATION EFFORTS AND APPROVAL OF AN ASSOCIATED FUNDS TRANSFER AGREEMENT WITH SANDAG**

## **SYNOPSIS**

Staff recommends that the City Council adopt a resolution accepting \$16,500 in grant funds from the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, New Freedom Program, awarded to the City of Oceanside by the federal government through SANDAG, to implement a new Volunteer Driver Program and approve the appropriation of these funds to the Neighborhood Services Department to assist in efforts toward senior transportation solutions; approve the related Funds Transfer Agreement with SANDAG; and authorize the City Manager to execute the agreement.

## **BACKGROUND**

In Fall 2006, SANDAG was selected by the Governor of California to be the designated recipient of the New Freedom (NF) federal funding from SAFETEA-LU funds for the San Diego County urbanized area. In October 2006, SANDAG opened a competitive grant opportunity for local agencies that included support for volunteer driver and aid programs. In November 2006, staff submitted an application for the competitive grant process for a Volunteer Driver Program, modeling a similar program offered in the City of Vista, to assist in the City's efforts toward senior transportation solutions. The application was recommended for funding in Spring 2007. On December 21, 2007, SANDAG requested that the City sign a Transfer Fund Agreement and accept the funds.

## **ANALYSIS**

The City of Oceanside has been working on solutions for senior transportation since 1997. Available funding had been the primary deterrent from implementing those solutions. With transportation program funding opportunities on the horizon, staff was directed to apply for transportation funds as they became available.

Accepting the funds to implement the new Volunteer Driver Program will add a third transportation option for the senior community. The two current senior transportation options are a taxi scrip program and a shuttle program. The taxi scrip program offers a coupon booklet worth \$20 in taxi fare at a low cost of \$7. Taxi service can be obtained 7 days a week and 24 hours a day, but does not provide any assistance other than direct transportation; long wait periods are common. The senior shuttle program is \$5 per one-way trip and offers door-to-door assistance with minimal wait periods; but, is only available Monday through Friday, 7 a.m. to 6 p.m. The Volunteer Driver Program will provide a third, free-of-charge option for senior residents. Volunteer drivers will provide transportation to and from the senior's home as well as assist with shopping or obtaining services at their destination.

Approving the Funds Transfer Agreement will obligate the City of Oceanside to use the funds by December 31, 2008, as well as match the grant amount of \$16,500. All mileage will be paid by the grant allocations for a maximum of 20 volunteer drivers and up to 150 miles per month, per volunteer. The City's match portion will be applied through in-kind personnel costs and volunteer hours that are averaged at \$10 per hour. An additional \$2,000 is also estimated to be allocated toward additional insurance for the grant period.

The Volunteer Driver Program will contribute greatly to the City's efforts in solving the senior transportation crisis. The program will offer up to 36,000 miles of transportation for seniors at a very reasonable cost. Staff will provide reports to SANDAG regarding senior transportation and will also assess the program's contribution to the senior transportation crisis.

## **FISCAL IMPACT**

The New Freedom Grant Funds will be deposited to (237.556480.4456). The Neighborhood Services budget will be increased by \$16,500 from SAFETEA-LU, New Freedom grant funds (237.556480.5293) for mileage reimbursement costs associated with the Volunteer Driver Program.

The City is required to match the \$16,500 grant allocation. The match will be made in-kind in the amounts of \$8,000 in personnel costs for a Seasonal Recreation Leader position at the Senior Center (101.556391.5103), \$6,300 of volunteer driver hours, and direct cost of \$2,000 for insurance endorsement purchase (108.556460.5229).

**COMMISSION OR COMMITTEE REPORT**

The Senior Commission recommended that the City Council accept the funds at its meeting on January 8, 2008.

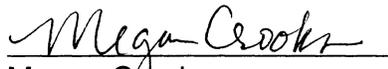
**CITY ATTORNEY'S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

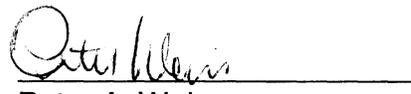
**RECOMMENDATION**

Staff recommends that the City Council adopt a resolution accepting \$16,500 in grant funds from the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, New Freedom Program, awarded to the City of Oceanside by the federal government through SANDAG, to implement a new Volunteer Driver Program and approve the appropriation of these funds to the Neighborhood Services Department to assist in efforts toward senior transportation solutions; approve the related Funds Transfer Agreement with SANDAG; and authorize the City Manager to execute the agreement

PREPARED BY:

  
Megan Crooks  
Management Analyst

SUBMITTED BY:

  
Peter A. Weiss  
City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Deputy City Manager

Margery Pierce, Neighborhood Services Director

Teri Ferro, Financial Services Director



Attachments: Fund Transfer Agreement  
Resolution

**FUND TRANSFER AGREEMENT**  
**Contract No. 5000961**

THIS FUND TRANSFER AGREEMENT (FTA), dated December 1, 2007, is between the San Diego Association of Governments, hereinafter referred to as **SANDAG**, and City of Oceanside, hereinafter referred to as **RECIPIENT**.

**RECITALS**

**SANDAG** and **RECIPIENT**, pursuant to the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), are authorized to enter in this FTA pertaining to federal funding committed for Job Access Reverse Commute (JARC) and New Freedom (NF) under the jurisdiction of **SANDAG**.

**RECIPIENT** has agreed to implement the Volunteer Driver Service Project, hereinafter the Project, subject to the terms and conditions of this FTA. The Project Description (Scope of Work, Schedule, and Cost Estimate) is attached hereto as Attachment 1.

The resolution, or other form of confirmation acceptable to **SANDAG**, from **RECIPIENT**'s governing body adopting the specific Project described above into **RECIPIENT**'s budget is attached hereto as Attachment 2. Attachment 2 authorizes **RECIPIENT** to execute contracts and agreements to implement work elements specified in Attachment 1.

All services performed by **RECIPIENT** pursuant to this FTA are intended to be performed in accordance with all applicable federal, state, and **RECIPIENT** laws, ordinances, and regulations.

Project funding is as follows:

| <b>FUND TITLE</b> | <b>FUND SOURCE</b> | <b>DOLLAR AMOUNT</b> |
|-------------------|--------------------|----------------------|
| JARC              | SAFETEA-LU         | \$0                  |
| NF                | SAFETEA-LU         | \$16,500             |
| Matching funds    | RECIPIENT          | \$16,500             |

**SECTION I**

**RECIPIENT AGREES:**

1. To complete the Project on or before December 30, 2008.
2. To satisfactorily complete the Project as described in Attachment 1, financed with federal funds allocated and encumbered by **SANDAG** and any matching funds committed to herein by **RECIPIENT**.

3. To provide any requested data regarding trips and populations served in accordance with the standards set forth in Attachment 3.

## **SECTION II**

### **IT IS MUTUALLY AGREED:**

In consideration of the foregoing and the mutual promises of the parties hereto, **RECIPIENT** and **SANDAG** agree as follows:

#### **Notification of Parties**

**RECIPIENT's** Project Manager is Megan Crooks.

**SANDAG's** Contract Manager is Danielle Kochman.

All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

San Diego Association of Governments  
Attention: Danielle Kochman  
401 B Street, Suite 800  
San Diego, CA 92101

#### **RECIPIENT:**

City of Oceanside  
Attention: Megan Crooks  
300 North Coast Highway  
Oceanside, CA 92054

#### **Period of Performance**

Work under this FTA shall begin on April 2, 2007, contingent upon approval of this FTA by **SANDAG**, and will terminate on December 30, 2008, unless extended by amendment.

#### **Changes in Terms/Amendment**

This FTA may be amended or modified only by mutual written agreement of the parties.

#### **Termination**

This FTA may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days' in advance of the effective date of such termination. In the event of termination by said notice, funds reimbursed to **RECIPIENT** will include all authorized non-cancelable obligations and prior costs incurred.

**Cost Limitation**

- a. The total amount payable to **RECIPIENT** pursuant to this FTA by **SANDAG** shall not exceed \$16,500.00
- b. It is agreed and understood that this FTA fund limit is an estimate and that **SANDAG** will only reimburse the cost of services actually rendered as authorized by **SANDAG** at or below that fund limitation established hereinabove.

**Allowable Costs**

- a. The method of payment for this FTA will be based upon actual allowable costs. **SANDAG** will reimburse **RECIPIENT** for expended actual allowable direct and indirect costs, including, but not limited to, labor costs, employee benefits, and travel (overhead is reimbursable only if the **RECIPIENT** has an approved indirect cost allocation plan) and contracted consultant services costs incurred by **RECIPIENT** in performance of the Project work, not to exceed the cost reimbursement limitation set forth in "Cost Limitation" a., above. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in Attachment 1 without prior written agreement between **SANDAG** and **RECIPIENT**.
- b. Reimbursement of **RECIPIENT** expenditures will be authorized only for those allowable costs actually incurred by **RECIPIENT** in the performance of the Project work. **RECIPIENT** must not only have incurred the expenditures on or after the Effective Date of this FTA and before the Termination Date, but also must have paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e., non-represented employees) unless written verification is supplied that government hotel rates are not commercially available to **RECIPIENT**, or its contractors, its subcontractors, and/or its subrecipients, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process.
- d. **SANDAG** will reimburse **RECIPIENT** for all allowable Project costs no more frequently than monthly in arrears as promptly as **SANDAG** fiscal procedures permit upon receipt of itemized signed invoices. Invoices shall reference this FTA Contract Number and shall be signed and submitted to **SANDAG** at the following address:

San Diego Association of Governments  
401 B Street, Suite 800  
San Diego, CA 92101

**Reports**

- a. **RECIPIENT** shall submit written progress reports with each set of invoices to allow **SANDAG** to determine if **RECIPIENT** is performing to expectations, is on schedule consistent with predetermined milestones, is within funding cost limitations, to

communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

- b. Any document or written report prepared as a requirement of this FTA shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports.

#### **Local Match Funds**

- a. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the start date and prior to the termination date of this FTA, unless expressly permitted as local match expenditures made prior to the effective date of this FTA.
- b. **RECIPIENT** agrees to contribute at least the statutorily or other required local contribution of matching funds (other than Federal Transit Administration funds or fare revenues), if any is specified within this FTA or in any attachment hereto, toward the actual cost of the services described in Attachment 1, whichever is greater. The local matching funds may be in the form of in-kind contributions if approved by SANDAG. **RECIPIENT** shall contribute not less than its required match amount toward the services described herein on a proportional monthly or quarterly basis coinciding with its usual invoicing frequency. The submitted invoices will indicate the amount of local match contributed for the reporting period (which will be equal to at least 50% of total costs), and appropriate back-up documentation will be provided to support the amount of local match contributed.

#### **Cost Principles**

- a. **RECIPIENT** agrees to comply with Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- b. **RECIPIENT** agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and the Certifications and Assurances for Federal Transit Administration Assistance Programs (Attachment 3). Every subrecipient receiving Project funds as a contractor or subcontractor under this FTA shall comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and Attachment 3 hereto.

- c. Any Project costs for which **RECIPIENT** has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by **RECIPIENT** to **SANDAG**. Should **RECIPIENT** fail to reimburse moneys due **SANDAG** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the Parties hereto, **SANDAG** is authorized to intercept and withhold future payments due **RECIPIENT** from **SANDAG**.

### **Americans With Disabilities Act**

By signing this FTA, **RECIPIENT** assures **SANDAG** that it complies with the applicable provisions of the Americans With Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC 12101 et seq.).

### **Indemnification**

- a. Nothing in the provisions of the Agreement is intended to create duties or obligations to or rights in third parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to operation, maintenance, or repair different from the standard of care imposed by law.
- b. Neither **SANDAG** nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by **RECIPIENT** under or in connection with any work, authority, or jurisdiction delegated to **RECIPIENT** under this FTA. It is understood and agreed that, pursuant to Government Code section 895.4, **RECIPIENT** shall fully defend, indemnify, and save harmless **SANDAG**, its officers and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by **RECIPIENT** under or in connection with any work, authority, or jurisdiction delegated to **RECIPIENT** under this FTA.

### **Non-Discrimination**

- a. During the performance of this FTA, **RECIPIENT** and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer, age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. **RECIPIENT** and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **RECIPIENT** and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of

the California Code of Regulations, are incorporated into this FTA by this reference and are made a part hereof as if set forth in full. **RECIPIENT** and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- b. **RECIPIENT** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this FTA.

### **Funding Requirements**

- a. It is mutually understood between the parties that this FTA may have been written for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the FTA was executed only after ascertaining the availability of a congressional or legislative appropriation of funds.
- b. This FTA is valid and enforceable only if sufficient funds are made available to **SANDAG** by the United States Government and/or the California State Legislature for the purpose of this Project. In addition, this FTA 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 FTA in any manner.
- c. It is mutually agreed that, if the Congress or the State Legislature does not appropriate sufficient funds for the program and Project, this FTA shall be amended to reflect any reduction in funds.
- d. **SANDAG** has the option to void this FTA under the thirty (30) day termination clause or to amend this FTA to reflect any reduction of funds. In the event of an unscheduled termination, **SANDAG** may reimburse **RECIPIENT** in accordance with the provisions of Section 4.

### **Records Retention**

- a. **RECIPIENT**, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of **RECIPIENT**, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **RECIPIENT**, its contractors and subcontractors connected with Project performance under this FTA shall be maintained until **SANDAG** notifies **RECIPIENT** of a disposal date, and shall be held open to inspection, copying, and audit by representatives of **SANDAG** and auditors representing the federal government. Copies thereof will be furnished by **RECIPIENT**, its contractors and its subcontractors upon receipt of any request made by **SANDAG** or its agents.
- b. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of **RECIPIENT's** contracts and third parties pursuant to Government

Code section 8546.7, **RECIPIENT**, **RECIPIENT's** contractors and subcontractors and **SANDAG** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three years from the date of final payment to **RECIPIENT** under this FTA. **SANDAG** or any duly authorized representative of **SANDAG** or the United States Department of Transportation shall each have access to any books, records, and documents that are pertinent to the Project for audits, examinations, excerpts, and transactions, and **RECIPIENT** shall furnish copies thereof if requested.

- c. **RECIPIENT**, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **SANDAG** for the purpose of any investigation to ascertain compliance with this FTA.

### **Disputes**

- a. Any dispute concerning a question of fact arising under this FTA that is not disposed of by agreement shall be decided by the **SANDAG** Chief Deputy Executive Director, who may consider any written or verbal evidence submitted by **RECIPIENT**.
- b. Neither the pendency of a dispute nor its consideration by the **SANDAG** Chief Deputy Executive Director will excuse **RECIPIENT** from full and timely performance in accordance with the terms of the FTA.

### **Subcontractors**

**RECIPIENT** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by **SANDAG**, unless expressly included (subcontractor identified) in Attachment 1. Any subcontract in excess of \$25,000 entered into as a result of this FTA shall contain all the provisions stipulated in this FTA to be applicable to **RECIPIENT's** subcontractors.

### **Third Party Contracting**

- a. **RECIPIENT** shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e), and (f)] on the basis of a noncompetitive negotiation for work to be performed under this FTA without the prior written approval of **SANDAG**. Contracts awarded by **RECIPIENT**, if intended as local match credit, must meet the requirements set forth in this FTA regarding local match funds.
- b. Any subcontract entered into by **RECIPIENT** as a result of this FTA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to

subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.

- c. If local match is a requirement of these funds, **RECIPIENT** must ensure that local match funds used for the Project meet the requirements outlined in this FTA in the same manner as is required of all other Project expenditures.

### **Labor Code Compliance**

**RECIPIENT** shall include in all subcontracts funded by this FTA which contemplate the actual construction of a public works project paid for by funds allocated under this FTA, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works projects (as defined in California Labor Code 1720-1815) will be paid not less than the general prevailing wage rates predetermined by the Director of the State Department of Industrial Relations.

### **Relationship of Parties**

It is expressly understood that this agreement is executed by and between two independent entities and that this is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

### **Purchases (By RECIPIENT)**

- a. Prior authorization in writing by **SANDAG** shall be required before **RECIPIENT** enters into any non-budgeted purchase order or subagreement exceeding \$500 for supplies, equipment, or consultant services. **RECIPIENT** shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For the purchase of any item, service, or consulting work not covered in the attached Project Description (Attachment 1) and exceeding \$500, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified, and prior authorization must be obtained from **SANDAG**. **RECIPIENT** shall maintain ownership of any real or personal property purchased using FTA funding (Property) and shall use such Property only for the purposes set forth in this FTA. The parties agree to meet and confer in good faith to ensure the continued use of the Property for the purposes intended.
- c. For Property other than revenue vehicles the useful life of the Property will be specified in Attachment 1 (Project Description) based on **SANDAG's** determination of the useful life of such Property. For revenue vehicles the vehicles must be retained in service in accordance with useful life standards as set out in Federal Transit Administration Circular 9030.1C. **RECIPIENT** shall be responsible at its sole cost for all normal maintenance and upkeep, and taxes and registration fees related to the Property.
- d. **RECIPIENT** shall procure the Property in compliance with all federal requirements for competitive procurement. **RECIPIENT** shall develop appropriate plans and specifications

for each piece of Property to meet **RECIPIENT's** needs. **SANDAG** shall not be responsible for errors in plans or specifications provided by **RECIPIENT**.

- e. **RECIPIENT** shall execute and cause their contractors to execute debarment and suspension certificates stating they have not been disqualified from doing business with the federal government.
- f. **SANDAG** is obligated to notify the federal government of any change in conditions, including changes in local law or litigation which would affect performance of the project. **RECIPIENT** agrees that, in the event such circumstances occur, it will notify **SANDAG**.
- g. **RECIPIENT** agrees to provide drug and alcohol testing of all its drivers as required by the Federal Transit Administration and the Federal Highway Administration.
- h. **SANDAG** and **RECIPIENT** agree that **RECIPIENT** shall maintain each piece of Property in good operating order for purposes for which they were intended. **RECIPIENT** agrees to make all maintenance records available to **SANDAG**.
- i. **RECIPIENT** shall maintain sufficient insurance or a self-insurance program approved by **SANDAG** to cover all casualty losses and ensure the repair or replacement of federally-funded Property. In the event a piece of Property is not replaced or repaired, **RECIPIENT** agrees to transfer any insurance proceeds received to **SANDAG** for remitting the federal share to the FTA.
- j. **RECIPIENT** and **SANDAG** agree that no person, on the grounds of race, color, creed, national origin, sex, age, or disability, will be excluded from participation in, denied the benefits of, or be subject to discrimination of employment or regarding use of the Property.
- k. **SANDAG** and **RECIPIENT** agree that if a piece of Property is utilized for transportation services it shall be provided in a nondiscriminatory manner. **SANDAG** agrees to provide any necessary Title VI reporting to the federal government. **RECIPIENT** agrees to provide such technical assistance and information as necessary for the development of that report.
- l. **RECIPIENT** shall maintain, or cause to be maintained, the Property at a high level of cleanliness, safety, and if applicable, mechanical soundness, under maintenance procedures, which **RECIPIENT** must create and implement. **SANDAG** and the FTA shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and proper maintenance of the Property.
- m. Any Property purchased as a result of this FTA is subject to the following: **RECIPIENT** shall maintain an inventory record for each piece of non-expendable Property purchased or built with funds provided under the terms of this FTA. The inventory record of each piece of such Property shall include the date acquired, total cost, serial number, legal description, model identification, and/or any other information or description necessary to identify said Property. Non-expendable Property so inventoried are those items of Property that have a normal life expectancy of one year or more and

an approximate unit price of \$5,000 or more. In addition, theft-sensitive items of Property costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to **SANDAG** upon request by **SANDAG**.

- n. At the conclusion of the useful life of the Property, or if the FTA is terminated, **RECIPIENT** may either keep the Property and credit **SANDAG** in an amount equal to its fair market value or sell such Property at the best price obtainable at a public or private sale in accordance with established **SANDAG** procedures and credit **SANDAG** in an amount equal to the sales price. If **RECIPIENT** elects to keep the Property, fair market value shall be determined, at **RECIPIENT** expense, on the basis of a competent, independent appraisal of such Property. Appraisals shall be obtained from an appraiser mutually agreeable to **SANDAG** and **RECIPIENT**. If **RECIPIENT** is determined to sell the Property, the terms and conditions of such sale must be approved in advance by **SANDAG**.
- o. CFR 49, Part 18 requires a credit to Federal funds when participating Property with a fair market value greater than \$5,000 is credited to the Project.
- p. Any subagreement entered into as a result of this FTA shall contain all of the provisions of this Article.

#### **Disabled Access Review**

Disabled access review by the Department of General Services (Office of State Architect) is required for the construction of all publicly funded buildings, structures, sidewalks, curbs, and related facilities. No construction contract will be awarded by **RECIPIENT** unless **RECIPIENT** plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Administrative Code and the Americans With Disabilities Act (42 USC 12101, et seq.).

#### **Fire Marshal Review**

The State Fire Marshal adopts building standards for fire safety and panic prevention. When applicable, **RECIPIENT** must assure that any relevant Project plans meet the standards of the State Fire Marshal to ensure consistency with fire protection standards.

#### **Environmental Clearance**

If applicable to Project, environmental clearance of Project by **RECIPIENT** is required prior to requesting funds for right-of-way purchase or construction. No department or agency shall request funds nor shall any department/agency board or commission authorize expenditures of funds for any project, except feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied by an environmental impact report per California Public Resources Code section 21102. The California Environmental Quality Act (CEQA), in California Public Resources Code section 21080(b)(10), does provide an exemption for rail projects which institute or increase passenger or commuter services on rail or highway rights-of-way already in use.

**Public Work**

If this Project will result in the construction, alteration, modification, or maintenance of a "Public Work," as that term is defined in the Labor Code, then **RECIPIENT** must conform to the provisions of the Labor Code applicable to Public Works as set forth in said sections 1720 through 1815, all applicable regulations of the Department of Industrial Relations, and determinations of coverage as issued by the Director of Industrial Relations.

**Project Close Out**

The FTA Expiration Date refers to the last date for **RECIPIENT** to incur valid Project costs or credits and is the date the FTA expires. **RECIPIENT** has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to **SANDAG** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by that sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

**ATTACHMENTS:**

The following attachments are incorporated into and are made part of this FTA by this reference and attachment.

1. Scope of Work, Schedule, and Cost Estimate
2. **RECIPIENT** Resolution or Confirmation
3. Certifications and Assurances for Federal Transit Administration Assistance Programs

IN WITNESS WHEREOF, the parties hereto have executed this FTA on the day and year first herein above written:

CITY OF OCEANSIDE

SAN DIEGO ASSOCIATION OF  
GOVERNMENTS

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

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

Title: City Manager  
\_\_\_\_\_

Title: Director of Land Use &  
Transportation Planning

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM  
OCEANSIDE CITY ATTORNEY  
*Barbara L. Hamilton*  
BARBARA L. HAMILTON  
Assistant City Attorney

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

Title: Office of General Counsel

Date: \_\_\_\_\_

## PROJECT DESCRIPTION

### Scope of Work:

The following is a brief summary of the services that SANDAG is anticipating the organization will implement:

- Develop, coordinated, and implement a volunteer driver transportation service for Oceanside residents age 65 and over that have a physical limitation or special need for assistance on their excursions for medical, essential shopping, personal business, and other community transportation trips.
  - ▶ Establish a pool of up to 20 screened, insured, and trained volunteer drivers who will receive mileage reimbursement for the use of their own personal vehicles.
    - Recruit volunteers to become drivers as the main support of the program.
    - Require volunteer drivers to obtain background check.
    - Require volunteer drivers to provide the City with appropriate vehicle liability insurance documentation.
    - Provide an orientation for the volunteer drivers.
    - Require volunteer drivers to provide a mileage log for reimbursement on a monthly basis that will reflect the same schedule authorized by the Community Services Assistant.
  - ▶ Provide up to 20 volunteers with reimbursement up to 150 miles per month, enabling the program to provide up to 36,000 miles of regional travel for the senior residents of Oceanside.
  - ▶ Perform outreach to Oceanside seniors who require assistance at their destination.
- Hire a new Community Services Assistant position responsible for coordinating the volunteer driver schedule and senior reservations.
  - ▶ Coordinate a volunteer schedule for delivery of service to the seniors on a day to day basis.
  - ▶ Log all comments and feedback from the senior participants and their families as well as the volunteer drivers.
  - ▶ Monitor the program regularly.
- Coordinated with regional private, non-profit transportation agencies to coordinate referrals of seniors who can be better accommodated by the Oceanside Senior Volunteer Driver Program than a bus transportation service.
- Include all stakeholders in the development, assessment, and modification of the program on a continual basis at public meetings for the Senior Commission and the City Council as well as working meetings with the regional agencies.
- Assess information and feedback as it comes in and make slight modifications accordingly to meet the transportation need in the community.
- Begin a referral forum with regional and local agencies so that all agencies are maximizing resources and information does not become stagnant.

## Project Schedule

|   | 2007 |     |     |     |     |     |     |     |     |     |     |     | 2008 |     |     |     |     |     |  |  |  |
|---|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|--|--|--|
|   | Apr  | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr  | May | Jun | Jul | Aug | Sep |  |  |  |
| Collaborate with community partners                         | █    | █   | █   | █   | █   | █   | █   | █   | █   | █   | █   | █   | █    | █   | █   | █   | █   | █   |  |  |  |
| Recruit, hire & train community services coordinator        |      | █   | █   | █   | █   | █   | █   | █   | █   |     |     |     |      |     |     |     |     |     |  |  |  |
| Develop volunteer driver recruitment package                |      |     |     |     |     |     |     |     | █   |     |     |     |      |     |     |     |     |     |  |  |  |
| Recruitment, orientation, and training of volunteer drivers |      |     |     |     |     |     |     |     | █   | █   | █   | █   | █    | █   | █   | █   | █   | █   |  |  |  |
| Issue press releases and promotions                         |      |     |     |     |     |     |     |     | █   | █   | █   | █   | █    | █   | █   | █   | █   | █   |  |  |  |
| Develop program materials and client registry               |      |     |     |     |     |     |     |     | █   |     |     |     |      |     |     |     |     |     |  |  |  |
| Develop data tracking & record-keeping systems              |      |     |     |     |     |     |     |     | █   |     |     |     |      |     |     |     |     |     |  |  |  |
| Volunteer driver training day                               |      |     |     |     |     |     |     |     |     | █   |     |     |      |     |     |     |     |     |  |  |  |
| Front desk volunteer staff training day                     |      |     |     |     |     |     |     |     |     | █   |     |     |      |     |     |     |     |     |  |  |  |
| Kick-off event  |      |     |     |     |     |     |     |     |     | █   |     |     |      |     |     |     |     |     |  |  |  |
| Begin ride coordination                                     |      |     |     |     |     |     |     |     |     | █   | █   | █   | █    | █   | █   | █   | █   | █   |  |  |  |



1 RESOLUTION NO.

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
3 OCEANSIDE ACCEPTING NEW FREEDOM PROGRAM  
4 FUNDS FROM THE SAFE, ACCOUNTABLE, FLEXIBLE,  
5 EFFICIENT TRANSPORTATION EQUITY ACT: A LEGACY  
6 FOR USERS (SAFETEA-LU) IN THE AMOUNT OF \$16,500  
7 AND CERTIFYING THE VOLUNTEER DRIVER PROGRAM TO  
8 BE CARRIED OUT UNDER THE TERMS IN THE FUND  
9 TRANSFER AGREEMENT ENTERED INTO WITH THE SAN  
10 DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)

11 WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A  
12 Legacy for Users (SAFETEA-LU) provides federal funding committed to the New Freedom  
13 Grant Program under the jurisdiction of SANDAG;

14 WHEREAS, the City of Oceanside has been awarded \$16,500 from the New Freedom  
15 Grant Program for the implementation of a Volunteer Driver Program for senior transportation  
16 services with a match requirement of \$16,500;

17 WHEREAS, the City of Oceanside and the San Diego Association of Governments will  
18 enter into a Fund Transfer Agreement (Contract No. 5000961) outlining the terms and  
19 conditions pursuant to which the Volunteer Driver Program shall be implemented;

20 WHEREAS, the senior residents over the age of 65 years will benefit from the  
21 implementation of the Volunteer Driver Program as a source of senior transportation;

22 NOW, THEREFORE, the City Council of the City of Oceanside does resolve as follows:

23 SECTION 1. The New Freedom Program Funds from SAFETEA-LU in the amount of  
24 \$16,500 are accepted and will be budgeted to the Neighborhood Services Department.

25 SECTION 2. The City of Oceanside has reviewed, understands and approves the terms  
26 and conditions contained in the Fund Transfer Agreement, Contract No. 5000961.

27 SECTION 3. The City of Oceanside has or will have available the required matching  
28 funds of \$16,500 to carry out the terms and conditions contained in the Fund Transfer  
Agreement, Contract No. 5000961.

SECTION 6. The City Manager or his designee is appointed as agent of the City to  
conduct all negotiations, execute and submit all documents including, but not limited to,

1 applications, agreements, and payment requests, which may be necessary for the completion of  
2 the Volunteer Driver Program funded under the New Freedom Program from SAFETEA-LU.

3  
4 PASSED AND ADOPTED by the City Council of the City of Oceanside, California,  
5 this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by the following vote:

6 AYES:

7 NAYS:

8 ABSENT:

9 ABSTAIN:

10  
11  
12 \_\_\_\_\_  
13 Mayor Of The City Of Oceanside

14 ATTEST:

15 APPROVED AS TO FORM:

16  
17  
18 \_\_\_\_\_  
19 City Clerk

17  
18   
19 \_\_\_\_\_  
20 City Attorney