

**AGENDA
REGULAR MEETING
LOCAL TRANSPORTATION AUTHORITY**

DATE: Thursday, December 17, 2015
3:00 P.M.

LOCATION: **Board of Supervisors Chambers**
481 Fourth Street, Hollister, CA 95023

DIRECTORS: Chair Jerry Muenzer, Vice Chair Tony Boch,
Anthony Botelho, Victor Gomez, and Ignacio Velazquez
Alternates: San Benito County: Jaime De La Cruz;
City of Hollister: Mickie Luna; San Juan Bautista: Jim West

*Persons who wish to address the Board of Directors must complete a Speaker Card and give it to the Clerk prior to addressing the Board. Those who wish to address the Board on an agenda item will be heard when the Chairperson calls for comments from the audience. Following recognition, persons desiring to speak are requested to advance to the podium and state their name and address. After hearing audience comments, the Public Comment portion of the agenda item will be closed. **The opportunity to address the Board of Directors on items of interest not appearing on the agenda will be provided during Section B. Public Comment.***

3:00 P.M. CALL TO ORDER:

- A. **ACKNOWLEDGE** Certificate of Posting
- B. **PUBLIC COMMENT:** (Opportunity to address the Board on items of interest not appearing on the agenda. No action may be taken unless provided by Govt. Code Sec. 54954.2. **Speakers are limited to 3 minutes.**)

CONSENT AGENDA:

(These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Members of the public who wish to speak on a Consent Agenda item must submit a Speaker Card to the Clerk and wait for recognition from the Chairperson. Approval of a consent item means approval as recommended on the Staff Report.)

1. **APPROVE** Local Transportation Authority Draft Meeting Minutes Dated November 19, 2015 – Gomez
2. **RECEIVE** Specialized Transportation/Jovenes de Antaño November 2015 Monthly Service Report
3. **APPROVE** Contract Amendment #3 for the Contract Between LTA and Jovenes de Antaño (JDA) dated December 16, 2010 – Vienna

Adjourn to LTA Meeting on Thursday, January 21, 2016. Agenda deadline is January 12, 2016 at 12:00 p.m.

In compliance with the Americans with Disabilities Act (ADA), if requested, the Agenda can be made available in appropriate alternative formats to persons with a disability. If an individual wishes to request an alternative agenda format, please contact the Clerk of the Council four (4) days prior to the meeting at (831) 637-7665. The Local Transportation Authority Board of Directors meeting facility is accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the Clerk of the Board's office at (831) 637-7665 at least 48 hours before the meeting to enable the Council of Governments to make reasonable arrangements to ensure accessibility.

CERTIFICATE OF POSTING

Pursuant to Government Code Section #54954.2(a) the Meeting Agenda for the Local Transportation Authority on **December 17, 2015** at **3:00 P.M.** was posted at the following locations freely accessible to the public:

The front entrance of the Old San Benito County Courthouse, Monterey Street, Hollister, CA 95023, and the Council of Governments Office, 330 Tres Pinos Rd., Ste. C7, Hollister, CA 95023 at the following date and time:

On the **11th day of December 2015**, on or before **5:00 P.M.**

I, Monica Gomez, swear under penalty of perjury that the foregoing is true and correct.

BY: _____
Monica Gomez
Secretary I
Council of San Benito County Governments

**San Benito County
LOCAL TRANSPORTATION AUTHORITY
REGULAR MEETING**

November 19, 2015 3:00 P.M.

DRAFT MINUTES

MEMBERS PRESENT:

Chair Muenzer, Vice-Chair Boch, Director Botelho, Director Gomez, and Director Velazquez

STAFF PRESENT:

Deputy County Counsel, Shirley Murphy; Executive Director, Mary Gilbert; Transportation Planner, Veronica Lezama; Secretary, Monica Gomez

CALL TO ORDER:

Chair Muenzer called the meeting to order at 5:44 p.m.

A. CERTIFICATE OF POSTING

Upon a motion duly made by Director Gomez, and seconded by Director Botelho, the Directors unanimously acknowledged the Certificate of Posting. Vote: 5/0 motion passes.

B. PUBLIC COMMENT: None

CONSENT AGENDA:

- 1. Approve** Local Transportation Authority Draft Meeting Minutes Dated October 15, 2015 – Gomez
- 2. Receive** Specialized Transportation/Jovenes de Antaño October 2015 Monthly Service Report
- 3. Adopt** Resolution 15-03 Allocating, Transportation Development Act Funds for Fiscal Year 2014/2015 Postigo

Mary Gilbert noted a correction to Item 3. There was a typo on the Resolution date which should read November 2015.

There was no discussion or public comment on the Consent Agenda.

Upon a motion duly made by Director Botelho, and seconded by Director Velazquez, the Directors unanimously approved Items 1 - 3 from the Consent Agenda with the noted correction to Item 3. Vote: 5/0 motion passes.

The COG Board convened to Closed session at 5:45 p.m.

CLOSED SESSION:

4. Conference with Legal Counsel-Anticipated Litigation

Significant Exposure to Litigation Pursuant to Subdivision (d) of Section 54956.9:

Closed Session is Authorized by Section 54956.9 (d) (2), (e) (1)

The LTA Board reconvened from Closed session at 5:51p.m.

Deputy County Counsel, Shirley Murphy stated that there was no reportable action taken under Item 4.

Upon a motion duly made by Director Gomez, and seconded by Director Botelho, the Directors unanimously adjourned the LTA meeting at 5:52 p.m. Vote:5/0 motion passes.

ADJOURN TO LTA MEETING DECEMBER 17, 2015.



Jovenes de Antaño

Specialized Transportation Services

Monthly Service Report - November 2015

WEEKDAYS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	372	184.50	2,383	\$ 6.75	18
Senior Lunch	617	89.25	1,254	\$ -	18
Medical/Shopping Assistance	94	75.50	576	\$ 117.50	14
Total	1,083	349.25	4,213	\$ 124.25	

WEEKENDS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	0	0.00	0	\$ -	0
Total	0	0.00	0	\$ -	

MONTH

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	372	184.50	2,383	\$ 6.75	18
Senior Lunch	617	89.25	1,254	\$ -	18
Medical/Shopping Assistance	94	75.50	576	\$ 117.50	14
Total	1,083	349.25	4,213	\$ 124.25	

FISCAL YEAR TO DATE

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	1,972	1,215.58	15,472	\$ 573.50	
Senior Lunch	3,401	597.25	6,110	\$ -	
Medical/Shopping Assistance	345	372.50	3,269	\$ 325.50	
Total	5,718	2,185.33	24,851	\$ 899.00	

VEHICLE MILEAGE INFORMATION

Vehicle Number	Ending Odometer
733	
734	168144
735	89489
736	78125
737	63161
738	43139

ADDITIONAL INFORMATION

Service	Current Month	Year To Date
Lift Assisted Trips	58	398
Unduplicated Passengers	49	262
Turn Downs		0
No Shows		0
Cancellations		0
Employee Hours		0.00
Vehicles - Midday		
Vehicles - Peak		

NOTES

--



Jovenes de Antaño

Specialized Transportation Services

Monthly Service Report - November 2015

OUT OF COUNTY

Week of	ONE WAY PASSENGERS							DONATIONS							REVENUE HOURS							REVENUE MILES						
	M	T	W	TH	F	S	Total	M	T	W	TH	F	S	Total	M	T	W	TH	F	S	Total	M	T	W	TH	F	S	Total
11/2-6/15	22	19	18	20	22	0	101							0	7	7.5	7	7.5	7.5	0	36.5	67	59	63	71	61	0	321
11/9-13/15	24	21	0	22	17	0	84					6.8		6.75	11	15	0	11	7.5	0	43.5	120	203	0	233	62	0	618
11/16-20/15	22	20	22	23	18	0	105							0	16	13	12	12	7	0	59	183	201	140	214	64	0	802
11/23-27/15	18	23	21	0	0	0	62					0		0	7.5	19	12	0	0	0	38.5	59	315	202	0	0	0	576
11/30-12/4/20	20						20					243		243	7						7	66						66
							0							0							0							0
Total	106	83	61	65	57	0	372	0	0	0	0	6.8	0	249.75	48	54	31	31	22	0	184.5	495	778	405	518	187	0	2383

SENIOR LUNCH

ONE WAY PASSENGERS							DONATIONS							REVENUE HOURS							REVENUE MILES						
Week of	M	T	W	TH	F	Total		M	T	W	TH	F	Total		M	T	W	TH	F	Total		M	T	W	TH	F	Total
11/2-6/15	37	31	37	29	36		170						0		5.5	5	5	5.3	5.3	26		61	68	69	66	74	338
11/9-13/15	37	33	0	35	37		142						0		5	5	0	5.3	5	20.25		82	72	0	65	63	282
11/16-20/15	36	38	34	38	32		178						0		5.3	6.3	5.3	5.3	5.3	27.25		72	104	81	67	58	382
11/23-27/15	30	33	33	0	0		96						0		5.3	5.3	5.3	0	0	15.75		71	61	55	0	0	187
30-Nov	31						31						0							0		65					65
							0						0							0							0
Total	171	135	104	102	105	0	617	0	0	0	0	0	0		21	22	16	16	16	89.25		351	305	205	198	195	1254

MEDICAL/SHOPPING ASSISTANCE

Week of	ONE WAY PASSENGERS						FARES						REVENUE HOURS						REVENUE MILES					
	M	T	W	TH	F	Total	M	T	W	TH	F	Total	M	T	W	TH	F	Total	M	T	W	TH	F	Total
11/2-6/15	2	0	6	4	4	16	2.5	0	7.5	5	5	20	4	0	7	6.5	5	22.5	14	0	45	35	22	116
11/9-13/15	8	5	0	6	6	25	10	6.3	0	7.5	7.5	31.25	5.5	5.5	0	5	5	21	50	72	0	37	48	207
11/16-20/15	5	6	0	2	0	13	6.3	7.5	0	2.5	0	16.25	6.5	7	0	4	0	17.5	50	30	0	75	0	155
11/23-27/15	4	3	8	0	0	15	5	3.8	10	0	0	18.75	5	4.5	5	0	0	14.5	30	25	43	0	0	98
30-Nov	0					0	0					0	0					0	0					0
						0						0						0						0
Total	20	13	23	14	24	69	25	16	29	18	30	86.25	21	17	12	16	10	75.5	144	127	88	147	70	576

Staff Report

To: Local Transportation Authority
From: Sean Reilly Vienna, Transportation Planner Telephone: (831) 637-7665
Date: December 17, 2015
Subject: Jovenes de Antaño Contract Amendment #3

Recommendation:

APPROVE Contract Amendment #3 to the Contract between LTA and Jovenes de Antaño (JDA) dated December 16, 2010.

Summary:

The current contract is due to expire at the end of 2015. Staff is proposing to exercise a contract optional year for 2016. This contract amendment will allow JDA to continue to provide Specialized Transportation Services for LTA.

Financial Considerations:

The agreed upon fee and operating hours, set the total "not to exceed" amount for 2016 (January 1, 2016 – December 31st, 2016) at \$203,360. This brings the total "not to exceed" amount for the entire contract to \$1,273,791.

Background:

In December of 2010, the LTA Board signed and executed a contract with Jovenes de Antaño to provide Specialized Transportation Services, for LTA. Service with this contract started on January 1st 2011 and is set to expire December 31st 2015. In order to continue uninterrupted service, LTA is seeking to extend the contract with JDA from January 1st 2016 to December 31st 2016. The fee rate that was agreed upon by LTA and JDA is an average of the hourly fees from the last 5 years of the contract. The hours agreed upon for this contract are the same number of hours from 2015.

Staff Analysis:

Staff recommends that the contract amendment be approved in order to continue service uninterrupted throughout 2016.

Executive Director Review: _____

Counsel Review: Yes

Attachment: JDA Contract Amendment #3

AMENDMENT TO CONTRACT

3

The San Benito County Local Transportation Authority ("LTA") and Jovenes de Antaño ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

LTA and CONTRACTOR acknowledge that the parties entered into a contract, dated December 16, 2010.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: April 21, 2011 and December 19, 2013

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☐ The term of the original contract is not modified.

☒ The term of the original contract (Exhibit 1) is extended from the current expiration date of December 31, 2015, to a new expiration date of December 31, 2016.

b. Scope of Services. (Check one.)

☐ The services specified in the original contract (Exhibit 1) are not modified.

☒ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☒ The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

The following paragraphs of EXHIBIT A of EXHIBIT 1 to this Amendment are hereby amended as follow:

2.6.1.6. Operations – Service Hours: In no event shall the total quarterly vehicle revenue hours, for Option Year 1, billed to the LTA for ST services exceed 1,640 hours.

2.6.1.7. In no event will the total monthly vehicle revenue hours billed to the LTA for ST services exceed the maximum monthly revenue service hours without the LTA's prior written authorization

☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. Payment Terms. (Check one.)

☐ The payment terms in the original contract (Exhibit 1) are not modified.

☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☐ The payment terms are modified only as specified below:

Modified or New Payment Terms:

☒ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

☒ One month in arrears.

☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.

☐ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by LTA to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

LTA shall pay to CONTRACTOR: (Check one.)

☐ a total lump sum payment of \$ _____,
or

☒ a total sum not to exceed \$ 1,273,791,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

☐ There are no additional terms of compensation.

☒ The following specific terms of compensation shall apply:

1. PAYMENT

1.1. Price Formula

For services rendered as set forth in EXHIBIT 1 to this Amendment, payment shall be based on the firm fixed hourly rate per vehicle revenue service hour for the following period:

Optional Year	Length of Period	Hourly Rate per Vehicle Revenue Hour
1	Jan. 1, 2016 – Dec. 31, 2016	\$ 31.00

1.2. Vehicle Revenue Service Hour

Vehicle revenue service hours will be calculated based on the actual time that each revenue vehicle is in service and available to passengers.

1.2.1. Out-of-County Non-Emergency Medical Transportation (OOCMT), Senior Lunch Transportation Program (SLTP), and Medical Shopping Assistance Program (MSAP) vehicle revenue service hours are definite as the time from when a vehicle picks up its first passenger of the day or scheduled service period through the time the vehicle drops off its last passenger of the day or scheduled service period.

1.2.2. For all modes of operations, vehicle revenue service hours shall specifically exclude time for travel to and from storage facilities, downtime for roadcalls, road tests, fueling, vehicle inspections, driver training and driver rest or meal breaks. Fixed Hourly Rate costs elements are detailed in EXHIBIT E to EXHIBIT 1 of this Amendment and are incorporated herein by reference.

1.3. Vehicle Delivery Expense Reimbursements

LTA shall reimburse CONTRACTOR for actual labor expenses, at the rate contained in Paragraph 1.1 of this Section, incurred to deliver vehicles to LTA-designated suppliers for repair and servicing, as requested by LTA maintenance staff. No reimbursement shall be paid if vehicle delivery is necessary to correct loss or damage that is determined by LTA to be due to collision, vandalism, theft, or abuse.

1.4. Invoice; Payment

CONTRACTOR shall submit to LTA on or before the 1st day of July, an invoice to advance payment for the months of July and August. For July and August ST operations, CONTRACTOR shall submit the information provided hereafter noting that payment was made in July. On or before the 10th day of each month, CONTRACTOR shall submit an invoice to the LTA, Attention: Transportation Planner. Said invoice shall itemize CONTRACTOR'S full and complete performance hereunder for the previous monthly period. Invoices shall be in such form and shall incorporate such supporting documentation as the LTA may from time to time require. At a minimum, CONTRACTOR shall provide the following itemization for each invoice submitted:

- a. Vehicle Revenue Hour Charges shall be directly traceable by LTA to ST as identified in EXHIBIT A of EXHIBIT 1 of this AGREEMENT, or revisions thereto, and operator trip sheets.
- b. Other Charges for which prior written authorization has been provided by LTA, but not covered in the Fixed Monthly Rate or Fixed Vehicle Revenue Hour, shall be billed monthly with charges directly traceable to receipts, bills, etc., copies of which shall be attached to the invoice.

All payments by LTA shall be made in arrears after the service has been provided. LTA shall pay all reasonable and allowable items in CONTRACTOR'S invoice within 30 days following receipt of such invoice. If LTA disputes any item on an invoice for a reasonable cause, LTA may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONTRACTOR within thirty (30) working days after receipt of invoice by LTA.

1.5. Deduction of Payment: Vehicle and Equipment Damages

CONTRACTOR shall be responsible for the cost of all repairs to LTA vehicles and equipment to correct loss or damage due to collision, vandalism, theft, or abuse. Cost of repairs shall include all parts, labor, vehicle transportation or towing, and other costs associated with completing necessary repairs. When LTA determines that vehicle or equipment loss or damage is the responsibility of CONTRACTOR, LTA shall notify CONTRACTOR as provided under Paragraph 3.4 of EXHIBIT A of EXHIBIT 1 to this Amendment, and will direct CONTRACTOR to expeditiously effect the repairs. Alternatively, LTA may complete the repairs or have the repairs

completed by a third party, and the cost of said repairs shall be deducted from payments due CONTRACTOR.

1.6. Liquidated Damages

CONTRACTOR and LTA acknowledge and agree that LTA may suffer substantial damage in the event CONTRACTOR acts or fails to act in the manner set forth in following items a. through h. of Paragraph 1.6.10. of this Amendment. The amount of the damage is difficult, if not impossible, to ascertain, due to the nature of this Amendment and the nature of such damages. Accordingly, the parties hereto have determined to establish the provision of this Section as LTA's compensation for damages for such acts or failures to act, and not as a penalty, and further agree that such damages are reasonable.

Any liquidated damages assessed and received as described herein shall not constrain LTA from receiving additional recompense where said damages can be proven, nor shall payment of any liquidated damage in itself absolve or find the CONTRACTOR of being in material breach of the contract.

- 1.6.1. Prior to the assessment of any liquidated damages; the CONTRACTOR shall be notified in writing of the violation.
- 1.6.2. CONTRACTOR shall be given an opportunity to respond to LTA staff within five (5) business days of notice.
- 1.6.3. All appeals of this nature shall be submitted in writing. Disputes arising concerning the intended assessment of any liquidated damages, which are not resolved by mutual agreement of the parties' authorized representatives, shall be decided by the LTA Executive Director or his/her designee. LTA shall not assess liquidated damages to events beyond the reasonable control of CONTRACTOR.
- 1.6.4. Should it be determined that liquidated damages are to be imposed, the LTA may deduct the amounts owed in U.S. dollars from CONTRACTOR's unpaid invoice(s) for service rendered.
- 1.6.5. Should any entity assess liquidated damages to LTA for actions, inactions, or omissions of the CONTRACTOR or its agents, the liquidated damages assessed to the CONTRACTOR shall be equal to U.S. dollars to that suffered by LTA.
- 1.6.6. Any liquidated damages of sub-standard productivity shall be assessed to the CONTRACTOR on a quarterly basis for the previous quarter.
- 1.6.7. Liquidated damages will not be assessed sooner than three months after the initiation of services under EXHIBIT 1 of this Amendment.

- 1.6.8. Liquidated damages will be assessed after observation of the incident by LTA, one of its authorized monitors, or after a fully investigated complaint. Where appropriate, determination of liquidated damages shall not be compounded nor shall more than one form of liquidated damages be imposed per incident.
- 1.6.9. The maximum limit of liquidated damages assessed to the CONTRACTOR shall not exceed one thousand dollars (\$1,000) per month.
- 1.6.10. By accepting the terms and conditions of the Exhibit 1 of this Amendment, the CONTRACTOR agrees to the following liquidated damages. The liquidated damages shall not be compounded nor shall more than one form of liquidated damages be imposed per incident. LTA may assess liquidated damages as follows for CONTRACTOR'S act(s) or failure(s) to act:
- a. One Hundred Dollars (\$100) per incident for each day that: a vehicle or vehicles in revenue service are not maintained in a clean condition, in accordance with contract standards.
 - b. Five Hundred Dollars (\$500) per incident for each day, beginning on the sixth day, that CONTRACTOR fails to deliver an operable vehicle for repair and/or servicing following a written request by LTA maintenance staff.
 - c. One Thousand Dollars (\$1,000) per incident for each occurrence that: (1) a wheelchair becomes unfastened from its tie down(s) while being transported, or (2) a wheelchair is not fastened by tie-down(s) while being transported.
 - d. Five Hundred Dollars (\$500) per quarter that CONTRACTOR fails to obtain an on-time performance level of ninety percent (90%) or better for ST, based on the standards set forth in Paragraph 2.6.1.3. of EXHIBIT A to EXHIBIT 1 of this Amendment.
 - e. Five Hundred Dollars (\$500) per quarter that CONTRACTOR fails to obtain an on-time performance level of ninety-five percent (95%) or better for Reservation Reliability, based on the standards set forth EXHIBIT A to EXHIBIT 1 of this Amendment.
 - f. Fifty Dollars (\$50) per calendar day that CONTRACTOR fails to submit a monthly report after the specified due date in Paragraph 2.21. of EXHIBIT A of EXHIBIT 1 to this Amendment.
 - g. Fifty Dollars (\$50) per calendar day that CONTRACTOR fails to maintain the transit facilities set forth in Paragraph 3.3. of EXHIBIT A to EXHIBIT 1 to this Amendment.

- h. One Hundred Dollars (\$100) per vehicle code violation during annual California Highway Patrol Vehicle (CHP) Safety Compliance Inspection.

Liquidated damages will not be assessed sooner than three months after the initiation of services in EXHIBIT 1 of this Amendment. Liquidated damages will be assessed after observation of the incident by LTA, one of its authorized monitors, or after a fully investigated and validated complaint. LTA will deduct liquidated damages from payment of CONTRACTOR invoice. Where appropriate, determination of liquidated damages shall be based on sampling methods mutually agreed to by LTA and CONTRACTOR.

The determination of whether or not to assess liquidated damages shall be at the sole discretion of the LTA. LTA shall be entitled to take such other legal remedies as may be appropriate for such acts or failures to act, including but not limited to termination of this Amendment.

2. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Amendment to the contrary, LTA and CONTRACTOR mutually agree that LTA'S maximum cumulative obligation is limited to \$1,070,431, including amounts payable to CONTRACTOR for leases, materials, and costs arising from or due to, termination of this Agreement. It is the intent of the parties hereto that said maximum obligation shall be sufficient to compensate CONTRACTOR for services performed for five years, and that said maximum obligation may have to be amended if CONTRACTOR provides services for LTA subsequent to that time period.

In the event that the maximum cumulative obligation provided hereinabove is reached, CONTRACTOR shall have no obligation to perform any additional work in EXHIBIT 1 of this Amendment and, any work performed or expenditures incurred by CONTRACTOR over and above the cumulative obligation amount specified above shall be the sole risk of CONTRACTOR.

In the event that LTA does not intend to amend this maximum obligation amount, LTA shall so notify CONTRACTOR by written notice at least one month before the maximum obligation amount specified herein is estimated to be reached. For purposes of amending this AGREEMENT to provide for additional funding of the maximum obligation amount specified hereinabove, only the Board of Directors of the LTA shall have authority to obligate LTA.

3. OPERATING REVENUES

All operating revenues collected by CONTRACTOR are the property of LTA. For the purposes of this AGREEMENT, operating revenues shall include but not necessarily be limited to farebox receipts and pass sales revenue. CONTRACTOR shall be responsible for handling farebox receipts and pass sales revenues in the manner discussed in Paragraph 2.20. of EXHIBIT A of EXHIBIT 1 to this Amendment, and as necessary for LTA to meet the requirements of State and Federal funding sources.

d. Other Terms. (Check one.)

[X] There are no other terms of the original contract that are modified.

[] Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

(Insert other modified or new terms.)

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

LTA:

CONTRACTOR:

By: _____

By: 

Date: _____

Date: 12/8/15

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: 

Shirley L. Murphy, Deputy County Counsel

Date: Dec. 11, 2015

**EXHIBIT 1
TO AMENDMENT #__3__**

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

AMENDMENT TO CONTRACT

2

The San Benito County Local Transportation Authority ("LTA") and Jovenes de Antaño ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

LTA and CONTRACTOR acknowledge that the parties entered into a contract, dated December 16, 2010.

b. Prior Amendments. (Check one.)

- ☐ The initial contract previously has not been amended.
☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: April 21, 2011.

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

- ☒ The term of the original contract is not modified.
☐ The term of the original contract (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____.

b. Scope of Services. (Check one.)

- ☐ The services specified in the original contract (Exhibit 1) are not modified.
☒ The services specified in the original contract (Exhibit 1) are modified as specified below:
(Check one.)

- ☒ The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

The following has been added to Section 3.4 of the initial contract:

CONTRACTOR shall be responsible for the maintenance of the LTA vehicles used to transport clients whose trips are paid through a third party company using Medi-Cal or Medicare funds. CONTRACTOR shall insure that such trips follow services outlined in Sections 2.2, 2.3, and 2.4.

- ☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. Payment Terms. (Check one.)

- ☐ The payment terms in the original contract (Exhibit 1) are not modified.
☒ The payment terms in the original contract (Exhibit 1) are modified as specified below:
(Check one.)

- ☒ The payment terms are modified only as specified below:

Modified or New Payment Terms:

The following sections shall be added to Section 1 of Exhibit B of the initial contract.

1.7. Medi-Cal and Medicare Funded Trips

CONTRACTOR shall not invoice the LTA for trips that are paid through a third party company using Medi-Cal or Medicare funds.

The following sections shall be added to Exhibit B of the initial contract.

4. MAINTENANCE OF VEHICLES USED FOR MEDI-CAL OR MEDICARE FUNDED TRIPS

LTA shall invoice the CONTRACTOR for maintenance costs associated with LTA owned vehicles operated by CONTRACTOR and used to provide trips paid through a third party company using Medi-Cal or Medicare funds on a quarterly basis. Payment shall be made by the CONTRACTOR to the LTA, net thirty (30) days from the invoice date at the address below:

LTA
330 Tres Pinos Road, Suite C7
Hollister, CA 95023

- ☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

d. Other Terms. (Check one.)

- ☒ There are no other terms of the original contract that are modified.
☐ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

(Insert other modified or new terms.)

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

LTA:

By: _____

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Shirley L. Murphy
Shirley L. Murphy, Deputy County Counsel

Date: Dec. 11, 2013

CONTRACTOR:

By: Paulina Ugalde

Date: 12/12/13

Federal Tax ID Number: # 94-2280033

EXHIBIT 1
TO AMENDMENT # 2

ORIGINAL
CONTRACT

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

AMENDMENT TO CONTRACT

1

The San Benito County Local Transportation Authority ("LTA") and Jovenes de Antaño ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

LTA and CONTRACTOR acknowledge that the parties entered into a contract, dated December 16, 2010.

b. Prior Amendments. (Check one.)

☒ [X] The initial contract previously has not been amended.

☐ [] The initial contract previously has been amended. The date(s) of prior amendments are as follows: _____

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☒ [X] The term of the original contract is not modified.

☐ [] The term of the original contract (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____.

b. Scope of Services. (Check one.)

☐ [] The services specified in the original contract (Exhibit 1) are not modified.

☒ [X] The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☒ [X] The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

The following paragraphs of Exhibit A to the original contract (Exhibit 1 to this Amendment) are hereby amended as follow:

2.6.1.6. Operations – Service Hours: In no event shall the total quarterly vehicle revenue hours billed to the LTA for ST services exceed 1,800 hours in Contract Years 1, 2, and 3. In Contract Years 4, the total quarterly vehicle hours billed to LTA for ST services shall not exceed 1,632 hours. In Contract Years 5, the total quarterly vehicle hours billed to LTA for ST services shall not exceed 1,640 hours.

2.6.1.7. In no event will the total monthly vehicle revenue hours billed to the LTA for ST services exceed the maximum monthly revenue service hours without the LTA's prior written authorization

- ☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. Payment Terms. (Check one.)

- ☐ The payment terms in the original contract (Exhibit 1) are not modified.
☒ The payment terms in the original contract (Exhibit 1) are modified as specified below:
(Check one.)

- ☐ The payment terms are modified only as specified below:

Modified or New Payment Terms:

- ☒ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- ☒ One month in arrears.
☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
☐ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by LTA to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

LTA shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$_____, or
☒ a total sum not to exceed \$ 1,070,431.

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- ☐ There are no additional terms of compensation.
☒ The following specific terms of compensation shall apply:

1. PAYMENT

1.1. Price Formula

For services rendered as set forth in Exhibit 1 to this Amendment, payment shall be based on the firm fixed hourly rate per vehicle revenue service hour for the following periods:

Contract Year	Length of Period	Hourly Rate per Vehicle Revenue Hour
1	April 1, 2011 – Dec. 31, 2011	\$ 32.08
2	Jan. 1, 2012 – Dec. 31, 2012	\$ 31.90
3	Jan. 1, 2013 – Dec. 31, 2013	\$ 32.77
4	Jan. 1, 2014 – Dec. 31, 2014	\$ 28.69
5	Jan. 1, 2015 – Dec. 31, 2015	\$ 29.55

The LTA reserves the right to renegotiate with the CONTRACTOR the hourly rate and service hours in Contract Year 3 for Contract Years 4 and 5.

1.2. Vehicle Revenue Service Hour

Vehicle revenue service hours will be calculated based on the actual time that each revenue vehicle is in service and available to passengers.

1.2.1. Out-of-County Non-Emergency Medical Transportation (OOCMT), Senior Lunch Transportation Program (SLTP), and Medical Shopping Assistance Program (MSAP) vehicle revenue service hours are defined as the time from when a vehicle picks up its first passenger of the day or scheduled service period through the time the vehicle drops off its last passenger of the day or scheduled service period.

1.2.2. For all modes of operations, vehicle revenue service hours shall specifically exclude time for travel to and from storage facilities, downtime for roadcalls, road tests, fueling, vehicle inspections, driver training and driver rest or meal breaks. Fixed Hourly Rate costs

elements are detailed in Exhibit E to the original contract (Exhibit 1 to this Amendment).

1.3. Vehicle Delivery Expense Reimbursements

LTA shall reimburse CONTRACTOR for actual labor expenses, at the rate contained in Paragraph 1.1 of this Section, incurred to deliver vehicles to LTA-designated suppliers for repair and servicing, as requested by LTA maintenance staff. No reimbursement shall be paid if vehicle delivery is necessary to correct loss or damage that is determined by LTA to be due to collision, vandalism, theft, or abuse.

1.4. Invoice; Payment

CONTRACTOR shall submit to LTA on or before the 1st day of July, an invoice to advance payment for the months of July and August. For July and August ST operations, CONTRACTOR shall submit the information provided hereafter noting that payment was made in July. On or before the 10th day of each month, CONTRACTOR shall submit an invoice to the LTA, Attention: Transportation Planner. Said invoice shall itemize CONTRACTOR'S full and complete performance hereunder for the previous monthly period. Invoices shall be in such form and shall incorporate such supporting documentation as the LTA may from time to time require. At a minimum, CONTRACTOR shall provide the following itemization for each invoice submitted:

- a. Vehicle Revenue Hour Charges shall be directly traceable by LTA to ST as identified in Exhibit A of the original contract (Exhibit 1 to this Amendment), or revisions thereto, and operator trip sheets.
- b. Other Charges for which prior written authorization has been provided by LTA, but not covered in the Fixed Monthly Rate or Fixed Vehicle Revenue Hour, shall be billed monthly with charges directly traceable to receipts, bills, etc., copies of which shall be attached to the invoice.

All payments by LTA shall be made in arrears after the service has been provided. LTA shall pay all reasonable and allowable items in CONTRACTOR'S invoice within 30 days following receipt of such invoice. If LTA disputes any item on an invoice for a reasonable cause, LTA may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deductions shall be documented to CONTRACTOR within thirty (30) working days after receipt of invoice by LTA.

1.5. Deduction of Payment: Vehicle and Equipment Damages

CONTRACTOR shall be responsible for the cost of all repairs to LTA vehicles and equipment to correct loss or damage due to collision, vandalism, theft, or abuse. Cost of repairs shall include all parts, labor, vehicle transportation or towing, and other costs associated with completing necessary repairs. When LTA determines that vehicle or equipment loss or damage is the responsibility of CONTRACTOR, LTA shall notify CONTRACTOR as provided under Paragraph 3.4 of Exhibit A to the original contract (Exhibit 1 to this Amendment), and will direct CONTRACTOR to expeditiously effect the repairs. Alternatively, LTA may complete the repairs or have the repairs completed by a third party, and the cost of said repairs shall be deducted from payments due CONTRACTOR.

1.6. Liquidated Damages

CONTRACTOR and LTA acknowledge and agree that LTA may suffer substantial damage in the event CONTRACTOR acts or fails to act in the manner set forth in following items a. through h. of Paragraph 1.6.10. of this Amendment. The amount of the damage is difficult, if not impossible, to ascertain, due to the nature of this contract and the nature of such damages. Accordingly, the parties hereto have determined to establish the provision of this Section as LTA's compensation for damages for such acts or failures to act, and not as a penalty, and further agree that such damages are reasonable.

Any liquidated damages assessed and received as described herein shall not constrain LTA from receiving additional recompense where said damages can be proven, nor shall payment of any liquidated damage in itself absolve or find the CONTRACTOR of being in material breach of the contract.

1.6.1. Prior to the assessment of any liquidated damages; the CONTRACTOR shall be notified in writing of the violation.

1.6.2. CONTRACTOR shall be given an opportunity to respond to LTA staff within five (5) business days of notice.

1.6.3. All appeals of this nature shall be submitted in writing. Disputes arising concerning the intended assessment of any liquidated damages, which are not resolved by mutual agreement of the parties' authorized representatives, shall be decided by the LTA Executive Director or his/her designee. LTA shall not assess liquidated damages to events beyond the reasonable control of CONTRACTOR.

- 1.6.4. Should it be determined that liquidated damages are to be imposed, the LTA may deduct the amounts owed in U.S. dollars from CONTRACTOR's unpaid invoice(s) for service rendered.
- 1.6.5. Should any entity assess liquidated damages to LTA for actions, inactions, or omissions of the CONTRACTOR or its agents, the liquidated damages assessed to the CONTRACTOR shall be equal to U.S. dollars to that suffered by LTA.
- 1.6.6. Any liquidated damages of sub-standard productivity shall be assessed to the CONTRACTOR on a quarterly basis for the previous quarter.
- 1.6.7. Liquidated damages will not be assessed sooner than three months after the initiation of services under the original contract (Exhibit 1 to this Amendment).
- 1.6.8. Liquidated damages will be assessed after observation of the incident by LTA, one of its authorized monitors, or after a fully investigated complaint. Where appropriate, determination of liquidated damages shall not be compounded nor shall more than one form of liquidated damages be imposed per incident.
- 1.6.9. The maximum limit of liquidated damages assessed to the CONTRACTOR shall not exceed one thousand dollars (\$1,000) per month.
- 1.6.10. By accepting the terms and conditions of the original contract (Exhibit 1 to this Amendment), and the amendments reflected herein, the CONTRACTOR agrees to the following liquidated damages. The liquidated damages shall not be compounded nor shall more than one form of liquidated damages be imposed per incident. LTA may assess liquidated damages as follows for CONTRACTOR'S act(s) or failure(s) to act:
 - a. One Hundred Dollars (\$100) per incident for each day that: a vehicle or vehicles in revenue service are not maintained in a clean condition, in accordance with contract standards.
 - b. Five Hundred Dollars (\$500) per incident for each day, beginning on the sixth day, that CONTRACTOR fails to deliver an operable vehicle for repair

and/or servicing following a written request by LTA maintenance staff.

- c. One Thousand Dollars (\$1,000) per incident for each occurrence that: (1) a wheelchair becomes unfastened from its tie down(s) while being transported, or (2) a wheelchair is not fastened by tie-down(s) while being transported.
- d. Five Hundred Dollars (\$500) per quarter that CONTRACTOR fails to obtain an on-time performance level of ninety percent (90%) or better for ST, based on the standards set forth in Paragraph 2.6.1.3. of Exhibit A to the original contract (Exhibit 1 to this Amendment).
- e. Five Hundred Dollars (\$500) per quarter that CONTRACTOR fails to obtain an on-time performance level of ninety-five percent (95%) or better for Reservation Reliability, based on the standards set forth in Exhibit A to the original contract (Exhibit 1 to this Amendment).
- f. Fifty Dollars (\$50) per calendar day that CONTRACTOR fails to submit a monthly report after the specified due date in Paragraph 2.21. of Exhibit A to the original contract (Exhibit 1 to this Amendment).
- g. Fifty Dollars (\$50) per calendar day that CONTRACTOR fails to maintain the transit facilities set forth in Paragraph 3.3. of Exhibit A to the original contract (Exhibit 1 to this Amendment).
- h. One Hundred Dollars (\$100) per vehicle code violation during annual California Highway Patrol Vehicle (CHP) Safety Compliance Inspection.

Liquidated damages will not be assessed sooner than three months after the initiation of services reflected in the original contract (Exhibit 1 to this Amendment). Liquidated damages will be assessed after observation of the incident by LTA, one of its authorized monitors, or after a fully investigated and validated complaint. LTA will deduct liquidated damages from payment of CONTRACTOR invoice. Where appropriate, determination of liquidated damages shall be based on sampling methods mutually agreed to by LTA and CONTRACTOR.

The determination of whether or not to assess liquidated damages shall be at the sole discretion of the LTA. LTA shall be entitled to take such other legal remedies as may be appropriate for such acts or failures to act, including but not limited to termination of this Amendment.

2. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Amendment to the contrary, LTA and CONTRACTOR mutually agree that LTA'S maximum cumulative obligation is limited to \$1,070,431, including amounts payable to CONTRACTOR for leases, materials, and costs arising from or due to, termination of this Agreement. It is the intent of the parties hereto that said maximum obligation shall be sufficient to compensate CONTRACTOR for services performed for five years, and that said maximum obligation may have to be amended if CONTRACTOR provides services for LTA subsequent to that time period.

In the event that the maximum cumulative obligation provided hereinabove is reached, CONTRACTOR shall have no obligation to perform any additional work in reflected in the original contract (Exhibit 1 to this Amendment) and, any work performed or expenditures incurred by CONTRACTOR over and above the cumulative obligation amount specified above shall be the CONTRACTOR'S sole risk.

In the event that LTA does not intend to amend this maximum obligation amount, LTA shall so notify CONTRACTOR by written notice at least one month before the maximum obligation amount specified herein is estimated to be reached. For purposes of amending this amended contract, in order to provide for additional funding of the maximum obligation amount specified hereinabove, only the Board of Directors of the LTA shall have authority to obligate LTA.

3. OPERATING REVENUES

All operating revenues collected by CONTRACTOR are the property of LTA. For the purposes of this amended contract, operating revenues shall include but not necessarily be limited to farebox receipts and pass sales revenue. CONTRACTOR shall be responsible for handling farebox receipts and pass sales revenues in the manner discussed in Paragraph 2.20. of Exhibit A to the original contract (Exhibit 1 to this Amendment), and as necessary for LTA to meet the requirements of State and Federal funding sources.

d. Other Terms. (Check one.)

- ☒ There are no other terms of the original contract that are modified.
☐ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

(Insert other modified or new terms.)

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

LTA:

By: For E. L. S.

Date: 4/26/2011

CONTRACTOR:

By: Paula Olden

Date: 4/13/11

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Shirley L. Murphy

Shirley L. Murphy, Deputy County Counsel

Date: April 13, 2011

Federal Tax ID Number: 94-2280033

**EXHIBIT 1
TO AMENDMENT # 1**

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

San Benito County Local Transportation Authority

Specialized Transportation Operations and Management Services Contract

Contractor:	Jovenes de Antaño
Board Approval:	December 16, 2010
Commencement Date:	January 1, 2011
Expiration Date:	December 31, 2015

San Benito County Local Transportation Authority

Specialized Transportation Operations and Management Services Contract

Table of Contents

AGREEMENT.....	1
1. Complete Agreement.....	1
2. LTA Designated Representatives	1
3. Employment of Contractor	1
4. Independent Contractor.....	1
5. Scope of Work.....	2
6. Changes in Scope of Work.....	2
7. Compensation for Services, Payment Schedule.....	3
8. Insurance, Bonds, Performance Guarantee.....	3
9. Term of Agreement	6
10. Termination	7
11. Administration	8
EXHIBIT A – SCOPE OF SERVICES	12
1. Responsibilities and Duties of the LTA for Specialized Transportation Operations.....	12
1.1. System Planning and Administration.....	12
1.2. Liaison with Local Jurisdiction.....	12
1.3. Notification – Potential Interference with Transit System Operations	12
1.4. Advertising and Promotion	12
1.5. LTA Vehicles and Equipment, Maintenance and Repair	12
1.6. Radio Communications.....	12
1.7. ST Operations Headquarters.....	13
1.8. Operating Policies and Procedures.....	13
2. Duties and Responsibilities of the Specialized Transportation Contractor.....	13
2.1. General ST Operations.....	13
2.2. Out-of-County Non-Emergency Medical Transportation Services.....	13
2.3. Senior Lunch Transportation Program.....	14
2.4. Medical Shopping Assistance Program.....	14
2.5. Fuel.....	14
2.6. Service Standards	14
2.7. Equal Employment Opportunity.....	18
2.8. Operations Personnel	18
2.9. Operations Management.....	18
2.10. Employee Selection and Supervision	19

2.11. Bilingual (English/Spanish) Personnel.....	20
2.12. Training of Drivers and Operations Personnel.....	20
2.13. ST Driver's Responsibilities	21
2.14. ST Uniforms	21
2.15. Safety Program.....	21
2.16. Accident, Incident, and Complaint Procedures.....	22
2.17. Vehicle Control and Scheduling	22
2.18. Operations Headquarters.....	23
2.19. Telephone Reservation and Information System.....	23
2.20. Fares and Fare Collection.....	23
2.21. Books, Record, Reports, and Inspection.....	24
2.22. System Promotion.....	25
2.23. System Recommendations.....	25
2.24. Route Planning and Scheduling Coordination	25
2.25. Holiday Service.....	26
2.26. Service Interruption.....	26
3. Contractor Duties and Responsibilities on LTA Owned Vehicles	26
3.1. LTA Vehicles and Equipment.....	26
3.2. Daily Vehicle Inspection and Servicing	27
3.3. Vehicle Cleaning.....	27
3.4. Vehicle and Equipment Repair Due to Collision, Vandalism, or Abuse	28
3.5. Roadcalls.....	28
3.6. Vehicle Delivery and Towing	29
3.7. Vehicle Fueling.....	29
EXHIBIT B – COMPENSATION FOR SERVICES, PAYMENT SCHEDULE.....	30
1. Payment.....	30
1.1. Price Formula.....	30
1.2. Vehicle Revenue Service Hour	30
1.3. Vehicle Delivery Expense Reimbursements.....	30
1.4. Invoice, Payment	30
1.5. Deduction of Payment Vehicle and Equipment Damages	31
1.6. Liquidated Damages	31
2. Maximum Obligations.....	33
3. Operating Revenues.....	34
EXHIBIT C – GENERAL PROVISIONS	35
1. Indemnification	35
2. Conflict of Interest.....	35
2.1. Conflict of Transportation Interest.....	35
2.2. Conflicting Use	35
2.3. Interest of Members or Delegates to Congress.....	35
3. Title to Documents, Copyrightst	35
4. Independent Contractor.....	36
5. Audit, Retention of Records.....	36
6. Compliance with Environmental Standards.....	36
7. Equal Employment Opportunity	36

8. Nondiscrimination – Title VI Civil Rights Act of 1964	37
8.1. Compliance with Regulations	37
8.2. Nondiscrimination	37
8.3. Solicitation for Procurements of Materials and Equipment	37
8.4. Information and Reports	37
8.5. Sanctions for Noncompliance	37
8.6. Incorporation of Provisions	38
9. Disadvantaged Business Enterprise (DBE)	38
10. COMPLIANCE WITH LAWS, RULES, REGULATIONS	38
11. Bankruptcy	39
12. Prohibition Against Assignment and Delegation of Duties.....	39
13. Negotiated Contract.....	39
14. Severability	39
15. Entire Contract	39
16. Time is of the Essence	39
17. Responsibility of Agreement Administrators.....	39
18. Materiality.....	40
19. Waiver	40
20. Authority and Capacity.....	40
21. Binding on Successors	40
22. Cumulation of Remedies.....	40
23. Independent Advice.....	40
24. No Reliance on Representations	40
25. Reduction of Consideration.....	41
26. Counterparts.....	41
27. Headings.....	41
28. Sale or Transfer.....	41
29. Notice	41
EXHIBIT D – FEDERAL CLAUSES	43
1. Energy Conservation	43
2. Access to Records.....	43
3. Federal Changes.....	43
4. No Obligation by the Federal Government.....	43
5. Program Fraud and False or Fraudulent Statements or Related Acts	44
6. Civil Rights.....	44
7. Access to Records.....	45

8. Disadvantaged Business Enterprise	46
9. Incorporation of FTA 4220.1D Terms	46
10. Application of Federal, State, and Local Laws and Regulations	47
11. Covenant Against Contingent Fees	47
12. Prohibition on Gratuities	47
13. Contract Work Hours and Safety Standards Act	48
14. Environmental Requirements.....	49
15. Recycled Products	50
16. Lobbying Restrictions	50
17. Debarment and Suspension.....	51
18. Transit Employee Protective Arrangements.....	51
19. Substance Abuse.....	52
20. Charter Bus Requirements.....	52
21. School Bus Requirements	53
22. Privacy Act.....	53
23. Termination.....	53
24. Breach and Dispute Resolution.....	57
EXHIBIT E – PROPOSAL.....	59

AGREEMENT FOR SPECIALIZED TRANSPORTATION MANAGEMENT AND OPERATIONS SERVICES

This AGREEMENT for management of the Specialized Transportation hereinafter referred to as "ST", is made and entered into this 16th day of December 2010 by and between the San Benito County Local Transportation Authority, hereinafter referred to as "LTA" and, Jovenes de Antaño, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the LTA has determined that it requires management and operation services for its ST service; and

WHEREAS, CONTRACTOR has represented that it has the necessary expertise and personnel and is qualified to perform such services;

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. COMPLETE AGREEMENT

This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between the LTA and the CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. Either party's failure to insist in one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of that party's right to such performance by the other party. The following Exhibits are attached hereto and incorporated herein reference:

- a. Exhibit A – Scope of Services
- b. Exhibit B – Compensation for Services, Payment Schedule ,
- c. Exhibit C – General Provisions
- d. Exhibit D -- Federal Clauses
- e. Exhibit E – Proposal
- f. Exhibit F – Approved Amendments

2. LTA DESIGNATED REPRESENTATIVES

The Executive Director or his/her designee shall have the authority to act for and exercise any of the rights of the LTA as set forth in this AGREEMENT, subsequent to the authorization of the Board of Directors of the LTA.

3. EMPLOYMENT OF THE CONTRACTOR

LTA hereby engages the CONTRACTOR and the CONTRACTOR agrees to perform the services, hereinafter described in connection with the management and operation of the ST.

4. INDEPENDENT CONTRACTOR

CONTRACTOR'S relationship to LTA in performance of this AGREEMENT is that of an independent contractor. The personnel performing services under this AGREEMENT shall at all times be under

CONTRACTOR'S exclusive direction and control and shall be employees of CONTRACTOR and not employees of LTA. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters.

CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of the LTA.

5. SCOPE OF WORK

Subject only to the general policies and direction of the LTA with regard to ST management and operation, and to the provisions and requirements of this AGREEMENT, CONTRACTOR shall, upon receiving LTA's notice to proceed, do all things necessary to supervise and operate the ST in accordance with EXHIBIT A of this AGREEMENT.

6. CHANGES IN SCOPE OF WORK

It is understood and agreed by LTA and CONTRACTOR that it may be necessary during the term of this AGREEMENT, to modify its provisions or to revise the scope and/or extent of ST system operations.

6.1. Amendment

In each such instance, LTA and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT.

Each amendment will be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the other applicable provisions of this AGREEMENT, and shall be attached to EXHIBIT F of this AGREEMENT, entitled "APPROVED AMENDMENTS - ST AGREEMENT". Until an amendment has been approved in the foregoing manner, it shall have no force or effect.

6.2. Minor Changes

- a. Notwithstanding the above, LTA without invalidating the AGREEMENT may from time to time order minor changes in the scope and/or extent of ST service operations involving routes, service area boundaries, schedules, operating hours, bus stop locations, and so forth, to respond to demand, special events and other occurrences without requiring an amendment pursuant to this Paragraph. In the event any such change will cause an anticipated increase in cost of, or the time required for, the performance of any part of the work under this AGREEMENT, or would result in an anticipated increase or decrease of twenty percent (20%) or more to the CONTRACTOR's estimated annual vehicle revenue hours in EXHIBIT E, the parties shall meet to negotiate an equitable adjustment to Contractor's rate and the Contract may be amended accordingly.
- b. In the event any Federal, State, or local law, rule, regulation or ordinance becomes operative during the term of this AGREEMENT that has the effect of increasing

CONTRACTOR's operating costs, to include, but not limited to, laws, rule, regulations, or ordinances pertaining to environmental protection or climate change, such as carbon credits, or new taxes imposed based on energy consumption; changes in the Americans with Disabilities Act; or government required increases to employee wages and/or benefits, to include health care benefits, the LTA and CONTRACTOR shall meet to discuss the impact of these unanticipated additional costs and consider adjustment to CONTRACTOR's rates.

- c. In the event of an unforeseen circumstance that may increase CONTRACTOR's operating costs, the LTA and CONTRACTOR shall meet to discuss impact of such circumstance and consider a temporary adjustment to CONTRACTOR's rate.

7. COMPENSATION FOR SERVICES; PAYMENT SCHEDULE

In consideration for CONTRACTOR'S performance of services under this AGREEMENT, LTA shall compensate CONTRACTOR according to the terms and schedule in EXHIBIT B of this AGREEMENT.

8. INSURANCE; BONDS; PERFORMANCE GUARANTEE

8.1. Insurance

With respect to performance of work under this AGREEMENT, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to maintain, insurance as described below:

8.1.1. WORKERS' COMPENSATION INSURANCE with statutory limits, and EMPLOYER'S LIABILITY INSURANCE with limits of not less than one million dollars (\$1,000,000) per occurrence. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this AGREEMENT.

8.1.2. COMPREHENSIVE GENERAL LIABILITY INSURANCE with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence. Such insurance shall include products/completed operations liability, owner's and CONTRACTOR's protective, blanket contractual liability and broad form property damage coverage. Such insurance shall (1) name the LTA, the City of Hollister, the City of San Juan Bautista, the County of San Benito, the Council of San Benito County Governments, and all of their appointed and elected officials, officers, employees, volunteers, agents and assigns as additionally insured; (2) be primary with respect to any insurance or self-insurance programs maintained by the LTA; and (3) contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

8.1.3. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than \$5,000,000 (FIVE MILLION DOLLARS) per occurrence. Such insurance shall (1) include coverage for owned, leased, hired and non-

owned automobiles; (2) include Uninsured Motorist with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least \$2,000 per occurrence, (2) name the LTA, the City of Hollister, the City of San Juan Bautista, the County of San Benito, the Council of San Benito County Governments, and all of their elected and appointed officials, officers, employees, volunteers, agents and assigns as additionally insured; (3) be primary for all purposes; and, (4) contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

8.1.4. AUTOMOBILE COLLISION AND COMPREHENSIVE INSURANCE COVERAGE for the actual cash value of LTA vehicles. Such insurance shall (1) contain deductibles of not more than five thousand dollars (\$5,000), and (2) shall name the LTA as loss payee. CONTRACTOR shall be responsible for all deductibles. In case of damage or destruction of any vehicle or vehicles provided by LTA under the terms of this AGREEMENT, LTA agrees that liability for CONTRACTOR shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss. CONTRACTOR and LTA agree that the appraised fair market value shall be that value established by an appraiser or appraisers as mutually agreed upon.

8.1.5. ALL INSURANCE shall contain the following provisions:

- a. Coverage shall be on an "occurrence" basis.
- b. If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate amount shall be twice the required occurrence limit.
- c. The Liability policy must cover personal injury as well as bodily injury.
- d. The Liability policy shall include a cross-liability or severability of interest endorsement.
- e. Broad form property damage liability must be afforded.
- f. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- g. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
- h. Policies shall name LTA, the City of Hollister, the City of San Juan Bautista, the County of San Benito, the Council of San Benito County Governments, and all of their officers, officials, agents, employees, volunteers and assigns

as insured under any policy, and the policy shall stipulate that this insurance shall operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered thereunder.

- i. CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to LTA and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT. Such documentation shall clearly evidence all coverage required above including specific evidence of separate endorsements naming the LTA and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been given to the LTA.

8.1.6. CONTRACTOR shall furnish complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications prior to commencement of work under this AGREEMENT.

8.1.7. Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

8.1.8. If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. LTA, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, LTA may purchase such required insurance coverage, and without further notice to CONTRACTOR, LTA may deduct from sums due to CONTRACTOR any premium costs advanced by LTA for such insurance.

8.2. Fidelity Bond

CONTRACTOR shall secure for its employees a Fidelity Bond or a policy of employee dishonesty insurance protecting the LTA from employee theft up to the amount of fifty thousand dollars (\$50,000) for any one occurrence. Such Fidelity Bond or employee dishonesty insurance shall name LTA as loss payee with respect to amounts claimed thereunder arising out of CONTRACTOR'S performance under this AGREEMENT. CONTRACTOR shall provide LTA a copy of said bond or insurance certificate.

8.3. Performance Guarantee

CONTRACTOR shall perform no services pursuant to this AGREEMENT, nor be entitled to compensation therefore, unless and until CONTRACTOR submits a bond or other acceptable surety to LTA for use of LTA, such bond executed by CONTRACTOR and a surety company licensed to do business in the State of California, such bond in the amount of TEN PERCENT (10%) of the annual AGREEMENT price, and which shall at all times be kept in full force and effect. The condition of such bond shall be that CONTRACTOR shall fully and faithfully

perform all conditions and covenants of this AGREEMENT or that the face amount of such bond shall be forfeited to LTA. The bond may be a renewable one-year bond, and shall be renewed annually before its expiration date; provided, however, that such bond must remain in full force and effect from and after the date LTA makes any demands for payment on the bond until the LTA releases such claim. Provision of such bond or its equivalent, approved by LTA, is a material covenant of this AGREEMENT. LTA shall not approve any security that is not unconditionally payable to LTA upon demand.

9. TERM OF AGREEMENT³

9.1. Base Term

This AGREEMENT shall become effective January 1, 2011 and shall continue in full force and effect through December 31, 2015 unless earlier terminated as herein provided.

9.2. Month-to-Month Extensions

Upon completion of the full term of this AGREEMENT, LTA at its sole discretion may extend the term of this AGREEMENT on a month-to-month basis up to a maximum of six (6) months. LTA shall notify CONTRACTOR in writing of such extensions on or before September 1st of the termination year of this AGREEMENT. The compensation rates in effect during the last monthly period of the full term of this AGREEMENT shall remain in effect during any such extensions.

9.3. Option Term

If and only if mutually agreeable by the CONTRACTOR and with the LTA's approval, anytime on or before the date specified herein and as follows:

9.3.1. LTA may extend the service provided by CONTRACTOR under this AGREEMENT for up to three option periods of one-year duration by providing written notice to CONTRACTOR.

9.3.2. The option term rates shall be as set forth in EXHIBIT B to this AGREEMENT.

9.3.3. LTA shall provide written notice to CONTRACTOR on or before February 1, 2015 for the initial option term, and on or before February 1st of each subsequent year for the remaining option terms. It is mutually understood and agreed that all work performed and services provided under the exercised option shall be in strict compliance with all of the requirements of this AGREEMENT as such may be amended from time to time by mutual agreement.

9.3.4. CONTRACTOR shall reply by March 1st, 2015, and on or before March 1st of each subsequent year for the remaining option terms, in response to the LTA's request to mutually extend this AGREEMENT.

It is mutually understood and agreed that LTA is under no obligation whatsoever to exercise this option and that no representations have been made by LTA committing it to such exercise of this option, and that LTA may procure any such option requirements elsewhere. Such option exercise may be by amendment hereto or by issuance of a new AGREEMENT.

10. TERMINATION

10.1. Either LTA or CONTRACTOR may terminate this AGREEMENT for one or more of the following reasons:

10.1.1. For convenience: LTA may terminate this AGREEMENT in whole or in part, at any time, for its convenience and for any reason, by giving CONTRACTOR thirty (30) days written notice thereof.

10.1.2. For insufficient funding: LTA may terminate this AGREEMENT upon thirty (30) days written notice to CONTRACTOR that insufficient funding is available to fund this AGREEMENT.

10.1.3. For Material Breach: LTA may terminate this AGREEMENT upon ten (10) days (hereinafter "cure period") written notice by mail or by personal service of a material default or breach in performance of any of the terms and conditions of this AGREEMENT to be kept, done or performed by CONTRACTOR, if CONTRACTOR fails, neglects or refuses for the stated cure period to remedy said defaults, or to initiate remedy of said faults should the cure thereof require a period in excess of the cure period. Should the cure period expire without remedy of said defaults or initiation of such remedy by CONTRACTOR, the LTA may, without further notice and without suit or other proceedings, cancel this AGREEMENT. The interpretation of whether a breach or default has occurred and the appropriateness or sufficiency of CONTRACTOR's remedy may be subject to resolution as set forth in Paragraph 10.3. of this AGREEMENT.

10.1.4. For Bankruptcy: Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR or (b) a general assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR under any insolvency or bankruptcy act shall constitute a breach of the AGREEMENT by CONTRACTOR and shall at the option of LTA terminate this AGREEMENT.

10.1.5. For nonpayment by LTA: In the event LTA is delinquent in paying CONTRACTOR by more than fifteen (15) calendar days after LTA has received a statement by certified mail of the delinquency from CONTRACTOR, then CONTRACTOR may serve, by certified mail, a notice of its intent to suspend operations at least seven (7) calendar days subsequent to the receipt of such notice of intention by LTA. If LTA does not correct the delinquency within said seven-day period or if the parties do not agree to arbitrate the dispute under the provisions of this AGREEMENT, then CONTRACTOR may suspend operations without further notice or penalty on the date indicated by the notice.

10.1.6. By mutual agreement: This AGREEMENT may also be terminated at any time upon mutual agreement of both parties.

10.1.7. For Non-Performance By CONTRACTOR: If at anytime and in any performance category CONTRACTOR's performance falls below Grade F in the quarterly report, CONTRACTOR will be deemed to be out of compliance with the AGREEMENT and will receive notification of said status. Grade F performance in any category may be grounds for contract termination for non-performance. In the event of two consecutive quarters (or three (3) nonconsecutive quarters within a twelve (12) month period) of Grade F performance in one or more categories, then LTA may pursue contract cancellation.

10.2. Compensation Upon Termination

Should the LTA terminate this AGREEMENT, in whole or in part, by written notice to CONTRACTOR when it is in the Government's best interest, CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to the LTA to be paid the CONTRACTOR. If CONTRACTOR has any property in its possession belonging to the LTA, CONTRACTOR will account for the same, and dispose of it in the manner the LTA directs.

Should this AGREEMENT be terminated by the CONTRACTOR, LTA shall be liable costs and fees as specified in EXHIBIT B of this AGREEMENT accrued to date of termination.

10.3. LTA Remedies On Breach

Notwithstanding anything to the contrary herein, it is understood and agreed that in the event of failure by CONTRACTOR to perform services required by this AGREEMENT, in addition to all other remedies, penalties and damages provided by law, the LTA may provide such services, and deduct the cost of doing so from the amounts due or to become due to the CONTRACTOR. The costs to be deducted shall be the actual costs to LTA to provide such services, or the amounts specified in EXHIBIT B to this AGREEMENT, whichever is greater.

10.4. Transition to Future Contractor

For up to sixty (60) days before and after the effective date of the termination or expiration of this AGREEMENT, CONTRACTOR shall provide to either the LTA or any future CONTRACTOR selected by LTA, CONTRACTOR'S full cooperation in the transition to the successor CONTRACTOR. This shall include, as a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), access to non-confidential personnel files and to maintenance records.

CONTRACTOR shall release all telephone numbers and any sequential rollover numbers required by LTA to the new operator. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR'S services to the new provider's services, and shall cooperate fully with the LTA and the new provider to this end.

11. ADMINISTRATION

11.1. Control

CONTRACTOR shall render all services under this AGREEMENT in a manner consistent with the policies of the LTA. Modification of existing policies or adoption of new policies during the term of this AGREEMENT that affect CONTRACTOR's performance of services shall be treated as changes pursuant to Section 6 of this AGREEMENT.

CONTRACTOR shall advise LTA of matters of importance, such as the condition of vehicles, bus route time conflicts, any and all matters the CONTRACTOR feels are safety related, and make recommendations when appropriate; however, final authority shall rest with the LTA. Notwithstanding this provision, CONTRACTOR remains responsible for any consequences resulting from CONTRACTOR'S actions or inaction as provided in this AGREEMENT or otherwise provided by law.

LTA shall not interfere with the management of CONTRACTOR'S normal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR'S employees. LTA may advise CONTRACTOR of any employee's inadequate performance that has a negative effect on the service being provided, and CONTRACTOR shall take prompt action to remedy the situation. Notwithstanding the above restriction, LTA may demand removal of any CONTRACTOR employee from the LTA's project by providing written notice to CONTRACTOR.

11.2. Shortages and Delays

In the event that LTA fails to provide or delays provision of items as herein described, in the quantity and size required, then CONTRACTOR shall not be responsible for any delays or resulting decline in the quality of service.

11.3. Substitutions and Replacement of Proposed Personnel

In the event that CONTRACTOR substitutes or replaces any personnel interviewed during the Request for Proposals process without consulting LTA, LTA shall assess a ten percent (10%) penalty of the estimated total cost of the first year of operations.

11.4. Force Majeure

Neither party shall be held responsible for losses, delays, failure to perform, nor excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: acts of God, fire, epidemics, earthquake, flood or other natural disaster; strikes, war or civil disorder, road closures; unavailability of fuel.

CONTRACTOR shall not be entitled to compensation for any service, the performance of which is excused by this paragraph.

In the event that CONTRACTOR is unable to provide the services indicated due to any cause, CONTRACTOR shall make reasonable attempts to notify the public including notification to local radio stations, and if appropriate, local newspapers and television stations.

Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of the AGREEMENT, CONTRACTOR, on a timely basis, shall notify LTA of the fact, and thereafter shall report to LTA all relevant information then known to CONTRACTOR, and shall continue to so report.

11.5. Emergency and Disaster Procedures

In the event of a major emergency such as an earthquake, dam failure, or man-made catastrophe, CONTRACTOR shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority is broken, and for the period while it is broken, CONTRACTOR shall make best use of transportation resources to the degree possible following the direction of the appropriate

authority under the circumstances, such as the police, Red Cross, or National Guard. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with EXHIBIT B to this AGREEMENT, or if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable, and prompt reimbursement of CONTRACTOR'S actual costs. Reimbursement for such major emergency services shall be over and above the Maximum Obligation described in EXHIBIT B to this AGREEMENT.

11.5.1. CONTRACTOR shall provide enough potable water and non-perishable food items for its employees for five (5) days to be used in case of an emergency and disaster. Supply items shall be assessed annually for deformed and expired items. Potable water shall be replaced annually. In addition to the aforementioned items, the following shall also be included:

- Cups
- Plates
- Utensils
- Two (2) manual can openers
- Toilet paper
- Cookware (if needed)

11.5.2. CONTRACTOR shall store the items in clearly labeled, sturdy containers in an area that is readily accessible by the CONTRACTOR.

11.6. Dispute Resolution and Attorney Fees

Any dispute over a decision by LTA staff under this AGREEMENT (including, but not limited to any assessments assessed pursuant to EXHIBIT A to this AGREEMENT, or any determination whether a collision or other incident is a "Preventable Accident"), except decisions of the LTA Executive Director, shall be appealable in writing to LTA within five (5) business days of the decision. In connection with any such appeal, CONTRACTOR shall be afforded an opportunity to offer written evidence to the LTA Executive Director and to meet with the LTA Executive Director (and such other LTA staff persons as LTA Executive Director may determine) regarding the issues presented in the appeal. The LTA shall issue a decision in writing within five (5) business days of the receipt of the written evidence or of the date of the meeting, as the case may be. The decisions of the LTA Executive Director on such appeals and any other matter under this AGREEMENT shall be final and shall not be appealable to LTA except as provided in this Paragraph.

11.6.1. Continuing Duty. Pending final resolution of a dispute under this Section, CONTRACTOR shall proceed diligently with performance in accordance with this AGREEMENT and the recommended decision of the LTA Executive Director.

11.6.2. Attorneys' Fees. If any action at law or in equity is brought on account of any breach of this AGREEMENT, or to enforce or interpret the AGREEMENT or any provision hereof, the prevailing party in such action shall be entitled to recover from the other party its attorneys' fees and costs of suit, the amount of which shall be fixed by the court and made a part of any judgment rendered.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

LTA:

By: _____

Date: _____

12/16/2010

CONTRACTOR:

By: _____

Date: _____

12/13/10

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: _____

Shirley L. Murphy
Shirley L. Murphy, Deputy County Counsel

Date: _____

Dec. 9, 2010

Federal Tax ID Number: _____

94-228833

EXHIBIT A – SCOPE OF SERVICES

1. RESPONSIBILITIES AND DUTIES OF THE LTA FOR SPECIALIZED TRANSPORTATION OPERATIONS

The San Benito County Local Transportation Authority (LTA) shall perform the following duties and accept the following responsibilities with respect to Specialized Transportation (ST) operations. To the extent reasonable and feasible, CONTRACTOR shall assist the LTA in this regard.

1.1. System Planning and Administration

The LTA shall be responsible for all planning activities, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration.

1.2. Liaison with Local Jurisdictions, Citizens Groups

The LTA shall be responsible for coordinating project activities with local and regional governmental jurisdictions, agencies, and citizens' groups.

1.3. Notification - Potential Interference with Transit System Operations

The LTA shall make a reasonable effort to notify CONTRACTOR in advance of any road closures, detours, parades or other such events within the jurisdiction of local agencies that may interfere with the ST operations or require deviations from established routes or schedules. CONTRACTOR and the LTA shall mutually agree upon such deviations.

1.4. Advertising and Promotion

The LTA shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the public of ST operations and to promote ridership. CONTRACTOR shall assist and cooperate with marketing and promotional events or activities.

1.5. LTA Vehicles and Equipment; Maintenance and Repair

The LTA shall provide to CONTRACTOR the vehicles and equipment set forth in Paragraph 3.1 of this Exhibit. These vehicles and equipment shall be used only for activity directly related to the ST program covered by this AGREEMENT, unless otherwise authorized, in writing, by the LTA.

The LTA shall maintain and repair the specified vehicles, including attached communications systems, and other specified equipment. CONTRACTOR shall be responsible for daily vehicle servicing as described in Paragraph 3.2 of this Exhibit and for all damage to equipment excluding normal wear and tear. CONTRACTOR shall promptly report all vehicle defects to the LTA's maintenance staff.

In the event the LTA determines driver operating practices cause a pattern of component failure or accelerated wear, the LTA will confer with CONTRACTOR to develop a corrective training program or other corrective action.

1.6. Radio Communications System

The LTA shall provide and maintain a two-way radio communications system, which shall be used by CONTRACTOR solely for communications related to ST operations. The LTA shall

provide and maintain license(s) as required for the radio system. CONTRACTOR shall comply with all applicable federal statutes and regulations in connection with radio system use.

1.7. ST Operations Headquarters

ST Operations Headquarters is provided and maintained by CONTRACTOR at 300 West Street in Hollister, California, 95023. The LTA shall provide parking for ST operators and ST dedicated vehicles at an operations headquarters facility located at 3240 Southside Road, Hollister, California, 95023.

CONTRACTOR may propose an alternative site for employee parking and ST dedicated vehicle parking, subject to LTA's prior approval"

1.8. Operating Policies and Procedures

The LTA shall establish all operating policies and procedures for the operation of ST services.

2. DUTIES AND RESPONSIBILITIES OF THE SPECIALIZED TRANSPORTATION CONTRACTOR

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of ST. The omission of a duty or responsibility from the following shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating specialized transportation services of a kind and character such as ST services.

2.1. General ST Operations

CONTRACTOR shall provide the necessary management, technical and operating services for the operation of the ST services as specified by the LTA. CONTRACTOR shall assist and cooperate with the LTA in meeting the objectives of providing quality transportation services. CONTRACTOR shall perform close liaison activities, coordination and cooperation with the LTA on matters related to operations, monitoring, reporting and service performance measurements. CONTRACTOR shall furnish all equipment and services required in the operation and management of ST services unless specifically identified to be contributed by the LTA.

2.2. Out-of-County Non-Emergency Medical Transportation Services (OOCMT)

OOCMT services will be provided as "door-through-door services" for individuals that meet the following criteria:

- Live in San Benito County
- Who require medical services not provided in San Benito County
- Who have no other transportation available

CONTRACTOR shall schedule trips for OCCMT service at least one week in advance and accept subscription service reservations. If OOCMT clients request escort service to the registration lobby, ST Operators may be expected to provide basic English-Spanish translation. However, such services are limited to only the registration area.

2.3. Senior Lunch Transportation Program (SLTP)

SLTP services shall be provided as "door-through-door services" for individuals that meet the following criteria:

- Live within the designated areas
- Who are at least 60 years of age

CONTRACTOR shall accept telephone requests made 24 hours in advance and up to 14 days in advance. CONTRACTOR shall accept subscription service reservations. However, the level of subscription service provided shall not exceed fifty percent (50%) of the total number of trips available during a service day.

2.4. Medical Shopping Assistance Program (MSAP)

MSAP services shall be provided as "door-through-door services" for individuals that meet the following criteria:

- Live in San Benito County
- Who are at least 60 years of age or disabled
- Who require escort services

CONTRACTOR shall accept telephone requests made 48 hours in advance and up to 14 days in advance. CONTRACTOR shall accept "subscription service" reservations (i.e. provision of repetitive trips over an extended period of time without requiring that individuals call to request reservations for each trip). However, the level of subscription service provided shall not exceed fifty percent (50%) of the total number of trips available during a service day.

CONTRACTOR shall be responsible for developing a certification process with the LTA. Once the certification process is developed, CONTRACTOR shall conduct the disability certification process for the MSAP service.

2.5. Fuel

CONTRACTOR shall be responsible for all fuel directly related to the operation of ST services. CONTRACTOR shall record all fueling activities by fuel type and submit a summary of such activities on the monthly report.

2.6. Service Standards

CONTRACTOR shall strive at all times to provide service in a manner that will maximize productivity and at the same time emphasize quality customer service. Recognizing that the goals of productivity and service quality may conflict at times, the following standards are intended to be reasonably attainable by CONTRACTOR, fair to the customer and consistent with the LTA's expectations.

2.6.1. ST Base Performance Standards

CONTRACTOR shall comply with the minimum performance standards described below:

- 2.6.1.1. Safety – Accidents: CONTRACTOR shall perform operator training and safety so as not to exceed more than 2.4 accidents per 100,000 vehicle miles. Accidents include vehicle collisions that occur on CONTRACTOR's

property. An accident is defined as any contact between the bus and another object except the road.

- 2.6.1.2. Customer Service – Complaints: CONTRACTOR shall perform operations and customer service so as not to exceed 15 valid complaints per 100,000 boardings. Complaints exclude service requests, compliments, and information requests.
- 2.6.1.3. Operations – On Time Performance: CONTRACTOR shall perform operations so as to maintain a minimum standard of "on-time bus trips" of over ninety percent (90%) on a monthly basis. CONTRACTOR will devise a statistically significant method to measure on-time performance. LTA will review the method and if deemed appropriate, approve it. CONTRACTOR shall submit the On-time Performance reports for each of the services on a monthly basis with the monthly operations report.
- 2.6.1.4. Operations – Passengers per Hour: CONTRACTOR shall perform operations so as to ensure a minimum monthly average of 2.50 passengers per vehicle revenue hour ST service-wide.
- 2.6.1.5. Operations – On-Board Service Evaluations: CONTRACTOR shall, in cooperation with the LTA, develop a comprehensive service evaluation program to be implemented based on a statistically sound method and implemented by both parties. CONTRACTOR must achieve scores of not less than 80 in order to meet the minimum performance standard.
- 2.6.1.6. Operations – Service Hours: In no event shall the total monthly vehicle revenue hours billed to the LTA for ST services exceed 640 hours. Of the 640 hours, a minimum of 380 hours shall be dedicated to OOCMT operations, a minimum of 120 hours shall be dedicated to SLTP services, and a minimum 100 hours shall be dedicated to MSAP services.
- 2.6.1.7. In no event will the total monthly vehicle revenue hours billed to the LTA for ST services exceed 640 without the LTA's prior written authorization.
- 2.6.1.8. Maintenance – Fleet Inspections: CONTRACTOR is responsible for reporting vehicle condition to the LTA maintenance staff. Subsequently, CONTRACTOR bears a responsibility to report vehicle defects and assure compliance in pre-trip inspections and care of assigned vehicles. Fleet inspections will be conducted monthly by the LTA. The LTA will inspect two buses per month to be selected randomly among buses that have recently gone through a Preventive Maintenance Inspection. The LTA will select the buses to be inspected. The LTA will assess the condition of each bus based on the following categories: Unreported Defects, Safety, and Cosmetic. The inspection results will be compiled in such a way as to arrive at a numerical score. CONTRACTOR must achieve scores of not less than 80 in order to meet the minimum performance standard.

- 2.6.1.9. Customer Service - Complaint Follow-Up: CONTRACTOR shall ensure all complaints are resolved in a timely manner and to the customer's satisfaction (subject to reasonableness). To measure this performance standard, a random selection of complainants will be contacted at a minimum of every other month and asked to answer several quantitatively based questions designed to measure CONTRACTOR's administration of the complaint resolution process. The survey design will be subject to agreement between the LTA and CONTRACTOR. CONTRACTOR must achieve scores of not less than 80 in order to meet the minimum performance standard. CONTRACTOR is encouraged to make every effort to ensure legitimate complaint generated issues are incorporated into a training format (for example, classes, memos, meetings) that will allow the organization to learn from mistakes and to reinforce positive standards of conduct and operations.

CONTRACTOR and the LTA shall periodically meet to evaluate performance of the system based upon these standards. If a standard is not fulfilling the intended purpose, it shall be adjusted based upon recommendations made by CONTRACTOR with concurrence and final decision by the LTA. Should the LTA determine that CONTRACTOR's performance has contributed to CONTRACTOR's failure to achieve these standards, CONTRACTOR shall take all reasonable actions requested by the LTA to correct deficiencies in performance. Should deficiencies persist, the LTA may take whatever additional action is necessitated by the circumstances and provided for in this AGREEMENT of which this Scope of Work is a part.

2.6.2. Out-of-County Non-Emergency Medical Transportation Standards:

- 2.6.2.1. Productivity Standard: Passengers per Vehicle Revenue Hour: 1.2 or greater.
- 2.6.2.2. Reservation Reliability: Ninety-five percent (95%) of reservation trips will be completed within plus or minus 15 minutes from the recorded reservation time.
- 2.6.2.3. Service Refusals: No more than one service request will be refused per service day due to inability to respond at the requested reservation time. There will be no pattern of service refusals with respect to reservation requests.
- 2.6.2.4. No-Show Ratio: On average, less than 3 percent of scheduled trips will be no-shows.

2.6.3. Senior Lunch Transportation Program Standards:

- 2.6.3.1. Productivity Standard: Passengers per Vehicle Revenue Hour: 5.50 or greater.

- 2.6.3.2. Ride Time (the elapsed time between passenger pickup and drop off): 100 percent of passengers dropped off within 120 minutes.
- 2.6.3.3. Reservation Reliability: Ninety-five percent (95%) of reservation trips will be completed within plus or minus 15 minutes from the recorded reservation time.
- 2.6.3.4. Service Refusals: No more than three service request will be refused per service day due to inability to respond at the requested reservation time. There will be no pattern of service refusals with respect to reservation requests.
- 2.6.3.5. No-Show Ratio: On average, less than 3 percent of scheduled trips will be no-shows.

2.6.4. Medical Shopping Assistance Program Standards:

- 2.6.4.1. Productivity Standard: Passengers per Vehicle Revenue Hour: 1.0 or greater.
- 2.6.4.2. Demand-Response Wait Time (elapsed time between a "real time" demand response service request and passenger pickup):
 - a. 50 percent of passengers will be picked up within 15 minutes; and
 - b. 100 percent of passengers will be picked up within 30 minutes.
- 2.6.4.3. Ride Time (the elapsed time between passenger pickup and drop off):
 - a. 90 percent of passengers dropped off within 30 minutes; and
 - b. 100 percent of passengers dropped off within 60 minutes.
- 2.6.4.4. Reservation Reliability: Ninety-five percent (95%) of reservation trips will be completed within plus or minus 15 minutes from the recorded reservation time.
- 2.6.4.5. Service Refusals: No more than one service request will be refused per service day due to inability to respond at the requested reservation time. There will be no pattern of service refusals with respect to reservation requests.
- 2.6.4.6. No-Show Ratio: On average, less than 3 percent of scheduled trips will be no-shows.

2.7. Equal Employment Opportunity

During the performance of the contract, CONTRACTOR agrees to the following:

- a. CONTRACTOR shall comply with all the requirements, where applicable, of the California Fair Employment Practices Commission and provisions of, when applicable, all Federal, State of California, and San Benito County laws and ordinances related to employment practices.
- b. CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of CONTRACTOR. CONTRACTOR agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- c. CONTRACTOR, in all solicitations or advertisements for employees, placed by, or on behalf of CONTRACTOR, shall state that CONTRACTOR is an equal opportunity employer.

2.8. Operations Personnel

CONTRACTOR shall provide all management, supervision, training, drivers, dispatchers, clerks, service workers, telephone information operators, and such other personnel necessary to responsibly operate ST services.

For purposes of this AGREEMENT, the terms "employee(s)" and "personnel" shall include individuals employed by subcontractors that perform any of ST vehicle operations or related functions.

2.9. Operations Management

CONTRACTOR shall provide operations management at a level and capability sufficient to oversee its functions and employees.

CONTRACTOR shall designate and provide the services of a Project Manager, subject to the approval of the LTA, who shall provide overall management and supervision of the ST service under the terms of this AGREEMENT. The Project Manager must have a minimum of five years of experience in demand response transportation operations including at least three years' supervisory experience. A bachelor's degree in a related field from an accredited four-year college may substitute for two years of transportation experience and one year of supervisory experience.

The Project Manager shall work cooperatively with the LTA in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from the LTA, passengers, and the general public; and responding to specific requests for other assistance as the need arises. The Project Manager shall be on duty at the ST operations headquarters.

The Project Manager designated for this project will not be replaced without the prior written consent of the LTA. Should the services of the Project Manager become no longer available to CONTRACTOR, the resumé and qualifications of not less than three (3) qualified candidates shall be submitted to the LTA for approval as soon as possible, but in no event later than thirty (30) calendar days prior to the departure of the incumbent Project Manager. The LTA may require an interview of the proposed candidate(s) before an acceptance or rejection decision is made.

At all times, the Project Manager or other employee pre-designated and identified to the LTA to act for the Project Manager, shall be available either by phone or in person to make decisions regarding day-to-day ST operations, including emergency situations, or to provide coordination as necessary, and shall be authorized to act on behalf of CONTRACTOR regarding all matters pertaining to this Scope of Work.

2.10. Employee Selection and Supervision

CONTRACTOR shall be responsible for the employment and supervision of all employees necessary to perform ST operations. CONTRACTOR's responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination.

CONTRACTOR shall use appropriate screening and selection criteria in order to employ operations personnel. CONTRACTOR shall perform employment, DMV and criminal background checks, pre-employment drug screens and physicals of all employees associated with this AGREEMENT and shall undertake the steps necessary to assure all such employees perform their duties in a safe, legal, courteous, and professional manner at all times.

CONTRACTOR shall make all reasonable efforts to ensure that employees having contact with the public in the course of the performance of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude during the time of his/her employment shall not be permitted to continue to hold a position of employment involving contact with the general public.

CONTRACTOR shall develop, implement and maintain an employee alcohol and substance abuse testing program, subject to LTA approval, for all employees in safety-sensitive positions including personnel engaged in the operation, servicing and control of ST vehicles and equipment. Said program will comply with all applicable requirements as established by the FTA or by other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991, as it may be amended from time-to-time.

CONTRACTOR shall at all times comply, and shall require subcontractors to comply, with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

CONTRACTOR will fully cooperate with the LTA in meeting the legal requirements of the labor protective provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended (49 U.S.C. 1609) and the Section 13(c) Agreements and side letters currently in

force and certified by the United States Department of Labor. Changes, including changes in service and any other changes which may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 13(c) protections granted to employees. CONTRACTOR shall defend and indemnify the LTA from any and all claims and losses due to the 13(c) consequences of changes not requested by the LTA resulting in Section 13(c) grievances, claims and/or liability.

Nothing in this section shall be construed by either CONTRACTOR or the LTA to be in conflict with the language and intent of Article 4, Independent Contractor, of the AGREEMENT of which this Scope of Work is a part.

2.11. Bilingual (English/Spanish) Personnel

CONTRACTOR shall make every effort to recruit bilingual (English/Spanish) personnel for driver, dispatcher, telephone operator, and supervisory positions. A minimum of fifty percent (50%) of operations personnel shall be bilingual and bilingual personnel shall be available during all ST operating hours to receive telephone calls from the public and to provide translation for ST service personnel and passengers.

2.12. Training of Drivers and Operations Personnel

CONTRACTOR shall develop, implement and maintain a formal training and retraining program that shall be subject to review and approval by the LTA. An outline of the training program, including periodic updates, shall be on file in the offices of the LTA. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

CONTRACTOR shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, disabled passenger assistance techniques, accident/incident procedures, radio procedures, ST operating policies and procedures, employee work rules, vehicle safety inspection, equipment care, fueling and maintenance, customer relations and passenger conduct. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment that they may be expected to use in performing ST services.

All drivers shall be certified as having completed CONTRACTOR's formal training course for new drivers as approved by the LTA, and be licensed with a valid California Class B operator's license with appropriate endorsements or certification(s) and medical card. Drivers of transit buses shall possess a Transit Bus Certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code. Drivers of paratransit vehicles shall possess a California General Public Paratransit Vehicle certificate. Drivers shall meet all applicable requirements as established by the California Highway Patrol.

CONTRACTOR shall prepare and furnish to the LTA for approval and to all drivers, dispatchers, telephone operators, and supervisors a Driver's Manual. Contents of the Driver's Manual shall include the following subject areas: fundamentals of customer service; driver's

rules; accident/incident policies; radio policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedure and pertinent sample forms.

Dispatchers, telephone operators, supervisors and any other personnel who may from time-to-time be assigned to telephone information or reservation lines shall be trained in customer service, customer relations skills, telephone manners, accident/incident procedures, fares, bus and demand response schedules and services, information referrals, ADA regulations regarding trip reservations, San Benito County Express reservation procedures, and operating policies. Operations control personnel assigned to San Benito County Express scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

CONTRACTOR shall implement within ninety (90) days after the start of the contract term a Spanish-language keyword/key-phrase training and proficiency testing program to assist all operating personnel to learn simple phrases to assist them in communicating fares and directions to Spanish-speaking transit riders.

2.13. ST Driver's Responsibilities

ST Drivers will, when requested by the LTA, distribute notices to passengers or otherwise render assistance with the ST customer relations, promotion, marketing, monitoring and supervisory functions. ST Drivers will collect appropriate fares and donations, as determined by the LTA. ST Drivers will verify cash and token fares deposited in the farebox, but will not carry revenue. ST Drivers will record ridership counts by passenger category and boarding location in accordance with procedures approved by the LTA.

ST Drivers shall have available at all times during operation of any bus an accurate time piece with active second hand (or digital equivalent), set each day to conform to local telephone system time.

2.14. ST Uniforms

ST drivers shall be in uniform at all times while in service or otherwise on duty. At all times ST drivers shall wear a badge that identifies the driver with name, employee number, or both. CONTRACTOR shall provide driver's uniforms to its employees. The design, type and logo of the uniforms shall be subject to the LTA's advance approval. ST Drivers shall be required to maintain a neat and clean appearance at all times while on duty.

2.15. Safety Program

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers and operations personnel, and the LTA's vehicles and equipment, are maintained at the highest possible level throughout the term of this AGREEMENT. CONTRACTOR shall comply with all applicable California Highway Patrol and OSHA requirements, and shall furnish the LTA with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports, including pull notices.

CONTRACTOR shall develop, implement and maintain, in full compliance with California Law, a formal safety and accident prevention program including periodic safety meetings,

participation in safety organizations, safety incentives offered by CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of CONTRACTOR's insurance carrier or other organization. CONTRACTOR shall provide a copy of said Safety Program and subsequent program updates to the LTA.

CONTRACTOR shall participate in the State of California Department of Motor Vehicles "Driver Pull Notice Program" for appropriate monitoring of employee driver license activity. CONTRACTOR will require all drivers, control room personnel, and supervisors to participate in the safety program.

2.16. Accident, Incident, and Complaint Procedures

CONTRACTOR shall develop, implement and maintain formal procedures, subject to LTA review and approval, to respond to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in service vehicle failures, lift failures of buses in service, fixed-route buses operating more than ten minutes behind schedule, and demand response vehicles operating more than thirty minutes behind schedule based on reservation times.

CONTRACTOR shall be required to provide specific information to the LTA on all out-of-ordinary incidents arising during the service. Such incidents shall include, but not be limited to, onboard incidents, vehicular accidents, and disputes with or among passengers. CONTRACTOR shall notify the LTA immediately after becoming aware of the incidents. Notification shall address the incident, how it was handled and resolved. Unless otherwise requested, written documentation of such notification shall be submitted on a monthly basis. Operators are required to notify Dispatch of any illegal actions on the bus immediately. Dispatch must immediately notify the Police Department of the jurisdiction in which the incident or accident took place.

All traffic accidents involving the LTA vehicles, irrespective of injury, shall be reported to the Highway Patrol, local police or sheriff, as appropriate, and then to the LTA. CONTRACTOR will request that the law enforcement agency respond to investigate the accident. CONTRACTOR will supply the LTA with copies of all accident and incident reports.

The LTA shall be notified in writing by CONTRACTOR of all accidents and incidents resulting in loss or damage to ST property as soon as possible, but in all cases within 24 hours. In cases involving injury, CONTRACTOR shall notify the LTA immediately after the incident occurs.

2.17. Vehicle Control and Scheduling

CONTRACTOR shall implement and maintain an effective vehicle control system to maintain radio or telephone contact with all vehicles in service so as to provide supervision and guidance to vehicle operators, and respond to mechanical breakdowns, accidents and incidents in a timely and responsible manner consistent with industry practice.

CONTRACTOR shall utilize a systematic method to schedule and transport ST passengers. The scheduling method shall integrate all demand for service into efficient vehicle tours that maximize productivity and assure service quality at levels prescribed in this Scope of Work.

2.18. Operations Headquarters

CONTRACTOR shall be responsible for acquiring an operations headquarters that shall provide office space for the Project Manager and Dispatch staff. The office space shall be ADA accessible and be located within the City of Hollister. The office space shall be located near a CE Fixed Route.

CONTRACTOR shall provide and maintain operations and control room furnishings and equipment required to provide ST services. CONTRACTOR shall provide and maintain computers, telephones, phone lines, maps, information boards, official time clock, desks, tables, chairs, and other office equipment as may be appropriate.

CONTRACTOR shall be responsible for providing janitorial services for CONTRACTOR occupied areas. These services will be performed at a minimum of twice a week. CONTRACTOR shall also be responsible for providing cleaning and maintenance supplies for janitorial services.

2.19. Telephone Reservation and Information System

CONTRACTOR shall utilize ST telephone lines solely to respond to incoming calls from ST patrons for the purposes of requesting service information and demand response service or reservations. These phone lines shall be exclusively dedicated to the ST reservation and information system. CONTRACTOR shall advise the LTA if call volume appears to exceed phone line capacity to respond to incoming calls with a minimum of busy signals. CONTRACTOR shall coordinate with the LTA annually or more frequently, if necessary, to monitor and evaluate call volume and the need for additional phone lines.

CONTRACTOR shall install and maintain at CONTRACTOR's expense, separate telephone line(s) for business office, facsimile, internet or other calls. CONTRACTOR shall make special efforts to respond to telephone service and information requests from hearing-impaired ST patrons. CONTRACTOR may provide TDD equipment for communications with hearing-impaired patrons, or use the California Relay Service.

2.20. Fares and Fare Collection

All fares of any kind or character to be paid by ST patrons shall be established by the LTA. CONTRACTOR shall assure each patron pays the appropriate fare prior to being provided transportation service. All cash fares will be paid by patrons in the exact amount due for their appropriate fare classification. Fares shall be deposited by patrons into the fareboxes provided by the LTA in each vehicle. CONTRACTOR will collect or otherwise process, in the manner directed by the LTA, all non-cash fares (vouchers, transfers, passes and the like). All fares collected are the sole property of the LTA.

CONTRACTOR shall count and keep fares under appropriate security, and shall reconcile fare revenues to passenger activity. All fare accounting shall be in accordance with procedures to be proposed by CONTRACTOR and subject to LTA approval. At least three times a week, or more frequently, CONTRACTOR shall deposit fare revenue at a banking institution as directed by the LTA. Reports on the revenues collected and deposited shall be provided to the LTA on a weekly basis. The LTA reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to CONTRACTOR.

In the event a farebox requires repair or replacement, CONTRACTOR will immediately have the LTA repair and/or exchange the broken farebox to ensure that regular service is not interrupted. Any transfer of revenue will be done in a secure fashion in accordance with CONTRACTOR's policies and procedures. All incidents of farebox malfunction shall be reported to the LTA within 24 hours.

2.21. Books, Record, Reports, and Inspection

CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for the LTA under this AGREEMENT on file for at least three (3) years following the date of final payment to CONTRACTOR by the LTA. Original documents or certified copies shall be maintained locally at a place that shall be subject to the LTA's approval. Any duly authorized representative(s) of the LTA shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during CONTRACTOR's usual and customary business hours. Further, any duly authorized representative(s) of the LTA shall be permitted to observe and inspect any or all of CONTRACTOR's facilities and activities during CONTRACTOR's usual and customary business hours for the purposes of evaluating and judging the nature and extent of CONTRACTOR's compliance with the provisions of this AGREEMENT. In such instances, the LTA's representative(s) shall not interfere with or disrupt such activities.

CONTRACTOR shall collect, record, and report to the LTA on a monthly basis all accounting data for the ST operation in accordance with Section 99243 of the California Public Utilities Code, as is now in force or may hereafter be amended. All worksheets and detail information used to prepare these reports shall be available upon request.

CONTRACTOR shall collect, record, and report all operational data required by the LTA in a format approved by the LTA. Such data shall include, but not be limited to, data required under Section 99247 of the California Public Utilities Code, as is now in force or may hereafter be amended, passenger count data by fare and demographic category, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boardings, missed trips, accidents and incidents, complaints and compliments, demand service requests refused, and passenger no-shows.

Information concerning vehicle activity shall be collected daily on the demand response driver's log, route driver's report, dispatch log, and/or other forms as developed by CONTRACTOR and approved by the LTA, and shall be summarized daily on the Daily Operations Summary. Daily vehicle activity data shall include by individual vehicle the number of passengers, wheelchair boardings, pick-up and drop-off times for demand response, mileage, and revenue. Dispatch records must show times for receipt of service requests, pick up assignment made, actual pick up, variance between promised and actual pick up times, actual drop off time, and total time between pick up and drop off.

The Daily Operations Summary shall be compiled into weekly, monthly, quarterly and annual reports; and shall provide data according to the individual routes, modes and total system. Individual totals shall be provided for peak hour services, weekdays, and, if needed, evenings, Saturdays and Sundays.

In addition to statistical data, Monthly Reports shall summarize the employee safety program and training activities, employee turnover, and other information as may be requested from time to time.

Project Manager shall compile and submit monthly reports, which shall be submitted to the LTA no later than the tenth (10) calendar day of the following month, comprised of the following:

- Transmittal Letter
- Ridership
- Revenue Service Hours
- Revenue Service Miles
- Fares Collected
- Number of Service Days
- Lift-Assisted Trips
- Turn Downs
- No Shows
- Cancellations
- Employee Hours
- Monthly Fuel Usage
- Summary of Ride Checks
- Summary of Accidents
- Summary of Incidents
- Summary of Demand Response Wait Time
- Summary of Ride Time
- Summary of Road Calls

2.22. System Promotion

CONTRACTOR shall not be responsible to undertake or fund any advertising or promotional activities on behalf of the LTA. CONTRACTOR shall, however, cooperate with the LTA in any such activities initiated by the LTA by making available needed equipment and personnel at no cost or expense to the LTA. CONTRACTOR also shall dispense the LTA information publications, respond to patron requests for information, act as a liaison and provider of system promotion information with and to community agencies and groups, and do all other things requested by the LTA to assist and support the LTA's advertising and public information efforts. CONTRACTOR is required to ensure that sufficient quantities of passenger information materials are maintained, and appropriately organized and displayed on each revenue vehicle at all times.

2.23. System Recommendations

CONTRACTOR shall continually monitor ST operations, facilities and equipment and shall, from time-to-time and as warranted, advise the LTA and make recommendations to it upon observed deficiencies and needed improvements. The LTA shall retain all authority, however, to make determinations and to take action on such recommendations.

2.24. Route Planning and Schedule Coordination

CONTRACTOR will provide the LTA with information to contribute to short and long range planning and will collect data and perform miscellaneous surveys to be used in assimilating

information needed to successfully monitor the service and clients and to respond to any and all reporting requirements. CONTRACTOR will assist transit planning staff at the LTA in service planning. Contributions may include mileage, vehicle, and any other resource requirements needed to implement new or modified service. This information may be used in budget preparation, planning, and in making transit presentations to the LTA, city, county, state, and federal agencies.

2.25. Holiday Service

Service will not be provided on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, or Christmas Day, unless otherwise directed by the LTA to CONTRACTOR in writing at least 30 days prior to the required day of service.

2.26. Service Interruption

In the event of a service interruption of any kind, CONTRACTOR shall ensure that appropriate action is taken to mitigate the situation. In general, it is at CONTRACTOR's discretion how to mitigate such events.

CONTRACTOR shall provide a contingency plan in the event of a work stoppage by employees and/or in the event of lack of operators, supervisors, or maintenance personnel, in order to maintain and provide on-time bus service and acceptable performance standards to the LTA. This plan is due to the LTA no later than ninety days from the execution of this contract request.

CONTRACTOR will inform the LTA regarding any route problems, delays, detours, or vehicle breakdowns. Incidents/accidents that cause a major service interruption, severe injuries, or media attention must be reported to the LTA immediately. All service interruptions or detours as well when normal routing or service is resumed must be reported to the LTA.

3. CONTRACTOR DUTIES AND RESPONSIBILITIES ON LTA-OWNED VEHICLES

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with use of the LTA vehicles and equipment.

3.1. LTA Vehicles and Equipment

By execution of this AGREEMENT for management and operations services, CONTRACTOR shall acknowledge receipt of the vehicles and equipment listed in this section, and that each and every item has been received in good working condition. In the event the LTA provides the CONTRACTOR with additional buses and/or equipment at future times, this section shall be amended in the manner provided for amendments to the contract and the CONTRACTOR shall acknowledge receipt of such additional items upon their delivery to the CONTRACTOR. Upon termination of the contract, the CONTRACTOR shall return all the LTA-owned equipment absent any damage, less reasonable wear and tear.

All LTA provided vehicles and equipment shall be used by the CONTRACTOR to perform the services in EXHIBIT A to this AGREEMENT. Use of LTA vehicles and equipment that is not directly related to passenger pickups and emergency road-calls is strictly prohibited.

CONTRACTOR shall comply with all applicable federal statutes and regulations in connection with radio system use.

SPECIALIZED TRANSPORTATION VEHICLES

Last 5 VIN	Year / Make	Capacity	Fuel Type
95097	2003 Chevrolet Venture	5A/1WC	Gasoline
01408	2008 Ford Starcraft	12A/2WC	Gasoline
38515	2008 Chevrolet Uplander	5A/1WC	Gasoline
53004	2004 Ford Braun Transporter	6A/1WC	Diesel
84647	2008 Glaval	16A/2WC	Gasoline

SPECIALIZED TRANSPORTATION RADIO SYSTEM

Quantity	Description
One (1)	Motorola Radius M1225

3.2. Daily Vehicle Inspection and Servicing

CONTRACTOR shall perform daily vehicle servicing on all LTA vehicles used in revenue service. Daily vehicle servicing will include, but not be limited to, fueling; checking and, if necessary, adding engine oil and/or coolant; farebox vault pulling and replacement; wheelchair lift check; brake check; light and flasher check; interior sweeping and dusting; graffiti removal, exterior and interior visual inspection; and driver's report of vehicle safety, reliability, or performance defects, including climate control mechanisms. CONTRACTOR shall develop, implement and maintain a written checklist, which shall be subject to the LTA's approval, of items included in the daily servicing of each vehicle. The checklist will be utilized and kept on file for the LTA's and California Highway Patrol's review. This checklist requirement may incorporate or supplement CHP required driver's pre-trip safety inspections.

In addition to the checklist, CONTRACTOR shall complete and submit a work order to the LTA's maintenance staff describing vehicle defects requiring fleet maintenance inspection or repair. CONTRACTOR must report directly to the LTA to ensure that defects noted in driver vehicle inspections are being repaired and not deferred for an unreasonable length of time. Preventative maintenance and vehicle repairs are performed by the LTA mechanics. CONTRACTOR is responsible for reported vehicle conditions requiring repairs to the LTA mechanics in compliance with required General Maintenance Standards.

3.3. Vehicle Cleaning

CONTRACTOR shall maintain LTA vehicles in a clean and neat condition at all times. A bus cleaning and washing log shall be maintained and furnished to the LTA on a monthly basis. The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least twice per week (or more often to maintain a clean, sanitary interior), including all windows, seats, floor, stanchions and grab rails. All foreign matter such as gum, grease, dirt and graffiti shall be removed from interior surfaces

during the interior cleaning process. Any damage to seat upholstery shall be immediately repaired or reported to the LTA maintenance staff upon discovery.

Exteriors of all LTA vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week. Exterior washing shall include bus body, all windows and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance. Graffiti shall be removed as soon as is practical after it is detected, and in no case shall a vehicle be returned to service prior to the graffiti being removed. Buses shall be kept free of vermin and insects at all times. CONTRACTOR shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

CONTRACTOR shall promptly report all vehicle defects to LTA's maintenance staff upon discovery.

3.4. Vehicle and Equipment Repair Due to Collision, Vandalism, or Abuse

CONTRACTOR shall be responsible for the cost of all repairs to the LTA vehicles and equipment to correct loss or damage due to collision, vandalism, theft, or abuse. The cost of repairs shall include all parts, labor, vehicle transportation or towing, and other costs associated with completing necessary repairs.

All repairs to LTA vehicles shall be performed by the LTA fleet maintenance staff or by other vendors and suppliers designated by the LTA, except that CONTRACTOR may make minor cosmetic repairs in a workman-like manner which would normally be performed during cleaning and detailing of a vehicle.

CONTRACTOR shall promptly report vehicle damage to the LTA fleet maintenance staff. Should the LTA determine unreported vehicle or equipment damage is the responsibility of CONTRACTOR, it shall notify the Project Manager or other designated on-site CONTRACTOR representative. As soon as is practicable, but in all cases within 24 hours after notification, CONTRACTOR representative shall review the damage. The LTA shall then complete the work, document the repair or replacement on a work order, and CONTRACTOR shall be responsible for the cost of repairs in accordance with the provisions of the AGREEMENT of which Part III, Section E is part.

3.5. Roadcalls

The LTA fleet maintenance staff will respond to roadcalls to assist with disabled vehicles upon request by CONTRACTOR. CONTRACTOR shall adhere to the following procedures in making roadcalls:

- a. The Driver notifies the Dispatch Office of the location and problem(s) with the vehicle. The driver shall make every attempt to park the vehicle in a safe location that does not block pedestrian or vehicle traffic.
- b. Dispatch notifies the LTA maintenance staff and forwards the information. A backup vehicle should be dispatched to continue the affected route service.

- c. The LTA maintenance staff will go on-site to assess the situation. Maintenance will determine if the vehicle can be repaired on-site or if it should be towed into the yard. Under no circumstances should a vehicle be left unattended.
- d. In the event LTA maintenance staff is unavailable when first contacted, the dispatcher shall repeat attempts to contact staff up to 90 minutes prior to the scheduled closing of the dispatch office.
- e. If LTA maintenance staff is still unavailable 90 minutes prior to the close of dispatch, the dispatcher on duty shall request towing service to return the vehicle to the LTA's maintenance facility at 3240 Southside Road, Hollister, California 95023. The dispatcher shall also notify the LTA of this course of action.

A vehicle shall not be left unattended overnight unless specific authorization is given by the LTA staff. In the event that a vehicle will be left unattended, dispatch is responsible for notifying law enforcement in the area the vehicle will be left. The driver is responsible for ensuring the vehicle is secured and all valuables have been removed.

After-Hours Roadcalls: When a situation occurs outside of standard Maintenance and Administration work hours (Monday through Friday, 7:30 a.m. to 5:00 p.m.), the Dispatcher is authorized to contact LTA staff at home if necessary. Maintenance staff has a cell phone, which should be the first method attempted for contact. If no response is gained, Dispatch may call the home telephone number. The dispatcher may also contact LTA's Transit Manager and seek direction in this situation.

If the roadcall is determined by the LTA to be caused by collision, vandalism, abuse, or CONTRACTOR employee error, then the cost of the roadcall shall be deducted from payment to CONTRACTOR in accordance with the provisions of the contract.

3.6. Vehicle Delivery and Towing

CONTRACTOR shall provide the delivery of vehicles to the LTA-designated suppliers for repair and servicing as requested by the LTA maintenance staff. CONTRACTOR shall deliver vehicles as quickly as practicable, but, in any case, within five (5) working days following any LTA request. Except when delivery is required to repair damage as described in EXHIBIT A of this AGREEMENT, CONTRACTOR shall be entitled to reimbursement for vehicle delivery services at the rate specified in the contract.

The LTA maintenance staff shall authorize all towing of LTA vehicles, except that towing may be performed by the most expedient source at the direction of law enforcement or when otherwise necessary to eliminate a potential hazard.

3.7. Vehicle Fueling

CONTRACTOR and all of its employees shall adhere to any and all accounting, administrative and operating procedures required by the LTA in connection with all fueling operations. CONTRACTOR shall record all fueling activities by fuel type and submit a summary of such activities on the monthly report.

EXHIBIT B – COMPENSATION FOR SERVICES; PAYMENT SCHEDULE

LTA agrees to pay CONTRACTOR for the performance of services set forth in this AGREEMENT as follows:

1. PAYMENT

1.1. Price Formula

For services rendered as set forth in EXHIBIT A to this AGREEMENT, payment shall be based on the firm fixed hourly rate per vehicle revenue service hour for the following periods:

Contract Year	Length of Period	Hourly Rate per Vehicle Revenue Hour	monthly
1	Jan. 1, 2011 – Dec. 31, 2011	\$ 26.25	6040
2	Jan. 1, 2012 – Dec. 31, 2012	\$ 27.04	16,820.00
3	Jan. 1, 2013 – Dec. 31, 2013	\$ 27.85	17,305.60
4	Jan. 1, 2014 – Dec. 31, 2014	\$ 28.69	17,824.00
5	Jan. 1, 2015 – Dec. 31, 2015	\$ 29.55	18,361.60

1.2. Vehicle Revenue Service Hour

Vehicle revenue service hours will be calculated based on the actual time that each revenue vehicle is in service and available to passengers.

1.2.1. OOCMT, SLTP, and MSAP vehicle revenue service hours are definite as the time from when a vehicle picks up its first passenger of the day or scheduled service period through the time the vehicle drops off its last passenger of the day or scheduled service period.

1.2.2. For all modes of operations, vehicle revenue service hours shall specifically exclude time for travel to and from storage facilities, downtime for roadcalls, road tests, fueling, vehicle inspections, driver training and driver rest or meal breaks. Fixed Hourly Rate costs elements are detailed in EXHIBIT E to this AGREEMENT and are incorporated herein by reference.

1.3. Vehicle Delivery Expense Reimbursements

LTA shall reimburse CONTRACTOR for actual labor expenses, at the rate contained in Paragraph 1.1 of this Exhibit, incurred to deliver vehicles to LTA-designated suppliers for repair and servicing, as requested by LTA maintenance staff. No reimbursement shall be paid if vehicle delivery is necessary to correct loss or damage that is determined by LTA to be due to collision, vandalism, theft, or abuse.

1.4. Invoice; Payment

CONTRACTOR shall submit to LTA on or before the 1st day of July, an invoice to advance payment for the months of July and August. For July and August ST operations, CONTRACTOR shall submit the information provided hereafter noting that payment was made in July. On or before the 10th day of each month, CONTRACTOR shall submit an invoice to the LTA, Attention: Transportation Planner. Said invoice shall itemize CONTRACTOR'S full and complete performance hereunder for the previous monthly period. Invoices shall be in such form and shall incorporate such supporting documentation as the LTA

may from time to time require. At a minimum, CONTRACTOR shall provide the following itemization for each invoice submitted:

- a. Vehicle Revenue Hour Charges shall be directly traceable by LTA to ST as identified in Exhibit A to this AGREEMENT, or revisions thereto, and operator trip sheets.
- b. Other Charges for which prior written authorization has been provided by LTA, but not covered in the Fixed Monthly Rate or Fixed Vehicle Revenue Hour, shall be billed monthly with charges directly traceable to receipts, bills, etc., copies of which shall be attached to the invoice.

All payments by LTA shall be made in arrears after the service has been provided. LTA shall pay all reasonable and allowable items in CONTRACTOR'S invoice within 30 days following receipt of such invoice. If LTA disputes any item on an invoice for a reasonable cause, LTA may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONTRACTOR within thirty (30) working days after receipt of invoice by LTA.

1.5. Deduction of Payment: Vehicle and Equipment Damages

CONTRACTOR shall be responsible for the cost of all repairs to LTA vehicles and equipment to correct loss or damage due to collision, vandalism, theft, or abuse. Cost of repairs shall include all parts, labor, vehicle transportation or towing, and other costs associated with completing necessary repairs. When LTA determines that vehicle or equipment loss or damage is the responsibility of CONTRACTOR, LTA shall notify CONTRACTOR as provided under Paragraph 3.4 of EXHIBIT A to this AGREEMENT, and will direct CONTRACTOR to expeditiously effect the repairs. Alternatively, LTA may complete the repairs or have the repairs completed by a third party, and the cost of said repairs shall be deducted from payments due CONTRACTOR.

1.6. Liquidated Damages

CONTRACTOR and LTA acknowledge and agree that LTA may suffer substantial damage in the event CONTRACTOR acts or fails to act in the manner set forth in following items a. through h. of Paragraph 1.6.10. of EXHIBIT B. The amount of the damage is difficult, if not impossible, to ascertain, due to the nature of this AGREEMENT and the nature of such damages. Accordingly, the parties hereto have determined to establish the provision of this Section as LTA's compensation for damages for such acts or failures to act, and not as a penalty, and further agree that such damages are reasonable.

Any liquidated damages assessed and received as described herein shall not constrain LTA from receiving additional recompense where said damages can be proven, nor shall payment of any liquidated damage in itself absolve or find the CONTRACTOR of being in material breach of the contract.

- 1.6.1. Prior to the assessment of any liquidated damages; the CONTRACTOR shall be notified in writing of the violation.

- 1.6.2. CONTRACTOR shall be given an opportunity to respond to LTA staff within five (5) business days of notice.
- 1.6.3. All appeals of this nature shall be submitted in writing. Disputes arising concerning the intended assessment of any liquidated damages, which are not resolved by mutual agreement of the parties authorized representatives, shall be decided by the LTA Executive Director or his/her designee. LTA shall not assess liquidated damages to events beyond the reasonable control of CONTRACTOR.
- 1.6.4. Should it be determined that liquidated damages are to be imposed, the LTA may deduct the amounts owed in U.S. dollars from CONTRACTOR's unpaid invoice(s) for service rendered.
- 1.6.5. Should any entity assess liquidated damages to LTA for actions, inactions, or omissions of the CONTRACTOR or its agents, the liquidated damages assessed to the CONTRACTOR shall be equal to U.S. dollars to that suffered by LTA.
- 1.6.6. Any liquidated damages of sub-standard productivity shall be assessed to the CONTRACTOR on a quarterly basis for the previous quarter.
- 1.6.7. Liquidated damages will not be assessed sooner than three months after the initiation of services under this AGREEMENT.
- 1.6.8. Liquidated damages will be assessed after observation of the incident by LTA, one of its authorized monitors, or after a fully investigated complaint. Where appropriate, determination of liquidated damages shall not be compounded nor shall more than one form of liquidated damages be imposed per incident.
- 1.6.9. The maximum limit of liquidated damages assessed to the CONTRACTOR shall not exceed one thousand dollars (\$1,000) per month.
- 1.6.10. By accepting the terms and conditions of the AGREEMENT, the CONTRACTOR agrees to the following liquidated damages. The liquidated damages shall not be compounded nor shall more than one form of liquidated damages be imposed per incident. LTA may assess liquidated damages as follows for CONTRACTOR'S act(s) or failure(s) to act:
 - a. One Hundred Dollars (\$100) per incident for each day that: a vehicle or vehicles in revenue service are not maintained in a clean condition, in accordance with contract standards.
 - b. Five Hundred Dollars (\$500) per incident for each day, beginning on the sixth day, that CONTRACTOR fails to deliver an operable vehicle for repair and/or servicing following a written request by LTA maintenance staff.

- c. One Thousand Dollars (\$1,000) per incident for each occurrence that:
(1) a wheelchair becomes unfastened from its tie down(s) while being transported, or (2) a wheelchair is not fastened by tie-down(s) while being transported.
- d. Five Hundred Dollars (\$500) per quarter that CONTRACTOR fails to obtain an on-time performance level of ninety percent (90%) or better for ST, based on the standards set forth in Paragraph 2.6.1.3. of EXHIBIT A to this AGREEMENT.
- e. Five Hundred Dollars (\$500) per quarter that CONTRACTOR fails to obtain an on-time performance level of ninety-five percent (95%) or better for Reservation Reliability, based on the standards set forth EXHIBIT A.
- f. Fifty Dollars (\$50) per calendar day that CONTRACTOR fails to submit a monthly report after the specified due date in Paragraph 2.21. of EXHIBIT A to this AGREEMENT.
- g. Fifty Dollars (\$50) per calendar day that CONTRACTOR fails to maintain the transit facilities set forth in Paragraph 3.3. of EXHIBIT A to this AGREEMENT.
- h. One Hundred Dollars (\$100) per vehicle code violation during annual California Highway Patrol Vehicle (CHP) Safety Compliance Inspection.

Liquidated damages will not be assessed sooner than three months after the initiation of services under this AGREEMENT. Liquidated damages will be assessed after observation of the incident by LTA, one of its authorized monitors, or after a fully investigated and validated complaint. LTA will deduct liquidated damages from payment of CONTRACTOR invoice. Where appropriate, determination of liquidated damages shall be based on sampling methods mutually agreed to by LTA and CONTRACTOR.

The determination of whether or not to assess liquidated damages shall be at the sole discretion of the LTA. LTA shall be entitled to take such other legal remedies as may be appropriate for such acts or failures to act, including but not limited to termination of this AGREEMENT.

2. MAXIMUM OBLIGATION

Notwithstanding any provisions of this AGREEMENT to the contrary, LTA and CONTRACTOR mutually agree that LTA'S maximum cumulative obligation is limited to \$1,070,431, including amounts payable to CONTRACTOR for leases, materials, and costs arising from or due to, termination of this AGREEMENT. It is the intent of the parties hereto that said maximum obligation shall be sufficient to compensate CONTRACTOR for services performed for five years, and that said maximum obligation may have to be amended if CONTRACTOR provides services for LTA subsequent to that time period.

In the event that the maximum cumulative obligation provided hereinabove is reached, CONTRACTOR shall have no obligation to perform any additional work under this AGREEMENT and, any work performed or expenditures incurred by CONTRACTOR over and above the cumulative obligation amount specified above shall be the sole risk of CONTRACTOR.

In the event that LTA does not intend to amend this maximum obligation amount, LTA shall so notify CONTRACTOR by written notice at least one month before the maximum obligation amount specified herein is estimated to be reached. For purposes of amending this AGREEMENT to provide for additional funding of the maximum obligation amount specified hereinabove, only the Board of Directors of the LTA shall have authority to obligate LTA.

3. OPERATING REVENUES

All operating revenues collected by CONTRACTOR are the property of LTA. For the purposes of this AGREEMENT, operating revenues shall include but not necessarily be limited to farebox receipts and pass sales revenue. CONTRACTOR shall be responsible for handling farebox receipts and pass sales revenues in the manner discussed in Paragraph 2.20. of EXHIBIT A to this AGREEMENT, and as necessary for LTA to meet the requirements of State and Federal funding sources.

EXHIBIT C – GENERAL PROVISIONS

1. INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the LTA, the City of Hollister, the City of San Juan Bautista, San Benito County, and the Council of San Benito County Governments, and their officials, officers, agents, employees, volunteers and assigns from and against any and all claims, damages, losses, costs, liability, and expense for death, personal injury, and property damage, such claims, damages, loss, costs, liability and expense arising out of or alleging to arise out of, or resulting in whole or in part, directly or indirectly, from work or operations under this contract, but not limited to the acts, errors, omissions, negligence and willful misconduct of CONTRACTOR, CONTRACTOR'S officers, employees, agents, and subcontractors, except to the extent that such claims, damages, losses, costs, liability, and/or expenses are the result of the sole negligence or willful misconduct of the LTA, the City of Hollister, the City of San Juan Bautista, San Benito County, and/or the Council of San Benito County Governments.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

2. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT. CONTRACTOR further covenants that, in the performance of this AGREEMENT, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this AGREEMENT is an officer or employee of LTA.

2.1. Conflict of Transportation Interests

CONTRACTOR shall not divert any revenues, passengers or other business from LTA to any other transportation operation of CONTRACTOR.

2.2. Conflicting Use

CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities, which are dedicated to LTA for performing services under this AGREEMENT for any use whatsoever other than provided for in this AGREEMENT without the prior written approval of LTA.

2.3. Interest of Members of or Delegates to Congress

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 therefrom.

3. TITLE TO DOCUMENTS; COPYRIGHT

All reports and other materials collected or produced by CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of LTA, and shall not be subject to any copyright claimed by CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for

administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of LTA, is prohibited.

4. INDEPENDENT CONTRACTOR

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to LTA and not officers or employees of LTA. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of LTA. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to LTA that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

5. AUDIT; RETENTION OF RECORDS

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to authorized representatives of LTA, the U.S. Department of Transportation, and the Comptroller General of the United States and California State Controller's Office representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by LTA, its authorized representative, or officials of the State of California.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial three year period shall arise only if LTA notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

6. COMPLIANCE WITH ENVIRONMENTAL STANDARDS

CONTRACTOR shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C. §1857 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), and implementing regulations, and all state laws and local ordinances with respect to transit operations and operation of the facilities involved in the AGREEMENT for which Federal assistance is given. CONTRACTOR shall report violations to the LTA, the Federal Transit Administration, and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement.

7. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this AGREEMENT, CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, ancestry, or national origin. CONTRACTOR shall take affirmative actions to ensure that applicants are

employed, and that employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

8. NONDISCRIMINATION - TITLE VI CIVIL RIGHTS ACT OF 1964

During the performance of this contract, CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

- 8.1. **Compliance with Regulations:** The CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- 8.2. **Nondiscrimination:** The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin 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 Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 8.3. **Solicitations for Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed or for procurements of materials or leases of equipment, each potential supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 8.4. **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 LTA or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the LTA, or set forth what efforts it has made to obtain the information.
- 8.5. **Sanctions for Noncompliance:** In the event of the CONTRACTOR'S noncompliance with nondiscrimination provisions of this contract, the LTA shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies, and/or cancellation, termination, or suspension of the contract, in whole or in part.

- 8.6. **Incorporation of Provisions:** The CONTRACTOR shall include the provisions of Paragraph (8.1) through (8.6) of this Exhibit in every procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any procurement as the LTA or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a supplier as a result of such direction, the CONTRACTOR may request the LTA, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

9. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE), as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 C.F.R. Part 23 applies to this AGREEMENT.

The CONTRACTOR shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the performance of the AGREEMENT. The requirements of 49 C.F.R. Part 23 and the LTA's Disadvantaged Business Enterprise (DBE) policy are incorporated into this AGREEMENT by reference. Failure by the CONTRACTOR to carry out these requirements is a material breach of the AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the LTA deems appropriate.

CONTRACTOR shall cooperate fully with LTA in meeting any of LTA'S commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises. CONTRACTOR shall keep records of DBE participation in all activities carried out pursuant to this AGREEMENT, and shall report to LTA all such participation and efforts made to encourage DBE participation as required by LTA.

10. COMPLIANCE WITH LAWS, RULES, REGULATIONS

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated thereunder, including but not limited to, those relative to Civil Rights, Equal Employment Opportunity, Disadvantaged Business Enterprise, and Labor Protection. CONTRACTOR is subject to the provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended (49 U.S.C. §1609) and the Section 13(c) Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes which may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 13(c) protections granted to employees. CONTRACTOR shall defend and indemnify the LTA from any and all claims and losses due to the 13(c) consequences of changes not requested by the LTA that result in Section 13(c) grievances, claims and/or liability. CONTRACTOR is subject to any labor protection provisions incorporated into the contract for Federal Transit Act, Section 5311 federal assistance between LTA and the California Department of Transportation. These provisions require that the project "be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project".

CONTRACTOR shall pay all taxes required to be paid by it by any applicable federal, state, or local statute. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of LTA if requested, any and all licenses, permits, certificates and inspections required by law, excluding general-public paratransit vehicle inspections. CONTRACTOR shall assure that all of its employees operating CE vehicles possess a valid, current Class B California Driver License with appropriate endorsements. Further, CONTRACTOR shall participate in the Driver's Pull Notice Program as required by Section 1808.1 of the California Vehicle Code.

11. BANKRUPTCY

CONTRACTOR shall immediately notify LTA in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

12. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES

Except as specifically authorized herein, no rights under this AGREEMENT may be assigned and no duties under this AGREEMENT may be delegated by CONTRACTOR without the prior written consent of LTA, and any attempted assignment or delegation without such consent shall be void.

13. NEGOTIATED CONTRACT

This AGREEMENT has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this AGREEMENT within the meaning of California Civil Code Section 1654.

14. SEVERABILITY

Should any provision herein be found or deemed to be invalid, this AGREEMENT shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this AGREEMENT are declared to be severable.

15. ENTIRE CONTRACT

This contract is the entire AGREEMENT of the parties. There are no understandings or agreements pertaining to this AGREEMENT except as are expressly stated in writing in this AGREEMENT or in any document attached hereto or incorporated herein by reference.

16. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this AGREEMENT.

17. RESPONSIBILITY OF AGREEMENT ADMINISTRATORS

All matters concerning this AGREEMENT which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective AGREEMENT administrators or to the party's employee specified, in writing, by the AGREEMENT administrator. A party may, in its sole discretion, change its designation of its AGREEMENT administrator and shall promptly give written notice to the other party of any such change.

18. MATERIALITY

The parties consider each and every term, covenant, and provision of this AGREEMENT to be material and reasonable.

19. WAIVER

Waiver by either party of a breach of any covenant of this AGREEMENT will not be construed to be a continuing waiver of any subsequent breach. LTA's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this AGREEMENT. The parties shall not waive any provisions of this AGREEMENT unless the waiver is in writing and signed by all parties.

20. AUTHORITY AND CAPACITY

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this AGREEMENT.

21. BINDING ON SUCCESSORS

All of the conditions, covenants and terms contained herein shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this AGREEMENT.

22. CUMULATION OF REMEDIES

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

23. INDEPENDENT ADVICE

Each party hereby represents and warrants that in executing this AGREEMENT it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this AGREEMENT and the rights and duties arising out of this AGREEMENT, or that such party willingly foregoes any such consultation.

24. NO RELIANCE ON REPRESENTATIONS

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this AGREEMENT may turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

25. REDUCTION OF CONSIDERATION

CONTRACTOR agrees that LTA shall have the right to deduct from any payments specified in Paragraph 1.3, Paragraph 1.5. and Paragraph 1.6. of EXHIBIT B to this AGREEMENT any amount owed to LTA by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this AGREEMENT. For purposes of this paragraph, obligations arising prior to, or after, the execution of this AGREEMENT may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If LTA exercises the right to reduce the consideration specified in Paragraph 1.3, Paragraph 1.5. and Paragraph 1.6. of EXHIBIT B to this AGREEMENT, LTA, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

26. COUNTERPARTS

This AGREEMENT may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one AGREEMENT.

27. HEADINGS:

The headings or titles to sections of the AGREEMENT are not part of the AGREEMENT and shall have no effect upon the construction or interpretation of any part of the AGREEMENT.

28. SALE OR TRANSFER

CONTRACTOR agrees that it will not sell, assign or transfer, in whole or in part, any right, title or interest it possesses by reason of this AGREEMENT to any other person or entity without first obtaining the written consent of the LTA to such sale, assignment, or transfer. In the event of any violation of this Section, LTA may immediately terminate this AGREEMENT.

29. NOTICE

All notices hereunder and communications with respect to this AGREEMENT shall be effected upon the mailing thereof by registered or certified mail return receipt requested and addressed to the parties' AGREEMENT administrators, who shall be the persons named below:

CONTRACTOR: Pauline Valdivia
 Executive Director
 Jovenes de Antaño
 300 West Street
 Hollister, CA 95023

LTA: Lisa Reheinheimer
 Executive Director
 San Benito County Local Transportation Authority
 330 Tres Plnos Road, Suite C7
 Hollister, CA 95023

Notices will be deemed given on:

- (a) The day the notice is personally delivered to the AGREEMENT administrator or the office of the party's AGREEMENT administrator; or

- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's AGREEMENT administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified above, provided that an original of such notice is deposited in the United States mail, addressed to a party's AGREEMENT administrator as indicated in this AGREEMENT, on the same day as the facsimile transmission is made.

EXHIBIT D – FEDERAL CLAUSES

CONTRACTOR understands that Federal laws, regulations, policies, and related administrative practices applicable to this AGREEMENT the date the contract was executed may be modified from time to time. CONTRACTOR agrees the prevailing Federal requirements will govern the administration of this contract at any particular time, except if there is sufficient evidence in the contract of a contrary intent. Such contrary intent might be evidenced by express language of this contract or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a particular provision of this contract. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the date the contract has been executed and may apply.

1. ENERGY CONSERVATION

CONTRACTOR agrees 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, 42 U.S.C. §§ 6321 et seq.

2. ACCESS TO RECORDS

Upon request, CONTRACTOR agrees to permit, and require its Subcontractors to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, to inspect all Contract work, materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its Subcontractors pertaining to the AGREEMENT.

CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. CONTRACTOR agrees to maintain all books, records, accounts and reports required under this AGREEMENT for a period of not less than three (3) years after the date of termination or expiration of this AGREEMENT, except in the event of litigation or settlement of claims arising from the performance of this AGREEMENT, in which case CONTRACTOR agrees to maintain same until the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

3. FEDERAL CHANGES

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 Department of Transportation, Federal Transit Administration, Master Agreement, between the LTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

4. NO OBLIGATION BY THE FEDERAL GOVERNMENT.

- 4.1. The LTA and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the LTA, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- 4.2. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.
5. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.
- 5.1. 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 Contract. Upon execution of the contract, 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 the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, 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 CONTRACTOR to the extent the Federal Government deems appropriate.
- 5.2. 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 CONTRACTOR, to the extent the Federal Government deems appropriate.
- 5.3. 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 the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

6. CIVIL RIGHTS

The following requirements apply to the contract:

- 6.1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 6.2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the contract:

6.2.1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, 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. 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 performance of the Contract. CONTRACTOR agrees to 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, 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, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

6.2.2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623 and Federal transit law at 49 U.S.C. §5332, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

6.2.3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, 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, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

6.3. CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. ACCESS TO RECORDS

The following access to records requirements apply to this AGREEMENT:

7.1. The Comptroller General of the United States or any of his or her authorized representatives shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR also agrees, pursuant to 49 C.F.R. §633.17 to provide the FTA Administrator or his or her authorized

representatives including any PMO Contractor access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. §5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§5307, 5309 or 5311.

7.2. CONTRACTOR agrees to maintain all books, records, accounts and reports required under this AGREEMENT for a period of not less than three (3) years after the date of termination or expiration of this AGREEMENT, except in the event of litigation or settlement of claims arising from the performance of this AGREEMENT, in which case CONTRACTOR agrees to maintain same until the LTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR §18.36(i)(11).

7.3. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

8. DISADVANTAGED BUSINESS ENTERPRISE

CONTRACTOR agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in its performance of the Contract:

8.1. CONTRACTOR agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. §101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

8.2. CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. CONTRACTOR agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with Federal assistance derived from the U.S. DOT. CONTRACTOR's DBE program, as required by 49 C.F.R. Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of the Contract Implementation of this DBE program as a legal obligation, and failure to carry out its terms shall be treated as a violation of the Contract. Upon notification to CONTRACTOR of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 C.F.R. 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, 31 U.S.C. §§3801 et seq.

9. INCORPORATION OF FTA 4220.1D TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions

contained in this Contract. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any LTA request, which would cause the LTA to be in violation of the FTA terms and conditions.

10. APPLICATION OF FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

10.1. Federal Laws and Regulations. Federal law or laws authorizing Contract approval control Contract implementation. CONTRACTOR acknowledges that Federal laws, regulations, policies, and related administrative practices applicable to the Contract on the date the authorized FTA official signs the Master Agreement or other awarding agreement may be modified from time to time. In particular, new Federal laws, regulations, policies, and administrative practices may be promulgated after the date when CONTRACTOR executes the Master Agreement or other awarding agreement, and might apply to such agreement. CONTRACTOR agrees that the most recent of such Federal requirements will govern the administration of the Contract at any particular time, unless FTA issues a written determination otherwise. FTA's written determination may be issued as a Special Condition, Requirement, or Provision or Condition of Award, a change to an FTA directive, or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a specific provision of the Master Agreement. To accommodate changing Federal requirements, CONTRACTOR agrees to include notice in each agreement with each Subcontractor and each third party Contractor participating in the Contract that Federal requirements may change and the changed requirements will apply to the Contract as required, unless the Federal Government determines otherwise. All standards or limits within the Master Agreement are minimum requirements, unless modified by FTA.

10.2. State, Territorial, and Local Law. Except when a Federal statute or regulation pre-empts State, local, or territorial law, no provision of the Master Agreement or Contract shall require CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law. Thus, if any provision or compliance with any provision of the Master Agreement or Contract violates State, territorial, or local law, or would require CONTRACTOR to violate State, territorial, or local law, CONTRACTOR agrees to notify FTA immediately in writing. Should this occur, FTA and CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, terminate the Contract expeditiously.

11. COVENANT AGAINST CONTINGENT FEES

Bonus or Commission. CONTRACTOR affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Federal assistance application for the Contract.

12. PROHIBITION ON GRATUITIES

12.1. Code of Ethics. CONTRACTOR agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award or administration of third party contracts or sub-agreements supported by Federal assistance. This code or standards of conduct shall provide that the CONTRACTOR's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential CONTRACTOR or Subcontractor. CONTRACTOR may establish

minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. This code or standards of conduct shall also prohibit CONTRACTOR's officers, employees, board members, or agents from using their positions in a manner that constitutes a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by CONTRACTOR's officers, employees, board members, or their agents, or by CONTRACTOR, any Subcontractors, or their officers, employees, board members, or agents.

- 12.2. Personal Conflicts of Interest. CONTRACTOR's code or standards of conduct shall prohibit CONTRACTOR employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or sub-agreement supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise if an employee, officer, board member, or agent, including any member of his or her immediate family, partner or organization, employs, or intends to employ, any of the above.
- 12.3. Organizational Conflicts of Interest. CONTRACTOR's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub-agreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party Contractor or Subcontractor or impair its objectivity in performing the contract work.

13. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

CONTRACTOR agrees to comply, and ensures the compliance of each third party Contractor and each Subcontractor under the Contract, with the following federal employee protection requirements for contract employees, and/or with applicable California wage and hours laws, whichever statutory scheme imposes the higher standard and/or imposes the higher penalty for violation:

- 13.1. Overtime requirements - No CONTRACTOR or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 13.2. Violation; liability for unpaid wages; assessments - In the event of any violation of the clause set forth in paragraph (1) of this section CONTRACTOR and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and Subcontractor shall be liable to the United States for assessments. Such assessments shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth

in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- 13.3. Withholding for unpaid wages and assessments –CONTRACTOR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or Subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or Subcontractor for unpaid wages and assessments as provided in the clause set forth in paragraph (2) of this section.
- 13.4. Subcontracts - CONTRACTOR or Subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in this section.
- 13.5. Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by CONTRACTOR during the course of the Contract work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits, CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORs employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

14. ENVIRONMENTAL REQUIREMENTS

CONTRACTOR recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal laws that may affect the Contract include: the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. and scattered sections of 29 U.S.C.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and

Liability Act, as amended, 42 U.S.C. §§9601 et seq. CONTRACTOR also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, CONTRACTOR agrees to comply, and assures the compliance of each Subcontractor and each third party Contractor, with any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern to FTA and CONTRACTOR. CONTRACTOR agrees that those laws and regulations do not constitute CONTRACTOR's entire obligation to meet all Federal environmental and resource conservation requirements.

14.1. Clean Air

14.1.1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. CONTRACTOR agrees to report each violation to the LTA, and understands and agrees that the LTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

14.1.2. CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14.2. Clean Water

14.2.1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the LTA and understands and agrees that the LTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

14.2.2. CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS

To the extent applicable, CONTRACTOR agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

16. LOBBYING RESTRICTIONS

CONTRACTOR agrees to:

16.1. Refrain from using Federal assistance funds to support lobbying,

- 16.2. Comply, and assure the compliance of each third party Contractor at any tier and each Subcontractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. §1352.
- 16.3. Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

17. DEBARMENT AND SUSPENSION

CONTRACTOR agrees to comply, and assures the compliance of each third party Contractor and Subcontractor at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. §6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Nonprocurement)," within 49 C.F.R. Part 29.

18. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS.

CONTRACTOR agrees to comply with applicable transit employee protective requirements as follows:

- 18.1. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A §5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (a), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals 'with disabilities authorized by 49 U.S.C. §5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. §5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
- 18.2. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. §5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state.

CONTRACTOR agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

- 18.3. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5311, CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- 18.4. CONTRACTOR also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

19. SUBSTANCE ABUSE

CONTRACTOR agrees to comply with the following Federal substance abuse regulations:

- 19.1. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. §§702 et seq.
- 19.2. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable. CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State oversight agency of California, or the LTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. CONTRACTOR agrees further to certify annually its compliance with Part 655 before each February 15th, to submit quarterly Management Information System (MIS) reports, and to submit annual MIS reports before February 15 to the LTA, 330 Tres Pinos Road, Suite C7, Hollister, California, 95023. To certify compliance CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

20. CHARTER BUS REQUIREMENTS

CONTRACTOR agrees to comply with 49 U.S.C. §5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients 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 at 49 CFR 604.9. 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.

21. SCHOOL BUS REQUIREMENTS

Pursuant to 69 U.S.C. §5323(f) and 49 CFR Part 605, Contractors and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

22. PRIVACY ACT

The following requirements apply to CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

- 22.1. 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, CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. 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 contract.
- 22.2. 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.

23. TERMINATION

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of CONTRACTOR.

- 23.1. Termination for Convenience (General Provision). The LTA may terminate the contract, in whole or in part, at any time by written notice to CONTRACTOR when it is in the Government's best interest. CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to the LTA to be paid the CONTRACTOR. If CONTRACTOR has any property in its possession belonging to the LTA, CONTRACTOR will account for the same, and dispose of it in the manner the LTA directs.
- 23.2. Termination for Default [Breach or Cause] (General Provision). If CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, CONTRACTOR fails to perform in the manner called for in the

contract, or if CONTRACTOR fails to comply with any other provisions of the contract, the LTA may terminate the contract for default. Termination shall be effected by serving a notice of termination on CONTRACTOR setting forth the manner in which CONTRACTOR is in default. CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the LTA that 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 CONTRACTOR, the LTA, after setting up a new delivery of performance schedule, may allow CONTRACTOR to continue work, or treat the termination as a termination for convenience.

- 23.3. Opportunity to Cure (General Provision). The LTA in its sole discretion may, in the case of a termination for breach or default, allow CONTRACTOR an appropriately short period of time, as determined by the circumstances surrounding the breach or default, in which to cure the breach or default. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If, upon receipt of the LTA's written notice setting forth the nature of said breach or default, CONTRACTOR fails to remedy to the LTA's satisfaction the breach or default of any of the terms, covenants, or conditions of the Contract within the number of days specified in the LTA's written notice, the LTA shall have the right to terminate the Contract without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude the LTA from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

- 23.4. Waiver of Remedies for any Breach. In the event that the LTA elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by the LTA shall not limit the LTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.
- 23.5. Termination for Convenience (Professional or Transit Service Contracts). The LTA, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the LTA shall be liable only for payment under the payment provisions of the contract for services rendered before the effective date of termination.
- 23.6. Termination for Default (Supplies and Service). If CONTRACTOR fails to deliver supplies or to perform the services within the time specified in the contract or any extension or if CONTRACTOR fails to comply with any other provisions of the contract, the LTA may terminate the contract for default. The LTA shall terminate by delivering to CONTRACTOR a Notice of Termination specifying the nature of the default. CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in the contract.

If, after termination for failure to fulfill contract obligations, it is determined that CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the LTA.

- 23.7. Termination for Default (Transportation Services). If CONTRACTOR fails to pick up the commodities or to perform the services, including delivery services, within the time specified in the contract or any extension, or if CONTRACTOR fails to comply with any other provisions of the contract, the LTA may terminate the contract for default. The LTA shall terminate by delivering to CONTRACTOR a Notice of Termination specifying the nature of default. CONTRACTOR will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.

If the contract is terminated while CONTRACTOR has possession of LTA goods, CONTRACTOR shall, upon direction of the LTA, protect and preserve the goods until surrendered to the LTA or its agent. CONTRACTOR and LTA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the LTA.

- 23.8. Termination for Default (Construction). If CONTRACTOR refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in the contract or any extension, or fails to complete the work within this time, or if CONTRACTOR fails to comply with any other provisions of the contract, the LTA may terminate this contract for default. The LTA shall terminate by delivering to CONTRACTOR a Notice of Termination specifying the nature of the default. In this event, the LTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. CONTRACTOR and its sureties shall be liable for any damage to the LTA resulting from CONTRACTOR's refusal or failure to complete the work within the specified time, whether or not CONTRACTOR's right to proceed with the work is terminated. This liability includes any increased costs incurred by the LTA in completing the work.

- 23.9. CONTRACTOR's right to proceed shall not be terminated nor CONTRACTOR charged with damages under this clause if-

- a. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include: acts of God, acts of the LTA, acts of another Contractor in the performance of a contract with the LTA, epidemics, quarantine restrictions, strikes, freight embargoes; and
- b. CONTRACTOR, within [10] days from the beginning of any delay, notifies the LTA in writing of the causes of delay. If in the judgment of the LTA, the delay

is excusable, the time for completing the work shall be extended. The judgment of the LTA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of CONTRACTOR's right to proceed, it is determined that CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the LTA.

- 23.10. Termination for Convenience or Default (Architect and Engineering). The LTA may terminate the contract in whole or in part, for the LTA's convenience or because of the failure of CONTRACTOR to fulfill the contract obligations. The LTA shall terminate by delivering to CONTRACTOR a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, CONTRACTOR shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing the contract, whether completed or in process.

If the termination is for the convenience of the LTA, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of CONTRACTOR to fulfill the contract obligations, the LTA may complete the work by contract or otherwise and CONTRACTOR shall be liable for any additional cost incurred by the LTA.

If, after termination for failure to fulfill contract obligations, it is determined that CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the LTA.

- 23.11. Termination for Convenience or Default (Cost-Type Contracts). The LTA may terminate the contract, or any portion of it, by serving a notice of termination on CONTRACTOR. The notice shall state whether the termination is for convenience of the LTA or for the default of CONTRACTOR. If the termination is for default, the notice shall state the manner in which CONTRACTOR has failed to perform the requirements of the contract. CONTRACTOR shall account for any property in its possession paid for from funds received from the LTA, or property supplied to CONTRACTOR by the LTA. If the termination is for default, the LTA may fix the fee, if the contract provides for a fee, to be paid CONTRACTOR in proportion to the value, if any, of work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to the LTA and the parties shall negotiate the termination settlement to be paid CONTRACTOR.

If the termination is for the convenience of the LTA, CONTRACTOR shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the LTA determines that CONTRACTOR has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of CONTRACTOR, the LTA, after setting up a new work schedule, may allow CONTRACTOR to continue work, or treat the termination as a termination for convenience.

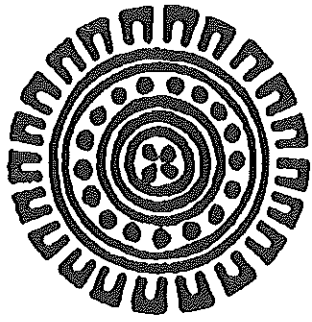
24. BREACH AND DISPUTE RESOLUTION

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

- 24.1. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the LTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, CONTRACTOR mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon CONTRACTOR and CONTRACTOR shall abide by the decision.
- 24.2. Performance During Dispute - Unless otherwise directed by the LTA, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.
- 24.3. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of the party's employees, agents or others for whose acts the party is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 24.4. Remedies - Unless the contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the LTA and CONTRACTOR arising out of or relating to the agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California, in and for the County of San Benito.
- 24.5. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the LTA or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor

shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

EXHIBIT E – PROPOSAL



Jovenes de Antaño

LOCAL TRANSPORTATION AUTHORITY

Proposal for RFP #2010-003

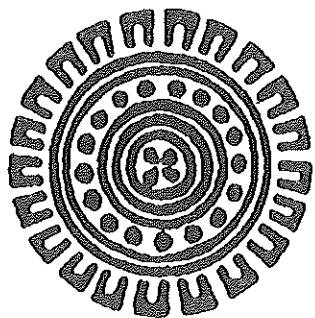
Presented By: Jovenes de Antaño

P.O. Box 860

300 West Street

Hollister, CA 95024





Jovenes de Antaño

Table of Contents

Section 1. Table of Contents

Section 2. Proposal – Pages 1 – 8

Section 3. Appendices

- Exhibit A - Driver's Handbook
- Exhibit B - Vehicle Inspection Report
- Exhibit C-1 - Monthly Service Report
- Exhibit C-2 - Weekly Service Report
- Exhibit C-3 - Vehicle Service Report
- Exhibit D - Vehicle Cleaning Report
- Exhibit E - Schedule Brochure
- Exhibit F-1 - Resume, Pauline Valdivia
- Exhibit F-2 - Resume, Connie Padrone
- Exhibit F-3 - Resume, Victoria Rivera
- Exhibit G-1 - Job Description, Transportation Coordinator
- Exhibit G-2 - Job Description, Lead Van Driver
- Exhibit G-3 - Job Description, Large Van Driver
- Exhibit G-4 - Job Description, Small Van Driver
- Exhibit H - Organization Chart

Section 4. Reference Letters

Section 5. Required Forms

- Certificate of Insurance
- Required Acknowledgements Appendix C
 - Certification of Primary Participant, page 111
 - Certification of Lower Tier Participants, page 112
 - Certification of Registration on Lobbying, page 113
 - Buy America Certificate, page 114
 - DBE/LBE/SBE Participation Report, page 115



SAN BENITO COUNTY TRANSPORTATION AUTHORITY TRANSIT AND SPECIALIZED TRANSPORTATION OPERATIONS

Part IV: Proposal Requirements

Introduction:

Jovenes de Antaño del Condado de San Benito Inc., a non-profit organization incorporated in May of 1975, was established to encourage, develop and administer programs to improve the general welfare of the elderly in San Benito County. We make our services available to all elderly including the people with disabilities, and implement programs focusing on the needs of the frail, low-income, and Latino community. We do this using bilingual/bicultural staff, outreach into our rural areas senior advocacy and networking with local, regional and national agencies that strive to meet our common challenges.

In 1975 Jovenes de Antaño was one of the first organizations that started to provide local transportation services to the elderly of San Benito County.

Jovenes de Antaño (JDA) is the entity officially designated by the Council of Governments (COG) 25 years ago to coordinate all specialized transportation services, i.e., transporting elderly passengers, people with disabilities and families, which includes escort services when needed. This means that JDA was assigned to provide centralized coordinated specialized transportation for San Benito County residents as stated above. The mandate of this coordinated effort is to provide the maximum amount of service for the minimum outlay of government funds. This entails selecting a carrier or an operator according to appropriateness, as well as identifying alternative private means where those exist. JDA is officially represented on the County's Long Term Care Committee composed of public and private operators of a broad spectrum of human service agencies and organizations. The Executive Director of JDA has been on the Social Services Transportation Advisory Committee since its creation. This group was established by State Law to advise the COG on all issues affecting special transportation needs.

JDA currently continues to provide specialized transportation/escort to the elderly, people with disabilities and families through the Out-of-County, Medical & Shopping Assistance and the Senior Lunch Program, which is in the City of Hollister. Currently we use two passenger buses and three mini vans that are provided by COG/LTA for the use of transporting the clients.

SAN BENITO COUNTY TRANSPORTATION AUTHORITY TRANSIT AND SPECIALIZED TRANSPORTATION OPERATIONS

Technical Approach

- a. Jovenes de Antano (JDA) operates a variety of human services programs under contracts with the State of California (Area Agency on Aging), the County of San Benito and the Council of Governments. The Executive Director administers an agency budget of over half a million dollars. There is a high degree of community support for the agency and its programs. A certified Public Accountant prepares a comprehensive audit annually. Twenty-five employees carry out funded activities under the direction of the agency's Executive Director and supervisory personnel. One long-established component of Jovenes de Antano's operation is transportation. At the present time this component consists of 1) senior transportation and escort services under contract with the Area Agency on Aging, 2) coordinated out-of-county medical transportation, the senior lunch program and medical shopping assistance program which is under contract with the COG/LTA. JDA has an excellent transportation safety record and an excellent history of regular vehicle inspections, maintenance and repairs. As the entity designated by the COG/LTA to provide centralized coordination of all specialized transportation for San Benito County residents, puts us in the best position to observe the number of specialized transportation requests denied, the reason for those turn-downs and the consequent problems experienced by the elderly disabled people and families whose requests cannot be filled. In fiscal year 2009-10 JDA transported an average of 113 one-way rides per day.
- b. Applicants for the bus/van driver positions must apply through the JDA personnel department by completing an application. Minimally qualified applicants are interviewed and if selected for employment must fill out a new driver request, authorization form and the individual driver questionnaire. These forms and the driver's DMV printout are forwarded to the insurance carrier. All qualified applicants must take a drug test before employment. JDA has a contract with American Alliance Drug Testing. Once the driver is insured, the training begins. All van drivers must successfully complete a thorough program of classroom and on the road training before they are allowed to transport passengers. The classroom and on the road training requires 40 hours (1 week).

After an orientation, trainees first review the Van Drivers Guidelines, and Passenger Assistance and Relation Procedures. (The Van Drivers Handbook, which is included as Exhibit - A.) The remainder of the classroom training follows. A test is given after the Defensive Driving portion of the classroom training. The trainee then goes on observation and evaluation by a regular driver/trainer. All drivers participate in CPR/First Aid certificate training.

SAN BENITO COUNTY TRANSPORTATION AUTHORITY TRANSIT AND SPECIALIZED TRANSPORTATION OPERATIONS

Most new drivers are initially hired as backup drivers. As routes become available, interested drivers are assigned to them based on seniority. The immediate supervisor evaluates each driver's performance at three months, six months, one year, and then annually, or when the need arises. All new drivers must successfully complete/pass an initial three month probationary period before they are hired as a regular employee.

The staff meetings are held quarterly or sooner if needed. These meetings are used for general information sharing and team building and also for specific training in areas such as the use of fire extinguishers and two-way radios, passenger sensitivity, proper procedure for transferring passengers, avoidance of back and neck strain, stress reduction, paper work and forms, etc. A special trainer is hired on a quarterly basis that will provide on going review of the items in the Drivers Handbook and any other specific training that would include but not limited to: wheelchair transfers, passenger assistance techniques, attitude of the professional driver, basic emergency and accident handling procedures, etc.

- c. All the drivers receive training on a continuous basis which include; the importance of passenger relations and the attitude of the professional driver, passenger relation skills while driving, reliable expert service, courtesy and patience and most of all the importance of providing customer service. Communication is a high priority in communicating with the transit customers. (See Driver's Handbook Exhibit - A).
- d. The Executive Director oversees the administration of all the programs operated by Jovenes de Antaño, which includes the Transportation Services Program. In operating the several facets of its own transportation component, Jovenes de Antaño employs a full time Transportation Coordinator (dispatcher). It is the function of this staff member to coordinate, schedule and dispatch drivers in order to meet requests for the Out-of-County Medical Transportation Program, the Nutrition sites, and the Medical Shopping Assistance Program. The dispatching, scheduling and routing will be done out of a centralized office housed at Jovenes de Antaño. Manual dispatching is used at this time although the potential exists for automating the scheduling and dispatching. The Transportation Coordinator is in the process of collecting information regarding transporting local veterans to the Veteran's Administration Hospital, which is expected to continue to expand. We transport the elderly (60+) people with disabilities, which include families to the Out-of-County Medical Transportation).

The transportation coordinator will preschedule all transportation requests, arranging them for maximum geographic and time efficiency, and coordinating

SAN BENITO COUNTY TRANSPORTATION AUTHORITY TRANSIT AND SPECIALIZED TRANSPORTAION OPERATIONS

with other appropriate operators where available. All drivers will be informed daily of their routes, schedules and special needs of the clients etc. The method of communication is the use of the two-way radios on the buses and the use of cell telephones for the Out-of-County buses/vans; these buses are out of range for the use of the two-way radios. The drivers do not use the cell phones while driving; they are required to use blue-tooth. The coordinator communicates with the drivers using this method for performance and maintenance needs. The LTA maintenance department is called to assist if there are any on-the-road problems with the buses/vans. The drivers submit a daily vehicle inspection report, which is also turned in at the LTA maintenance department. (Exhibit - B) The dispatch collects documents, files and monitors the reports for continuing evaluation. All the information and data collected for the transportation program is documented and filed in a locked file for confidential security. The Executive Director continually monitors the program for efficient and productive performance.

- e. The Coordinator, through the daily communication with the drivers assures that the clients are picked for transport in a timely manner. There is enough time allowed to provide escort services when needed which includes: assistance to and from the client's door, escort into the Doctor's office and translation if needed. All the data is collected by the Coordinator during the intake process and documents all entries for filing.
- f. All collections of fares and donations are received daily by the Coordinator from each driver. The clients on occasion come into the office to pay for the trip for the out-of-county transportation. The fares/donations are documented daily by the different transportation programs and are secured in a locked file. The funds are routed to the fiscal department by computer for documentation of the deposits. The fares/donations are deposited in the JDA checking account at the Bank of America by the Transportation Coordinator
- g. As stated above all collection of fares/donations are collected daily by the Coordinator from each driver. All the fares/donations are documented daily on a record ledger by program i.e., Out-of-County transportation, Senior lunch Program and the Medical Shopping Assistant Program. All reports are submitted monthly to the LTA, which includes all the data that is requested. (Exhibit - C-1, C-2, C-3) The Coordinator is responsible for collecting and documenting all data collected as stated above. The Executive Director assures the validity of data collected, which is part of the ongoing monitoring process.
- h. The vehicle cleaning procedures include; washing done by an employee at least twice per month depending on the weather conditions. The equipment used is located at the County yard washing stall.

SAN BENITO COUNTY TRANSPORTATION AUTHORITY TRANSIT AND SPECIALIZED TRANSPORTATION OPERATIONS

Ten hours are allowed per month for this process. The upkeep of the inside of the vehicles is cleaned by the bus drivers on a routine basis. The sample schedule and checklist is included as (Exhibit - D).

- i. The LTA staff is continuously informed about any project developments. This is done by the Executive Director, Transportation Coordinator at regular staff meetings. The staff also receives communications in memorandums and via telephone whenever it is needed.
- j. The project operations will, and is presently monitored for quality control on a daily basis by the Executive Director and the Transportation Coordinator. This includes but not limited to: scheduling, client satisfaction, collection of fees, donations, routes, data on all forms etc.
- k. Currently Jovenes de Antaño is providing these Transportation Services and has been doing this for over Twenty-five years. The existing plan as described will continue as a seamless program. Transit services are provided to the elderly (60+) and people with disabilities which include families through the Out-of-County Transportation. The residents must live in San Benito County. We also provide transportation to the clients out in the rural areas where the County Express is not accessible. The Transportation Program is already in place and it would be a smooth transition into the next funding cycle. Currently there are five vehicles that will continue to provide transportation for the requested trips. There are also five drivers who are certified with a Class B License with passenger endorsement and one of the drivers has a Class C License to drive the mini vans. Jovenes de Antaño has a very good record of providing transit services in the community. JDA excels in customer service, productivity and cost effectiveness.

The Transportation Coordinator who is employed with the agency will continue to dispatch, communicate with the drivers concerning their routes, provide quality control for client satisfaction, set up training schedules, and assure accurate documentation on all driving activities for the monthly reports that are sent to the LTA. Please see the attached brochure for the schedule of each component of the transportation provided. (Exhibit - E).

Included is a copy of the Drivers Handbook that all drivers have and is used for on-going training, (Exhibit - A).

The Specialized Transportation is not in need of any equipment, permits or licenses. All the vehicles are provided by the LTA, which are parked at the LTA yard and have use of their fuel pumps.

The maintenance is also provided by the LTA maintenance department.

SAN BENITO COUNTY TRANSPORTATION AUTHORITY TRANSIT AND SPECIALIZED TRANSPORTATION OPERATIONS

Project Management, Contract Staff, and Subcontractor Staff

1. Jovenes de Antaño del Condado de San Benito(JDA) is a non-profit organization that is governed by a seven member Board of Directors. JDA was established to encourage, develop and administer programs to improve the general welfare of the elderly in San Benito County. JDA has provided services to the elderly of San Benito for over 35 years. As a non- profit the agency has been able to receive Federal, State, and County funding since the beginning of service delivery. The agency also does some fund raising, and receives community contributions. The Executive Director, who is the Administrator oversees the functions of the agency. The Fiscal /Accountant provides the fiscal support for all the programs that are funded. This includes the financial management of the Specialized Transportation.

Jovenes de Antaño is located at the Community Center on 300 West, Street Hollister. JDA employs 25 staff who works in the different departments. The majority of the staff has been employed by JDA for over 20 years. The staff in the transportation department has been continuously trained and ready to continue the Specialized Transportation.

- b. Pauline Valdivia is the Executive Director and oversees, monitors and supervises the Transportation Coordinator of the Specialized Transportation. Pauline comes with 35 years of Administrative Experience working at JDA, which includes years of knowledge and skills in transportation operations.

Connie Padron is the Fiscal Accountant. Ms. Padron has been with the JDA for twenty three years and has strong financial skills to perform the work that is required.

Victoria Rivera is the Transportation Coordinator and been an employee with JDA for nineteen years. During the time of her employment at JDA Victoria had been the Transportation Coordinator. Victoria has the skills to perform the work that is required by the Specialized Transportation Program. As Coordinator, she is responsible, and has the ability to supervise the drivers. The Coordinator also has a Certificate of Completion for the Random Drug Testing CA Drug and Alcohol Testing Alliance. Included you will find Resume's for these positions as. (Exhibits - F-1, F-2, F-3)

- c. Currently we have five drivers, one of which is the lead driver. There is one Transportation Coordinator (dispatcher). These are the staff members that are assigned to perform the work of the Specialized Transportation (ST). The Executive Director provides all the oversight and the majority of the management for the ST. The Transportation Coordinator assures customer service, and the Lead

**SAN BENITO COUNTY TRANSPORTATION AUTHORITY TRANSIT AND
SPECIALIZED TRANSPORTATION OPERATIONS**

driver assures that the maintenance work gets done in a timely manner.

- d. Included you will find detailed Job Descriptions for the Transportation Coordinator, Lead Driver, Certified Drivers and the non Certified Driver. The descriptions identify staffing levels of drivers, duties and wage/salary levels. These descriptions are included as (Exhibit - G-1, G-2, G-3, G-4). Organization Chart (Exhibit - H).

Description of Jovenes de Antaño's experience in providing the services;

- Jovenes de Antaño del Condado de San Benito County
- Pauline Valdivia, Executive Director, (831) 637-9275
- Jovenes de Antano (JDA) was the first organization to provide transportation services in San Benito County. In 1975 we provided rides to the senior Nutrition Sites medical and shopping assistance to the elderly 60+ with an eight passenger van that was received from another agency that closed. Later on, before San Tran was organized the City of Hollister (COH) would provide funding on an annual basis. When the COG was developed the COH referred us to them for transportation funding. The need for transportation in our community grew. We were able to meet the needs of the elderly, persons with disabilities and families for the out-of - county specialty needs. It has been over twenty-five years that JDA has had a contract with COG /LTA to provide these essential transportation services. Currently we are in our last year of the three year contract with the COG/LTA.
- During the course of providing transportation we started using one 8 passenger van and have expanded to: one 10-passenger van, one 14-passenger van with W/C lifts, two 20 passenger buses with W/C lifts, one 18-passenger bus with W/C lift and three mini-vans with W/C.
- We have averaged about 7,877 annual revenue hours.
- Jovenes de Antaño was aware of the transit needs and developed and implemented the initial transportation services. The community also became aware of the need for transit services and expressed the importance. JDA advocated for these transit needs and worked hard to enhance these needed services by being the entity for Specialized Transportation funding.
- The agency has always had a Transportation Coordinator (dispatcher), on average we have gone from 1-5 drivers. These positions have always been assigned to deliver the services required for the Specialized Transportation. The Executive Director of the agency has always provided the bulk of the management for the transit services. The agency Accountant has also provided the fiscal needs of the transit services. The personnel turnover has been primarily in the drivers positions.
- Currently, we have a contract with the COG/LTA for a three year period in the amount of \$187,800 for each year. The contract also included a 2.5%

SAN BENITO COUNTY TRANSPORTATION AUTHORITY TRANSIT AND SPECIALIZED TRANSPORTAION OPERATIONS

COLA for the first year. JDA is in the last year of the contract. JDA has obtained a contract for Specialized Services for over 25 years.

- JDA has a current contract with the COG/LTA.
- e. Jovenes de Antaño does not have any restrictions, exceptions, or any accommodations that may impact our successful provision of contracting services with the San Benito County LTA.

References (Optional)

Included you will find one reference/ letter of support from the Senior's Council/ Area Agency on Aging of Santa Cruz & San Benito Counties.

JOVENES DE ANTANO TRANSPORTATION
SERVICES

VAN DRIVER'S HANDBOOK

TABLE OF CONTENTS

Introduction

SECTION I: Outline of Driver Training Program

SECTION II: Passenger Assistance & Relations

- II.A Passenger assistance techniques
- II.B Importance of passenger relations
Attitude of the professional driver
- II.C Passenger relation skills in boarding
- II.D Passenger relation skills while driving
- II.E Illustrations, types of wheelchairs & prosthetics

SECTION III: Driving Guidelines

- III.A Pre-driving safety check
- III.B General driving skills
- III.C Accident prevention driving guidelines
- III.D Special vehicle-related skills
- III.E Environmentally-related skills
- III.F Geographic-specific driving

SECTION IV: Emergency & Accident Handling Procedures

- IV.A In case of fire
- IV.B In case of passenger illness
- IV.C In case of vehicle accident
- IV.D Handling a mechanical breakdown

SECTION V: JDA-TS Procedures

- V.A Transfer policy and certification for transfer
- V.B Radio communication
- V.C Passenger refusals
- V.D Fares
- V.E No shows
- V.F Assisting passengers on and off vans
- V.G Passenger loading problems
- V.H Fueling vehicles
- V.I Accidents, incidents, employee injuries
- V.J Daily safety check of van
- V.K Dealing with abusive passengers
- V.L Return from leave of absence
- V.M Passengers with communicable diseases
- V.N You and your back
- V.O Scheduling of lunches
- V.P Reimbursement for physical exams

JOVENES DE ANTANO TRANSPORTATION SERVICES

JOVENES DE ANTANO, (JDA), a private, nonprofit corporation, is divided into a number of different service programs. One is the Transportation Services Division, whose purpose is to provide rides to elderly and disabled people.

JDA Transportation Services Division refers to all of the passenger-oriented transportation services provided by JDA, including all locations.

JDA also operates different sub-programs as part of our services. These are referred to as Out-of-County Medical Transportation, Golden Age Nutrition Transportation, Adult Day Care Transportation, Rural Health Outreach Transportation, and In-County Medical and Shopping Assistance Transportation.

SECTION I: Outline of Driver Training Program

Applicants for the Van Driver position must apply for employment through the JDA Personnel Department by completing a job application. Minimally qualified applicants are interviewed, and if selected for employment must fill out a New Driver Request and Authorization Form and the Individual Driver Questionnaire. These two forms and the drivers DMV printout are forwarded to the insurance carrier. Once the new driver is insured the training begins.

All van drivers must successfully complete a thorough program of classroom and on road training before they are allowed to transport passengers.

After an orientation, trainees first review the Van Driving Guidelines and the Passenger Assistance and Relation Procedures. The remainder of the classroom training follows. A test is given after the Defensive Driving portion of the classroom training. The trainee then goes on observation and evaluation by the regular driver.

Most new drivers are initially hired as backup drivers. As routes become available, interested backup drivers are assigned to them on the basis of seniority. Each driver's performance is evaluated by the immediate supervisor at three months, six months, one year, and then annually, or when the need arises. All new drivers must successfully complete an initial three month Personnel Policies for complete information about conditions of their employment.

Staff meetings are held monthly. These meetings are used for general information sharing and team building, and also for specific training in areas such as the use of fire extinguishers and two way radios, passenger sensitivity, proper procedure for transferring passengers, avoidance of back and neck strain, stress reduction, paperwork and forms, etc.

Congregate Senior Meal Sites:

Hollister Community Center
300 West St., Hollister

San Juan Community Center
1st and San Jose St., San Juan Bautista

JDA Adult Daycare Center
300 West St., Hollister

JDA Out-of-County-Medical Transportation

JDA-Schedules and provides out-of-county medical transportation to clients who need medical services that are not provided in the

County of San Benito. JDA also schedules transportation to the Salinas Dialysis Center for those clients that need treatment due to chronic kidney failure.

Operated by the Golden Age Nutrition Program, these two sites provide a hot nutritious meal to seniors, Monday through Friday at noon. The van driver, in cooperation with the Senior Nutrition Site Managers, pick up and deliver seniors to each of these sites.

JDA also provides transportation services to Social Service office, hospitals, and to a variety of doctors' offices, medical complexes, nursing homes, board and care homes, and senior retirement homes.

SECTION II: PASSENGER ASSISTANCE & RELATIONS

II. A Passenger Assistance Techniques

Elderly and handicapped people are special persons. They deserve our respect--elderly persons for their years of experience and wisdom, and handicapped persons for their fight to lead normal lives. Imagine how elderly and handicapped persons feel, and treat them as you would like to be treated.

BE COURTEOUS AND PATIENT ALWAYS

1. Follow the Golden Rule--Do to others as you would have them do to you.
2. Respect the pride and desire for independence of elderly and handicapped persons.
3. Give whatever help is necessary, but do not draw extra attention to the passenger.
4. Speak clearly and look at hearing-impaired persons so they can read your lips.
5. Answer questions and give directions simply and slowly for mentally-challenged persons.

A knowledge of passenger assistance techniques reduces injuries when vehicle accidents occur, and more importantly this knowledge helps prevent injuries to the passengers during normal activity.

At minimum, the driver should be able to recognize those persons with orthopedic conditions, neurological conditions, strokes, visual impairment, hearing impairment, and seizures. These medical conditions will generally create one or more of the following symptoms: spasticity, loss of skin sensation, loss of balance, pain, breathing difficulty, mobility limitations, loss of strength and/or control over specific (or all) muscles, inability to see, and inability to hear.

Physically handicapped passengers will attempt to cope with these conditions through the use of special assistance devices: various types of crutches and canes, including walkers and white canes; wheelchairs, electric and manual including a variety of attachments to provide support to various parts of the body; braces; prosthetic devices (artificial limbs); slings; and guide, hearing, or assistance dogs (See illustrations Section II.E).

Then driver should have a thorough knowledge of assisting passengers using these devices into and out of the vehicles. This includes:

Wheelchair management

Vehicle boarding and debording assistance

Assisting the sight impaired

Seating assistance and transfer techniques for helping clients between seats and wheelchairs

Securing passengers inside the vehicle. This area is frequently overlooked.

The inability of a person's upper torso to withstand starting and stopping forces, and the inability of the passengers to foresee emergency situations and react by bracing themselves are all-important parts of passenger securing. Without proper securing, passengers may be injured during normal vehicle operation.

The driver needs to know the importance of:

1. ventilation, especially if the passengers have asthma or emphysema, including not allowing smoking in van;
2. on-board housekeeping, including securing of packages, bottles, canes, walkers, clipboards, jacks, tiedowns & lap belts, and other devices that can become flying missiles in case of a collision; noise levels; terrain and its effect on mobility-restricted individuals; and weather.

SOME SPECIAL RULES AND TECHNIQUES

Safe transfer from a wheelchair to van seat.

(See also Section V, Transfer Policy)

1. Bring the person into the van using the wheelchair lift.
2. Have the person face the direction of the seat which they will transfer, making sure the brakes on the wheelchair are locked. Do not rely on the brakes if they are in need of repair.
3. Have the passenger place his/her feet slightly apart with hand(s) on the arm rest of the chair.
4. Inquire about any physical discomfort the passenger may have with the rib area, noting tenderness, and react accordingly.
5. Ask, "Are you ready to transfer into the seat?"(See transfer techniques on next page.

6. The driver always fastens the seat belt and removes the wheelchair to the outside of the bus.

Here are two techniques for safely transferring a person from a wheelchair into a seat on the van.

Technique 1: The driver stands facing the passenger and places one leg forward between the passenger's knees and one leg slightly behind him/herself. The driver leans forward and either places hands on the lower area of the passenger's rib cage under the armpit area, or uses the passenger safety belt that holds the passenger in the wheelchair. The passenger is asked to rise of his/her strength and to reach forward the rail, or toward the back of the seat in front of the one where they will be sitting. The driver provides support and balance for the passenger's back as s/he sits.

Technique 2: The driver positions his/her knees on the outside of the passenger's legs and places his/her hands around the passenger in the upper rib cage area, or uses the passenger safety belt that holds the passenger in the wheelchair. The driver then leans back and assists the passenger to attain a standing position. The driver asks the passenger to obtain a hand hold on the railing or seat in front, and continues to support the passenger while he/she sits down.

The difference in these two techniques is the stance of the driver. The driver needs to be aware of correct lifting techniques to avoid putting undue strain on his/her own back during this process.

Rules for Sight-Impaired Persons

1. Continuously communicate your actions to the sight-impaired person, especially when coming to obstacles, e.g. "You are approaching the curb." "You are entering a hallway". There is a step about two feet away", etc.
2. Let him/her take your arm and then gently guide; don't push, pull, or force in any direction.
3. Do not leave a sight-impaired person alone anywhere or at any time until you are sure s/he is under supervision or unless they assure you that they are okay.
4. Do not assume you know what they can or cannot see; ask them. Vision problems can fluctuate with the weather, time of day, or location, such as leaving a vehicle or dark place.

Rules for Hearing-Impaired Persons

1. Speak loudly, slowly, and clearly, but do not shout.
2. If they still have problems hearing after you have already repeated the question or statement, try re-phrasing it with different words.

Individuals who are hearing-impaired communicate in primarily two ways, by lip reading with an oral response, or by sign language, including finger spelling. In communicating with a lip reader:

3. Be sure to face her/him directly so your lips may be easily seen. Do not exaggerate your speech or lip movement; to do so changes the way you form your words.
4. Speak with moderate speed, and do not hesitate to repeat yourself. Remember that a good lip reader will understand 50-60% of what is said. An excellent lip reader will understand 70-80%. Repeating helps fill in the blanks.
5. Remember that some people's lips are not easily read. This does not necessarily have anything to do with the way they sound. If you find that your lips are not easily read, after having spoken to several lip readers, simply have someone else repeat your message to the client.

Rules for Seizures

The most common forms of seizures are epileptic:

Petit Mal- a simple staring spell, usually lasting less than a minute. May occur repeatedly within an hour.

Grand Mal- Violent shaking of the entire body, temporary loss of consciousness from two to five minutes.

The Grand Mal seizure presents the greatest problem for the driver.

1. Do not try to restrain the person. There is nothing you can do to stop a seizure once it has begun.
2. Clean the surrounding area so that the client does not injure him/herself on sharp objects or corners. Try not to interfere with his/her movements in any way.
3. Don't force anything between the teeth.
4. It isn't generally necessary to call a doctor unless the attack is followed almost immediately by another major seizure, or if the seizure lasts more than ten minutes.
5. When the seizure is over, let the person rest.
6. It should be noted on the schedule if a passenger has seizures, and what to do after a seizure.

Another form of seizure is called a psychomotor seizure. It is characterized by inappropriate or purposeless behavior and subsequent

amnesia, usually lasting two to five minutes, and may occur one or more times weekly, monthly, or annually.

Rules for Mentally Challenged Passengers

Individuals who have lost some part of their mental function may have:

1. Lessened ability to give or understand directions,
2. Lack of orientation--unaware of where they are or of time,
3. Agitation, excitability, or lack of emotional control,
4. A difficult time learning and remembering the rules and routines of the transportation systems.

In assisting mentally challenged passengers you should:

1. Repeat - it is often useful,
2. Have patience - it is always necessary,
3. Be firm - passengers may want to do unsafe things,
4. Do not allow potentially dangerous situations, such as having cold drink bottles on board,
5. Learn from family, counselors, and aides the nature of the passenger's problem and their level of comprehension.

When trying to understand the mentally challenged passenger, remember:

1. Everyone has at times been confused or disoriented by a new situation,
2. Everyone has at times had a difficult time following directions for a new task,
3. Everyone has at times had trouble finding their way around a new environment,
4. Everyone has at times become agitated, irritated, or excited when a familiar routine has suddenly changed.

Note #1: A person with mental difficulties tend to respond on an emotional level. Emotions come into play more quickly than do intellectual responses. Therefore, a person with mental difficulties will be quite sensitive to a person's mannerisms, what they say, the tone of voice used, and even facial expressions and body movements.

Note #2: You should not transport severely disoriented persons from nursing homes or other facilities without an escort. Severely disoriented persons are those who are unable to relate to verbal commands, are disruptive to the driver and/or other participants, and/or are constantly attempting to get out of their seats. If a facility sends a severely disoriented person without an escort, contact Dispatch immediately before proceeding.

Note #3: Any passenger who has a speed impediment, whether physical or neurological in nature, may be difficult to understand. Never say you understand them when you don't. Ask them to repeat themselves.

II.B The Importance of Passenger Relations and the Attitude of the Professional Driver

Passenger relations is an important part of your job. You, the driver, are the main provider of the service, the representative of JDA.

You are the only representative of the agency that most passengers ever see. You not only drive the van, you also make the passengers welcome on board, make sure their ride is comfortable and safe, and handle any passenger problems they may have. When you practice good public relations, everyone benefits.

Passenger relations can make the difference in the amount of community support and funding JDA receives. Few people take the time to think about the difficulty of the vehicle operator's job. Perhaps the easiest part of driving the van. Passenger relations can be much more difficult; but good passenger relations make the job easier.

THE ATTITUDE OF THE PROFESSIONAL DRIVER

If you like yourself, take pride in your job, and treat others in the same helpful, courteous way you want to be treated, you have a professional attitude. **You are a professional driver.**

What you share in common with other professionals:

- You must have a license to perform your job

- You are skilled in your job.

- You are especially trained for your job.

- You provide a valuable service to people.

- You are providing a high level of independence to a large, often forgotten segment of society.

One mark of a professional is high-level performance at all times. As a professional vehicle operator, you must always perform at your best. Your responsibility is to be polite, efficient, and courteous, whatever the circumstances.

Your attitude as a professional driver is often threatened by circumstances beyond your control: weather, grouchy passengers, family problems, mentally unstable or confused passengers, traffic jams rush hour, schedules that are running late.

It is easy to be positive, feel good, and treat others well when everything around you is going well. The difficulty comes when things are **not** going well. This is the true test of your skills as professional operator.

It is not easy. At times you must use all of your energy and passenger relation skills to maintain a courteous and professional attitude toward your passengers and your job. The payoff for you, the driver, is that your passengers will make your job easier for you and you will have fewer problems to add to those already present. **Don't let a bad day effect your professional, courteous behavior.**

Reliable, expert service

- Arrive and depart on time and stay on schedule whenever possible.
- Drive safely.
- Drive smoothly.
- Adjust temperature controls for your passengers' comfort.
- Answer questions clearly and accurately.
- Speak clearly.
- Give the passenger JDA's information number if necessary.
- Smoke only during breaks, and never smoke inside the van.

Courtesy and patience

- Assist the passengers in boarding and deboarding.
- Use respectful language and tone of voice.
- Never swear or call names. Avoid sarcasm.
- Never shout at or strike a passenger.
- Leave your troubles at home.
- Keep passengers informed.
- Give passengers the benefit of a doubt.
- Try not to embarrass a passenger.
- Practice tact and diplomacy.

Avoid Arguments

- Remain polite regardless of the rudeness of the passenger.
- State JDA policy clearly.
- Avoid becoming involved in a discussion of agency policy or of your actions.
- Get help if you cannot handle a situation.

See the JDA Guidelines, dealing with Problem of Abusive Passengers (Section V) for further information on this topic.

II.C Passenger Relation Skills in Boarding

No matter how professional a driver you are, your passengers are going to have problems. Many situations beyond your control can cause problems in picking up and boarding passengers; weather, traffic, mechanical failures, new rules, schedules, other drivers and uncooperative passengers . . . and they can make you late, confuse and upset your passengers, and make you tired and angry.

No matter how bad the problem:

Solve the problem if you can.

Explain the problem to your passenger. If you cannot solve it, call Dispatch.

Remain courteous and polite.

Avoid arguing with the passenger about the problem.

SOME TYPICAL PROBLEMS AND SUGGESTED SOLUTIONS

Problem: The convalescent hospital asks you to go to the passenger's room and help them dress, transfer to a wheelchair, or put on shoes.

Suggested Solution: Politely quote JDA policy stating that all passengers are to be ready at the time stated when the appointment is made. The passengeres from convalescent hospitals or similar situations should be waiting at the entrance of the building, the lobby, or an entrance where they will be boarded.

Problem: The hospital asks you to go to the passenger's room.

Suggested Solution: Tactfully inform the individual that you are not allowed to do this, and ask him/her if more information is needed about our policies.

~~~~~  
**Problem:** You arrive at a passenger's house and they need help with their coat, shoes, etc. Are you required to help them?

**Suggested Solution:** Depends on the situation. If the passenger needs help with more than a coat, for instance she may need an aide available. If the passenger will not delay your schedule and his/her needs are minimal, you may provide some assistance, remembering to report the situation to Dispatch and on your schedule.

**Problem:** An angry passengers boards, yelling at you for being ten minutes late.

**Suggested Solution:** If you are late, politely explain the reason for the delay. If you are in time according to the current schedule (or within the allowed time window), politely tell the passenger. If they are still not satisfied, give them the JDA phone number, avoiding heated discussion.

~~~~~  
Problem: You arrive at a wheelchair passenger's home to find that they have four steps to leave the house, and no ramp or other provision for wheelchair accessibility, or that the ramp they have provided is unsafe.

Suggested

Solution: Notify Dispatch immediately, and they will advise accordingly. Time allowing, you may use the ramps provided in your van. If there is an aide who can bring the passenger to the vehicle, make sure they will be at the house when the passenger returns.

Passenger problems are part of a vehicle operator's day. The way in which you handle them reflects your degree of professionalism. No two operators handle problems exactly alike. If your solution works for you, you are a professional.

II.D Passenger Relations Skills While Driving

As a professional driver, you must use both good driving and good passenger relation skills to make sure the entire trip is safe and pleasant. You must concentrate on driving at a safe speed, stopping and starting slowly and smoothly, avoiding potholes and other road hazards, and slowing down around curves in order to provide smooth, safe transportation for your passengers.

Your passengers may not realize all the special things you need to do. **It is specially important that you not be drawn into an argument or be distracted by conversation with a passenger while you are driving.** In being aware of this, you protect all your passengers on board, including yourself.

If a passenger continues an argument, call Dispatch. It is possible that Dispatch will advise you to fill out a report on the passenger. Some problems you may encounter relate to passengers who:

- want to talk constantly while you are driving,
- want to smoke on the bus,
- take off their seat belt en route,
- don't want certain other individuals on "their" bus,
- will tell you how fast to drive.

Handling this passenger problems is made more difficult in that **you must not allow them to distract you from your driving.**

SOME TYPICAL PROBLEMS AND SUGGESTED SOLUTIONS:

Problem: A passenger removes their seat belt on route.

Suggested

Solution: Stop the van and re-secure the passenger. Politely and firmly tell them to keep their seat belt on. Tell them it is a state law and that you will be fined. You could also tell them that everyone on the bus, including yourself, will wear one or will not ride with JDA Transportation.

Problem: A passenger complains about the route you have chosen to arrive at their destination.

Suggested Solution: Ask which route they would have taken. If the route looks like it may be better, tell them you will try it next time. If the route is not better, explain that the route you took was the most direct route and thank them for their input.

~~~

**Problem:** You are in an area that you are unfamiliar with, but you know you are close, and need to check your locator. OR. . . You are late and need to fill in your schedule.

**Suggested Solution:** Advise Dispatch of your status en route and always pull over to write or read anything. **Never read anything while the vehicle is in motion.**

~~~

SECTION III Driving Guidelines

III.A. Predriving Safety Check

(Refer to section V, Daily safety check of van)

The driver shall perform a routine daily safety check, using the vehicle checkout sheet. Special attention shall be paid to:

Brake lights. Drivers verify that the brake light comes on when the brake pedal is depressed, and turns off when the break pedal is released.

General lights. Drivers clean the headlights and taillights, checking both high and low beams and parking lights.

Brakes. Drivers check for excess play in the break pedal, break fluid level, unusual brake noise, grabbing brakes, or increased stopping distance.

Steering. Drivers check for excess play in the steering wheel and for wheel alignment problems, such as pulling to one side.

Tires. Drivers check for proper tire inflation, cut and thread wear, irregular wear pattern, and out of balance tires.

Mirrors. Check for proper adjustment.

Horn. Be sure the horn will sound.

Lubrication. Drivers check the engine oil level, transmission fluid level when possible, and power steering fluid level.

III.B. General Driving Skills

In addition to the predriving safety check, the driver should be proficient in general driving skills.

Turning. This is especially important where a van or bus-type vehicle (driver forward of front wheel) or a long wheel-based vehicle is used. Drivers must not turn too widely or cut corners too closely and hit the curb with the tires.

Maintaining speed. Drivers should be able to maintain a steady speed, both up- and downhill and on the level; speed should be smooth and steady without the jerkiness of stepping on and off the gas.

Stopping. The ability to stop smoothly without disturbing passengers and to stop smoothly at a selected point are essential. Drivers should be in a position to see oncoming and cross traffic clearly in both directions, but should not enter intersections far enough to be subject to collision with cross traffic.

Backing the vehicle. Drivers must realize that buses and vans have a blind spot immediately to the rear of the vehicle. Therefore, drivers must be aware of the need to check the blind spot using the convex mirrors before backing, and must be able to back vehicles using outside mirrors only. They should also know how to negotiate a curve while backing the vehicle using the exterior mirrors. When in doubt of what is behind the vehicle, the driver takes a few extra seconds to get out and look. Avoid situations that require backing if possible.

Skid control. Since 70% of motor vehicle accidents involve skidding, drivers need to know how to control skids should they occur. The basic technique involves aiming the tires in the direction you want to go, using the brake lightly.

Surveillance/Defensive Driving. Drivers should know how to properly survey the road for signs of impending danger. This includes:

1. Visual scanning of highway, alternating between forward and rearview mirrors;
2. Avoiding visual fixation on vehicles immediately ahead, and
3. Seeing and responding to traffic controls such as stop lights as soon as they become visible. This includes not proceeding through a traffic light until green, even though the vehicle beside starts to pull forward, and not allowing disturbances in the vehicle distract attention from the road.
4. Drivers must be aware of the reaction time and the time required to stop vehicles so that they do not follow too closely to the vehicles in front of them. Distances vary with the speeds at which each vehicle is traveling. Drivers should know how to make adjustments for oily, wet, icy, and gravel roads.

Passing. The driver needs to know how to pass another vehicle safely. This includes knowledge of 'passing' and 'no passing' markings on the highway. The driver should be able to decide when to pass, execute the pass and return to the lane without sudden use of speed.

Entering traffic. The driver should know how to use mirrors and glance over the shoulder to check for vehicles front and rear, as well as cross traffic,

before entering traffic. the driver should be able to identify gaps in the mainstream of traffic, to signal and to accelerate smoothly into the lane chosen for travel. In addition, the entrance should be made with adequate space to allow other vehicles traveling in that lane to maintain speed.

Leaving traffic. In leaving traffic, the driver must know how to identify a safe area on the roadside ahead to accomodate the vehicle. The space should also be visible at least 200 feet in either direction. In executing the maneuver, the driver slows down, exits the highway at a safe speed, and applies the brakes. Care should be exercised in crossing the road shoulder. Last, but not least, the driver makes sure the vehicle is clear of the roadway before stopping.

Lane Changing. When changing into another lane of travel, the driver should know how to use the mirrors for a safety check to the rear and need to be aware of blind spots not covered by the mirrors. When the lane is clear, the driver signals his intention to change lane. Then the driver steers smoothly to the center of the new lane without delay. If an adjustment in speed is necessary, it is made while executing the lane change. After completion of the lane change, the driver cancels the directional signal.

Parking. In parking a bus or van, the driver should seek spaces which allow easy access to reentering traffic with a minimum of danger. Due to the length and width of buses and vans, parallel parking should be avoided if at all possible. Angle parking is preferred, and its always advisable to use loading spaces rather than parking spaces, to avoid the potential hazard of backing.

In parking, the driver should ensure that the fenders and doors clear the other parked vehicles and tha there is adequate room for the passenger to exit the vehicle, especially where ramps and lifts are used.

If parking on a hill becomes necessary, the wheels should be turned sharply away from the curb if on an upgrade, and turned sharply toward the curb if parking on a downgrade.

After parking, the driver routinely checks to make sure the transmission is in park (reverse for a manual transmission), that the parking brake is firmly applied, that all electrical units are turned off, and that the windows and doors are locked upon exiting.

Leaving a parking space. In leaving a parking space, the driver checks traffic to the rear and maneuvers the vehicle out of the parking space, watching until the vehicle has cleared the other parked vehicles. The driver must know how to leave a parking space using his exterior mirrors, with full awareness of blind spots that are inherent in vans and buses.

Emergency areas. The driver must know how to react to an emergency scene such as an accident or a fire. (S)He should slow down and look for an official directing traffic through the scene. The driver follows directions given by the official and drives through the emergency area slowly, while watching for any unexpected movement of vehicles or pedestrians on the scene. The driver

should not cross fire hoses unless directed to so by the officer directing traffic.

If there are no emergency vehicles on the scene when the driver arrives, notify Dispatch immediately.

If the vehicle is passing through or near an area where there has been an accident involving the spillage of hazardous materials, windows should be closed and the heater/air conditioner turned on to purge the vehicle.

Being passed. The driver must constantly be aware of the traffic to the rear by scanning the mirrors. When a vehicle to the rear attempts to pass, the driver should look ahead to make sure space is available for the passing vehicle. The driver should maintain a center position or pull slightly toward the right to allow additional space for the vehicle for which is passing.

Under no circumstances should the driver speed up, but it is sometimes necessary for the driver to slow down if the passing vehicle needs a larger space to reenter the lane to avoid a collision.

If a vehicle is attempting to pass without sufficient room and becomes trapped in the wrong lane, the driver must speed up or slow down to allow the passing vehicle sufficient room to reenter the correct lane.

Being followed. The driver should know the importance of signaling all intended maneuvers to the following vehicle driver. Constant use of the rear view mirrors is necessary to be aware of the traffic behind, including following vehicle speed, to alert the driver of the need to slow down and let following vehicles to pass.

When stopping, the driver checks to make sure that the following vehicle is also stopping.

When driving at night the driver avoids looking directly into the mirrors when a vehicle is following closely with high beam lights. The driver turns the mirror to the night position, slows down, and lets the following vehicle pass; the driver must neither be blinded by nor ignore the following vehicle.

Oncoming cars. The driver maintains a right of center lane position when approaching an oncoming vehicle, and must maintain the maximum possible separation from the other lane the driver watches for vehicles attempting to pass slow-coming vehicles.

Should an oncoming car veer across the center line, the driver should sound the horn, brake, and steer to the right as the situation requires.

If a collision appears unavoidable, the driver should try to sideswipe the oncoming vehicle or collide at an angle to minimize impact force.

III.C Accident Prevention Driving Guidelines

There is much more to safe driving than merely mastering the manual skills needed for starting, stopping, backing, or parking. To be a safe competent driver, you must develop **good awareness** and **defensive driving habits**, and apply these habits at all times while driving. The objective of JDA is to develop a program for van drivers that not only includes the manual skills

and techniques of driving, including how to study for a road test, but also includes good awareness and defensive driving habits (accident prevention) which can nearly eliminate the two major reasons for accidents: "I didn't see him," or "I saw him but didn't expect him to do what he did."

The two basic concepts of accident prevention driving are **space** and **visibility**--the ability to develop and keep a moving space cushion around their vehicles, and the development of visual awareness and defensive driving techniques that enable the driver to see, predict, decide, and act in the most effective and safe way possible in a wide variety of road and traffic conditions.

Following are five keys to sound visual awareness techniques.

1. Aim high while steering. Look farther ahead than the front of your hood. Drivers that aim low see only a small part of the roadway ahead, and as a result they tend to hug the left side of the lane and veer away from obstacles on their right. They do not see problems in time to avoid them.

To aim high while steering keeps you in the center of your lane and will enable you to see the total traffic picture, allowing you to make turns safely and comfortably across a path of oncoming traffic. Steering your vehicle and seeing what is right in front of you is not as important as seeing where you will be 8 to 12 seconds later.

2. View the total traffic picture. This means to be able to see and be aware of all that is going on around you. When you are driving you have two kinds of vision: clear central vision in a path approximately five feet wide directly in front of you; and peripheral vision can act like a magnet to attract your central vision to some movement that is important to your safe driving. Peripheral awareness will help you to see the total traffic picture.

3. Keep your eyes scanning. Driving, you need to constantly move your eyes in a series of quick glances, looking in front, to the sides, and to the rear of your van. To become fixated or to stare blankly at the road ahead is extremely dangerous.

After being on the road for a long time it is easy to become unaware and forget to keep your eyes moving. To avoid this, the driver can practice moving his/her eyes back and forth over the mirrors and gauges, not stopping to look at any one thing for more than a few seconds. This will enable you to maintain your space cushion and to avoid situations that will impede your progress or cause involvement in an accident.

Seventy percent of all accidents occur under conditions that everyone will consider safe, such as daytime driving in clear weather on straight and dry roads in light to moderate traffic. Drivers who keep their eyes scanning know what is going on around them at all times. They are relaxed and enjoy their driving, and almost never become surprised by the actions of others.

4. Leave yourself an out. The key to this is maintaining a space cushion around your vehicle at all times. Often it will be impossible to have all the space you need, but you can always be thinking of an escape that will give you an out if the situation should arise.

Less skillful drivers allow themselves to get caught up in crowded and less safe situations. They feel compelled to hang in there and rarely have the patience and common sense to drop back and improve their strategic position. In heavy traffic situations, the only control you have is to increase your space cushion is by increasing the space you have in front of you.

5. Make sure others see you. The most common excuse in an accident is: "I did not see him." A good driver can utilize the following good driving habits to make sure others see you.

1. Proper use of horn. A gentle and friendly tap on the horn can alert others if you think they haven't seen you.
2. Use of lights. Use your headlights day or night if visibility is poor. Flash your brake lights by gently stepping on and off the brake pedal when you intend to slow down or stop to avoid rear end collisions. Use flashers, reflectors, flares, parking lights, whenever the vehicle is stopped and you are unable to get clear of the roadway.
3. Use of signals, hand or directional. Use hand signals or directionals every time you are going to turn, slow down, or stop. Always give other drivers plenty of warning of your intentions they will have time to react.
Caution! When making a turn immediately after an intersection, signal your intentions after you have entered the intersection so drivers will not be confused.
4. Position of vehicle. Position your vehicle so you are not in anyone's blind spot. Get in your turn lane well ahead of time, and keep plenty of space around you.

In following these five accident prevention guidelines, you will be able to give a safe and secure ride to all your passengers, and your job as a JDA van driver will be less stressful and more enjoyable.

III.D Special vehicle-related skills.

Special vehicles. Drivers need to know laws affecting special vehicles such as school buses and ambulances. If an emergency vehicle appears, the driver should pull to the right and stop to let the emergency vehicle through. The driver must always stop for a school bus loading or unloading children. In a funeral procession, refrain from cutting in; yield to all vehicles in such a procession.

Approaching intersections. When approaching an intersection the driver slows down and enter the correct passage lane at least 100 feet ahead of the intersection. If a turn is to be executed, the driver enters the proper lane 100 feet before the turn, or drives on through the intersection. The driver must be aware of the traffic controls and must slow down and prepare to stop

if the light changes from green to yellow. The driver must also be aware of other traffic and be prepared to stop or to yield to other vehicles if they insist in the right of way. When stopping at an intersection, the driver stops before reaching the crosswalk.

Curves. The driver knows how to predict curves by observing the road signs. Drivers know that vans and buses may be top heavy and should enter curves at speeds which will enable the curve to be negotiated safely. When driving the curve, look ahead to anticipate steering corrections, maintain a position in the lane, use a safe speed and, when visibility is restricted, reduce speed and apply brakes as needed.

Lane usage. Drive in the far right lane, using the left lane for passing. The driver should be able to maintain lane position and not veer across designated lane lines except to pass. The driver knows that (s)he only exits from the lane nearest the exit. On a six-lane road (three lanes each direction) the driver will pass in the left lane, use the center lane for through traffic movement, and use the right lane for slower movement and exiting..

Braking. Always look ahead; if brake lights can be seen two or three cars ahead, it will allow more time to react. The driver should stop far enough behind a vehicle at a stop light to see the back tires of the vehicle in front, so that if it stalls the driver will be able to pull around it without having to back up.

Road surface types. The driver observes the road surface and adjust speed and driving habits as conditions arise. The driver knows that weather causes roadway defects such as potholes, broken shoulders, and other changes in the road surface. Erosion from construction projects and water runoff during rains create special hazards. Special care must be used when driving on defective road surfaces, as surface defects are not only causative factors for accidents, but had a negative impact on vehicle life and maintenance costs. The driver should slow down and avoid potholes as traffic permits.

Wet roads. The driver knows to anticipate slippery surfaces in the first few minutes of a rainfall, with oil which has not yet been washed from the road. When driving on these wet surfaces, the driver increases stopping distances as well as separation between vehicles. Driving at lower speed helps to prevent hydroplaning. Tires are probable hydroplaning if the tracks through the water from the vehicle in front of you disappear right away. If deep water rests on the roadway, drive around it if possible; if not, drive slowly through the water. Wet brakes do not stop well. The driver can dry brakes by putting slight pressure on the brake pedal after driving through water. This allows the heat generated by the dragging brakes to dry water from the brake shoes.

U-turns. When attempting to make a U-turn, the driver checks traffic, particularly to the rear. Mid-block U-turns (allowed in some areas) should be made far enough from the intersection to avoid other traffic. U-turns at urban

intersections or on divided highways should be made on the road nearest the center of the roadway. In a residential area or a narrow street intersection, the driver pulls to the extreme right before making the U-turn.

III.E Environmentally-Related Skills

Off-street driving. In driving in off street areas, especially near schools in residential areas, the driver looks for children playing and for other vehicles which could run into the path of the van or bus. This is especially true for vehicles with high hoods, since children are small and may not be seen easily. When in an alley, check for other traffic entering the area and for pedestrians crossing sidewalks, exiting buildings, or entering from back yards. Entrances from alleys from yards or buildings are often blind or hidden, and people often enter alleyways less carefully, as they do not expect traffic. When in a parking lot, watch for vehicles backing up. When leaving on off-street area, the driver signals, checks for safe clearance, and exits when safe. It is not advisable to back onto a roadway, but if it is necessary, check traffic and back cautiously when road is clear.

Railroad crossing. The driver is aware of the circular road sign that designates railroad crossing. In approaching railroad tracks, the driver comes to a complete stop when a railroad signal is activated. If no signal exists, the driver stops the vehicle before the limit lines, opens window or doors so the train whistle can be heard above the noise in the vehicle, and looks both ways before crossing at a safe speed. When crossing the tracks, the driver **should not** stop on the tracks. This may require waiting for traffic to clear so that the bus or van does not become trapped on the tracks.

Bridges and tunnels. When approaching a narrow bridge or tunnel, lights are used to make the vehicle visible. The driver slows down and remains as far right as possible. The driver does not stop unless the traffic flow requires it. Passengers are especially disadvantaged by accidents on bridges or tunnels; consequently, special precautions should be taken.

In fog or intense precipitation, the driver uses low beams and pulls off the road to stop if visibility is limited and road conditions poor. In case of sun, use the sun visor and look down at the roadway to avoid looking directly at the sun. Sunglasses are a plus.

In sandstorm, the driver grips the steering wheel more firmly and proceed; if visibility worsens, the driver should pull over and stop, using emergency flashers and reflectors to ensure that other vehicles do not hit your vehicle while it is stopped on the side of the road. The driver keeps the windshield and windows clean by use of wipers, defroster, or cloth when necessary.

Clearance of obstacles. The driver should know height of van or bus so they can safely negotiate overhangs and underpasses without damage to the vehicle or endangering the occupants.

Night driving. Drivers must not 'overdrive' the headlights in the dark--driving at a speed at which stopping distance exceeds the distance of the road illuminated by headlights. In night urban driving, the driver will use low beams, watch for pedestrians, and travel at posted speeds. In rural driving, the driver remembers to use dimmer switch when oncoming traffic approaches, focussing eyes on the right side of the road if the oncoming vehicle's lights are too bright, and slowing down when being passed. If a situation requires the driver to park on the shoulder, the driver must position the vehicle well to the right, turn on the fourway flashers, and use the appropriate reflectors or flares required by state law.

Vehicle operation and performance. The driver must know how to identify vehicle maintenance needs. In addition to the daily safety check covered earlier, the driver knows how to monitor the following items:

- windshield, windows and mirrors inspected weekly for tightness and possible replacement of damaged mirrors;

- wiper blades checked weekly;

- fan belts and radiator hoses checked periodically for cuts;

- suspension system checked for unusual noises and sagging;

- cooling system checked frequently for coolant level;

- interior of the vehicle should be checked frequently for worn or broken parts such as torn seat belts, ripped upholstery, torn carpet or rubber flooring that could trip passengers, broken wheelchair tiedowns, or loose padding on lifts, parts, or seat backs.

III.F Geographic-specific driving

In certain areas, conditions will necessitate that special attention be given highway or freeway driving because of hills, sand, climate, and wind. When driving on open highways, the driver reduces speed on winding or narrow roads; watches for hidden traffic, pedestrians or animals; and cross medians only at designated crossovers. In rural driving, the driver adjusts the speed of the vehicle to that of the traffic, as well as to terrain and visibility. In mountainous terrain, the driver increases lane separation and steers closely to the right edge of the roadway.

Freeway driving. The driver knows how to merge with freeway traffic by watching traffic in the rear view mirror, gaining speed on the merge lane, and smoothly merging with traffic flow. The driver knows to give merging traffic the right of way, and does not attempt to maintain lane position where traffic is merging into driving lane. The driver should watch out specially for vehicles trapped behind slow-moving traffic which could possibly dart into your vehicle's path.

Should an emergency occur, the driver stops only on the shoulder or in the median, not on the freeway. If the vehicle transports passengers who lack judgement or who have mobility problems, special procedures should be developed for controlling the passengers so that they are not endangered by

walking or running in the path of vehicles on the freeway or are not injured if another vehicle hits the rear of your vehicle.

Sand. When encountering sand, the driver attempts to drive around it rather than through it. If it is necessary to drive through it, the driver shifts to a lower gear. Driving on sand-covered surfaces requires an increased stopping distance and more separation between vehicles. Quick turns and sharp breaking should be eliminated. If the vehicle becomes stuck in sand, the driver should try to rock the vehicle out by alternating between low gear and reverse. The driver should have an emergency plan for protecting the passengers in case the vehicle becomes stuck in sand.

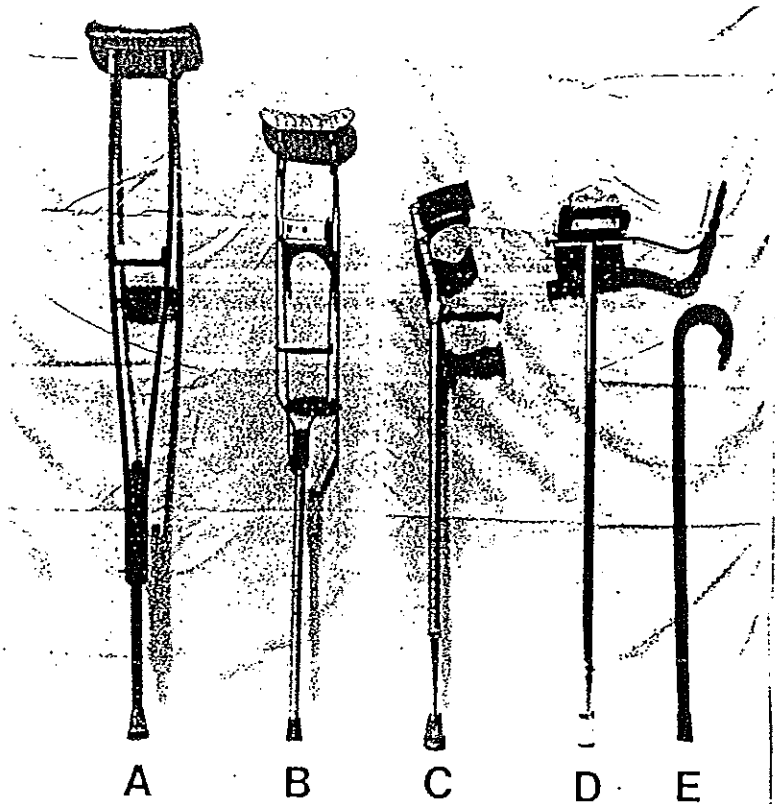
Climate. In extremely hot weather, the driver needs to monitor temperature gauges, shifting to neutral if traffic is at a standstill. As the air conditioner puts an extra load on the engine which will contribute to overheating, it should be turned off. In cold rainy weather, the driver should depress the brake periodically to make sure that the brakes are not wet or frozen. If the temperature drops quickly after a rainfall, the driver should watch for icy spots on the road, especially on overpasses. The primary consideration in varying temperatures is that the vehicle be protected from overheating or other breakdown and from accident. Passengers become very vulnerable to accidents from secondary collision by other vehicles, or to exposure to the weather while sitting in an inoperable vehicle.

Hills. When approaching hills, the driver watches for heavy trucks which often approach upgrades at excessive speed, adjusting the vehicle speed as necessary. When negotiating an upgrade, the driver should be aware that some vehicles slow down, and be prepared to be with traffic. As the crest of the hill is approached, the driver the driver slows down to compensate for the limited sight distance ahead, being prepared for meeting oncoming vehicles or other dangerous situations.

In negotiating downgrades, the driver checks the rearview mirror to make sure that following vehicles have not accelerated excessively. When sharp curves and hills are combined, the driver should be prepared for vehicles which may cross the center line between lanes when taking a curve.

Wind. When driving in a crosswind, especially in areas where the highway has many cuts and fills, the driver needs to be prepared for sudden wind changes when emerging from a cut where the vehicle is protected to a fill where the vehicle is subjected to the full force of the crosswind. The large side areas of vans and buses make this very important. If the wind carries sand and other debris, the windows should be closed to protect the passengers.

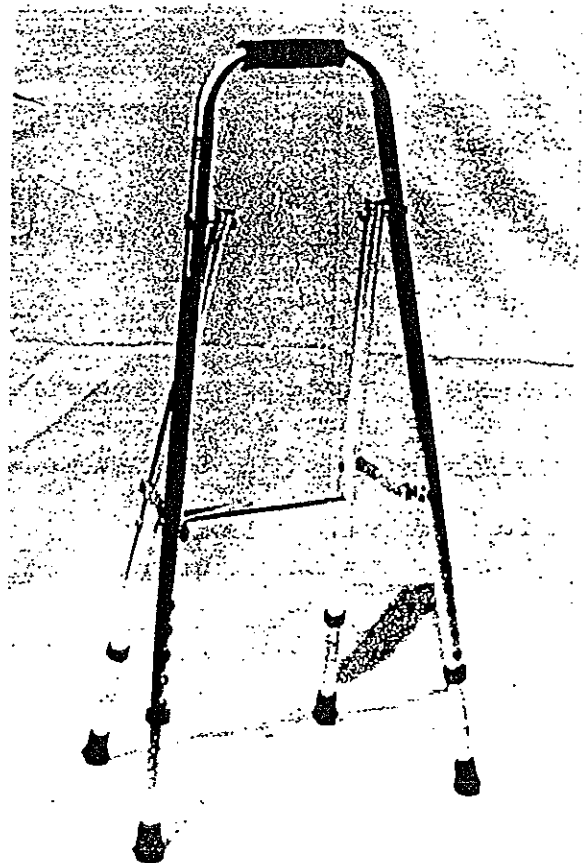
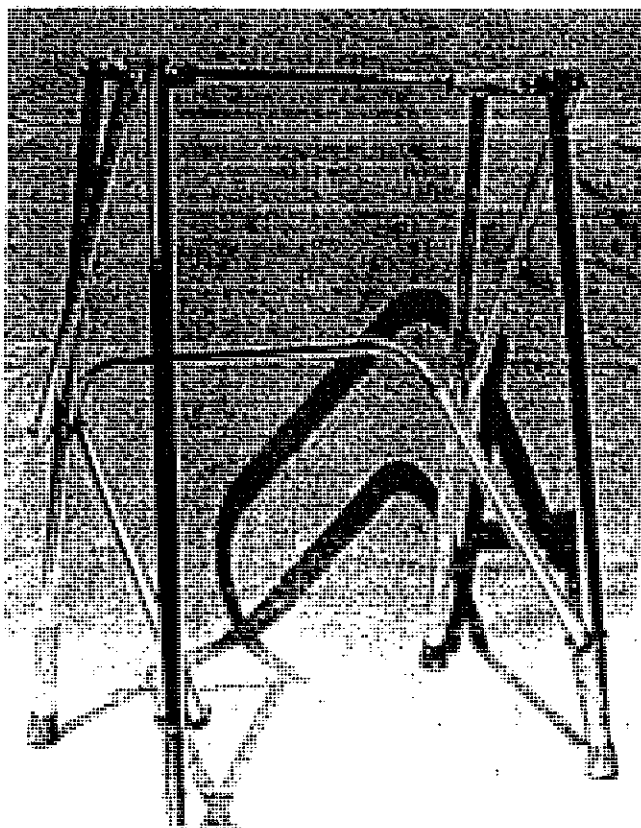
Crutches



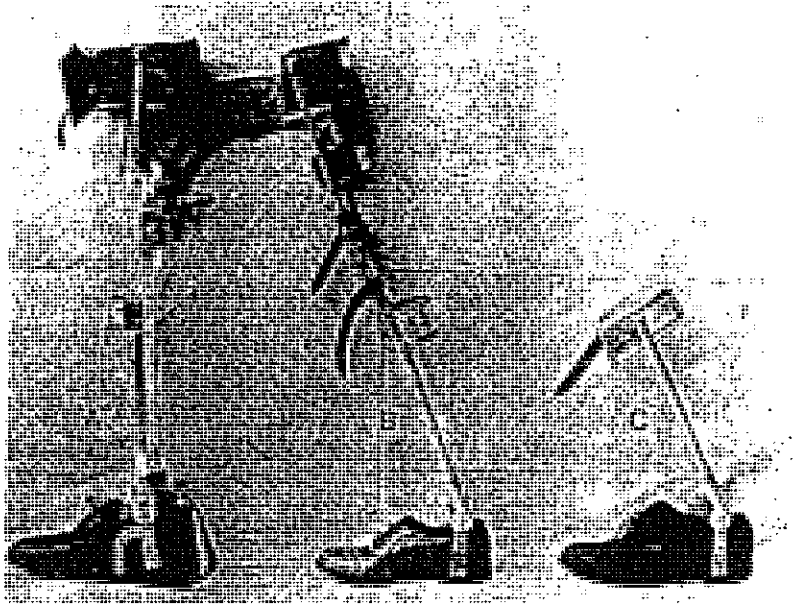
Various examples of crutches and canes

A. Underarm crutch; B. Fullarm crutch with underarm support; C. Adjustable forearm crutch; D. Platform crutch (variation of forearm); E. Cane

Walkers

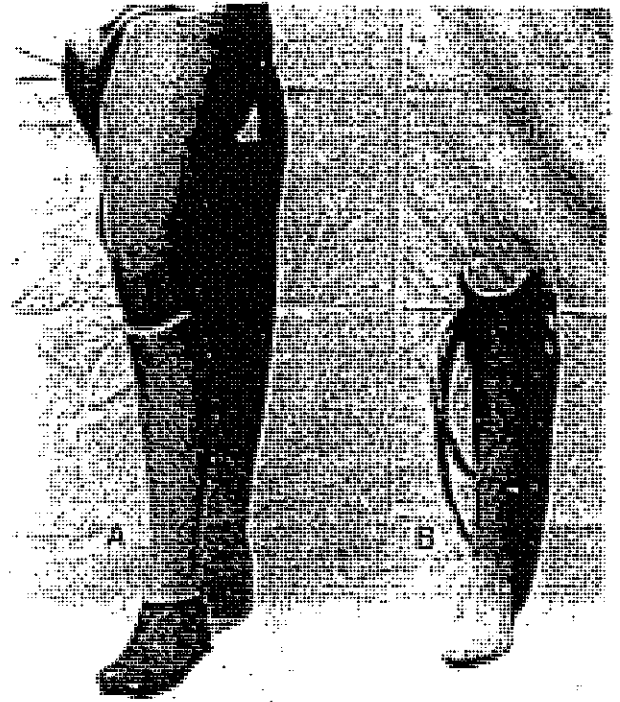


Prostheses (artificial limbs)



Standard leg braces

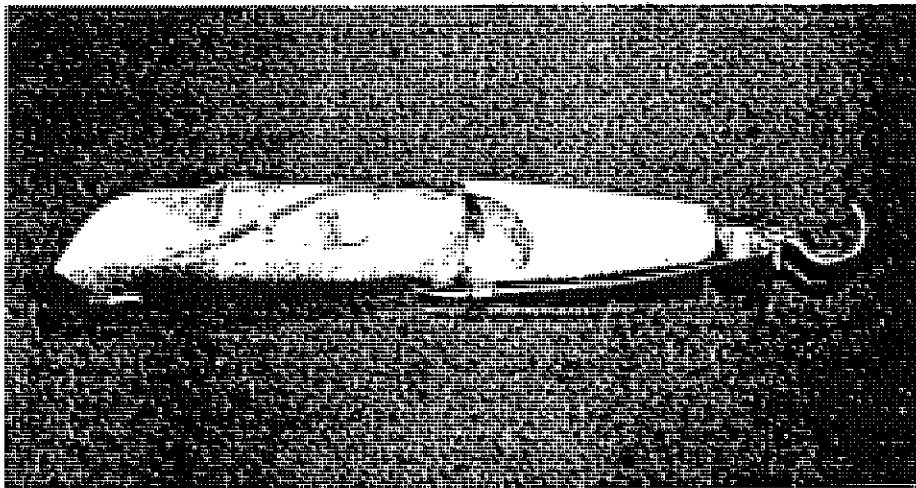
A. Long leg brace with ring lock; B. Long leg brace with drop lock;
C. Short leg brace



Leg prostheses

A. Above the knee;
B. Below the knee

Arm prosthesis

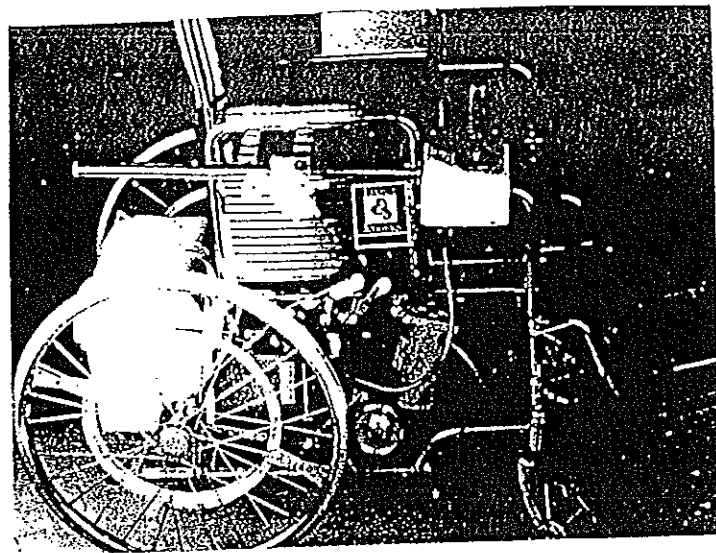
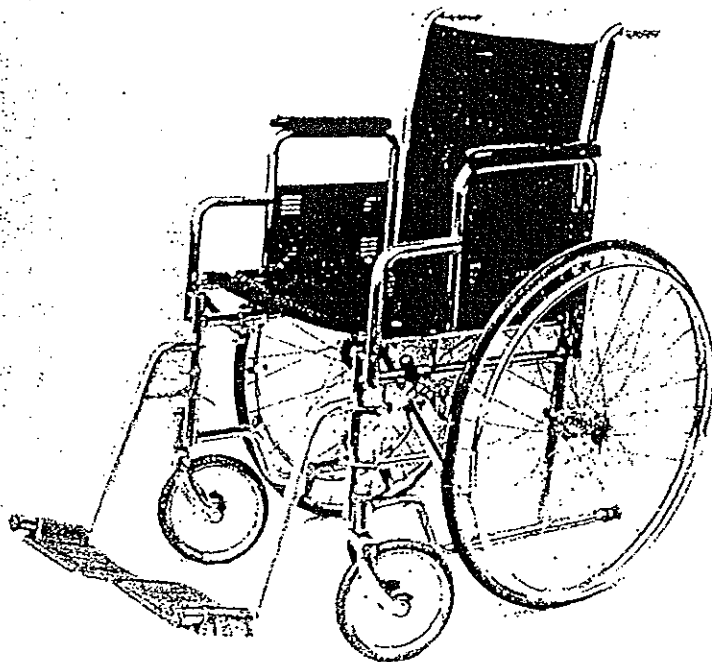


Arm sling

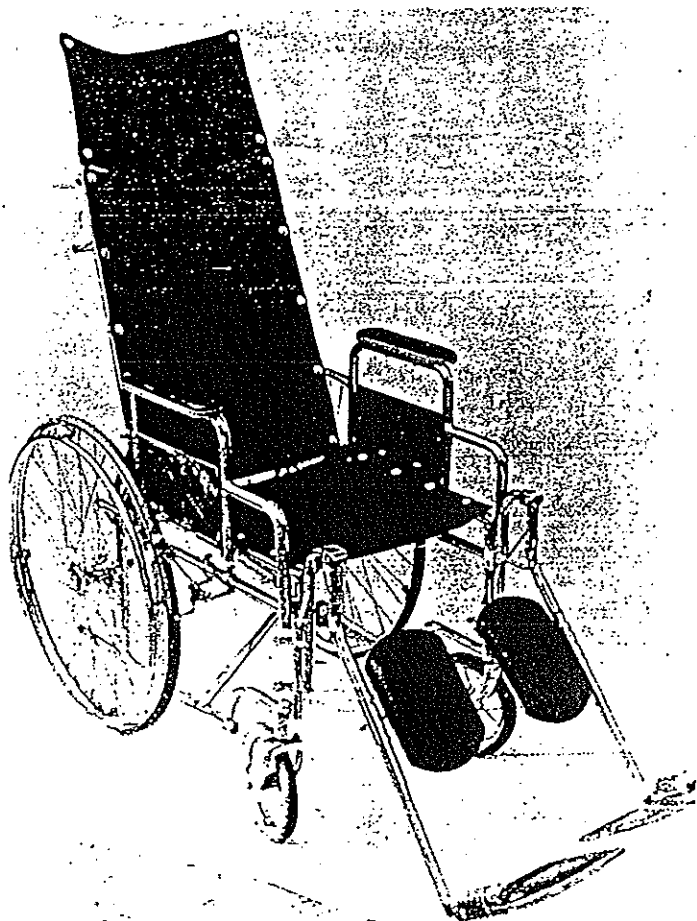


Wheelchairs

Standard folding wheelchair



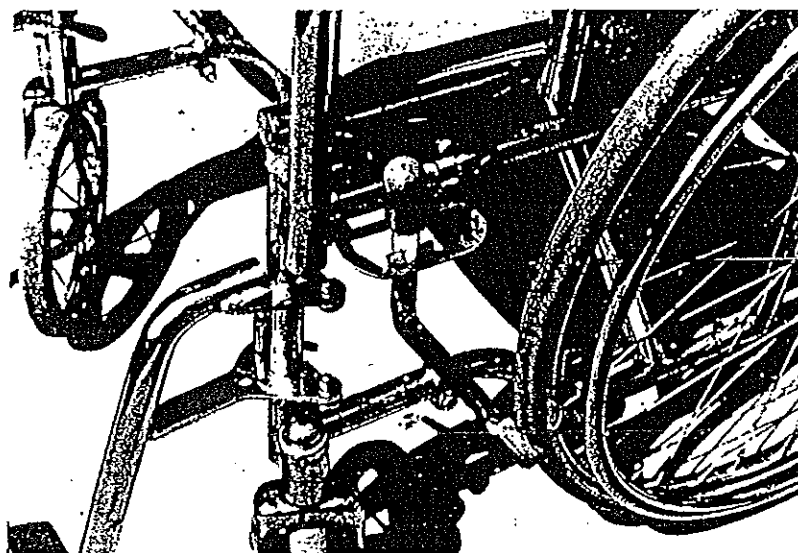
Electric Wheelchair



Reclining wheelchair

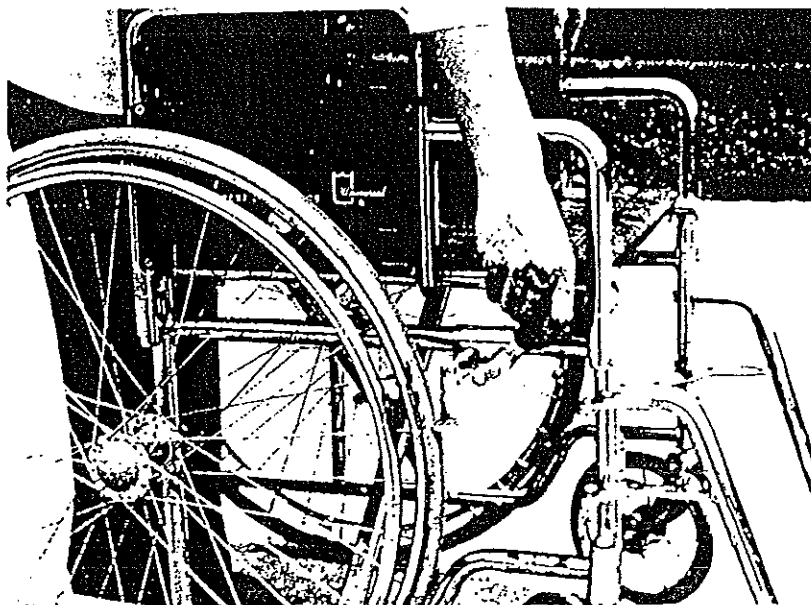
Amigo electric wheelchair





Ratchet type wheelchair brake

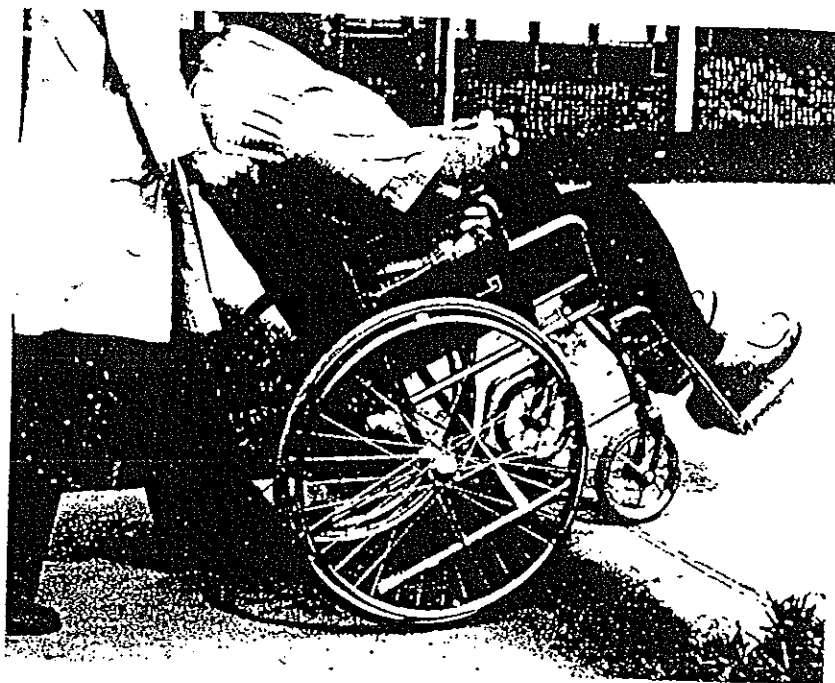
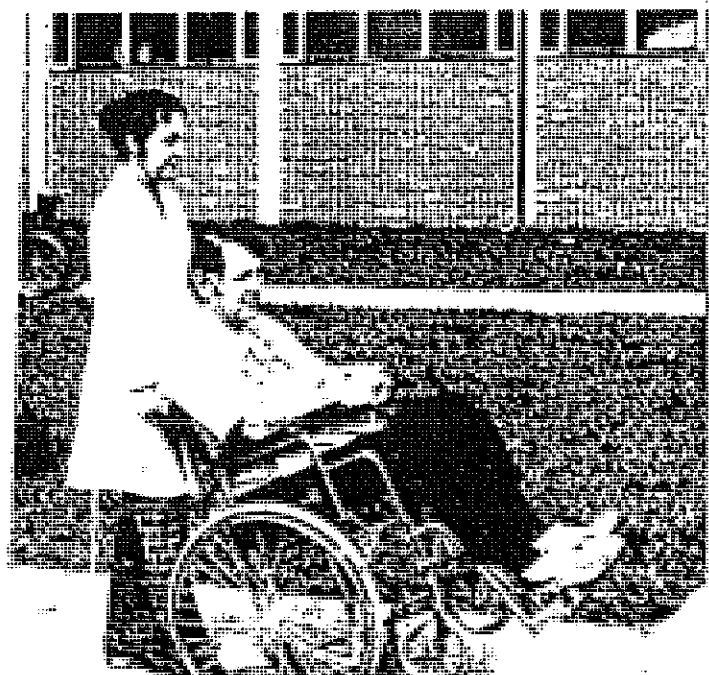
Compound lever action type wheelchair brakes



25 d

MOVING WHEELCHAIRS UP CURBS OR SINGLE STEPS:

Bringing the wheelchair to a tilted position



Front casters (wheels) clear of curb



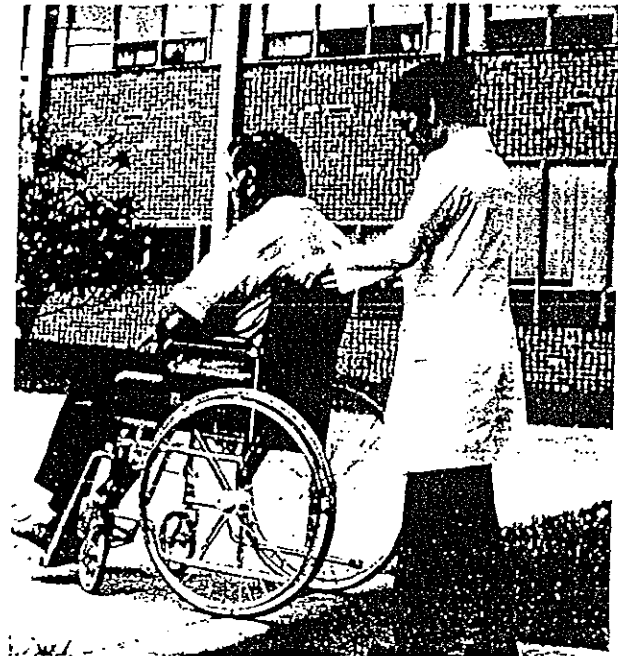
Both sets of wheels resting on ground during lifting of wheelchair



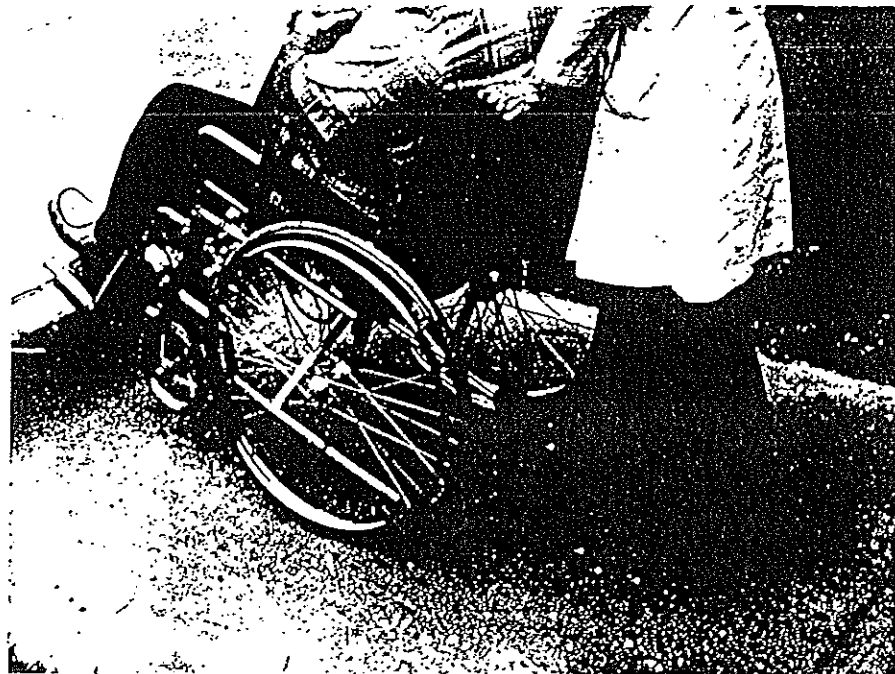
Set securely on ground in position to lift the wheelchair

MOVING A WHEELCHAIR DOWN A CURB OR SINGLE STEP:

Position of wheelchair to
move it down a curb or step
backwards



Clear footrests before lowering chair to ground



MANAGEMENT OF THE WHEELCHAIR ON MULTIPLE STEPS:

Chair positioned to be moved backwards up curb or steps with large wheels against the curb or step in preparation for tilting



Tilted position of wheelchair with weight balanced on large wheel. Wheelchair may be moved *up* or *down* from this position.

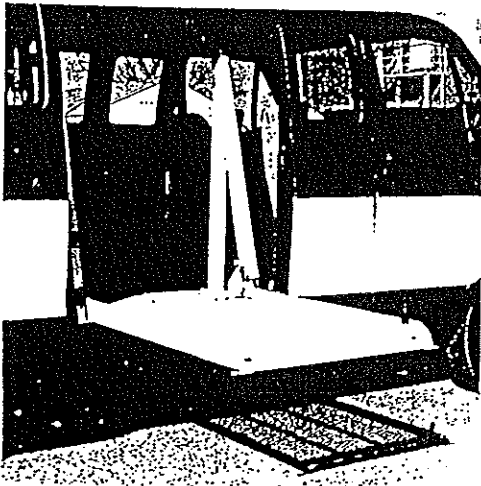


Do NOT lift wheelchair by wheels

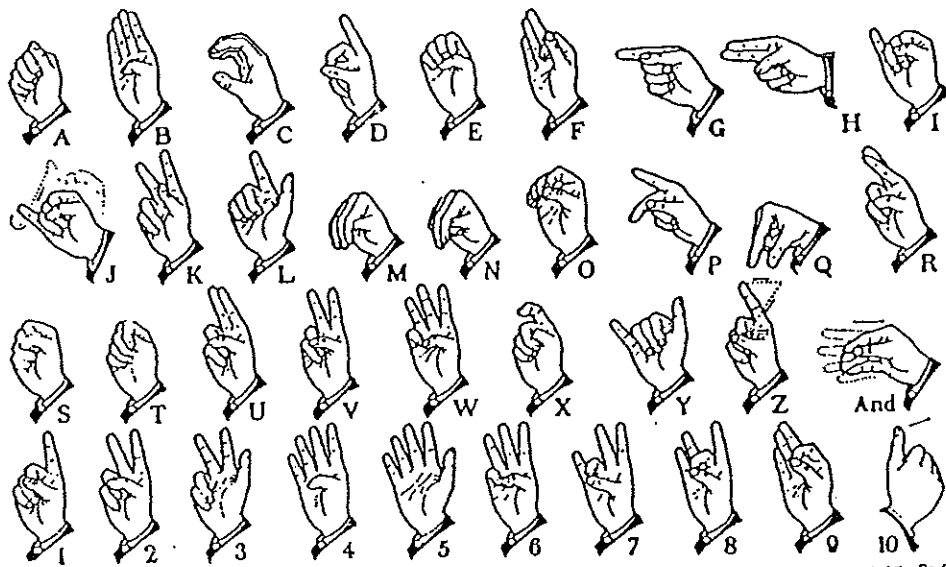
Do NOT lift wheelchair by armrests



Figure 35: Position behind wheelchair when moving passenger *up* or *down* ramps



THE MANUAL ALPHABET



—Design Courtesy of The Pennsylvania Society for the Advancement of the Deaf

THE MANUAL ALPHABET

Figure Courtesy of the Goodrich Center for the Deaf, Fort Worth, Texas.

SECTION IV: BASIC EMERGENCY AND ACCIDENT HANDLING PROCEDURES

Your passengers place their lives in your hands when they board your van. As a professional vehicle operator, you must have a thorough knowledge of the basic emergency and accident handling procedures to earn that trust.

THE RESPONSIBILITY IS ALL YOURS!

When there is an emergency involving your van, you are responsible for handling that emergency in a way that lessens the risk of injury or death to your passengers and to yourself.

These emergencies range from minor annoyances, such as a small disagreement between passengers, to life threatening situations, such as a fire or an accident. Sometimes a minor annoyance, such as a passenger dispute, can turn into a life-threatening situation if not handled properly by you, the vehicle operator.

In an emergency your responsibilities are many. In order of importance:

1. To protect yourself and your passengers from injury or death.
2. To keep your passengers as comfortable and as calm as the situation permits.
3. To protect your van from damage.
4. To protect yourself and your van property from fraudulent or excessive liability claims.

Eight basic emergency and accident handling procedures:

- 1. Keep calm.**
- 2. Protect the passengers and yourself.**
- 3. Reassure and assist your passengers.**
- 4. Obtain help.**
- 5. Protect the van.**
- 6. Report to dispatch.**
- 7. Do not admit guilt.**
- 8. Give details of the accident to the police and to supervisors only.**

Learn these steps thoroughly so that your reaction response will be automatic. The eight emergency and accident handling procedures can help to keep you calm and able to deal with an emergency or accident, even if you are frightened or nervous.

IV.A FIRE SAFETY

Fires on your van can occur as a result of electrical or mechanical malfunction, carelessness, or accident. Be alert at all time to the possibility of fire, and **be prepared** by knowing the precautions to take to protect your passengers if fire occurs.

1. **KEEP CALM AND IN CONTROL.** If you know what you are doing and give clear orders, your passengers will feel safe in following your lead. No matter how scared you are, appear calm and in control and your passengers will be less likely to panic and more likely to evacuate the van safely.

2. **BE ALERT TO SIGNS OF FIRE.** If you see flames or smoke or smell a burning odor, don't wait--check them out immediately. Advise Dispatch of your intentions. Never open hood if fire is suspected in the engine compartment--the more air you let in, the more it will burn. Use the fire extinguisher through the grill first, then slowly open the hood. Also check the tires.

3. **STOP THE VAN IMMEDIATELY IF THERE IS FIRE OR SUSPICION OF FIRE.**

Time is critical in a fire. Your life and your passenger's lives may depend on our finding the source of a fire before it leaps into flames or causes an explosion. **No fire can be treated as minor**--all fire are potential killers.

When you stop the van, as an experienced vehicle operator, you know that certain precautions must be taken:

1. Pull over to the side of the road.
2. Stop in a safe location;
 - don't obstruct traffic
 - don't stop in an intersection
 - don't stop on a railroad crossing
3. Set the emergency brake.
4. Turn off the ignition.
5. Evacuate the passengers.
6. Put on emergency flashes and set out reflectors.
7. Try to stop where you can safely evacuate your passengers, in a driveway or turnout.

4. EVACUATE THE PASSENGERS IF NECESSARY. Assist them in debarking as you usually do, but quickly!! Briefly state the emergency and the need for evacuation. Tell them that for their safety they will have to get off the van. Help them out and have a capable passenger or bystander keep them together as a group in a safe place out of danger.

Give clear direction.

1. Tell the passengers which exit or exits to use.
2. Tell them they must stay clear of the van after they have debarked. Warn them if there is a danger of an explosion.
3. Open only the doors needed to debark. Open doors and exits aid in the spread of fire.
4. Evacuate passengers in wheelchairs after all ambulatory passengers have left the van and are situated in a safe place. If possible, get bystanders to help. Remove passenger from their wheelchair if possible and exit the van, being careful not to add to or create any injury.
5. If there are passengers left on the van and they cannot leave on their own, carry them off. Leave them **only** if:
 - You will further risk injury to them by moving them **and** you feel confident that the existing danger can be handled.
 - You are not strong enough to carry them off and cannot get help.
 - Your life is in danger.

5. CALL FOR ASSISTANCE. If you have a two-way radio, call Dispatch. If not, send the most trustworthy passenger or passerby to a phone to call 911, the emergency number. To make sure that you receive help as quickly as possible, when calling Dispatch, give:

1. the location and number of your van.
2. the type of help needed--fire department, ambulance, tow truck.

If you have to send a passenger, be sure he or she knows what information to give. Write the number to call and the information if possible.

6. USE THE FIRE EXTINGUISHER IF YOU CAN PUT OUT THE FIRE YOURSELF.

7. ASSIST THE INJURED, if any. Keep them:

1. Lying or sitting down, no matter how slight the injury.
2. Comfortable and warm.
3. Talking. Get another passenger to stay with them if you must leave.
4. Do not allow the passengers to take any food, drink, or medication.

8. KEEP PASSENGERS CLEAR OF THE BUS AND IN A SAFE PLACE.

9. DO NOT RESTART THE VAN UNTIL CLEARED BY DISPATCH TO DO SO.

IV. B In case of an ill passenger

ILLNESS STRIKES ANYWHERE---EVEN ON A VAN

Each passenger on your van is equally important. Every passenger depends on you. Other passengers will accept some inconvenience if it is to help someone in need.

Caring for an ill passenger

1. Determine whether the passenger needs help or can continue to travel on the van. To do so, you will need to stop the van as soon as you safely can.
2. Try to find out what is wrong if the passenger says he or she needs help.
3. Call Dispatch for an ambulance on your radio, or send a passenger to call by phone if you can't get through to Dispatch.
4. Wait for the ambulance.
5. Inform the other passengers of the reason for the delay and the probable length of the delay.
6. Be alert to first aid needs. If there is a need before the ambulance arrives administer first aid.
7. Keep any injured passengers warm, comfortable, and talking, to help with the possibility of shock.
8. **Do not give** passengers any food, drink, or medication.
9. If your radio is not working, you may send a passenger or passerby to notify Dispatch of the delay.

Be sure to give Dispatch or the ambulance squad an idea of what is wrong with the passenger when you call, so that the ambulance attendants can be prepared to deal with the emergency. Do not attempt to drive to a hospital or doctor unless directed to do so by Dispatch.

If a passenger is unconscious:

a. Check the passenger's wrist and neck for pulse, and to see if there are medical warning tags. These tell whether a person has an illness, such as epilepsy or diabetes; whether that person needs special treatment, such as nitroglycerin or adrenaline pills; and if they should not be given certain medicines, such as penicillin. Follow the directions if you find medical warning tags.

b. Show the ambulance attendants any medical tags you find, or share any information you have on the passenger's medical status.

IV.C Use of the Six Emergency and Accident Handling Procedures in Case of a Vehicle Accident

There are many kinds of accidents, each with many responsibilities:

1. Between your van and a moving vehicle,
2. Between your van and a stationary object,
3. Between your van and a pedestrian or bicyclist,
4. To a passenger on your van, or boarding or deboarding your van,
5. In the vicinity of the van without direct involvement of van.

If there is an accident, your responsibilities are the same as mentioned earlier:

1. Keep your passengers and yourself from further harm.
2. Keep yourself and your van property free from unjust or excessive liability claims.
3. Keep calm and assist your passengers.

Handling an accident to provide maximum protection for your passengers, yourself, and JDA

1. Stop the van.
2. Protect your passengers and yourself from any hazards created by the accident.
3. Check for fire and act accordingly.
4. Check for injured passengers.
5. Evacuate the van if necessary,
6. Call for assistance.
7. Inform your passengers of the situation, what actions you have taken, and how they will be affected.
8. Assist the injured.
9. Set out flares or reflectors to the side and rear.
10. Give the police and the other driver only the required information.
11. Do not admit blame.
12. Fill out an accurate and complete accident report and submit within 24 hours after the accident to your supervisor.
13. Give your supervisor all the information required for the company to support your account of the accident.
14. Take a break and collect yourself before continuing on.
15. If there are media at the scene, check with Dispatch immediately for instructions.

Steps to deter unjust liability claims.

1. Do not move the van unless required to do so by police or for safety.
2. Do not give any information other than your name, your bus number, and JDA's address and phone number.
3. Talk in a voice that cannot be overheard when speaking to Dispatch or your supervisor over the radio or in person: it is better to use the phone.
4. Do not admit guilt. You may be upset if you have had an accident, and without thinking presume that you made a mistake. Thinking back later, you may realize that you did not. You would find it very hard to counteract the statements of witnesses in court who said that they heard you admit to blame.
5. Do not criticize JDA's equipment or rules, except to a supervisor. Someone overhearing criticism could bring suit against the property or company for negligent in protecting the public.
6. Do not say that you will contact anyone directly regarding damages or injuries. Your supervisor has that responsibility.
7. Complete an accurate accident report. Be sure to get the license and vehicle registration numbers of any other drivers involved. Also get the names and badge numbers of any police who assist you; the names and company of the ambulance company who assists you; and their reports, files, or case numbers. Every space on an accident report form must be filled out.

IV.D How to Handle a Mechanical Breakdown

1. Stop the van safely, pulling over to the side if possible.
2. Put on emergency flashers and set out flares or reflectors.
3. Check for the cause of the breakdown. If it can be taken care of without having to do the work of a mechanic, do so; for example, turning off the air conditioning might enable you to get up a steep hill. If you cannot correct the problem, carry out the next steps.
4. Check for fire and evacuate the bus if any danger exists.
5. Call Dispatch to request a mechanic, a relief van, and a fire engine if needed.
6. Explain the delay to your passengers and give them an idea of the length of time involved.
7. Do not move the van or bus until cleared to do so by the police, a supervisor, or a mechanic.
8. Consider the comfort of your passengers, open windows, ect. Do not allow passengers to leave the bus unless it is broken down in a dangerous place and/or there is a safe area in the immediate area in which to wait.

SECTION V: JDA PROCEDURES

The transportation services as part of Jovenes De Antaño are governed by JDA personnel policies and procedures. In all cases, the following policies and procedures are consistent with those governing the agency.

V.A JDA Tranfer Policy

It is the policy of JDA transportation services, in transporting eligible clients, to transfer such passengers from wheelchairs to van seats only under the following conditions:

1. When there is **no available wheelchair space** on the van;
2. When the client is **consenting** and **willing** to participate in the transfer;
3. When the client is certified transferable, that is;
 - a) able to stand, support their own weight, and be able to ambulate approximately three feet,
 - b) the driver will only provide balance and support, and not have to physically lift the client,
 - c) trained professional or aide is available at the destination to assist and receive the transferring client.
4. That transfers be limited to controlled environments such as the Nutrition sites, Adult Day Care, and Dialysis. In private situations such as homes, it is preferable to transfer only when a trained aid is present to help with the transfer, and where there are proper ramps, bannisters, etc, to facilitate standard safe operation procedures.
5. Drivers should use their discretion in declining to transfer previously certified clients, if to do so under existing conditions would compromise the client or the driver's physical condition, or would otherwise be inappropriate. Thereafter, driver should request a review from the Scheduler or Dispatch of the previous certification.
6. Clients in the controlled environments mentioned in #4 should be certified by the medical professional at that site.
7. In other private situations or homes without a medical professional on site, a trained aide shall be present and a client must have signed certificate stating their transferability from the attending physician.
8. To ensure the physical safety of both client and driver, all JDA drivers will participate in a training program designed to train them on proper transfer techniques and practices, including how to respond to unusual situations.
9. The Scheduler or Dispatcher will monitor the number of clients requiring transfer and, if necessary, limit their numbers to assure timely service on all routes.

Certification for transferability

1. JDA will provide the certificates to personnel within the controlled environments: Nutrition sites, Adult Day Care, Dialysis and private situations where a medical professional is present.
2. These certificates shall be signed by medical personnel and kept on file by the JDA office.
3. Request for review for certification can be made to Dispatch by the van driver.

CERTIFICATE OF TRANSFERABILITY

This is to certify that _____ may be transferred from a wheelchair to a van seat in that they are able to stand, support their own weight and be able to ambulate with assistance approximately three feet without compromising their physical condition.

Date _____ Signed: _____
Title: _____

V. B Radio Communications

The two-way radio in your van is there to improve transportation services for your passengers and to help you perform your job better, with greater ease and safety. It is a piece of technical equipment whose operation is strictly regulated by the FCC, the Federal Communications Commission.

The ability of the base station and the vans to communicate with each other will improve our service and the efficiency of the operation. The radio is the most efficient way to transfer information rapidly. Use your radio to report:

- Heavy traffic or hazards
- Equipment breakdown
- Accidents
- Any events needing police, fire or medical assistance
- Schedule adherence problems
- No-shows and/or escorts
- Any circumstances in which you are in doubt as to the proper action to take
- Detour information
- Assignments and changes in schedule while enroute

RADIO CHECKOUT AND BREAKDOWNS

After checking out your van, while it is warming up, check your radio.

1. Turn radio switch to on position. Indicator light should be on.
2. Adjust squelch control.
3. Adjust volume level while squelch is sounding.
4. Take a mike, push button and release, to see if you hear a carrier sound from the repeater. On G.E. radios, the red light should come on while transmitting.
5. Call base for a radio check.

Radio breakdowns

Breakdowns, such as failure to transmit or to receive, or presence of static that interferes with the reception, should be reported immediately to Dispatch, who will advise a course of action. Prior to reporting malfunction, you should make sure the radio is turned on, the volume up, and that you are not in a 'dead spot' where your signal is blocked by obstacles. If your transmission is blocked, move your van to another location.

Transmission procedures

Before you begin to transmit, think before speaking, plan what you will say, and be as brief as possible.

1. Remove the mike from its cradle.
2. Check to see if the air is clear before you transmit. If you have an emergency you may break in.
3. Press mike button, transmit call to base, release button, and wait for a reply. Remember, no one can use the radio frequency while you transmit.
4. If you don't receive a reply in 30 seconds, try again.
5. Get your message acknowledged and make sure you acknowledge any messages to you.
6. After you receive acknowledgement, speak directly into the mike in a moderate tone of voice. Speak slowly and distinctly.
7. If you are asked to repeat a transmission because you are not being understood, speak more slowly and distinctly, not louder.
8. Keep messages as brief as possible, using the 10 code.
9. Do not use slang or jargon.
10. Recite addresses digit by digit. Example: Read 1234 as "one-two-three-four." If asked to repeat, recite it "twelve thirty four."
11. Remember to let Dispatch know, using the appropriate 10 code, whenever you leave the van for any length of time, and when you return to it.
12. Clear the air when the conversation is complete. Example: "720 clear" or "Base clear."
13. Remember to shut off your radio when you go off duty.

The Ten Code

The 10 code is a number identification system and is designed to save time and afford clarity. It is important to memorize and use it.

10-1	Receiving poorly
10-2	Receiving well
10-3	Temporary out of van
10-4	Message received
10-5	Relay to _____
10-6	Busy, stand by
10-7	Out of service
10-700	Out to lunch
10-8	In service
10-9	Repeat
10-10	Off duty
10-13	Advise road and weather conditions
10-19	Return or report to _____
10-20	Your location
10-21	Telephone base or other location
10-22	Disregard last transmission or assignment
10-23	Stand by
10-34	Trouble at this station, help needed
10-36	Correct time?
10-37	Tow truck needed at _____
10-38	Ambulance needed at _____
10-42	Traffic accident at _____
10-43	Traffic tie up at _____
10-70	Fire at _____
10-200	Police needed at _____
10-300	Passenger loading problems

V.C Passenger refusals

From time to time passengers will be scheduled for service that you feel should not be given a ride. If this occurs, you should radio Dispatch immediately, or use the telephone. Drivers do not have the authority to refuse service to anyone, but by calling the office and stating your concerns to either Dispatch, the Operations Manager, or the Division Director, a decision will be made.

Below are some examples of situations that may require assistance from office staff:

1. You arrive at a new passenger's home who uses a wheelchair to find that there are six steps to the porch. Agency policy states that three steps are the most you can move a wheelchair up or down. You call the office so that a note may be made on the passenger's registration card; the office will instruct you to follow policy; you inform the passenger that you cannot provide a ride. If the passenger has questions, ask them to contact the office.

2. You find a passenger who lives alone and is not really able to care for himself, has an offensive body odor. At an appropriate time, inform the office; staff will help solve your problem and help the passenger as well.

V.D JDA Fares Policy

JDA Transportation Services is funded largely by Transportation Development Act money, and requires what is called a fare box match. The amount of the fare collected from those who ride JDA Transportation Services is written on the daily schedule. The driver should ask each passenger for their fare. However, some passengers will not be scheduled to pay a fare, and no one will be denied a ride if they cannot pay their fare. Some passengers prefer to periodically mail a check to the office rather than carry change. The driver notes on the schedule any differences between what is scheduled and what is actually paid.

All other programs are funded at least in part by Older Americans, Act money. The Act prohibits charging for service, but we may collect donations.

All donations or fares are put into envelopes and placed into the boxes on each van. JDA drivers then bring their donations into the office daily and put them into the money box to be deposited. The Operations Manager collects donations from the other vans.

V.E No Shows (for individually scheduled rides on vans)

Clients who do not want a ride as arranged are asked to call the main office to cancel their ride. A No Show occurs when a client does not call to cancel the ride and is either not at the specified pick-up location, or is not ready to be picked up and is unable or unwilling to accept the ride as arranged.

No Shows cost JDA money and deprive others of needed rides. JDA keeps records of all No Shows. After three inexcused No Shows, the client will no longer be provided service unless they pay the full cost of the ride or \$7.00, whichever is less. After three successful paid 'Shows' the passenger is returned to regular status.

After each No Show, the driver leaves a door hanger on the passenger's door explaining the No Show policy. After three No Shows, the passenger is contacted by phone and the policy described above implemented.

At the Dispatcher's discretion, a No Show may be excused. Passengers are given the benefit of the doubt. Valid excuses include: being admitted into the hospital; being a resident of a skilled nursing facility and therefore not responsible for cancelling the ride; and being confused.

V.F. ASSISTING PASSENGERS ON AND OFF VANS

GENERAL POLICY

The participants who use JDA for transportation are either wheelchair or ambulatory people who are mostly elderly. **All wheelchair passengers are to be assisted on and off the van by the driver.**

The majority of ambulatory passengers we transport are unsteady, frail and sometimes confused. With these passengers, there is always the danger that without assistance from the driver they might injure themselves. Therefore, it is **required** of all drivers to assist all passengers on and off the van.

Drivers are required to provide door-to-door assistance, as needed, to all clients. Drivers are not to go to the passenger's rooms and help get dressed or get into the wheelchair. In addition, drivers are not expected to track down the passenger's medical papers; they need to be ready for you.

Upon arrival at the appropriate station, ask the passenger for his/her medical papers, or any other necessary items, and wait only five minutes for these items if they are not ready. Notify Dispatch when you begin your five minute wait. If the passenger, or their paperwork, is not ready within five minutes of the scheduled pick up time, radio the office for instructions.

TRANSPORTING LOADED WHEELCHAIRS UP AND DOWN STEPS

Handling wheelchairs with heavy participants up and down steps can result in injury to the driver. **Drivers are not to take a loaded wheelchair up or down more than three steps or if the total height of the steps exceeds 2 feet.** The portable ramps should be used on two or three steps. If the job cannot be accomplished within these guidelines, or the driver has any doubts, notify Dispatch immediately for further instructions.

LOADING AND UNLOADING PASSENGERS AT THE ADULT DAY CARE

When a driver brings a participant to the Adult Day Care Center in the morning, the driver must check with day care staff for messages and a new schedule. For pick up at the day care center in the afternoon, drivers should arrive a few minutes early, with their order of loading list, and should again check with the day care staff for messages, ect.

An incident is any situation involving passengers that normally does not result in an injury to the driver or damage to the van. In the event that a passenger is involved in an incident, the appropriate emergency procedures described elsewhere in this handbook should be followed. The Incident Report form should be completed and returned immediately to the Operations Manager.

If during the course of the work day the driver is injured, the Staff Injury Report form should be filled out and returned immediately to the Operations Manager, advising Dispatch immediately of the injury. If first aid or medical follow-up is necessary, Dispatch will advise the driver as to the proper procedure. Specific questions about Worker's Compensation Insurance should be directed to Personnel.

V.K Dealing with Problem or Abusive Passengers

ON SITE PROBLEMS (Adult Day Care, Meal Sites, ect.)

If any passenger is behaving in a difficult or inappropriate manner to the extent that the driver feels the behavior is creating a problem, the driver needs to:

1. Immediately inform the on-site staff and work with them to solve the problem. If those involved cannot agree on how to solve the problem, or the problem appears unsolvable, the driver should immediately contact the JDA office for instructions.
2. If the problem involves an immediate threat to the health of the passenger, the driver should use the knowledge gained through CPR or First Aid training to assess the situation and take the appropriate action. Both the on-site staff and the JDA office should be notified ASAP.

OFF-SITE PROBLEMS (on board vehicles)

If any passenger is behaving in a difficult or inappropriate manner to the extent that the driver feels the behavior is creating a problem, the driver needs to:

1. Notify the site staff at the receiving end and follow #1 above.
2. If the problem is urgent, that is, if the passenger is becoming a threat to others (i.e. hitting, throwing things, etc.) contact Dispatch by radio. Office staff will work with the site staff to provide the driver with assistance.
3. If the assistance provided in #2 above does not work to solve the problem site staff may meet the van and remove the passenger. If the situation requires more immediate action, the appropriate emergency service will be contacted (fire, police, ambulance). The on-site staff will determine how best to provide transportation for the problem passenger in the future.

Again, if the situation involves an immediate threat to the health of the passenger, the driver should use the knowledge gained during training to assess the situation and to take appropriate action. The driver notifies the JDA office by radio or phone as possible. The JDA office will in turn notify the on-site staff.

V.L Policy for Return from Leave of Absence

It is the spirit of this policy to foster and maintain ongoing beneficial relationships between each driver and the participants s/he serves on a particular route. Therefore, when an employee returns from an approved leave of absence, the division Director shall, when possible and in accordance with funding guidelines and service needs, reinstate the employee to the route(s) assigned at the time the leave was taken. If reinstatement to the previously-held route is not possible, the Director shall inform the employee of the reasons in writing prior to his/her return to work.

V.M Passengers with Communicable Diseases

STATEMENT OF PURPOSE

It is the goal of JDA to provide rides for all clients in the safest and most human way possible, at the same time ensuring the protection and safety of drivers, other passengers, and the general public.

A communicable disease is a contagious disease; that is, a disease that can be transmitted from one person to another. Some communicable diseases are relatively minor and some extremely serious. The transmission can occur in one of three ways:

1. By direct contact with the infected person, by ingestion of infected food or by infection of an open skin wound.
2. By indirect contact with contaminated objects, such as clothing from an infected person.
3. Through the air.

These procedures detail under what circumstances and in what manner rides will be provided to clients with communicable diseases.

SCHEDULING PROCEDURES

Information from passenger

At the time a client first contacts JDA to become eligible for service, they are asked a number of questions about their needs, they are asked a number of questions about their needs and capabilities. They will also be asked if they have any communicable diseases, and if so, which one(s).

Information to driver

All pertinent client information will be noted on the daily Schedule in code, and passed onto the drivers. In the case of communicable diseases, drivers will be informed of the disease so that they can take appropriate precautions, as detailed below.

PASSENGER PRECAUTIONS

Proper Dress

JDA encourages all passengers, especially those who are responsible for passengers and providing for their care, to ensure that passengers are dressed properly for their ride. This means that during cold and wet weather, passengers are dressed warmly and given protection from the rain. JDA vans are equipped with large umbrellas, but that alone can not always provide enough protection from the rain. Proper clothing is an important way to protect passengers from contracting such communicable diseases as pneumonia and influenza.

Medication

It is equally important that those responsible for the care of passengers insure that they receive any medication that may be required. It is not part of the JDA obligation to provide medication, however, it is important that JDA be aware of any medication that passengers are taking in case an emergency arises during transport.

DRIVER TRAINING

An important aspect of preventing the spread of communicable diseases is the training all drivers receive in procedures to protect themselves. JDA also provides drivers with the necessary equipment they need to protect themselves and other passengers from infection.

Driver precautions When it is known in advance that the passenger has a communicable disease, preventative measures can, to a great extent, protect the driver and the other passengers.

Driver precautions When a driver comes in direct contact with a passenger who has a communicable disease, one the most effective and simple ways to prevent transmission of the disease is for the driver to wash his/her hands immediately following the contact. This can be done with soap and water, cream soap, and wipes, or other disinfectants. JDA will provide driver with the necessary equipment.

Cleaning wheelchairs Wheelchairs or other equipment carried on the JDA vehicles may also be exposed to persons with communicable diseases, and may then need to be disinfected as well. Every JDA vehicle should be equipped with the necessary supplies, and if it becomes necessary to do this, the driver should immediately notify the office staff, who will make sure that the driver has sufficient time to complete the cleaning. This may mean that scheduled rides for that vehicle need to be transferred, postponed, or rescheduled. Drivers should wear disposable gloves while doing the cleaning, and dispose of the gloves immediately after the cleaning.

EQUIPMENT PRECATIONS

First Aid Kits A second first aid kit should be placed on each van that contains disposable gloves, soap or cream soap, disinfectant, absorbant powder, etc. The first aid kit should be securely attached to the van, with no chance of it being lost, misplaced, or becoming a projectile in an accident. It is the duty of the Operations Manager to restock the kits whenever necessary, and it is the duty of the drivers to check the kits and notify the Operations Manager when the kits need restocking.

Disinfectant A liquid disinfectant, either commercially manufactured or a mixture of water and bleach, should be kept on all vehicles at all times. Rags are also available.

Gloves Disposable gloves should be available on the vans at all times. Drivers should wear them whenever they come into contact with a passenger who has a communicable disease that may be transmitted by direct contact.

Gloves should also be worn whenever drivers need to clean up any spills of bodily fluids, whether or not the passenger has a communicable disease. The driver notifies the JDA office staff any time there is a need to use gloves.

Absorbant material Absorbant material, usually in powder form, is used to help clean up the spills of bodily fluids. The powder form, is available on all JDA vehicles at all times. A small broom will be carried in each van in order to sweep up any absorbant that is used.

Goggles, masks, aprons, etc. Disposable goggles, masks, and aprons should be kept in the JDA office, in secure bags. These should be checked out to drivers whenever a passenger who is known to have a communicable disease that can be transferred by direct means is scheduled to be carried. If these are unused, they should be returned to the JDA office.

Disposal bags Each JDA vehicle should carry a supply of leakproof disposable bags to be used when disposing of gloves, rags, etc. These bags may simply be thrown into the garbage after they are used. There is no danger of contamination.

VAN PRECAUTIONS

Cleaning the van Keeping vans clean will help prevent the spread of communicable diseases. All vans will be thoroughly cleaned during their regular servicing at the JDA vehicle maintenance facility. Between servicing, it is the driver's responsibility to keep the vans clean. When a van needs cleaning, the driver notifies the JDA office, and time will be specifically scheduled for cleaning without being pressed to squeeze cleaning into an already full schedule. Equipment to clean the vans will be kept at the JDA office.

Disinfecting the van After every exposure to potentially contaminated material, the vans should be disinfected. If an incident occurs, the driver immediately notifies the JDA office, and will then be given time to disinfect the van, with appropriate schedule rearrangement if needed.

Designation of vans for use by passengers with communicable diseases Vans will not be used to transport passengers who have communicable diseases until after the vans have been prepared. These vans should have only rubber mats covering the floors (not carpets), only vinyl upholstery on the seats, and fully stocked first aid kits and disinfectant supplies.

V.N You and Your Back

As a driver, your back is vulnerable to strain, fatigue and injury from several different sources.

To minimize fatigue while driving, keep your seat forward so that your knees are bent and higher than your hips. Keep your lower back flat against the back of the seat and change positions often. Avoid sitting far back from the wheel; stretching for the pedals and wheel increases lower back curve and strain.

Stretch during your breaks; clasp your hands behind your head and bring your elbows back, then bend forward until your back is horizontal. Relax during your breaks; let your shoulders and neck muscles go limp; swivel your head and let it drop all the way forward.

Half of all back injuries result from improper lifting. The work of a van driver involves assisting passengers that use wheelchairs and others who have physical conditions that require they be assisted in on and off the van. Although you have been instructed in the safe and proper way of transferring a passenger from a wheelchair into a van seat, there will be other occasions when you will be required to assist your passengers, using proper leverage and a certain amount of strength. For those instances where it is necessary to provide support to your passengers, use your legs and not your back, staying as close as possible to the person you are assisting. If you have to turn with a load, change the position of your feet, don't twist your trunk.

Poor physical condition, which includes poor posture, lack of exercise, and excess weight, may make your back even more prone to injury. Therefore, it is important that you give your back adequate support by building strong and flexible supporting muscles through a good exercise program.

V.O Scheduling Lunches

1. JDA personnel policies 1.10: Guidelines for Breaks and Scheduled Lunches:
(a) A paid 15 minute break for each four hours worked is required. (b) If an employee works 5 hours or less, s/he is entitled to one paid 15 minute break. (c) If an employee works more than 5 hours and up to 6 hours, s/he is entitled to an 1/2 hour lunch break. This lunch break may be waived by mutual consent of the employee and his/her supervisor. (d) If an employee works more than 6 hours, but less than 8 hours, a 1/2 lunch break is required. (e) Only those employees who work 8 hours are entitled to 1/2 hour lunch and two paid 15 minutes breaks.
2. Each daily schedule prepared for drivers by the JDA office shall include a lunch break, the time of which shall be duly noted. The lunch shall be for 1/2 hour, unpaid.
3. All lunches should fall between 11:00 am and 2:00 pm.
4. To ensure proper scheduling of lunches, time shall be blocked out in the schedule books.
5. If the scheduled lunches result in passengers being required to wait more than 45 minutes for their return trip, that passenger may be transported by another available agency vehicle and driver.

LUNCH TIME TRAVEL

1. Drivers are not expected to use any of their lunch time for travel from one scheduled pickup to another. The schedule should allow time for the driver to complete lunch and then get to their next pickup.
2. Drivers are not allowed to drive excessively in agency vehicles during their lunch. During the scheduled lunch, drivers may either drive to any lunch location that is between their last scheduled pickup and their next scheduled pickup, or to any other location no more than one half mile away. If there are not appropriate opportunities for lunch in that area, the driver should contact the office, let Dispatch know the situation, and ask to go outside the area for lunch. If a driver needs to drive elsewhere, such as for an appointment that can only be scheduled during lunch, permission must be received from the JDA office.

V.P. REIMBURSEMENT FOR PHYSICAL EXAMINATIONS

All drivers are required to renew their medical certificates every two years. Failure to do so will render the Class B license invalid. It is the employee's responsibility to renew the medical certificate in timely manner.

Once employed by JDA, the cost of renewing the medical certificate (the physical examination) will be paid by Jovenes de Antaño. Therefore physical exams for purposes of renewing the medical certificate may be obtained as follows:

1. The driver should contact the clinic, doctors, etc. and make an appointment. This appointment should be scheduled outside the employee's regularly scheduled work hours.
2. After the physical examination, the employee will be given an invoice by the medical facility. This invoice should be returned to the Fiscal Department at the JDA office, who will pay the JDA portion of the bill.

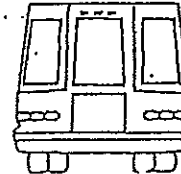
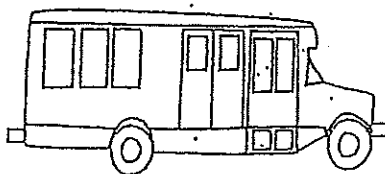
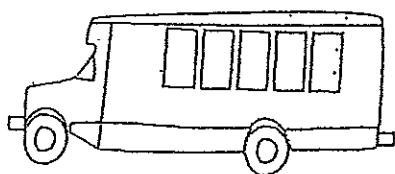
DAILY VEHICLE INSPECTION REPORT

Vehicle No.	Date	Driver(s) Name	Start Miles	Start Time	End Miles	End Time
		1.				
		2.				
		3.				

✓: Satisfactory ✗: Unsatisfactory Mid-Trip Inspection (Driver 2) only has to perform a walk around inspection. Only inspect items where a mark can be placed.

1	2	3	Inspection Item	1	2	3	Inspection Item
			TIRES AND WHEELS				INTERIOR
			Tire Condition, tread depth and air pressure				Clean
			Wheels and rims for cracks, rips, welds, or protruding objects				Seats and cushions secure
			Lug nuts tight, no excessive rust or damage*				All seats and securement belts complete, operational & secure
			ENGINE COMPARTMENT				2-way radio complete and operational - Radio Check
			Engine Oil*				Windshield wipers operational*
			Automatic Transmission Fluid*				Windshield washers operational
			Cooling System Level*				Horn operational*
			Windshield washer solution				Passenger door complete and operational*
			Brake Fluid Level*				Front & rear air conditioner complete and operational
			Power steering fluid level				Front & rear heater complete and operational
			Battery terminals clean, no corrosion				Defroster complete and operational*
			Under vehicle leaks				Valid registration present and visible
			VEHICLE GLASS				Valid proof of insurance
			Windshield has no chips or cracks				Other:
			Mirrors are complete and in good condition*				BRAKES
			Windows complete				Brake pedal feels good and stopping properly*
			Emergency windows complete and operable				Parking brake complete and operating properly*
			VEHICLE LIGHTING				STEERING AND SUSPENSION SYSTEM
			Headlights operational - High and Low Beam*				Steering wheel secure, no excessive play*
			All clearance lights operational and reflectors present				Gearshift mechanism tight and working properly
			Brake lights complete and operational*				SAFETY ITEMS
			Turn signals complete and operational*				First-aid kit, fully stocked and present
			Backup lights complete and operational				Triangle reflectors present and complete
			Backup alarm complete and audible				Fire extinguishers present, fully charged*
			Emergency 4-way flashers operational*				Vehicle accident packet present and accessible
			VEHICLE EXTERIOR/ENVIRONMENT				Body fluid kit present and accessible
			MDT antenna in place (if installed on vehicle)				WHEELCHAIR LIFT
			Vehicle height _____ feet and _____ inches				Lift free from leakage
			Check all doors for operation				Lift operating properly electronically
							Lift operating properly manually
							Lift interlock operating properly*
							# Lap Belts: _____ # of Tie Downs: _____
Next PMS due is:			Quarts of oil added:		Gallons of fuel added:		

Please explain in detail below any problems you are having with the vehicle and when the problems occur.



Any items with an * marked unsatisfactory must be brought to the attention of the Supervisor immediately. The bold typeface indicates items that place a vehicle out of service. I declare that I have properly performed a vehicle inspection on the vehicle indicated above and have inspected and marked the inspection items, listed above, accordingly.

Pre-Trip Inspection Driver 1's Signature: _____

Driver 2 certifies that there have been no incidents or accidents with this vehicle since the above signed inspection.

Mid-Trip Inspection Driver 2's Signature: _____

Post-Trip Inspection Driver 3's Signature: _____

☐ Reviewed

☐ Noted for repair

☐ Could not duplicate problem

☐ Repaired

Technician's Signature

Technician Printed Name

Shop Manager's Signature

Shop Manager Printed Name



Jovenes de Antaño
Specialized Transportation Services
Monthly Service Report - June 2010

WEEKDAYS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County					
Senior Lunch					
Medical/Shopping Assistance					
Total					

WEEKENDS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County					
Total					

MONTH

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County					
Senior Lunch					
Medical/Shopping Assistance					
Total					

FISCAL YEAR TO DATE

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County					
Senior Lunch					
Medical/Shopping Assistance					
Total					

VEHICLE MILEAGE INFORMATION

Vehicle Number	Ending Odometer
729	
730	
731	
732	
733	
734	

ADDITIONAL INFORMATION

Service	Current Month	Year To Date
Lift Assisted Trips		
Unduplicated Passengers		
Turn Downs		
No Shows		
Cancellations		
Employee Hours		
Vehicles - Midday		
Vehicles - Peak		

NOTES

[illegible][illegible][illegible][illegible]

SENIOR LUNCH

[illegible][illegible][illegible][illegible]

MEDICAL/SHOPPING ASSISTANCE

[illegible][illegible][illegible][illegible]

JUNE**Vehicle #733**

Days	Elderly	Wheelchair Users	Disabled	Other Passengers	No. Service Hours	Service Miles
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						
26						
27						
28						
29						
30						
31						
Total	0	0	0	0	0	0

Total Days	
Ending Odometer	

Avg. Service Miles	#DIV/0!
Avg. Service Hours	#DIV/0!
Avg. One- way	#DIV/0!
Avg. Elderly	#DIV/0!
Avg. Wheelchair	#DIV/0!
Avg. Disabled	#DIV/0!
Avg. Other Passengers	#DIV/0!

Washing Schedule For Vehicles

Jul-10

Monday	Tuesday	Wednesday	Thursday	Friday
			1)	2)
5) Vehicle 731 & 734	6) Vehicle 733 & 744	7) Vehicle 735	8)	9)
signature	signature	signature		
12)	13)	14)	15)	16)
19) Vehicle 731 & 734	20) Vehicle 733 & 744	21) Vehicle 735	22)	23)
signature	signature	signature		
26)	27)	28)	29)	30)

* Interior Cleaning Done By Driver On A Daily Basis *

*Return schedule at the end of the month.

Medical & Shopping Assistance Program

You must be over 60 years old or disabled.

We can take you to:

- Doctor appointments
- Bank
- Grocery Store
- Pharmacy

There is a \$1.00 fee for a one way ride.

Call two days before your appointment or planned trip to the grocery store, pharmacy, or bank.

- Transportation is scheduled on a first come, first serve basis

- Wheelchair accessible vehicles

- Escort services are also provided

Funded by:

Area Agency on Aging of San Benito and Santa Cruz Counties

Council of Governments Local Transportation Authority



Member Agency,
United Way of San Benito County



*Jovenes de
Antaño*

SENIOR SERVICES



Transportation Services for San Benito County



831-637-9275

EXHIBIT E

Resume

Pauline Valdivia
700 C Street
Hollister, CA 95023
Telephone (831) 637-7711

PERSONAL DATA

DOB: July 28, 1943
Place of Birth: Hollister CA
Age 67
Marital Status: Married

QUALIFICATIONS:

- Experience in organizing and community work
- Administrator for 35 years.
- Knowledge of accounting procedures
- Over twenty five years of grant writing
- Experience in use of computers, data entry, word processing
- Experience of supervision of more than thirty employees
- Experience in working with various Board of Directors
- Experience in community advocacy participating in various Board of Directors for different agencies
- Experience in social work
- Hollister City Council three terms
- Bilingual/ Bicultural

EDUCATION:

- San Benito Joint High School graduated
- UCSC, an intensive training program in community organizing, which included needs assessments of the low income minority population of our area, through these efforts organized a Welfare Rights Organization in San Benito County.
- Gavilan College- One semester, creating writing.
- ENEP-Nutrition Education. Took an intensive training program in Community Organizing on how to reach the people in need of vital services i.e., food, shelter, transportation and other social services.
- RCFE Administrator's License
- CCLD Administrator's License
- Serve Safe Certificate/National Restaurant Association

WORK EXPERIENCE:

- 1990 to present, Jovenes de Antano (JDA) received the Congregate and Home delivered Meals program grants from the Seniors Council (AAA). As the Executive Director of JDA to administer all the programs that are operated by the agency.
- 1998-2000, Administrator, on a part time basis for the San Benito Health Foundation which is located in San Benito County.
- 1981-1990, Returned to San Benito County to continue to work with Food and Nutrition Services as the San Benito Coordinator for the Golden Age Program and as Executive Director working for Jovenes de Antano.
- 1978-1981, Was promoted by Food and Nutrition Services to Project Director for the Golden Age Nutrition Program, covered both Santa Cruz and San Benito Counties. I was responsible for the conduct and management of the elderly food program and administered sub-contracts to perform the delivery of service to various programs.
- 1974-1978, Was employed by Food and Nutrition Services as a Site Manager for the Golden Age Nutrition Program. At the time I was also employed by Jovenes de Antano as Executive Director for the Information and Referral Services, which included the development, implementation and administration of the program.
- 1971-1975, Was employed by San Benito County Consumer's Corporation as an outreach worker. The non-profit organization programs that I was involved and organized were the bulk food programs, USDA Supplemental food for Prenatal Mothers With Children, Hot School Lunch Program, Food Stamp, Outreach and Welfare Rights Organization. While employed with the agency I was also involved in the development and implementation of the Senior Citizens Nutrition Program in the County of San Benito.

CIVIC INVOLVEMENT: Board of Directors

- Hollister City Council 1998 to present
- Mayor for City of Hollister, 1999-2000 & 2004-2005
- Council of Governments, council member
- FEMA 1989 to present
- Chamberlain's Children Center, Inc. 1988-2001
- President of the California Association of Nutrition Directors, 1990
- Food and Nutrition Services 1978-1990
- Mexican American Political Association 1981
- Senior Legal Services 1990
- White House Conference on aging delegate Washington D.C., 1995
- San Benito Chamber of Commerce Citizen of the year 1998
- VI International Alzheimer Conference as delegate for our regional area, which held in Mexico City, 1990

ADVISORY COMMITTEES:

- San Benito Health Foundation
- Social Services Transportation Advisory Committee
- Discovery Center-Drug Abuse
- San Benito County Senior Legislative Coalition Committee
- Project SABER-San Benito County Library-Partnership for Change
- Second Harvest Food Bank

COMMISSIONS:

- Mobile Home Commission/ City of Hollister
- San Benito County Long Term Care Commission

1901 VILLAGE COURT • HOLLISTER, CA 95023 • PHONE (831) 636-0246

CONNIE PADRON

OBJECTIVE

Employment as Accountant

EMPLOYMENT

1987-Present Jovenes de Antaño Hollister, CA

Accountant/Supervisor

- Prepare, monitor, balance budgets and make revisions as necessary; maintain up to date information regarding funding sources and reporting requirements; prepare financial reports, maintain records, prepare quarterly payroll reports and annual tax forms; supervises fiscal staff.

1975-1977 Exxon/Texaco Gas Stations El Salvador, Central America

Assistant Manager

- F/C bookkeeper. Inventory control. Prepared and maintained payroll and related work. Supervised personnel. Liaison between station owners and oil companies.

EDUCATION

1994-1995	Financial and Managerial Accounting Classes
1978-1980	Gavilan College
1979	Word Processing Certificate
1977	Certificate in Business Administration

SUMMARY OF QUALIFICATIONS

- Experience in both manual and computer accounting applications
In all areas (A/R, A/P, P/R, G/L)
- Knowledge of QuickBooks and Peachtree Accounting Software
- Knowledge of Excel, Word, and other business software
- Experience with standard office equipment
- Bilingual/Bicultural

VOLUNTEER EXPERIENCE

San Benito County Bilingual Program Advisory Group (2006-Present)
 San Benito County Poll Worker (2006-Present)
 Jovenes de Antaño (1997-Present)
 Sacred Heart School (1992-1996))
 Friends of the Library (1986-1999)
 Tax Aide Volunteer for AARP (1988-1991)

LANGUAGES

Fluent in English and Spanish

Victoria Rivera

290 Miller Road
Hollister, CA 95023

Phone: 831-265-1421
Email: victoriarivcha@yahoo.com

Objective

Find a position as an Administrative Assistant.

Qualifications

Bilingual/Bicultural (Fluent English/Spanish read and write) knowledge of Microsoft Word, Excel, phone system, 10 key calculator.

Work History

March 1991 to Present Jovenes de Antaño, 300 West St., Hollister, CA 95023

Transportation Coordinator/Office Assistant II

Coordinate transportation to medical appointments, shopping assistance and the Adult Day Care Program and the Nutrition site. Prepare monthly reports for services provided. Supervise five drivers, develop driver's schedules for daily routes and transportation appointments. Answer telephone, assist seniors with their paperwork, schedule conference room for other agency use. Prepare weekly deposits for banking, order office supplies. Take minutes for Board Meetings

Education

1984-1987 San Benito Joint Union High School, Hollister, CA Diploma

May 2003 Certificate of Completion for Random Drug Testing
CA Drug and Alcohol Testing Alliance

References

Connie Padron Jovenes de Antaño 831-637-9275
Yolanda Beltrán, San Benito County Behavioral Health 831-636-4020
Lupe Maldonado, San Benito County Elections Office, 831-636-4016

Volunteer Work

San Benito County Bilingual Program Advisory Group

San Benito County Poll worker

California Drug and Alcohol Testing Alliance

Supervision Training Certificate

DOT - FHWA 49 CFR §382

Motor Carrier Random Drug and Alcohol Testing

Victoria Rivera

CalDATA hereby certifies that the above named individual received at least 60 minutes of training on alcohol misuse and at least 60 minutes of training on controlled substances use as mandated in §382.603 of the named regulation. At a minimum, the training covered physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances, as well as the types of testing and policies and procedures required by the United States Department of Transportation under CFR Part 40. As such, this individual is qualified and authorized to initiate a "reasonable suspicion" test as described in §382.307.

CalDATA

334 North Euclid, Suite B
Upland, Ca 91786
800-820-9314
caldrugtesting@yahoo.com

Thursday, May 23, 2002
Training Completion Date

Rianca Dorado
Witnessed by (CalDATA Representative)



POSITION: Transportation Coordinator

PROGRAM: Transportation Services

POSITION STATUS: Non-Exempt

CLASS: Regular

POSITION
SUPERVISED: Five

POSITION

DESCRIPTION:

Under the Supervision of the Executive Director performs a variety of duties, which include and not limited to the coordination and supervision of the transportation services for the Nutrition Program, Out of County Medical, Adult Day Care, and the Medical/Shopping Assistance Program. Schedules transportation for the elderly & disabled and compile schedules for the JDA vans.

DUTIES AND RESPONSIBILITIES:

- Dispatches vans via cell phone system; communicates with drivers concerning schedule changes, etc; communicates with clients and others via telephone regarding such changes.
- Works with drivers to resolve difficult or unusual situations involving clients, equipment malfunction, medical emergencies, or erroneous addresses.
- Works in close cooperation with the various site and program managers to coordinate transportation services for the several programs.
- Ensures that schedules are maintained according to priority and available space; coordinates drivers' schedules to accommodate several rides whenever possible.
- Screens potential riders over the telephone to determine eligibility for service and trip priority.
- Supervises Lead and regular drivers, and schedules monthly in-service meetings.
- Explains program policies and requirements to clients, members of human service and community organizations, and the public.
- Receives client complaints, follows up and if necessary, refers for further action to the Executive Director.
- Keeps records for assigned functions, and completes monthly reports.
- Keeps logs of fees brought in by the drivers and makes weekly deposits.
- In conjunction with the Lead Driver, schedules vehicle maintenance as requested; coordinates the ride schedules with such maintenance activities.
- Acts in an independent and responsible manner in making decisions about complex and diverse dispatching activities.

- Communicates effectively and respectfully with people from different racial, ethnic and cultural groups and from different backgrounds and lifestyles; demonstrates knowledge of and sensitivity to their needs.
- Performs other related duties as required.

MINIMUM QUALIFICATIONS:

Knowledge:

- Of a High School diploma or equivalent
- Of having at least 2 years of knowledge of demand-response transportation system principles
- Of ride dispatch methods and techniques
- Of record keeping practices
- Of the geography of San Benito County

Skill:

- In dispatching vehicles using a two way cell phone
- In dispatching rides efficiently ensuring service, while minimizing driver time and miles driven
- In altering schedules to meet changing needs
- In explaining the policies and requirements of the service
- In organizing work and setting priorities
- In performing general office support duties
- In maintaining records, making accurate arithmetic calculations, and preparing reports
- In using a computer to input and retrieve scheduling data
- In typing at least 40 WPM
- In exercising sound, independent judgment in emergency situations
- In communicating effectively over the telephone and two-way cell phone, in working with a variety of Agency staff and members of the community, exercising flexibility, tact and good communication skills; and in dealing tactfully, cooperatively, and effectively with other agency staff members, community organizations, and the public, including people from different racial, ethnic and cultural groups and from different backgrounds and lifestyles.

OTHER REQUIREMENTS:

- Bi-lingual in English/Spanish preferred

HOURS, SALARY & BENEFITS:

- 40 hours per week
- Jovenes de Antaño currently has a five-step salary schedule. The salary range for this position is \$10.71 – \$13.03
- Paid sick, vacation and holiday pay. Health benefits are contingent on scheduled hours worked.

POSITION Lead Van Driver
PROGRAM: Transportation/ Escort Services
POSITION STATUS: Non-/Exempt
CLASS: Regular/Part Time
POSITIONS
SUPERVISED: None

POSITION
DESCRIPTION:

Under the general supervision of the Transportation Coordinator picks up and delivers seniors, and other passengers to and from their home, providing shopping assistance and medical transportation when assigned, keeps up the schedules for the maintenance of the vans and assures that they are kept clean safe and in an orderly condition; performs related work as required.

DUTIES AND
RESPONSIBILITIES:

- Drives the passenger vans and delivers seniors clients to their destination, provides van services for other senior passenger activities as time permits.
- Follows established schedules, adjusts schedules to meet unanticipated changes, determines the safest and most efficient pick up and delivery routes.
- Provides escort services by assisting passengers on and off the van in a safe and courteous manner. Escorts the passengers to their doorstep when needed.
- Deals with emergencies as they may arise as instructed in the employee's handbook. Reports all accidents and incidents according to agency policies.
- Notes visible changes in the physical or mental health of persons regularly transported; communicates this information to appropriate personnel for follow-up.
- Inspects all passenger vans and is responsible to schedule maintenance/servicing according the maintenance schedules. Assures that vans are kept clean and in a safe conditions.
- Assures that all standard records such as logs for passengers driven, miles driven and gasoline purchased are maintained for each vehicle.

- Will stay with client/passenger to translate if the service is needed.
- Describes services offered to persons who may qualify and benefit from such services.

MINIMUM QUALIFICATIONS:

Knowledge;

- Of California Driving laws and regulations.
- Of basic first aid and CPR techniques; and of the geographic location in which the van is to be driven.

SKILL:

- In safely driving a large passenger van.
- In determining safe and efficient routes to be driven.
- In following oral and written directions; in reading street maps.
- In performing work independently and using sound judgment in emergency situations.
- In maintaining the vans in a clean, safe, and orderly condition.
- In communicating effectively with and being sensitive to the needs of the passenger population served.

OTHER REQUIREMENTS:

- Must possess a California Class II (B) Drivers License and have a satisfactory driving record as demonstrated by current DMV printout.
- Must be qualified to be insured with the agency carrier.
- Must possess current red-Cross First Aid and CPR certificates.
- Bilingual preferred.

SALARY AND BENEFITS:

- Jovenes de Antaño currently has a five-step salary schedule. The salary range for this position is \$9.67 to \$11.75
- Paid Medical, Dental, Vision and Life Insurance, and paid sick, vacation and holiday pay.

HOURS:

- 30 hours per week

POSITION; Van Driver
 PROGRAM: Transportation/Escort Services
 POSITION STATUS Non-Exempt
 CLASS Regular/Part time/certified
 POSITION
 SUPERVISED: None

POSITION
 DESCRIPTION:

Under the general supervision of the transportation coordinator picks up and delivers seniors and other passengers to and from their home, providing shopping assistance and medical transportation, maintains the van in a clean safe and orderly condition; performs related work as required.

DUTIES AND
 RESPONSIBILITIES

- Drives a van to pick up and deliver seniors, clients to their destination, provides van services for other senior passenger activities as time permits.
- Follows established schedules, adjusts schedules to meet unanticipated changes, and determines the safest and most efficient pick and delivery routes.
- Assists passengers on and off the van in a safe and courteous manner.
- Notes visible changes in the physical or mental health of persons regularly transported; communicates this information to appropriate personnel for follow-up.
- Inspects the van and maintains it in a clean orderly and safe condition, reports the need for maintenance or servicing.
- Maintains standard records such as logs for passengers driven, miles driven and gasoline purchased.
- Will stay with senior to translate if the service is needed.
- Describes services offered to persons who may qualify and benefit from such services.
- Drives vehicle with lift if required for scheduled routes.

**MINIMUM
QUALIFICATIONS:**

- Of California Driving laws and regulations
- Of basic first aid and CPR techniques; and of the geographic location in which the van is to be driven.

SKILL:

- In safely driving a large passenger van;
 - In determining safe and efficient routes to be driven.
 - In following oral and written directions; in reading street maps.
 - In performing work independently and using sound judgment in emergency situations.
 - In keeping standard records of work performed.
 - In maintaining the vans in a clean, safe and orderly condition.
 - In communicating effectively with and being sensitive to the needs of the passenger population served.
-
- Must possess a California Class II (B) Drivers License w/ passenger endorsement and have a satisfactory driving record as demonstrated by current DMV printout.
 - Must possess current Red-Cross First Aid and CPR certificates.
 - Must be qualified to be insured with the agency carrier.
 - Bi-lingual and bi-cultural preferred.

HOURS & SALARY:

- Variable hours per week; \$9.38 to \$11.40

BENEFITS:

- Paid vacation, holiday & sick time

TO APPLY:

- Pick up applications and job description at Jovenes de Antano 300 West Street, Hollister CA 95023

APPLICATION

DEADLINE:

- Position will be open until filled

**JOVENES DE ANTAÑO IS AN EQUAL OPORTUNITY EMPLOYER, WOMEN
MINORITIES, THE DISABLED, VIETNAM ERA DISABLED VETERANS AND
THE ELDERLY ARE ENCOURAGED TO APPLY.**

PROGRAM: Transportation/Escort Services

POSITION STATUS: Non-Exempt

CLASS: Regular/Part time/non certified

POSITION

SUPERVISED: None

POSITION

DESCRIPTION:

Under the general supervision of the Transportation Coordinator picks up and delivers seniors and other passengers to and from their home, providing shopping assistance and medical transportation, maintains the van in a clean safe and orderly condition; performs related work as required.

DUTIES AND

RESPONSIBILITIES:

- Drives a van to pick up and deliver seniors, clients to their destination, provides van services for other senior passenger activities as time permits.
- Follows established schedules, adjusts schedules to meet unanticipated changes, and determines the safest and most efficient pick and delivery routes.
- Assists passengers on and off the van in a safe and courteous manner.
- Provides Escort Services when needed.
- Notes visible changes in the physical or mental health of persons regularly transported; communicates this information to appropriate personnel for follow-up.
- Inspects the van and maintains it in a clean orderly and safe condition, reports the need for maintenance or servicing.
- Maintains standard records such as logs for passengers driven, miles driven and gasoline purchased.
- Will assist clients to translate when needed.
- Describes services offered to persons who may qualify and benefit from such services.
- Drives vehicle with lift if required by the participant.
- Collects the air box recovery fee of one dollar per one way, two dollars per two ways for all provided trips. (MSAP Only)
- Reports all monies collected to the Transportation Coordinator on a daily basis.

MINIMUM

QUALIFICATIONS:

Knowledge:

- Of California Driving laws and regulations.
- Of basic first aid and CPR techniques; and of the geographic location in which the van is to be driven.

SKILL:

- In safely driving a small mini van or a large passenger van if required.
- In determining safe and efficient routes to be driven.
- In following oral and written directions; in reading street maps.
- In performing work independently and using sound judgment in emergency situations.
- In keeping standard records of work performed.
- In maintaining the vans in a clean, safe and orderly condition.
- In communication effectively with and being sensitive to the needs of the passenger population served.

OTHER REQUIREMENTS:

- Must possess a California Class II (C). A Class II (B) Drivers License w/passenger endorsement is preferred, and have a satisfactory driving record as demonstrated by current DMV printout.
- Must possess Red-Cross First Aid and CPR certificates.
- Must be qualified to be insured with the agency carrier.
- Bi-Lingual and bi-cultural preferred.

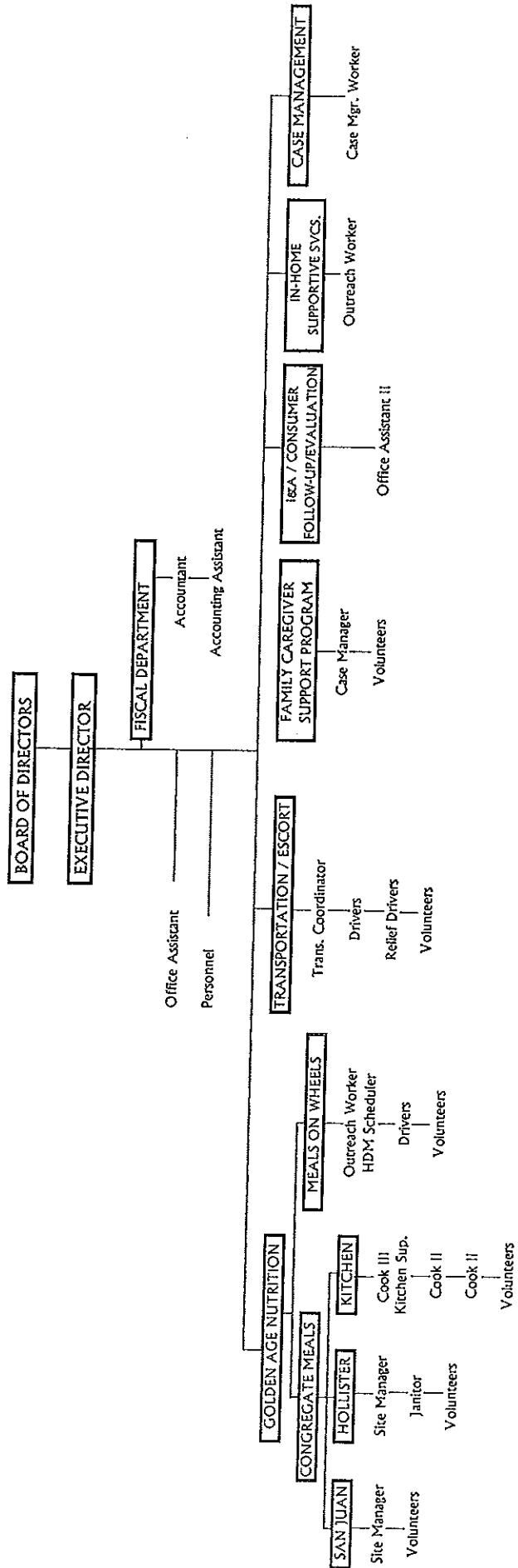
HOURS & SALARY:

- 25 hours per week (variable); \$8.78 TO \$10.66 per hour

BENEFITS:

- Paid sick, vacation and holiday leave.

Jovenes de Antaño





SERVICE • SUPPORT • ADVOCACY

AREA AGENCY ON AGING
San Benito & Santa Cruz Counties

FOSTER GRANDPARENT/SENIOR COMPANION PROGRAM
IN-KIND DONATION PROGRAM
Monterey, San Benito, Santa Clara & Santa Cruz Counties

PROJECT SCOUT
Santa Cruz County

July 26, 2010

RE: Jovenes de Antaño Transportation Program

To Whom it May Concern:

I'm writing to highly recommend the specialized transportation services operated by Jovenes de Antaño, in San Benito County. Jovenes not only provides high quality service, but does so with a deep understanding of the challenges facing its clientele.

My knowledge of Jovenes de Antaño's transportation services originated in early 1991, while I was director of Lift Line, the Consolidated Transportation Services Agency of Santa Cruz County. Jovenes and Lift Line often shared information about some of the challenges and solutions we faced in delivering services to seniors and individuals with disabilities.

In 2000, I became Executive Director of the Area Agency on Aging, and, as a funding agency of Jovenes, my role became more formal, but no less supportive. Jovenes transportation services have met or exceeded all of our expectations for quality and quantity during the decade I have been in my current role. Their ability to provide low-cost service is only matched by their ability to find matching funds to stretch every dollar as far as possible.

I would be remiss if I failed to mention what Jovenes transportation program brings to our community, beyond meeting contract requirements. Jovenes constantly looks at the needs of our community and seeks ways to meet that need. Unlike fixed route transit, specialized transportation is never just about cost-per-mile, passengers-per-hour statistics. It's about caring for our friends, neighbors, and family members, and doing so with an understanding of not only of funding restraints, but with empathy for the human condition. Jovenes excels at all of it.

If you have any questions about my comments, or wish to receive additional information, feel free to contact me directly at (831) 688-0400, extension 15.

Sincerely,

Clay Kempf
Executive Director

234 Santa Cruz Avenue • Aptos, California 95003
PHONE: AAA – (831) 688-0400 • FG/SCP – (831) 475-0816 • SCOUT – 1-877-373-8297 • FAX: (831) 688-1225

SUPPORTED BY FEDERAL, STATE & LOCAL GOVERNMENTS, FOUNDATIONS, THE UNITED WAYS OF
MONTEREY & SANTA CRUZ COUNTIES & PRIVATE DONATIONS.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID VQ
JOVEN-1

07/12/10

PRODUCER
Pacific Diversified Insurance
Gilroy Office
9015 Murray Avenue #110
Gilroy CA 95020
Phone: 408-842-2131 Fax: 408-842-0867

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Nonprofit's Insurance Alliance
INSURER B:
INSURER C:
INSURER D:
INSURER E:

INSURED

Jovenes de Antano del Condado
de San Benito
PO Box 880
Hollister CA 95023

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE LTR / NBR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	201001223NPO	07/01/10	07/01/11	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10000
	<input checked="" type="checkbox"/> LIQUOR LIABILITY				PERSONAL & ADV INJURY \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2000000
A A A	AUTOMOBILE LIABILITY	201001223NPO	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
A	EXCESS/UMBRELLA LIABILITY	201001223UMB	07/01/10	07/01/11	EACH OCCURRENCE \$ 4000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 4000000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$10000				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				LOC STATUTORY LIMITS OTH. ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe below SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

PROOF OF

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Jovenes de Antaño

Specialized Transportation Services

Monthly Service Report - November 2015

WEEKDAYS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	372	184.50	2,383	\$ 6.75	18
Senior Lunch	617	89.25	1,254	\$ -	18
Medical/Shopping Assistance	94	75.50	576	\$ 117.50	14
Total	1,083	349.25	4,213	\$ 124.25	

WEEKENDS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	0	0.00	0	\$ -	0
Total	0	0.00	0	\$ -	

MONTH

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	372	184.50	2,383	\$ 6.75	18
Senior Lunch	617	89.25	1,254	\$ -	18
Medical/Shopping Assistance	94	75.50	576	\$ 117.50	14
Total	1,083	349.25	4,213	\$ 124.25	

FISCAL YEAR TO DATE

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	1,972	1,215.58	15,472	\$ 573.50	
Senior Lunch	3,401	597.25	6,110	\$ -	
Medical/Shopping Assistance	345	372.50	3,269	\$ 325.50	
Total	5,718	2,185.33	24,851	\$ 899.00	

VEHICLE MILEAGE INFORMATION

Vehicle Number	Ending Odometer
733	
734	168144
735	89489
736	78125
737	63161
738	43139

ADDITIONAL INFORMATION

Service	Current Month	Year To Date
Lift Assisted Trips	58	398
Unduplicated Passengers	49	262
Turn Downs		0
No Shows		0
Cancellations		0
Employee Hours		0.00
Vehicles - Midday		
Vehicles - Peak		

NOTES

--



Jovenes de Antaño

Specialized Transportation Services

Monthly Service Report - November 2015

OUT OF COUNTY

Week of	ONE WAY PASSENGERS							DONATIONS							REVENUE HOURS							REVENUE MILES						
	M	T	W	TH	F	S	Total	M	T	W	TH	F	S	Total	M	T	W	TH	F	S	Total	M	T	W	TH	F	S	Total
11/2-6/15	22	19	18	20	22	0	101							0	7	7.5	7	7.5	7.5	0	36.5	67	59	63	71	61	0	321
11/9-13/15	24	21	0	22	17	0	84					6.8		6.75	11	15	0	11	7.5	0	43.5	120	203	0	233	62	0	618
11/16-20/15	22	20	22	23	18	0	105							0	16	13	12	12	7	0	59	183	201	140	214	64	0	802
11/23-27/15	18	23	21	0	0	0	62					0		0	7.5	19	12	0	0	0	38.5	59	315	202	0	0	0	576
11/30-12/4/20	20						20					243		243	7						7	66						66
							0							0							0							0
Total	106	83	61	65	57	0	372	0	0	0	0	6.8	0	249.75	48	54	31	31	22	0	184.5	495	778	405	518	187	0	2383

SENIOR LUNCH

ONE WAY PASSENGERS							DONATIONS							REVENUE HOURS							REVENUE MILES						
Week of	M	T	W	TH	F	Total	M	T	W	TH	F	Total	M	T	W	TH	F	Total	M	T	W	TH	F	Total			
11/2-6/15	37	31	37	29	36	170						0	5.5	5	5	5.3	5.3	26	61	68	69	66	74	338			
11/9-13/15	37	33	0	35	37	142						0	5	5	0	5.3	5	20.25	82	72	0	65	63	282			
11/16-20/15	36	38	34	38	32	178						0	5.3	6.3	5.3	5.3	5.3	27.25	72	104	81	67	58	382			
11/23-27/15	30	33	33	0	0	96						0	5.3	5.3	5.3	0	0	15.75	71	61	55	0	0	187			
30-Nov	31					31						0						0	65					65			
						0						0						0						0			
Total	171	135	104	102	105	617	0	0	0	0	0	0	21	22	16	16	16	89.25	351	305	205	198	195	1254			

MEDICAL/SHOPPING ASSISTANCE

Week of	ONE WAY PASSENGERS						FARES						REVENUE HOURS						REVENUE MILES					
	M	T	W	TH	F	Total	M	T	W	TH	F	Total	M	T	W	TH	F	Total	M	T	W	TH	F	Total
11/2-6/15	2	0	6	4	4	16	2.5	0	7.5	5	5	20	4	0	7	6.5	5	22.5	14	0	45	35	22	116
11/9-13/15	8	5	0	6	6	25	10	6.3	0	7.5	7.5	31.25	5.5	5.5	0	5	5	21	50	72	0	37	48	207
11/16-20/15	5	6	0	2	0	13	6.3	7.5	0	2.5	0	16.25	6.5	7	0	4	0	17.5	50	30	0	75	0	155
11/23-27/15	4	3	8	0	0	15	5	3.8	10	0	0	18.75	5	4.5	5	0	0	14.5	30	25	43	0	0	98
30-Nov	0					0	0					0	0					0	0					0
						0						0						0						0
Total	20	13	23	14	24	69	25	16	29	18	30	86.25	21	17	12	16	10	75.5	144	127	88	147	70	576

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (primary proposer), certifies to the best of its knowledge and belief, that it and its principals:

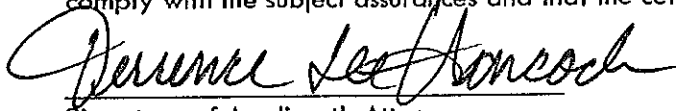
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding the application/proposal had one or more public transaction (Federal, State, or Local) terminated for cause or default.

If the Primary Participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

The primary participant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.

The undersigned chief legal counsel for the Pauline Valdivia, Executive Director
Name and Title of Authorized Official

hereby certifies that the above mentioned individual has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.


Signature of Applicant's Attorney

Terrence Lee Hancock
Name of Applicant's Attorney

7/29/2010
Date

**CERTIFICATION OF LOWER TIER PARTICIPANTS REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (sub-Contractor), certifies by submission of this proposal, that neither it is nor its principals are presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Lower Tier Participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal. The lower tier participant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. sections 3801 et seq. are applicable thereto.

The undersigned chief legal counsel for the Pauline Valdivia, Executive Director
Name and Title of Authorized Official

hereby certifies that the above mentioned individual has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.


Signature of Applicant's Attorney

Terrence Lee Hancock
Name of Applicant's Attorney

7/29/2010
Date

CERTIFICATION OF RESTRICTION ON LOBBYING

The undersigned certifies, to the best of his/her knowledge and belief, that,

1. No Federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an 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 its instructions.
3. The undersigned shall require that the language of this certification be included in the award Documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this 30 day of July, 2010

Company Name: Jovenes de Antano

By, 

Signature of Company Official

Pauline Valdivia, Executive Director

Name and Title of Company Official

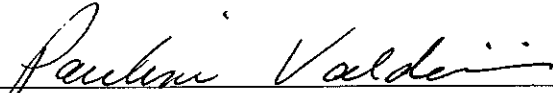
BUY AMERICA CERTIFICATE

Certificate of Compliance with Section 165 (a)

The proposer hereby certifies that it will comply with the requirements of Section 165 (a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Jovenes de Antano

Company Name



Signature of Company Official

Pauline Valdivia, Executive Director

Name and Title of Company Official

July 30, 2010

Date

Or

Certificate of Non-Compliance with Section 165 (a)

The proposer hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or 165(b)(4) of the Surface Transportation Assistance Act of 1982 and the applicable regulations in 49 CFR 661.7

Company Name

Signature of Company Official

Name and Title of Company Official

Date

SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY
TRANSIT AND SPECIALIZED TRANSPORTATION OPERATIONS

DBE/LBE/SBE PARTICIPATION REPORT

NAME OF FIRMS, ADDRESS, TELEPHONE NO. AND CONTACT PERSON; FEDERAL I.D. NO. (or STATE I.D. NO.)	DBE/LBE/SBE		NON- DBE/LBE/SBE		SCOPE OF WORK & CERTIFICATION TYPE & CERT. NO.	% OF PROJECT WORK	ANTICIPATED DOLLAR VALUE OF PARTICIPATION
	Male	Female	Male	Female			
	0	0	0	0	0	0	0

Pauline Valdivia

Name of Authorized Officer of Consultant Firm (Print or Type)

Pauline Valdivia

Signature of Authorized Officer of Consultant Firm (Print or Type)

July 30, 2010

Date

Total D/L/SBE (Male):

Total D/L/SBE (Female):

Total Non D/L/SBE (Male):

Total Non D/L/SBE (Female):

Appendix N: Acknowledgement of Addenda Form

Jovenes de Antano

(Proposer or Proposed Subcontractor Business Name)

hereby acknowledges receipt of all Addenda through and including:

Addendum No. 1 , dated July 21, 2010 .

Addendum No. 2 , dated July 23, 2010 .

Addendum No. _____ , dated _____ .

Addendum No. _____ , dated _____ .

Addendum No. _____ , dated _____ .

Addendum No. _____ , dated _____ .

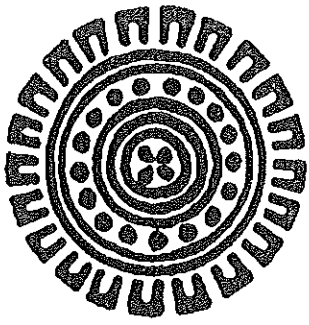
Addendum No. _____ , dated _____ .

Addendum No. _____ , dated _____ .

Authorized Representative Name and Title: Pauline Valdivia, Executive Director

Authorized Representative Signature: 

Date July 30, 2010



Jovenes de Antaño

SAN BENITO COUNTY TRANSPORTATION AUTHORITY TRANSIT AND SPECIALIZED TRANSPORTAION OPERATIONS

DATE: July 13, 2010

TO: San Benito County Local Transportation Authority
330 Tres Pinos Road. Suite C7
Hollister, CA 95023

FROM: Jovenes De Antano Del Condado de San Benito
P.O. Box 860
Hollister, CA 95023
Telephone # (831) 637-9275

Dear LTA Members,

Include you will find our Request for Proposals (RFP) # 2010-003 for Specialized Transportation Operations for the County of San Benito. You will also find the Acknowledgement of Addenda Form Appendix N.

The Proposal included is also valid for a minimum period of 120 days subsequent to the RFP closing date.

Pauline Valdivia, Executive Director will be the contact person for the agency, you can call her at 637-9275 or E-mail at JAntano@aol.com.

Yours truly,

Pauline Valdivia
Executive Director



SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY
TRANSIT AND SPECIALIZED TRANSPORTATION OPERATIONS

Specialized Transportation Cost Proposal Form

Please provide a cost proposal for the project administration and day-to-day operation of the specialized Transportation service as specified in part III, Section D. Form must be fully completed in order for the entire proposal to be deemed responsive.

Name of Firm: Jovehes de Antana

	Year 1	Year 2	Year 3	Year 4	Year 5	Optional Year 1	Optional Year 2	Optional Year 3
Proposed Cost Per Revenue Hour	26.25	27.04	27.85	28.69	29.55	30.44	31.35	32.29
Multiply by Estimated Hours of Revenue Service	7,680	7,680	7,680	7,680	7,680	7,680	7,680	7,680
Total Cost	201,600	207,652	213,896	220,339	226,944	233,779	240,768	247,967