

**AGENDA  
REGULAR MEETING  
LOCAL TRANSPORTATION AUTHORITY**

**DATE:** Thursday, April 21, 2016  
3:00 P.M.

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

**DIRECTORS:** Chair Tony Boch, Vice Chair Ignacio Velazquez,  
Anthony Botelho, Victor Gomez, and Jerry Muenzer  
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 March 17, 2016 – Gomez (Page 3)
2. **RECEIVE** Specialized Transportation/Jovenes de Antaño February 2016 Monthly Service Report (Pages 4-5)
3. **RECEIVE** County Express/MV Transportation Operations Report for February and March 2016 (Pages 6-10)
4. **RECEIVE** Operations Performance Report for the 2nd Quarter of Fiscal Year 2015/2016 – Vienna (Pages 11-30)

5. **APPROVE** Contract Between the San Benito County Local Transportation Authority (LTA) and David Rzepinski & Associates for an Amount not to Exceed \$54,740 for the Mapping ITS Technology for the 21<sup>st</sup> Century: Using Technology to Improve Safety and Efficiency If San Benito County's Transit System (Transit ITS Plan) – Vienna (Pages 31-45)
6. **APPROVE** and **ADOPT** Drug and Alcohol Testing Policy for San Benito County Local Transportation Authority – Vienna (Pages 46-69)

#### **CLOSED SESSION**

*Matters discussed during Closed Session include existing and pending litigation, personnel matters and real property negotiations. Reportable actions taken by the Board during Closed Session will be announced during open session. (Gov. Code Section 54957.1(a) & (b), Ralph M. Brown Act.)*

7. **Conference with Legal Counsel-Existing Litigation** (Page 70)  
Pursuant to Subdivision (a) & (d) (1) of Section 54956.9:  
Name of Case: Luis Rodriguez, et al. v. MV Transportation, Inc., et al. Superior Court of California, County of San Benito, Case No. CU-15-00159

**Adjourn to LTA Meeting on Thursday, May 19, 2016. Agenda deadline is May 10, 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.*

**San Benito County  
LOCAL TRANSPORTATION AUTHORITY  
REGULAR MEETING  
March 17, 2016 3:00 P.M.**

**DRAFT MINUTES**

**MEMBERS PRESENT:**

Chair Boch, Director Botelho, Director Gomez, Director Muenzer, 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 Boch called the meeting to order at 3:28 p.m.

**A. CERTIFICATE OF POSTING**

*Upon a motion duly made by Director Velazquez, and seconded by Director Muenzer, 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 February 18, 2016 – Gomez
- 2. Receive** Local Transportation Authority FY 2015-16 Second Quarter Budget Report and **Approve** Budget Transfer 5-16-02 – Postigo
- 3. Receive** Operations Performance Report for the 1<sup>st</sup> Quarter of Fiscal Year 2015/2016 – Vienna

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

*Upon a motion duly made by Director Gomez, and seconded by Director Botelho, the Directors unanimously approved Items 1-3 from the Consent Agenda. Vote: 5/0 motion passes.*

The LTA Board convened to Closed session at 3:29 p.m.

**CLOSED SESSION:**

**4. Conference with Legal Counsel-Existing Litigation**

Pursuant to Subdivision (a) & (d) (1) of Section 54956.9:

Name of Case: Luis Rodriguez, et al. v. MV Transportation, Inc., et al. Superior Court of California, County of San Benito, Case No. CU-15-00159

The LTA Board reconvened from Closed session at 3:35 p.m.

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

*Upon a motion duly made by Director Velazquez, and seconded by Director Muenzer, the Directors unanimously adjourned the LTA meeting at 3:36 p.m. Vote:5/0 motion passes.*

**ADJOURN TO LTA MEETING APRIL 21, 2016.**



## Jovenes de Antaño

### Specialized Transportation Services

### Monthly Service Report - February 2016

#### WEEKDAYS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	366	271.50	3,092	\$ 214.50	20
Senior Lunch	887	110.00	996	\$ -	20
Medical/Shopping Assistance	78	86.00	868	\$ 87.50	16
<b>Total</b>	<b>1,331</b>	<b>467.50</b>	<b>4,956</b>	<b>\$ 302.00</b>	

#### WEEKENDS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	58	30.00	146	\$ -	4
<b>Total</b>	<b>58</b>	<b>30.00</b>	<b>146</b>	<b>\$ -</b>	

#### MONTH

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	424	301.50	3,238	\$ 214.50	24
Senior Lunch	887	110.00	996	\$ -	20
Medical/Shopping Assistance	78	86.00	868	\$ 87.50	16
<b>Total</b>	<b>1,389</b>	<b>497.50</b>	<b>5,102</b>	<b>\$ 302.00</b>	

#### FISCAL YEAR TO DATE

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	3,164	1,931	23,597	\$ 1,186.25	170
Senior Lunch	5,692	928.25	9,643	\$ -	166
Medical/Shopping Assistance	473	555.50	4,855	\$ 478.50	92
<b>Total</b>	<b>9,329</b>	<b>3,414.33</b>	<b>38,095</b>	<b>\$ 1,664.75</b>	

#### VEHICLE MILEAGE INFORMATION

Vehicle Number	Ending Odometer
733	-
734	0
735	91543
736	79585
737	68074
738	47996

#### ADDITIONAL INFORMATION

Service	Current Month	Year To Date
Lift Assisted Trips	84	523
Unduplicated Passengers	100	392
Turn Downs	0	0
No Shows	2	2
Cancellations	0	0
Employee Hours		0.00
Vehicles - Midday		
Vehicles - Peak		

#### NOTES



# Jovenes de Antaño

## Specialized Transportation Services

### Monthly Service Report - February 2016

#### OUT OF COUNTY

Week of	ONE WAY PASSENGERS					Total
	M	T	W	TH	F	
2/1-2/6/16	23	18	22	17	20	115
2/8-2/13/16	19	12	22	20	8	96
2/15-2/20/16	0	17	13	19	17	79
2/22-2/27/16	27	19	19	9	25	114
29-Feb	20					20
<b>Total</b>	<b>89</b>	<b>66</b>	<b>76</b>	<b>65</b>	<b>70</b>	<b>424</b>

Week of	DONATIONS					Total
	M	T	W	TH	F	
2/1-2/6/16						0
2/8-2/13/16					215	214.5
2/15-2/20/16						0
2/22-2/27/16						0
29-Feb						0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>215</b>	<b>214.5</b>

Week of	REVENUE HOURS					Total
	M	T	W	TH	F	
2/1-2/6/16	12	13.5	16	14	13	8.5
2/8-2/13/16	7	18	17.5	14	10	7.5
2/15-2/20/16	0	12.5	15	12	13.5	7
2/22-2/27/16	18.5	16.5	13.5	13	7	7
29-Feb	15					15
<b>Total</b>	<b>52.5</b>	<b>60.5</b>	<b>62</b>	<b>53</b>	<b>43.5</b>	<b>301.5</b>

Week of	REVENUE MILES					Total
	M	T	W	TH	F	
2/1-2/6/16	133	223	237	175	146	41
2/8-2/13/16	59	40	100	182	29	31
2/15-2/20/16	0	169	223	275	179	33
2/22-2/27/16	163	70	251	134	32	41
29-Feb	272					272
<b>Total</b>	<b>627</b>	<b>502</b>	<b>811</b>	<b>766</b>	<b>386</b>	<b>146</b>

#### SENIOR LUNCH

Week of	ONE WAY PASSENGERS					Total
	M	T	W	TH	F	
2/1-2/6/16	49	46	42	45	47	229
2/8-2/13/16	45	48	49	47	34	0
2/15-2/20/16	0	47	45	47	41	180
2/22-2/27/16	41	43	41	42	43	210
29-Feb	45					45
<b>Total</b>	<b>180</b>	<b>184</b>	<b>177</b>	<b>181</b>	<b>165</b>	<b>664</b>

Week of	DONATIONS					Total
	M	T	W	TH	F	
2/1-2/6/16						0
2/8-2/13/16						0
2/15-2/20/16						0
2/22-2/27/16						0
29-Feb						0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Week of	REVENUE HOURS					Total
	M	T	W	TH	F	
2/1-2/6/16	5.5	6	5.25	5	5.5	27.25
2/8-2/13/16	5.5	5.5	5.75	6	5.5	28.25
2/15-2/20/16	0	5.5	5.5	5	5.5	21.5
2/22-2/27/16	5	6	5.5	5.5	5.5	27.5
29-Feb	5.5					5.5
<b>Total</b>	<b>21.5</b>	<b>23</b>	<b>22</b>	<b>21.5</b>	<b>22</b>	<b>110</b>

Week of	REVENUE MILES					Total
	M	T	W	TH	F	
2/1-2/6/16	5.8	59.2	53	49.2	52	219.2
2/8-2/13/16	52.5	50.8	57.3	55.2	53	268.8
2/15-2/20/16	0	51	46	50	52	199
2/22-2/27/16	50	54	48	48	63	263
29-Feb	46					46
<b>Total</b>	<b>154</b>	<b>215</b>	<b>204</b>	<b>202</b>	<b>220</b>	<b>996</b>

#### MEDICAL/SHOPPING ASSISTANCE

Week of	ONE WAY PASSENGERS					Total
	M	T	W	TH	F	
2/1-2/6/16	6	4	8	8	2	28
2/8-2/13/16	4	2	6	0	2	14
2/15-2/20/16	0	0	10	4	2	16
2/22-2/27/16	0	8	2	8	0	18
29-Feb	2					2
<b>Total</b>	<b>12</b>	<b>14</b>	<b>26</b>	<b>20</b>	<b>6</b>	<b>78</b>

Week of	FARES					Total
	M	T	W	TH	F	
2/1-2/6/16	7.5	5	10	10	2.5	35
2/8-2/13/16	5	2.5	7.5	0	2.5	17.5
2/15-2/20/16	0	0	2.5	5	2.5	10
2/22-2/27/16	0	10	2.5	10		22.5
29-Feb	2.5					2.5
<b>Total</b>	<b>15</b>	<b>17.5</b>	<b>22.5</b>	<b>25</b>	<b>7.5</b>	<b>87.5</b>

Week of	REVENUE HOURS					Total
	M	T	W	TH	F	
2/1-2/6/16	4.5	5	6	7	3.5	26
2/8-2/13/16	6	4	7	0	0	17
2/15-2/20/16	0	0	7	6	5	18
2/22-2/27/16	2	6.5	5.5	7	0	21
29-Feb	4					4
<b>Total</b>	<b>16.5</b>	<b>15.5</b>	<b>25.5</b>	<b>20</b>	<b>8.5</b>	<b>86</b>

Week of	REVENUE MILES					Total
	M	T	W	TH	F	
2/1-2/6/16	37	45	63	43	21	209
2/8-2/13/16	67	32	94	0	20	213
2/15-2/20/16	0	0	141	28	70	239
2/22-2/27/16	0	37	46	103	0	186
29-Feb	21					21
<b>Total</b>	<b>125</b>	<b>114</b>	<b>344</b>	<b>174</b>	<b>111</b>	<b>868</b>

**February 2016**  
**San Benito County Express Monthly Operations Report**  
 Operated by MV transportation

**Year to Year comparison**

	<b>2016</b>	<b>2015</b>
<b>Passengers Per Hour</b>		
Dial a Ride/Paratransit	3.70	4.24
Fixed Route Service	4.76	5.28
Gavilan Service	9.89	13.73
Caltrain Service	6.69	5.77
Greyhound Service	4.16	4.40
<b>Total Passengers</b>	<b>9,762</b>	<b>10,669</b>
<b>Total Revenue Hours</b>	<b>1,908.72</b>	<b>1,808.13</b>
<b>Passengers per Hour</b>	<b>5.11</b>	<b>5.90</b>
<b>Lift Trips</b>	157	215
<b>No Shows</b>	56	77
<b>Cancellations</b>	231	315

**WEEKDAYS February 2016**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	1,614	11	307.58		\$ 691.91	\$ 491.90	\$ 143.00	21	\$ 13,583.66
Paratransit	1,763	39	626.38	13,119	\$ 2,075.73	\$ 1,475.70	\$ 429.00	21	\$ 27,662.82
Fixed Route	2,194	26	465.63	5,339	\$ 1,167.78	\$ 299.70	\$ -	21	\$ 20,563.62
Gavilan	2,669	5	270.39	6,399	\$ 2,472.16	\$ 1,093.90	\$ -	21	\$ 11,941.23
Caltrain	1,092	0	163.08	4,190	\$ 1,576.07	\$ 145.90	\$ -	21	\$ 7,202.10
<b>Total</b>	<b>9,332</b>	<b>81</b>	<b>1,833.06</b>	<b>29,047</b>	<b>\$ 7,983.65</b>	<b>\$ 3,507.10</b>	<b>\$ 572.00</b>	<b>105</b>	<b>\$ 80,953.43</b>

**SATURDAY**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	50	0	10.16	187	\$ 58.30	\$ 4.00	\$ -	4	\$ 448.70
Greyhound	106	0	25.57	761	\$ 158.80	\$ 14.60	\$ -	4	\$ 1,129.25
<b>Total</b>	<b>156</b>	<b>0</b>	<b>35.73</b>	<b>948</b>	<b>\$ 217.10</b>	<b>\$ 18.60</b>	<b>\$ -</b>	<b>8</b>	<b>\$ 1,577.94</b>

**SUNDAY**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	\$ -	Service Days	Invoiced
Dial-A-Ride	80	0	12.93	171	\$ 92.70	\$ 13.20	\$ -	4	\$ 571.03
Greyhound	113	0	27.00	768	\$ 196.20	\$ 3.40	\$ -	4	\$ 1,192.40
<b>Total</b>	<b>193</b>	<b>0</b>	<b>39.93</b>	<b>939</b>	<b>\$ 288.90</b>	<b>\$ 16.60</b>	<b>\$ -</b>	<b>8</b>	<b>\$ 1,763.43</b>

**MONTH**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	1,744	11	330.67	358	\$ 842.91	\$ 509.10	\$ 143.00	29	\$ 14,603.38
Paratransit	1,763	39	626.38	13,119	\$ 2,075.73	\$ 1,475.70	\$ 429.00	21	\$ 27,662.82
Fixed Route	2,194	26	465.63	5,339	\$ 1,167.78	\$ 299.70	\$ -	21	\$ 20,563.62
Gavilan	2,669	5	270.39	6,399	\$ 2,472.16	\$ 1,093.90	\$ -	21	\$ 11,941.23
Caltrain	1,092	0	163.08	4,190	\$ 1,576.07	\$ 145.90	\$ -	21	\$ 7,202.10
Greyhound	219	0	52.57	1,529	\$ 355.00	\$ 18.00	\$ -	8	\$ 2,321.65
<b>Total</b>	<b>9,681</b>	<b>81</b>	<b>1,908.72</b>	<b>30,934</b>	<b>\$ 8,489.65</b>	<b>\$ 3,542.30</b>	<b>\$ 572.00</b>		<b>\$ 84,294.80</b>

**FISCAL YEAR TO DATE**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	12,131	181	2,627.49	14,038	\$ 6,709.44	\$ 4,239.86	\$ 1,156.00	237	\$ 111,595.84
Paratransit	16,372	199	4,647.39	88,833	\$ 16,747.57	\$ 13,876.12	\$ 3,158.00	169	\$ 197,436.25
Fixed Route	16,997	309	3,632.03	42,277	\$ 9,472.59	\$ 2,041.67	\$ 20.00	166	\$ 154,350.57
Gavilan	18,095	71	1,945.63	45,119	\$ 17,784.90	\$ 7,893.90	\$ 168.00	171	\$ 82,529.08
Caltrain	8,699	0	1,331.74	34,200	\$ 12,987.91	\$ 1,220.40	\$ 120.00	172	\$ 56,535.15
Greyhound	1,904	0	458.42	13,243	\$ 3,269.03	\$ 57.90	\$ -	69	\$ 19,477.65
<b>Total</b>	<b>74,198</b>	<b>760</b>	<b>14,642.70</b>	<b>237,710</b>	<b>\$ 66,971.44</b>	<b>\$ 29,329.85</b>	<b>\$ 4,622.00</b>	<b>0</b>	<b>\$ 621,924.54</b>

**ADDITIONAL INFORMATION**

	Current Month	Year To Date
Lift Assisted Trips	157	1,406
Turn Downs	0	0
No Shows	56	634
Cancellations	231	2,476
Employee Hours	2,374	19,179
Vehicles - Midday	7	
Vehicles - Peak	8	

**NOTES**

Greyhound Bikes = 0	Gavilan Bikes = 54	Caltrain Bikes = 17
Fixed Route = 3		

**March 2016**  
**San Benito County Express Monthly Operations Report**  
 Operated by MV transportation

**Year to Year comparison**

	<b>2016</b>	<b>2015</b>
<b>Passengers Per Hour</b>		
Dial a Ride/Paratransit	3.90	4.36
Fixed Route Service	4.84	5.64
Gavilan Service	9.31	12.98
Caltrain Service	6.37	7.07
Greyhound Service	3.73	3.96
<b>Total Passengers</b>	<b>10,804</b>	<b>12,167</b>
<b>Total Revenue Hours</b>	<b>2,090.81</b>	<b>2,015.60</b>
<b>Passengers per Hour</b>	<b>5.16</b>	<b>6.03</b>
<b>Lift Trips</b>	<b>206</b>	<b>216</b>
<b>No Shows</b>	<b>62</b>	<b>117</b>
<b>Cancellations</b>	<b>310</b>	<b>344</b>



**FIXED ROUTE PASSENGER CT**

	Business	Clockwise	Counter	Sunnyslope	Southside	Fixed Subtotal
1-Mar	18	55	57	5	10	145
2-Mar	60	47	53	7	10	177
3-Mar	24	54	36	13	11	138
4-Mar	15	35	33	5	4	92
5-Mar						
6-Mar						
7-Mar	14	32	27	7	10	90
8-Mar	21	44	39	6	8	118
9-Mar	33	38	47	5	9	132
10-Mar	21	55	29	7	6	118
11-Mar	12	33	28	6	9	88
12-Mar						
13-Mar						
14-Mar	17	43	30	8	8	106
15-Mar	18	60	34	5	7	124
16-Mar	48	63	36	7	9	163
17-Mar	22	48	41	9	14	134
18-Mar	19	38	30	4	11	102
19-Mar						
20-Mar						
21-Mar	15	35	46	9	9	114
22-Mar	21	41	43	7	5	117
23-Mar	46	65	50	11	12	184
24-Mar	13	69	32	12	15	141
25-Mar	16	30	15	0	0	61
26-Mar						
27-Mar						
28-Mar	12	17	0	0	0	29
29-Mar	17	40	0	0	0	57
30-Mar	23	23	0	0	0	46
31-Mar	21	16	0	0	0	37
<b>TOTALS</b>	<b>526</b>	<b>981</b>	<b>706</b>	<b>133</b>	<b>167</b>	<b>2513</b>
<b>DAILY</b>						
<b>AVERAGE</b>	<b>23</b>	<b>43</b>	<b>31</b>	<b>6</b>	<b>7</b>	<b>109</b>

**WEEKDAYS March 2016**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	1,938	7	333.00		\$ 771.12	\$ 530.50	\$ 164.00	23	\$ 14,706.28
Paratransit	1,872	60	671.19	13,982	\$ 2,313.38	\$ 1,591.80	\$ 492.00	23	\$ 29,641.76
Fixed Route	2,473	40	518.67	5,876	\$ 1,355.81	\$ 330.80	\$ -	23	\$ 22,906.02
Gavilan	2,951	5	317.43	7,472	\$ 2,832.91	\$ 1,276.60	\$ 160.00	23	\$ 14,018.66
Caltrain	1,145	0	179.50	4,690	\$ 1,771.18	\$ 159.40	\$ -	23	\$ 7,927.26
<b>Total</b>	<b>10,379</b>	<b>112</b>	<b>2,019.79</b>	<b>32,020</b>	<b>\$ 9,044.40</b>	<b>\$ 3,889.10</b>	<b>\$ 816.00</b>	<b>115</b>	<b>\$ 89,199.99</b>

**SATURDAY**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	55	0	8.49	206	\$ 84.35	\$ 27.50	\$ -	4	\$ 374.94
Greyhound	102	0	26.45	782	\$ 177.65	\$ 4.80	\$ -	4	\$ 1,168.11
<b>Total</b>	<b>157</b>	<b>0</b>	<b>34.94</b>	<b>988</b>	<b>\$ 262.00</b>	<b>\$ 32.30</b>	<b>\$ -</b>	<b>8</b>	<b>\$ 1,543.06</b>

**SUNDAY**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	\$ -	Service Days	Invoiced
Dial-A-Ride	60	0	9.49	167	\$ 71.45	\$ 8.80	\$ -	4	\$ 419.11
Greyhound	96	0	26.59	774	\$ 168.05	\$ 5.50	\$ -	4	\$ 1,174.29
<b>Total</b>	<b>156</b>	<b>0</b>	<b>36.08</b>	<b>941</b>	<b>\$ 239.50</b>	<b>\$ 14.30</b>	<b>\$ -</b>	<b>8</b>	<b>\$ 1,593.40</b>

**MONTH**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	2,053	7	350.98	373	\$ 926.92	\$ 566.80	\$ 164.00	31	\$ 15,500.33
Paratransit	1,872	60	671.19	13,982	\$ 2,313.38	\$ 1,591.80	\$ 492.00	23	\$ 29,641.76
Fixed Route	2,473	40	518.67	5,876	\$ 1,355.81	\$ 330.80	\$ -	23	\$ 22,906.02
Gavilan	2,951	5	317.43	7,472	\$ 2,832.91	\$ 1,276.60	\$ 160.00	23	\$ 14,018.66
Caltrain	1,145	0	179.50	4,690	\$ 1,771.18	\$ 159.40	\$ -	23	\$ 7,927.26
Greyhound	198	0	53.04	1,556	\$ 345.70	\$ 10.30	\$ -	8	\$ 2,342.41
<b>Total</b>	<b>10,692</b>	<b>112</b>	<b>2,090.81</b>	<b>33,949</b>	<b>\$ 9,545.90</b>	<b>\$ 3,935.70</b>	<b>\$ 816.00</b>		<b>\$ 92,336.44</b>

**FISCAL YEAR TO DATE**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	14,184	188	2,978.47	14,411	\$ 7,636.36	\$ 4,806.66	\$ 1,320.00	268	\$ 127,096.17
Paratransit	18,244	259	5,318.58	102,815	\$ 19,060.95	\$ 15,467.92	\$ 3,650.00	192	\$ 227,078.01
Fixed Route	19,470	349	4,150.70	48,153	\$ 10,828.40	\$ 2,372.47	\$ 20.00	188	\$ 177,256.60
Gavilan	21,046	76	2,263.06	52,591	\$ 20,617.81	\$ 9,170.50	\$ 328.00	195	\$ 96,547.74
Caltrain	9,844	0	1,511.24	38,890	\$ 14,759.09	\$ 1,379.80	\$ 120.00	196	\$ 64,462.41
Greyhound	2,102	0	511.46	14,799	\$ 3,614.73	\$ 68.20	\$ -	77	\$ 21,820.06
<b>Total</b>	<b>84,890</b>	<b>872</b>	<b>16,733.51</b>	<b>271,659</b>	<b>\$ 76,517.34</b>	<b>\$ 33,265.55</b>	<b>\$ 5,438.00</b>	<b>0</b>	<b>\$ 714,260.98</b>

**ADDITIONAL INFORMATION**

	Current Month	Year To Date
Lift Assisted Trips	206	1,612
Turn Downs	0	0
No Shows	62	696
Cancellations	310	2,786
Employee Hours	2,504	21,683
Vehicles - Midday	7	
Vehicles - Peak	8	

**NOTES**

Greyhound Bikes = 0 Gavilan Bikes = 64 Caltrain Bikes = 18  
Fixed Route = 3

## Staff Report

To: Local Transportation Authority  
 From: Sean Reilly Vienna, Transportation Planner Telephone: (831) 637-7665  
 Date: April 21, 2016  
 Subject: Quarterly Operations Performance Report

### Recommendation:

RECEIVE Operations Performance Report for the 2nd Quarter of Fiscal Year 2015/2016.

### Summary:

The Operations Performance Report analyzes all public transportation services that the Local Transportation Authority administers and operates for San Benito County. The Authority contracts with MV Transportation, Inc. for public transit operations (County Express) and Jovenes de Antaño for specialized transportation.

### Financial Considerations:

The Authority provides fuel and vehicle maintenance for County Express operations and vehicle maintenance for specialized transportation operations. The table below shows operations costs and the percentage of the approved budget.

	Expended for 2 <sup>nd</sup> Quarter	Expended Year-to-Date	% of Budget Expended to Date
Fuel	\$29,329.46	\$65,597.00	32.80%
Other Materials and Supplies	\$31,100.11	\$41,370.56	43.36%
Maintenance Labor	\$15,945.94	\$28,675.66	34.70%
Contracted Services	\$235,844.56	\$461,524.08	40.15%
Operators Salaries and Wages	\$27,867.24	\$46,685.58	19.24%

### Background:

The Operations Performance Report typically compares a single quarter in the current and previous fiscal year. The report contains system-wide, individual service, and fiscal year-to-date information for the current and previous fiscal year.

**Staff Analysis:**

**County Express**

During the 2nd quarter of Fiscal Year 2015/2016, County Express experienced a 15.77% decrease in ridership (n = 29,105) from the 2nd quarter of FY 2014/2015 (n = 34,553). Total operational costs decreased by 1.77% in the 2nd quarter of FY 2015/2016 compared to FY 2014/2015, \$340,087.31 and \$344,106.55 respectively. Although there was a decrease in ridership on the fixed route of 12.31%, there was a 10.6% increase in the fixed routes Fare Box Recovery Ratio.

**Specialized Transportation**

Compared to the 2nd quarter of FY 2014/2015 to FY 2015/2016, Specialized Transportation experienced decrease in ridership and decrease in operational costs. Ridership fell 22.06% (3,409 passengers), while operational costs totaled \$49,454.78, a decrease of 27.14%.

Executive Director Review:\_\_\_\_\_

Counsel Review:\_\_\_N/A\_\_\_

Attachment: County Express and Specialized Transportation Operations Performance Report

# COUNTY EXPRESS AND SPECIALIZED TRANSPORTATION OPERATIONS PERFORMANCE REPORT

Fiscal Year 2015/2016

Second Quarter Report  
October 2015 – December 2015

San Benito County  
Local Transportation Authority  
330 Tres Pinos Road, Suite C7  
Hollister, CA 95023  
831.637.7665  
[www.SanBenitoCountyExpress.org](http://www.SanBenitoCountyExpress.org)

April 2016

# Transit and Specialized Transportation Operations Performance Report

Fiscal Year 2015/2016 – Second Quarter

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# Executive Summary

## County Express

During the 2<sup>nd</sup> quarter of Fiscal Year 2015/2016, County Express experienced a 15.77% decrease in ridership (n = 29,105) from the 2<sup>nd</sup> quarter of FY 2014/2015 (n = 34,553). Total operational costs decreased by 1.77% in the 2<sup>nd</sup> quarter of FY 2015/2016 compared to FY 2014/2015, \$340,087.31 and \$344,106.55 respectively. Although there was a decrease in ridership on the fixed route of 12.31%, there was a 10.6% increase in the fixed routes Fare Box Recovery Ratio.

## Specialized Transportation

Compared to the 2<sup>nd</sup> quarter of FY 2014/2015 to FY 2015/2016, Specialized Transportation experienced decrease in ridership and decrease in operational costs. Ridership fell 22.06% (3,409 passengers), while operational costs totaled \$49,454.78, a decrease of 27.14%.

## Financial Impact

Table 1 shows a breakdown of the operational expenses and percent expended of the approved budget.

	Expended for 2nd Quarter	Expended Year-to-Date	% of Budget Expended to Date
Fuel	\$29,329.46	\$65,597.00	32.80%
Other Materials and Supplies	\$31,100.11	\$41,370.56	43.36%
Maintenance Labor	\$15,945.94	\$28,675.66	34.70%
Contracted Services	\$235,844.56	\$461,524.08	40.15%
Operators Salaries and Wages	\$27,867.24	\$46,685.58	19.24%

*Table 1: Operational Costs*

## Notable Events of Fiscal Year 2015-2016

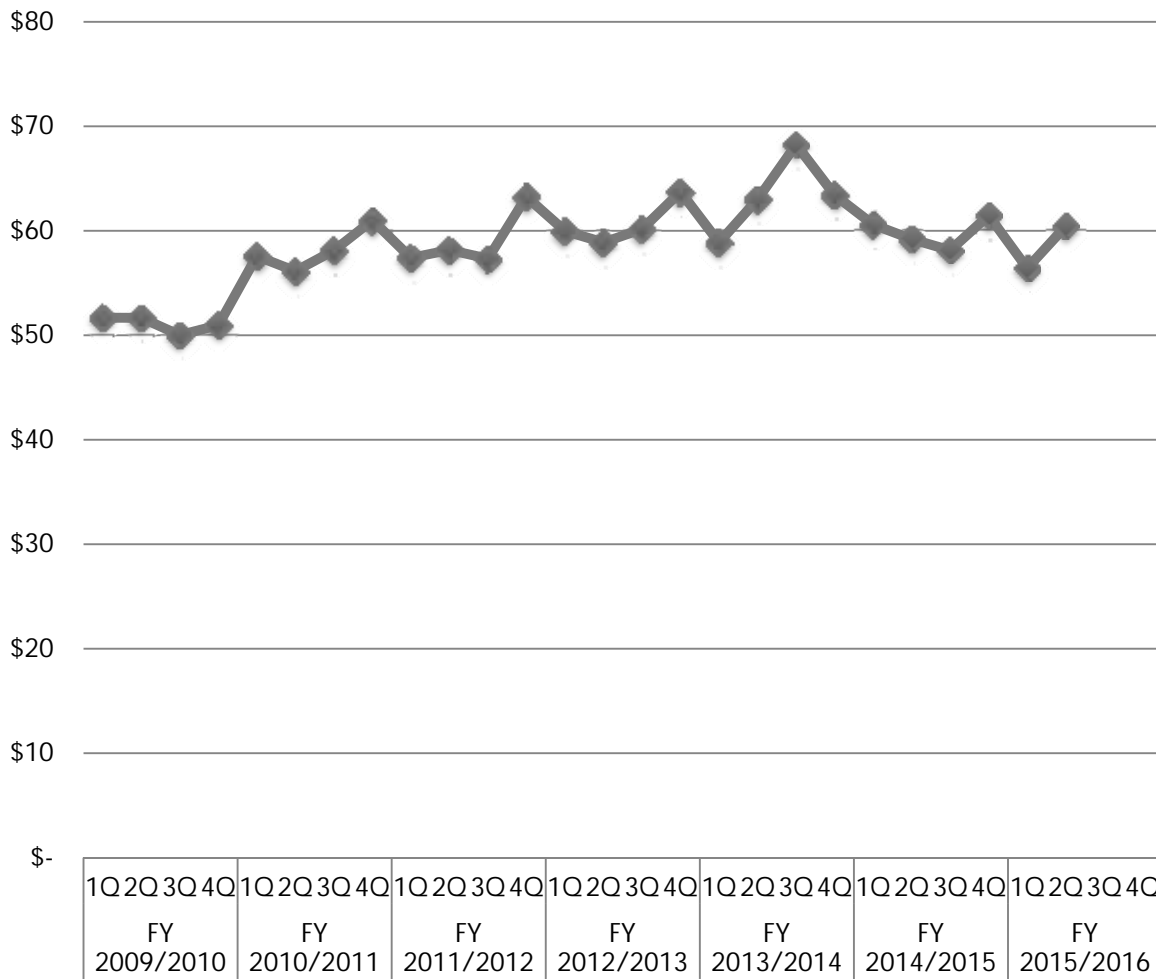
Date	Event
December 2015	Public outreach for the Short Range and Long Range Transit Plan was conducted in both San Juan Bautista and Hollister
December 2015	Public outreach for the Bus Stop Improvement Plan was held in Hollister
December 2015	California Average: \$2.776 per regular unleaded gallon according to the U.S. Energy Information Administration ( <a href="http://www.eia.gov">www.eia.gov</a> ).
November 2015	California Average: \$2.819 per regular unleaded gallon according to the U.S. Energy Information Administration ( <a href="http://www.eia.gov">www.eia.gov</a> ).
October 2015	California Average: \$2.945 per regular unleaded gallon according to the U.S. Energy Information Administration ( <a href="http://www.eia.gov">www.eia.gov</a> ).
September 2015	RouteMatch Scheduling Software went "Live" for County Express' Demand Response Service.
September 2015	California Average: \$3.122 per regular unleaded gallon according to the U.S. Energy Information Administration ( <a href="http://www.eia.gov">www.eia.gov</a> ).
August 31, 2015	Regular Schedule starts up to coincide with the first day of instruction for Gavilan College
August 31, 2015	Kick-Off Meeting for the Bus Stop Improvement Plan, with TJKM Transportation Consultants.
August 2015	California Average: \$3.540 per regular unleaded gallon according to the U.S. Energy Information Administration ( <a href="http://www.eia.gov">www.eia.gov</a> ).
January 3-5, 2015	Limited and special schedule to accommodate the Hollister Freedom Rally and the 4 <sup>th</sup> of July Holiday.
July 2015	California Average: \$3.755 per regular unleaded gallon according to the U.S. Energy Information Administration ( <a href="http://www.eia.gov">www.eia.gov</a> ).



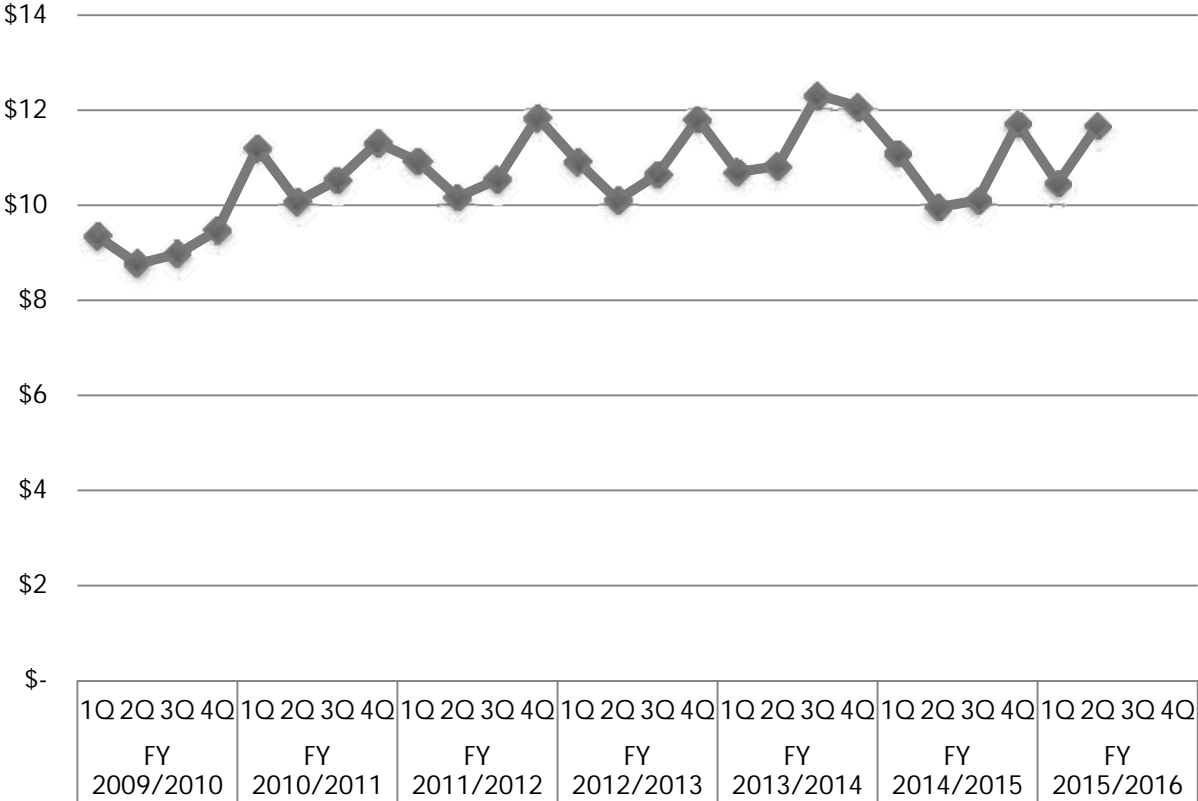
## Performance Indicators

County Express		FY 14/15 2nd Quarter	FY 15/16 2nd Quarter	% Change
Ridership	Fixed Route	7,808	6,847	-12.31%
	Dial-A-Ride	4,578	5,074	10.83%
	Paratransit	8,698	4,707	-45.88%
	Intercounty	13,469	12,477	-7.37%
	System-Wide	34,553	29,105	-15.77%
Revenue Service Hours	Fixed Route	1,420.95	1,392.80	-1.98%
	Dial-A-Ride	1,088.11	998.06	-8.28%
	Paratransit	1,919.70	1,720.62	-10.37%
	Intercounty	1,383.80	1,515.12	9.49%
	System-Wide	5,812.56	5,626.60	-3.20%
Passengers Per Revenue Hour	Fixed Route	5.49	4.92	-10.54%
	Dial-A-Ride	4.21	5.08	20.83%
	Paratransit	4.53	2.74	-39.62%
	Intercounty	9.73	8.23	-15.39%
	System-Wide	5.94	5.17	-12.98%
Cost Per Revenue Hour	Fixed Route	\$58.50	\$57.33	-2.00%
	Dial-A-Ride	\$58.38	\$57.37	-1.73%
	Paratransit	\$58.57	\$57.33	-2.12%
	Intercounty	\$58.43	\$57.32	-1.90%
	System-Wide	\$58.48	\$57.33	-1.97%
Cost Per Passenger	Fixed Route	\$10.65	\$11.66	9.48%
	Dial-A-Ride	\$13.88	\$11.28	-18.73%
	Paratransit	\$12.93	\$20.95	62.03%
	Intercounty	\$6.00	\$6.98	16.33%
	System-Wide	\$9.84	\$11.08	12.60%
Operations Costs	Fuel	\$40,315.70	\$29,329.46	-27.25%
	Other Materials and Supplies	\$20,120.24	\$31,100.11	54.57%
	Maintenance	\$14,970.64	\$15,945.94	6.51%
	Purchased Transportation	\$238,105.20	\$235,844.56	-0.95%
	Operators Salaries and Wages	\$30,189.77	\$27,867.24	-7.69%
Farebox Recovery	Fixed Route	10.94%	12.10%	10.60%
	Dial-A-Ride	9.95%	12.69%	27.54%
	Paratransit	10.75%	6.74%	-37.30%
	Intercounty	23.30%	20.54%	-11.85%
	System-Wide	13.63%	12.84%	-5.80%

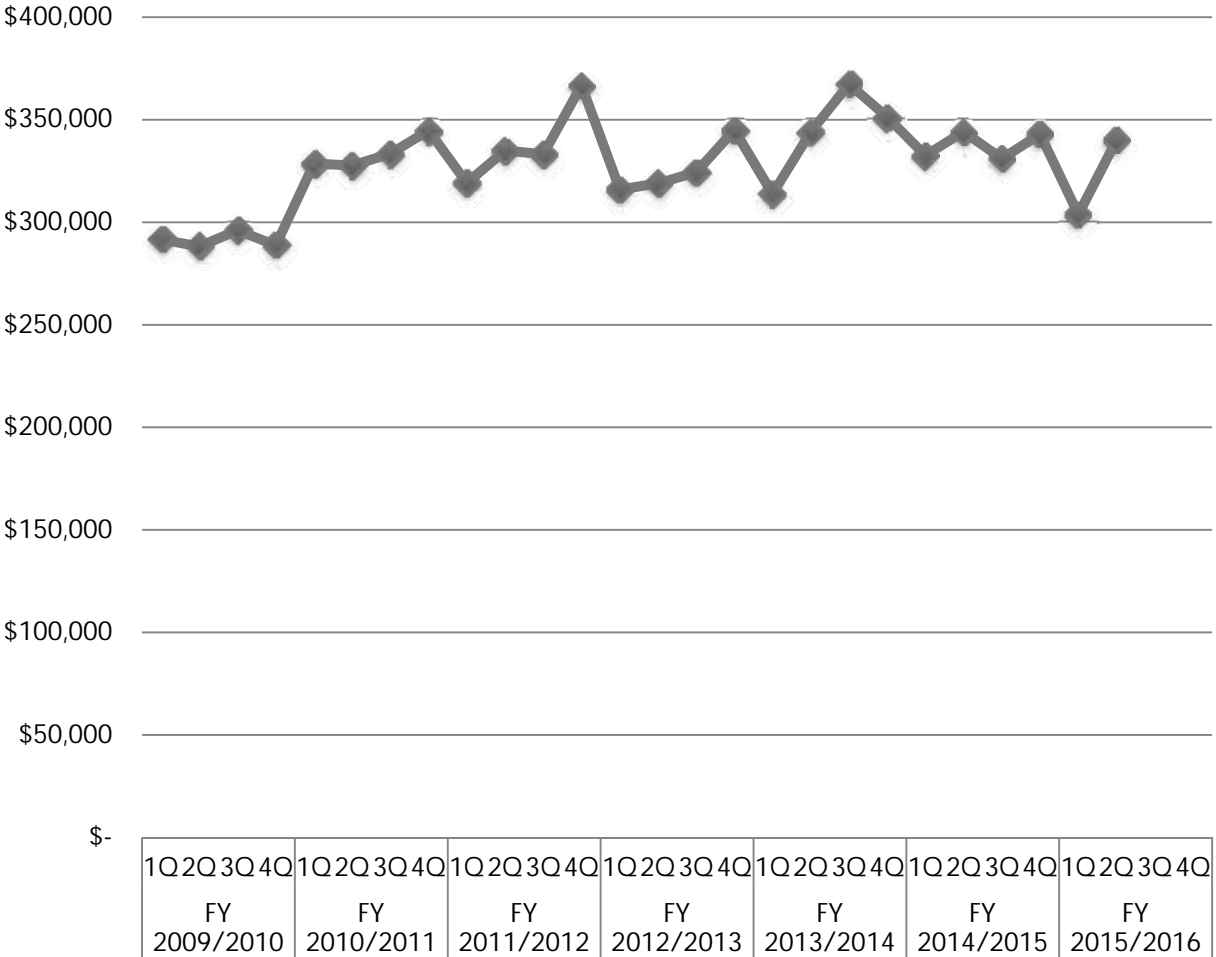
## Cost per Vehicle Revenue Hour



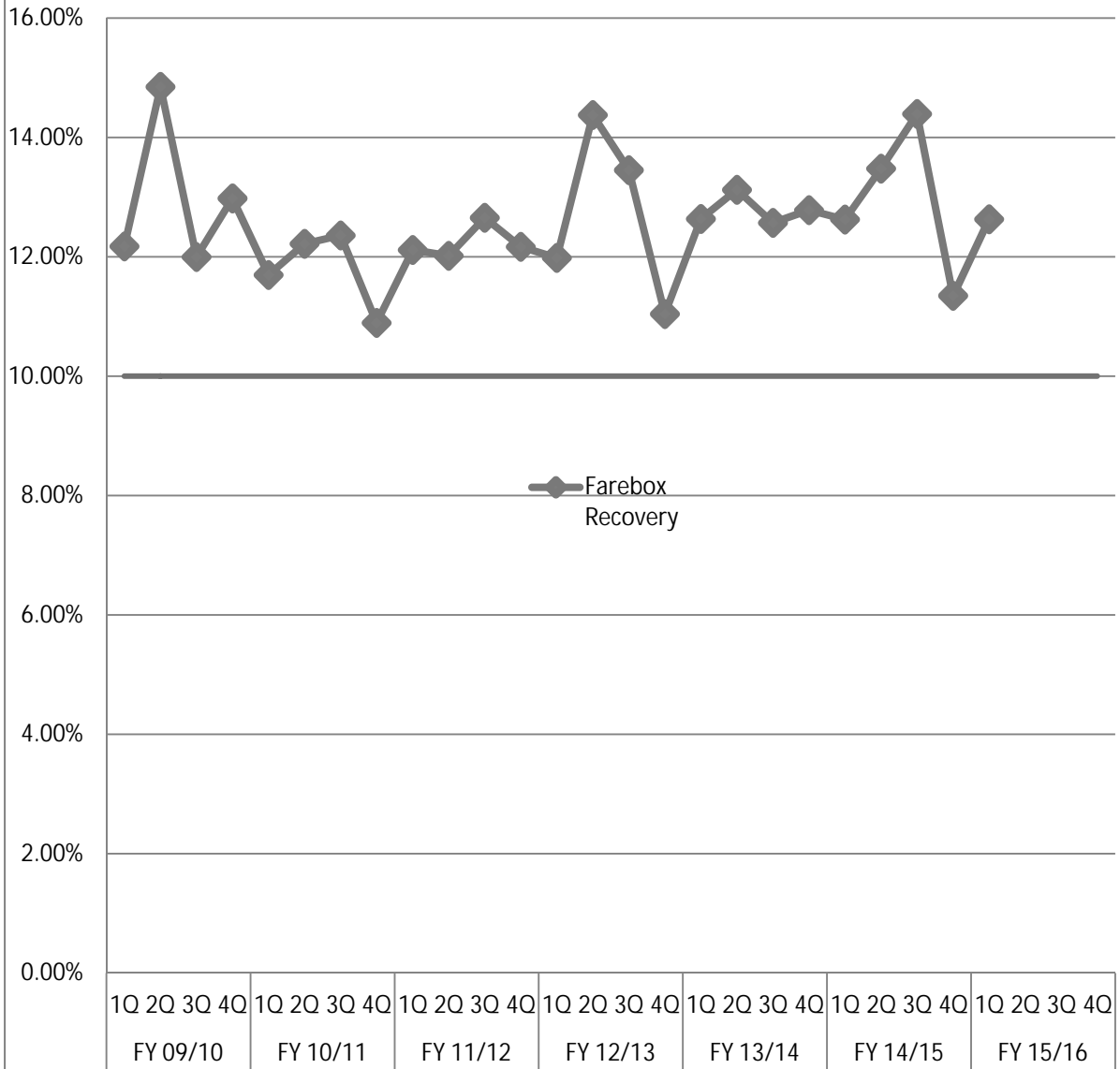
# Cost per Passenger



# Operational Costs

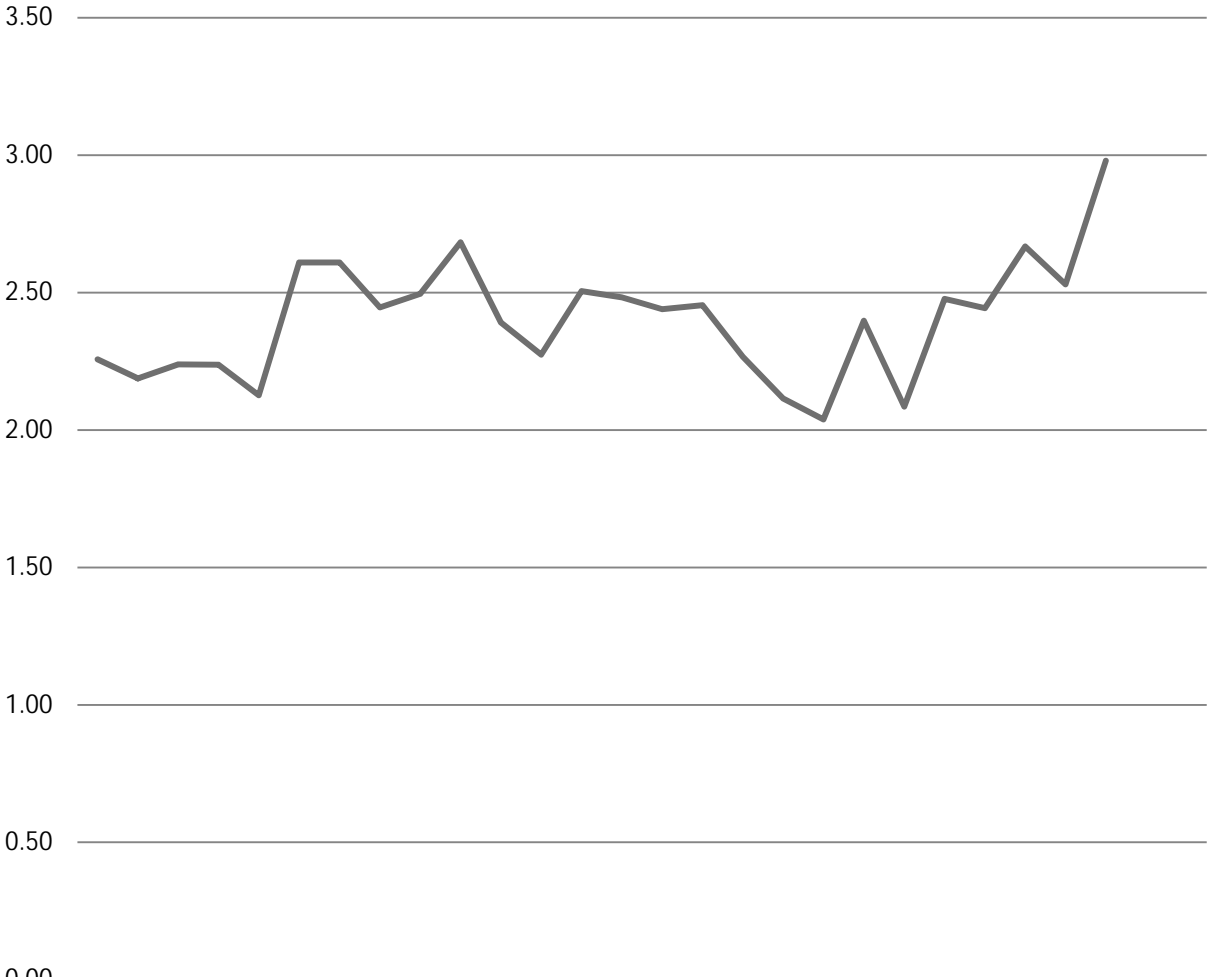


## Farebox Recovery



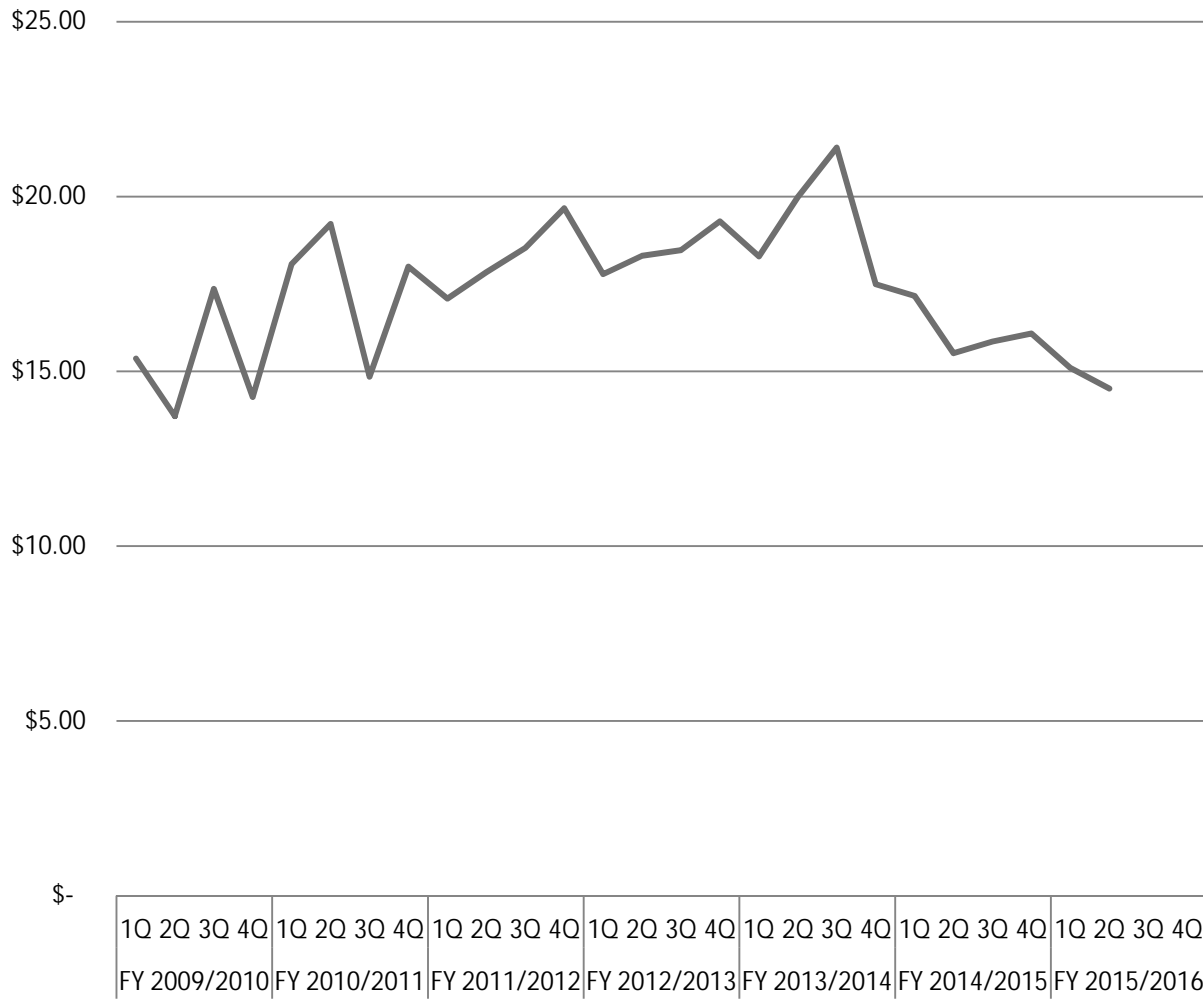
<b>Specialized Transportation</b>		<b>FY 14/15 2nd Quarter</b>	<b>FY 15/16 2nd Quarter</b>	<b>% Change</b>
<b>Ridership</b>	OOCMT	1,923	1,140	40.72%
	Senior Lunch	2,185	2,088	-4.44%
	MSAP	266	181	-31.95%
	System-Wide	4,374	3,409	-22.06%
<b>Revenue Service Hours</b>	OOCMT	1,077.75	604.00	-43.96%
	Senior Lunch	364.00	352.25	-3.23%
	MSAP	332.50	212.50	-36.09%
	System-Wide	1,774.25	1,168.75	-34.13%
<b>Passengers Per Revenue Hour</b>	OOCMT	1.78	1.89	5.78%
	Senior Lunch	6.00	5.93	-1.25%
	MSAP	0.80	0.85	6.47%
	System-Wide	2.47	2.92	18.32%
<b>Cost Per Revenue Hour</b>	OOCMT	\$35.06	\$43.10	22.93%
	Senior Lunch	\$35.47	\$43.30	22.07%
	MSAP	\$35.19	\$43.57	23.81%
	System-Wide	\$35.17	\$43.25	22.97%
<b>Cost Per Passenger</b>	OOCMT	\$19.65	\$22.86	16.34%
	Senior Lunch	\$5.91	\$7.30	23.52%
	MSAP	\$43.98	\$45.02	2.36%
	System-Wide	\$14.26	\$14.51	1.75%
<b>Operations Costs</b>	Other Materials and Supplies	\$1,032.22	\$2,396.97	132.22%
	Maintenance Labor	\$7,131.95	\$5,165.31	-27.58%
	Contracted Services	\$50,903.23	\$32,814.19	-35.54%
	Operator Salaries and Wages	\$7,131.95	\$9,078.31	27.29%
<b>Farebox Recovery</b>	OOCMT	0.31%	1.92%	519.35%
	MSAP	0.64%	1.49%	132.81%
	System-Wide	0.31%	1.26%	306.45%

# Passenger per Hour



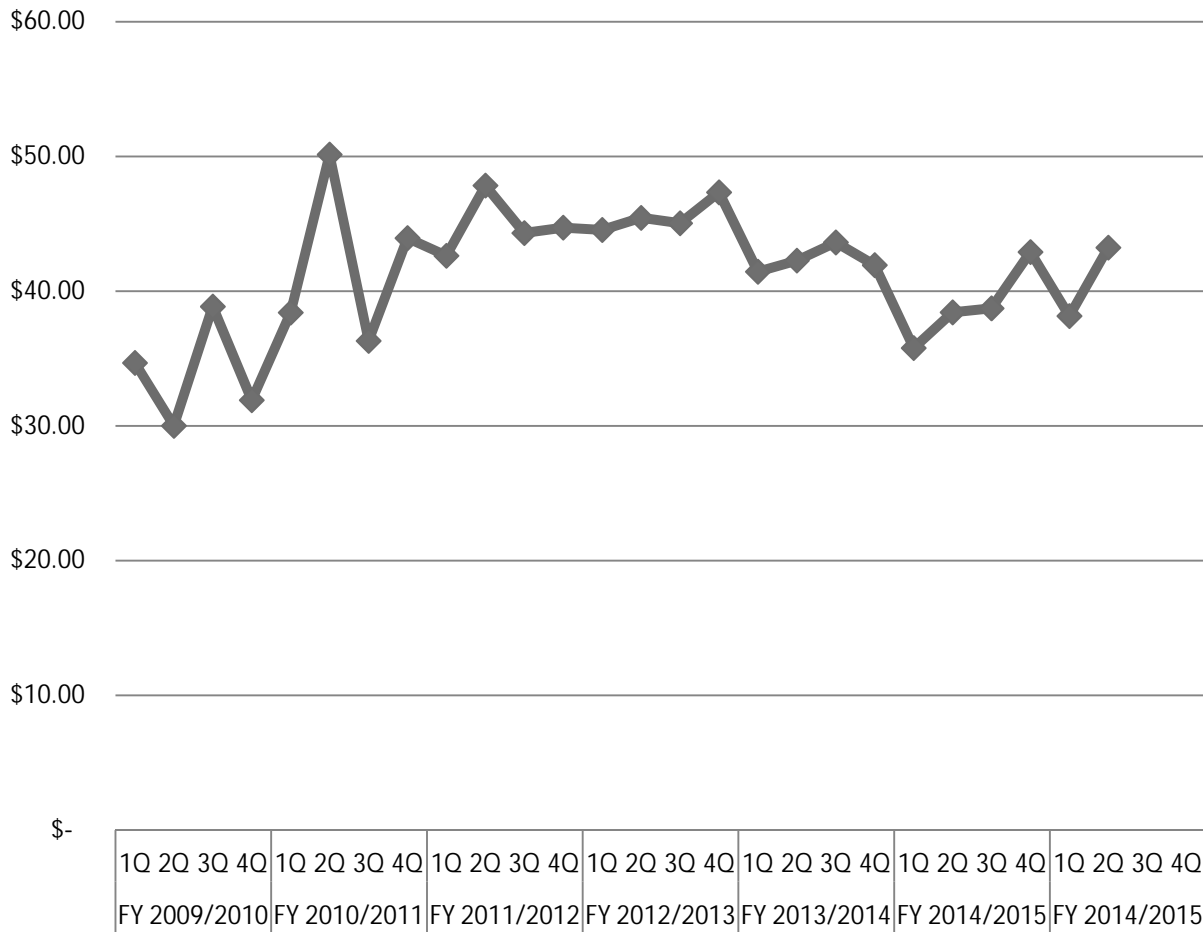
1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q				
FY 2009/2010				FY 2010/2011				FY 2011/2012				FY 2012/2013				FY 2013/2014				FY 2014/2015				FY 2015/2016			

## Cost per Passenger

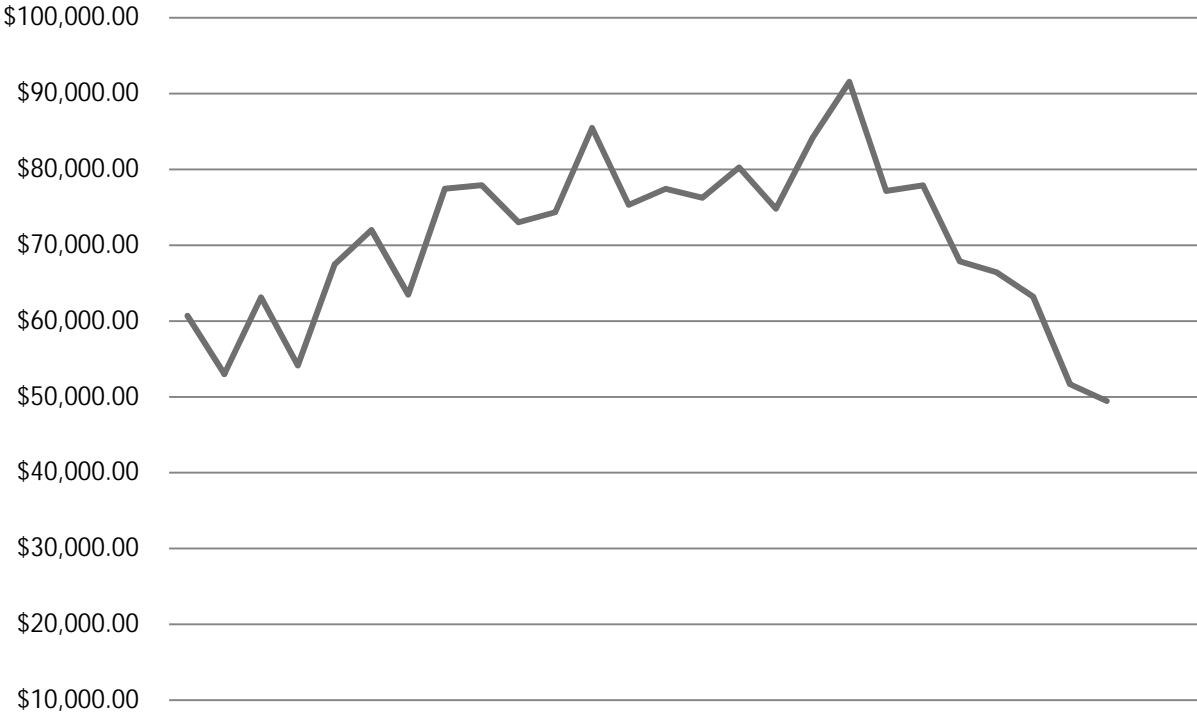




## Cost per Revenue Service Hour

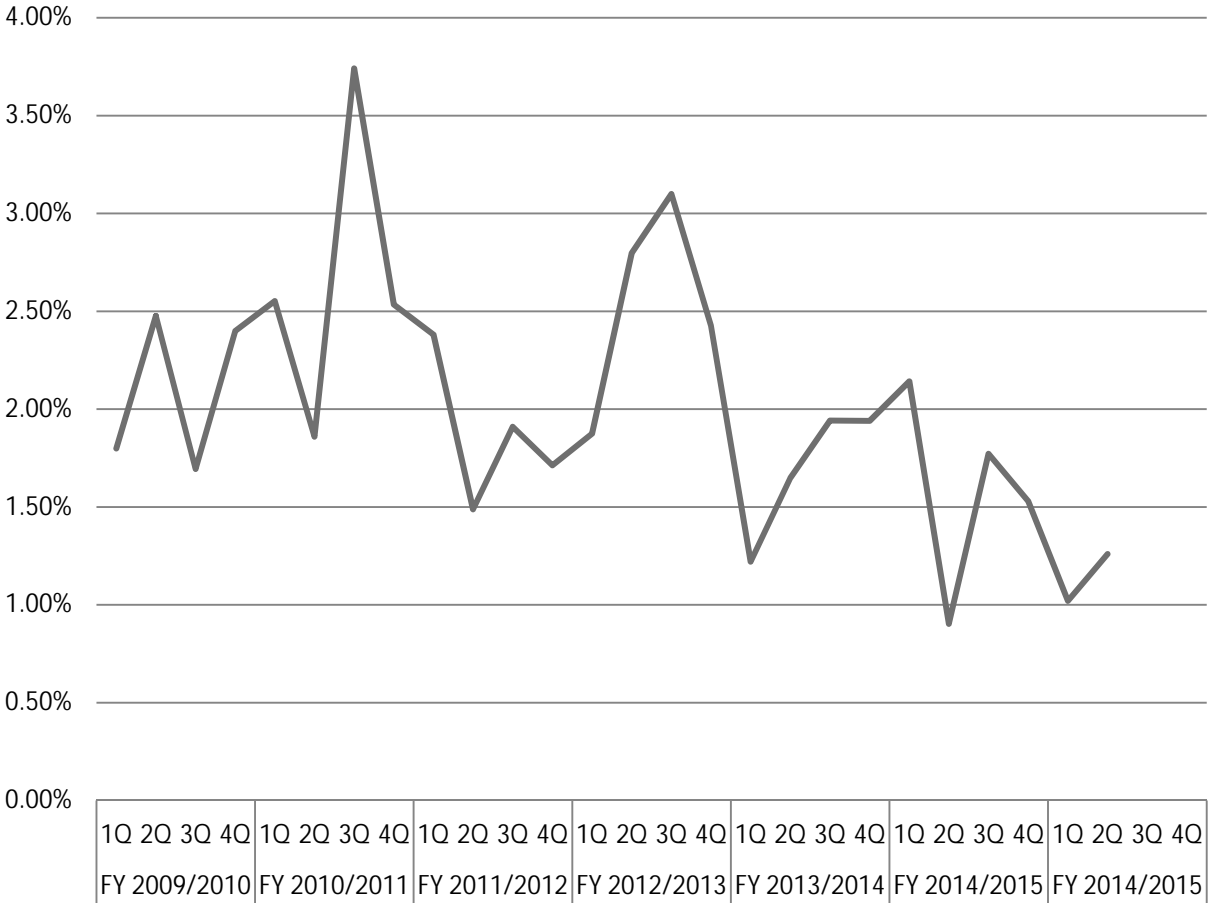


# Operational Costs

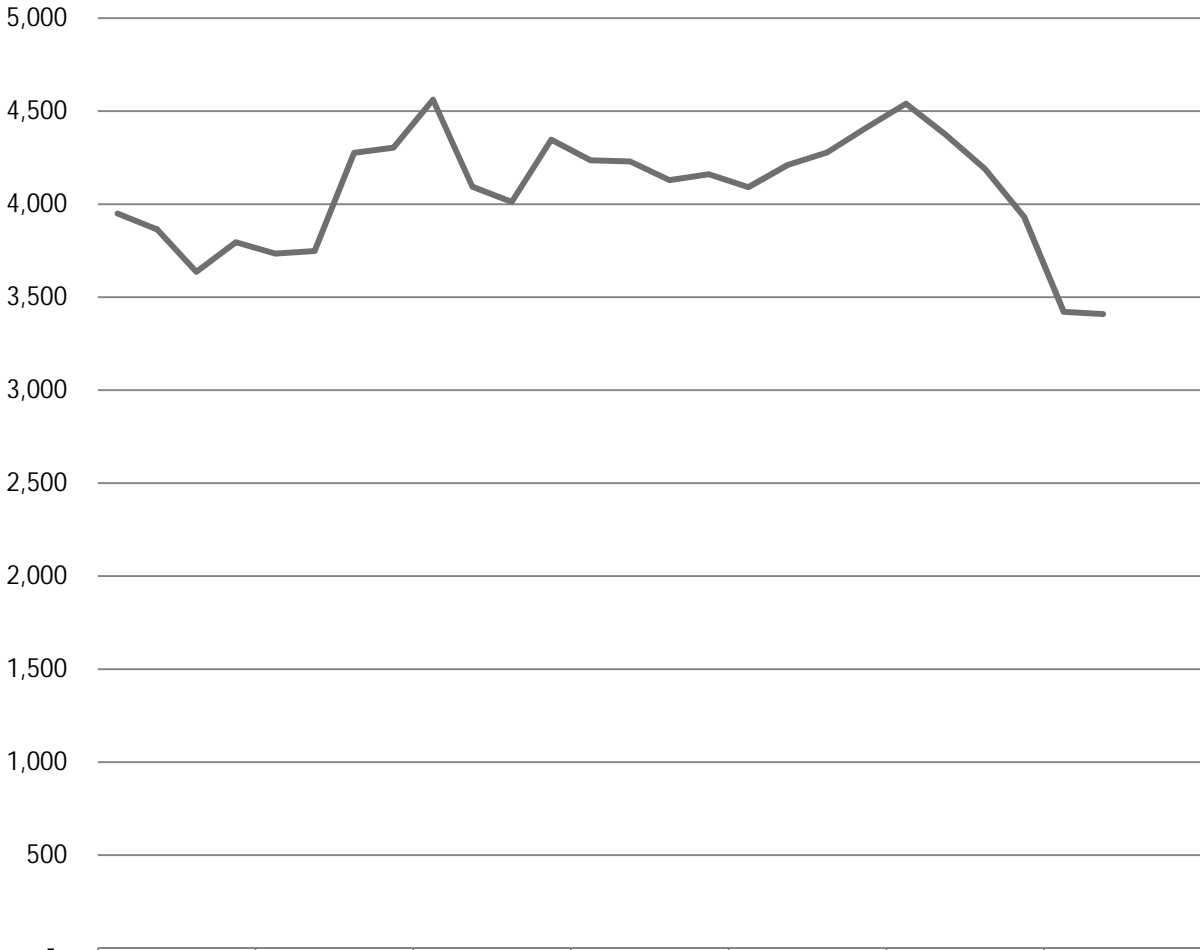


1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
FY 2009/2010				FY 2010/2011				FY 2011/2012				FY 2012/2013				FY 2013/2014				FY 2014/2015				FY 2014/2015			

# Farebox Recovery



# Ridership



1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q				
FY 2009/2010				FY 2010/2011				FY 2011/2012				FY 2012/2013				FY 2013/2014				FY 2014/2015				FY 2015/2016			

## Glossary

Term	Definition
Contracted Services	County Express and Specialized Transportation dispatch, drivers, and management are currently contracted out to MV Transportation, Inc. and Jovenes de Antaño. Contracts with both organizations are set to expire December 31, 2015.
Cost Per Revenue Service Hour	<p>Measures the cost effectiveness of the service or route by the corresponding operational costs. Operations costs include fuel, maintenance, and contract services.</p> $\frac{\text{Fuel} + \text{Other Materials \& Supplies} + \text{Maintenance} + \text{Contracted Services} + \text{Operator Salaries \& Wages}}{\text{Total Revenue Service Hours}} = \text{Cost Per Revenue Service Hour}$
Cost Per Passenger	<p>Measures the cost effectiveness of the service or route by the corresponding passengers. Operations costs include fuel, other materials and supplies, maintenance, contract services and operator salaries and wages.</p> $\frac{\text{Fuel} + \text{Other Materials \& Supplies} + \text{Maintenance} + \text{Contracted Services} + \text{Operator Salaries \& Wages}}{\text{Total Passengers}} = \text{Cost Per Passenger}$
Farebox Recovery	<p>Effectiveness measure capturing the percentage of system operating expenses recovered by fare revenue. The equation for calculating the farebox recovery ratio is:</p> $\frac{\text{Passenger Cash Fares} + \text{Token Sales} + \text{Monthly Pass Sales} + \text{Advertising Revenue}}{\text{Fuel} + \text{Other Materials \& Supplies} + \text{Maintenance} + \text{Contracted Services} + \text{Operator Salaries \& Wages}} = \text{Farebox Recovery}$
Maintenance Labor	Operational cost of in-house maintenance staff
MSAP	Medical Shopping Assistance Program is for San Benito County seniors and persons with disabilities that need escort and/or translation services at the grocery store, bank, and at doctor's appointments. The fare is \$1.25 one-way.
No-Show	A customer who did not call ahead to cancel a scheduled trip on Dial-A-Ride and Paratransit service. Vehicle arrives on site and customer is not there for pickup.
OOCMT	Out-of-County Non-Emergency Medical Transportation for San Benito County seniors and persons with disabilities who need medical treatment not available in the County. Service area ranges from Salinas to Palo Alto.
On-Time Performance	Evaluates timeliness of services. Takes into account early, late, and missed departures on all services. The fare is a zone-based fare that ranges from \$2.00 to \$5.00 one-way.
Operational Cost	<p>County Express total costs include fuel, maintenance, the payments made to MV Transportation, Inc., for operations management services, and the project administration cost by the Local Transportation Authority.</p> <p>Specialized Transportation total costs include maintenance, payments made to Jovenes de Antaño, for operations management services, and the project administration cost by the</p>

Term	Definition
	Local Transportation Authority
Operators Salaries and Wages	Operational cost that includes project administration. Cost of dispatchers, drivers, and management are not included in this category as they are currently contracted through MV Transportation, Inc. and Jovenes de Antaño (see Contracted Services).
Other Materials and Supplies	Operational cost that includes vehicle parts, outside labor, insurance, maintenance and office supplies, cell phone service, legal fees, and etc.
Passengers per Revenue Service Hour	Measures productivity of service or route by the number of passengers served per hour per vehicle. The passengers per revenue service hour is calculated as: $\frac{\text{Total Passengers}}{\text{Total Revenue Service Hours}} = \text{Passengers per Revenue Service Hour}$
Productivity	Measured by passengers per revenue service hour to gauge service efficiency. The passengers per revenue service hour is calculated as: $\frac{\text{Total Passengers}}{\text{Total Revenue Service Hours}} = \text{Passengers per Revenue Service Hour}$
Preventable Incidents with Injury	An avoidable incident (i.e. poor mobility device securement).
Preventable Vehicle Accidents	An avoidable accident (i.e. driver error).
Ridership	Number of one-way passenger trips
Revenue Service Hour	Fixed Route and Intercounty: Time between first printed stop to last printed stop on schedule. Dial-A-Ride and Paratransit: Time between pick-up and drop-off of clients. Does not include idle time or travel time with empty vehicle.
Senior Lunch	Transportation to and from the Senior Lunch Program at the community center in the City of Hollister. There is no fare for this service.
Service Refusal	Service availability cannot be negotiated because of service overload and customer request (i.e. Ride not available because client calls for a ride within 30 minutes).
Total Cost	See Operational Cost

## Staff Report

To: Local Transportation Authority  
From: Sean Vienna, Transportation Planner Telephone: (831) 637-7665  
Date: April 21, 2016  
Subject: Mapping ITS Technology for the 21<sup>st</sup> Century: Using Technology to Improve Safety and Efficiency of San Benito County's Transit System (Contract)

---

### Recommendation:

**APPROVE** Contract between the San Benito County Local Transportation Authority (LTA) and David Rzepinski & Associates for an amount not to exceed \$54,740 for the Mapping ITS Technology for the 21<sup>st</sup> Century: Using Technology to Improve Safety and Efficiency of San Benito County's Transit System (Transit ITS Plan).

### Summary:

In 2014, the LTA applied for and was awarded grant monies from CalTrans to prepare a Transit ITS Plan. In February of 2016, a Request For Proposals (RFP) was released to obtain a transportation consultant to assist LTA with the formulation of the Transit ITS Plan. In April of 2016, the consulting team was selected, notified and contract negotiations were initiated. The final draft of the contract is attached (Attachment 1) for approval by the Board.

### Financial Considerations:

The Local Transportation Authority was awarded a CalTrans Transportation Planning Grant in the amount of \$63,310 to prepare a Transit Plan for San Benito County. A local match of \$6,310 was provided in in-kind LTA staff time. The in-kind local match is provided by existing salaries. The grant will fund LTA staff project management and consultant contract fees (which are not to exceed \$54,740).

### Background:

In 2014, the LTA applied for and was awarded grant monies from CalTrans to prepare a Transit ITS Plan. The Transit ITS Plan will include an inventory of the current technology used by LTA for San Benito County's transit system, a look at best practices in Transit ITS used by comparable transit agencies through California, a public outreach effort to better understand the needs of the transit users in San Benito County, and an implementation plan. The final product of this project will be a formal planning document to be approved by the board.

**Staff Analysis:**

The RFP for the Transit ITS Plan was released in February 2016. LTA received two (2) different proposals, and the highest ranked team (David Rzepinski & Associates) was selected and notified in April of 2016. The proposals were evaluated on a scale of 100 points, the points were awarded for the following criteria: Technical Approach, Product, Experience and qualifications of proposer, Proposed personnel, and Cost.

The project is slated to Kick-off at the end of the April 2016 and be completed no later than December of 2016. The proposed enhancements from the Transit ITS Plan will look to be implemented using Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) monies; being applied for during next year's funding cycle.

Executive Director Review: \_\_\_\_\_

Counsel Review: Yes

Supporting Attachment:        Contract with David Rzepinski & Associates



# DRAFT

## CONTRACT

The SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY ("LTA") and David Rzepinski & Associates ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

**1. Duration of Contract.**

This contract shall commence on April 21, 2016, and end on December 31, 2016 unless sooner terminated as specified herein.

**2. Scope of Services.**

CONTRACTOR, for LTA's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

**3. Compensation for Services.**

In consideration for CONTRACTOR's performance, LTA shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

**4. General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

**5. Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: N/A
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

**6. Termination.**

The number of days of advance written notice required for termination of this contract is thirty (30) days.

7. **Specific Terms and Conditions.** (check one)

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

8. **Information about Contract Administrators.**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for LTA:

Name: Mary Gilbert

Title: Executive Director

Address: 330 Tres Pinos Road, Suite C-7

Hollister, California 95023

Phone No.: (831) 637-7665

Fax No.: (831) 636-4160

Contract Administrator for CONTRACTOR:

Name: David Rzepinski

Title: President

Address: 920 Randolph Road

Santa Barbra, CA 93111

Phone: (310) 692-0274

**SIGNATURES**

APPROVED BY LTA:

Name: Tony Boch, Chair

San Benito County Local Transportation  
Authority

Date: April 21, 2016

APPROVED BY CONTRACTOR:

Name:

Agency: David Rzepinski & Associates

Date:

**APPROVED AS TO LEGAL FORM:**

By: Shirley L. Murphy, Deputy County  
Counsel

Date:

## **ATTACHMENT A**

### **Scope of Services**

CONTRACTOR for the LTA's benefit shall provide the following professional Transportation and Management Consulting services to comprehensively study and recommend improvements to the LTA's County Express and Specialized Transportation Services Intelligent Transportation System (ITS).

From project initiation through completion, the CONTRACTOR's project team (including sub consultant Ilium Associates, Inc.) will proactively engage San Benito County Local Transportation Authority (LTA) and its partners. Frequent interaction, including on-site meetings, written monthly progress memos, and weekly telephone updates will provide LTA with a thorough understanding of the project's progress and all deliverables.

#### **Task 1: Initial Data Review and Information Collection**

- 1.A. Meet with LTA staff and stakeholders
- 1.B. Site visit (LTA, contractor facilities, and equipment)
- 1.C. Review and analyze LTA documents  
(SRTP, LRTP, Central Coast ITS Implementation Plan)
- 1.D. Begin development of data review findings
- 1.E. Sub-Contractor (Ilium) initial visit and survey review
- 1.F. Begin weekly reporting to LTA Project Manager.
- 1.G. Begin monthly reporting

#### **Task 1 Deliverables**

- Notes from Kick-Off Meeting with LTA
- Notes from stakeholder meeting
- Monthly Progress Reports (Memos) to LTA project manager (on-going)
- Weekly Progress (emails) to LTA project manager (on-going)
- Draft survey from Ilium

#### **Task 2: Data Analysis and Assessment**

- 2.A. Develop detailed ITS Inventory
- 2.B. Incorporate data review, interview data, LTA document findings, and inventory findings into preliminary analysis
- 2.C. Sub-Contractor (Ilium) to conduct survey (including: survey design, surveyor recruitment, web application, materials, social media messaging)

- 2.D. Continue Weekly reporting to LTA Project Manager
- 2.E. Continue monthly reporting to LTA Project Manager
- 2.F. Two Focus Group Sessions lead by Ilium Associates, Inc.

## **Task 2 Deliverables**

- Inventory list of current system ITS
- Draft Existing Conditions Report on findings from data review, interview review, document findings, and inventory findings
- Initial results from Sub-Contractor Survey
- Results from Focus Group Sessions lead by Ilium
- Monthly Progress Reports (Memos) to LTA project manager (on-going)
- Weekly Progress (emails) to LTA project manager (on-going)

## **Task 3: Final Reporting**

- 3.A. Quantify public outreach and engagement results
- 3.B. Prepare and present draft Technology Needs Assessment for LTA review
- 3.C. Prepare and present Draft Implementation Plan for LTA review
- 3.D. Revise and deliver final Technology Needs Assessment
- 3.E. Revise and deliver final Implementation Plan
- 3.F. Formal presentation of ITS Transit Plan (Inventory, Needs Assessment, and Implementation Plan) to LTA Board of Directors

## **Task 3 Deliverables**

- Draft Needs Assessment Report
- Draft Implementation Plan
- Final ITS Transit Plan (Document)
- Final ITS Plan (Presentation)
- Monthly Progress Reports (Memos) to LTA project manager (on-going)
- Weekly Progress (emails) to LTA project manager (on-going)

### Schedule

	April 2016 Contract Award	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16
<b>Task 1 - Initial Data Review and Information Collection</b>							
1.A. Meet with LTA staff and stakeholders							
1.B. Site visit (LTA, contractor facilities, & equipment)							
1.C. Review and analyze LTA documents (SRTP, LRTP, Central Coast ITS Implementation Plan)							
1.D. Begin development of data review findings							
1.E. Sub-contractor (Illum) initial visit & survey review							
1.F. Begin weekly reporting to LTA Project Manager							
1.G. Begin monthly reporting							
<b>Task 2 - Data Analysis and Assessment</b>							
2.A. Develop detailed ITS Inventory							
2.B. Incorporate data review, interview data, LTA document findings, and inventory findings into preliminary analysis							
2.C. Sub-contractor (Illum) to conduct survey (including, survey design, surveyor recruitment, web application, materials, social media messaging)							
2.D. Continue weekly reporting to LTA Project Manager							
2.E. Continue monthly reporting							
<b>Task 3 - Final Reporting</b>							
3.A. Quantify public outreach and engagement results							
3.B. Prepare and present draft Technology Needs Assessment for review							
3.C. Prepare and present draft Implementation Plan for review							
3.D. Revise and deliver final Technology Needs Assessment							
3.E. Revise and deliver final Implementation Plan							
3.F. Formal presentation of ITS Transit Plan (Inventory, Needs Assessment, & Implementation Plan)							

CONTRACTOR proposes the above schedule, assuming an award date of April 21, 2016 as stated in the RFP. It should be noted that CONTRACTOR is willing to work with LTA staff on an accelerated schedule if desired. Under this schedule, it is assumed that Board approval of the BSIP would occur no later than October 2016.

**ATTACHMENT B**  
**Payment Schedule**

**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 Attachment A.
- The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by LTA to CONTRACTOR at the address specified in paragraph 7 of this 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 \$ 54,740.00.

For services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

**B-4. SPECIAL COMPENSATION TERMS: (check one)**

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

**ATTACHMENT C**  
**General Terms and Conditions**

**C-1. INDEMNIFICATION.**

CONTRACTOR and LTA each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

**C-2. GENERAL INSURANCE REQUIREMENTS.**

Without limiting CONTRACTOR's duty to indemnify LTA, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that LTA shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

**C-3. INSURANCE COVERAGE REQUIREMENTS.**

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

#### **C-4. CERTIFICATE OF INSURANCE.**

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of LTA, CONTRACTOR shall file certificates of insurance with LTA, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to LTA as the insurance required herein. CONTRACTOR further agrees to notify LTA in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

#### **C-5. RECORDS TO BE MAINTAINED.**

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 LTA or its authorized representative, Federal Transit Administration (FTA), or any duly authorized representative of the Federal Government 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.

#### **C-6. RETENTION OF RECORDS.**

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 insure the maintenance of the records beyond the initial three year period shall arise only if the LTA notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

#### **C-7. TITLE TO DOCUMENTS; COPYRIGHT.**

All reports and other materials collected or produced by the 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 the 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.

#### **C-8. 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.

#### **C-9. 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 the services hereunder. CONTRACTOR further covenants that, in the

performance of this contract, no subcontractor or person having such an interest shall be used or employed.

**C-10. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

**C-11. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

**C-12. 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.

**C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.**

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

**C-14. NEGOTIATED CONTRACT.**

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

**C-15. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract 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 contract are declared to be severable.

**C-16. ENTIRE CONTRACT.**

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

**C-17. TIME IS OF THE ESSENCE.**

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

**C-18. TERMINATION.**

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, LTA shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

**C-19. NOTICES.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract 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 in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

**C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.**

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

**C-21. MATERIALITY.**

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

**C-22. WAIVER.**

Waiver by either party of a breach of any covenant of this contract 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 contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

**C-23. AUTHORITY AND CAPACITY.**

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

**C-24. BINDING ON SUCCESSORS.**

All of the conditions, covenants and terms herein contained 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 contract.

**C-25. 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.

**C-26. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract 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 contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

**C-27. 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 contract may hereunder 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.

**C-28. REDUCTION OF CONSIDERATION.**

CONTRACTOR agrees that LTA shall have the right to deduct from any payments specified in Attachment B any amount owed to LTA by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract 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 Attachment B, 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.

**C-29. COUNTERPARTS.**

This contract 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 contract.

**C-30. FINANCIAL PENALTY.**

In the event any critical project milestone is not attained as agreed upon at the project initiation meeting, TJKM Transportation Consultants will pay the LTA a financial penalty equal to two hundred dollars (\$200.00) for every "late day" incurred.

**END OF ATTACHMENT C.**

## Staff Report

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To: Local Transportation Authority  
From: Sean Reilly Vienna, Transportation Planner Telephone: (831) 637-7665  
Date: April 21, 2016  
Subject: Drug and Alcohol Testing Policy

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### Recommendation:

**APPROVE** and **ADOPT** Drug and Alcohol Testing Policy for San Benito County Local Transportation Authority.

### Summary:

The California Association for Coordinated Transportation (CalACT) provided legal review of current LTA Drug and Alcohol policy, to ensure compliance with CalTrans and FTA rules and regulations. The new LTA Drug and Alcohol Policy incorporates the changes put forward by CalACT's legal review.

### Financial Impact:

There is no financial impact of the update.

### Discussion:

The LTA board approved a Drug and Alcohol Policy in 2012, to bring LTA into compliance with CalTrans' rules and regulations. CalACT provided legal review of the Drug and Alcohol Policy for all of the "small, rural, and specialized transportation services" throughout the state. This new policy incorporates the changes put forward by CalACT and brings LTA's Drug and Alcohol Policy into compliance with CalTrans and FTA rules and regulations.

**Staff recommends that the Board APPROVE and ADOPT the Drug and Alcohol Testing Policy.**

Executive Director Review: \_\_\_\_\_

Counsel Review:   N/A  

Attachment: San Benito County Local Transportation Authority Drug and Alcohol Testing Policy

**SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY  
DRUG AND ALCOHOL TESTING POLICY  
MARCH 2016**

**DRAFT**

**A. PURPOSE**

- 1) The San Benito County Local Transportation Authority (LTA) provides public transit and paratransit services for the residents and visitors of San Benito County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, LTA declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation (USDOT) has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
- 3) Any provisions set forth in this policy that are included under the sole authority of LTA and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of LTA will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

**B. APPLICABILITY**

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or person controlling the movement of revenue service vehicles and any transit employee who operates a vehicle that requires a Commercial Drivers License. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

## C. DEFINITIONS

*Accident:* An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn or windshield wipers that makes them inoperative.

*Adulterated specimen:* A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

*Alcohol:* The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

*Alcohol Concentration:* Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

*Aliquot:* A fractional part of a specimen used for testing, it is taken as a sample representing the whole specimen.

*Canceled Test:* A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which has been canceled. A canceled test is neither positive nor negative.

*Confirmatory Drug Test:* A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

*Confirmatory Validity Test:* A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

*Covered Employee Under FTA Authority:* An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

*Designated Employer Representative (DER):* An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required



decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

*Department of Transportation (DOT):* For the purpose of Drug and Alcohol regulatory oversight, DOT is the department of the federal government which includes the Federal Transit Administration, Federal Railroad Administration, Federal Aviation Administration, Federal Motor Carriers' Safety Administration, Pipeline & Hazardous Materials Safety Administration, United States Coast Guard, and the Office of the Secretary of Transportation.

*Dilute specimen:* A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

*Disabling damage:* Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that makes them inoperative.

*Evidentiary Breath Testing Device (EBT):* A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list.

*Initial Drug Test (Screening Drug Test):* The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

*Initial Specimen Validity Test:* The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

*Invalid Result:* The result reported by a Department of Health & Human Services (HHS)-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted results cannot be established for a specific drug or specimen validity test.

*Laboratory:* Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

*Limit of Detection (LOD):* The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

*Limit of Quantitation:* For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

*Medical Review Officer (MRO):* A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and

evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

*Negative Dilute:* A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

*Negative result:* The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

*Non-negative test result:* A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.

*Oxidizing Adulterant:* A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

*Performing (a safety-sensitive function):* A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

*Positive result:* The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

*Prohibited drug:* Identified as marijuana, cocaine, opiates, amphetamines (including ecstasy), or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

*Reconfirmed:* The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

*Rejected for Testing:* The result reported by an HHS- Certified laboratory when no tests are performed for a specimen because of a fatal flaw or a correctable flaw that has not been corrected.

*Revenue Service Vehicles:* All transit vehicles that are used for passenger transportation service.

*Safety-sensitive functions:* Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling the movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

*Split Specimen Collection:* A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

*Substance Abuse Professional (SAP):* A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse (ICRC) or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor (NBCC)) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

*Substituted specimen:* A urine specimen with creatinine and specific gravity values that are so diminished, or so divergent that they are not consistent with normal human urine.

*Test Refusal:* The following are considered a refusal to test if the employee:

- (1) Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
- (2) Fails to remain at the testing site until the testing process is complete
- (3) Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
- (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
- (5) Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- (6) Fails or declines to take a second test the employer or collector has directed you to take
- (7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
- (8) Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
- (9) If the MRO reports that there is verified adulterated or substituted test result
- (10) Failure or refusal to sign Step 2 of the alcohol testing form

- (11) Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- (12) Possess or wear a prosthetic or other device that could be used to interfere with the collection process
- (13) Admit to the collector or MRO that you adulterated or substituted the specimen.

*Verified negative test:* A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

*Verified positive test:* A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

*Validity testing:* The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

#### **D. EDUCATION AND TRAINING**

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

#### **E. PROHIBITED SUBSTANCES**

- 1) Prohibited substances addressed by this policy include the following.
  - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal

prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA Authority be tested for marijuana, cocaine, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), and phencyclidine as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a LTA supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
- c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. A random or reasonable suspicion alcohol test can only be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under LTA authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

## F. PROHIBITED CONDUCT

- 1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR PART 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.

- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7) LTA under its own authority also prohibits the consumption of alcohol at all times when employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all LTA employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

#### **G. DRUG STATUTE CONVICTION**

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the LTA management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q.10 of this policy.

## H. TESTING REQUIREMENTS

- 1) Analytical urine drug testing and breath testing for alcohol will be conducted using the testing methodologies and thresholds defined in 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion and random alcohol test can be performed just before, during, or after the performance of a safety-sensitive job function. Under LTA authority, a non-DOT alcohol test can be performed any time an employee is on duty.
- 3) All employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with LTA. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

## I. DRUG TESTING PROCEDURES

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opiates (including heroin), amphetamines (including methamphetamine and ecstasy), and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative

laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the LTA Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative to the DAPM.

- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. LTA will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, however LTA will seek reimbursement for the split sample test from the employee.
- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled. If the split specimen is not available to analyze the MRO will direct LTA to retest the employee under direct observation.
- 7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.



## 8) Observed collections

- a. Consistent with 49 CFR part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
  - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to LTA that there was not an adequate medical explanation for the result;
  - ii. The MRO reports to LTA that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
  - iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to you as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
  - iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
  - v. The temperature on the original specimen was out of range;
  - vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
  - vii. All follow-up-tests; or
  - viii. All return-to-duty tests

## J. ALCOHOL TESTING PROCEDURES

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHSTA. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect

the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

- 2) An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) LTA affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

#### K. PRE-EMPLOYMENT TESTING

- 1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
  - a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
  - b. An employee shall not be placed, transferred or promoted into a position covered under FTA or company authority until the employee takes a drug test with verified negative results.
  - c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be referred to a SAP. Failure of a pre-employment drug test will disqualify an applicant for employment to a position covered by FTA for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
  - d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.

- e. If a pre-employment test is canceled, LTA will require the applicant to take and pass another pre-employment drug test.
- f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide LTA with signed written releases requesting FTA drug and alcohol records from all previous, DOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. LTA is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide LTA proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

#### L. REASONABLE SUSPICION TESTING

- 1) All LTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under LTA's authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
- 2) LTA shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee suspected to have used a prohibited drug and/or engaged in alcohol misuse shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an

instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.

- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the LTA.
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. LTA shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the LTA. Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority. However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

#### **M. POST-ACCIDENT TESTING**

- 1) FATAL ACCIDENTS - All employees covered under FTA authority will be required to undergo urine and breath testing if they are involved in an accident with a transit revenue service vehicle regardless of whether or not the vehicle is in revenue service that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident
- 2) NON-FATAL ACCIDENTS - A post-accident test of the operator will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage, unless the operator's performance can be completely discounted as a contributing factor to the accident.
  - a. As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.
  - b. The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

- c. Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.
- d. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
- e. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- f. In the rare event that LTA is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), LTA may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

#### **N. RANDOM TESTING**

- 1) All covered employees will be subjected to random, unannounced testing. Employees covered under FTA authority will be selected from a pool of DOT-covered safety-sensitive employees. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of employees.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations. The current random testing rate for drugs established by FTA equals twenty-five percent of the number of covered employees in the pool and the random testing rate for alcohol established by FTA equals ten percent of the number of covered employees in the pool.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from any testing pool of non-safety sensitive employees that are included solely under LTA authority.

- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can be performed just before, during, or just after the performance of a safety sensitive duty. However, under LTA's authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

#### **O. RETURN-TO-DUTY TESTING**

All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undo concerns for public safety.

#### **P. FOLLOW-UP TESTING**

Covered employees will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing. In the instance of a self-referral of a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

#### **Q. RESULT OF DRUG/ALCOHOL TEST**

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available and referred to a Substance Abuse Professional (SAP) for assessment. No employee will be allowed to return to duty requiring the performance of safety-sensitive job functions without the approval of the SAP and the employer.

- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
  
- 3) Refusal to submit to a drug/alcohol test shall be considered a positive test result and a direct act of insubordination and shall result in termination and referral to an SAP. A test refusal includes the following circumstances:
  - a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
  - b. Fails to remain at the testing site until the testing process is complete
  - c. Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
  - d. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
  - e. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
  - f. Fails or declines to take a second test the employer or collector has directed you to take
  - g. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
  - h. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
  - i. If the MRO reports that there is verified adulterated or substituted test result
  - j. Failure or refusal to sign Step 2 of the alcohol testing form
  - k. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
  - l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process
  - m. Admit to the collector or MRO that you adulterated or substituted the specimen

- 4) For the first instance of a verified positive test from a sample submitted as the result of a random, drug/alcohol test ( $\geq 0.04$  BAC), disciplinary action against the employee shall include:
- n. Mandatory referral to Substance Abuse Professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
  - o. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from LTA employment.
    - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; in the judgment of the SAP the employee is cooperating with his/her SAP recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in Section P of this policy.
  - p. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination.
  - q. A periodic unannounced follow-up drug/alcohol test which results in a verified positive test shall result in termination from LTA employment.
- 5) The second instance of a verified positive drug or alcohol ( $\geq 0.04$  BAC) test result including a sample submitted under the random, reasonable suspicion, return-to-duty, or follow-up drug/alcohol test provisions herein shall result in termination from LTA employment.
- 6) A verified positive post-accident, or reasonable suspicion drug and/or alcohol ( $\geq 0.04$ ) test shall result in termination.
- 7) An alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  BAC shall result in the removal of the employee from duty for eight hours or the remainder of the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to an alcohol test with a result of less than 0.02 BAC. If the employee has an alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  two or more times within a six month period, the employee will be removed from duty and referred for assessment and treatment consistent with Section Q. of this policy.
- 8) The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. The employee will be permitted to take accrued sick leave or administrative leave to participate in the prescribed treatment program. If the employee has insufficient accrued leave, the employee shall be placed on leave without pay until the employee has successfully completed the required treatment program and has been released to return-to-duty. Any leave taken, either paid or unpaid, shall be considered leave taken under the Family and Medical Leave Act.
- 9) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:



- r. Mandatory referral for an assessment by an employer approved counseling professional, formulation of a treatment plan, and execution of a return to work agreement;
  - s. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from LTA employment.
    - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in Section P of this policy.
  - t. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. All tests conducted as part of the return to work agreement will be conducted under company authority and will be performed using non-DOT testing forms.
  - u. A self-referral or management referral to the employer's approved counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q. of this policy.
  - v. Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q. of this policy.
  - w. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with LTA.
  - x. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 10) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

## **R. GRIEVANCE AND APPEAL**

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

## **S. PROPER APPLICATION OF THE POLICY**

LTA is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the

requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

## **T. INFORMATION DISCLOSURE**

- 1) Drug/alcohol testing records shall be maintained by the LTA Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the preceding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over LTA or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken

11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

## Attachment A

Job Title	Job Duties	Testing Authority
Supervising Mechanic	Under general direction, to supervise the daily operations of the shop and to perform a variety of skilled inspection, diagnosis, maintenance, servicing, and repair work on gas, natural gas, and diesel power driven equipment; and to do related work as required.	DOT  LTA
Heavy Mechanic I	Under general direction, to perform a variety of skilled inspection, diagnosis, maintenance, servicing, and repair work on gas, and diesel power driven equipment; and to do related work as required.	DOT  LTA
Heavy Mechanic II	Under general supervision, to perform skilled work in repairing, overhauling and maintaining diesel and gasoline-powered automotive, road construction and maintenance equipment; and to do related work as required.	DOT  LTA
Heavy Mechanic III	Under general supervision, to skillfully perform a variety of inspection, diagnosis, maintenance, servicing, and repair work on gas, propane, and diesel power driven equipment; and to do related work as required.	DOT  LTA
Heavy Mechanic Assistant	Under supervision, to inspect, lubricate and service gasoline and diesel powered heavy- duty trucks and equipment and automobiles; and to assist journey level mechanics by performing sub-journey level repair duties.	DOT  LTA

## Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

### LTA Drug and Alcohol Program Manager

Company:	San Benito County Local Transportation Authority
Contact Person:	Mary Gilbert
Address:	330 Tres Pinos Road, Suite C7, Hollister, CA 95023
Telephone Number:	(831) 637-7665

### Medical Review Officer

Company:	Heinen Medical
Contact Person:	Dr. Brain Heinen
Address:	151 Leon Ave. Eunice. LA 70535
Telephone Number:	(337) 457-0493

### Substance Abuse Professional

Company:	Human Behavior Associates, Inc.
Contact Person:	James Wallace - President
Address:	1350 Hayes St., Suite B-100, Benicia, CA 94510
Telephone Number:	(707) 747-0117

### HHS Certified Laboratory Primary Specimen

Company:	Alere Toxicology Services
Address:	1111 Newton St, Gretna, LA 70053
Telephone Number:	800-433-3823

### HHS Certified Laboratory Split Specimen

Company:	Baptist Medical Center
Address:	11401 I-30, Little Rock, AR 72209
Telephone Number:	501-202-2783

## Closed Session

### **Conference with Legal Counsel-Existing Litigation**

Pursuant to Subdivision (a) & (d) (1) of Section 54956.9:

Name of Case: Luis Rodriguez, et al. v. MV Transportation, Inc., et al. Superior Court of California, County of San Benito, Case No. CU-15-00159