

ORIGINAL

RESOLUTION NO. R-2014-06

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
THE PACE BUS LOCALLY BASED SERVICE AGREEMENT  
AND THE ADOPTION OF THE PACE DRUG AND ALCOHOL POLICY AND THE  
PACE SAFETY SECURITY AND EMERGENCY PREPAREDNESS PLAN ("SSEPP")  
AS THOSE POLICIES PERTAIN TO VILLAGE EMPLOYEES  
INVOLVED IN THE PACE COMMUNITY VEHICLE PROGRAM**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood, an Illinois home rule municipal corporation, (the "Village") are interested in contracting with Pace Suburban Bus ("Pace"), the suburban bus division of the Regional Transportation Agency ("RTA"), for the purpose of providing locally-based service vehicles within the Community Vehicle Program ("Program"); and

**WHEREAS**, Pace offers the Program to units of government throughout the area which provides for the lease of vehicles in order to accomplish the goals of the Program and respective needs of the participating communities; and

**WHEREAS**, the Parties desire to enter into an agreement entitled "Pace Locally Based Service Program Agreement" (the "Agreement"), to allow the Village to participate in the Cooperative Community Vehicle Program ("Program"), which will allow the Village use of a vehicle for transportation purposes in accordance with the terms and provisions of the Agreement. A copy of the Agreement is attached to this Resolution as **Group Exhibit "A"** and made a part hereof; and

**WHEREAS**, there are certain compliance requirements within the Program with which the Village of Maywood does not comply at this time; and

**WHEREAS**, Pace has a "Drug and Alcohol Policy" and a "Safety Security and Emergency Preparedness Plan" which comply with Federal Transportation Agency ("FTA") standards. Copies of the "Drug and Alcohol Policy" and the "Safety Security and Emergency Preparedness Plan" are attached to this Resolution as **Group Exhibit "A"** and made a part hereof; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood agree to approve, adopt and enforce Pace's "Drug and Alcohol Policy" and "Safety Security and Emergency Preparedness Plan" in regard to the Village employees who are involved in Pace's Community Vehicle Program in order that the Village can be eligible to participate in the Program; and

**WHEREAS**, the Illinois Constitution of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act (5 ILCS § 220/1, *et seq.*) provide authority for the Village and Pace to enter into the Agreement; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood find that it is in the best interests of the Village, its residents and the public to enter into an Agreement for Pace's Community Vehicle Program and to approve and adopt Pace's "Drug and Alcohol Policy" and "Safety Security and Emergency Preparedness Plan" in order to be eligible to participate in Pace's Community Vehicle Program.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each recital above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** The President and Board of Trustees of the Village of Maywood approve the Pace Bus Locally Based Service Agreement in the form attached hereto as **Group Exhibit "A"** and made a part hereof, and further authorize and direct the Village President and Clerk, or their designees, to execute the Agreement and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement.

**SECTION 3:** In order to adequately address the requirements contained in the Agreement, the President and Board of Trustees of the Village of Maywood approve and adopt the Pace Drug and Alcohol Policy and the Pace Safety Security and Emergency Preparedness Plan for those Village employees involved in the Pace Community Vehicle Program in the forms attached hereto as **Group Exhibit "A"** and made a part hereof. The President and Board of Trustees further authorize and direct the Village President and Clerk, or their designees, to execute the Pace Drug and Alcohol Policy and the Pace Safety Security and Emergency Preparedness Plan and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Policy and Plan.

**ADOPTED** this 19th day of March, 2014, pursuant to a roll call vote as follows:

**AYES:** Mayor Perkins, Trustee(s) C. Ealey-Cross, A. Jaycox,  
A. Dorris, M. Rogers and M. Lightford

**NAYS:** None

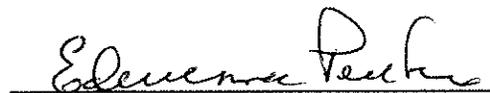
**ABSENT:** Trustee R. Rivers

**APPROVED** this 19th day of March, 2014, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

**ATTEST:**



Viola Mims, Village Clerk

  
Edwenna Perkins, Village President

**Group Exhibit "A"**

**Pace Bus Locally Based Service Agreement**

and

**Pace Drug and Alcohol Policy**

and

**Pace Safety Security and Emergency Preparedness Plan**

(attached)



## PACE LOCALLY BASED SERVICE PROGRAM AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between Pace, the Suburban Bus Division of the RTA (hereinafter referred to as "Pace"), the VILLAGE OF MAYWOOD, (hereinafter referred to as "Municipality") whose address is 40 WEST MADISON STREET, MAYWOOD, IL. For the purposes of this contract, "Municipality" is defined as any City, Village, Township, County, Park District, unit of local government or a Municipality comprised of any of the above within the six-county jurisdiction of the Regional Transportation Authority.

WHEREAS, Pace is devoted to the provision of public transportation as an essential public purpose, important to the goals of improved access and mobility for the people of Northeastern Illinois, reduced traffic congestion and environmental hazards, and support for the Region's economy; and

WHEREAS, the Municipality has requested the use of public transportation vehicle(s) for regular and continuing general or special transportation to the public for certain public transportation purposes (described in Exhibit B attached hereto);

NOW, THEREFORE, the Parties agree as follows:

1. **Basic Rate/Funding**

Pace shall furnish vehicle(s) to Municipality for its Service. At the end of each month of service, Pace shall send the Municipality an invoice for the following month's Service, payable within 30 days of receipt. At that time, Municipality shall pay Pace One Hundred Dollars ( \$100.00) per month per vehicle. Pace has the right to change monthly fares when deemed appropriate by the Pace Board of Directors. Pace will provide the Municipality with thirty (30) day written notice prior to any change in monthly fares. Should the Municipality's monthly fare payment become two or more months in arrears, a late fee of \$25.00 per month per vehicle will be charged until the account is brought to current.

2. **Receipt of Vehicle(s) / Service to Disabled**

Acceptance of a non-lift equipped vehicle is contingent upon Municipality continuing its pre-existing service for individuals with disabilities, with vehicles other than the vehicle contracted for herein, for the duration of this contract. Should Municipality discontinue its existing service to individuals with disabilities at any time during the pendency of this contract, Municipality shall immediately notify Pace, who may, in its sole discretion either replace the vehicle(s) contracted for herein with one(s) that will enable the Municipality to continue service for individuals with disabilities, if equipment is available, or terminate this contract.

Municipality must comply in all respects to the federal requirement for comparable paratransit service. A demand responsive system shall be deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use

mobility aids, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

1. Response time;
2. Fares;
3. Geographic area of service;
4. Hours and days of service;
5. Availability of information;
6. Reservations capability;
7. Any constraints on capacity or service availability;
8. Restrictions priorities based on trip purpose.

Municipality shall certify to Pace on The Monthly Locally Based Service Program Report that it is providing equivalent service to individuals with disabilities, including individuals who use mobility aids, in its demand responsive transportation services.

3. **Pass Through Funding Provisions**

Pace applied and received federal funds to purchase the equipment being used by municipality in this project. As a condition to receipt of these federal funds Pace agrees to comply with all applicable Federal laws, regulations, and directives contained in the current FTA Master Agreement MA (13) for Federal Fiscal Year 2013 which can be found at the FTA website <http://www.fta.dot.gov/documents/13-Master.doc>. Said Master Agreement is incorporated by reference into this Agreement as though fully set forth herein. As a condition to Municipality's use of federally funded equipment in the project, Municipality agrees to comply with all applicable Federal laws, regulations, and directives contained in the current FTA Master Agreement MA (13) for Federal Fiscal Year 2013.

The Certifications and Assurances attached hereto and made a part hereof as Exhibit A, is a streamlined compilation from the Master Agreement of provisions covered by statutory or regulatory certification or assurance requirements. Not every provision of these certifications and assurances will apply to Municipality or this project. Page 1 of Exhibit A indicates applicable provisions for this project. To ensure compliance with the applicable terms of the Master Agreement, Municipality agrees to execute and submit to Pace page 2 of Exhibit A, **FEDERAL FISCAL YEAR 2013 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**. Thereafter on an annual basis Municipality shall execute Certifications and Assurances to ensure that it continues to comply with all applicable provisions of the Master Agreement for the life of the project and the term of this Agreement.

Municipality understands and agrees that Federal laws, regulations, and directives applicable to this project and to Pace and the Municipality on the date on which the FTA authorized assistance for the project may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date on which Pace executed the Grant Agreement for the project and the changed requirements will apply to the project, except to the extent that the FTA determines otherwise in writing.

4. **Security Deposit**

Municipality shall pay to Pace a security deposit in the amount of One Thousand Dollars (\$1,000.00) per vehicle prior to receipt of each vehicle. The deposit amount (without interest) shall be returned to Municipality upon return of the vehicle to Pace, provided the vehicle is returned in the same condition as when it was delivered to Municipality, ordinary wear and tear excepted. Any amounts due to Pace from Municipality may be deducted from the deposit amount.

5. **Vehicle Usage Requirement**

Pace will review monthly the vehicle utilization in terms of the program goals and stated contractual intended use. Pace reserves the right to terminate this Agreement, or substitute a more appropriate vehicle based on the vehicle utilization, in the event that the vehicle is not being used in a manner consistent with the program goals and stated contractual intended use.

6. **Conditions and Restrictions on Use**

Municipality **shall not allow** the vehicle(s) to be used in the following manner:

- (a) For courier service, ambulance-type service, or the transportation of goods, to pull trailers, or allow the consumption of alcoholic beverages on the vehicle.
- (b) For personal use of any driver or other person.
- (c) Use or allow the vehicle to be used illegally or improperly for hire.
- (d) Remove the vehicle from the State of Illinois, unless written approval is obtained in advance from Pace (See Exhibit C).
- (e) Alter, mark or install equipment in or on the vehicle, unless written approval is obtained in advance from Pace (See Exhibit C).
- (f) Expose the vehicle to seizure, confiscation, forfeiture or other involuntary transfer.
- (g) For charter service.
- (h) For school bus service.
- (i) For non-transit use.
- (j) To transport groups of children under the age of eight (8).

Municipality shall ensure that the vehicle is locked at all times while parked and that the vehicle is parked while not in use, and overnight, in a secure, off-street location (preferably on Municipality's property or at public transportation centers). Municipality shall take appropriate steps towards the security of Pace's vehicle(s). Municipality shall notify Pace where the vehicles will be located/stored overnight. Municipality is responsible for all dispatch operations for the service.

7. **Drug and Alcohol Policy and Training Program**

Municipality shall have an adopted Drug and Alcohol Policy and Training Program in effect during the terms of this Agreement. The Drug and Alcohol Policy and Training Program must meet Federal Transit Administration (FTA) and Pace mandates pertaining to deterrence,

provisions for drug and alcohol testing and methodology. A current copy of Municipality's Drug and Alcohol Policy and Training Program must be provided to Pace.

8. **Safety, Security and Emergency Preparedness Plan**

Municipality shall have an adopted Safety, Security and Emergency Preparedness Plan in effect during the terms of this Agreement. The Safety, Security and Emergency Preparedness Plan must meet Federal Transit Administration (FTA) and Pace mandates. A current copy of the Municipality's Safety, Security and Emergency Preparedness Plan must be provided to Pace.

9. **Drivers**

Municipality is responsible for providing its own drivers. Each Locally Based Service Program driver must be approved by Pace prior to operating a Pace vehicle. Drivers are not considered employees or agents of Pace or the RTA. Municipality may select its own employees to serve as drivers, including but not limited to bonded municipal drivers or municipal employees. Locally Based Service Program drivers must be selected on the basis of their qualifications, in accordance with Federal, State, and Local laws and regulations, and within the provisions of the established Pace Locally Based Service Program Driver Standards and Locally Based Service Program Operations Manual.

Municipality shall ensure that Pace vehicle(s) are operated only by Pace approved drivers that meet the established Pace Locally Based Service Program Driver Standards, including all federal, state and local standards. Municipality shall comply with driver and safety standards set forth in the Pace Locally Based Service Program Operations Manual. In addition, Municipality shall maintain a file on said drivers evidencing valid drivers license, valid U.S. DOT physical examination, drug and alcohol test results, a criminal background check, driver training, and Motor Vehicle Reports for the previous five (5) years and/or their entire driving history as necessary.

Pace Locally Based Service Program drivers must complete and pass Pace's driver training program. Pace reserves the right to establish additional guidelines in regards to driver procedures and standards. Guidelines established in any bulletins or manuals are to be considered as part of this Agreement.

10. **Transportation Coordinator**

Municipality must designate an individual to serve as Pace's primary contact person on all matters relating to operation of the Pace vehicle(s) and to coordinate the Locally Based Service Program for the Municipality. This individual is required to attend and complete administrative training provided by Pace. Municipality will notify Pace immediately if this individual is replaced.

11. **Employees**

**Compliance with Federal, State and Local Laws.** Municipality agrees that with respect to persons employed by it to provide the Transportation Services and Other Services, it will comply with all applicable federal, state, and local labor laws including, but not limited to, any and all laws relating to the minimum wages to be paid to its employees, limitations upon the employment of minors, minimum fair wage standards for minors, the payment of wages due employees, and all applicable regulations established to protect the health and safety of employees, passengers, and the public-at-large. Municipality also agrees to provide the employee protection, if required, under Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, 49 U.S.C. ' 1609(c), and Section 2.16 of the Regional Transportation Authority Act, (70 ILCS 3615/2.16), for persons employed by it to provide the Transportation Services.

**Employees.** Municipality shall employ only such persons as are competent and qualified to provide the Transportation Services in accordance with the requirements of this Agreement and Pace policies, practices, procedures and standards. All employees shall meet all applicable qualifications established by federal, state and local laws and regulations. Drivers shall display proper courtesy toward passengers and maintain a neat and clean appearance. Municipality shall comply with all Federal and Pace requirements relating to drug and alcohol testing. Municipality shall participate in driver training programs, if any, established by Pace during the Agreement Term and shall comply with all Pace, Federal, and State driver and safety standards. Failure by Municipality or any Third Party Provider of Municipality to comply with said requirements shall constitute grounds for termination of this Agreement.

**Employment Contracts and Labor Agreements.** Municipality shall notify Pace of any labor negotiations being conducted with its employees and shall keep Pace fully informed of any pending labor issues which may affect service.

12. **Records and Reports**

Municipality must designate an individual to serve as Pace's contact person on all matters relating to operation of the Pace vehicle. This individual must attend an orientation session with Pace staff regarding monthly reporting procedures prior to Municipality's receipt of vehicle. Municipality shall keep accurate and timely records on such forms as are provided by Pace. Municipality shall collect and forward these reports to Pace on such schedule as directed by Pace. These reports include, but are not limited to monthly reports and monthly ridership log for each vehicle, and driver information forms. Failure to comply with the reporting required herein shall be considered a breach of this Agreement and cause for immediate termination. A \$7.00 late fee may be charged for late or missed reports that are postmarked after the 5<sup>th</sup> of the month.

Municipality agrees to report the actual miles traveled in each vehicle per month on such forms as are provided by Pace. Municipality agrees to report revenues and expenses of

operation on a monthly basis. In addition, Municipality agrees to complete the Ridership Log on a monthly basis.

Pace reserves the right to change the reporting requirements as necessary upon 30 days written notice to Municipality. Any reporting forms provided by Pace to the Municipality are to be considered as included with this Agreement.

13. **Accident Reporting**

Municipality agrees to comply with any accident reporting procedures as set forth by Pace. Serious accident/incidents which involve injuries requiring transport from the scene or requiring any vehicle to be towed from the scene or any other event of a serious nature, must be immediately reported to Pace. Any damage to Pace vehicle as the result of an accident will be the responsibility of the Municipality, and any necessary repairs must be effected in a timely basis. Pace reserves the right to revise accident reporting procedures as necessary upon 30 days written notice to Municipality. Any accident reporting procedures or forms provided by Pace to the Municipality shall be considered to be part of this Agreement.

14. **Maintenance and Repairs**

Municipality shall at all times maintain all Pace assigned vehicles utilized in the Locally Based Service Program in good mechanical condition in conformity with all applicable safety practices, laws and regulations. In addition, Municipality shall at all times maintain all Pace assigned vehicles in accordance with the terms and provisions of this Agreement, all maintenance policies, practices, procedures, conditions and requirements contained in the Pace Locally Based Service Program Manual and all manufactures maintenance schedules and warranty requirements. Municipality shall perform all preventive maintenance required pursuant to the Pace Locally Based Service Program Manual. Pace reserves the right to revise maintenance requirements and procedures as necessary.

Municipality shall be responsible for the cost of all maintenance, washing, detailing and storage of the vehicle as per the schedule set forth in Pace's Locally Based Service Program Operations Manual and to the extent necessary to maintain the vehicle in good and clean condition.

Municipality shall prepare and maintain accurate records relating to all maintenance work performed by or for Municipality on all Pace assigned vehicles. Municipality shall complete, maintain and transmit to Pace all maintenance forms required in the Pace Locally Based Service Program Manual and any other records requested by Pace including, without limitation, vehicle maintenance records, fuel consumption records, and preventive maintenance records.

15. **Pace Equipment Provided; Inventory and Documentation**

Pace reserves the right to substitute a different vehicle at any time. Municipality agrees to comply with all Pace procedures for handling Pace Equipment. Municipality agrees to cooperate fully with Pace in developing and maintaining an accurate inventory of all Pace

Equipment from time to time in the possession of Municipality. Municipality shall complete and process all documentation necessary to evidence and record the receipt, possession, return or transfer of any Pace Equipment coming into, being in or leaving its possession.

16. **Equipment Inspection**

Pace or its designee shall have the right from time to time to cause the equipment and maintenance records to be inspected during normal business hours by any person appointed by Pace. Municipality must comply with Illinois Department of Transportation safety inspection every six months. Upon receipt of documentation evidencing compliance with Illinois Department of Transportation safety inspection, Municipality shall furnish same to Pace within a reasonable time, not to exceed ten (10) days.

Should the above inspection find that the equipment has not been maintained in accordance with the terms and conditions of Section 13 of this Agreement, the inspector shall report all deficiencies noted to the Municipality. Municipality shall have thirty (30) days to correct the deficiencies noted. If not corrected, it shall constitute a breach of this Agreement and cause for immediate termination and repossession of any and all vehicles.

17. **Return of Vehicle**

Upon termination of the Agreement, Municipality shall return the vehicle to Pace in the same condition as when it was delivered, ordinary wear and tear excepted. Upon its delivery and return, Municipality and Pace shall inspect the vehicle and provide a report on its condition. The report shall be signed by both Pace and Municipality.

Any damage to the vehicle which is determined by Pace to be caused by Municipality's neglect of the vehicle will be the sole responsibility of Municipality, and Municipality shall compensate Pace for the cost of such repairs.

18. **Hold Harmless, Indemnification and Insurance**

Municipality, its officers, employees, agents and contractors agree:

(a) To waive, release and hold harmless Pace, its directors, officers, employees and agents, or any other transportation agency, from and against any claims, injuries, losses, or any causes of action whatsoever, arising out of or in any way relating to the use of Pace Vehicles by any and all third party providers as defined in paragraph 24 of this agreement, and as provided in the Agreement by Municipality, its officers, employees, agents, contractors.

(b) To indemnify Pace, its directors, officers, employees and agents, and any other transportation agency, from and against any claims, liabilities, losses, suits, judgments or settlements of any party arising out of or in any way relating to the use of Pace Vehicles by any and all third party providers as defined in paragraph 24 of this agreement, and by Municipality, its officers, employees, agents, contractors.

(c) To indemnify Pace, its directors, officers, employees and agents against any and all financial loss resulting from a violation of Pace requirements or misuse of Pace property. In

the event of any resulting financial loss to Pace, Municipality agrees to be responsible for the full amount of the loss including but not limited to:

- The cost of reasonable and necessary repairs to the Pace vehicle, or the Actual Cash Value of the Pace vehicle whichever is less.
- Loss of use of the Pace vehicle.
- Loss of revenue.
- All unauthorized charges on the Pace provided credit card(s) assigned and issued to the Municipality.

Municipality and any of its officers, directors, employees, agents, contractors or third party providers utilizing the Pace Vehicles agree to comply with the Municipal Participant Insurance Requirements in Exhibit D and shall each carry and keep in force commercial general and auto liability insurance covering the use of the Pace Vehicles in amounts not less than the following:

- (a) Commercial General Liability (including Broad Form Contractual):
  - (1) Bodily Injury Liability
  - (2) Property Damage LiabilityCombined Liability Limits of \$5,000,000.00
- (b) Auto Liability:
  - (1) Bodily Injury Liability
  - (2) Property Damage LiabilityCombined Liability Limits of \$5,000,000.00
- (c) Auto Physical Damage:
  - (1) Collision and Comprehensive
- (d) Worker's Compensation: Minimum statutory coverage.

If Municipality's current certificate of insurance does not meet the requirements stated above, Municipality must update their insurance to meet these requirements and resubmit the certificate of insurance to Pace for approval. Upon thirty (30) day written notice to the Municipality, Pace reserves the right to change minimum insurance requirements.

Insurance carried by Municipality and its contractors shall be primary over any other insurance carried by Pace, including self-insurance. The Suburban Bus Division of the Regional Transportation Authority, d/b/a Pace, and the Regional Transportation Authority shall be named as additional insureds on above policies. Insurance is to be provided by an insurance company which meets or exceeds Best's rating of A-VII. Before delivery of the equipment, Municipality shall present certificates of insurance satisfactory to Pace, showing Pace and RTA (as described herein) as additional insureds, including certificates from any of its contractors utilizing the Pace Vehicles. Municipality shall provide Pace with any new certificate of insurance upon renewal or if any information has changed.

19. **Equal Employment And Business Opportunity, Non-Discrimination**

**Compliance With Federal, State and Local Laws.** Municipality shall comply with all applicable federal, state and local anti-discrimination and equal employment and business

opportunity laws and regulations, including, but not limited to, the Age Discrimination in Employment Act, as amended, 29 U.S.C. " 621 et seq., Title VII of the Civil Rights Acts of 1964, as amended, 42 U.S.C. " 2000e et seq., the Civil Rights Acts of 1866 and 1871, 42 U.S.C. " 1981 and 1983; and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

**Equal Employment Opportunity.** Municipality shall comply with all of the affirmative action, equal employment opportunity and disadvantaged business enterprise requirements in Exhibit A.

**Failure to Comply.** In the event Municipality's noncompliance with any provision set forth in Exhibit A or with any federal, state, or local anti-discrimination or equal employment or business opportunity law, including but not limited to those identified in Section 18 hereof, results in Municipality being declared non-responsible and, therefore, ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, this Agreement may be canceled or voided by Pace in whole or in part, and such other sanctions, penalties or remedies as may be provided by law or regulation may be imposed or invoked.

Municipality shall comply with all applicable provisions of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

20. **Non-Discrimination**

Municipality understands and agrees that regardless of the primary purpose of the usage of the vehicle, that service provided must be open to the public (within the limits of schedule and space availability) and shall not be restricted to a particular group of individuals. The parties shall cooperate to ensure that no person shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of the service because of race, creed, color, age, sex, national origin, nor the presence of any sensory, mental or physical disability, nor in any manner contrary to applicable local ordinance, state and federal laws and regulations, specifically including Title VI of the Civil Rights Act of 1964; Title 49, Code of Federal Regulations, Part 21 - Nondiscrimination in Federally Assisted Programs of the Department of Transportation. Municipality agrees to comply with all provisions of Affirmative Action, Equal Employment Opportunity and Disadvantaged Business Enterprises set forth in Exhibit A attached hereto.

21. **Audit and Record Keeping**

Municipality shall permit authorized representatives of Pace, the Federal Transit Administration (FTA), or its designees to inspect and audit all records and data associated with the operation of the Service. Municipality shall retain all records associated with the service for a period of five (5) years following expiration or termination of the service or such longer period of time for any pending audit, litigation or other claim.

22. **Financial Integrity**

As a condition of participation in the Locally Based Service, Municipality will be required to provide a financial audit for the most recent year and any other financial information requested by Pace to assist Pace in verifying Municipality's financial capability to undertake its obligation under this Agreement. At any time during the term of its participation in the Locally Based Service, Municipality agrees to furnish Pace within forty-eight hours of receipt of Pace's written request (which request may be forwarded by mail, telefax, or e-mail transmission), evidence satisfactory to Pace of Municipality's ability and capacity, financial or otherwise, to carry out its obligation under this Agreement and the Locally Based Service.

23. **Entire Agreement**

This Agreement contains the full understanding between Pace and the Municipality. All prior Agreements, oral or written, are hereby expressly canceled.

24. **Amendments**

Pace reserves the right to make amendments by modifying and/or adding to any of the terms of this Agreement by providing the Municipality with thirty (30) days written notice.

25. **Third Party Providers Requirements**

"Third Party Providers" as used in this Agreement are any other parties who, pursuant to contract or agreement with Municipality, directly provide a significant part of the Transportation Services. All service provided by a Third Party Provider to a Municipality shall be competitively solicited at least once every five years and as frequently as once a year if required by Pace. Contracts with Third Party Providers shall be made in accordance with applicable laws. All such agreements shall be in writing with a copy provided to Pace. Submission of the third party agreement to Pace does not release the Municipality from any obligation under this Agreement, nor operate as a waiver of any rights of Pace under this Agreement. The Municipality shall cause each of its Third Party Providers to comply with all applicable provisions of this Agreement and the Pace Vehicle Program Operations Manual as if the name of the Third Party Provider has been substituted for the name of the Municipality therein. In the event that Pace Equipment is to be used by a Third Party Provider, such Third Party Provider shall execute a written sublease in a form approved by Pace prior to the use of Pace Equipment.

26. **Terms**

This Agreement shall be effective as of the day of its signing and shall continue in force until one of the parties gives the other party written notice thirty (30) days in advance of the desired termination date. Either party may terminate this Agreement, with the required written notice thirty (30) days in advance of the desired termination date, without cause or reason. Pace may terminate the Agreement upon five (5) days notice in the event of failure by the Municipality to correct any safety or accident reporting violations or for failure of Municipality to pay Pace amounts due on a timely basis. If upon termination or directed to

return the vehicle to Pace, Municipality fails to return the vehicle to Pace, Municipality will permit Pace, without demand, legal process, or a breach of the peace, to enter any premises under the contract of Municipality where the vehicles are located and to take possession of and remove the equipment. Municipality shall not prosecute or assist in the prosecution of any claim, suit, action, or other proceeding arising out of any such repossession by Pace. This Agreement may not be assigned by Municipality without the approval of Pace. All successors and assigned will be bound by the terms and conditions of this Agreement and must fully comply therewith.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the MUNICIPALITY date indicated above by their duly-authorized representatives.

VILLAGE OF MAYWOOD

PACE

Signed: \_\_\_\_\_  
Edwenna Perkins  
President

Signed: \_\_\_\_\_  
T. J. Ross  
Executive Director

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

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

**EXHIBIT A**  
**FEDERAL FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES**  
**FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**  
(Signature page alternative to providing Certifications and Assurances in TEAM-Web)

**Name of Applicant:** VILLAGE OF MAYWOOD

**The Applicant agrees to comply with applicable provisions of Groups 01 – 24. \_\_\_\_\_**  
**OR**

**The Applicant agrees to comply with applicable provisions of the Groups it has elected:**

<u>Group</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	<u>  X  </u>
02.	Lobbying.	<u>  X  </u>
03.	Private Sector Protections.	<u>  X  </u>
04.	Procurement and Procurement System.	<u>  X  </u>
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	<u>  X  </u>
07.	Intelligent Transportation Systems.	<u>  X  </u>
08.	Interest and Finance Costs and Leasing Costs.	_____
09.	Transit Asset Management and Agency Safety Plans.	_____
10.	Alcohol and Controlled Substances Testing.	<u>  X  </u>
11.	Fixed Guideway Capital Investment Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21.	_____
12.	State of Good Repair Program.	<u>  X  </u>
13.	Fixed Guideway Modernization Grant Program.	_____
14.	Bus/Bus Facilities Programs.	_____
15.	Urbanized Area Formula Programs and Job Access and Reverse Commute (JARC) Program.	<u>  X  </u>
16.	Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.	<u>  X  </u>
17.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
18.	Public Transportation on Indian Reservations and “Tribal Transit Programs.	_____
19.	Low or No Emission/Clean Fuels Grant Programs.	<u>  X  </u>
20.	Paul S Sarbanes Transit in Parks Program.	_____
21.	State Safety Oversight Program.	_____
22.	Public Transportation Emergency Relief Program.	_____
23.	Expedited Project Delivery Pilot Program.	_____
24.	Infrastructure Finance Programs.	_____

**FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES**

**FEDERAL FISCAL YEAR 2013 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**

(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

**AFFIRMATION OF APPLICANT**

Name of Applicant: VILLAGE OF MAYWOOD

Name and Relationship of Authorized Representative: EDWENNA PERKINS, PRESIDENT

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these Certifications and Assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its authorized representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2013, irrespective of whether the individual that acted on its Applicant's behalf continues to represent the Applicant.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply, as provided, to each Project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2013.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
EDWENNA PERKINS, PRESIDENT

Authorized Representative of Applicant

**AFFIRMATION OF APPLICANT'S ATTORNEY**

For (Name of Applicant): VILLAGE OF MAYWOOD

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
MICHAEL JURUSIK  
KLEIN, THORPE AND JENKINS

Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

### PREFACE

*Except as the Federal Transit Administration (FTA or we) determines otherwise in writing, before FTA may award Federal transit assistance (funding or funds) to support a public transportation Project, an authorized representative (you) of the Project sponsor (Applicant) must select certain Certifications and Assurances required by Federal law or regulation. You must select all Certifications and Assurances required of your Applicant to support its applications for FTA funding during Federal fiscal year (FY) 2013.*

*We request that you read each Certification and Assurance and select those that will apply to all Projects for which your Applicant might seek FTA funding. Only if you select adequate Certifications and Assurances on your Applicant's behalf, as required by Federal law or regulation, may FTA award Federal funding for your Applicant's Project.*

*We have consolidated our Certifications and Assurances into twenty-four (24) Groups. At a minimum, you must select the assurances in Group 01. If your Applicant requests more than \$100,000, you must also select the "Lobbying" Certification in Group 02, unless your Applicant is an Indian tribe or organization or a tribal organization. Depending on the nature of your Applicant and its Project, your Applicant may need to select some of the Certifications and Assurances in Groups 03 through 24. However, instead of selecting individual Groups of Certifications and Assurances, you may make a single selection that will encompass all Groups of Certifications and Assurances applicable to all our programs. FTA and your Applicant understand and agree that not every provision of these twenty-four (24) Certifications and Assurances will apply to every Applicant or every Project FTA funds. The type of Project and Applicant will determine which Certifications and Assurances apply.*

*Your Applicant also understands and agrees that these Certifications and Assurances are pre-award requirements, generally required by Federal law or regulation, and do not include all Federal requirements that may apply to your Applicant or its Project. Our FTA Master Agreement MA(19) for Federal FY 2013, <http://www.fta.dot.gov/documents/19-Master.pdf>, contains a list of most of those requirements.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take the appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.*

*Your Applicant understands and agrees that when you apply for funding on behalf of a FTA consortium, joint venture, partnership, or team, you must identify the activities each member will perform and the extent to which each member of that consortium, joint venture, partnership, or team will be responsible for compliance with the Certifications and Assurances you select on behalf of your Applicant, except as FTA determines otherwise in writing.*

## FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

*We expect you to submit your Applicant's FY 2013 Certifications and Assurances and its applications for funding in TEAM-Web. You must be registered in TEAM-Web to submit the FTA FY 2013 Certifications and Assurances on behalf of your Applicant. The TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of the "View/Modify Recipients" page contains fields for selecting among the twenty-four (24) Groups of Certifications and Assurances and a designated field for selecting all twenty-four (24) Groups. If FTA agrees that you cannot submit your Applicant's FY 2013 Certifications and Assurances electronically, you must submit the Signature Page(s) in Appendix A of this Notice marked to show the Groups of Certifications and Assurances your Applicant is providing.*

*Be aware that these Certifications and Assurances have been prepared in light of:*

- *FTA's latest authorization legislation, Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, June 6, 2012,*
- *The Continuing Appropriations Resolution, 2013 (CR), Pub. L. 112-175, September 28, 2012.*
- *The FTA "Notice of FTA Transit Program Changes, Authorized Funding Levels and Implementation of the Moving Ahead for Progress in the 21st Century Act (MAP-21) and the FTA FY 2013 Apportionments, Allocations, Program Information and Interim Guidance," 77 Fed. Reg. 663670, October 16, 2012 (FTA FY 2013 Apportionments Notice), and*
- *FTA's authorizing legislation in effect in FY 2012 or a previous fiscal year.*

*With certain exceptions, projects financed in FY 2013 with funds made available or appropriated for FY 2012 or a previous fiscal year must be in compliance with the requirements for that type of project in effect for the fiscal year for which the funding was derived, except as superseded by MAP-21 cross-cutting requirements that apply instead.*

### **GROUP 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.**

*You must select the Certifications and Assurances in Group 01 on behalf of your Applicant for FTA funding except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.*

*Except as FTA determines otherwise in writing, before FTA may provide funding for your Applicant's Project, you must select the Certifications and Assurances in Group 01 on behalf of your Applicant. Any provision of the Certifications and Assurances in Group 01 that does not apply will not be enforced.*

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

### A. Assurance of Authority of the Applicant and Its Representative.

On behalf of your Applicant, you certify that both you and your Applicant's attorney who sign these Certifications, Assurances, and Agreements affirm that both your Applicant and you, as its authorized representative, may undertake the following activities on behalf of your Applicant, in compliance with applicable State, local, or Indian tribal laws and regulations, and your Applicant's by-laws or internal rules:

1. Execute and file its application for Federal funds,
2. Execute and file its Certifications, Assurances, and Agreements binding its compliance,
3. Execute Grant Agreements or Cooperative Agreements, or both, with FTA,
4. Comply with applicable Federal laws and regulations, and
5. Follow applicable Federal guidance.

### B. Standard Assurances.

On behalf of your Applicant, you assure that your Applicant understands and agrees to the following:

1. Your Applicant will comply with all applicable Federal statutes and regulations to carry out any FTA funded Project,
2. Your Applicant is under a continuing obligation to comply with the terms and conditions of the FTA Grant Agreement or Cooperative Agreement for its Project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to the Grant Agreement or Cooperative Agreement,
3. Your Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect Project implementation,
4. Your Applicant understands that Presidential executive orders and Federal guidance, including Federal policies and program guidance, may be issued concerning matters affecting your Applicant or its Project,
5. Your Applicant agrees that the most recent Federal laws, regulations, and guidance will apply to its Project, unless FTA determines otherwise in writing,
6. In light of recent FTA legislation applicable to FTA and except as FTA determines otherwise in writing, your Applicant agrees that requirements for FTA programs may vary depending on the fiscal year for which the funding for those programs was appropriated:
  - a. In some instances, FTA has determined that Federal statutory or regulatory program and eligibility requirements for FY 2012 or a specific previous fiscal year will apply to:
    - (1) New grants and cooperative agreements, and
    - (2) New amendments to grants and cooperative agreements that:
      - (a) Have been awarded Federal funds made available or appropriated for FY 2012 or the previous fiscal year, or
      - (b) May be awarded Federal funds appropriated for FY 2012 or the previous fiscal year, but
  - b. In other instances, FTA has determined that MAP-21 will apply to the Federal funds made available or appropriated for FY 2012 or a previous fiscal year, and
  - c. For all FTA funded Projects, the following MAP-21 cross-cutting requirements supersede conflicting provisions of previous Federal law and regulations:
    - (1) Metropolitan and Statewide Planning,
    - (2) Environmental Review Process,

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- (3) Agency Safety Plans,
- (4) Transit Asset Management Provisions (and Asset Inventory and Condition Reporting),
- (5) Costs Incurred by Providers of Public Transportation by Vanpool,
- (6) Revenue Bonds as Local Match,
- (7) Debt Service Reserve,
- (8) Government's Share of Cost of Vehicles, Vehicle-Equipment, and Facilities for ADA and Clean Air Act Compliance,
- (9) Private Sector Participation,
- (10) Bus Testing,
- (11) Buy America,
- (12) Corridor Preservation,
- (13) Rail Car Procurements,
- (14) Veterans Preference/Employment,
- (15) Alcohol and Controlled Substance Testing, and
- (16) Other provisions as FTA may determine.

*(See the Federal Transit Administration, "Notice of FTA Transit Program Changes, Authorized Funding Levels and Implementation of the Moving Ahead for Progress in the 21st Century Act (MAP-21) and FTA FY 2013 Apportionments, Allocations, Program Information and Interim Guidance," 77 Fed. Reg. 663670, October 16, 2012.)*

### **C. Intergovernmental Review Assurance.**

*(The assurance in Group 01.C does not apply to an Indian tribe, an Indian organization or a tribal organization that applies for funding made available or appropriated for FTA's Public Transportation on Indian Reservations Program authorized by 49 U.S.C. 5311(c)(1), as amended by MAP-21 or to FTA's Tribal Transit Program authorized by former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year.)*

To facilitate compliance with U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for Federal funding to the appropriate State and local agencies for intergovernmental review, as required by those regulations.

### **D. Nondiscrimination Assurance.**

On behalf of your Applicant, you assure that:

1. Your Applicant will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits on the basis of race, color, national origin, religion, sex, disability, or age:

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- a. Federal transit laws, specifically 49 U.S.C. 5332, as amended by MAP-21 (prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, or age, and in employment or business opportunity),
  - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d,
  - c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*,
  - d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
  - e. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
  - f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
  - g. Any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated,
2. Your Applicant will comply with Federal guidance implementing Federal nondiscrimination laws and regulations, except to the extent FTA determines otherwise in writing,
  3. As required by 49 CFR 21.7:
    - a. Your Applicant will comply with 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner:
      - (1) It conducts each Project,
      - (2) It undertakes property acquisitions, and
      - (3) It operates its Project facilities, including:
        - (a) Its entire facilities, and
        - (b) Its facilities operated in connection with its Project,
    - b. This assurance applies to your Applicant's entire Project and to all parts of its facilities, including the facilities it operates to implement its Project,
    - c. Your Applicant will promptly take the necessary actions to carry out this assurance, including:
      - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
      - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,
    - d. If your Applicant transfers FTA funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
      - (1) While the property is used for the purpose that the Federal funding is extended, and
      - (2) While the property is used for another purpose involving the provision of similar services or benefits,
    - e. The United States has a right to seek judicial enforcement of any matter arising under:
      - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
      - (2) U.S. DOT regulations, 49 CFR part 21, and
      - (3) This assurance,
    - f. Your Applicant will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to comply with:
      - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
      - (2) U.S. DOT regulations, 49 CFR part 21, and
      - (3) Federal transit laws, 49 U.S.C. 5332, as amended by MAP-21,

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- g. Your Applicant will comply with Federal guidance issued to implement Federal nondiscrimination requirements, except as FTA determines otherwise in writing,
- h. Your Applicant will extend the requirements of 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 to each Third Party Participant, including:
  - (1) Any Subrecipient,
  - (2) Any Transferee,
  - (3) Any Third Party Contractor or Subcontractor at any tier,
  - (4) Any Successor in Interest,
  - (5) Any Lessee, or
  - (6) Any other Third Party Participant in its Project,
- i. Your Applicant will include adequate provisions to extend the requirements of 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including:
  - (1) Each subagreement,
  - (2) Each property transfer agreement,
  - (3) Each third party contract or subcontract at any tier,
  - (4) Each lease, or
  - (5) Each participation agreement, and
- j. The assurances you have made on behalf of your Applicant will remain in effect as long as:
  - (1) Federal funding is extended to your Applicant's Project,
  - (2) Your Applicant's Project property is used for a purpose for which the Federal funding is extended,
  - (3) Your Applicant's Project property is used for a purpose involving the provision of similar services or benefits, or
  - (4) Your Applicant retains ownership or possession of its Project property, and
- 4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, and consistent with 49 U.S.C. 5307(c)(1)(D)(iii), as amended by MAP-21, you assure that:
  - a. Your Applicant will comply with the following prohibitions against discrimination on the basis of disability, which are a condition of approval or extension of any FTA funding awarded to:
    - (1) Construct any facility,
    - (2) Obtain any rolling stock or other equipment,
    - (3) Undertake studies,
    - (4) Conduct research, or
    - (5) Participate in or obtain any benefit from any FTA administered program, and
  - b. In any program or activity receiving or benefiting from Federal funding that U.S. DOT administers, no otherwise qualified people with a disability will, because of their disability, be:
    - (1) Excluded from participation,
    - (2) Denied benefits, or
    - (3) Otherwise subjected to discrimination.

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

### E. Suspension and Debarment Certification.

On behalf of your Applicant, you certify that:

1. Your Applicant will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
2. To the best of your knowledge and belief, and your Applicant’s knowledge and belief, that your Applicant’s Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    - (1) Debarred,
    - (2) Suspended,
    - (3) Proposed for debarment,
    - (4) Declared ineligible,
    - (5) Voluntarily excluded, or
    - (6) Disqualified,
  - b. Your Applicant’s management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    - (2) Violation of any Federal or State antitrust statute, or
    - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
  - c. Your Applicant is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding Section 1.b of this Certification,
  - d. Your Applicant has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If, at a later time, your Applicant receives any information that contradicts the statements of subparagraphs 2.a – 2.d above, your Applicant will promptly provide that information to FTA,
  - f. Your Applicant will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    - (1) Equals or exceeds \$25,000,
    - (2) Is for audit services, or
    - (3) Requires the consent of a Federal official, and
  - g. Your Applicant will require that each covered lower tier contractor and subcontractor:
    - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      - (a) Debarred from participation in your Applicant’s federally funded Project,
      - (b) Suspended from participation in your Applicant’s federally funded Project,

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- (c) Proposed for debarment from participation in your Applicant's federally funded Project,
  - (d) Declared ineligible to participate in your Applicant's federally funded Project,
  - (e) Voluntarily excluded from participation in your Applicant's federally funded Project, or
  - (f) Disqualified from participation in your Applicant's federally funded Project, and
3. Your Applicant will provide a written explanation as indicated on its Signature Page or a page attached in FTA's TEAM-Web if it or any of its principals, including any of its first tier Subrecipients or any of its Third Party Participants at a lower tier, is unable to certify compliance with to the preceding statements in this Certification 01.E.

### **F. U.S. OMB Assurances in SF-424B and SF-424D.**

*The assurances in Group 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, updated as necessary to reflect changes in Federal laws and regulations.*

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
  - a. For every project described in any application your Applicant submits, your Applicant has adequate resources to properly plan, manage, and complete its Project, including:
    - (1) The legal authority to apply for Federal funding,
    - (2) The institutional capability,
    - (3) The managerial capability, and
    - (4) The financial capability (including funds sufficient to pay the non-Federal share of Project cost),
  - b. Your Applicant will give limited access and the right to examine Project-related materials, including, but not limited to:
    - (1) FTA,
    - (2) The Comptroller General of the United States, and
    - (3) If appropriate, the State, through any authorized representative,
  - c. Your Applicant will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance, and
  - d. Your Applicant will establish safeguards to prohibit employees from using their positions for a purpose that results in:
    - (1) A personal or organizational conflict of interest, or personal gain, or
    - (2) The appearance of a personal or organizational conflict of interest or personal gain.
2. *Project Specifics.* On behalf of your Applicant, you assure that:
  - a. Following receipt of an FTA award, your Applicant will begin and complete Project work within the time periods that apply,
  - b. For FTA funded construction Projects:
    - (1) Your Applicant will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
    - (2) Your Applicant will, to the extent practicable, provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms with the approved plans and specifications,
    - (3) Your Applicant will include a covenant to assure nondiscrimination during the useful life of its Project in its title to federally funded real property,

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- (4) To the extent FTA requires, your Applicant will record the Federal interest in the title to FTA funded real property or interests in real property, and
  - (5) To the extent practicable, absent permission and instructions from FTA, your Applicant will not alter the site of the FTA funded construction Project or facilities by:
    - (a) Disposing of the underlying real property or other interest in the site and facilities,
    - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
    - (c) Changing the terms of the underlying real property title or other interest in the site and facilities, and
  - c. Your Applicant will furnish progress reports and other information as FTA or the State may require.
3. Statutory and Regulatory requirements. On behalf of your Applicant, you assure that:
- a. Your Applicant will comply with all Federal statutes relating to nondiscrimination that apply, including, but not limited to:
    - (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
    - (2) The prohibitions against discrimination on the basis of sex, as provided in:
      - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and
      - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,
    - (3) The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107,
    - (4) The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,
    - (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq.
    - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq.,
    - (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 et seq.,
    - (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 et seq.,
    - (9) The confidentiality requirements for the records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. 290dd – 290dd-2, and
    - (10) The nondiscrimination provisions of any other statute(s) that may apply to its Project,
  - b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 et seq., and the MAP-21 amendment to 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, your Applicant will provide for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of federally funded programs, and:

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- (1) Your Applicant has the necessary legal authority under State and local laws and regulations to comply with:
  - (a) The Uniform Relocation Act. 42 U.S.C. 4601 et seq., as specified by 42 U.S.C. 4630 and 4655, and
  - (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
- (2) Your Applicant has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations, because:
  - (a) Your Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
  - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, your Applicant will provide fair and reasonable relocation payments and assistance for displacement, resulting from any FTA funded Project, of:
    - 1 Families and individuals, and
    - 2 Partnerships, corporations, or associations,
  - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, your Applicant will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such displaced:
    - 1 Families and individuals, and
    - 2 Partnerships, corporations, or associations,
  - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, your Applicant will make available comparable replacement dwellings to families and individuals,
  - (e) Your Applicant will:
    - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
    - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
  - (f) Your Applicant will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652 to the greatest extent practicable under State law,
  - (g) Your Applicant will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631,
  - (h) Your Applicant will execute the necessary implementing amendments to third party contracts and subagreements financed with FTA funding,
  - (i) Your Applicant will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
  - (j) Your Applicant will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA funded Project involving relocation or land acquisition, and
  - (k) Your Applicant will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions,

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- c. To the extent practicable, your Applicant will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures,
- d. Your Applicant will, to the extent practicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
  - (1) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
  - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11,
- e. Your Applicant will, to the extent practicable, comply with the labor standards and protections for federally funded Projects of:
  - (1) The Davis-Bacon Act, as amended, 40 U.S.C. 3141 – 3144, 3146, and 3147,
  - (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and 40 U.S.C. 3145, respectively, and
  - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*,
- f. Your Applicant will, to the extent practicable, comply with any applicable environmental standards that may be prescribed to implement Federal laws and executive orders, including, but not limited to:
  - (1) Following the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 – 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note,
  - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. 7606 note,
  - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. 4321 note,
  - (4) Following the evaluation of flood hazards in floodplains provisions of Executive Order No. 11988, 42 U.S.C. 4321 note,
  - (5) Complying with the assurance of Project consistency with the approved State management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 – 1465,
  - (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 – 7671q,
  - (7) Complying with the protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6,
  - (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 – 1544,
  - (9) Complying with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project as required by 49 U.S.C. 303(b) and 303(c),
  - (10) Complying with the protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 – 1287, and

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- (11) Complying with and facilitating compliance with:
  - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f,
  - (b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 – 469c, and
  - (c) Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note,
- g. To the extent practicable, complying with the following Federal requirements for the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal funding:
  - (1) The Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and
  - (2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4,
- h. To the extent practicable, obtaining a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR 41.117(d), before accepting delivery of any FTA funded building,
- i. To the extent practicable, complying with, and assuring its Subrecipients located in special flood hazard areas comply with, section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), by:
  - (1) Participating in the Federal flood insurance program, and
  - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more,
- j. To the extent practicable, complying with:
  - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal loan, grant agreement, or cooperative agreement, and
  - (2) 49 U.S.C. 5323(l)(2), as amended by MAP-21, and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding made available or authorized for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,
- k. Performing the financial and compliance audits as required by the:
  - (1) Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq.,
  - (2) U.S. OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” Revised, and
  - (3) Most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT, and
- l. To the extent practicable, complying with all the provisions of all other Federal laws or regulations that apply, and follow Federal guidance governing your Applicant and its Project, except to the extent that FTA has expressly approved otherwise in writing.

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

### GROUP 02. LOBBYING.

*Except if your Applicant is an Indian Tribe exempted from these requirements by 31 U.S.C. 1352, you must select the Certification in Group 02 if your Applicant seeks:*

- *A Federal grant or cooperative agreement exceeding \$100,000, or*
- *A Federal loan (including a line of credit), loan guarantee, or loan insurance exceeding \$150,000.*

*Your Applicant is ultimately responsible for compliance with the Certification and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.*

*Except as FTA determines otherwise in writing, FTA may not provide funding for your Applicant's Project for which Group 02 applies unless you select the Certification in Group 02 on behalf of your Applicant. Any provision of the Certification in Group 02 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
  - a. The lobbying restrictions of this Certification apply to your Applicant's requests:
    - (1) For \$100,000 or more in Federal funding for a grant or cooperative agreement, and
    - (2) For \$150,000 or more in Federal funding for a loan, line of credit, or loan guarantee, and
  - b. Your Certification on behalf of your Applicant applies to the lobbying activities of:
    - (1) Your Applicant,
    - (2) Your Applicant's Principals, and
    - (3) Your Applicant's Subrecipients at the first tier,
2. To the best of your knowledge and belief:
  - a. No Federal appropriated funds have been or will be paid by or on its behalf to any person to influence or attempt to influence:
    - (1) An officer or employee of any Federal agency regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
    - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance,
  - b. Your Applicant will submit a complete OMB Standard Form-LLL, "Disclosure of Lobbying Activities (Rev. 7-97)," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
    - (1) An officer or employee of any Federal agency regarding the award of a:
      - (a) Federal grant or cooperative agreement, or

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
  - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
    - (a) Federal grant or cooperative agreement, or
    - (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
  - c. Your Applicant will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
    - (1) Subcontracts,
    - (2) Subgrants,
    - (3) Subagreements, and
    - (4) Third party contracts under a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance,
3. Your Applicant understands that:
- a. This Certification is a material representation of fact that the Federal government relies on, and
  - b. Your Applicant must submit this Certification before the Federal government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
    - (1) Federal grant or cooperative agreement, or
    - (2) Federal loan, line of credit, loan guarantee, or loan insurance, and
4. Your Applicant also understands that any person who does not file a required Certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **GROUP 03. PRIVATE SECTOR PROTECTIONS.**

*You must select the Assurance and enter into the Agreements in Group 03 on behalf of your Applicant if your Applicant intends to acquire public transportation property or operate public transportation supported with FTA capital or operating funds, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.*

*Except as FTA determines otherwise in writing, before FTA may provide funding for your Applicant's Project that involves the acquisition of public transportation property or operations of public transportation that affect your Applicant's acquisitions or operations, you must select the Assurance in Group 03.A and enter into the Agreements in Group 03.B and Group 03.C on behalf of your Applicant. Any provision of the Assurance and Agreements in Group 03 that does not apply will not be enforced.*

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

### A. Private Sector Property Protections.

*For FTA to make the findings necessary to protect private transportation providers, as required by 49 U.S.C. 5323(a)(1), you must select the Assurances in Group 03.A on behalf of your Applicant:*

1. *If your Applicant is a:*
  - a. *State,*
  - b. *Local government, or*
  - c. *Indian tribal government, and*
2. *If you are applying for or will apply on your Applicant's behalf for 49 U.S.C. chapter 53 funding to:*
  - a. *Acquire the property of a private transit operator, or*
  - b. *Operate public transportation in competition with or in addition to a public transportation operator.*

To facilitate FTA's ability to make the findings required by 49 U.S.C. 5323(a)(1), on behalf of your Applicant, you assure that:

1. Your Applicant has or will have:
  - a. Determined that the funding is essential to carrying out a Program of Projects as required by 49 U.S.C. 5303, 5304, and 5306,
  - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
  - c. Paid just compensation under State or local laws to the company for any franchise or property acquired, and
2. Your Applicant has completed the actions described in subsection 1 of this Certification before it:
  - a. Acquires the property or an interest in the property of a private provider of public transportation, or
  - b. Operates public transportation equipment or facilities:
    - (1) In competition with transportation service provided by an existing public transportation operator, or
    - (2) In addition to transportation service provided by an existing public transportation operator.

### B. Charter Service Agreement.

*You must enter into the Charter Service Agreement in Group 03.B on behalf of your Applicant if you apply for funding to acquire or operate transit facilities and equipment, unless your Applicant qualifies for an exception under Federal law and regulations.*

As required by 49 U.S.C. 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. General Requirements. FTA's "Charter Service" regulations apply as follows:
  - a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired by FTA recipients for transportation Projects with Federal funding derived from:

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- (1) Federal transit laws, 49 U.S.C. chapter 53, or
  - (2) 23 U.S.C. 133 or 142,
  - b. FTA's charter service restrictions extend to:
    - (1) Your Applicant, when it becomes a recipient of Federal funding authorized for or made available for:
      - (a) Federal transit laws, 49 U.S.C. chapter 53, or
      - (b) 23 U.S.C. 133 or 142,
    - (2) Any Third Party Participant that receives Federal funding derived from:
      - (a) Federal transit laws, 49 U.S.C. chapter 53, or
      - (b) 23 U.S.C. 133 or 142,
  - c. A Third Party Participant includes any:
    - (1) Subrecipient at any tier,
    - (2) Lessee,
    - (3) Third Party Contractor or Subcontractor at any Tier, and
    - (4) Other Third Party Participant in your Applicant's Project,
  - d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives FTA funding made available or authorized for your Applicant's Project will engage in charter service operations, except as permitted under:
    - (1) Federal transit laws, specifically 49 U.S.C. 5323(d) and (g),
    - (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. 5323(d) and (g),
    - (3) Any other Federal Charter Service regulations, or
    - (4) Federal guidance, except as FTA determines otherwise in writing,
  - e. You and your Applicant agree that the latest Charter Service Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
  - f. You and your Applicant agree that:
    - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives FTA funding made available or authorized for its Project that has engaged in a pattern of violations of FTA's Charter Service regulations by:
      - (a) Conducting charter operations prohibited by Federal transit laws and FTA's Charter Service regulations, or
      - (b) Otherwise violating your Applicant's Charter Service Agreement it has elected in its latest annual Certifications and Assurances, and
    - (2) These corrective measures and remedies may include:
      - (a) Barring Your Applicant or any Third Party Participant operating public transportation under the Project that has provided prohibited charter service from receiving FTA funds,
      - (b) Withholding an amount of Federal funds as provided by Appendix D to FTA's Charter Service regulations, or
      - (c) Any other appropriate remedy that may apply, and
2. Exceptions. Apart from exceptions to the charter service restrictions in FTA's Charter Service Regulations, FTA has established the following additional exceptions to those restrictions:

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- a. FTA's Charter Service restrictions do not apply to your Applicant seeking funding made available or appropriated for 49 U.S.C. 5307 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under repealed 49 U.S.C. 5316 in FTA effect in FY 2012 or a previous fiscal year, provided that your Applicant uses that FTA funding for program purposes only,
- b. FTA's Charter Service restrictions do not apply to your Applicant seeking funding made available or appropriated for 49 U.S.C. 5310 to be used for New Freedom activities that would have been eligible for assistance under repealed 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, provided your Applicant uses that FTA funding for program purposes only, and
- c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that recipient provides a private intercity or charter transportation operator reasonable access to that recipient's federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes as specified in 49 U.S.C. 5323(r), as amended by MAP-21.

### C. School Bus Agreement.

*You must enter into the School Bus Agreement in Group 03.C on behalf of your Applicant if you apply for funding to acquire or operate transit facilities and equipment, unless your Applicant qualifies for an exception under Federal law and regulations.*

As required by 49 U.S.C. 5323(f) and (g), as amended by MAP-21, and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), as amended by MAP-21, on behalf of your Applicant, you are entering into the following School Bus Agreement:

1. FTA's "School Bus Operations" regulations restrict school bus operations (as defined in the FTA regulations) using facilities and equipment acquired with Federal funding derived from:
  - a. Federal transit laws, 49 U.S.C. chapter 53, or
  - b. 23 U.S.C. 133 or 142,
2. FTA's school bus operations restrictions extend to:
  - a. Your Applicant, when it becomes a recipient of Federal funding made available or authorized for:
    - (1) Federal transit laws, 49 U.S.C. chapter 53, or
    - (2) 23 U.S.C. 133 or 142,
  - b. Any Third Party Participant that receives Federal funding derived from:
    - (1) Federal transit laws, 49 U.S.C. chapter 53, or
    - (2) 23 U.S.C. 133 or 142,
3. A Third Party Participant includes any:
  - a. Subrecipient at any tier,
  - b. Lessee,
  - c. Third Party Contractor or Subcontractor at any tier, and
  - d. Other Third Party Participant in the Project,
4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant involved in your Applicant's Project, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
  - a. Federal transit laws, specifically 49 U.S.C. 5323(f) and (g), as amended by MAP-21,

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- b. FTA regulations, "School Bus Operations," 49 CFR Part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), as amended by MAP-21,
  - c. Any other Federal School Bus regulations, or
  - d. Federal guidance, except as FTA determines otherwise in writing,
5. You and your Applicant agree that the latest School Bus Agreement you have selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
  6. You and your Applicant agree that FTA will bar your Applicant or any Third Party Participant that has violated this School Bus Agreement from receiving Federal transit funding in an amount FTA considers appropriate.

### GROUP 04. PROCUREMENT AND PROCUREMENT SYSTEM.

*We request that you select the Procurement and Procurement System Certification, on behalf of your Applicant, by selecting the Certification in Group 04, especially if your Applicant is a State, local, or Indian tribal government with a certified procurement system, as provided in 49 CFR 18.36(g)(3)(ii).*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certification in Group 04 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that your Applicant's procurements and procurement system will comply with all Federal laws and regulations in accordance with applicable Federal guidance, except to the extent FTA has approved otherwise in writing.

### GROUP 06. DEMAND RESPONSIVE SERVICE.

*You must select the Certification in Group 06 on behalf of your Applicant if your Applicant is a public entity, operates demand responsive service and intends to use FTA funding to acquire a non-rail vehicle that is not accessible, but financed with FTA funds made available or appropriated for:*

- *49 U.S.C. chapter 53, as amended by MAP-21, or*
- *Former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other*

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

*Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.*

*Except as FTA determines otherwise in writing, before FTA may provide funding for your Applicant's Project to acquire a non-rail transit vehicle that is not accessible, you must select the Certification in Group 06 on behalf of your Applicant. Any provision of the Certification in Group 06 that does not apply will not be enforced.*

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
  - a. Individuals with disabilities, including individuals who use wheelchairs, and
  - b. Individuals without disabilities, and
2. Viewed in its entirety, your Applicant's service for individuals with disabilities is:
  - a. Provided in the most integrated setting feasible, and
  - b. Equivalent to the service it offers individuals without disabilities with respect to:
    - (1) Response time,
    - (2) Fares,
    - (3) Geographic service area,
    - (4) Hours and days of service,
    - (5) Restrictions on priorities based on trip purpose,
    - (6) Availability of information and reservation capability, and
    - (7) Constraints on capacity or service availability.

### GROUP 07. INTELLIGENT TRANSPORTATION SYSTEMS.

*You must select the Assurance in Group 07 on behalf of your Applicant if your Applicant applies for Federal funding to support:*

- *An Intelligent Transportation Systems (ITS) Project, or*
- *A Project in support of an ITS Project.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.*

*Except as FTA determines otherwise in writing, before FTA may provide funding for your Applicant's Project to support an ITS Project or a Project that supports an ITS project, you must select the Assurances in Group 07 on behalf of your Applicant. Any provision of the Assurance in Group 07 that does not apply will not be enforced.*

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

On behalf of your Applicant, you assure that:

1. As used in this assurance, the term Intelligent Transportation Systems (ITS) Project is defined to include any Project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," and
2. As provided in 23 U.S.C. 517(d), any ITS Project your Applicant undertakes that is funded with appropriations made available from the Highway Trust Fund, including amounts made available to deploy intelligent transportation systems, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. 517(a) or (c), unless your Applicant obtains a waiver as provided in 23 U.S.C. 517(d)(2).

### GROUP 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

*Except as FTA determines otherwise in writing, you must select the Certification in Group 10 on behalf of your Applicant if your Applicant is required to comply with the alcohol and controlled substance testing requirements of:*

- 49 U.S.C. 5331, as amended by MAP-21, or
- Former 49 U.S.C. 5331 in effect in FY 2012 or a previous fiscal year, except as superseded instead by the MAP-21 cross-cutting requirement, "Alcohol and Controlled Substance Testing."

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.*

*Except as FTA determines otherwise in writing, before FTA may provide funding for your Applicant's Project, you must select the Certification in Group 10 on behalf of your Applicant. Any provision of the Certification that does not apply will not be enforced.*

As required by 49 U.S.C. 5331, as amended by MAP-21, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," specifically 49 CFR part 655, subpart I, on behalf of your Applicant, you certify that:

1. Your Applicant has established and implemented:
  - a. An alcohol misuse testing program, and
  - b. A controlled substance testing program,
2. Your Applicant has complied with or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. 5331, as amended by MAP-21, and

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

3. Further, should your Applicant reside in a State that permits marijuana use for medical or recreational purposes, your Applicant has complied or will comply with the Federal controlled substance testing requirements of 49 CFR part 655.

### **GROUP 12. STATE OF GOOD REPAIR PROGRAM.**

*Although 49 U.S.C. 5337, as amended by MAP-21, did not require special Certifications and Assurances for the State of Good Repair Program, other Certifications and Assurances within Appendix A to this Notice are required for State of Good Repair Program funding.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take the appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.*

*Therefore, we encourage you to select the Certification in Group 12 if your Applicant seeks State of Good Repair Program funding authorized by 49 U.S.C. 5337, as amended by MAP-21.*

On behalf of your Applicant, you certify that:

1. Your Applicant has or will have the:
  - a. Legal capacity to carry out its proposed Projects,
  - b. Financial capacity to carry out its proposed Projects,
  - c. Technical capacity to carry out its proposed Projects,
  - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and
  - e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant will maintain its Project equipment and facilities adequately, and
4. Your Applicant will comply with:
  - a. The Metropolitan Planning requirements of 49 U.S.C. 5303, as amended by MAP-21, and
  - b. The State Planning requirements of 49 U.S.C. 5304, as amended by MAP-21.

### **GROUP 15. URBANIZED AREA FORMULA GRANT PROGRAMS AND JOB ACCESS AND REVERSE COMMUTE (JARC) FORMULA GRANT PROGRAM.**

*The Certifications in Group 15 are in addition to other Certifications and Assurances listed previously that are required for the Urbanized Area Formula Grants Programs or Job Access and Reverse Commute (JARC) Formula Grant Program funding.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures,*

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*including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.*

*Except as FTA determines otherwise in writing, you must select the Certifications in Group 15, on behalf of your Applicant, if your Applicant seeks financing for its:*

- *Urbanized Area Formula Project financed with funds made available or appropriated for 49 U.S.C. 5307, as amended by MAP-21, which among other things, authorizes funding for JARC Projects and Project Activities,*
- *Urbanized Area Formula Project financed with funds made available or appropriated for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, or*
- *Job Access and Reverse Commute Project financed with funds made available or appropriated for former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year.*

*In administering these programs, MAP-21 cross-cutting requirements supersede inconsistent former requirements.*

*These three programs have or will have funding available during FY 2013. Accordingly, if your Applicant seeks funding made available or authorized by 49 U.S.C. 5307 or former 49 U.S.C. 5316, you should provide the three subgroups of Certifications in Group 15, on behalf of your Applicant, to assure that FTA can select the type of funding it considers most suitable.*

*Before FTA may provide funding made available or appropriated for any of these Projects, on behalf of your Applicant, you must have selected the Certifications in Group 15 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certifications in Group 15 that does not apply will not be enforced.*

### **A. Urbanized Area Formula Program under MAP-21.**

*You must select the Certification in Group 15.A if your Applicant seeks funding for its Urbanized Area Formula Project financed with funds made available or appropriated for 49 U.S.C. 5307, as amended by MAP-21.*

The following Certification for the Urbanized Area Formula Program funding made available or appropriated for MAP-21 are required by 49 U.S.C. 5307(c)(1), as amended by MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. Your Applicant has or will have the:
  - a. Legal capacity to carry out its proposed Projects,
  - b. Financial capacity to carry out its proposed Projects,
  - c. Technical capacity to carry out its proposed Projects,
  - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and
  - e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,

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3. Your Applicant will maintain its Project equipment and facilities adequately,
4. Your Applicant will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C. 5307, as amended by MAP-21, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
  - a. Any senior,
  - b. Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
  - c. Any individual presenting a Medicare card issued to himself or herself pursuant to title II of the Social Security Act (42 U.S.C. 401 et seq.), or
  - d. Any individual presenting a Medicare card issued to himself or herself pursuant to title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),
5. When carrying out a procurement under 49 U.S.C. 5307, as amended by MAP-21, your Applicant will comply with the:
  - a. General provisions for FTA programs of 49 U.S.C. 5323, and
  - b. Third party procurement requirements of 49 U.S.C. 5325,
6. Your Applicant has complied with or will comply with 49 U.S.C. 5307(b), as amended by MAP-21, because it:
  - a. Has made or will make available to the public information on amounts of its funding available to it under 49 U.S.C. 5307,
  - b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
  - c. Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
  - d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
  - e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by U.S. DOT under 49 U.S.C. 5336 with federally funded transportation services supported by United States Government sources other than U.S. DOT,
  - f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
  - g. Has made or will make the final Program of Projects available to the public,
7. As required by 49 U.S.C. 5307(d), as amended by MAP-21, your Applicant:
  - a. Has or will have the amount of funds required for the local share,
  - b. Will provide the local share funds from approved non-Federal sources except if otherwise authorized by law, and
  - c. Will provide the local share funds when needed,
8. As required by 49 U.S.C. 5307(c)(1)(H) and 49 U.S.C. 5309(c)(2), as amended by MAP-21, your Applicant will comply with:
  - a. The Metropolitan Planning requirements of 49 U.S.C. 5303, as amended by MAP-21, and
  - b. The State Planning requirements of 49 U.S.C. 5304, as amended by MAP-21,
9. As required by 49 U.S.C. 5307(c)(1)(I), as amended by MAP-21, your Applicant has a locally developed process to solicit and consider public comment before:

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- a. Raising a fare, or
  - b. Implementing a major reduction of public transportation,
10. Each fiscal year:
- a. Your Applicant will ensure that at least one (1) percent of the amount of the 49 U.S.C. 5307 funding apportioned to the urbanized area is spent for public transportation security Projects as described in 49 U.S.C. 5307(c)(1)(J)(i) including:
    - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
    - (2) Increased camera surveillance of an area in or adjacent to that system,
    - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
    - (4) Any other Project intended to increase the security and safety of an existing or planned public transportation, or
  - b. The Designated Recipients in your Applicant's urbanized area will certify that such expenditures for transportation security Projects are not necessary, (Information about the intentions of your Designated Recipients in the Applicant's urbanized area must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Program application in TEAM-Web),
11. If your Applicant serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
- a. Each fiscal year, your Applicant will ensure that at least one (1) percent of the amount apportioned to the urbanized area is spent for Associated Transit Improvements, as defined in 49 U.S.C. 5302(1), as amended by MAP-21,
  - b. Your Applicant will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
    - (1) A list of its Associated Transit Improvement Projects or Project activities during that Federal fiscal year using those 49 U.S.C. 5307 funds, or
    - (2) Sufficient information to demonstrate that the Designated Recipients in its area together have spent one (1) percent of the amount of funding that must be made available to them for Associated Transit Improvement Projects or Project activities, or have included the same information in a separate report attached in TEAM-Web, and
  - c. The report of your Applicant's Associated Transit Improvement Projects or Project activities is or will be incorporated by reference and made part of its Certifications and Assurances, and
12. Your Applicant will comply with its Public Transportation Agency Safety Plan as required by 49 U.S.C. 5329, as amended by MAP-21.

### **B. Urbanized Area Formula Program Before MAP-21 Became Effective.**

*You must select the Certification in Group 15.B if your Applicant seeks funding for its Urbanized Area Formula Project financed with funds made available or appropriated for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.*

The following Certification for the Urbanized Area Formula Grants Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

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1. Your Applicant has or will have the:
  - a. Legal capacity to carry out its proposed Projects,
  - b. Financial capacity to carry out its proposed Projects,
  - c. Technical capacity to carry out its proposed Projects,
  - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and
  - e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant will maintain its Project equipment and facilities adequately,
4. Your Applicant will ensure that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
  - a. Any elderly individual,
  - b. Any handicapped individual, as described in 49 CFR part 27,
  - c. Any individual presenting a Medicare card issued to himself or herself pursuant to title II of the Social Security Act (42 U.S.C. 401 et seq.), or
  - d. Any individual presenting a Medicare card issued to himself or herself pursuant to title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),
5. When carrying out a procurement under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply instead:
  - a. Your Applicant will use competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
  - b. Your Applicant will not use exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
  - c. As provided by the MAP-21 cross-cutting requirement, "Buy America," your Applicant will comply with 49 U.S.C. 5323(j), as amended by MAP-21,
  - d. Your Applicant will comply with applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
  - e. As provided by MAP-21 cross-cutting requirements, your Applicant will comply with applicable railcar option restrictions of 49 U.S.C. 5325(e), as amended by MAP-21, and
  - f. As required by the MAP cross-cutting requirement, "Veterans Preference/Employment," your Applicant will comply with 49 U.S.C. 5325(k), as amended by MAP-21,
6. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, former 49 U.S.C. 5307(b) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 requirements that apply instead:
  - a. For a capital project that will substantially affect a community or the public transportation service of a community, your Applicant:
    - (1) Has provided an adequate opportunity for public review and comment on its Project,
    - (2) After providing notice, has held a public hearing on the project if the project affects significant economic, social, or environmental interests,
    - (3) Has considered the economic, social, and environmental effects of the project, and
    - (4) Has found that the project is consistent with official plans for developing the community,
  - b. The notice of a hearing your Applicant published:
    - (1) Included a concise description of the proposed project, and
    - (2) Was published in a newspaper of general circulation in the geographic area the project will serve, and

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- c. Your Applicant's application for a capital grant that will substantially affect a community, or the public transportation service of a community under former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year for a capital project described in paragraph (1) will include the following:
  - (1) A Certification that the applicant has complied with the requirements of 49 U.S.C. 5323(b)(1)(C), and
  - (2) In the environmental record for the project, evidence that your Applicant has complied with the requirements of 49 U.S.C. 5323(b)(1)(C).
7. Your Applicant:
  - a. Has or will have the amount of funds required for the local share by former 49 U.S.C. 5307(e) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply instead,
  - b. Will provide the local share funds from approved non-Federal sources except as permitted by former 49 U.S.C. 5307(e) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead, and
  - c. Will provide the local share funds when needed,
8. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21,
9. Your Applicant has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation,
10. Each fiscal year:
  - a. Your Applicant will spend at least one (1) percent of its 49 U.S.C. 5307 funding for public transportation security Projects (limited to capital Projects if your Applicant serves an urbanized area with a population of 200,000 or more), including:
    - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
    - (2) Increased camera surveillance of an area in or adjacent to that system,
    - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
    - (4) Any other Project intended to increase the security and safety of an existing or planned public transportation, or
  - b. Your Applicant will certify that such expenditures for transportation security Projects are not necessary, (Information about your Applicant's intentions must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Program application in TEAM-Web),
11. If your Applicant serves an urbanized area with a population of at least 200,000 individuals:
  - a. Each fiscal year, your Applicant will ensure that at least one (1) percent of the amount apportioned to the urbanized area is spent for Transit Enhancements, as defined in former 49 U.S.C. 5302(a)(15),
  - b. Your Applicant will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year
    - (1) A list of its Transit Enhancement Project activities during that Federal fiscal year using those former 49 U.S.C. 5307 funds, or

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- (2) Sufficient information to demonstrate that the Designated Recipients in your Applicant's urbanized area together have spent one (1) percent of the amount of funding that must be made available to them for Transit Enhancements or have included the same information in a separate report attached in TEAM-Web, and
  - c. The report of your Applicant or the Designated Recipients' Transit Enhancement Projects or Project activities is or will be incorporated by reference and made part of its Certifications and Assurances, and
12. As required by the MAP-21 cross-cutting requirement, "Agency Safety Plans," your Applicant will comply with its Public Transportation Agency Safety Plan, as required by 49 U.S.C. 5329, as amended by MAP-21.

### **C. Job Access and Reverse Commute (JARC) Formula Grant Program.**

You must select the Certification in Group 15.C if your Applicant seeks funding for its JARC Project financed with funds made available or appropriated for former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year. In administering program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

1. The following Certification for the Urbanized Area Formula Grants Program are required by former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
- a. Your Applicant will make awards of JARC funding on a competitive basis following:
    - (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5316, and
    - (2) A statewide solicitation for applications for JARC funding in compliance with former 49 U.S.C. 5316,
  - b. Any allocations to Subrecipients of JARC funding authorized by former 49 U.S.C. 5316 will be distributed on a fair and equitable basis,
  - c. As required by former 49 U.S.C. 5316:
    - (1) The projects your Applicant has selected or will select for funding made available or appropriated for that program were derived from a public transit-human services transportation plan that has been:
      - (a) Locally developed, and
      - (b) Coordinated,
    - (2) That locally developed, coordinated plan was produced through a process that included:
      - (a) Representatives of public, private, and nonprofit transportation providers,
      - (b) Representatives of public, private, and nonprofit human services providers, and
      - (c) Participation by the public,
  - d. Before your Applicant transfers funds to a project funded by former 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services,
  - e. Before using funds apportioned for projects serving an area other than that for which funding was apportioned under former 49 U.S.C. 5316:
    - (1) The State's chief executive officer, or his or her designee, will have certified that all the JARC program objectives of former 49 U.S.C. 5316 are being met in the area from which the funding would be derived, and

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- (2) If the State has a statewide program for meeting the JARC program objectives of former 49 U.S.C. 5316, the funds can be used for projects anywhere in the State, and
- f. The requirements of former 49 U.S.C. 5307 will apply to the JARC Program, authorized by former 49 U.S.C. 5316, and
2. The following Certifications for the JARC Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
- a. Your Applicant has or will have, and will require each Subrecipient to have:
- (1) The legal capacity to carry out its proposed Projects,
  - (2) The financial capacity to carry out its proposed Projects,
  - (3) The technical capacity to carry out its proposed Projects,
  - (4) The necessary capacity to carry out the safety aspects of its proposed Projects, and
  - (5) The necessary capacity to carry out the security aspects of its proposed Projects,
- b. Your Applicant has or will have, and will require each Subrecipient to have satisfactory continuing control over the use of Project equipment and facilities,
- c. Your Applicant will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,
- d. Your Applicant will ensure, and will require each Subrecipient to ensure, that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
- (1) Any elderly individual,
  - (2) Any handicapped individual, as described in 49 CFR part 27,
  - (3) Any individual presenting a Medicare card issued to himself or herself pursuant to title II of the Social Security Act (42 U.S.C. 401 et seq.), or
  - (4) Any individual presenting a Medicare card issued to himself or herself pursuant to title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),
- e. When carrying out a procurement under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply instead, your Applicant will, and will require each Subrecipient to:
- (1) Use competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a), and
  - (2) Not use exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
- f. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, former 49 U.S.C. 5307(c) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 requirements that apply instead:
- (1) For a capital project that will substantially affect a community or the public transportation service of a community, your Applicant:
    - (a) Has provided an adequate opportunity for public review and comment on its Project,
    - (b) After providing notice, has held a public hearing on the project if the project affects significant economic, social, or environmental interests,
    - (c) Has considered the economic, social, and environmental effects of the project, and
    - (d) Has found that the project is consistent with official plans for developing the community,
  - (2) The notice of a hearing your Applicant published:

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- (a) Included a concise description of the proposed project, and
- (b) Was published in a newspaper of general circulation in the geographic area the project will serve, and
- (3) Your Applicant's application for a capital grant that will substantially affect a community, or the public transportation service of a community under former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year for a capital project described in paragraph (1) will include the following:
  - (a) A Certification that the applicant has complied with the requirements of 49 U.S.C. 5323(b)(1)(C), as amended by MAP-21, and
  - (b) In the environmental record for the project, evidence that your Applicant has complied with the requirements of 49 U.S.C. 5323(b)(1)(C).
- g. Your Applicant:
  - (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share by former 49 U.S.C. 5307(e) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply instead,
  - (2) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds from approved non-Federal sources except as permitted by former 49 U.S.C. 5307(e) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead, and
  - (3) Will provide and, as necessary, will provide the local share funds when needed,
- h. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21,
- i. Your Applicant has or will have, and will require each Subrecipient to have a locally developed process to solicit and consider public comment before:
  - (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation, and
- j. To the extent applicable, as required by the MAP-21 cross-cutting requirement, "Agency Safety Plans," your Applicant will comply with and, as necessary, will require each Subrecipient to comply with its Public Transportation Agency Safety Plan, as required by 49 U.S.C. 5329, as amended by MAP-21.

### **GROUP 16. SENIORS/ELDERLY/INDIVIDUALS WITH DISABILITIES AND NEW FREEDOM PROGRAMS.**

*The Certifications in Group 16 are in addition to other Certifications and Assurances listed previously that are required for Seniors/Elderly/Individuals with Disabilities or New Freedom Program funding.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

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*Except as FTA determines otherwise in writing, you must select the Certifications in Group 16, on behalf of your Applicant, if your Applicant seeks financing for its:*

*Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Project, financed or to be financed with funds made available or appropriated for 49 U.S.C. 5310, as amended by MAP-21, which among other things authorizes funding for New Freedom Projects and Project Activities, Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Project financed or to be financed with funds made available or appropriated for former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, or New Freedom Project financed or to be financed with funds made available or appropriated for former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year. In administering these programs, MAP-21 cross-cutting requirements supersede inconsistent former requirements.*

*These three programs have or will have funding available during FY 2013. Accordingly, if your Applicant seeks funding made available or authorized by 49 U.S.C. 5310 or former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, you should provide the three subgroups of Certifications in Group 16, on behalf of your Applicant, to assure that FTA can select the type of funding it considers most suitable. Before FTA may provide funding made available or appropriated for any of these Projects, on behalf of your Applicant, you must have selected the Certifications in Group 16 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certifications in Group 16 that does not apply will not be enforced.*

### **A. Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.**

*You must select the Certification in Group 16.A if your Applicant seeks funding for its Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Project financed with funds made available or appropriated for 49 U.S.C. 5310, as amended by MAP-21.*

1. The following Certification for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. 5310, as amended by MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. Each of your Applicant's Subrecipients is:
    - (1) A private nonprofit organization, or
    - (2) A State or local governmental authority that:
      - (a) Is approved by a State to coordinate services for seniors and individuals with disabilities; or
      - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide services authorized under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program,
  - b. Your Applicant will comply with the following Project selection and planning requirements:
    - (1) The Projects your Applicant has selected or will select for funding made available or appropriated for 49 U.S.C. 5310, as amended by MAP-21, are included in a public transit-human services transportation plan that has been:
      - (a) Locally developed, and

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- (b) Coordinated,
  - (2) That public transit-human services transportation plan was developed and approved through a process that included participation by:
    - (a) Seniors,
    - (b) Individuals with disabilities,
    - (c) Representatives of public, private, and nonprofit transportation providers,
    - (d) Representatives of public, private, and nonprofit human services providers, and
    - (e) Other members of the public; and
  - (3) To the maximum extent feasible, the services funded by 49 U.S.C. 5310, as amended by MAP-21, will be coordinated with transportation services funded by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services,
  - c. As required by 49 U.S.C. 5310(e)(2)(B), as amended by MAP-21, your Applicant certifies that if it allocates funds received under 49 U.S.C. 5310, as amended by MAP-21, to Subrecipients, it will have allocated those funds on a fair and equitable basis,
  - d. Your Applicant will transfer a facility or equipment financed with funding made available or appropriated for a grant under 49 U.S.C. 5310, as amended by MAP-21, to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, as amended by MAP-21, only if:
    - (1) The recipient in possession of the facility or equipment consents to the transfer, and
    - (2) The facility or equipment will continue to be used as required under 49 U.S.C. 5310, as amended by MAP-21, and
  - e. The requirements of 49 U.S.C. 5307, as amended by MAP-21, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities, authorized by 49 U.S.C. 5310, as amended by MAP-21, and
2. FTA has determined certain requirements of 49 U.S.C. 5307, as amended by MAP-21, to be appropriate for which some require Certifications. Therefore, as specified under 49 U.S.C. 5307(c)(1), as amended by MAP-21, your Applicant certifies that:
- a. Your Applicant has or will have, and will require each Subrecipient to have, the:
    - (1) Legal capacity to carry out its proposed Projects,
    - (2) Financial capacity to carry out its proposed Projects,
    - (3) Technical capacity to carry out its proposed Projects,
    - (4) Necessary capacity to carry out the safety aspects of its proposed Projects, and
    - (5) Necessary capacity to carry out the security aspects of its proposed Projects,
  - b. Your Applicant has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,
  - c. Your Applicant will maintain, and will require each Subrecipient to maintain its Project equipment and facilities adequately,
  - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, your Applicant will, and will require each Subrecipient to:
    - (1) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, as amended by MAP-21, and
    - (2) Comply with the third party procurement requirements of 49 U.S.C. 5325, as amended by MAP-21,
  - e. Your Applicant:
    - (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share by 49 U.S.C. 5307(d), as amended by MAP-21,

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- (2) Will provide and, as necessary, will require each Subrecipient to provide the local share funds from approved non-Federal sources, except as permitted by 49 U.S.C. 5307(d), as amended by MAP-21, and
- (3) Will provide and, as necessary, will require each Subrecipient to provide the local share funds when needed,
- f. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with:
  - (1) The Metropolitan Planning requirements of 49 U.S.C. 5303, as amended by MAP-21, and
  - (2) The State Planning requirements of 49 U.S.C. 5304, as amended by MAP-21, and
- g. To the extent applicable, your Applicant will comply with, and require its Subrecipients to comply with the requirements for a Public Transportation Agency Safety Plan provided by 49 U.S.C. 5329(d), as amended by MAP-21, to the extent FTA so requires.

### **B. Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program.**

*You must select the Certification in Group 16.B if your State Applicant seeks funding for its Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Project financed with funds made available or appropriated for former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.*

- 1. The following Certification for the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:
  - a. Each of your State Applicant's Subrecipients is:
    - (1) A private nonprofit organization, if the public transportation service that would undertake public transportation capital projects planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities is:
      - (a) Unavailable,
      - (b) Insufficient, or
      - (c) Inappropriate,
    - (2) A State or local governmental authority that:
      - (a) Is approved by a State to coordinate services for seniors and individuals with disabilities, or
      - (b) Certifies that:
        - 1 There are not any nonprofit organizations readily available in the area to provide public transportation capital projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities, and
        - 2 When public transportation is:
          - a Insufficient,
          - b Inappropriate, or
          - c Unavailable,

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- b. The Projects your State Applicant has selected or will select for funding made available or appropriated for former 49 U.S.C. 5310 are included in a public transit-human services transportation plan that has been:
    - (1) Locally developed, and
    - (2) Coordinated,
  - c. That public transit-human services transportation plan was developed and approved through a process that included participation by:
    - (1) Elderly Individuals,
    - (2) Individuals with disabilities,
    - (3) Representatives of public, private, and nonprofit transportation providers,
    - (4) Representatives of human services providers, and
    - (5) Other members of the public,
  - d. To the maximum extent feasible, the services funded will be coordinated with transportation services funded by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services,
  - e. If your State Applicant allocates funds received under former 49 U.S.C. 5310 to Subrecipients, your State Applicant will have allocated those funds on a fair and equitable basis,
  - f. The Program of Projects your State Applicant has submitted or will submit contains or will contain an assurance that the Program provides for the maximum feasible coordination of transportation services funded by former 49 U.S.C. 5310 with transportation services funded by other Government sources, and
  - g. Your Applicant will comply with the requirements of former 49 U.S.C. 5307 that FTA determined will apply to the former Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program,
2. The following Certification for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:
- a. Your State Applicant and each of its Subrecipients have or will have the:
    - (1) Legal capacity to carry out its proposed Projects,
    - (2) Financial capacity to carry out its proposed Projects,
    - (3) Technical capacity to carry out its proposed Projects,
    - (4) Necessary capacity to carry out the safety aspects of its proposed Projects, and
    - (5) Necessary capacity to carry out the security aspects of its proposed Projects,
  - b. Your State Applicant and each Subrecipient has or will have satisfactory continuing control over the use of Project equipment and facilities,
  - c. Your State Applicant and each of its Subrecipients will maintain its Project equipment and facilities adequately,
  - d. When carrying out a procurement under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply instead, your Applicant will, and will require each Subrecipient to, do the following:
    - (1) Use competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
    - (2) Not use exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),

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- (3) As provided by the MAP-21 cross-cutting requirement, "Buy America," comply with 49 U.S.C. 5323(j), as amended by MAP-21,
  - (4) Comply with applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
  - (5) As provided by MAP-21 cross cutting requirement, "Rail Car Procurement," comply with the railcar option restrictions of 49 U.S.C. 5325(e), as amended by MAP-21, and
  - (6) As required by the MAP-21 cross-cutting requirement, "Veterans Preference/Employment," comply with 49 U.S.C. 5325(k), as amended by MAP-21,
- e. Your State Applicant:
- (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share by former 49 U.S.C. 5307(e) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply instead,
  - (2) Will provide and, as necessary, will require each Subrecipient to provide the local share funds from approved non-Federal sources except as permitted by former 49 U.S.C. 5307(e) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead, and
  - (3) Will provide and, as necessary, will require each Subrecipient to provide the local share funds when needed,
- f. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21, and
- g. To the extent applicable, as required by the MAP-21 cross-cutting requirement, "Agency Safety Plans," your State Applicant will comply with and, as necessary, will require each Subrecipient to comply with, its Public Transportation Agency Safety Plan, as required by 49 U.S.C. 5329, as amended by MAP-21.

### C. New Freedom Program.

*You must select the Certification in Group 16.C if your Applicant seeks funding for its New Freedom Project financed with funds made available or appropriated for former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.*

1. The following Certification for the New Freedom Program is required by former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. Your Applicant will make awards of New Freedom funding on a competitive basis after conducting:
    - (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5317, or
    - (2) A statewide solicitation for applications for New Freedom funding in compliance with former 49 U.S.C. 5317,
  - b. Any allocations to Subrecipients of New Freedom funding authorized by former 49 U.S.C. 5317 will be distributed on a fair and equitable basis,
  - c. Your Applicant will comply with the following Project selection and planning requirements:
    - (1) The projects your Applicant has selected or will select for funding made available or appropriated for that program were derived from a public transit-human services transportation plan that has been:

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- (a) Locally developed, and
    - (b) Coordinated,
  - (2) That locally developed and coordinated plan was produced through a process that included:
    - (a) Representatives of public, private, and nonprofit transportation providers,
    - (b) Representatives of public, private, and nonprofit human services providers, and
    - (c) Participation by the public,
  - d. Before your Applicant transfers funds to a project funded by former 49 U.S.C. 5311(c), former 49 U.S.C. 5336, or both:
    - (1) The funding to be transferred may be made available only to projects eligible for funding made available or appropriated for former 49 U.S.C. 5317, and
    - (2) The Applicant will have consulted with responsible local officials and publicly owned operators of public transportation in each area for which the amount to be transferred was originally awarded,
  - e. Your Applicant may transfer funds to another Subrecipient only if it has consulted with responsible local officials and publicly owned operators of public transportation in each area for which the amount originally was awarded, as provided by former 49 U.S.C. 5317, and
  - f. The requirements of former 49 U.S.C. 5307, as determined by FTA, will apply to the New Freedom Program, authorized by former 49 U.S.C. 5317, and
2. The following Certification for the New Freedom Program is required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
- a. Your Applicant has or will have, and will require each Subrecipient to have, the:
    - (1) Legal capacity to carry out its proposed Projects,
    - (2) Financial capacity to carry out its proposed Projects,
    - (3) Technical capacity to carry out its proposed Projects,
    - (4) Necessary capacity to carry out the safety aspects of its proposed Projects, and
    - (5) Necessary capacity to carry out the security aspects of its proposed Projects,
  - b. Your Applicant has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,
  - c. Your Applicant will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,
  - d. When carrying out a procurement under former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year superseded by MAP-21 cross cutting requirements that apply, your Applicant will, and will require each Subrecipient to do the following:
    - (1) Use competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
    - (2) Not use exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
    - (3) As provided by the MAP-21 cross-cutting requirement, "Buy America," your Applicant will comply with 49 U.S.C. 5323(j), as amended by MAP-21,
    - (4) Comply with applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
    - (5) As provided by MAP-21 cross cutting requirement, "Rail Car Procurement," comply with the railcar option restrictions of 49 U.S.C. 5325(e), as amended by MAP-21, and
    - (6) As required by the MAP-21 cross-cutting requirement, "Veterans Preference/Employment," comply with 49 U.S.C. 5325(k), as amended by MAP-21,
  - e. Your Applicant:

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share required by former 49 U.S.C. 5317(g) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that may apply instead,
  - (2) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds from approved non-Federal sources except as permitted by former 49 U.S.C. 5317(g) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead, and
  - (3) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds when needed,
- f. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21, and
- g. To the extent applicable, as required by the MAP-21 cross-cutting requirement, "Agency Safety Plans," your Applicant will comply with and, as necessary, will require each Subrecipient to comply with, its Public Transportation Agency Safety Plan, as required by 49 U.S.C. 5329, as amended by MAP-21.

### GROUP 19. LOW OR NO EMISSION/CLEAN FUELS GRANT PROGRAM

*The Certifications in Group 19 are in addition to other Certifications and Assurances listed previously that are required for Low or No Emission Vehicle Deployment Program funding or Clean Fuels Grant Program funding.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Except as FTA determines otherwise in writing, you must select the Certifications in Group 19, on behalf of your Applicant, if your Applicant seeks financing for its:*

- *Discretionary Low or No Emission Vehicle Deployment Project financed with funding made available or appropriated for 49 U.S.C. 5312(d)(5), as amended by MAP-21, or*
- *Discretionary Clean Fuels Grant Program Project financed with funding made available or appropriated for former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year.*

*In administering these programs, MAP-21 cross-cutting requirements supersede inconsistent former requirements.*

*Before FTA may provide funding made available or appropriated for any of these Projects, on behalf of your Applicant, you must have selected the Certifications in Group 19 and other Certifications and*

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

*Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certifications in Group 19 that does not apply will not be enforced.*

### **A. Low or No Emission Vehicle Deployment.**

*You must select the Certification in Group 19.A, if your Applicant seeks funding for its Low or No Emission Vehicle Development Project financed with funds made available or appropriated for 49 U.S.C. 5312(d)(5), as amended by MAP-21.*

The following Certification for Low or No Emission Vehicle Deployment Program funding made available or appropriated for MAP-21 is required by 49 U.S.C. 5312(d)(5)(C) and by 49 U.S.C. 5307(c)(1), as amended by MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. Your Applicant has or will have the:
  - a. Legal capacity to carry out its proposed Projects,
  - b. Financial capacity to carry out its proposed Projects,
  - c. Technical capacity to carry out its proposed Projects,
  - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and
  - e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant will maintain its Project equipment and facilities adequately,
4. Your Applicant will ensure that, during non-peak hours, for transportation using or involving a facility or equipment funded for its Project, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
  - a. Any senior,
  - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability), and cannot use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
  - c. Any individual presenting a Medicare card issued to himself or herself pursuant to title II of the Social Security Act (42 U.S.C. 401 et seq.), or d. Any individual presenting a Medicare card issued to himself or herself pursuant to title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),
5. When carrying out a procurement under this Program, your Applicant will comply with the:
  - a. General provisions for FTA programs of 49 U.S.C. 5323, and
  - b. Third party procurement requirements of 49 U.S.C. 5325,
6. Your Applicant:
  - a. Has informed or will inform the public of the amounts of its funding available under this Program,
  - b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
  - c. Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
  - d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- e. Has assured or will assure that the proposed Program of Projects provide for coordination of transportation services with federally funded transportation services supported by United States Government sources other than U.S. DOT,
  - f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
  - g. Has made or will make the final list of Projects available to the public,
7. Your Applicant:
- a. Has or will have the amount of funds required for the local share,
  - b. Will provide the local share funds from approved non-Federal sources, except if otherwise authorized by law, and
  - c. Will provide the local share funds when needed,
8. Your Applicant will comply with:
- a. The Metropolitan Planning requirements of 49 U.S.C. 5303, as amended by MAP-21, and
  - b. The State Planning requirements of 49 U.S.C. 5304, as amended by MAP-21,
9. Your Applicant has a locally developed process to solicit and consider public comment before:
- a. Raising a fare, or
  - b. Implementing a major reduction of public transportation, and
10. Your Applicant will comply with its Public Transportation Agency Safety Plan as required by 49 U.S.C. 5329, as amended by MAP-21.

### **B. Clean Fuels Grant Program.**

*You must select the Certification in Group 19.B if your Applicant seeks funding for its Clean Fuels Grant Project financed with funds made available or appropriated for former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.*

The following Certification for Clean Fuels Grant Program funding made available or appropriated for former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year is required by former 49 U.S.C. 5308(d)(1) and former 49 U.S.C. 5307(d)(1), except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. Your Applicant has or will have the:
  - a. Legal capacity to carry out its proposed projects,
  - b. Financial capacity to carry out its proposed projects,
  - c. Technical capacity to carry out its proposed projects,
  - d. Safety aspects of its proposed projects, and
  - e. Security aspects of its proposed projects,
2. Your Applicant has or will have satisfactory continuing control over the use of project equipment and facilities,
3. Your Applicant will maintain the project equipment and facilities adequately,
4. Your Applicant will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under former 49 U.S.C. 5308:
  - a. Elderly individuals,
  - b. Individuals with disabilities, or

## FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- c. Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.),
5. When carrying out a procurement under former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply instead:
  - a. Your Applicant will use competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
  - b. Your Applicant will not use exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
  - c. As provided by the MAP-21 cross-cutting requirement, "Buy America," your Applicant will comply with 49 U.S.C. 5323(j), as amended by MAP-21,
  - d. Your Applicant will comply with applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
  - e. As provided by MAP-21 cross cutting requirement, "Rail Car Procurement," your Applicant will comply with the railcar option restrictions of 49 U.S.C. 5325(e), as amended by MAP-21, and
  - f. As required by the MAP-21 cross-cutting requirement, "Veterans Preference/Employment," your Applicant will comply with 49 U.S.C. 5325(k), as amended by MAP-21,
6. Your Applicant has complied with or will comply with former 49 U.S.C. 5307(c) because it:
  - a. Has informed or will inform the public of the amounts of its Clean Fuels Grant Program funds available under 49 U.S.C. 5308, and the projects it proposes to undertake,
  - b. Has developed or will develop, in consultation with interested parties, including private transportation providers, the projects proposed to be funded,
  - c. Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,
  - d. Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
  - e. Has assured or will assure that the proposed Program of Projects provide for coordination of transportation services with federally funded transportation services supported by United States Government sources other than U.S. DOT,
  - f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
  - g. Has made or will make the final list of projects available to the public,
7. Your Applicant:
  - a. Has or will have the amount of funds required for the local share,
  - b. Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
  - c. Will provide the local share funds when needed,
8. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21
9. Your Applicant has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation, and
10. Consistent with the MAP-21 cross-cutting requirement, "Safety," your Applicant will comply with its Public Transportation Agency Safety Plan requirements of 49 U.S.C. 5329, as amended by MAP-21.

## **EXHIBIT B**

### **STATEMENT OF INTENDED USE**

The Municipality plans to use the Vehicle obtained from Pace Suburban Bus Service in a manner that will reduce the number of motor vehicles on the road within it's corporate limits with a resultant reduction in exhaust emissions and ground water contaminants. The vehicle will be used to provide transportation to the general public or specific groups of the general public such as senior citizens, people with disabilities, and/or low income.

The Municipality will not use the Vehicle to transport groups of children under the age of eight (8). The municipality understands that the vehicles cannot be used for charter operation, to transport school children or be used for a commercial enterprise. The municipality is required to follow all rules and regulations pertaining to safety and drug and alcohol testing.

Pace will review monthly the vehicle utilization in terms of the program goals and stated contractual intended use. Pace reserves the right to terminate this Agreement, or substitute a more appropriate vehicle based on the vehicle utilization, in the event that the vehicle is not being used in a manner consistent with the program goals and stated contractual intended use.

Acceptance of a non-lift-equipped vehicle is contingent upon Municipality continuing its pre-existing service for individuals with disabilities, with vehicles other than the vehicle contracted for herein, for the duration of this contract. Should Municipality discontinue its existing service to individuals with disabilities at any time during the pendency of this contract, Municipality shall immediately notify Pace, who may, in its sole discretion either replace the vehicle(s) contracted for herein with one(s) that will enable the Municipality to continue service for individuals with disabilities, if equipment is available, or terminate this contract.

## EXHIBIT B-1

### Intended Use of Pace Vehicle(s)

**Type of service provided:** Demand Response service with 24 hour advance notice

**Service operated by:** Village of Maywood

**Service area:** Within a 5 mile radius of the Village to take people to doctors appoints, food and general shopping and to government offices.

**Service Days/Hours:** Monday, Tuesday, Thursday and Friday from 8:00 a.m. to 5:00 p.m.; Wednesday from 8:00 a.m. to 1:30 p.m.

**Estimated monthly mileage:** 700 to 1,000 miles

**Estimated number of trips provided per month:** 200 – 300 one way trips

**Trip reservation method:** 24 hour advance reservations with transportation coordinator office.

**One way fare:** None

**Rider eligibility:** Seniors, disabled and general public

**Holidays the service will not operate:** New Year's Day, Martin Luther Kind Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Day

**Describe existing service provided:** On demand service for the handicapped and seniors within a five mile radius of the village limits.

**Describe back-up vehicle:** 2006, 12 passenger Ford E-350 with wheelchair accessibility

**Describe any additional uses of the vehicle:** None

**Modifications to the stated intended use, identified above, must be pre-approved by the Vanpool Office.**

\_\_\_\_\_  
Edwenna Perkins, President  
Village of Maywood

\_\_\_\_\_  
Date

**FOR PACE VANPOOL OFFICE USE ONLY**

APPROVED

NOT APPROVED

\_\_\_\_\_  
**Vanpool Department Manager**

\_\_\_\_\_  
**Date**

**EXHIBIT C**

**REQUEST FOR "NON-STANDARD" USE**  
**PLEASE CHECK & COMPLETE ANY OR ALL OF THE FOLLOWING ITEMS**

**PERMIT VEHICLE TO BE DRIVEN OUTSIDE THE STATE OF ILLINOIS:**

Description of out-of-state trip planned:

Date or dates of out-of-state use: \_\_\_\_\_ Date Request Submitted: / /

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: / / Pace Signature: \_\_\_\_\_

**ALTER, MARK AND/OR INSTALL EQUIPMENT IN OR ON THE**  
**VEHICLE:**

Description of Alteration, Mark and/or Installation requested:

Date for changes to be made: \_\_\_\_\_ Date Request Submitted: / /

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: / / Pace Signature: \_\_\_\_\_

## EXHIBIT D

### Locally Based Service Program Insurance Requirements

The Municipal Vehicle Participants shall provide and maintain insurance covering all claims arising out of the performance of this contract. All insurers must maintain a rating of **A-VII** or better by A. M. Best Company. All policies shall include a **30 day notice of cancellation** provision. **Please note the additional insurance requirements outlined on the following page(s). It is important to note that the "Additional Insured" wording shown on the following page must be shown on the Certificate of Insurance exactly as it appears in this document.** Minimum insurance requirements are those paragraphs below marked with an **x**:

- Workers Compensation and Employer's Liability Insurance** affording the following limits: **Coverage A-Statutory Benefits** and **Coverage B-Employer's Liability**-\$500,000 Each Accident, \$500,000 Disease-Each Employee, \$500,000 Disease-Policy Limit. Contractors not required by statute to obtain workers compensation insurance must demonstrate to Pace's satisfaction the financial capacity to indemnify Pace against claims from Contractor's employees.
  
- Workers Compensation Waiver of Subrogation**  
The Municipal participant and its insurer shall agree to waive their rights to subrogate against Pace or the Regional Transportation Authority for an action/incident that may have caused or contributed to an employee injury. Evidence to Pace shall be provided with the issuance of a WC 00 03 13 endorsement.
  
- Commercial General Liability Insurance (Broad Form)** with coverage and limits that meet or exceed the following parameters; coverage is written on an ISO CG 00 01 Coverage Form with the following limits:  
  
Each Occurrence-\$1,000,000  
General Aggregate-\$2,000,000  
Products/Completed Operations Aggregate-\$2,000,000  
Personal & Advertising Injury-\$1,000,000  
Medical Expense (Any one person)-\$5,000
  
- Business Automobile Insurance** with a **Combined Single Limit (CSL)** of not less than **\$1,000,000** per accident for bodily injury and property damage liability arising from owned, non-owned, and hired automobiles. Coverage provided shall be not less than that provided by the current ISO form CA 00 01 and contain **Symbol 1= Any "Auto"** for the definition of covered autos. The covered auto designation symbols on the Municipal Participant Auto policy shall also include **"8"-Hired Autos** and **"9"- Non-owned Autos**. **Uninsured Motorist** and **Underinsured Motorist** Coverage shall be included at the minimum coverage limits mandated by the State of Illinois.
  
- Umbrella Liability Insurance** affording limits of not less than \$4,000,000 each occurrence and \$4,000,000 aggregate coverage. Such umbrella coverage shall contain the following policy provisions/endorsements: defense, investigation, and supplementary payments

“outside” or “in addition to” the policy limits, 30 day Notice of Cancellation, Definition of “Who is an insured” shall include “Any person or organization” that is an insured under any policy of underlying coverage. The Municipal participant must maintain the underlying insurance as scheduled during the entire contract term.

- Professional Liability Insurance** or **Engineers and Consultants Errors and Omissions Insurance** coverage with a limit of not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate.
- Garage Coverage** with coverage that meets or exceeds ISO CA 00 05 and Liability limits of at least \$1,000,000 each accident and \$1,000,000 aggregate. This policy should utilize Symbol 21=Any “Auto”. The physical damage coverage including comprehensive and collision should have covered auto Symbol 30=“Autos” left with you for service, repair, storage, or safekeeping. The vehicles should be insured at Actual Cash Value.
- Pollution Legal Liability Insurance (PLL) and/or Contractors Pollution Liability (CPL)** with coverage afforded for third-party claims including, but not limited to: bodily injury, property damage, and remediation expenses. Due to the variation in policy types, coverage afforded, and exclusions, Pace requires that a copy of the actual policy be provided to us for a complete review prior to acceptance of the insurance terms or exhibit that make up this agreement. The minimal liability limits required for this policy are \$1,000,000.
- Automobile Physical Damage** -with coverage afforded for **Comprehensive perils** including losses from fire, theft, vandalism, falling or flying objects, malicious mischief, lightning, windstorm, water, flood, earthquake, hail, impact with animals, missiles, riot, civil commotion, rising water, and breakage of glass (other than when caused by collision), and; **Collision perils**, including upset or collision with another vehicle, person, or any object including the ground or highway; impact with an object on or in the ground. The Physical Damage coverage limit (valuation) shall be based on the Actual Cash Value (ACV) of the vehicle(s). The Certificate of Insurance shall also name Pace Suburban Bus Service as the Loss Payee.

**The Municipalities’ General Liability and Auto Liability insurance shall include the following Additional Insured/Additional Party language and endorsements:**

- a. **The insurance policies shall be endorsed to provide that the Suburban Bus Division of the Regional Transportation Authority d/b/a Pace, and the Regional Transportation Authority and their employees are named as Additional Insured for “liability for ‘bodily injury’ ‘property damage’ and ‘personal injury’ caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf: (a) in the performance of your ongoing operations; or (b) for claims brought on behalf of your employees, agents, or subcontractor and their employees.”**

In addition, Pace Suburban Bus Service shall be provided with **(1)** Blanket Additional Insured wording directly from the Municipal Participant’s General Liability insurance policy **or (2)** a completed CG 20 10 07 04 **or (3)** a CG 2026 Designated Organization endorsement naming Pace Suburban Bus Service as the designated organization. Through the issuance of

these endorsements, Pace shall receive coverage for “ongoing operations” and “completed operations”.

- b. The Municipal participant’s insurance must contain the standard **Separation of Insureds provision** or an endorsement providing that, except with respect to limits, the insurance applies separately to each insured.

**“Other Insurance” policy provision**

The Municipal participant’s insurance coverage shall be primary, not contributory and the Certificate of Insurance shall contain language stating: **“This insurance is primary, not contributory, and not excess of any other insurance of Pace Suburban Bus Service.”**

**Notice of Cancellation on all Policies**

Pace Suburban Bus Service shall be notified in writing at least 30 days prior to a policy cancellation for all reasons except non-payment of premium. In the case of non-payment of premium, Pace Suburban Bus Service shall receive 10 business day’s advance written notification of policy cancellation. The cancellation clause shall delete “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives”.

**Claims-Made Policy**

Claims-made policies shall either have (a) No Retroactive date or (b) A Retroactive date no later than the first date Pace Suburban Bus Service entered into a contractual agreement with the Contractor, Vendor, or Supplier. The Certificate of Insurance must indicate the retroactive date for all claims-made policies evidenced.

**Occurrence-Form Policy**

A valid Certificate of Insurance for all periods of time during which a claim might occur shall be provided to Pace Suburban Bus Service.

**Disclosure of a Deductible or Self-Insured Retention (SIR)**

The Municipal participant shall disclose any deductible or Self-Insured Retention (SIR) under its General Liability, Automobile Liability, or Workers Compensation policy. Insurance may be provided under a plan of self-insurance, provided that the Municipal participant notifies Pace Suburban Bus Service of its intent to self-insure (or have a deductible equal to or in excess of \$50,000) and agrees that upon request, it shall deliver to Pace each year a copy of its annual report that is audited by an independent CPA including a copy of the most recent fiscal audit and/or actuarial report of financial condition of the entire joint self-insurance (pooling) program including, but not limited to: funding levels, reserving practices, and reinsurance placements.

**Insurance Company Acceptability**

The Insurance carriers insuring the Municipal participant shall have a current rating of not less than A- VII and must be lawfully authorized to do business in the State of Illinois.

**Within 10 days of contract award and prior to delivery of Pace-Owned equipment, the insurance company, or its authorized representative, shall submit an insurance certificate that meets or exceed the requirements contained in this exhibit and provide Pace with thirty (30) days prior written notice of material change, policy cancellation, or a 10 day notice of**

**cancellation for non-payment of premium. This information shall be sent to:**

Insurance Technician  
Risk Management Department  
Pace Suburban Bus Service  
550 West Algonquin Road  
Arlington Heights, IL 60005

Contractor's failure to carry or document required insurance shall constitute a breach of the contract. Any failure by Pace to demand or receive proof of insurance coverage shall not constitute a waiver of Contractor's obligation to obtain the required insurance. The Contractor shall require all subcontractors to carry the insurance required herein and comply with these requirements. Contractor expressly agrees that these insurance provisions in no way limit Contractor's responsibilities under other provisions of the Contract, including the hold harmless and indemnification clause. Contractor or Contractor's insurance agent shall, upon request by Pace, furnish a copy of the insurance policy addressed to the Purchasing Section Manager. The Contractor shall not commence work herein until he has obtained the required insurance and has received Pace's approval.

**DRUG AND ALCOHOL POLICY  
AND TESTING PROGRAM**

**For Providers  
Providing Transit Service To Pace**

**Effective: January 1, 1995**

**Revised: May 1, 2007  
August 25, 2008  
August 31, 2009  
October 1, 2010  
December 1, 2011**

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## I. Overview

Under the Drug-Free Workplace Act of 1988, the U.S. Congress required recipients of federal funds to take certain steps to provide for drug-free workplaces for their employees. Additionally, under the Omnibus Transportation Employee Testing Act of 1991, the U.S. Congress directed the Federal Transit Administration ("FTA") to issue regulations on drug and alcohol testing for mass transit workers in safety-sensitive positions. In response, the FTA has published regulations prohibiting drug use and alcohol misuse by transit employees and requiring transit agencies to test for prohibited drug use and alcohol misuse. These regulations are 49 CFR Part 655, "Prevention of Prohibited Drug Use and Alcohol Misuse in Transit Operations." In addition, the Department of Transportation ("DOT") has issued 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," and amendments which prescribes the testing methods to be followed.

This document sets forth the drug and alcohol policy and testing program of (Name of Provider) ("Provider") and has been adopted by the Provider Board of Directors pursuant to resolution. It was developed to comply with the requirements identified in the foregoing laws and FTA and DOT regulations. Where applicable, the document will identify those policies and procedures that are Provider-mandated drug and alcohol policies and testing programs not required by the DOT or the FTA. Additionally, in adopting this policy and program, Provider does not otherwise waive its right to enforce already established rules, policies, or programs, or the terms and provisions of any applicable collective bargaining agreement governing drug and alcohol use, possession and testing.

## II. Introduction

### A. Policy and Program Purposes

Provider performs a vital service for the public. To ensure that this service is delivered safely, and effectively, each Provider employee has the responsibility to perform his/her duties in a safe, conscientious, and courteous manner.

The purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace and to reduce the probability of accidents or incidents related to the use and/or misuse of alcohol and other drugs by employees so that transit services are delivered safely, efficiently, and effectively.

This policy outlines four principles as a means to achieve Provider's goal of providing a workplace free from the effects of drug and alcohol use and/or misuse for its employees. The first principle emphasizes deterrence from the use of drugs and alcohol in or affecting the workplace. Provider will make education and training available for all employees regarding the effects of substance abuse on individuals and on the workplace. Supervisors and managers will receive specialized training in detection, early intervention, and enforcement.

The second principle is treatment and rehabilitation. Provider maintains an Employee Assistance Program ("EAP") to assist employees with personal problems, including those surrounding the misuse of drugs and alcohol. Provider supports rehabilitation before an employee's job is in jeopardy. Although employees are encouraged to receive help for drug and alcohol problems, participation in Provider's EAP will not excuse an employee's failure to comply with Provider rules and regulations; nor will it preclude discipline for rule or policy violations.

The third principle is detection. Toward this end, Provider employs six (6) FTA mandated drug and/or alcohol tests in the following circumstances: pre-employment, reasonable suspicion, post-accident, random, return to duty, and follow-up. The foregoing drug and /or alcohol tests will apply to all full-time, part-time, seasonal and temporary employees of Provider engaged in the performance of safety-sensitive functions. It also applies to: applicants for positions of employment involving the performance of safety-sensitive functions for Provider; and operators who are third party contractors.

The fourth principle is enforcement, which is essential if deterrence, rehabilitation, and detection are to be successful. All employees must be fit for duty as defined within this policy. Accordingly, the failure to properly report the use of dispensing, possession, or use of a controlled substance or narcotic contrary to the terms of this policy, and the use or possession of intoxicants contrary to the terms of this policy is prohibited and will result in disciplinary action up to and including discharge.

#### **B. Employee and Management Responsibilities**

All Provider employees covered by this policy are required to refrain from using drugs and alcohol contrary to the specific prohibitions identified herein. (Provider Drug Program Manager) (or a designated representative) will monitor Provider practices to ensure compliance. Anyone with questions regarding this policy, its practices or procedures should contact the Program Manager at (address and phone number).

Employees are responsible for ensuring adherence to this policy. Managers and supervisors will be held accountable for both the application of the policy and the consistency of its enforcement. To that end, Provider prohibits the discriminatory application, implementation, or enforcement of any provision of this policy on the basis of race, color, age, sex, religion, national origin and ancestry, sexual orientation, veteran status, or disability.

#### **C. Confidentiality**

Confidentiality will be maintained throughout the drug and alcohol screening process. Provider will maintain records in a manner so that disclosure of information to unauthorized persons does not occur. Additionally, the specimen collection site, testing laboratory, medical review officer ("MRO"), breath alcohol technician ("BAT"), and substance abuse professional ("SAP") will be held to strict confidentiality requirements consistent with the following:

- The testing laboratory: shall maintain employee test records in confidence as provided by DOT requirements: shall ensure the security of data transmission and limit access to any data transmission, storage, and retrieval system; will report individual drug test results only to the employee tested, the designated MRO, or the decision makers in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee and arising from a certified positive drug test; and shall retain all records pertaining to a given urine specimen for a minimum of two (2) years.

- The MRO, BAT, and SAP will report individual test results only to: the employee tested, Provider's EAP, if applicable, and the Provider management official empowered to recommend or take administrative action (or the official's designated agent).

Provider will release individual test results to the employee tested upon written request. Provider will not release individual test results to any other party absent a specific written consent of the employee tested authorizing such release to a specifically identified person(s) except as follows:

- To the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee tested and arising from a test administered under this policy.
- To the National Transportation Safety Board ("NTSB") about any post-accident test performed for an accident under NTSB investigation.
- When requested by the DOT or any state or federal agency with regulatory authority over Provider or any of its employees.

EAP personnel will be expected to carry out all actions relative to this policy in a manner which respects the dignity and confidentiality of those involved. EAP records are regarded as confidential medical records and are not available for inspection by anyone except EAP staff absent a written release of information by the employee. EAP personnel will release information to Provider personnel only on a need-to-know basis subject to advance notice to the employee whenever feasible. In any case where the employee raises a claim against Provider involving his/her participation in the EAP, the employee shall be deemed to have waived his/her right to confidentiality and Provider shall have the right to explore thoroughly and evaluate the employee's participation in the EAP.

Any employee covered by this policy is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of prohibited drugs or alcohol; including any records pertaining to his or her drug or alcohol tests. Provider shall provide promptly the records requested by the employee. Access by the employee to his or her records shall not be contingent upon payment for records other than those specifically requested.

### **III. Implementation Guidelines for Promoting a Drug and Alcohol-Free Workplace**

#### **A. Deterrence**

##### **1. Fitness for Duty**

Provider has determined that an employee is fit for duty when he/she is unequivocally able to perform his/her duties, including when he/she is ready for work or working without the presence of any alcohol or the presence of any specified drugs or their metabolites as prescribed by this policy. Employees must understand that they are responsible for assuring that their job conduct is safe and appropriate.

2. Reporting the Use of Prescription Medication

**Separate from any FTA requirements**, safety-sensitive employees are required to report their use of prescription medication to Provider. Safety-sensitive employees who fail to report their use of prescription medication in accordance with this section, and subsequently have a positive drug or alcohol screen, are subject to progressive discipline up to and including discharge. Accordingly, all such employees are advised to inform their physicians and/or pharmacists of their employment requirements regarding fitness for duty prior to obtaining medication.

3. Education and Training

Provider recognizes that education and training of its workforce and supervisors are major components of a successful drug and alcohol program. To that extent:

- All employees subject to testing under this policy will be provided a copy.
- Provider will display and distribute informational material about the effect of drugs along with a community service hotline telephone number to assist employees who may be experiencing problems with prohibited drugs.
- Provider will provide educational materials that explain the requirements of the FTA's alcohol rule and the policies and procedures identified in this document.
- Provider will distribute informational material about the signs and symptoms of an alcohol problem and the effects of alcohol misuse on an individual's health, work and personal life.
- A minimum of sixty minutes of training will be provided to all employees subject to testing under this policy on the manifestations and behavioral cues indicating drug use on a personal health, safety, and the work environment.
- A minimum of an additional sixty minutes of training for the alcohol program and sixty minutes of training for the drug program will be provided to supervisors who will be determining when it is appropriate to administer "reasonable suspicion" drug or alcohol tests under this policy.

In addition to the foregoing, Provider will consider and implement such other education and training programs as will help promote safety goals, maintain the integrity of Provider's drug and alcohol testing program, and enhance the benefits of that program.

B. Treatment and Rehabilitation

1. Employee Assistance Program (EAP) Responsibilities

In order to promote a drug and alcohol-free environment, Provider will work to assist eligible employees with problems due to the use of drugs or misuse of alcohol.

Accordingly, separate from any programs regarding drug and alcohol testing mandated by the FTA and DOT, Provider has established and encourages the use of its Employee Assistance Program ("the EAP"). The EAP was established in part so that an employee who recognizes that he/she has a drug use or alcohol misuse problem may have the opportunity to receive treatment and rehabilitation.

Provider's EAP will assist eligible employees with drug use and alcohol misuse problems, and related concerns, through one or more of the following depending upon the circumstances of each particular case:

- Consultation with supervisors and/or other Provider officials
- Evaluation and referral
- Individual and group counseling
- Individual case management
- Crisis intervention
- Specialized education and training programs

## 2. EAP Referral

There are two ways to begin rehabilitation through Provider's EAP-voluntary self-referral and management referral.

Voluntary self-referral is preferred by Provider as a means to resolve drug and/or alcohol problems. Such an option is not available to an employee after he/she has been notified to submit to a drug or alcohol test under this policy. Nor can an employee become a volunteer when subject to disciplinary action in order to avoid discipline.

Voluntary participation in the EAP will not adversely impact an employee's employment or promotional opportunities at Provider. However, employees who do not make a commitment to overcome their drug and/or alcohol problems may experience work performance problems as a result. Accordingly, an employee who exhibits poor or improper job performance as a result or tests positive for drugs and/or alcohol pursuant to a test administered under this policy will be subject to disciplinary action.

The second avenue for referral to the EAP is through management. Supervisors and managers of Provider may refer to the EAP for an evaluation for any employee who demonstrates performance problems such as excessive absenteeism, tardiness, or overall poor work performance. Based upon the reason for the referral and the assessment of the EAP counselor, employee referred to the EAP and determined to have a drug use or alcohol misuse problem may be removed from their position and suspended or assigned to alternative duty subject to the availability of such work, the need to accommodate other employees, and any federal and state statutory and regulatory requirements.

The managerial option to refer any employee to Provider's EAP shall not, however, restrict Provider's right to terminate or otherwise discipline an employee. In the event an employee requests admission into the EAP after commission of an act (including a violation of this policy) which subjects him/her to discharge, Provider in its discretion may convert the discharge to a suspension and allow the employee admission into the EAP. Such a determination will be based upon the following criteria; the type of rule violation and all circumstances attendant to the incident in question; the employee's length of service; and the employee's overall work record.

Employees are directed to any pertinent collective bargaining agreement for the terms and provisions of, and restrictions and benefits attendant to, EAP participation. Any questions regarding Provider's EAP should be referred to the Regional Manager (or a designated representative).

C. Effects of Alcohol

Alcohol is the most commonly abused chemical substance in this country and in the workplace. Out of the two-thirds of all Americans who drink, there are an estimated thirteen million people with serious drinking problems. A problem drinker is anyone who frequently drinks to the state of intoxication. While intoxicated, he/she may exhibit behavior that would never occur while sober. Alcohol problems have a devastating impact on family life, health, and the workplace. The family may be subjected to frequent episodes of violence, physical and emotional neglect, diabetes, ulcers, hypertension, and kidney problems. Emotional health is affected as well due to alcohol misuse, presenting symptoms such as depression anxiety, hallucinations, and insomnia. Alcohol abuse in the workplace costs corporate America millions of dollars each year through excessive absenteeism, lack of motivation, and a rise in the use of medical benefits associated with illness caused by alcoholism.

The most effective way to combat alcohol misuse is treatment. Alcohol detoxification rehabilitation is the only method of intervention used to interrupt alcoholism.

IV. Provisions for Drug and Alcohol Testing

A. General Conditions

1. Persons Subject to Testing

The following persons will be subject to alcohol testing just before, during or just after performing a safety sensitive function and will be subject to drug testing any time while on duty pursuant to the terms of this policy:

- All full-time, part-time, seasonal, and temporary employees of Provider engaged in the performance of safety-sensitive functions;
- Applicants for positions of employment with Provider involving the performance of safety-sensitive functions;
- Employees of contractors engaged in the performance of safety-sensitive functions for Provider; and
- Employees of operators who are third party contractors engaged in the performance of safety-sensitive functions.

"Safety-Sensitive functions" are performed by those persons who:

- Operate revenue service vehicles (including when not in revenue service).
- Operate non-revenue service vehicles required to be operated by a holder of a commercial driver's license.
- Dispatch or control revenue service vehicles.
- Maintain a revenue service vehicle or equipment used in revenue service.
- Carry a firearm for security purposes.

Included in the foregoing are supervisors who in fact perform safety-sensitive functions. Supervisors of covered employees who themselves do not perform safety-sensitive functions are excluded. Attached to this policy is a list of the position titles identifying the persons subject to drug and alcohol testing.

## 2. **Drug Rule**

All persons covered by this policy are prohibited from using any of the following five substances: Marijuana; Cocaine; Opiates; Amphetamines; and Phencyclidine. Pursuant to FTA requirements, drug testing administered in accordance with any of the following circumstances as described in detail in each case in Section IV.B.1 a. through f. of this policy: pre-employment; post-accident; reasonable suspicion; random; and return to duty/follow-up.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance on Provider property by any person at any time also is prohibited.

**Additionally, separate from any DOT or FTA requirements.**

- The use of illegal drugs by Provider employees at any time is prohibited.
- The use or possession of a controlled substance or narcotic from the time an employee reports for work until the conclusion of the employee's workday or reporting for work in an impaired condition due to the use of the same is prohibited.
- An employee may not have a controlled substance or narcotic in his/her system from the time of reporting for work until the conclusion of the workday.
- An employee shall not knowingly accept relief from or permit an employee to work who is under the influence of a controlled substance or narcotic.

## 3. **Alcohol Rule – Required Hours of Compliance**

All persons covered by this policy are prohibited from consuming alcohol: while performing a safety-sensitive function; within four hours prior to performing a safety-sensitive function (including on-call safety sensitive employees); and up to eight hours following an accident or until the employee undergoes a post-accident test. Under FTA requirements, each person covered by this policy is subject to alcohol testing: while performing any safety-sensitive function; immediately before performing any safety-sensitive function; and immediately after performing any safety-sensitive function.

**Additionally, separate from any DOT or FTA requirements:**

- Provider prohibits the use or possession of intoxicants on its property at any time.
- Employees, while in a Provider uniform, shall not either enter an establishment of which the main business is the selling of intoxicants or partake of an intoxicant in a public place.
- An employee shall not knowingly accept relief from or permit an employee to work who is under the influence of an intoxicant.

B. Detection

1. Circumstances for Testing

a. Pre-Employment

No applicant for employment will be placed in a safety-sensitive position by Provider unless the applicant submits to a pre-employment drug test and a verified negative drug test is received. The test will be administered as part of the pre-placement physical examination. Additionally, no Provider employee will be transferred into a safety-sensitive position unless the employee submits to a drug test and a verified negative drug test is received. The test will be administered as part of the qualifying physical examination.

If an applicant or employee drug test is cancelled, the applicant or employee must submit to another drug test.

In addition, when a covered employee or applicant has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the Provider random selection pool during that time, Provider will ensure that the employee takes a pre-employment drug test with a verified negative result.

b. Reasonable Suspicion

All employees covered by this policy will be required to submit to a drug and alcohol test with Provider, through observations made by a supervisor, has reasonable suspicion that the employee has used a prohibited drug or misused alcohol contrary to the terms of this policy. The request to undergo a reasonable suspicion test will be based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the person to whom the request is directed.

Supervisors who will be expected to make such a determination will be trained in the facts, circumstances, physical evidence, physical signs and symptoms, and patterns of performance and/or behavior associated with drug use and alcohol misuse.

Any supervisory person who orders an employee to undergo a reasonable suspicion test will complete a "Condition of Employee Report", a sample of which is attached as Appendix C.

c. Post-Accident

All employees covered by this policy who are involved in an accident will be required to submit to a drug and alcohol test. An "accident" is defined as an occurrence associated with the operation of a Provider vehicle in which:

- An individual dies:
- An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or
- Any vehicle involved incurs disabling damage and is transported away from the scene by a tow truck or other vehicle.

In the case of any accident involving a fatality, each surviving safety sensitive employee on duty in the Provider vehicle at the time of the accident will be tested.

Additionally, safety-sensitive employees not on the vehicle whose performance could have contributed to the accident, as determined by Provider using the best information available at the time of the accident, will be tested.

In the case of all other accidents covered by this policy (i.e., those not involving a fatality), each safety-sensitive employee operating the Provider vehicle at the time of the accident will be tested unless Provider determines, using the best information available at the time of the decision, that the safety-sensitive employee's performance can be completely discounted as a contributing factor to the accident. Additionally, any other safety-sensitive employees whose performance could have contributed to the accident, as determined by Provider using the best information available at the time of the accident, will be tested.

Post-accident drug tests will be performed as soon as possible but no later than thirty-two (32) hours following the accident. Post-accident alcohol tests will be performed within two (2) hours but no later than eight (8) hours following the accident. If an alcohol test is not administered within two (2) hours following the accident, Provider will prepare and maintain a record stating the reason(s) the test was not so administered. If an alcohol test still is not administered within eight (8) hours following the accident, all attempts to administer the test will cease.

An employee subject to post-accident testing who fails to remain available for such testing, including notifying Provider of his/her location after leaving the scene of the accident, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care.

d. Random Testing

All employees covered by this policy will be subject to random drug and alcohol testing. The random selection method will be a scientifically valid method, such as a random number table or a computer-based random number generator. Subject to adjustment by the FTA, each year at least twenty-five percent (25%) of the total number of safety-sensitive employees will be subject to drug testing and ten percent (10%) to alcohol testing. In conducting such tests, the process will be unannounced as well as random. The dates for administering unannounced testing of randomly-selected covered employees shall be spread reasonably throughout the calendar year including all days and hours during which safety-sensitive functions are performed, so as to ensure that all covered employees have a reasonable expectation that they might be randomly tested for prohibited drug use anytime while on duty. Each covered employee shall have an equal chance of being tested each time selections are conducted. Once the employee has been notified of selection for testing, the employee will be required to report immediately to the designated collection site.

e. Return to Duty

Before any employee covered by this policy is allowed to return to duty to perform a safety-sensitive function following a verified positive drug test result, an alcohol test result of 0.04 or greater, or a refusal to submit to a test, the employee will be required to:

- Be evaluated by a substance abuse professional ("SAP") designated by Provider to determine whether the employee has followed the recommendations for action by the recommendations for action by the SAP, including participation in any rehabilitation program; and
- Pass a return to duty drug and alcohol test.

If a drug test is cancelled, the employee will be subject to and required to pass another drug test.

**In addition to the foregoing and separate from any FTA requirements, Provider requires that all employees covered by this policy submit to a return to duty drug and alcohol test using non-DOT forms when:**

- The employee is returning from a drug and/or alcohol rehabilitation program known to, or arranged by, Provider, or made known to Provider.
- The employee has signed a treatment plan, work resumption, or return to work agreement that requires the test.
- The employee is returning to work from an absence longer than thirty (30) consecutive calendar days.
- The employee is returning to duty to perform a safety-sensitive function following an alcohol test result of 0.02 or greater but less than 0.04.

f. Follow-Up

An employee who is allowed to return to duty to perform a safety-sensitive function following a verified positive drug test result, an alcohol test of 0.04 or greater, or a refusal to submit to a test will be subject to unannounced follow-up testing for at least twelve (12) but not more than sixty (60) months. The frequency and duration of the follow-up testing will be determined by the SAP, but subject to the conducting of a minimum of six (6) tests during the first twelve (12) months after the employee has returned to duty.

The foregoing is separate from and in addition to Provider's random testing program. Employees subject to follow-up testing also will remain in the standard random pool and will be tested whenever subject to random testing, even if as a result the employee is tested twice in the same month, week, or day.

**In addition to the foregoing, and separate from any FTA requirements, Provider requires that any employee who participates as a volunteer in Provider's EAP comply with all drug and/or alcohol testing recommended by the EAP counselor.**

2. Conduct that Constitutes a Refusal to Submit to a Test

The following conduct will be regarded by Provider as a refusal to submit to a drug and/or alcohol test and constitutes a positive test result:

- Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by Provider.
- Fail to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
- Fail to attempt to provide a urine or breath specimen. Provided that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
- In a case of a directly observed or monitored collection in your drug test, fail to permit the observation or monitoring of your provision of a specimen including the failure to follow the collector's instructions to raise and lower your clothing and to turn around to permit the observer to determine if there is evidence of a prosthetic or other device that could be used to interfere with the collection process.
- Fail 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.
- Fail or decline to take a second test Provider or collector has directed you to take.
- Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process.
- Fail to sign the certification at step 2 of the Alcohol Testing Form.
- Fail to cooperate with any part of the testing process, including refusal to wash hands after being directed to do so.
- Admitting to collection site personnel or Medical Review officer that he/she has adulterated or substituted their specimen.
- The employee possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
- As an employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

## V. Methodology

All Federally Mandated drug and alcohol testing will be conducted in accordance with 49 CFR Part 40 and will include the procedures that will be used to test for the presence of illegal drugs or alcohol misuse, protect the employee and the integrity of the drug and alcohol testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct employee.

### A. Drug Testing

1. When ordered to do so by Provider, an employee shall submit to drug testing through urine analysis. At the time specimens are collected, the employee will be given written instructions setting forth his/her responsibilities. The employee's identify will be verified through the use of a photo identification card or through a representative designated by Provider.

Forty-five (45) milliliters (about 1-1/2 ounces) of urine will be collected. The collection site technician will pour fifteen (15) ml into one bottle to be used as a split specimen. The remainder (at least thirty (30) ml) will be retained in the collection bottle or poured into another bottle to be used as the primary specimen.

If the employee is unable to provide at least forty-five (45) ml of urine the specimen will be discarded unless the insufficient specimen was out of temperature range or showed evidence of adulteration or tampering. The collection site technician will instruct the employee, who must remain at the collection site, to drink up to forty (40) ounces of fluids, distributed reasonably through a period of up to three (3) hours, or until the employee has provided a new urine specimen, whichever occurs first. The employee will then provide a new sample using a fresh collection container. Both the new and the original insufficient sample will be sent to the laboratory if the original specimen was out of temperature range or there is evidence of adulteration or tampering. If the employee is still unable to provide an adequate specimen, testing will be discontinued and the employee will be directed to obtain, as soon as possible after the attempted provision of urine, an evaluation from a licensed physician who is acceptable to the Medical Review Officer concerning the employee's ability to procure an adequate amount of urine.

Within four (4) minutes of receiving the specimen, the temperature of the specimen will be recorded. Any specimen temperature out of the range of 32 to 38C/90 to 100F will require that an observed collection take place. The collection site technician also will examine the specimen visually for any unusual color or sediment, and note the results on the custody and control form.

Both bottles will be sealed and labeled in the presence of the employee. The donor will initial the labels verifying the specimen is his/hers. A custody and control form will be completed and signed by the collection site technician and the donor. Both the primary and split specimen will be sealed in a single shipping container, together with the appropriate pages of the custody and control form. The tape seal on the container will bear the initials of the collection person and the date of closure for shipment. The specimen will be placed in secure storage until dispatched to the laboratory.

Procedures for collecting urine specimens shall allow individual privacy. If, however, any of the following circumstances exist, a collection site person of the same gender as the individual providing the urine specimen shall obtain a specimen by direct observation.

Direct observation shall include the lifting of clothing to just above the navel or lowering to mid-thigh and turning towards the same sex collector to prove the individual is not concealing a prosthetic device to beat the test.

- The individual previously has been determined to have used a controlled substance without medical authorization and the test being conducted is a return to duty or follow-up test.
- The individual has provided a urine specimen that falls outside the normal temperature range (32 to 38C/90 to 100F)
- The collection site person observes conduct indicating an attempt to substitute or adulterate the specimen. In such event, the collection site person will prepare and maintain a written report concerning the observation.
- Individuals who have tested positive, adulterated or substituted and their split sample was not available or testing. (Splits not collected, missing or destroyed in transit.)
- Individuals providing a specimen resulting in a creatine level between 2 and 5.

2. Laboratory Testing

All drug testing will be completed in a laboratory certified by the Department of Health and Human Services (DHHS). Provider has contracted with (Name, address and phone number of certified laboratory) to conduct all drug testing administered on its behalf under this policy. As of the revised date of this policy, the Federal Register has identified Quest Diagnostics as DHHS-certified.

An immunoassay test will be performed initially on the specimen. If any prohibited drug registers above the cutoff level on the immunoassay screen, an aliquot of the same urine specimen will be confirmed by using gas chromatography/mass spectrometry (GC,MS). All FTA and Provider mandated tests will undergo validity testing which is designed to deter and detect attempts to adulterate or substitute specimens. Which testing must conform with 49 CFR Part 40 as amended and effective January 18, 2001.

All FTA-mandated drug testing will be performed to detect for the presence of the following five (5) substances: Marijuana; Cocaine; Opiates; Phencyclidine; and Amphetamines. The following initial cutoff levels will be used when screening specimens to determine whether they are negative for the identified drugs:

Initial Test Analyte	Initial Test Cutoff Concentration	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites	50 ng/mL	(1) THCA	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoylcegonine	100 ng/mL
<b>Opiate metabolites</b>			
(2) Codeine/Morphine	2000 ng/mL	Codeine	2000 ng/mL
		Morphine	2000 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
<b>(3) Amphetamines</b>			
(4) AMP/MAMP	500 ng/mL	Amphetamine	250 ng/mL
		(5) Methamphetamine	250 ng/mL
(6) MDMA	500 ng/mL	MDMA	250 ng/mL
		(7) MDA	250 ng/mL
		(8) MDEA	250 ng/mL
1. Delta-9- tetrahydrocannabinol-9-carboxylic acid (THCA).			
2. Morphine is the target analyte for codeine/morphine testing.			
3. Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.			
4. Methamphetamine is the target analyte for amphetamine/methamphetamine testing.			
5. To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL			
6. Methylenedioxyamphetamine (MDMA).			
7. Methylenedioxyamphetamine (MDA).			
8. Methylenedioxyethylamphetamine (MDEA).			

All Provider-mandated testing will be performed to detect for the presence of, in addition to the foregoing five (5) substances, the following five (5) substances: Barbiturates; Benzodiazepine metabolites; Methadone; Methaqualone; and Propoxyphene.

The following initial cutoff levels will be used when screening specimens to determine whether they are negative for the identified drugs:

Drug	Cutoff Levels (ng/ml)
Barbiturates	300
Benzodiazepine metabolites	300
Methadone	300
Methaqualone	300
Propoxyphene	300

The following confirmatory cutoff levels will be used:

Drug	Cutoff Levels (ng/ml)
Barbiturates	200
Benzodiazepine metabolites	200
Methadone	200
Methaqualone	200
Propoxyphene	200

Long-term frozen storage (-20 deg. C or less) ensures that positive urine specimens will be available for any necessary retest during administrative or disciplinary proceedings. All confirmed positive specimens will be retained by the laboratory in their original labeled specimen bottles for a minimum of one year in properly secured long-term frozen storage.

Within this one year period, Provider or any other person designed by DOT regulation may request the laboratory to retain the specimen for an additional period of time. If no such request is received, the laboratory may discard the specimen after the end of one year, except the laboratory shall maintain any specimen known to be under legal challenge for an indefinite period.

3. Review by Medical Review Officer (MRO)

All drug testing laboratory results shall be reviewed by a qualified medical review officer ("MRO") designated by Provider to verify and validate the test results. As of the revised date of this policy, Provider has contracted with (Name of Medical review Officer) to serve as its MRO. (Office address and phone number)

The MRO will conduct an administrative review of the control and custody form to ensure its accuracy. The MRO will review and interpret an individual's confirmed positive test by: (1) reviewing the individual's medical history; (2) affording the individual an opportunity to discuss the test result; and (3) deciding whether there is a legitimate medical explanation for the result, including legally prescribed medication. In addition, to ensure fairness to employees, the MRO will review the test results when a laboratory indicates that an employee's specimen may have been adulterated or substituted. The foregoing applies to both FTA-mandated and Provider-mandated drug testing.

#### 4. Notification and Split Sampling

The MRO will notify each employee who has a verified positive test that the employee has seventy-two hours within which to request a test of the split specimen. If the employee requests an analysis of the split specimen, the MRO will direct the laboratory, in writing, to ship the split specimen to another DHHS laboratory for analysis. An employee may also request an analysis of the split specimen for any specimen deemed to have been adulterated or substituted.

If the analysis of the split specimen fails to confirm the presence of the drug(s), drug Metabolite(s), or evidence of adulteration or substitution, found in the primary specimen, or if the split specimen is unavailable or inadequate for testing, the MRO will cancel the test and report the cancellation and the reasons for it to the DOT, the employer, and the employee.

If the employee has not contacted the MRO within seventy-two (72) hours of being notified of a verified positive drug test or evidence of adulteration or substitution, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test or evidence of adulteration or substitution, or other unavoidable circumstances prevented the employee from contacting the MRO in time. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO, the MRO will direct that an analysis of the split sample be performed. If the MRO concludes that there is no legitimate explanation, the MRO is not required to direct the analysis of the split specimen.

If, after the MRO makes all reasonable efforts (and documents them), the MRO is unable to reach the individual directly, the MRO will contact a designated Provider representative who will direct the employee to contact the MRO as soon as possible. If, after making all reasonable efforts, the designated Provider representative is unable to contact the employee, Provider may place the employee on temporary unqualified status or medical leave.

The MRO will report each verified test result to the person designated by Provider to receive the results. Reporting of a verified positive result or taking action required as a result of a positive drug test will not be delayed pending the split sampling analysis. The MRO will maintain all necessary records and send test result reports to Provider's Drug and Alcohol Program Manager (or a designated representative).

The MRO will also report all negative drug tests which indicate the urine was diluted. It is Provider policy to ensure that the retesting of employees is consistent and therefore require the immediate retesting for all negative pre-employment reasonable suspicion, return to duty and follow-up testing where results have indicated a diluted urine sample. Such re-collections will not be collected under direct observation, unless there is another basis for use of direct observation.

#### B. Alcohol Testing

##### 1. Breath Testing Procedures

When ordered to do so by Provider, an employee shall submit to breath alcohol testing through the use of an evidential breath testing device ("EBT"). Upon arrival at the collection site, the employee's identity will be verified through the use of a photo identification card or through a representative designated by Provider. The testing procedures will be explained to the employee after which the employee and a breath alcohol technician ("BAT") designated by Provider will complete, date and sign the alcohol testing form.

The BAT will inform the employee of the need to conduct a screening test. The BAT and the employee will read the sequential test number displayed by the EBT. The BAT will open an individually sealed, disposable mouthpiece in view of the employee and attach it to the EBT. The BAT will instruct the employee to blow forcefully into the mouthpiece for at least six seconds or until an adequate amount of breath has been obtained. Following the screening test, the BAT will show the employee the result displayed on the EBT or the printed result. If the result of the screening test is an alcohol concentration of less than 0.02, no further testing is required and the test will be reported to Provider as a negative test. The employee may then return to his/her safety-sensitive position. If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test will be performed. The confirmation test will be conducted at least fifteen (15) minutes, but not more than thirty (30) minutes, after the completion of the initial test. This delay prevents any accumulation of alcohol in the mouth from leading to an artificially high reading. The employee will be instructed not to eat, drink, or put any object or substance in his/her mouth. The BAT will instruct the employee not to belch to the extent possible while awaiting the confirmation test. The BAT will inform the employee that the test will be conducted at the end of the waiting period, even if the employee has disregarded the instructions.

Before the confirmation test is administered, the BAT will conduct an air blank on the EBT. If the reading is greater than 0.00, the BAT will conduct one more air blank. If the second air blank is greater than 0.00, the EBT will not be used to conduct the test. The confirmation test will be conducted using the same procedure as the screening test. A new mouthpiece will be used.

If the initial and confirmatory test results are not identical, the confirmation test result will be deemed to be the final result. If the result displayed on the EBT is not the same as that on the printed form, the test will be cancelled and the EBT removed from service.

The BAT will sign and date the alcohol testing form. The employee will sign and date the certification statement, which includes a notice that the employee cannot perform safety-sensitive duties or operate a motor vehicle if the results are 0.02 or greater. The BAT will attach the alcohol test result printout directly on to the alcohol collection form with tamper proof tape (unless the results are printed directly on the form).

If a screening or confirmatory test cannot be completed, the BAT will, if practicable, begin a new alcohol testing form with a new sequential test number. Refusal by an employee to complete and sign the alcohol testing form, to provide breath, or otherwise to cooperate with the collection process will be noted on the form and the test will be terminated.

## 2. Notification

The BAT will transmit all non-negative results to a designated Provider representative immediately.

3. **Positive Test Results at Designated Threshold Levels**

The event of a test result of 0.02 or greater but less than 0.04, the employee shall be removed from duty for at least eight hours following the administration of the test. **Separate from any FTA requirements**, in no event will the employee be allowed to return to duty unless he/she passes a return to duty alcohol test showing an alcohol concentration of less than 0.02.

In the event of a federally mandated test result equal to or greater than 0.04, the employee shall be prohibited from performing any safety-sensitive duties until he/she has been evaluated by a substance abuse professional and has passed a return to duty test.

C. **Substance Abuse Professional (SAP) Evaluation**

Any individual who has a verified positive drug test result or a breath alcohol concentration of 0.04 or greater will be advised of the resources available to evaluate and resolve problems associated with drug abuse or alcohol misuse, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs. The employee also will be assessed by a substance abuse professional ("SAP") designated by Provider who will determine what assistance the employee needs in resolving problems associated with prohibited drug use or alcohol misuse.

As of the revised date of the policy, Provider has contracted with (name of Employee Assistance Program provider, address and contact number) As discussed in Section III,B. of this policy, the EAP is designed to assist Provider employees with personal problems, including problems associated with drug abuse or alcohol misuse.

The SAP will carry out the following responsibilities:

- Evaluate whether an employee who has refused to submit to a drug or alcohol test or who has a positive test result is in need of assistance in resolving problems associated with drug use or alcohol misuse.
- Evaluate whether any employee who previously tested positive and desires to return to work has properly followed the SAP's recommendations for treatment. Recommend whether a returning employee who previously tested positive for drug use also should be subject to return to duty and/or follow-up testing for alcohol misuse.
- Document all contacts with referred employees and present regular periodic reports to Provider's drug and alcohol program manager or his/her designee.
- Recommend whether a returning employee who previously tested positive for alcohol misuse also should be subject to return to duty and/or follow-up testing for drug use.

The foregoing applies to FTA-mandated testing only.

## VI. Enforcement of Policy Through Discipline

Separate from any FTA requirement Provider will under its own authority exercise the following discipline as a result of drug and or alcohol misuse.

### A. Pre-Employment

Any applicant who tests positive for drugs and/or alcohol will be disqualified from consideration for a safety-sensitive position with Provider.

### B. Reasonable Suspicion

Any employee who tests positive for drugs and/or alcohol pursuant to a reasonable suspicion test administered under this policy will be discharged.

### C. Post-Accident

Any employee involved in an accident who tests positive for drugs and/or alcohol pursuant to a test administered under this policy will be discharged.

### D. Random

Any employee who tests positive for drugs and/or alcohol pursuant to a random test administered under this policy will be discharged.

### E. Return to Duty

Any employee who tests positive for drugs and/or alcohol pursuant to a return to duty test administered under this policy will be discharged.

### F. Follow-Up

Any employee who tests positive for drugs and/or alcohol pursuant to a follow-up test administered under this policy will be discharged.

### G. Refusal to Take Test and/or Non-Compliance with Test Procedures

Any employee who refuses to submit to any drug or alcohol test administered under this policy, to complete and sign the requisite testing forms, or otherwise to cooperate with the testing process in a way that prevents the completion of the test will be discharged.

### H. Inability to Provide Adequate Amount of Urine Specimen or Breath

Any applicant or employee who is unable to provide an adequate amount or urine specimen for drug testing will be directed to drink up to forty (40) ounces of fluid, distributed reasonably through a period of up to three(3) hours, or until the employee has provided a new urine specimen, whichever occurs first.

In all cases involving an employee who cannot provide an adequate specimen within the three (3) hour period, a Provider designated MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the employee's inability to provide a specimen is genuine or constitutes a refusal to provide a specimen.

If the former, Provider will make whatever accommodation is reasonable in light of all circumstances relevant to the case. If the latter, the employee's failure to provide an adequate amount of urine will be discharged. In pre-employment testing involving an applicant who cannot provide an adequate specimen with the three (3) hour period, the applicant will be disqualified from consideration for employment with Provider (without resort to an MRO referral).

An employee who is unable to provide an adequate amount of breath for alcohol testing will be directed to obtain an evaluation from a licensed physician who is acceptable to Provider concerning the employee's medical ability to provide an adequate amount of breath. If the physician concludes that a medical condition has or could have precluded the employee from providing an adequate amount of breath, the employee's failure to do so will not be regarded as a refusal to take the test. If the physician is unable to make such a determination, the employee's failure to provide an adequate amount of breath will be regarded as a refusal to take the test and the employee will be discharged. An applicant who is unable to provide an adequate amount of breath for alcohol testing will be disqualified from consideration for employment with Provider (without referral to a physician).

I. Urine Specimen Alteration

In any case where it has been determined that an employee has altered or attempted to alter his/her urine specimen for a drug test administered under this policy, the employee will be discharged. In any case where it has been determined that an applicant has altered or attempted to alter his/her urine specimen for a drug test administered under this policy, the applicant will be disqualified from consideration for employment with Provider.

J. Unsatisfactory Employee Assistance Program Participation

An employee allowed entry into Provider's EAP who fails to participate in the recommended treatment program, fails to comply with the terms of his/her EAP plan, or refuses to take a drug and/or alcohol screen when ordered to do so will be discharged.

K. Conviction for a Violation of a Criminal Drug Statute

As a condition of employment with Provider, an employee must notify Provider in writing of his/her conviction for a violation of any criminal drug statute no later than five (5) calendar days after such conviction. Any employee convicted for such a violation occurring on Provider property will be discharged. In all other cases, discipline up to and including discharge will be issued based upon all circumstances relevant to the case.

L. Applicability of Policy to Provider Contractors

All Provider contractor employees who are engaged in the performance of safety-sensitive functions for Provider are subject to the provisions of this policy pertaining to *Deterrence (Section 111A)*, *Provisions for Drug and Alcohol Testing (Section IV)*, and *Methodology (Section V)*. Employees of third party contractors which operate transportation service for Provider contractors who are engaged in the performance of safety-sensitive functions also are subject to these provisions. Provider does not mandate the application of other provisions of this policy relating to *Treatment and Rehabilitation (the Employee Assistance Program, Section III)* and *Rehabilitation Policy Through Discipline (Section VI)* to contractor employees. These areas are left to the contractor's discretion. However, any contractor employee who violates Provider's policies on *Deterrence*, *Provisions for Drug And Alcohol Testing*, and *Methodology* will not be allowed to perform safety-sensitive functions in Provider-funded service.

Contractors are required to ensure compliance with the applicable provisions of Provider's policy and must provide timely data to Provider, as requested by Provider, in order that Provider may include such information in its mandated reports to DOT.

Provider will make every reasonable effort to assist contractors in compliance, which may include offering Provider-obtained services for testing, MRO and SAP reviews, and education and training, for the fee(s) charged to Provider.

## **Appendix A Terms and Definitions**

<b>Adulterated Specimen</b>	A specimen that has been altered, as evidenced 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.
<b>Air Blank</b>	A reading by an EBT of ambient air containing no alcohol.
<b>Alcohol</b>	The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol.
<b>Alcohol Concentration</b>	The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test.
<b>Alcohol Use</b>	The consumption of any beverage, mixture, or preparation including any medication, containing alcohol.
<b>Aliquot</b>	A portion of a specimen used for testing.
<b>Breath Alcohol Technician (BAT)</b>	An individual who instructs and assists individuals in the alcohol testing process and operates an EBT.
<b>Cancelled or Invalid Test</b>	In drug testing, a drug test that has been declared invalid by a Medical Review Officer. A cancelled test is neither a positive nor a negative test. A sample that has been rejected for testing by a laboratory is treated the same as a cancelled test. In alcohol testing, a test that is deemed to be invalid is neither a positive nor a negative test.
<b>Collection Container</b>	A container into which the employee urinates to provide the urine sample used for a drug test.
<b>Collection Site</b>	A place designated by Provider where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.
<b>Collection Site Person</b>	A person who instructs and assists individuals at a collection site and who receives and makes a screening examination of the urine specimen provided by those individuals.

**Confirmation (or  
Confirmatory) Test**

In drug testing, a second analytical procedure performed on a different aliquot of the original specimen to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test to ensure reliability and accuracy. (Gas chromatography/mass spectrometry [GC/MS] is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.) In alcohol testing, a second test, following a screening test with a result of 0.02 or greater that provides quantitative data of alcohol concentration.

**Contractor**

A person or organization that provides a service for Provider consistent with a specific understanding or arrangement. The understanding can be a written contract or an informal arrangement that reflects an ongoing relationship between the parties.

**Controlled Substance**

The substances defined and included in the Schedules of Article II of the Illinois Controlled Substances Act, 720 ILES 570/201 et seq.

**DHHS**

The U.S. Department of Health and Human Services or any designee of the Secretary of the Department of Health and Human Services.

**DOT**

The Department of Transportation or any designee of the Secretary of the Department of Transportation.

**Drug Metabolite**

The specific substance produced when the human body metabolizes a given prohibited drug as it passes through the body and is excreted in urine.

**Drug Test**

The laboratory analysis of a urine specimen collected in accordance with regulations promulgated by the DOT and analyzed in a DHHS-approved laboratory.

**Evidential Breath  
Testing Device (EBT)**

An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices (CPL).

**FTA**

Federal Transit Administration

<b>Initial Drug Test</b>	(Also known as a "Screening drug test"). The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.
<b>Initial Specimen Validity Test</b>	The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.
<b>Invalid Drug Test</b>	The result reported by an HHS-certified laboratory in accordance with the criteria established by HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.
<b>Laboratory.</b>	Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum 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.
<b>Limit of Detection (LOD)</b>	The lowest concentration at which a measurant can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.
<b>Limit of Quantitation</b>	For quantitative assays, the lowest concentration at which the identity and concentration of the measurant can be accurately established.
<b>Medical Review Officer (MRO)</b>	A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by Provider's 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 results together with his or her medical history and any other relevant biomedical information.
<b>Narcotic</b>	The substance defined and included in Section 102 of the Illinois Controlled Substances Act, 720 ILES 570/102.
<b>Negative Result</b>	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.

**Pass a Drug Test**

An individual passes a drug test when a Medical Review Officer determines, in accordance with procedures established by the DOT, that the results of the test:

- Showed no evidence or insufficient evidence of a prohibited drug or drug metabolite
- Showed evidence of a prohibited drug or drug metabolite for which there was a legitimate medical explanation
- Were scientifically insufficient to warrant further action

**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.

**Prescribed Drug**

Any controlled substance or narcotic prescribed by a qualified, licensed health provider.

**Positive Result.**

The result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations.

**Prohibited Drug**

Marijuana, Cocaine, Opiates, Amphetamines, or Phencyclidine

**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 is not corrected.

**Safety-Sensitive Position**

A duty, position, or job category that requires the performance of a safety-sensitive function(s).

**Split Specimen Collection.**

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

<b>Screening Test (or Initial Test)</b>	In drug testing, an immunoassay screen to eliminate "negative" urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.
<b>Shipping Container</b>	A container capable of being secured with a tamper-evident seal that is used to transfer one or more urine specimen bottle(s) and associated documentation from the collection site to the laboratory.
<b>Specimen Bottle</b>	The bottle that, after being labeled and sealed, is used to transmit a urine sample to the laboratory.
<b>Split Specimen</b>	An additional specimen collected with the original specimen to be tested in the event the original specimen tests positive.
<b>Substance Abuse Professional (SAP)</b>	A licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug- and alcohol-related disorders.
<b>Validity Testing</b>	Tests conducted by the laboratory designed to deter and detect attempts to adulterate or substitute specimens.
<b>Volunteer</b>	A permanent, temporary, or part-time worker who is not compensated for his/her services unless involved either in the operation of a vehicle designed to transport sixteen or more passengers, including the driver, or in the provision of a charitable service with the expectation of receiving a benefit. The term volunteer includes any van pool driver who pursuant to FTA regulations is not subject to drug or alcohol testing.

**Appendix B  
Safety-Sensitive Positions**

**(List titles of safety sensitive employees)**

# **Transit Safety and Security**

for

**PACE**

**September 2009**

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## EXECUTIVE SUMMARY

### I. INTRODUCTION

### II. CORE ELEMENT DESCRIPTIONS Driver Selection/Driver/Employee Training/ Vehicle Maintenance/ Drug and Alcohol Programs/ Security Program Plan.

## EXECUTIVE SUMMARY

While transit safety has historically been a concern to transit operators, the events of September 11, 2001 heightened concerns relative to security and emergency preparedness. Even though terrorism may be unlikely, it is important that transit agencies be able to respond to a variety of emergencies. Effective policies, procedures and training are in place to respond to fires, floods, tornadoes, blizzards, explosions, civil disobedience, and train/bus/plane accidents, as well as terrorism.

The Core Elements are summarized below.

- **Driver Selection:** Licensing, Driver Record (convictions, violations, employment history, qualifications), Physical Requirements
- **Driver/Employee Training:** Traffic Regulations, Defensive Driving and Accident Prevention, Type of Vehicle, Basic Maneuvers
- **Vehicle Maintenance:** Periodic Service Needs, Periodic Inspections, Interval-Related maintenance, Failure Maintenance
- **Drug and Alcohol Programs**
- **Security Program Plans** The following appendices are included as background and support information.

## CORE ELEMENT DESCRIPTIONS

The paragraphs below provides detail regarding each of the FTA Core Elements. The first four Core Elements are discussed in a relatively generic way, since these have been ongoing considerations for transit agencies over the years. The fifth core element, Security Program Plans, is outlined within the document itself, since this is a new emphasis area since September 11, 2001, more detail was provided in this area.

In general the language used to describe each Core Element below was taken directly from FTA's Draft Model Bus Safety Program published in July 2001.

## SECTION 1

### Driver Selection

Driver selection is process is highlighted in this document.

**Licensing** – The driver must be properly licensed and the license must be appropriate for the type of vehicle the driver is assigned. Licensing may also need to consider local jurisdiction requirements.

**Driving record** – The driver should have an acceptable past driving record over a reasonable period of time. The driving record should demonstrate an ability to follow traffic rules and regulations and thus avoid accidents.

**Physical requirements** - The driver must be physically able to perform the functions associated with the assignment. The driver must be able to pass D.O.T. physical.

## SECTION 2

### Driver/Employee Training

Once qualified candidates are identified and hired, initial and ongoing training is conducted. Proper qualification of operating and maintenance personnel is a vital part of a safe transit environment. Driver training addresses specific safety-related issues appropriate to the type of vehicle and driving assignment.

**Traffic regulations** – Training addresses state and local traffic rules and regulations, including traffic signs and signals.

**Defensive driving and accident prevention** – Training stresses defensive driving principles, collision prevention, and concepts of preventable accidents as a measure of defensive driving success.

**Type of vehicle in service** – Training focuses on the type of vehicle that will be used in service; significant differences can exist among different bus models and among different manufacturers, and equipment may have characteristics that are unique to the service environment.

**Basic driving maneuvers, including backing and stopping** – Training includes all core driving maneuvers for the type of vehicle in service, including the difficulties in backing maneuvers that can lead to accidents, stopping distance requirements, and equipment-specific functions such as door opening and closing procedures for passenger boarding and alighting.

**Other training** – This includes training on agency policies and procedures, including safety and security procedures, training for transportation of elderly and/or disabled riders, and other training as needed.

Pace maintains records of all driver training and certification, as well as the training materials and grading mechanism. Drivers are required to demonstrate skill and performance competency in the types of vehicle to which they will be assigned as a part of training requirements. Training transit operations personnel is not a onetime activity. Ongoing/recurring training is provided to reinforce policies and procedures as well as providing a mechanism to brief drivers on new policies, procedures, and/or regulations.

## SECTION 3

### Vehicle Maintenance

Maintenance is highlighted in this document.

Safety-related equipment is inspected during a pre-trip inspection to ensure that the vehicle is fit for service.

Pace has a formal plan to address the maintenance requirements of the vehicles and equipment. This can be found in document entitled “ Vehicle Facility and Equipment Maintenance Manual.”

- **Daily servicing needs** – This relates to fueling, checking and maintaining proper fluid levels (oil, water, etc), vehicle cleanliness, pre-trip inspections and maintenance of operational records and procedures.
- **Preventive Maintenance** – These activities are scheduled to provide maintenance personnel an opportunity to detect and repair damage or wear conditions before major repairs are necessary.
- **Failure maintenance** - Regardless of the preventative maintenance activities, in-service failures will occur. When a failure is encountered that makes the vehicle unable to continue operation, the vehicle is removed from service and returned to the garage for repair.

## SECTION 4

### Drug and Alcohol Abuse Programs

Pace complies with the F.T.A. Drug and Alcohol Testing Requirements. Pace’s specific policies and responsibilities are referred to in the document “Drug and Alcohol Policy and Testing Program.”

**PACE**

**System Security and Emergency  
Preparedness Plan (SSEPP)**



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# Section 1: Introduction

## 1.1 Background

The terrible tragedy of September 11, 2001 combined with the nation's continuing war on terrorism, has created a heightened threat environment for public transportation. In this new environment, the vulnerabilities of public agencies and the communities they serve to acts of terrorism and extreme violence have greatly increased. Threat assessments issued by the Federal Bureau of Investigation (FBI) have consistently placed public transportation at the top of the *critical infrastructure protection agenda*, along with airports, nuclear power plants, and major utility exchanges on the national power grid.

To establish the importance of security and emergency preparedness in all aspects of our organization, Pace has developed this System Security and Emergency Preparedness (SSEP) Program Plan. This SSEP Program Plan outlines the process to be used by Pace to make informed decisions that are appropriate for our operations, passengers, employees and communities regarding the development and implementation of a comprehensive security and emergency preparedness program.

As a result of this program, Pace hopes to achieve not only an effective physical security program, but also to enhance our coordination with the local public safety agencies in our service area. Improved communication will increase their awareness of our resources and capabilities, and improve our readiness to support their efforts to manage community-wide emergencies, including but not limited to terrorism.

In order to be effective, the activities documented in this SSEP Program Plan focus on establishing responsibilities for security and emergency preparedness, identifying our methodology for documenting and analyzing potential security and emergency preparedness issues, and developing the management system through which we can track monitor our progress in resolving these issues.

## 1.2 Authority

The authority for implementing the SSEP Program Plan resides with the Pace Deputy Executive Director of Revenue Services.

## 1.3 Purpose, Goals and Objectives of SSEP Program

This Program demonstrates our process for addressing *system security and emergency preparedness*:

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**System Security** – The application of operating, technical, and management techniques to reduce threats and vulnerabilities to the most practical level through the most effective use of available resources.

**Emergency Preparedness** – A uniform basis for operating policies and procedures for mobilizing transit agency and other public safety resources to assure rapid, controlled, and predictable responses to various types of transit and community emergencies.

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The SSEP Program will support Pace’s efforts to address and resolve critical incidents on our property and within our community.

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**Critical Incidents** – May include accidents, natural disasters, crimes, terrorism, hijacking, sabotage, civil unrest, hazardous materials spills and other events that require emergency response. Critical incidents require swift, decisive action from multiple organizations, often under stressful conditions. Critical incidents must be stabilized prior to the resumption of regular service or activities.

Critical incidents often result from emergencies and disasters, but can be caused by any number of circumstances or events. Successful resolution of critical incidents requires the cooperative efforts of both public transportation and community emergency planning and public safety agencies.

### 1.3.1 Purpose

The overall purpose of Pace’s SSEP Program is to optimize within the constraints of time, cost, and operational effectiveness, the level of protection afforded to Pace’s passengers, employees, volunteers and contractors, and any other individuals who come into contact with the system, both during normal operations and under emergency conditions.

### 1.3.2 Goals

The SSEP Program provides Pace with a security and emergency preparedness capability that will:

1. Ensure that security and emergency preparedness are addressed during all phases of system operation, including the hiring and training of agency personnel; the procurement and maintenance of agency equipment; the development of agency policies, rules, and procedures; and coordination with local public safety and community emergency planning agencies
2. Promote analysis tools and methodologies to encourage safe system operations through the identification, evaluation and resolution of threats and vulnerabilities, and the ongoing assessment of agency capabilities and readiness
3. Create a culture that supports employee safety and security and safe system operations (during normal and emergency conditions) through motivated compliance with agency rules and procedures and the appropriate use and operation of equipment

### **1.3.3 Objectives**

In this new environment, every threat cannot be identified and resolved, but Pace can take steps to be more aware, to better protect passengers, employees, facilities and equipment, and to stand ready to support community needs in response to a major event. To this end, our SSEP Program has five objectives:

1. Achieve a level of security performance and emergency readiness that meets or exceeds the operating experience of similarly-sized agencies around the nation
2. Increase and strengthen community involvement and participation in the safety and security of our system
3. Develop and implement a vulnerability assessment program, and based on the results of this program, establish a course of action for improving physical security measures and emergency response capabilities
4. Expand our training program for employees, volunteers and contractors to address security awareness and emergency management issues
5. Enhance our coordination with others regarding security and emergency preparedness issues

### **1.4 Scope**

Pace's SSEP Program Plan is applicable to all aspects of our current service, ensuring that our operations, training, coordination with local public safety agencies, and general security and emergency preparedness planning address concerns resulting from heightened threat levels. Key elements of the Scope of our SSEP Program Plan include:

1. An evaluation of our current capabilities to identify and prevent security incidents that may occur on our property
2. Development of a Vulnerability Assessment Program to identify our weaknesses and guide planning activities
3. Improved Physical Security
4. Review and expansion of our training program for security and emergency response
5. Enhanced emergency planning and procedures development
6. Improved coordination with the Public Safety Agencies in our service area
7. Improved coordination with others

# Section 2: Transit System Description

## 2.1 Organizational Structure

The Pace Suburban Bus is a Municipal Corporation that is governed by The Pace Suburban Bus Board of Directors, which consists of twelve members.

## 2.2 Operating Characteristics and Service

**2.2.1 Service Area** Dupage, Kane, Lake, McHenry, Will and suburban Cook counties.  
3,446 sq. miles

Population served: 8.4 million

Communities served: 210

Total ridership in 2008; 40.5 million

Average daily ridership; 130,000

### 2.2.2 Service Design

Pace, the suburban bus division of the Regional Transportation Authority provides fixed bus routes, Paratransit services, vanpools and special-event buses throughout Chicago's six-county region.

1. Fixed Route
2. Paratransit
3. Vanpool

## 2.3 Vehicles and Facilities

Operating Divisions	Fox Valley (North Aurora) Heritage (Joliet) North Shore (Evanston) South (Markham) West (Melrose Park)	River (Elgin) North (Waukegan) Northwest (Des Plaines) Southwest (Bridgeview)
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Other Facilities	Headquarters South Holland Acceptance Facility
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Park-N-Ride facilities	Schaumburg	Harvey
	Blue Island	Bolingbrook (2)
	Buffalo Grove	Burr Ridge
	Elk Grove Village	Hillside
	Homewood	South Holland
	Elgin Transportation Center	
	Aurora Transportation Center	
	Chicago Heights Terminal	
	Riverdale Bus Turnaround	
	Gurnee Mills Bus Turnaround	
	Homewood Bus Turnaround (@ Metra Station)	
	Lake - Cook Road Metra Bus Turnaround	
	North Riverside Transfer Center	
	Prairie Stone Transfer Center (@ Sears in Hoffman Estates)	

## 2.4 Measures of Service

Total Fixed Route Buses	700
Paratransit Buses	356
Vanpools	711

# Section 3: Roles and Responsibilities

## 3.1 Mission

Pace hopes to ensure that, if confronted with a security event or major emergency, Pace personnel will respond effectively, using good judgment, ensuring due diligence, and building on best practices, identified in drills, training, rules and procedures.

This level of proficiency requires the establishment of formal mechanisms to be used by all Pace personnel to identify security threats and vulnerabilities associated with Pace's operations, and to develop controls to eliminate or minimize them. The SSEP Program also requires Pace's process for:

1. Coordinating with local law enforcement and other public safety agencies to manage response to an incident that occurs on a transit vehicle or affects transit operations, and
2. Identifying a process for integrating Pace's resources and capabilities into the community response effort to support management of a major event affecting the community.

Pace management expects all employees, volunteers and contractors, especially those working directly with passengers, to support the SSEP Program.

## 3.2 Division of Responsibilities

### 3.2.1 All Personnel

Pace personnel must understand and adopt their specific roles and responsibilities, as identified in the SSEP Program, thereby increasing their own personal safety and the safety of their passengers, during normal operations and in emergency conditions.

To ensure the success of the SSEP Program, the following functions must be performed by Pace personnel:

1. Immediately reporting all suspicious activity, no matter how insignificant it may seem, to their immediate Supervisor or Pace Management
2. Immediately reporting all security incidents
3. Using proper judgment when managing disruptive passengers and potentially volatile situations
4. Participation in all security and emergency preparedness training, including drills and exercises
5. Becoming familiar with, and operating within, all security and emergency preparedness procedures for the assigned work activity

### 3.2.2 Deputy Executive Director Revenue Services

Under the authority of the Pace Executive Director, the Deputy Executive Director, Revenue Services has the overall authority to develop and execute the agency's SSEP Program. In addition, the Deputy Executive Director, Revenue Services is responsible for the following specific activities:

1. Ensuring that sufficient attention is devoted to the SSEP Program, including:
  - Development of standard operating procedures related to employee security duties
  - Development and enforcement of safety and security regulations;
  - Development of Contingency Plan for Recovery to maximize transit system response effectiveness and minimizing system interruptions during emergencies and security incidents;
  - Provision of proper training and equipment to employees to allow an effective response to security incidents and emergencies
2. Development of an effective notification and reporting system for security incidents and emergencies
3. Designating a Point of Contact (POC) to manage the SSEP Program
4. Communicating security and emergency preparedness as top priorities to all employees
5. Developing relations with outside organizations that contribute to the SEPP Program, including local public safety and emergency planning agencies

### **3.2.3 SSEP Program Point of Contact (POC)**

To ensure coordinated development and implementation of the SSEP Program, the Deputy Executive Director of Revenue Services has designated Department Manager Safety, Training and Security as the Security and Emergency Preparedness Point of Contact (POC) for development and implementation of the SSEP Program. The POC, who reports directly to the Deputy Executive Director of Revenue Services, has the authority to utilize available Pace resources to develop the SSEP Program and Plan, to monitor its implementation, and to ensure attainment of security and emergency preparedness goals and objectives.

The Department Manager Safety, Training and Security has the responsibility for overseeing the SEPP Program on a daily basis. The Department Manager Safety, Training and Security will also serve as Pace's primary contact with public agencies. To the extent that liaison is necessary with state and federal agencies, the Deputy Executive Director of Revenue Services will serve as the lead liaison for the agency. The Department Manager Safety, Training and Security will also be responsible for the security-related agenda items for Revenue Services Staff meetings.

In managing this Program, the POC will:

1. Be responsible for successfully administering the SSEP Program and establishing, monitoring, and reporting on the system's security and emergency preparedness objectives
2. Review current agency safety, security and emergency policies, procedures, and plans, and identify needed improvements
3. Develop and implement plans for addressing identified improvements
4. Coordinate with local public safety agencies, local community emergency planning agencies, and local human services agencies to address security and emergency preparedness; including participation in formal meetings and committees
5. Develop, publish, and enforce reasonable procedures pertinent to agency activities for security and emergency preparedness
6. Provide adequate driver training and continuing instruction for all employees (and volunteers and contractors) regarding security and emergency preparedness
7. Review new agency purchases to identify security-related impacts
8. Ensure performance of at least one emergency exercise annually

### **3.2.4 Revenue Service**

As a continuing responsibility of Revenue Services, there will be a permanent agenda oriented toward security and emergency preparedness matters, ranging from comments on the management of the SSEP Program Plan to liaison with public agencies and feedback from employees. It will also be an ongoing part of the security agenda to determine the level of compliance with agency policies, rules, regulations, standards, codes, and procedures, and to identify changes or new challenges as a result of incidents or other operating experience.

The Department Manager Safety, Training and Security will be responsible for managing the security agenda during the Revenue Service meetings.

Revenue Services provides the primary mechanism through which the agency:

1. Identifies security conditions and problems at the agency
2. Organizes incident investigations and develops and evaluates corrective actions to address findings
3. Obtains data on agency security performance
4. Develops strategies for addressing agency security problems
5. Coordinates the sharing of security responsibilities and information
6. Manages the integration of security initiatives and policies in agency operations
7. Evaluates the effectiveness of the security program
8. Ensures document reviews and configuration management
9. Manages the development and revising of agency policies, procedures, and rulebook
10. Coordinates interaction with external agencies

Revenue Services also ensures that all agency employees, volunteers and contractors:

1. Have a knowledge of the security program and emergency preparedness programs
2. Understand that emergency preparedness and security is a primary concern while on the job
3. Cooperate fully with the agency regarding any incident investigation
4. Raise security and emergency preparedness concerns

### **3.2.5 Supervisors**

Supervisors are responsible for communicating the transit agency's security policies to all employees, volunteers and contractors. For this reason, supervisors must have full knowledge of all security rules and policies. Supervisors must communicate those policies to Pace operations personnel in a manner that encourages them to incorporate SSEP practices into their everyday work. The specific responsibilities of supervisors include the following:

1. Having full knowledge of all standard and emergency operating procedures
2. Ensuring that drivers make security and emergency preparedness a primary concern when on the job
3. Cooperating fully with the SSEP Program regarding any incident investigations as well as listening and acting upon any security concerns raised by the drivers
4. Immediately reporting security concerns to their Manager.

In addition, when supporting response to an incident, supervisors are expected to:

1. Provide leadership and direction to employees during security incidents
2. Handle minor non-threatening rule violations
3. Defuse minor arguments
4. Determine when to call for assistance
5. Make decisions regarding the continuance of operations
6. Respond to fare disputes and service complaints
7. Respond to security-related calls with police officers when required, rendering assistance with crowd control, victim/witness information gathering, and general on-scene assistance
8. Complete necessary security related reports
9. Take photographs of damage and injuries
10. Coordinate with all outside agencies at incident scenes

### **3.2.6 Drivers**

In addition to the general responsibilities identified for all personnel, drivers (including volunteers and contractors) are responsible for exercising maximum care and good judgment in identifying and reporting suspicious activities, in managing security incidents, and in responding to emergencies. Each driver will:

1. Take charge of a security incident scene until the arrival of supervisory or emergency personnel
2. Collect fares in accordance with Pace policy (if applicable)
3. Attempt to handle minor non-threatening rule violations
4. Respond verbally to complaints
5. Attempt to defuse minor arguments
6. Determine when to call for assistance
7. Maintain control of the vehicle
8. Report all security incidents to Pace dispatch
9. Complete all necessary security-related reports
10. Support community emergency response activities as directed by Pace policies and procedures

### **3.2.7 Other Personnel**

Other personnel who support Pace also have responsibilities for the SSEP Program.

Dispatchers are expected to:

1. Receive calls for assistance
2. Dispatch supervisors and emergency response personnel
3. Coordinate with law enforcement and emergency medical service communications centers
4. Notify supervisory and management staff of serious incidents
5. Establish on-scene communication
6. Complete any required security-related reports
7. Provide direction to on-scene personnel

Maintenance personnel are expected to:

1. Report vandalism
2. Report threats and vulnerabilities of vehicle storage facilities
3. Provide priority response to safety and security critical items such as lighting
4. Maintain facility alarm systems

Communications is responsible for:

1. Designating a Public Information Officer (PIO) for media contact regarding security incidents and issues.

### **3.3 Existing SSEP Capabilities and Practices**

\*A summary of the existing proactive methods, procedures, and actions to prevent, deter, or minimize security incidents includes:

1. Emphasis on agency personnel awareness
2. Participation in available training
3. Review of other materials, as needed
4. Analysis of security incidents and suspicious activity to determine a proper course of action including:
  - Identifying potential and existing problem areas
  - Developing action plans
  - Implementing the plans
  - Measuring results
5. Review of local and transit agency emergency plans
6. Review of FTA documentation on system security and emergency preparedness

In addition Pace utilizes the following proactive actions and systems to prevent, deter or minimize security incidents:

1. Local police notification/participation in employee discharge and/or discipline process as needed
2. Evaluation of security/emergency response procedures
3. Presentations by local police and transit agency personnel to employees, the public or other groups interested in transit security matters
4. Development and distribution of crime prevention information on agency brochures for passengers and the public.
5. Intelligent Bus Systems (I.B.S.) Satellite tracking for existing equipment.
6. Camera equipped buses.

### **3.4 Training and Exercising**

The purpose of this task is to provide necessary and sufficient training and refresher courses for Pace personnel. New security methods and procedures are identified, defined and, as applicable, made an integral part of the daily activities of the entire operation.

Listed below are the elements exercised in performing this task: Identify requirements, methods and courses for system security training.

1. Obtain and/or develop courses and material necessary to train personnel in system security.
2. Present and maintain course material for:
  - Security overview
  - Identification and reporting of suspicious persons, activities and packages
  - Chemical, biological and radioactive agents
  - Improvised explosive devices
  - Pre-trip security inspection

- Emergency reporting procedures
  - Bus evacuation
  - Roles and responsibilities of employees at various levels
4. Evaluate effectiveness of materials and training.
  5. Establish requirements for additional security safety training based on ongoing vulnerability assessment, historical data and current events.

Safety and security training and material has been provided to operators and maintenance personnel at all divisions, contract and municipal carriers and is incorporated into basic training for new employees.

Safety managers, instructors, supervisors / dispatchers, materials management personnel and managers at various levels received additional training parallel to their responsibilities.

### **3.5 Coordination with Local Emergency Response Entities**

To support improved emergency and incident preparedness and response, Pace will participate in, at a minimum, one exercise or drill with local public safety organizations in order to:

Review current plans and policies

1. Identify current security and emergency considerations
2. Develop procedures (if necessary)
3. Establish and maintain ongoing communication
4. Coordinate service and response following the guidelines of the ICS (Incident Command System)

### **3.6 Coordination with Other Transit Agencies**

Transit agencies within our counties and neighboring communities that may need to be contacted in the event of a critical incident.

# Section 4: Threat/Vulnerability Process

## 4.1 Threat and Vulnerability Identification

The primary method used by Pace to identify the threats to the transit system and the vulnerabilities of the system is the collection of incident reports submitted by employees and information provided by law enforcement and contractors.

Information resources include the following:

1. Employees incident reports
2. Property Safety and Security Inspections
3. Bus maintenance reports
4. Passenger surveys
5. Passengers' letters and telephone calls
6. Statistical reports
7. Special requests
8. Labor Organizations

Revenue Services will review security information and determine if additional methods should be used to identify system threats and vulnerabilities.

Security testing and inspections may be conducted to assess the vulnerability of the transit system.

## **Appendix A Vehicle Safety Program Implications**

**Plans**

<b>VEHICLE SAFETY PROGRAM PLAN</b>		<b>COVERED POLICIES AND PROCEDURES</b>	<b>ADDITIONAL ISSUES IN SSEP PROGRAM</b>
<b>SECTION</b>	<b>TITLE</b>		
1	<b>MANAGEMENT COMMITMENT</b>	<ul style="list-style-type: none"> <li>&gt; Safety Policy Statement</li> </ul>	<ul style="list-style-type: none"> <li>&gt; MEMORANDUM AUTHORIZING SYSTEM SECURITY AND EMERGENCY PREPAREDNESS (SSEP) PROGRAM</li> </ul>
2	<b>COMPLIANCE RESPONSIBILITIES</b>	<ul style="list-style-type: none"> <li>Deputy Director Revenue Services Drivers, Mechanics and Others Operating Agency Vehicles (and volunteers)</li> <li>Safety Incentive Program(s)</li> </ul>	<ul style="list-style-type: none"> <li>&gt; EXPANDED TO ADDRESS SSEP PROGRAM</li> <li>&gt; CREATION OF SSEP PROGRAM POINT OF CONTACT (POC)</li> <li>&gt; NEW RESPONSIBILITIES FOR Revenue Services</li> <li>&gt; SSEP PROGRAM AGENDA FOR Revenue Services</li> </ul>
3	<b>DRIVERS – INITIAL HIRE</b>	<ul style="list-style-type: none"> <li>&gt; Qualifications</li> <li>&gt; Initial Training</li> </ul>	<ul style="list-style-type: none"> <li>&gt; COMMITMENT TO ADDRESS SSEP ISSUES IN HIRING</li> </ul>
	<b>QUALIFICATIONS</b>	<ul style="list-style-type: none"> <li>Application</li> <li>Interviews</li> <li>Physical Requirements</li> <li>Age</li> <li>Knowledge of English</li> <li>Driver Licensing</li> <li>Criminal Record Checks</li> <li>Ability to Perform Simple Math</li> </ul>	<ul style="list-style-type: none"> <li>&gt; EXPANSION OF NEW HIRE BACKGROUND CHECK</li> </ul>

VEHICLE SAFETY PROGRAM PLAN		COVERED POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SSEP PROGRAM
SECTION	TITLE		
	<b>INITIAL TRAINING</b>	Agency Policies and Procedures Federal and State Guidelines and Regulations Pre- and Post-Trip Inspections Vehicle Familiarization Basic Operations and Maneuvering > Special Driving Conditions Backing Bad Weather Boarding and Alighting Passengers Defensive Driving Course (DDC) Passenger Assistance Training -- Driver Training On Road Fares Disability & Sensitivity	> ADDITIONAL TRAINING TO ADDRESS SECURITY AWARENESS, REPORTING SUSPICIOUS ACTIVITY, REPORTS AND DOCUMENTATION, AND PRE- AND POST TRIP INSPECTIONS
4	<b>DRIVERS – ONGOING SUPERVISION AND TRAINING</b>	Training - Refresher/Retraining Evaluation and Supervision Motor Vehicle Record Checks Biannual Physical Examination > Safety Meetings > Seat-belt Usage > Discipline/Recognition > Preventable Accidents/Injuries	> REFRESHER TRAINING AND "TESTS" FOR KNOWLEDGE OF EMERGENCY PROCEDURES > ADDITIONAL RESPONSIBILITIES FOR SUPERVISION
5	<b>EMERGENCY DRIVING PROCEDURES</b>	> Emergency Driving Procedures > Accident Causes <ul style="list-style-type: none"> <li>o Slippery road surfaces</li> <li>o Driving at night</li> </ul>	> EXPANSION OF EMERGENCY PROCEDURES TO INCLUDE ADDITIONAL SECURITY AND EMERGENCY CONDITIONS > EXPANSION OF EMERGENCY PROCEDURES

VEHICLE SAFETY PROGRAM PLAN		COVERED POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SSEP PROGRAM
SECTION	TITLE		
		<ul style="list-style-type: none"> <li>o Driving through water</li> <li>o Winter driving</li> <li>o Driving in very hot weather</li> </ul> Vehicle Breakdowns and Unavoidable Stops Vehicle Fire/Evacuation Hold Up/Robbery Natural Disasters <ul style="list-style-type: none"> <li>o Tornado</li> <li>o Flood procedures - vehicle</li> </ul> General Guidelines Mobility Device Securement and Passenger Restraint Systems > Difficult Passengers Medical Condition	> EMERGENCY TRAINING
6	PASSENGER SAFETY	> EXPANSION OF PROCEDURES FOR MANAGING DIFFICULT PASSENGERS	
7	VEHICLES & EQUIPMENT	Vehicles & Equipment Preventive Maintenance Program > Preventive Maintenance Needs Master Vehicle Service and Repair Record	> EXPANSION OF VEHICLE SECURITY PROCEDURES > EXPANSION OF MAINTENANCE PROCEDURES FOR IDENTIFYING AND REPORTING VANDALISM, SUSPICIOUS SUBSTANCES, OR VEHICLE TAMPERING

VEHICLE SAFETY PROGRAM PLAN		COVERED POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SSEP PROGRAM
SECTION	TITLE		
		<p>Maintenance History  Preventive Maintenance Intervals</p> <ul style="list-style-type: none"> <li>o A Level Inspection</li> <li>o B Level Inspection</li> <li>o C Level Inspection</li> </ul> <p>Pre- &amp; Post-Trip Inspections  Emergency Equipment on Vehicles and Usage  Vehicle Procurement</p> <ul style="list-style-type: none"> <li>o Exterior</li> <li>o Visibility</li> <li>o Interior</li> </ul> <p>Vehicle Security  Vehicle Safety In and Around the Shop or Yard</p>	<p>&gt; EXPANSION OF VEHICLE PROCUREMENT PROCEDURES TO ADDRESS SECURITY TECHNOLOGY</p>
8	ACCIDENT MANAGEMENT	<p>Accident Documentaiton Packet  Accident Notification Procedures – driver responsibility  Accident Investigation – management responsibility  &gt; Accident Investigation Kit  Drug and Alcohol Tests  Media Relations and Crisis  Communication After an Accident</p>	<p>&gt; ADDITIONAL TOOLS FOR ACCIDENT DOCUMENT PACKET TO ADDRESS SECURITY</p> <p>&gt; ADDITIONAL TOOLS FOR MEDIA RELATIONS</p>
9	INSURANCE	<p>&gt; Dealing with Adjusters</p>	<p>&gt; ADDITIONAL CONSIDERATIONS FOR</p>

VEHICLE SAFETY PROGRAM PLAN		COVERED POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SSEP PROGRAM
SECTION	TITLE		
	CLAIMS AND LITIGATION MANAGEMENT	<ul style="list-style-type: none"> <li>&gt; Dealing with Attorneys – ours/theirs</li> </ul>	COVERAGE
	DAY TO DAY OPERATIONS – MONITORING FOR SAFETY	<ul style="list-style-type: none"> <li>&gt; Record Keeping</li> <li>&gt; Keeping Informed               <ul style="list-style-type: none"> <li>o Websites</li> <li>o Publications</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>&gt; ADDITIONAL REPORTS FOR SECURITY RELATED INCIDENTS</li> </ul>

## Appendix B

<b>SECURITY BASELINE PLANNING WORKSHEET</b>	Yes	No	Notes
Has Executive Management accepted responsibility for the management of security vulnerabilities during the design, engineering, construction, testing, start-up and operation of the transit system?	X		
Has Executive Management endorsed a policy to ensure that security vulnerabilities are identified, communicated, and resolved (or accepted) through a process that promotes accountability for decision-making?	X		
Does Pace have clear and unambiguous lines of authority and responsibility for ensuring that security is addressed at all organizational levels within the operation (including contractors)?	X		
Does Pace have access to personnel with security management experience, knowledge, skills, and abilities?	X		
Does Pace ensure that resources are effectively allocated to address security considerations?	X		
Is the protection of passengers, employees, contractors, emergency responders and the general public a priority whenever activities are planned and performed at Pace ?	X		
Wherever possible, does Pace guide design, engineering, and procurement activity with an agreed-upon set of security standards and requirements (including design criteria manuals, vehicle specifications, and contracting guidelines)?	X		
Does Pace routinely evaluate its capabilities to provide adequate assurance that the public, and employees are protected from adverse consequences?	X		
Has Pace committed to developing security mitigation measures to prevent and manage security vulnerabilities?	X		
Has Pace appropriately documented its security measures in plans, procedures, training, and in project requirements, specifications and contracts?	X		
Does Pace have a formal System Security Program, documented in a System Security Program Plan (Security Plan)?	X		
If "yes," is the Security Plan current, reflecting current security operations and system configuration?	X		
If "no," does Pace have plans in place to develop a Security Plan?			
If "no," prepare a brief list of all activities performed at your agency that address security concerns (for example, include facility access control; procedures for handling difficult people; workplace violence program; bomb threat management plan; procedures for identifying and reporting suspicious activity; facility and vehicle evacuation and search procedures; coordination with local law enforcement, etc.)			ATTACH LIST

<b>GENERAL EMERGENCY RESPONSE CAPABILITIES</b>	Yes	No	Notes
Does Pace have an Emergency Plan?	X		
Does Pace have Emergency Operating Procedures?	X		
Does Pace have an Incident Response Plan for Terrorism, as an appendix to the Emergency Plan or as a separate plan?	X		
Does Pace coordinate with local public safety organizations on the development, implementation and review of the Emergency Plan and procedures?	X		
Does your Emergency Plan specify use of the Incident Command System?	X		
Have your employees been trained in the Emergency Plan and Procedures?	X		
Does Pace conduct routine drills, table-tops and refresher training?	X		
Does Pace coordinate its drilling and training for emergency response with local public safety organizations?	X		
Does Pace conduct briefings of after-action reports to assess performance during the drill or exercise and identify areas in need of improvement?	X		
Have members of Pace participated in Domestic Preparedness Training Programs sponsored by the Federal government (FEMA, FBI, DOD, etc.)?	X		
<b>PREVIOUS EXPERIENCE</b>			
Has Pace experienced an emergency in the last 12 months? If yes were you satisfied with the response		X	
Has Pace received a bomb threat in the last 12 months?		X	
Has Pace evacuated its facilities in the last 12 months as the result of a bomb threat?		X	
Has Pace conducted a physical search of a facility in response to a bomb threat?		X	

## Points of Emphasis

1. **Awareness** - Train all security and maintenance personnel to spot suspicious-looking or unfamiliar people or objects.
2. **Communication** - Teach employees and/or tenants the importance of awareness; encourage them to identify and report anything that appears out-of-the-ordinary.
3. **Screening** - Develop and implement systems for identifying and controlling visitor access to the building.
4. **Inspection** - Establish strict procedures for the control and inspection of packages and materials delivered to the building, particularly those intended for critical areas.
5. **Procedures** - Instruct all personnel, particularly telephone switchboard or reception personnel, on what to do if a bomb threat is received.
6. **Surveillance** - Instruct security and maintenance personnel to routinely check unattended public or open areas, such as rest rooms, stairways, parking garages and elevators.
7. **Lighting** - Make sure that all of the facility's access points are well-lit.
8. **Systems Awareness** - Unexpected interruptions in the building's fire or security systems may not be coincidental; train personnel to identify and address them immediately.
9. **Local Authorities** - Contact local government agencies to determine their procedures for dealing with bomb threats, search, removal and disposal.
10. **Contingency** - Assure adequate protection and off-site backup for classified documents, proprietary information, critical records and activities essential to the operation of your business.

## **Appendix C**

### **Emergency Response Planning, Coordination, and Training Considerations**

1. Emergency Response planning, coordination, and training is formalized and documented, and identifies responsibilities of employees by function
2. Service continuation, restoration / recovery plan developed
3. Emergency drills and table-top exercises scheduled on a regular basis
4. Coordination and training with outside agencies, including:
  - a.. Fire / rescue units; Hospitals; Police; Hazardous materials / Environmental agencies / Regional Office of Emergency Management
5. Media relations / information control procedures and policies established (internal and external to agency)
6. Documentation of drills maintained; drill critiques held; recommendations recorded with follow-up
7. Emergency procedures reviewed by Management on a regular basis and updated as needed
8. Procedure revisions and updates incorporated into evacuation procedures; SOPs developed for signature(s) and distribution
9. Regular assessments of employee proficiency conducted
10. Emergency contacts list developed / current / and responsibility for call-outs identified
11. Emergency evacuation routing for transit vehicles developed
12. Employees issued quick reference guidelines for emergency situations
13. Support systems developed to provide post-incident support to customers and employees
14. Regular functional testing / inspection of emergency support equipment and systems
15. Pre-determination of factors that would require partial or full service shut-down
16. Contingency plans for loss of electrical power and radio or phone communication.

### **System Security Considerations**

1. Security Plan established, which addresses all operations modes and contracted services
2. System security responsibilities and duties established
3. Personal safety awareness/education programs for passengers and employees and community outreach
4. Security equipment regularly inspected, maintained and functionally tested; including personal equipment issued to security personnel
5. Contingency **SOPs** developed; drills and table-top exercises conducted for extraordinary circumstances:
  - a. Terrorism (including chemical/ biological agents/ weapons of mass destruction); Riot / Domestic unrest; Catastrophic natural events; and System-wide communications failure
6. Planning, coordination, training and mutual aid agreements with external agencies (state, local police, FBI and other federal agencies)
7. Security **SOPs** reviewed on a regular basis and updates made as needed to Security Plan
8. Security equipment installed, inspected, and maintained to monitor trespass activities
9. Data collection established for all security issues / incidents; analysis performed and recommendations made; document control established, including follow-up

10. Security risk/vulnerability assessments conducted, documented and reviewed
11. Contingency plans for loss of electrical power and radio or phone communications
12. Procedures for critical incident command, control, and service continuation/ restoration
13. Security training provided to all staff levels (from front-line "eyes and ears" concept to professional level security training)
14. Background checks on employees and contractors (where applicable)
15. Regular assessments of employee security proficiencies conducted
16. Employees issued quick reference guidelines for security situations
17. Emergency contacts list developed / current / and responsibilities for call-outs identified
18. Visitor, deliveries and contractor facility access procedures developed / visible identification required
19. Concepts of crime prevention through environmental design (CPTED) applied in reviews of facilities and in new design and modifications
20. Security checklists developed and regularly used for verifying status of physical infrastructure and security procedures
21. Agency employees identifiable by visible identification and/or uniform
22. Policy and procedures in place for facilities key control

## Appendix D

## Questions to Ask the Caller Bomb Threat Checklist and Procedures

### Bomb Threat Checklist

Exact time and date of call: \_\_\_\_\_

Exact words of caller: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### Voice

- Loud
- High Pitched
- Raspy
- Intoxicated
- Soft
- Deep
- Pleasant
- Other

#### Accent

- Local
- Foreign
- Race
- Not Local
- Region
- Other

#### Manner

- Calm
- Rational
- Coherent
- Deliberate
- Righteous
- Angry
- Irrational
- Incoherent
- Emotional
- Laughing
- Other

#### Background Noise

- Factory Machines
- Bedlam
- Music
- Office Machines
- Mixed
- Street Traffic
- Trains
- Animals
- Quiet
- Voices
- Airplanes
- Party Atmosphere
- Other

#### Language

- Excellent
- Fair
- Foul
- Good
- Poor
- Other

#### Speech

- Fast
- Distinct
- Fast
- Stutter
- Slurred
- Slow
- Distorted
- Nasal
- Lisp
- Other

#### Familiarity with Threatened Facility

- Much
- Some
- None

### **Questions to Ask the Caller**

When is the bomb going to explode?

Where is the bomb?

What does it look like?

What kind of bomb is it?

What will cause it to explode?

Did you place the bomb?

Why did you place the bomb?

Where are you calling from?

What is your address?

What is your name?

### **Observations**

If the voice is familiar, whom did it sound

like? Were there any background noises?

Telephone number call received at:

Person receiving call:

Any additional remarks:

## **Bomb Threat Procedures**

In recent years the use and threatened use of explosives in our society has increased at an alarming rate. Organizations must prepare a plan of action to respond effectively. This brief provides guidelines that will assist transit agencies in developing a procedure specific to their particular environment.

### **Steps to Be Considered**

When faced with a bomb threat, the primary concern must always be the safety of passengers, employees, and emergency responders. Many transit agencies already have a disaster or emergency procedure for responding to smoke, fire, or medical emergencies in stations, administrative facilities, and shops/yards. Several aspects of these procedures remain viable in a bomb threat procedure.

However, new problems must be addressed when a bomb threat is received. For example, in the instance of a fire, effort is directed at evacuating the occupants in a quick and orderly manner. In the case of a bomb threat, if evacuation is initiated, the exit routes and assembly areas should be searched prior to vacating the premises. The potential hazard remains when a building is evacuated before a search has been made. Personnel cannot safely re-occupy the building and resume normal activities until a search has been conducted. Such problems require a procedure with 7 logical steps:

- Step 1: Threat Reception
- Step 2: Threat Evaluation
- Step 3: Search Procedure
- Step 4: Locating Unidentified Suspicious Objects
- Step 5: Evacuation Procedure
- Step 6: Re-occupation of Building
- Step 7: Training of Essential Personnel

Each of these steps is discussed below:

#### **Step 1: Threat Reception**

Threats are transmitted in several ways:

Telephone Threats (threat to detonate explosive is phoned into system)

- Caller is the person who placed the device
- Caller has knowledge of who placed the device
- Caller wants to disrupt system operation

Written Threats (threat to detonate explosive is written into system)

- May be more serious than phoned-in threats
- Written threats are generally more difficult to trace than phoned-in threats

Letter and Package Threats (suspicious package or letter is delivered to agency)

- These threats serve a variety of purposes, but, generally, they are directed at specific system personnel rather than at the system as a whole.
- The personal motivations of the criminal may be more important in these types of threats

Bomb threats are normally transmitted by phone. The person receiving the call should be prepared to obtain precise information, including:

- The time the call was received and on which telephone number or extension
- The exact words of the person making the threat should be recorded
- Indicate whether it was a male or female voice and an approximate age
- Note any accent or speech impediment or slurring of speech which could indicate intoxication or an unbalanced condition
- Listen for the presence of any background noises such as traffic, music, or other voices
- Decide if the voice is familiar
- The person receiving the threatening call should be prepared to ask the caller certain questions if the information has not been volunteered:  
Where is the bomb? -When is it going to explode?  
What does it look like? -What kind of bomb is it?  
Why did you place the bomb? -What is your name?

The caller may provide specific information by answering these questions. Often the type of person making a threat of this nature becomes so involved that they will answer questions impulsively. Any additional information obtained will be helpful to police and explosive technicians. To assist the person receiving the call, it is suggested a printed form be readily available. A sample is provided in Appendix D. Typically, this checklist is kept readily available to the transit dispatcher or administrative personnel most likely to receive such a threat.

Written and Letter/Package Threats should be treated as “suspicious objects” (see Step 4).

## **Step 2: Threat Evaluation**

Two basic descriptions of threats can be identified:

- Non-specific threat: This is the most common type of threat, usually with little information given other than, "There is a bomb in your building."
- Specific threat: This threat is given in more detail. Reference is often made to the exact location of the device, or the time it will detonate.

Specific threats should be considered more serious in nature, requiring a more concerted effort in the response. The non-specific threat, however, cannot be ignored. A policy must be developed to respond effectively to both threat levels.

Certain actions should be taken regardless of the threat category:

- Notify law enforcement (whether internal transit police and/or security or local law enforcement)
- Notify management personnel
- Initiate the search procedure
- Search before evacuation of personnel (employee search)
- Search after evacuation of personnel (volunteer search)

Notification to internal and/or external law enforcement, security and management personnel should be prompt, and include as much detail as possible. The person who received the threatening call should be available immediately for interviewing. Copies of the completed threat checklist should be readily available to all who may need it.

The appropriate search procedure should be initiated. Searches in the transit environment – as in many other environments – have two major constraints:

- Radio communication cannot be used (it may detonate the device)
- The environment is specialized, therefore, it cannot be searched effectively by outsiders

To address these concerns, personnel who work in a particular area, or who are responsible for an area, should be used. Not only will these personnel provide a much more thorough search than outside responders, but they are knowledgeable concerning station or facility emergency communication systems, and can access “land line” telephones to manage communications more effectively during the search. A system that utilizes the employees – after evacuations have been ordered -- should always and only use volunteers.

The following criteria help determine what immediate action to take:

Factors favoring a search before the movement of personnel (occupant search):

- There is a high incidence of hoax telephone threats
- Effective security arrangements have been established
- Information in the warning is imprecise or incorrect
- The caller sounded intoxicated, amused, or very young
- The prevailing threat of terrorist activity is low

Factors favoring movement of personnel before searching (volunteer search):

- The area is comparatively open
- Information in the warning is precise as to the matters of location, a description of the device, the timing, and the motive for the attack• A prevailing threat of terrorist activity is high

### **Step 3: Search Procedure**

Pre-planning and coordination of employees are essential in implementing an effective search of transit premises, particularly for large stations and facilities. A central control mechanism is necessary to ensure

a thorough and complete response. A printed station and/or facility schematic should be identified for each major transit facility. Wherever possible, stations should be divided into zones or sections (prior to the actual conduct of the search), and volunteer personnel – familiar with the zone or section – identified to support the search, by shift or position. Back-ups and supporting volunteers should also be identified for each zone or segment. A compendium of station/facility schematics should be available to those responsible for managing bomb threats and searches. Not only will these schematics support identification and assembly of the volunteer search team, but also, as the search is conducted, each area can be “crossed off” the plan as it is searched.

Areas that are accessible to the public require special attention during a search, and may be vitally important if an evacuation is to be conducted. The level of the search should be commiserate with the perceived threat level:

- An occupant search is used when the threat's credibility is low. Occupants search their own areas. The search is completed quickly because occupants know their area and are most likely to notice anything unusual.
- The volunteer team search is used when the threat's credibility is high. The search is very thorough and places the minimum number of personnel at **risk**. Evacuate the area completely, and ensure that it remains evacuated until the search is complete. Search teams will make a slow, thorough, systematic search of the area.

During the search procedure the question often arises, "What am I looking for?" The basic rule is: Look for something that does not belong, or is out of the ordinary, or out of place. Conduct the search quickly, yet thoroughly, keeping the search time to a maximum of 15 to 20 minutes. Both the interior and exterior of the station or facility should be searched.

Historically, the following areas have been used to conceal explosive or hoax devices in the transit environment:

Outside Station Areas	Inside Stations
<ul style="list-style-type: none"> <li>• Trash cans</li> <li>• Dumpsters</li> <li>• Mailboxes</li> <li>• Bushes</li> <li>• Street drainage systems</li> <li>• Storage areas</li> <li>• Parked cars</li> <li>• Shrubbery</li> <li>• Newspaper stands</li> </ul>	<ul style="list-style-type: none"> <li>• Ceilings with removable panels</li> <li>• Overhead nooks</li> <li>• Areas behind artwork, sculptures and benches</li> <li>• Recently repaired/patched segments of walls, floors, or ceilings</li> <li>• Elevator shafts</li> <li>• Restrooms</li> <li>• Behind access doors</li> <li>• Crawl spaces</li> <li>• Behind electrical fixtures</li> <li>• Storage areas and utility rooms</li> <li>• Trash receptacles</li> <li>• Mail rooms</li> <li>• Fire hose racks</li> </ul>

Depending on the nature of the threat, searches may expand to include transit vehicles. In extremely rare instances, dispatchers have instructed operators on certain bus routes or rail lines to immediately bring their vehicles to a safe location, deboard passengers, and walk-through the vehicle – looking for unidentified packages. In other instances, evacuated vehicles have been met by law enforcement officers, who actually conduct the search, including the vehicle undercarriage and rooftop areas.

#### **Step 4: Locating an Unidentified Suspicious Package**

If an unidentified or suspicious object is found, all personnel should be instructed (1) not to move it and (2) to report it to central dispatch or the search team leader immediately. The following information is essential:

- Location of the object
- Reason(s) suspected
- Description of the object
- Any other useful information – how difficult to secure area, evacuate, nearest emergency exits, etc.

Based on this information, decisions will be made regarding the following:

- Removal of persons at risk
- Establishment of perimeter control of the area to ensure that no one approaches or attempts to move the object

- Activities to establish ownership of the object. (In the event that legitimate property has been left behind in error prior to the bomb threat being received.)
- Assignment of someone familiar with the building and the area where the object is located to meet the Explosives Disposal Unit personnel on their arrival (in the event that they have been called)
- Continue implementation of search procedure until all areas have reported to the central control, as there may be more than one unidentified object

While volunteers and public safety personnel are conducting the search, and particularly while they are managing response to a suspicious package, they should keep in mind the following information:

- Improved Explosive Devices (IEDs) and other types of bombs inflict casualties in a variety of ways, including the following:
  - Blast over pressure (a crushing action on vital components of the body; eardrums are the most vulnerable)
  - Falling structural material
  - Flying debris (especially glass)
  - Asphyxiation (lack of oxygen)
  - Sudden body translation against rigid barriers or objects (being picked up and thrown by a pressure wave)
  - Bomb fragments
  - Burns from incendiary devices or fires resulting from blast damage -Inhalation of toxic fumes resulting from fires
- The following are four general rules to follow to avoid injury from an IED:
  - Move as far from a suspicious object as possible without being in further danger from other hazards such as traffic or secondary sources of explosion
  - Stay out of the object's line-of-sight, thereby reducing the hazard of injury because of direct fragmentation
  - Keep away from glass windows or other materials that could become flying debris
  - Remain alert for additional or secondary explosive devices in the immediate area, especially if the existence of a bomb-threat evacuation assembly area has been highly publicized
- Historically, perpetrators of bombings in the transit environment (in foreign countries such as Israel, France, India, and England) have used two tactics that intensify the magnitude of casualties inflicted by detonation of an explosive device:

- Perpetrators have detonated a small device to bring public safety personnel to the site; a larger, more deadly device has detonated some time after the first device, thereby inflicting a large number of casualties on the first responder community.
- Perpetrators have used a real or simulated device to force the evacuation of a facility only to detonate a much more substantial device in identified bomb-threat evacuation assembly areas. These attacks are especially harmful because the evacuation assembly areas often concentrate transit personnel and passengers more densely than would otherwise be the case.

### **Step 5: Evacuation Procedure**

If an unidentified object is found, a quiet and systematic evacuation from the area should be conducted. Prior to evacuation, all areas used in the evacuation route must be searched: stairwells, corridors, elevators, and doorways. When these areas have been checked, volunteer personnel should be assigned to direct other personnel along the searched exit routes.

As a general guideline, evacuation should be to a minimum distance of 300 feet in all directions from the suspicious package, including the area above and below the site, giving regard to the type of building construction (thin walls, glass) and the size of the suspicious package. Elevators should not be used to evacuate people under normal circumstances. A power failure could leave them trapped in a hazardous area. Attention should be paid to the need for special transportation requirements of persons with disabilities.

The essential task in evacuation procedures is to direct people to quietly leave the premises, using tact and power of suggestion, in an effort to maintain control and avoid panic. Once a complete or partial evacuation has taken place, there must be some form of accounting for all personnel. This may be a difficult task, but a necessary one to ensure the safety of all personnel.

Assembly areas should be pre-selected and well-known to personnel. Establish a clearly defined procedure for controlling, marshalling, and checking personnel within the assembly area. If possible, for major transit stations, assembly areas should be coordinated with local police in advance. Assembly areas are selected using the following criteria:

- Locate assembly areas at least 300 feet from the likely target or building (if possible).
- Locate assembly areas in areas where there is little chance of an IED being hidden. Open spaces are best. Avoid parking areas because IEDs can be easily hidden in vehicles.
- Select alternate assembly areas to reduce the likelihood of ambush with a second device or small-arms fire. If possible, search the assembly area before personnel occupy the space.
- Avoid locating assembly areas near expanses of plate glass or windows. Blast effects can cause windows to be sucked outward rather than blown inward.

- Select multiple assembly areas (if possible) to reduce the concentration of key personnel. Drill and exercise personnel to go to different assembly areas to avoid developing an evacuation and emergency pattern that can be used by perpetrators to attack identifiable key personnel.

### **Step 6: Re-Occupation of Station/Facility**

Re-occupation of the building is a decision that must be made by an appropriate transit agency or law enforcement official. If the evacuation was made without a search, the premises should be searched before re-occupation.

### **Step 7: Training**

Any effective threat procedure must be accompanied with an adequate training program. Training the essential personnel should encompass both the preventative and operational aspects of the procedure. Prevention can be accomplished through employee awareness, developing good housekeeping habits, and being on the alert for suspicious items and persons.

Operational training may include lectures by transit police and security instructional staff or guest speakers, in-service training classes, and practical training exercises. Evacuation and search drills should be performed periodically under the supervision of transit police or local law enforcement. Coordination with local law enforcement is particularly important for those small agencies with no internal security.

### **Conclusion**

Considering recent events, it is advisable to consider all threats serious. A well-prepared and rehearsed plan will ensure an effective, quick search with minimal disruption of normal operation. Panic and possible tragedy can be avoided. Appropriate security, heightened employee and passenger awareness, and good housekeeping controls will identify many potential problems.

## **Appendix E Emergency Telephone Directory**

## Appendix F Grant Info

## Appendix G Reporting Criminal Activity

### (Dispatch Form)

If you observe a crime in progress or behavior that you suspect is criminal, immediately notify [dispatch or local police]. Report as much information as possible including:

Activity: What is happening? (In plain language and with as few assumptions as possible)

Description of Involved People: For each involved person, provide:

- Height
- Weight
- Gender
- Clothing
- Weapons
- Distinguishing characteristics

Location: Describe exactly where the criminal activity is occurring. If the activity is “moving,” describe the direction of travel.

Vehicle: If a vehicle is involved, please provide the following:

- Color
- Year
- Make
- Model
- License

**DO NOT APPROACH OR ATTEMPT TO APPREHEND THE PERSON(S) INVOLVED.**

Stay on the telephone with the police dispatcher and provide additional information as changes in the situation occur, until the first police officer arrives at your location.

## Appendix H Emergency Action Plan **Contingency Plan for Recovery**

### **Definitions:**

1. *Incident Command System (ICS)* – A standard organizational system for the management of emergencies. The purpose of the ICS is to bring people, communications, and information together to manage emergency situations. ICS provides common terminology and procedures to ensure effective coordination among a variety of agencies.
2. *Incident Commander* – The person that is responsible for the overall direction and control of a disaster or other emergency.
3. *Inner Perimeter* – The immediate areas of a disaster site or police emergency.
4. *Outer Perimeter* – The demarcation of the area subject to controlled access. Areas outside the Outer Perimeter are deemed safe and open to the public. The areas, inside the Outer perimeter is deemed unstable or dangerous.
5. *Operating Commander* – The person in charge of any operation unit handling an emergency. The operations commanders include the police supervisor, fire supervisor, medical director or public service coordinator. These individuals are under the direction of the Incident Commander.
6. *Safety Officer* – The officer assigned responsibility for assessing hazardous or unsafe situations and developing measures for assuring personnel safety. Although the safety officer may exercise emergency authority to take immediate action to address a critical safety issues, he/she normally works through the Incident of Operations Commanders.
7. *Staging Area* – Location away from the site for congregation of equipment and personnel.
8. *Temporary Morgue* – A facility established to temporarily store, process and identify the deceased at the scene of a disaster.

### **POSSIBLE OR CONFIRMED TERRORIST ATTACK**

1. Remain calm and be patient. Follow the advice of local emergency officials and listen to your radio for news and instructions. If possible, get in touch through your vehicle radio or cell phone with Red Cross.
2. If a disaster occurs near you, check for injuries. Give first aid if possible and get help for seriously injured people. Remember to avoid direct contact with blood and other body fluids. Each vehicle should have a bag with disposable gloves, first aid kit and other items.
3. If time allows, contact your family and let them know where you are.
4. If there is terrorist activity that is an immediate threat, go to a public building and take shelter as quickly as possible. Public schools and hospitals are some of the best places to go.
5. If you have passengers with you, assist them into a shelter.

6. If you are told to evacuate the area or the city, listen to radio announcements for evacuation procedures and, if possible, stay in touch with base. Follow the evacuation routes broadcast and do not attempt to take a shortcut as this could put you in the path of danger.
7. For large emergencies like these, you may hear a siren or the tone on the radio that you usually hear as emergency testing. Please keep your radio tuned to that station for information.

**Appendix J**  
**DRAFT MEMORANDUM OF UNDERSTANDING**  
**LOCAL TRANSIT AGENCY AND COMMUNITY FIRST RESPONDERS (as**  
**part of a local government Critical Incident Response Plan, for example)**

Purpose: To establish specific agreement between Pace Staff and Community First responders in the event of a community incident/emergency on board a Pace vehicle or on Pace property.

Hold Harmless

**Appendix K**

**THREAT AND VULNERABILITY ASSESSMENT FORMS**

CRITICAL ASSET THREAT	AND VULNERABILITY ASSESSMENT	
	Criticality (Level of Impact in the Event of Loss)	
	Assets	System (1)
<b>Vehicles</b>	People (1)	
Buses/vans		
Administrative vehicles		
Radios		
Fareboxes		
Other		
<b>Maintenance Area</b>		
In-house		
Entrances/exits		
Restrooms		
Equipment		
Other		
Contractor		
<b>Storage Lots</b>		
Vehicles		
Entrances/exits		
Fuel areas		
Other		
<b>Office Facilities and Equipment</b>		
Office furniture		
Computers		
Communications systems		
Entrances/exits		
Restrooms		
Storage areas		
Revenue collection facilities		
Employee parking lots		
Other		
<b>Transit Center</b>		
Entrances/exits		
Common areas		
Restrooms		
Other		
Notes: 1) Rate as "High," "Medium," or "Low"		

## THREAT AND VULNERABILITY ASSESSMENT

Probability of Loss	Impact of Loss			
	1 Catastrophic	2 Very Serious	3 Moderately Serious	4 Not Serious
A - Certain				
B - Highly Probable				
C - Moderately Probable				
D - Improbable				

1A, 1B, 1C, 2A, 2B, 3A: Unacceptable-Management must take action (i.e. "high" and "serious")  
 1C, 2C, 2D, 3B, 3C: Acceptable - with Management action and/or monitoring (i.e. "medium")  
 3D, 4A, 4B, 4C, 4D: Acceptable - No action required (i.e. "low")

**PRIORITIZED VULNERABILITY REPORT**

Transit Assets	Elements of Vulnerability	Current Levels of Protection	Assessment of Adequacy of Current Levels of Protection	Action Required? (Yes/No)
<b>Vehicles</b>				
Buses/vans				
Administrative vehicles				
Radios				
Fareboxes				
Other				
<b>Maintenance Area</b>				
In-house				
Entrances/exits				
Restrooms				
Equipment				
Other				
Contractor				
<b>Storage Lots</b>				
Vehicles				
Entrances/exits				
Fuel areas				
Other				
<b>Office Facilities/Equipment</b>				
Office furniture				
Computers				
Communications systems				
Entrances/exits				
Restrooms				
Storage areas				
Revenue collection facilities				
Employee parking lots				
Other				
<b>Transit Center</b>				
Entrances/exits				
Common areas				
Restrooms				
Other				

**Appendix L**

**DRAFT MEMORANDUM OF EXECUTIVE APPROVAL**

## MEMORANDUM OF EXECUTIVE APROVAL

To: All Employees, Volunteers and Contractors  
From: T. J. Ross  
Date:  
Subject: System Security and Emergency Preparedness Program

It is the objective of Pace, to provide safe, secure and reliable service for its passengers and employees. To demonstrate our commitment, Pace has developed this System Security and Emergency Preparedness Program Plan (SSEPPP).

This SSEP Plan describes the policies, procedures and requirements to be followed by management, maintenance and operating personnel in order to provide a secure environment for agency employees, volunteers, and contractors, and to support community emergency response. All personnel are expected and required to adhere to the policies, procedures, and requirements established herein and to properly and diligently perform security-related functions.

Each Pace employee, is governed by the requirements and terms of this Plan, and must conscientiously learn and follow prescribed security and emergency rules and procedures. Each employee shall take active part in the identification and resolution of security concerns.

The responsibility for security falls within the Revenue Services area. If you should have any questions concerning the Security Plan, please contact Ken Grish, Department Manager, Safety, training & Security, at (630) 801-3012.

Thank you for your cooperation.

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## Appendix M

### CONTACTS AND OTHER RESOURCES

#### Contacts

For additional information contact the following.

**Pat Loose, Manager**

Transit Unit  
Colorado Department of Transportation  
4201 E. Arkansas Avenue B606 Denver,  
CO 80222  
303 757-9769  
FAX 303 757-9727  
[Pat.Loose@dot.state.co.us](mailto:Pat.Loose@dot.state.co.us)

**Rick Evans**

RAE Consultants, Inc.  
1029 E. 8<sup>th</sup> Avenue, Suite 807  
Denver, CO 80218 303 860-  
9088 FAX 303 860-9087  
[Rick@RAEConsultants.com](mailto:Rick@RAEConsultants.com)

**Don Cover**

FTA Region Office  
216 16th Street Mall, #650  
Denver, CO 80202 303 844-  
3242 FAX 303 844-4217  
[Don.Cover@fta.dot.gov](mailto:Don.Cover@fta.dot.gov)

**Harry Saporta**

Office of Safety and Security  
Federal Transit Administration  
400 7<sup>th</sup> Street, SW, Room 9305  
Washington, D.C. 20590  
[www.fta.dot.gov](http://www.fta.dot.gov)  
[www.volpe.dot.gov](http://www.volpe.dot.gov)

**Federal Emergency**

**Management Agency**

Contact phone number:  
303 235-4800

#### **Colorado Department of Public Health and Environment**

Martin A. Stollmack  
MCI/Counter-Terrorism Planning and Management  
Colorado Department of Health and Environment  
4300 Cherry Creek Drive South  
Denver, CO 80246-1530  
303 692-2988  
[martin.stollmack@state.co.us](mailto:martin.stollmack@state.co.us)

**Colorado Office of Emergency Management**  
**Colorado Department of Local Affairs** Day  
time contact number: 303 272-1622 Emergency  
line: 303 279-8855

**Colorado Regional Planners**

Bob Wold  
303 273-1778 FAX  
303 273-1795

Steve Denney  
970 248-7308 FAX  
970 248-7317

Kevin Kuretich 970  
679-4503 FAX 970  
669-7717

Patricia Gavelda 970  
247-7674 FAX 970  
247-7032

Cindy Mohat  
719 544-6563 FAX  
719 545-1876

**Intermountain Region:** Boulder, Broomfield,  
Chaffee, Clear Creek, Douglas, Gilpin, Jackson,  
Jefferson, Grand, Lake, Park, and Summit  
counties

**Northwest Region:** Moffat, Routt, Rio Blanco,  
Eagle, Garfield, Mesa, Delta, Montrose, Pitkin,  
Gunnison, San Miguel and Ouray counties

**Northeast Region:** Larimer, Weld, Logan,  
Morgan, Washington, Denver, Adams,  
Arapahoe, Elbert, Lincoln, Sedgwick, Philips,  
Yuma, Kit Carson and Cheyenne counties

**Southwest Region:** Dolores, Montezuma, La  
Plata, San Juan, Archuleta, Mineral, Hinsdale,  
Saguache, Rio Grande, Alamosa, Conejos and  
Costilla counties

**Southeast Region:** Teller, El Paso, Fremont,  
Custer, Pueblo, Huerfano, Las Animas,  
Crowley, Otero, Kiowa, Bent, Prowers, and  
Baca counties

## **Other Resources**

Additional technical resources include the following:

**Title: Transit System Security Program Planning Guide**

Author(s): John Balog and Anne Schwarz Year: 1994

Sponsoring Agency: Federal Transit Administration (FTA)

Volpe Report #: DOT-VNTSC-FTA-94-01 DOT Number:

FTA-MA-90-7001-94-1 NTIS Number: PB94-161973

Available: <http://www.transit-safety.dot.gov>

**Title: Transit Security Handbook**

Author(s): Annabelle Boyd and James Caton

Year: 1998

Sponsoring Agency: Federal Transit Administration (FTA)

Volpe Report #: DOT-VNTSC-FTA-98-03 DOT Number:

FTA-MA-90-9007-98-1 NTIS Number: PB98-157761

Available: <http://www.transit-safety.dot.gov>

**Title: Critical Incident Management Guidelines**

Authors: Annabelle Boyd and James Caton Year:

1998

Sponsoring Agency: Federal Transit Administration (FTA)

Volpe Report #: DOT-VNTSC-FTA-98-05 DOT Number:

FTA-MA-26-7009-98-1 Available: <http://www.transit-safety.dot.gov>

**Title: Transit Security Procedures Guide**

Author(s): John Balog and Anne Schwarz

Year: 1996

Sponsoring Agency: Federal Transit Administration (FTA)

Volpe Report #: DOT-VNTSC-FTA-94-08 DOT Number:

FTA-MA-90-7001-94-2 9 Available: <http://www.transit-safety.dot.gov>

**Title: Emergency Preparedness for Transit Terrorism**

Authors: Annabelle Boyd and John P. Sullivan

Year: 1997

Sponsoring Agency: Transportation Research Board

Report Number Transit Cooperative Research Program Synthesis Number 27 Web

site: <http://nationalacademies.org/trb/publications/tcrp/tsyn27.pdf>

**Perspectives on Transit Security in the 1990s: Strategies for Success**

Author(s): Annabelle Boyd and Patricia Maier Year: 1996

Sponsoring Agency: Federal Transit Administration (FTA)

Volpe Report #: DOT-VNTSC-FTA-96-02

DOT Number: FTA-MA-90-7006-96-01

NTIS Number: PB96-185871

Available: <http://www.transit-safety.dot.gov>

**Title: Transit Security in the 90's**

Author(s): Kathryn Powell and Annabelle Boyd

Year: 1996

Sponsoring Agency: Federal Transit Administration (FTA)

Keywords: Local transit-Security measures Volpe Report #:

DOT-VNTSC-FTA-96-11 DOT Number:FTA-MA-26-9009-

97-01 NTIS Number:PB97-146989

Available: <http://www.transit-safety.dot.gov>

**Title: Protecting Surface Transportation Systems and Patrons from Terrorist Activities – Volume One**

Author: Brian Michael Jenkins

Year: January 1997

Sponsoring Agency: San Jose University, Mineta International Institute for Surface Transportation Policy Studies

Report Number: IISTPS 97-4

Full text available at: <http://www.transweb.sjsu.edu/publications/terrorism/Protect.htm>

**Title: Protecting Surface Transportation Systems Against Terrorism and Serious Crime – 2001 Update**

Author: Brian Michael Jenkins

Year: October 2001

Sponsoring Agency: San Jose University, Mineta International Institute for Surface Transportation Policy Studies

Report Number: IISTPS 01-7

Full text available at: <http://www.transweb.sjsu.edu/publications/terrorism/Protect.htm>

**Title: Improving Transit Security**

Authors: Jerome A. Needle and Renee M. Cobb, J.D, Year:  
1997

Sponsoring Agency: Transportation Research Board

Report Number Transit Cooperative Research Program Synthesis Number 21 Web  
site: <http://nationalacademies.org/trb/publications/terp/tsyn21.pdf>

**Appendix N**  
**HOMELAND SECURITY ADVISORY SYSTEM**  
**RECOMMENDATIONS**

The Homeland Security Advisory System Recommendations for businesses are presented on the following page. This was taken from the American Red Cross web site [www.redcross.org/services/disaster/beprepared/hsas/business.pdf](http://www.redcross.org/services/disaster/beprepared/hsas/business.pdf)

# Homeland Security Advisory System Recommendations

## Businesses

<u>Risk of Attack</u>	<u>Recommended Actions</u>
<b>SEVERE</b> <i>(Red)</i>	<ul style="list-style-type: none"> <li>• <i>Complete recommended actions at lower levels</i></li> <li>• Listen to radio/TV for current information/instructions</li> <li>• Be alert to suspicious activity and report it to proper authorities immediately</li> <li>• Work with local community leaders, emergency management, government agencies, community organizations, and utilities to meet immediate needs of the community</li> <li>• Determine need to close business based on circumstances and in accordance with written emergency plan</li> <li>• Be prepared to work with a dispersed or smaller work force</li> <li>• Ensure mental health counselors available for employees</li> </ul>
<b>HIGH</b> <i>(Orange)</i>	<ul style="list-style-type: none"> <li>• <i>Complete recommended actions at lower levels</i></li> <li>• Be alert to suspicious activity and report it to proper authorities</li> <li>• Review emergency plans to include continuity of operations and media materials on hand</li> <li>• Determine need to restrict access to business or provide private security firm support/reinforcement</li> <li>• Contact vendors/suppliers to confirm their emergency response plan procedures</li> <li>• If a need is announced, contact nearest blood collection agency and offer to organize a blood drive</li> </ul>
<b>ELEVATED</b> <i>(Yellow)</i>	<p><i>Complete recommended actions at lower levels</i></p> <p><i>Be alert to suspicious activity and report it to proper authorities</i></p> <p><i>Contact private security firm for security risk assessment and to determine availability of support/reinforcement</i></p> <p><i>Contact voluntary organizations you support to determine how you can provide assistance in case of emergency</i></p>
<b>GUARDED</b> <i>(Blue)</i>	<ul style="list-style-type: none"> <li>• <i>Complete recommended actions at lower level</i></li> <li>• Be alert to suspicious activity and report it to proper authorities</li> <li>• Dialogue with community leaders, emergency management, government agencies, community organizations and utilities about disaster preparedness</li> <li>• Ensure emergency communication plan updated to include purchase of needed equipment.</li> <li>• Ask the local Red Cross chapter to provide a "Terrorism: Preparing for the Unexpected" presentation at your workplace for employees</li> </ul>
<b>LOW</b> <i>(Green)</i>	<ul style="list-style-type: none"> <li>• Use Red Cross Emergency Management Guide for Business and Industry to develop written emergency plans to address all hazards. Include an emergency communication plan to notify employees of activities; designate an off-site 'report to' location in case of evacuation.</li> <li>• Develop continuity of operations plan to include designating alternate work facility/location for business</li> <li>• Arrange for staff to take a Red Cross CPR/AED and first aid course</li> <li>• Obtain copies of Terrorism: Preparing for the Unexpected and Preparing Your Business for the Unthinkable brochures from your local Red Cross chapter for distribution to all employees/management as appropriate.</li> </ul>

**Your local American Red Cross chapter has materials available to assist you in developing preparedness capabilities.**