



San Bernardino County
Transportation Authority



Public Transportation Agency Safety Plan (PTASP)

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SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AGENCY SAFETY PLAN

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Transit Agency Information

This Public Transportation Agency Safety Plan (PTASP) is adopted by the San Bernardino County Transportation Authority (SBCTA), located at 1170 West Third Street, San Bernardino, CA 92410.

In accordance with 49 C.F.R. §§ 673.5 and 673.23(d)(1), Carrie Schindler, Executive Director of SBCTA, serves as the Accountable Executive for this Agency Safety Plan and has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan (PTASP) and the agency's Safety Management System (SMS).

Pursuant to 49 C.F.R. §§ 673.5 and 673.23(d)(2), Mairany Anaya serves as the Chief Safety Officer and Safety Management System (SMS) Executive. In this role, she is responsible for day-to-day implementation and oversight of the agency's SMS and safety risk management processes.

The mode of public transportation addressed in this PTASP is an employer-based vanpool program. The vanpool service is not directly operated by SBCTA but is provided under contract through Commute with Enterprise and provides oversight consistent with applicable federal requirements.

Funding to support and subsidize the employer vanpool program includes Federal Transit Administration (FTA) Urbanized Area Formula Program funds authorized under Section 5307.

Safety Committee

SBCTA's Safety Committee is an open, agency-wide group that meets monthly to discuss workplace safety, review policies, and share updates. It promotes clear communication, distributes agendas and minutes to staff, and supports compliance efforts by serving as a forum where employees can provide input, receive information, and collaborate on ongoing safety improvements.

Since SBCTA does not employ transit workers nor vanpool drivers, the Safety Committee is only comprised of 10 agency staff. The Committee attempts to have representation from multiple agency departments at various management levels. The Safety Committee is chaired by Management Services staff, who are responsible for creating and distributing a meeting agenda to committee members at least 24 hours before a meeting, taking meeting minutes, and posting agendas and meeting minutes onto the SBCTA intranet, where they are accessible to all SBCTA employees.

During SBCTA's monthly staff meetings, the Safety Committee Chair provides updates regarding ongoing safety initiatives and projects, along with discussing any new safety events that staff should be aware of.

On an annual basis at the end of each fiscal year, the PTASP will be reviewed by the Safety Committee, ensuring it remains current and effective.

Public and Specialized Transportation Advisory and Coordination Council (PASTACC)

The Public and Specialized Transportation Advisory and Coordination Council (PASTACC) is an advisory body to SBCTA that addresses public transit, specialized transportation, issues and opportunities. PASTACC meets quarterly and is comprised of 11 representatives from transit operator agencies, San Bernardino County, and specialized transit providers, such as local non-profits. Representatives and receive information on pertinent transit services, initiatives, and discuss challenges they face when providing transportation to services within San Bernardino County.

Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan	San Bernardino County Transportation Authority	
Signature by the Accountable Executive		
	Signature of Accountable Executive	Date of Signature
Certification of Compliance		
	Name of Individual/Entity That Certified This Plan	Date of Certification

Plan Actions and Revision History		
Revision No.	Action/Revision	Date
0	Review and Approval by SBCTA Safety Committee	
0	Review and Approval by SBCTA Transit Committee	
0	Approval by SBCTA Board of Directors	

This Agency Safety Plan (ASP) addresses all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan.

This ASP will be reviewed annually, per (§ 673.11(a)(5)), and updated if the following material changes occur:

- Change in Accountable Executive
- Change in Chief Safety Officer
- Organizational restructuring affecting safety responsibilities
- Major service changes
- Changes to safety performance targets
- Significant findings from audits, triennial reviews, or SMS assessments
- After a major safety event that results in corrective action

This ASP update was developed in cooperation with representatives of the SBCTA Employer Vanpool Program (§ 673.17(b)(1)). The process and description of how vanpool representatives were included in this effort (§ 673.17(b)(2)) are detailed in the Plan.

This Plan is available at <https://www.gosbcta.com/commuter-services>.

Coordination with Metropolitan Planning Organization

SBCTA has coordinated with the Southern California Association of Governments (SCAG) on this Plan, specifically regarding its performance targets (§ 673.15(a)).

Safety Management System (SMS)

This PTASP describes the four components to a successful implementation of the SMS, which include the Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion (§ 673.21).

Safety Management Policy

Background

SBCTA contracts out its vanpool service. This service is directly operated by Commute with Enterprise. SBCTA receives Federal Transit Administration (FTA) Section 5307 funds to subsidize the vanpool program.



SBCTA, in partnership with the Riverside County Transportation Commission (RCTC), operate the IE (Inland Empire) Commuter rideshare program, offering residents of San Bernardino County and Western Riverside County rideshare incentives, rewards, and free rideshare program support to employers within San Bernardino County and Riverside County.

Specifically, The SB Loop (the Loop) vanpool program is a service managed under SBCTA that offers commuters traveling to employers in SBCTA's Service Area - the San Bernardino Valley, San Bernardino Mountains, Morongo Valley or Colorado River Basin- for work or post-secondary school.

To qualify for a new SB Loop vanpool:

- Vanpool destination must be within the San Bernardino Valley, San Bernardino Mountains, Morongo Valley or Colorado River Basin.
- Lease a five to fifteen passenger vanpool vehicle through an SBCTA approved leasing vendor (Commute with Enterprise).
- Vanpool must have a minimum 70% occupancy at startup and an ongoing minimum occupancy of 50%
- Vanpool must travel a minimum 30 miles roundtrip, 12 days per month.

Policy Statement

SBCTA strives to provide a safe environment for its vanpool services operated by a third-party contractor. SBCTA, through its agreements, contracts, guidelines and resources, supports a robust safety culture and achieves a high level of safety performance with regard to its commuter vanpool program.

SBCTA established safety performance targets to help measure the overall effectiveness of this Plan. In this PTASP, the safety aspects are coordinated with elements of the Safety Risk Management and Safety Assurance components of the Plan.

SBCTA is committed to the following safety objectives related to its commuter vanpool program:

- Vehicle Safety & Condition
- Driver Qualification & Behavior
- Crash & Incident Reduction
- Training & Education
- Risk Management & Monitoring
- Emergency Preparedness
- Program Oversight

These objectives were shared with the Vanpool Coordinator and Commute with Enterprise. Prior to adoption, this Plan was posted on SBCTA's vanpool website for feedback and comment to all San Bernardino vanpool participants. SBCTA's Safety Committee has reviewed, provided feedback and approved this Plan. SBCTA's transit division communicates this Plan, as well as on-going updates to the Plan, to its staff, and PASTACC (Public and Specialized Transportation Advisory and Coordination Council), an advisory body to SBCTA, on an annual basis.

By signing below, SBCTA Executive Director certifies that this PTASP meets the Federal Transit Administration standards.

Carolyn Schindler

Date

Roles and Responsibilities

Under 49 CFR Part 673, the Accountable Executive is responsible for ensuring that the Safety Management System (SMS) is effectively implemented throughout SBCTA's Vanpool Subsidy Program and that appropriate action is taken to address any substandard safety performance. The Accountable Executive has ultimate responsibility for carrying out the Agency Safety Plan (ASP) and must have control or direction over the human and capital resources necessary to develop, implement, and maintain this Plan (§ 673.5). Although specific duties may be delegated, ultimate accountability for the agency's safety performance cannot be delegated and always rests with the Accountable Executive (§ 673.23(d)(1)).

The Chief Safety Officer (CSO) is designated by the Accountable Executive and has the authority and responsibility for the day-to-day implementation and operation of the SMS (§ 673.23(d)(2)). This individual must be adequately trained and responsible for safety and must maintain a direct line of reporting to the Accountable Executive.

Agency leadership and executive management, other than the Accountable Executive and the CSO/SMS Executive, include those individuals who have responsibility for the day-to-day implementation and operation of the SMS (§ 673.23(d)(4)). In addition, key staff may be designated to support the Accountable Executive and the CSO/SMS Executive in developing, implementing, and operating the SMS (§ 673.23(d)(5)).

Safety Risk Management

Hazard Identification

Hazard identification and hazard analysis are tools used by SBCTA, in partnership with Commute with Enterprise, to proactively identify and mitigate risks before they escalate into significant issues. Through SBCTA's contract with Commute with Enterprise, Optional Driver Agreement, and SB Loop's Program Guidelines (Attachment A) and Participation Agreement (Attachment B), structured procedures and requirements are in place to reduce the likelihood of incidents and accidents.

A summary of hazard identification activities within those contracts include:

- Background checks of drivers conducted by Contractor.
- Inspections of vehicles
- Maintenance and daily pre-trip inspections of vehicles
- Monthly Reporting

Other Sources of Hazard Identification

In addition to participants adhering to contracts and the National Transit Database (NTD) safety and security reporting requirements, SBCTA also periodically reviews the Federal

Transit Administration’s Public Transportation Agency Safety Plan Technical Assistance’s information and its resource library. Also, SBCTA monitors national safety trend data through NTD, as well as guidance from its consultants, who manage and operate the Inland Empire transportation demand management programs.

SBCTA also uses the safety targets included in its Safety Assurance section of the Plan to identify hazards as well.

Safety Risk Assessment

SBCTA contracts with Commute with Enterprise who own and operate the vehicles used for SB Loop, however, SBCTA provides oversight, evaluation and risk management through monitoring. Specifically, SBCTA assesses the reporting data that is required to be submitted each month per vanpool. Reporting data includes collision and incident reports, vehicle maintenance reports, revenue miles, costs, complaints, and feedback.

In addition, Commute with Enterprise, through its comprehensive maintenance monitoring, coordinates vehicle maintenance with vanpool drivers and evaluates the severity of potential consequences of identified hazards.

Safety Risk Mitigation

Below is a safety risk assessment for SBCTA’s vanpool program, along with a likelihood scale and risk matrix.

Table 1 Risk Level Assessment

Level	Description	Vanpool Occurrence
Negligible	No injuries	Minor passenger complaint
Minor	First aid or minor damage	Small fender bender, no injuries
Moderate	Medical treatment required	Passenger injury requiring clinic visit
Major	Serious injury	Crash with hospitalization
Catastrophic	Fatality or multiple serious injuries	Fatal vanpool collision

Table 2 Risk Likelihood Scale

Likely Scale	Description	Occurrence
1 Rare	Highly unlikely	Has not occurred in program history

2 Unlikely	Possible but infrequent	Once every several years
3 Possible	Could occur occasionally	A few times over program life
4 Likely	Happens periodically	Annual occurrence
5 Frequently	Occurs regularly	Multiple times per year

Table 3 Risk Matrix

Vanpool-Related Occurrence	Likelihood Scale
Minor passenger complaint	3 – Possible
Small fender bender, no injuries	3 – Possible
Passenger injury requiring clinic visit	2 – Unlikely
Crash with hospitalization	1 – Rare
Fatal vanpool collision	1 - Rare

Similar to hazard identification, SBCTA periodically reviews the Federal Transit Administration’s Public Transportation Agency Safety Plan Technical Assistance’s information and its resource library for safety risk mitigation guidance.

Safety Assurance

Annual Safety Performance Targets

SBCTA, in conjunction with the Southern California Association of Governments, the Metropolitan Planning Organization, set forth the following Safety Performance Targets, based on NTD national, state and regional trends for vanpool operations.

Table 4 Safety Performance Targets

Mode of Service	Fatalities (Total)	Fatalities (Per 100k VRM)	Injuries (Total)	Injuries (Per 100k VRM)	Safety Event (Total)	Safety Event (Per 100k VRM)	System Reliability
Vanpool	0	0	0	0	0	0	1,800,000

Transit Worker Safety

SBCTA's SB Loop Vanpool Program Participation Agreement (Attachment B) outlines the Code of Conduct drivers and riders must adhere to. Specifically, Section 16 states:

(a) SBCTA shall not act as arbiter of disputes among vanpool passengers. (b) Safety-related complaints shall be directed to the Provider, who will investigate and address the complaint within one business day. Primary and/or Back Up Drivers who exhibit unsafe driving practices may lose their vanpool driving privileges. (c) The SB Loop Program Guidelines, as modified by SBCTA from time to time and posted on the SBCTA Vanpool website, and the SB Loop Application as submitted by Participant and approved by SBCTA and available on the System website, are hereby incorporated into this Agreement, and, together with this Agreement, contain all of the terms and conditions of the Agreement between SBCTA and the Participant and supersede all prior verbal or written agreements and understandings between the Parties with respect to SB Loop. (d) Any changes or additions to this Agreement must be in writing and signed by all Parties. (e) The captions or headings on any paragraphs in this Agreement are for reference only and do not affect any of the terms and conditions of this Agreement. (f) Nothing in this Agreement shall be construed to limit the right of SBCTA to adjust or modify its services or perform any other lawful functions. (g) Nothing in this Agreement shall be construed to give rights to any person or entity that is not a party to this Agreement. (h) In the event of conflicting provisions, the following order of precedence will apply i. The Participation Agreement, ii. SB Loop Program Guidelines, iii. SB Loop Application.

In addition to the physical safety of the riders in the vehicles and the vehicles themselves, SBCTA promotes and provides information through "The Loop Resources" which provide a spectrum of information from keeping healthy inside a vanpool to Frequently Asked Questions about how the program works and operates.

Safety Performance Monitoring and Measurement

Monitoring and measurement of safety performance is evident in the vanpool coordinator's monthly reporting requirement, as well as SBCTA's NTD Safety and Security Reports (S&S-50).

Management of Change

SBCTA has established a process to identify and evaluate any changes that may introduce new hazards or impacts to the safety performance of its vanpool program, through its agreement with Enterprise (Attachment A). Those changes are highlighted below:

- Modifications to the vanpool provider contract (e.g., new service requirements, vehicle standards)
- Introduction of new vehicles or technologies (e.g., electric vans, telematics systems)
- Changes in driver eligibility requirements or training protocols
- Adjustments to routes, service areas, or passenger eligibility
- Policy updates (e.g., insurance requirements, maintenance responsibilities)
- Reported safety concerns, trends in incidents, or audit findings
- Regulatory changes (e.g., updates from FTA or state agencies)

SBCTA requires Enterprise, through its contract (Attachment A) to notify them of any operational or procedural changes that could affect safety, specifically Sections C, D, E, F, K and L.

Once a change is identified, SBCTA's Safety Officer (or designee) conducts an initial screening to determine:

- Whether the change could introduce a new hazard
- Whether the change could increase the likelihood or severity of an existing hazard
- Whether the change could impact safety performance targets

If the change is determined to have no safety impact, it is documented and closed. If impacts are possible, the change proceeds to a formal safety risk assessment.

Safety Risk Assessment

For changes requiring further review, SBCTA will evaluate:

- Hazard identification (e.g., driver distraction from new technology, unfamiliar vehicle handling)
- Likelihood and severity of potential consequences
- Affected parties (drivers, passengers, public)

This may include:

- Reviewing data from the vanpool provider (incidents, maintenance records)
- Consulting with the provider and vanpool participants
- Applying SBCTA's risk matrix

Risk Mitigation and Approval

If safety risks are identified, SBCTA, working with Enterprise, develops mitigation strategies, such as:

- Additional driver training or certification requirements
- Updated inspection or maintenance protocols
- Communication of new procedures to vanpool participants
- Phased implementation of new technology

Continuous Improvement

SBCTA's Vanpool Program is reviewed quarterly through SBCTA's PASTACC. In addition, this Plan, its purpose and any potential updates or changes are communicated to this group as well. Annual updates will also be brought forth to SBCTA's Safety Committee for review and approval.

If SBCTA's transit staff or members of PASTACC believe any deficiencies have been identified through the safety performance assessment process, the transit team will develop a Corrective Action Plan, alongside Commute with Enterprise, by defining actions to reduce the deficiency and create performance measures to track effectiveness of the Corrective Action Plan.

Examples of a Corrective Action Plan could include:

- Require refresher defensive driving training for all vanpool drivers
- Implement stricter driver eligibility screening (e.g., DMV record checks frequency)
- Increase monitoring of driver behavior (via telematics or provider reports)
- Conduct targeted safety outreach to high-risk vanpools

Safety Promotion

The Loop Resources provides on-going information on program safety. In addition, SBCTA transit staff, PASTACC and vanpool participants have the ability to provide feedback on this Plan at any given time either directly to SBCTA in person, via email, phone, or through the monthly reporting mechanisms. Vanpool participants may also contact their Employer Transportation Coordinator at their employer work site to provide feedback.

Attachment A: SB Loop Program Guidelines



PROGRAM GUIDELINES

SB Loop Subsidy Program Eligibility

A vanpool is a group of five (5) to 15 passengers in a seven (7) to 15 passenger van, commuting to and from work and/or vocational/post-secondary school. To qualify for an SB Loop subsidy:

- The vanpool must be used for commuting purposes to and from a regular work and/or vocational/post-secondary education destination a minimum of 12 days during each calendar month;
- Destination of the vanpool must be within the [SB Loop service area](#) (San Bernardino Valley, San Bernardino Mountain Communities, Colorado River Basin and Morongo Valley of San Bernardino County);
- Mileage from where the van is parked at night to where the van is parked at the destination must be at least 15 miles one-way, or 30 miles round trip;
- Occupancy must be 70% or higher at startup and maintained at a daily ridership average of 50% or higher on a monthly basis;
- Vanpool vehicle must be coordinated through a [SB Loop-approved vanpool provider](#), Commute with Enterprise.

SB Loop Approved Vanpool Provider

A vanpool participant or participant's employer must enter a month-to-month agreement with an approved SB Loop vanpool provider. Costs of the vanpool include the monthly vehicle rate, maintenance, roadside assistance and insurance. Contact the provider below to learn about their services and to see what vehicle options are available:

- **Commute with Enterprise** commutewithenterprise.com or 800 VAN-4-WORK (800-826-4967).

Privately owned/leased vehicles (such as but not limited to, employer-owned vanpools and/or employee-owned and operated vanpools) or leases from any other 3rd-party vendor, are not eligible.

Minimum Riders/Subsidy Amount

The SB Loop subsidy per approved vanpool is up to 50% of the vehicle monthly lease rate, not to exceed \$600 per month. The first month subsidy will be issued when the vanpool meets 70% average daily ridership. Should the subsidy begin after the first day of the month, SB Loop will prorate the subsidy based on the number of commute days during the month. Ongoing, the vanpool is required to maintain 50% or greater average daily ridership. If a vanpool doesn't maintain 50% or greater daily ridership for three consecutive months, SBCTA may reduce the third month's subsidy. If by the 4th consecutive month the average daily occupancy is not 50% or greater, SBCTA may terminate the vanpool's participation in the program. SBCTA pays the subsidy directly to the leasing vendor on a monthly basis. Payment is contingent on an approved application, regular submission of a Participant Monthly Report, and fulfillment of occupancy requirements. For full program details and requirements, view the [Participation Agreement](#) and the [SB Loop Occupancy Chart](#) at ridetheloop.com.

Accommodations for Riders

SB Loop vanpools are actively advertised to the public on ridetheloop.com and other SBCTA ridematching sites. SB Loop vanpools shall be open to the public, including making accommodations for individuals with a disability in coordination with the vanpool provider.

How to Apply

Visit ridetheloop.com and select “Apply Today”. The system will direct you to create your log-in account before the application. For detailed instructions on how to apply view the [SB Loop User Guide to Apply](#) on ridetheloop.com.

Reporting

Vanpool and ridership reporting, regardless of the vanpool provider is required to be eligible to continue receiving an SB Loop subsidy.

- The Vanpool Coordinator and/or designated Reporter(s) are responsible for completing and submitting online through ridetheloop.com monthly reports of the vanpool’s daily trips and passengers, ending odometer reading, as well as out of pocket expenses which may include fuel, cleaning, fluids, tolls and parking. Reports are due by **5:00 p.m. on the 5th day of each month** for the previous month’s vanpool operation. For more detailed reporting instructions, view the [SB Loop Reporting Guide](#) on ridetheloop.com.

Termination

The vanpool subsidy may be terminated by the following, for full details and policy, view the [Participation Agreement](#) on ridetheloop.com:

- **Coordinator** – The vanpool’s Coordinator may withdraw from SB Loop at any time. The Coordinator must email SBCTA at least five (5) business days prior to withdrawing from SB Loop. SBCTA will prorate the subsidy during the last month of participation based on the number of days the vanpool was in operation that month, provided the minimum requirements are met.
- **SBCTA** – SBCTA may terminate for reasons including, but not limited to: Misreporting or misuse of vanpool operation; Repeated failure to submit scheduled reports online to SBCTA; Failure to meet the SB Loop eligibility requirements; and Failure to comply with the most current version of the SB Loop [Participation Agreement](#).

Questions?

Please contact SB Loop at ridetheloop@gosbcta.com or 833-RIDETHELOOP (833-743-3843).

Attachment B: SB Loop Participation Agreement



SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY SB LOOP VANPOOL PROGRAM PARTICIPATION AGREEMENT

You must read each of the following provisions, which are the terms and conditions of this Agreement. You must check “I Agree” after the last paragraph, sign the Agreement, and electronically submit the completed Agreement. If any of these steps are not completed, the Agreement has not been properly submitted and will be invalid.

Should you have any questions about this Agreement or the terms and conditions, or the submittal process, contact the San Bernardino County Transportation Authority (SBCTA) immediately at ridetheloop@gosbcta.com or call 833-RIDETHELOOP (833.743.3843).

1. **Introduction.** This Vanpool Program Participation Agreement sets forth the terms, conditions, and Parties’ rights and responsibilities. By electronically signing the Agreement and acknowledging the terms, Participant indicates that he/she has read, understands, and agrees to abide by all terms and condition of this Agreement.
2. **Definitions.**
 - (a) “SB Loop” means the vanpool subsidy program administered by SBCTA.
 - (b) “Provider” is an authorized SBCTA vanpool leasing provider.
 - (c) “Participant” means any person or employer who directs activities of a vanpool group, including, but not limited to: Vanpool Coordinator, Primary Driver (if the Vanpool Coordinator is not also the Primary Driver), Back Up Driver(s) (optional), and Reporter(s) (optional).
 - (d) “Vanpool Coordinator” is the Participant who applies to SB Loop and holds a valid vanpool vehicle agreement with a Provider. The Vanpool Coordinator may designate through ridetheloop.com (System) a Primary Driver, Back Up Driver(s) and/or Reporter(s). Vanpool Coordinator shall ensure that the Primary Driver Reporter(s) (if any) each create an online username and password, and read, execute, and electronically sign an Agreement. The Vanpool Coordinator is responsible for submitting the monthly reports into the online System if the designated Reporter(s) do not submit the reports according to this Agreement.
 - (e) “Primary Driver” is a vanpool passenger other than the Vanpool Coordinator who primarily drives the vanpool for commuting purposes. The Primary Driver is designated by the Vanpool Coordinator in the online System.
 - (f) “Back Up Driver” is a vanpool passenger other than the Vanpool Coordinator who drives the vanpool for commuting purposes when the Primary Driver is not available to drive. The Back Up Driver is designated by the Vanpool Coordinator in the online System and the Vanpool Coordinator may designate multiple Back Up Drivers in the online System.
 - (g) “Reporter” is a vanpool passenger other than the Vanpool Coordinator, whose responsibility is to assist the Vanpool Coordinator with submitting the monthly reports into the online System. The Reporter is designated by the Vanpool Coordinator in the online System and the Vanpool Coordinator may designate multiple Reporters in the online System.
 - (h) Participant and SBCTA are each a “Party” to this Agreement and are referred to collectively as “Parties”.
 - (i) “Subsidy” means SBCTA’s payment of up to \$600 per month, not to exceed 50% of the vehicle lease cost payable to vehicle Provider.
 - (j) “System” is the method by which potential Vanpool Coordinator applies to SB Loop and Participants

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Call (833) RIDETHELOOP
ridetheloop.com

enter reports and submit information required for participation in SB Loop.

3. **Participant Is a Volunteer.** Participant is a volunteer as defined in California Labor Code section 1720.4. No Participant shall receive compensation for any vanpool-related activity. Participant acknowledges that participation in SB Loop is strictly voluntary and that such participation is not within the course and scope of employment, and further that participation in SB Loop does not establish an employment or agency relationship between Participant and SBCTA.
4. **Participant Agrees to:**
 - (a) Comply with all terms and conditions of this Agreement.
 - (b) Submit the following information to SBCTA, through the System, for each vanpool passenger before such passenger rides with the vanpool: name, email address, phone number, address, employer name and phone number.
 - (c) Upon SBCTA's approval of the Participant, Participant agrees to receiving emails as they relate to the SB Loop program. If at any time, the Participant wishes to unsubscribe from the participation-related notifications, they will have to terminate their participation in the SB Loop program.
 - (d) Participant understands that the remaining lease amount not covered by SBCTA's subsidy is billed by the Provider to the vanpool.
 - (e) The Vanpool Coordinator is responsible for maintaining the application information submitted into ridetheloop.com. Any changes in your contact information, employer information, passenger list, route, drop off or pickup locations, or scheduling information, shall be updated no later than five (5) business days after the change takes place.
 - (f) Should in the future you have changes to your vanpool's Primary Driver, Back Up Driver(s) or Reporter(s), those persons will be required to submit an online Participation Agreement.
5. **SBCTA Agrees to:**
 - (a) Provide a monthly SB Loop Subsidy. The Subsidy shall be paid to Provider; Provider shall reduce the Vanpool Coordinator's monthly payment by the amount of the Subsidy.
 - (b) Provide to Participant through the online System, all guidelines, policies, rules, URLs for online web-access and report forms with instructions and schedules applicable to SB Loop.
 - (c) Collect, record and maintain all agreements, reports, surveys and other SB Loop correspondence.
 - (d) Promote, advertise and provide ridesharing referral services for SB Loop participation and vanpool seat availability.
 - (e) Through a review of the application process and when referring potential passengers to a vanpool, ensure that no person shall be denied the opportunity to participate in the vanpool because of race, creed, color sex, age, sexual orientation, disability, or employer group, or any other protected class under state or federal law.
6. **Term of Agreement.** This Agreement shall become effective on the date SBCTA notifies Participant of SB Loop approval and shall continue until terminated pursuant to the provisions of this Agreement.
7. **Reporting.** Participant shall complete and maintain records as required by SBCTA. SBCTA only accepts monthly reports/logs on SBCTA's online system at ridetheloop.com. Monthly Reports must be submitted into the System by 5:00 p.m. on the 5th day of each month for the previous month's vanpool operation. It is the responsibility of the Vanpool Coordinator to ensure accurate information is submitted for the reporting period. To continue to receive a Subsidy, monthly reporting must demonstrate that the vanpool has commuted a minimum of 12 days and maintained, on an average daily basis, at least 50% occupancy determined by the number of vanpool vehicle seats. SBCTA may reduce the Subsidy and/or terminate the vanpool and Subsidy when the vanpool's occupancy is less than the 50% for three consecutive months, or if the vanpool commutes less than 12 days during the reporting month.

8. **Public Access.**

(a) Non-discrimination. The vanpool is open to the public and must accept any person wishing to join the vanpool, provided that the vanpool has a vacant seat and that commuting schedules and routes are compatible. As such, Participant shall ensure that no person shall be denied the opportunity to participate in, nor be subject to discrimination in the conduct of the vanpool because of race, creed, color, sex, age, sexual orientation, disability, or employer group, or any other protected class under state or federal law. Any potentially discriminatory acts shall be reported to SBCTA immediately by contacting SBCTA at ridetheloop@gosbcta.com or calling 833-RIDETHELOOP (833.743.3843).

(b) No Screening of Referrals. Participant acknowledges and understands that SB Loop provides ridesharing referral services for vanpool seat availability but does not conduct character screening or background checks. SBCTA shall have no responsibility or liability for any acts or omissions of vanpool passengers or referrals.

9. **Accommodations for Riders with Disabilities.** Vanpools must comply with all requirements of the Federal Americans with Disabilities ACT (ADA). If a person with a disability applies for an existing vanpool vacancy, the vanpool Participants and Provider shall make reasonable accommodations to enable the individual to join the vanpool. SBCTA's Providers shall comply with this and all ADA requirements. Additional charges may apply to modify a leased vanpool to accommodate a rider with a disability, which SBCTA is not responsible for.

10. **Vanpool Use.** Personal use (non-work and/or vocational/post-secondary education destination commuting purposes) of the leased van may be permitted by Provider but shall not exceed 20% of total van miles traveled during a calendar month period. SBCTA may terminate Participant's enrollment, withhold subsidy payments, pursue claims, demands or lawsuits against Participant, and/or press criminal charges against any Participant who misreports vanpool use/operation or uses the vanpool and/or SB Loop in any unauthorized manner. Participant shall reimburse any expenses incurred by SBCTA as a result of Participant's inappropriate use of SB Loop.

11. **Indemnification.** Participant, in consideration of permission to participate in SB Loop, assumes full responsibility and all risk of damage, injury or loss, including death, which may result from participation in SB Loop. SBCTA, its directors, officers, employees and agents shall not be responsible for any liability arising from any act or omission of Participant, or Participant's employer, officers, agents, employees or subcontractors. Participant agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, its directors, officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all claims, actions, losses, damages and/or liability arising out of any vanpool-related activity, including acts, errors, or omissions of any person, and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. Participant's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

12. **Access to Records.** Participant authorizes its Provider to release to SBCTA SB Loop staff records pertaining to SB Loop, including, but not limited to: Primary Driver, Back Up Driver(s) and Vanpool Coordinator contact information; Vanpool Coordinator/Provider agreement; lease information; vehicle checklists and information; actual monthly invoice/billing statement; and any other documentation. Participant acknowledges that Participant's employer rideshare representative, Participant's Provider, and regional rideshare agency representatives may also view Participant's submittals to SBCTA, including, but not limited to reports, applications and forms.

13. **Other Subsidies/Incentives.** Participant acknowledges that by participating in SB Loop, Participants and vanpool passengers, are all ineligible for further subsidies from any other Vanpool Subsidy Program (including, but not limited to the Victor Valley Transit Authority, Los Angeles Metro, Orange County Transportation Authority, Riverside County Transportation Commission, San Diego Association of Governments, or the SunLine Transit Agency). Participant acknowledges that accepting subsidies from any of the above-mentioned programs shall immediately disqualify the vanpool from receipt of further SBCTA SB Loop subsidies. Participant further acknowledges that any employer-provided incentive or subsidy provided directly to Participants and/or the vanpool passengers (including, but not limited to the Federal Mass Transportation Benefits Program or MTBP) is permitted.

14. **Termination.**

- (a) By Vanpool Coordinator. Vanpool Coordinator may withdraw from SB Loop at any time, pursuant to Vanpool Coordinator's agreement with his/her Provider. Vanpool Coordinator may terminate this Agreement by emailing SBCTA at ridetheloop@gosbcta.com at least five (5) business days prior to withdrawing from SB Loop. SBCTA will prorate the subsidy during the last month of participation based on the number of days the vanpool was in operation that month. SBCTA will not release the last vanpool subsidy to the Provider until the final Participant report has been completed and submitted.
- (b) By Primary Driver or Reporter(s). A Primary Driver or Reporter(s) may withdraw from the vanpool after giving Vanpool Coordinator sufficient notice to enable Vanpool Coordinator to designate a replacement Primary Driver or Reporter(s) and emailing notice of their withdrawal to SBCTA, at ridetheloop@gosbcta.com at least five (5) days before withdrawing.
- (c) By SBCTA. SBCTA may terminate Participant enrollment and/or this Agreement immediately upon notice of termination, which may be by telephone, electronic mail or postal mail service to the current Participant address in the System. Subsidy payment for the final month of participation will be prorated based on the number of days the vanpool operated that month. SBCTA may terminate for any of the following reasons:
 - I. Misreporting of vanpool operation;
 - II. Unauthorized use of the vanpool or SB Loop;
 - III. Repeated failure to submit scheduled reports and/or records online to SBCTA;
 - IV. Operation of the leased vehicle becomes inconsistent with SB Loop eligibility requirements;
 - V. Failure to provide timely responses to reasonable requests for information such as, but not limited to, information listed in this Agreement;
 - VI. Failure to comply with this Agreement and its terms;
 - VII. Failure to comply with the most current version of the SB Loop Program Guidelines. The Guidelines may be modified from time to time; the latest version can be found on the System website; or
 - VIII. Discontinuance of vanpool operation during the term of Agreement.

15. **Participant expressly acknowledges that:**

- (a) SBCTA may deny funding for any new vanpool application in accordance with the SB Loop Program Guidelines, without any liability to Participant.
- (b) SBCTA may terminate the funding for Participant's vanpool if SBCTA deems that it is in the best interest of SBCTA to do so, without any liability to Participant.
- (c) SBCTA may discontinue SB Loop if funding is no longer available, or if for any other reason SBCTA deems discontinuance is in SBCTA's best interest, without any liability to Participant.
- (d) SBCTA may establish a wait list for SB Loop enrollment, change the SB Loop Program Guidelines, without any liability to Participant.
- (e) SBCTA may promote and advertise vanpool route information, schedule, origin and destination information, and seat availability to the general public for passenger solicitation purposes. SBCTA may

release the first and last name, e-mail and phone contact information of Participant to individuals interested in joining a vanpool. A member of the public who is not affiliated with your employer is entitled to be a passenger in a vanpool serving the geographical area that the vanpool travels to, if there is an opening and the work hours, origin, destination, and routes are compatible.

16. Miscellaneous.

- (a) SBCTA shall not act as arbiter of disputes among vanpool passengers.
- (b) Safety-related complaints shall be directed to the Provider, who will investigate and address the complaint within one business day. Primary and/or Back Up Drivers who exhibit unsafe driving practices may lose their vanpool driving privileges.
- (c) The SB Loop Program Guidelines, as modified by SBCTA from time to time and posted on the SBCTA Vanpool website, and the SB Loop Application as submitted by Participant and approved by SBCTA and available on the System website, are hereby incorporated into this Agreement, and, together with this Agreement, contain all of the terms and conditions of the Agreement between SBCTA and the Participant and supersede all prior verbal or written agreements and understandings between the Parties with respect to SB Loop.
- (d) Any changes or additions to this Agreement must be in writing and signed by all Parties.
- (e) The captions or headings on any paragraphs in this Agreement are for reference only and do not affect any of the terms and conditions of this Agreement.
- (f) Nothing in this Agreement shall be construed to limit the right of SBCTA to adjust or modify its services or perform any other lawful functions.
- (g) Nothing in this Agreement shall be construed to give rights to any person or entity that is not party to this Agreement.
- (h) In the event of conflicting provisions, the following order of precedence will apply:
 - i. The Participation Agreement,
 - ii. SB Loop Program Guidelines,
 - iii. SB Loop Application.

17. Participant Authorization. By checking the box below and writing my name in Section 18 below, and submitting this Agreement, I represent that I am authorized to enter into this Agreement, the information provided herein is true, and I have read and understand the above terms and conditions.

☒ I Agree

18. Participant Signature. Enter your full legal name (at a minimum your first and last name) below, which serves as a digital signature. The use of a digital signature shall have the same force and effect as the use of a manual signature.

Participant Signature

Date

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SUBMIT

PRINT THIS AGREEMENT