

AGENDA

General Policy Committee Meeting

March 11, 2026

*******Start Time: 9:00 a.m. (CLOSED SESSION)*******

1170 W. 3rd Street, 2nd Fl. (The Super Chief), San Bernardino, CA 92410

*****Convene Regular Meeting immediately following Closed Session*****

Location

San Bernardino County Transportation Authority
First Floor Lobby Board Room
1170 W. 3rd Street, San Bernardino, CA 92410

General Policy Committee Membership

Chair – Vice President

Joe Baca, Jr., Supervisor
County of San Bernardino

President

Rick Denison, Council Member
Town of Yucca Valley

Past President

Ray Marquez, Vice Mayor
City of Chino Hills

West Valley Representatives

John Dutrey, Mayor
City of Montclair

Alan Wapner, Mayor Pro Tem
City of Ontario

Curt Hagman, Supervisor
County of San Bernardino

Mt./Desert Representatives

Art Bishop, Council Member
Town of Apple Valley

Josh Pullen, Mayor Pro Tem
City of Hesperia

Dawn Rowe, Supervisor
County of San Bernardino

East Valley Representatives

Frank Navarro, Mayor
City of Colton

Larry McCallon, Council Member
City of Highland

Helen Tran, Mayor
City of San Bernardino

**San Bernardino County Transportation Authority
San Bernardino Council of Governments**

AGENDA

General Policy Committee Meeting

March 11, 2026

9:00 AM

*****9:00 AM (CLOSED SESSION)*****

1170 W. 3rd Street, 2nd Fl (The Super Chief), San Bernardino, CA

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Colleen Franco

Unrepresented Employee: All Unrepresented Employees of SBCTA

***** Convene Regular Meeting immediately following Closed Session *****

1170 W. 3rd Street, 1st Floor Lobby Board Room, San Bernardino

Items listed on the agenda are intended to give notice to members of the public of a general description of matters to be discussed or acted upon. The posting of the recommended actions does not indicate what action will be taken. The Board may take any action that it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action.

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional *“Meeting Procedures”* and agenda explanations are attached to the end of this agenda.

CALL TO ORDER

(Meeting Chaired by Joe Baca Jr.)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications – Stephanie Lizama

Public Comment

Brief Comments from the General Public

Possible Conflict of Interest Issues

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

1. Information Relative to Possible Conflict of Interest

Pg. 12

Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

This item is prepared monthly for review by Board and Committee members.

INFORMATIONAL ITEMS

Items listed are receive and file items and are expected to be routine and non-controversial. Unlike the Consent Calendar, items listed as Informational Items do not require a vote.

2. January 2026 Procurement Report

Pg. 13

Receive the January 2026 Procurement Report.

Presenter: Alicia Bullock

This item is not scheduled for review by any other policy committee or technical advisory committee.

DISCUSSION ITEMS

Discussion - Administrative Matters

3. Revise Policy No. 10111 - Work Requirements, Leaves, and Absences

Pg. 21

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Approve revisions to SBCTA Policy No. 10111 – Work Requirements, Leaves, and Absences Policy.

Presenter: Colleen Franco

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel has reviewed this item and the draft policy revisions.

4. Qualifying Projects in the City of Barstow as Eligible Under Measure I

Pg. 67

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

Authorize the Executive Director to sign a letter confirming that projects in the City of Barstow's Pavement Management Plan report showing the road conditions and the attached project details, are eligible projects for Measure I Local Streets funds and that such funds may be used to pay financing costs of the projects through the City of Barstow Local Measure I Transportation Sales Tax Revenue Certificates of Participation, Series 2026.

Presenter: Michael Hernandez

This item is not scheduled for review by any other policy committee or technical advisory committee.

5. Fiscal Year 2025/2026 Budget Amendments

Pg. 71

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

A. Approve an amendment to the Fiscal Year 2025/2026 Budget for Task No. 0430 - Risk Management to decrease local project funds (Fund 6010) by \$103,000 and to increase Rail Asset funds (Fund 1080) by \$103,000, for a zero net increase to the fiscal year budget.

B. Approve an amendment to the Fiscal Year 2025/2026 Budget for Task No. 0315 – Transit Capital to decrease Federal Transit Administration Section 5307 (Fund 2120) by \$659,692 and Federal Transit Administration 5307 – Congestion and Mitigation Air Quality (Fund 2122) by \$7,444,120, and increase Measure I Valley Fund – Bus Rapid Transit (Fund 4160) by \$6,103,812 and Affordable Housing and Sustainable Communities (Fund 2645) fund by \$2,000,000, for a zero net increase to the fiscal year budget.

C. Approve an amendment to the Fiscal Year 2025/2026 Budget for Task No. 0314 – Transit Operations to decrease Measure I Valley Fund – Metrolink/Rail Service (Fund 4150) by \$5,592,000 and to increase Senate Bill 125 – Transit and Intercity Rail Capital Program funds (Fund 2750) by \$5,592,000, for a zero net increase to the fiscal year budget.

D. Approve an amendment to the Fiscal Year 2025/2026 Budget for Task No. 0750 – I-10 Express Lanes Operation to increase I-10 Express Lanes Contract 1 fund (Fund 7550) by \$1,500,000, for a \$1,500,000 net increase to the fiscal year budget.

E. Approve an amendment to the Fiscal Year 2025/2026 Budget for Task No. 0550 – Allocations/Pass-Throughs to increase the budget by \$2,449,000 to be funded by an increase in anticipated Measure I (MSI) sales tax revenue for the Local Street Pass Through Programs in the Valley, Victor Valley, North Desert, and Mountain Subareas of the County of San Bernardino (County) (Funds 4140, 4240, 4340, and 4640, respectively).

F. Approve an amendment to the Fiscal Year 2025/2026 Budget for Task No. 0310 – Transit Allocations/Pass-Throughs to increase the budget by \$185,000 to be funded by an increase in anticipated MSI sales tax revenue for the Senior and Disabled Transit Service Programs in the Victor Valley, North Desert, and Mountain Subareas of the County (Funds 4270, 4370, and 4670, respectively).

G. Approve reclassification of the Director of Planning and Regional Programs and Deputy Director of Planning classifications.

Presenter: Michael Hernandez

This item is not scheduled for review by any other policy committee or technical advisory committee.

6. Investment Policy No. 20100

Pg. 76

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA), effective July 1, 2026:

A. Approve revised Investment Policy No. 20100, with one revision to Section IX.G.

B. Delegate to SBCTA’s Chief Financial Officer, who shall serve as SBCTA’s Treasurer, authority for a one-year period to invest or reinvest SBCTA funds and to sell or exchange securities so purchased, pursuant to Policy No. 20100.

That the General Policy Committee recommend the Board, acting as the San Bernardino Council of Governments (SBCOG), effective July 1, 2026:

C. Reauthorize pooling SBCOG funds with SBCTA funds, to be invested in accordance with SBCTA’s Investment Policy No. 20100.

Agenda Item 6 (cont.)

D. Delegate to SBCTA’s Chief Financial Officer, who shall serve as SBCOG’s Treasurer, authority for a one-year period to invest or reinvest SBCOG funds and to sell or exchange securities so purchased, pursuant to Policy No. 20100.

Presenter: Michael Hernandez

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel has reviewed this item and the policy.

7. Fiscal Year 2025/2026 Budget Action Plan - Third Quarter Report

Pg. 97

Receive the Fiscal Year 2025/2026 Budget Action Plan – Third Quarter Report.

Presenter: Carrie Schindler

This item is not scheduled for any other policy committee or technical advisory committee review.

8. SBCTA/SBCOG Strategic Goals

Pg. 109

Review and provide input on the proposed SBCTA/SBCOG Strategic Goals for incorporation into and memorialization within the Fiscal Year 2026/2027 Budget.

Presenter: Carrie Schindler

This item is not scheduled for review by any other policy committee or technical advisory committee.

9. Memberships to Regional, State, and National Organizations

Pg. 113

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG):

Approve the SBCTA and SBCOG memberships to regional, state, and national organizations as listed below.

Presenter: Carrie Schindler

This item is not scheduled for review by any other policy or technical advisory committee.

Discussion - Air Quality/Traveler Services

10. Amendment No. 1 to Contract No. 20-1002311 Southern California 511 Traveler Information System Services

Pg. 119

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Authorize the Executive Director, or her designee, to finalize and execute Amendment No. 1 to Agreement No. 20-1002311 between the Los Angeles County Service Authority for Freeway Emergencies, Riverside County Transportation Commission, and SBCTA, regarding the provision of Southern California 511 Traveler Information System Services, to extend the term to June 30, 2031 and increase the agreement amount by \$834,235 for a new not-to-exceed amount of \$1,449,411, subject to approval as to form by SBCTA General Counsel, to be funded by the Department of Motor Vehicle Service Authority for Freeway Emergency Vehicle Registration Fees.

Presenter: Rana Semaan

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

11. Long-term Budget Update for the Freeway Service Patrol Program

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Receive an update on the proposed Freeway Service Patrol Program long-term budget.

Presenter: Rana Semaan

This item is not scheduled for review by any other policy committee or technical advisory committee.

Discussion - Regional/Subregional Planning

12. Contract No. 26-1003358 with Fehr & Peers for the San Bernardino County Senate Bill 960: 360° Implementation Plan

Pg. 131

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

Approve Contract No. 26-1003358 with Fehr and Peers for the development of the San Bernardino County Senate Bill (SB) 960: 360° Implementation Plan, for an amount not-to-exceed \$694,802.81 and term ending June 30, 2028, to be funded with SB 1 Sustainable Communities Grant funds.

Presenter: Richard Berger

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract.

Discussion - Council of Governments

13. Grant Writing and Grant Management Services Request for Proposals

Pg. 172

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Council of Governments (SBCOG):

Approve the release of Request for Proposals No. 26-1003432 for Grant Writing and Grant Management Services, to be funded with SBCOG General Assessment Dues and Local Transportation Fund-Planning funds.

Presenter: Dulce Spencer

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA/SBCOG General Counsel and Procurement Manager have reviewed this item and the draft RFP.

Discussion - Legislative/Public Outreach

14. Cooperative Agreement Contract No. 26-1003442 for Route 66 Centennial Celebration

Pg. 180

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Approve Cooperative Agreement No. 26-1003442 between SBCTA and San Bernardino County for the Route 66 Centennial Celebration in the amount of \$113,800.00, to be funded by Local Funds – San Bernardino County.

Presenter: Otis Greer

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel has reviewed this item and draft agreement.

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance

Acronym List

Mission Statement

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The next General Policy Committee meeting is scheduled for April 8, 2026.

Meeting Procedures and Rules of Conduct

Meeting Procedures - The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility & Language Assistance - The meeting facility is accessible to persons with disabilities. A designated area is reserved with a microphone that is ADA accessible for public speaking. A designated section is available for wheelchairs in the west side of the boardroom gallery. If assistive listening devices, other auxiliary aids or language assistance services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk can be reached by phone at (909) 884-8276 or via email at clerkoftheboard@gosbcta.com and the office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Service animals are permitted on SBCTA's premises. The ADA defines service animals as dogs or miniature horses that are individually trained to do work or perform tasks for people with disabilities. Under the ADA, service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work, or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Members of the Board of Directors and any Policy Committee with a disability may participate in any meetings of their respective legislative bodies by remote participation as a reasonable accommodation in accordance with Government Code Sec. 54953(c).

Accesibilidad y asistencia en otros idiomas - Las personas con discapacidad pueden acceder a la sala de reuniones. Se reserva una zona designada con un micrófono accesible que cumple con los requisitos de la ADA para hablar en público. Una sección designada está disponible para sillas de ruedas en el lado oeste de la galería de la sala de reuniones. Si se necesitan dispositivos de ayuda auditiva, otras ayudas auxiliares o servicios de asistencia en otros idiomas para participar en la reunión pública, las solicitudes deben presentarse al Secretario de la Junta al menos tres (3) días hábiles antes de la fecha de la reunión de la Junta. Puede comunicarse con el Secretario llamando al (909) 884-8276 o enviando un correo electrónico a clerkoftheboard@gosbcta.com. La oficina se encuentra en 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Los animales de servicio están permitidos en las instalaciones de SBCTA. La ADA define a los animales de servicio como perros o caballos miniatura que son entrenados individualmente para hacer trabajo o realizar tareas para personas con discapacidades. Según la ADA, los animales de servicio deben tener un arnés o ser atados, a menos que estos dispositivos interfieran con el trabajo del animal de servicio, o que la discapacidad de la persona impida el uso de estos dispositivos. En ese caso, la persona debe mantener el control del animal a través de su voz, señales u otros controles efectivos.

Los miembros de la Junta Directiva y de cualquier Comité de Políticas que tengan una discapacidad podrán participar en cualquier reunión de sus respectivos órganos legislativos mediante participación remota como una adaptación razonable de conformidad con el artículo 54953(c) del Código de Gobierno.

Agendas – All agendas are posted at www.gosbcta.com/board/meetings-agendas/ at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed online at that web address. Agendas are also posted at 1170 W. 3rd Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting.

Agenda Actions – Items listed on both the “Consent Calendar” and “Discussion” contain recommended actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken as provided in the Ralph M. Brown Act Government Code Sec. 54954.2(b).

Closed Session Agenda Items – Consideration of closed session items excludes members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the President of the Board or Committee Chair (“President”) will announce the subject matter of the closed session. If reportable action is taken in closed session, the President shall report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals in attendance at SBCTA who desire to speak on an item may complete and turn in a "Request to Speak" form, specifying each item an individual wishes to speak on. Individuals may also indicate their desire to speak on an agenda item when the President asks for public comment. When recognized by the President, speakers should be prepared to step forward and announce their name for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The President or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Any individual who wishes to share written information with the Board may provide 35 copies to the Clerk of the Board for distribution. If providing written information for distribution to the Board, such information must be emailed to the Clerk of the Board, at clerkoftheboard@gosbcta.com, no later than 2:00 pm the day before the meeting in order to allow sufficient time to distribute the information. Written information received after the 2:00 pm deadline will not be distributed. Information provided as public testimony is not read into the record by the Clerk. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda. Any consent item that is pulled for discussion shall be treated as a discussion item, allowing further public comment from any members of the public who haven't already commented on the item during the meeting.

Public Comment –An opportunity is also provided for members of the public to speak on any subject within the Board’s jurisdiction. Matters raised under “Public Comment” will not be acted upon at that meeting. See “Public Testimony on an Item” and “Agenda Actions”, above.

Disruptive or Prohibited Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the President may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive or prohibited conduct includes without limitation addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, bringing into the meeting any type of object that could be used as a weapon, including without limitation sticks affixed to signs, or otherwise preventing the Board from conducting its meeting in an orderly manner.

Your cooperation is appreciated!

**General Practices for Conducting Meetings
of
Board of Directors and Policy Committees**

Attendance.

- The President of the Board or Chair of a Policy Committee (Chair) has the option of taking attendance by Roll Call. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name.
- A Member/Alternate who arrives after attendance is taken shall announce his/her name prior to voting on any item.
- A Member/Alternate who wishes to leave the meeting after attendance is taken but before remaining items are voted on shall announce his/her name and that he/she is leaving the meeting.

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee. Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.
- The “aye” votes in favor of the motion shall be made collectively. Any Member who wishes to oppose or abstain from voting on the motion shall individually and orally state the Member’s “nay” vote or abstention. Members present who do not individually and orally state their “nay” vote or abstention shall be deemed, and reported to the public, to have voted “aye” on the motion.
- Votes at teleconferenced meetings shall be by roll call, pursuant to the Brown Act, or, at any meeting, upon the demand of five official representatives present or at the discretion of the presiding officer.

The Vote as specified in the SBCTA Administrative Code and SANBAG Bylaws.

- Each Member of the Board of Directors shall have one vote. In the absence of the official representative, the Alternate shall be entitled to vote. (Note that Alternates may vote only at meetings of the Board of Directors, Metro Valley Study Session and Mountain/Desert Policy Committee.)

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the Chair shall ask the maker of the original motion if he or she would like to amend the motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is voted upon first, and if it fails, then the original motion is considered.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

- At times, a Member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively, and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair.

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time to time, circumstances may require deviation from general practice (but not from the Brown Act or agency policy).
- Deviation from general practice is at the discretion of the Chair.

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

Adopted By SANBAG Board of Directors January 2008

Revised March 2014

Revised May 4, 2016

Revised June 7, 2023

Minute Action

AGENDA ITEM: 1

Date: *March 11, 2026*

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

Background:

In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$500 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
12	26-1003358	Fehr & Peers, Inc. <i>Jason Pack</i> <i>Sarah Brandenburg</i> <i>Trevor Lien</i> <i>Sean Reseigh</i>	Costin Public Outreach Mark Thomas & Company

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

This item is prepared monthly for review by Board and Committee members.

Responsible Staff:

Andrea Zureick, Deputy Executive Director

Approved
General Policy Committee
Date: March 11, 2026

Witnessed By:

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: *March 11, 2026*

Subject:

January 2026 Procurement Report

Recommendation:

Receive the January 2026 Procurement Report.

Background:

The Board of Directors (Board) adopted the Contracting and Procurement Policy (Policy No.1000) on January 3, 1997, and approved the last revision on October 1, 2025. The Board authorized the Executive Director, or her designee, to approve: a) contracts and purchase orders up to \$100,000; b) Contract Task Orders (CTO) up to \$500,000 and for CTOs originally \$500,000 or more, increasing the CTO amount up to \$250,000; c) amendments with a zero dollar value; d) amendments to exercise the option term if the option term was approved by the Board in the original contract; e) amendments that cumulatively do-not-exceed 50% of the original contract or purchase order value or \$100,000, whichever is less; f) amendments that do-not-exceed contingency amounts authorized by the Board; and g) release Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitation for Bids (IFB) for proposed contracts from which funding has been approved and the solicitation has been listed in the Annual Budget, and are estimated not-to-exceed \$1,000,000.

The Board further authorized General Counsel to award and execute legal services contracts up to \$100,000 with outside counsel as needed, and authorized Department Directors to approve and execute Contingency Amendments that do-not-exceed contingency amounts authorized by the Board of Directors.

Lastly, the Board authorized CityCom Real Estate Services, Inc. (CityCom) to issue contracts and purchase orders.

Below is a summary of the actions taken by SBCTA authorized staff:

- Three new contracts were executed.
- Five contract amendments were executed.
- Five CTO's were executed.
- Four CTO amendments were executed.
- Two contingency amendments were executed.
- Three purchase orders were executed.
- No purchase order amendments were executed.
- No IFBs/RFPs were released.

Below is a summary of the actions taken by CityCom:

- No new contracts were executed.
- Two new purchase orders were executed.

A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director, and/or General Counsel during the month of January 2026 are presented

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority

General Policy Committee Agenda Item

March 11, 2026

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herein as Attachment A, all RFPs and IFBs are presented in Attachment B, and all CityCom’s contracts and purchase orders are presented in Attachment C.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Alicia Bullock, Procurement Manager

Approved
General Policy Committee
Date: March 11, 2026

Witnessed By:

Attachment A - 1
January 2026 Contract/Amendment/CTO Actions

Type	Contract Number	Amendment/CTO	Vendor Name	Contract Description	Original Amount	Prior Amendments	Current Amendment	Total Amount	Total On-Call Contract Amount*
Contract	25-1003286		Charlesworth Consulting, LLC	On-Call Risk Management Services.	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	N/A
Contract	26-1003430		San Bernardino Historical and Pioneer Society	Museum Space Lease Agreement.	\$ 9,180.00	\$ -	\$ -	\$ 9,180.00	N/A
Contract	26-1003434		Best, Best and Krieger LLP	Legal Advisement Regarding Vehicle Miles Traveled Mitigation Bank Development and Implementation.	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	N/A
Contract Amendment	23-1002894	5	Desert Xpress Enterprises, LLC	To extend deadline to close of escrow for the Disposition and Development Agreement for Brightline West High-speed Rail.	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	N/A
Contract Amendment	22-1002776	2	South Coast Air Quality Management District	For a time extension on Hydrogen Infrastructure Partnership Program Grant Agreement.	\$ 1,662,000.00	\$ -	\$ -	\$ 1,662,000.00	N/A
Contract Amendment	15-1001119	6	City of Barstow	To extend termination date through the anticipated project close-out for the North First Avenue Bridge Over BNSF.	\$ 4,927,092.00	\$ (2,659,681.00)	\$ -	\$ 2,267,411.00	N/A
Contract Amendment	21-1002477	1	San Bernardino County	To extend the termination date for Stanfield Cutoff Roundabout Cooperative Agreement.	\$ -	\$ -	\$ -	\$ -	N/A
Contract Amendment	23-1002896	2	San Bernardino County	Implement two initiatives utilizing unspent funds for the Smart County Master Plan Implementation Memorandum of Understanding.	\$ 1,000,000.00	\$ -	\$ -	\$ 1,000,000.00	N/A
CTO	25-1003265	2	Costin Public Outreach Group, Inc.	Plan and Facilitate SBCOG 5-Year Workplan Small Business Vendor Fairs.	\$ 290,000.00	\$ -	\$ -	\$ 290,000.00	\$2,055,800.00 (available \$1,540,800.00)
CTO	23-1002995	27	Costin Public Outreach Group, Inc.	To provide outreach support for Measure I Route 66 - 100 Year Anniversary.	\$ 227,600.00	\$ -	\$ -	\$ 227,600.00	\$5,000,000.00 (available \$1,199,606.20)
CTO	23-1002995	29	Costin Public Outreach Group, Inc.	To provide early community engagement/outreach support for the I-15 Cajon Pass Northbound Truck Climbing Lane.	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	\$5,000,000.00 (available \$1,152,356.20)
CTO	23-1002995	30	Costin Public Outreach Group, Inc.	To provide early community engagement/outreach support for the SR-18 Corridor Freight, Safety and Zero-Emission Project.	\$ 39,000.00	\$ -	\$ -	\$ 39,000.00	\$5,000,000.00 (available \$1,113,356.20)
CTO	23-1002995	31	Costin Public Outreach Group, Inc.	To provide marketing support for I-10 and I-15 Express Lanes.	\$ 400,350.00	\$ -	\$ -	\$ 400,350.00	\$5,000,000.00 (available \$700,256.20)
CTO Amendment	23-1002995	26.1	Costin Public Outreach Group, Inc.	To include polling effort in original Measure I outreach support.	\$ 200,000.00	\$ -	\$ 25,000.00	\$ 225,000.00	\$5,000,000.00 (available \$1,100,606.20)
CTO Amendment	22-1002705	6.1	Kleinfelder Construction Services	To increase CTO amount for SR 210 Waterman Avenue Construction Management Services.	\$ 827,949.02	\$ -	\$ 250,000.00	\$ 1,077,949.02	\$5,000,000.00 (available \$1,707,590.57)
CTO Amendment	23-1002904	7.3	Mott MacDonald	To increase CTO amount to include additional items for ZEMU Project Program Management Services.	\$ 500,000.00	\$ 2,750,000.00	\$ 250,000.00	\$ 3,500,000.00	20,000,000.00 (available \$8,180,295.00)

*Total amount authorized for the associated on-call services bench which is typically shared with multiple vendors and controlled via contract task orders (CTO).

Attachment A - 1
January 2026 Contract/Amendment/CTO Actions

Type	Contract Number	Amendment/CTO	Vendor Name	Contract Description	Original Amount	Prior Amendments	Current Amendment	Total Amount	Total On-Call Contract Amount*
CTO Amendment	25-1003210	1.1	Crowe LLP	To extend CTO completion date for Freeway Service Payroll Verification Audit Services.	\$ 27,779.00	\$ -	\$ -	\$ 27,779.00	\$800,000.00 (available \$733,022.00)

Attachment: January 2026 Procurement Report - PDF (12213 : January 2026 Procurement Report)

*Total amount authorized for the associated on-call services bench which is typically shared with multiple vendors and controlled via contract task orders (CTO).

**Attachment A - 2
January 2026 Contingency Released Actions**

Contract No. & Contingency No.	Reason for Contingency Amendment (Include a Description of the Contingency Amendment)	Vendor Name	Original Contract Amount	Prior Amendments	Prior Contingencies	Current Contingencies	Amended Contract Amount
20-1002342 No. 1A	For continued Construction Management Services to account for schedule impacts due to limited work windows provided by UPRR for I-10 Cedar Avenue Interchange Project.	WSP USA, Inc.	\$ 10,341,100.00	\$ -	\$ -	\$ 1,034,100.00	\$ 11,375,200.00
16-1001530 No. 5P	To ensure sufficient funding for continued Project Construction Management Support through summer 2026 for the I-10 Corridor Freight and Express Lanes Contract 1.	HNTB Corporation	\$ 40,000,000.00	\$ 29,021,019.78	\$ 8,398,560.00	\$ 1,601,440.00	\$ 79,021,019.78

Attachment: January 2026 Procurement Report - PDF (12213 : January 2026 Procurement Report)

Attachment A - 3

January 2026 Purchase Order and Purchase Order Amendment Actions

Type	PO No.	PO Posting Date	Vendor Name	Description of Services	Original Purchase Order Amount	Prior Amendments	Current Amendment	Total Purchase Order Amount
New PO	4002693	1/13/2026	Integraph Corporation	Ecosys Software Maintenance Support.	\$ 29,560.00			\$ 299,560.00
New PO	4002696	1/23/2026	Western Audio Visual & Security	Additional Microphones for Board Room.	\$ 23,375.52			\$ 23,375.52
New PO	4002697	1/21/2026	Carl Warren and Company, LLC	Data Transfer of Claim Files to New Firm.	\$ 5,980.00			\$ 5,980.00

Attachment: January 2026 Procurement Report - PDF (12213 : January 2026 Procurement Report)

Attachment B
January 2026 RFP's, RFQ's and IFB's

Release Date	RFP/RFQ/IFB No.	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
None				

Attachment C

January 2026 CityCom's Issued Purchase Orders/Contracts

PO/Contract No.	Vendor Name	Description of Services	Total Amount
PO SBCTA52419	Weatherite Corp.	Air Conditioning ductwork for office 31A (Adjust to correct and improve air flow & add new registers).	\$ 9,220.00
PO SBCTA52549	Boudreau Pipeline Corp.	Storm drain maintenance in the parking lot.	\$ 3,440.00

Minute Action

AGENDA ITEM: 3

Date: *March 11, 2026*

Subject:

Revise Policy No. 10111 - Work Requirements, Leaves, and Absences

Recommendation:

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Approve revisions to SBCTA Policy No. 10111 – Work Requirements, Leaves, and Absences Policy.

Background:

This policy establishes standards related to work requirements, leaves, and absence practices of the San Bernardino County Transportation Authority. This revision is being presented to ensure compliance with state leave laws and to clarify the existing policy.

The policy document is attached and significant changes are summarized below. The changes are also noted in the Revision History found at the end of the policy.

- Added definition to Definitions Section IV to include Qualifying Acts of Violence.
- Revised Holiday Leave section to establish a clear priority for leave usage, requiring employees to exhaust accrued holiday leave before utilizing vacation or administrative leave. This is a non-substantive update that incorporates into policy a leave-usage requirement that is already addressed in the procedure.
- Revised Family Medical Leave section on Substitution of Paid Accrued Leaves for clarity and readability; no changes to existing requirements or practices are intended.
- Revised Jury Duty and Witness Leave and Leave for Victims of Qualifying Act of Violence to incorporate the requirements of California Assembly Bill 406, which expands employee leave protections related to jury service, court appearances, and certain criminal-related proceedings. The update ensures the policy accurately reflects current state law regarding permissible uses of leave and employee rights in these situations.

Financial Impact:

This item is consistent with the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel has reviewed this item and the draft policy revisions.

Responsible Staff:

Colleen Franco, Director of Management Services

Approved
General Policy Committee
Date: March 11, 2026

Witnessed By:

Entity: San Bernardino County Transportation Authority

San Bernardino County Transportation Authority	Policy	10111
Adopted by the Board of Directors April 3, 1991	Revised	09/04/24 04/01/26
Work Requirements, Leaves, and Absences	Revision No.	16 17

Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SBCTA Intranet.

Table of Contents Purpose Authorization References Definitions Work Standards Vacation Leave Sick Leave Medical Emergency Leave Administrative Leave Holiday Leave Pregnancy Disability Leave Reproductive Loss Leave Family Medical Leave Blood Donor Leave Jury Duty and Witness Leave Leave for Victims of Domestic Violence, Sexual Assault, and Stalking Military Leave Special Leave Unauthorized Absence Paid Administrative Leave School Related Leave Bereavement Leave Revision History
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I. PURPOSE

The purpose of this policy is to establish standards for work requirements, leaves, and absences.

II. AUTHORIZATION

The Executive Director is authorized to implement and interpret this policy on behalf of the agency.

III. REFERENCES

- Policy 10107, Compensation Administration
- Policy 10110, Employment Status and Classification
- Policy 10112, Retirement Medical Trust Fund
- Policy 10120, Employee 9/80 Alternative Work Schedule Program
- Policy 10122-1, Flexible Benefit Plan

IV. DEFINITIONS

Note: Refer to Policy 10110 for definitions of exempt, non-exempt, regular, and temporary employees.

Administrative Leave: Administrative leave is a leave of absence with pay earned as a condition of employment as a regular exempt employee and is granted to compensate for additional hours worked.

Bereavement Leave: An authorized absence from work for up to five days for eligible employees in the event of a death in their immediate family.

California Family Rights Act (CFRA): The State law governing an employee’s right to an unpaid leave of absence for a serious health condition of the employee, child, spouse, domestic partner, parent, parent-in-law, grandparent, grandchild, sibling, or someone else related by blood or in a family-like relationship (“designated person”) of the employee, the birth of a child to an employee, the care of a newborn by the employee, or the placement of a child with an employee in connection with adoption or foster care.

Designated Person: Pursuant to CFRA, a Designated Person is defined as an individual related to the employee by blood or whose association with the employee is equivalent to a family relationship. Employees requesting sick time or CFRA leave to care for a Designated Person must identify the designated person at the time of request for leave.

Fair Labor Standards Act (FLSA): The Federal law that establishes minimum wage, overtime pay, recordkeeping, and child labor standards affecting employees.

Family Medical Leave Act (FMLA): The Federal law governing employees’ right of unpaid leave of absence for birth or placement of an adoptive or foster child, care for a spouse, child, or parent with a serious health condition, or to obtain treatment and otherwise recover from an employee’s own serious

health condition, for military family leave for the care of a covered servicemember with a serious injury or illness, or due to a qualifying exigency arising out of the fact that the employee's spouse, child, or parent has been called up to active duty. The FMLA also provides guidelines regarding continuance of health care benefits during FMLA leave, if health care coverage is a benefit granted to the employee. FMLA also provides guidelines for return to work status to the employee to the same or similar position.

Immediate Family Members: Defined as a relative of the employee to include the spouse, registered domestic partner, children (including adopted, stepchildren, foster children, legal wards, and children of a registered domestic partner), parents (including adopted, stepparents, foster parents, and legal guardians of employee), parent-in-law, grandparents, grandchild, and siblings.

Medical Emergency Leave: Authorized absence from duty with pay due to emergency or catastrophic health conditions funded by the donation of sick leave from other SBCTA employees.

Military Leave: Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, inactive duty for training (weekend drills), and full-time National Guard duty.

Normal Workday: The normal workday for full-time, regular employees not on an Alternative Work Schedule (AWS) will be 8-hours in a workday, Monday through Friday, excluding holidays. (refer to Policy 10120 for workday requirements for 9/80 AWS).

Pregnancy Disability Leave (PDL): Leave for an employee who is disabled because of pregnancy, childbirth, or related medical condition as defined by the Fair Employment and Housing Act. PDL is a right of employees regardless of time or status of employment. PDL also provides guidelines on return to work status for the employee to the same or similar position.

Qualifying Acts of Violence: Includes domestic violence, sexual assault, and stalking. Additionally, it encompasses any act, conduct, or pattern of conduct that involves inflicting bodily injury or death, exhibiting a firearm or other dangerous weapon, or making a threat to cause physical injury or death.

Reproductive Loss Leave: Leave to which an employee is entitled following a reproductive loss event.

Rest Periods: A time when the employee is still at work but relieved of duty for a paid ten-minute break for each four-hour period worked.

Sick Leave: An authorized paid absence from work: (1) for the diagnosis, care or treatment of an existing health condition of or preventive care for an employee; (2) to provide care or assistance to an Immediate Family Member or Designated Person with an illness, injury, or medical condition, including assisting in obtaining professional diagnosis or treatment of a medical condition or preventative care; (3) for an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes set forth in Section XVI below; or (4) for Bereavement Leave as defined in this policy.

Vacation Leave: Vacation leave is a benefit, earned as a condition of employment as a regular employee, leave of absence with pay for the recreation and well-being of the employee. Vacation leave may be used for Bereavement Leave as defined in this policy.

Work Week: For the purpose of this policy, "week" and "workweek" mean the employee's usual or normal work schedule constituting a 40-hour time period, Monday through Friday, excluding holidays. (Refer to Policy 10120 for the definition of Workday and Work Week for 9/80 AWS.)

V. WORK STANDARDS, WORK SCHEDULES, BREAK AND LUNCH PERIODS

A. Work Standards

1. **Regular Employees.** The Executive Director is authorized to modify the established workday as deemed appropriate to accommodate special circumstances. The supervisor determines the workday for regular part-time employees.

a. Each employee is responsible for documenting actual hours worked on his/her timesheet, on a daily basis.

b. Supervisors must consider minimum staffing requirements of the agency when approving leaves or absences for any employee.

2. **Temporary Employees.** Temporary employees are assigned a schedule by their supervisor that best suits the situation for which they were hired. Temporary employee work hours may fluctuate based on workload and project schedules and will be assigned a work schedule to meet the needs of the agency. Work performed as overtime or compensatory time by temporary employees will be paid according to SBCTA policy on Compensatory Time Off/Overtime Pay. (Refer to Policy 10109 – Compensatory Time Off/Overtime Pay.)

B. Work Requirements

1. **Exempt Employees.** Exempt employees are required to account for a minimum of 80 hours per pay period (including leave hours used as sick, vacation, administrative, or holiday leave). It is expected that exempt employees will work, on average, more than 80 hours per pay period. Exempt employees may, subject to provisions of this policy, adjust their normal workday to accommodate work requirements, external demands, and travel schedules. Exempt employees may also be asked to modify their schedule, delay their vacation, or work extra hours to ensure the office is manned when circumstances warrant the additional work time.
2. **Non-Exempt Employees.** Non-exempt employee schedules may be changed to meet agency needs.

Any work performed beyond the employee's regular work day and/or as overtime or compensatory time requires pre-approval by the supervisor. Should overtime result from such work, it will be paid according to the SBCTA policy on Compensatory Time Off/Overtime Pay. (Refer to Policy 10109 – Compensatory Time Off/Overtime Pay.)

Employees earning compensatory time must use this accrual prior to taking vacation leave.

- C. **Break and Lunch Periods.** All employees are afforded lunch and break periods. Non-exempt employees scheduled to work six or more hours in a workday will be scheduled for a ~~one-hour~~ lunch period no less than 30 minutes, for which wages will not be paid. ~~Supervisors may reduce the lunch period to less than one hour, but no less than 30 minutes, due to workload demands.~~ Each non-exempt employee scheduled to work for at least four hours is entitled to a 10-minute break for every four hours worked. Overtime will be calculated to include the 10-minute break but will not be calculated to include a lunch period.

VI. VACATION LEAVE

Employees in regular full-time positions accrue vacation leave as listed in Table 1. Part-time regular employees accrue vacation leave at a pro-rated rate depending on hours worked and based upon the accrual applicable to regular full-time employees. Once a regular part-time employee reaches the pro-rated accrual cap, they stop earning vacation.

Vacation Leave, Table 1

Length of Service from Benefit Date	Full Time	
	Annual Vacation Allowance	Maximum Unused Balance Allowed
- From start of hire through year four (from 0 to 8,320 service hours)	80 hours	160 hours
- From year five through year 9 (from over 8,320 to 18,720 service hours)	120 hours	240 hours
- Greater than nine years (over 18,720 service hours)	160 hours	320 hours

- A. Vacation leave accrues from first day of hire but is not available for use by employee until three months after hire or upon completion of a probationary period (if applicable), at the discretion of the supervisor.
- B. All accrued vacation leave will be paid upon retirement, separation, or death of the employee at his or her rate of pay at the time of retirement, separation, or death.

- C. Unless approved by the Executive Director, employees who resign, separate, or retire from service, or are terminated shall not be allowed to use vacation leave to extend their employment past the last date of work.
- D. The Executive Director is authorized to credit new employees with prior public service based upon previous employment for purposes of setting the vacation accrual rate. The Executive Director is also authorized to credit new employees for contract service with SBCTA for the purpose of establishing vacation accrual rate.
- E. Excess vacation leave may be converted to cash. The minimum amount of vacation leave that can be converted to cash is 40 hours.
1. Employees wishing to convert vacation leave to cash must state in writing (using the "Leave Cash-Out Election Agreement" form for the upcoming calendar year) to Finance before December 31st of each calendar year, the total amount of vacation hours to be earned in the next calendar year that the employee wishes to convert to cash. The employee's election is irrevocable.
 2. A ten percent penalty on leave cash-outs will be imposed for any cash-out that is not irrevocably elected in the prior calendar year. This requirement is mandated by the Internal Revenue Code.
 3. An employee may convert vacation leave to cash on a quarterly basis provided that a minimum of 40 hours for regular full-time employees or half the annual accrual for part-time employees of vacation leave has been used during the previous 12 months.
 4. Only vacation leave accrued in the current calendar year is eligible to be converted to cash without penalty.

VII. SICK LEAVE

A. Eligibility. Sick leave is granted to regular and temporary employees. Sick leave is not intended to be used for taking time off for recreation, to be an earned right to time off from work, or for the convenience of resting for the day other than as authorized by this policy. For a full definition of sick leave, including acceptable uses, refer to Definition Section IV of this policy under Sick Leave. An employee is limited to one Designated Person per 12-month period for paid sick leave. It is the responsibility of supervisors to ensure employees use sick leave for its intended purpose.

B. Sick Leave Accrual

1. **Regular Full-Time:** Employees in regular full-time positions accrue 96 hours of sick leave per year. There is no limit on sick leave accumulation. Sick leave accrues from first day of hire and is available for immediate use for authorized purposes. Accrued sick leave carries over from year to year.
2. **Regular Part-Time:** Employees in regular part-time positions accrue sick leave in an amount prorated to the lower number of hours they work per pay period in paid status. There is no limit on sick leave accumulation. Sick leave accrues from first day of hire and is available for immediate use for valid authorized purposes. Accrued sick leave carries over from year to year.
3. **Temporary:** Temporary employees accrue sick leave at the rate of one hour per every 30 hours worked, beginning on July 1, 2015, or if hired after July 1, 2015, beginning upon commencement of employment. Accrued and unused sick leave carries over to the following year of employment, but sick leave accruals may not total more than 80 hours or 10 work days/shifts, whichever is greater. Sick leave accrues from first day of hire but is not available for use until the 90th day of employment.

C. Protected Sick Leave. In accordance with California law, a portion of an employee's accrued sick leave is designated as protected sick leave. Protected sick leave may be used for any of the purposes stated in this policy.

For regular full-time and part-time employees, up to 48 hours (or six days), whichever is greater, of accrued and available sick leave per year is designated as protected sick leave. ~~who are not temporary, one-half of the employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated in this policy.~~

For temporary employees, up to 40 hours, or five days, whichever is greater, of accrued and available sick leave ~~each per year is designated as protected sick leave, and may be used for any of the purposes stated in this policy.~~

Any sick leave accrued beyond the protected amount remains available for use in accordance with this policy but is not subject to the statutory protections applicable to protected sick leave.

–The protected sick leave year is measured beginning on July 1, 2015, or the employee's anniversary of hire date, whichever is later.

D. Sick Leave Request. To request to use sick leave if the need for leave is foreseeable, an employee must give the immediate supervisor reasonable advance written or oral notice. If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable. If the employee is required to be absent on sick leave for more than one day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave. Failure to request sick leave as required by this policy without good reason, may result in the employee being treated as absent without leave.

E. Unused Sick Leave. Converting Unused Sick Leave to Vacation: Employees who have accrued in excess of 500 hours of sick leave may convert the unused portion of sick leave in excess of 500 hours to vacation leave, on the basis of 50 percent, that is, two hours of sick leave for one hour of vacation leave.

F. Sick Leave Upon Separation

1. Payout of Unused Sick Leave Upon Retirement, Separation, or Death: Refer to Policy 10112.
2. If the employee is rehired within one year of the date of separation, the previously accrued and unused sick leave will be reinstated and the employee will be entitled to accrue additional paid sick leave upon rehiring.
3. Unless approved by the Executive Director (or, in the case of employees under contract with the Board of Directors, the President or Vice President), employees who resign, separate, retire from service, or are terminated, will not be allowed to use sick leave to extend their employment past the last date of work.

G. Medical Certification

1. An employee must present to his/her supervisor a "back to work" letter from the doctor when he/she has been sick and has been absent from work and on sick leave for more than five workdays (40 sick leave hours), has been exposed to a communicable disease, or has been hospitalized. In such instances and at the discretion of the Executive Director, the employee may be required to undergo an examination by a doctor designated by SBCTA prior to resuming work to determine the medical and physical fitness of the employee to perform the duties of the position. These requirements ensure that the employee is well enough to return to work and to perform his/her normally assigned duties.
2. When an employee is absent from work due to a family illness, death, or other reason not related to the employee's own health and on sick leave for more than three workdays (more than 24 sick leave hours), the employee must provide a valid form of authorization to his/her supervisor with the reason for absence and the use of sick leave. Examples of valid forms of authorization are a doctor's note explaining why the employee's presence was required for an immediate family member's illness, documentation of the illness or death of an immediate family member, etc.
3. An employee with a limited duty notice from his/her doctor must provide the doctor's notice to his/her supervisor on the first day back to work for possible reassignment from normal duties.

H. Worker's Compensation Benefits. In lieu of Worker's Compensation benefits and sick leave, employees receive full salary for the first authorized 40 hours off work following an occupational injury or illness. Thereafter, accumulated sick or other types of leave may be used to supplement temporary disability compensation amounts.

VIII. MEDICAL EMERGENCY LEAVE

- A. This policy allows employees to donate sick leave to another employee, under prescribed circumstances. Medical Emergency Leave is allowable for emergency or catastrophic health conditions associated with eligible sick leave as specified in paragraphs VII.A & B.
- B. Medical Emergency Leave provides for authorized absence with pay for emergency or catastrophic health conditions funded by donations of sick leave from employees to another employee.
1. Employees may, on a strictly voluntary and confidential basis, make an irrevocable pledge of sick leave to another employee approved for Medical Emergency Leave. Sick leave pledged by a donor will remain in the donor's balance until such time as it is used by the recipient. Unused pledges will be retained by the donor.
 2. Donor employees may pledge up to 40 hours per fiscal year provided a minimum balance of 80 sick leave hours is maintained.
 3. Sick leave may be pledged and used in increments of no less than 4 hours.
- C. Medical Emergency Leave shall be approved by the Executive Director, or his designee. An employee shall meet the following conditions to be considered eligible for approval of Medical Emergency Leave. The employee shall:
1. Have regular employment status for 2080 continuous service hours.
 2. Have exhausted all available leave balances; i.e., sick, vacation, compensatory, and administrative leave.
 3. Produce a valid form of authorization related to the medical condition which requires sustained or repeated absences from duty, such as a doctor's note, documentation of illness, etc.
- D. An employee receiving workers' compensation benefits is not eligible for Medical Emergency Leave. An employee eligible for disability insurance and/or short-term disability must agree to integrate these benefits with sick leave donations.
- E. The cumulative Medical Emergency Leave pledged to any one employee shall not exceed 500 hours, except as authorized by the Executive Director.
- F. Medical Emergency Leave may only be used for the medical situation for which Medical Emergency Leave was approved.
- G. Hours pledged for Medical Emergency Leave shall be contributed at the donor's hourly base salary rate and be converted to the recipient's hourly base salary rate. The employee receiving Medical Emergency Leave donations will be taxed accordingly.
- H. The recipient of Medical Emergency Leave is not eligible for receipt of any accruals such as vacation, sick, holiday, administrative leave or retirement credit related to time taken as medical emergency leave.
- I. Names of donors, recipients, and associated information will be maintained in strict confidence and privacy rights will be upheld. Procedures relative to solicitation and administration will be established by the Executive Director.
- J. Privileges granted under Medical Emergency leave will be revoked at such time as the health condition for which Medical Emergency Leave was approved ceases to exist, as determined by the Executive Director.

IX. ADMINISTRATIVE LEAVE

Exempt employees shall accrue 1.53 hours of administrative leave per pay period up to a maximum of 40 hours annually to compensate for additional hours worked throughout the year. A maximum of twice the annual award of administrative leave may be accrued by exempt personnel. This leave is separate from and in addition to any vacation or holiday leave granted to exempt employees.

Cash out of administrative leave is subject to the same cash out rules as vacation leave while employed with SBCTA – see par. VI. All accrued administrative leave will be paid upon retirement, separation, or death of the employee at his or her rate of pay at the time of retirement, separation, or death.

X. HOLIDAY LEAVE

Regular employees are eligible for holiday leave. Part-time employees will be granted a pro-rated amount for holiday leave per holiday. Holiday leave is intended to allow employees the opportunity to celebrate holidays. Authorized SBCTA holidays are expected to be taken on the day they are scheduled.

A. Holiday leave may not be cashed out while employed with SBCTA. Accrued Holiday leave must be used before taking any vacation and administrative leave. All Any accrued Holiday leave will be paid upon retirement, separation, or death of the employee at his or her rate of pay at the time of retirement, separation, or death.

B. Holidays falling on Saturday or Sunday shall be observed on the respective Friday or Monday as established by SBCTA. Holidays occurring during vacation shall be charged as holiday leave.

Employees in regular positions shall be entitled to the following days as holiday leave:

- New Year's Day - January 1
- Martin Luther King Day - Third Monday in January
- President's Day - Third Monday in February
- Memorial Day - Last Monday in May
- Juneteenth – June 19
- Independence Day - July 4
- Labor Day - First Monday in September
- Veterans Day - November 11
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve - December 24
- Christmas Day - December 25
- New Year's Eve - December 31

XI. PREGNANCY DISABILITY LEAVE

A. Amount of Leave. Employees who are temporarily disabled due to pregnancy, childbirth, or related medical conditions shall be eligible for unpaid Pregnancy Disability Leave (PDL) totaling up to the number of hours she would normally work within four months (one-third of a year or 17 1/3 weeks) in accordance with state law. For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on a 40 hour per week times 17 1/3 weeks. An employee who works less than 40 hours per week will receive a pro-rata or proportional amount of leave. There is no minimum time of employment to take this type of leave.

B. Compensation and Benefits During Leave. An employee on PDL must use any accrued sick leave for any portion of the leave for which state disability or short-term disability is not being paid. Once sick leave is depleted, the employee may elect to use vacation leave or any other accrued paid time off during the PDL. Otherwise, PDL is without pay.

On an approved PDL, an employee may continue to receive any group health insurance coverage that was provided before her leave, beginning on the date the pregnancy disability leave begins and continuing for up to four months in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. SBCTA may recover premiums it paid to maintain health coverage if an employee does not return to work following pregnancy disability leave, unless the reason for the failure to return is a circumstance beyond her control or the use of the separate right to 12 weeks of bonding leave under the California Family and Medical Leave Act. Refer to Policy 10122-1.

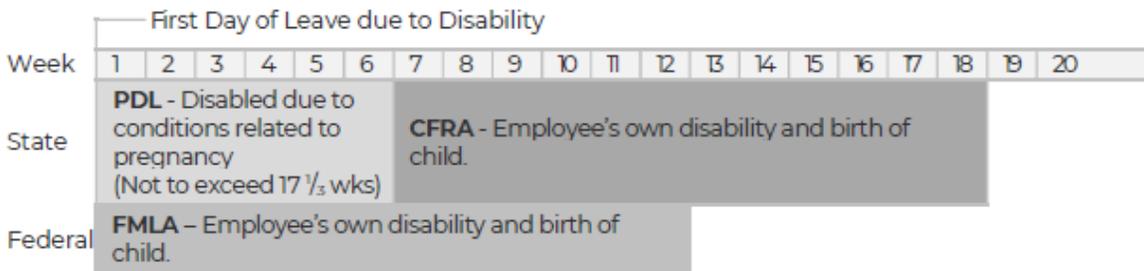
C. Notification and Certification Requirements. Requests for PDL must be submitted in writing with reasonable advance notice of the medical need for the leave. All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to the Director of Management Services.

The request for PDL leave must be supported by a written certification from the attending physician stating that: the employee is disabled from working by pregnancy, childbirth or a related medical

condition; 2) the date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and 3) the estimated duration or end date of the leave.

D. Concurrent Use of Leave Entitlements. With regard to PDL, FMLA leave will run concurrently with PDL. However, CFRA leave entitlement for baby bonding as a result of the birth of a child or to care for a newborn or the placement of a child in connection with adoption or foster care will commence once PDL has ended and will run concurrently with the remainder of any FMLA leave entitlement.

Following is an example of how PDL, FMLA, and CFRA may run concurrently:



E. Paid Leave Accruals. Paid leave accruals do not accrue while an employee is on unpaid pregnancy disability leave.

F. Employee Status During Leave. The employee retains employee status during the leave. The leave is not a break in service for purposes of longevity or seniority or employee benefit plan. Benefits will be resumed upon the employee's reinstatement in the same manner and at the same levels as provided when the leave began, without any new qualification period, physical exam, or other qualifying provisions.

G. Reinstatement. Upon the expiration of PDL, the employee shall be reinstated in the same or similar job, so long as it was not eliminated for a legitimate business reason during the leave.

If the employee's original position is no longer available, the employee will be assigned to a comparable, open position.

If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, SBCTA will initiate an interactive process with the employee in order to identify a potential reasonable accommodation.

XII. REPRODUCTIVE LOSS LEAVE

- A. Employees Eligible for Leave.** Employees who have at least 30 days of service with SBCTA may take up to five (5) days of job-protected leave for a Reproductive Loss Event,
- B. Amount of Leave.** An employee may take up to five (5) days of Reproductive Loss Leave for a Reproductive Loss Event. If an employee experiences more than one Reproductive Loss Event within a 12-month period, the total amount of Reproductive Loss Leave shall not exceed 20 days within a 12-month period. Leave days do not need to be taken consecutively, but Reproductive Loss Leave must be completed within three (3) months of the Reproductive Loss Event or the end date of any other leave entitlement under CFRA or federal law which the employee is on or chooses to take prior to or immediately following the Reproductive Loss Event.
- C. Compensation During Leave.** An employee on Reproductive Loss Leave may choose to use accrued sick, vacation, or any other accrued paid time off during the leave. Otherwise, Reproductive Loss Leave is without pay.

XIII. FAMILY MEDICAL LEAVE

A. Statement of Policy. SBCTA provides family and medical care leave for eligible employees as required by state and federal law. Employees who misuse or abuse family and medical care leave may be disciplined up to and including termination. Employees who fraudulently obtain or use CFRA leave are not protected by the CFRA's job restoration or maintenance of health benefits provisions. This

Policy is supplemented by the Federal Family and Medical Leave Act (“FMLA”), and the California Family Rights Act (“CFRA”).

- B. Concurrent Running of FMLA and CFRA Leaves.** Unless otherwise provided by law, SBCTA will run each employee’s FMLA and CFRA leaves concurrently.
- C. Definitions.** For the purposes of Section XIII of this policy, the following definitions shall apply:
- 1. 12-Month Period:** A rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
 - 2. Single 12-Month Period:** A 12-month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered service member and ends 12 months after that date.
 - 3a. Child (FMLA):** A child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee’s child is one for whom the employee has actual day-to-day responsibility for care, and includes a biological, adopted, foster or stepchild. A child is “incapable of self-care” if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living, such as caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning shopping, taking public transportation, paying bills, maintaining a residence, or using telephones and directories.
 - 3b. Child (CFRA):** A child of any age, including biological, adopted, foster child, stepchild, a legal ward, a child of the employee’s domestic partner, or a person to whom the employee stands *in loco parentis*.
 - 4a. Parent (FMLA):** The biological parent of an employee or an individual who stands or stood *in loco parentis* (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
 - 4b. Parent (CFRA):** A parent includes a biological, foster or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood *in loco parentis* to the employee when the employee was a child.
 - 5. Spouse (FMLA/CFRA):** One of two persons to a lawfully recognized marriage.
 - 6. Domestic Partner (CFRA):** Another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient.
 - 7. Designated Person (CFRA):** A designated person is defined as an individual related to the employee by blood or whose association with the employee is equivalent to a family relationship. Employees requesting CFRA leave to care for a designated person must identify the designated person at the time of request for leave.
 - 8. Serious Health Condition:** An illness, injury impairment, or physical or mental condition that involves:
 - a. Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom). A person is considered “inpatient” when a health care facility admits him or her to the facility with the expectation that he or she will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or
 - b. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
 - i. A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and
 - ii. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - Treatment two or more times by a health care provider, by a nurse or physician’s assistant under direct supervision by a health care provider, or by a provider of health

care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or

- Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
- c. Any period of incapacity due to pregnancy or for prenatal care. Note that pregnancy is a “serious health condition” only under the FMLA. Under California law, an employee disabled by pregnancy is entitled to pregnancy leave.
 - d. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - i. Requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
 - ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - iii. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
 - e. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by health care provider.
 - f. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

9. Health Care Provider:

- a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery in the State of California;
- b. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, which directly treats or supervises treatment of a serious health condition;
- c. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
- d. Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
- e. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
- f. Any health care provider from whom an employer or group health plan’s benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

10. Covered Active Duty:

- a. In the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or
- b. In the case of a member of the reserve component of the Armed Forces, duty during the deployment of the member of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.

11. Covered Servicemember:

- a. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- b. A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

12. Outpatient Status: With respect to a covered servicemember, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

13. Next of Kin of a Covered Servicemember: The nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

14. Serious Injury or Illness:

- a. In the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that a covered servicemember incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating; or
- b. In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

D. Reasons for Leave. Leave is only permitted for the reasons listed below.

1. The birth of a child or to care for a newborn of an employee;
2. The placement of a child with an employee in connection with the adoption or foster care of a child;
- 3a (FMLA). Leave to care for a child, parent, or spouse with a serious health condition;
- 3b (CFRA). Leave to care for a child of any age, spouse, partner, parent, grandparent, grandchild, sibling, or designated person with a serious health condition;
4. Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of his/her position;
5. Leave for a variety of "qualifying exigencies" arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation; or
6. Leave to care for a spouse, son, daughter, parent, or "next of kin" who is a covered servicemember of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to 26 weeks of unpaid leave during a single 12-month period.

E. Employees Eligible for Leave. Employees employed by SBCTA for at least 12 months and who have been employed by SBCTA for at least 1,250 hours during the 12-month period immediately preceding the commencement of the requested leave are eligible for unpaid leave under the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA).

An employee is eligible for 12 weeks of parental leave to bond with a new child within one year of the child's birth, adoption or foster care placement if:

1. The employee has been employed by SBCTA for at least 12 months; and

2. The employee has been employed by SBCTA for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

F. Amount of Leave. Eligible employees are entitled to a total of 12 workweeks of leave in a rolling 12-month period or 26 workweeks of leave in a rolling 12-month period in the case of leave for the care of a covered servicemember with a serious injury or illness. In calculating hours worked for the purposes of FMLA, only service hours are used (refer to Policy 10107 for definition of service hours).

G. Consecutive CFRA and PDL Leave. Family leave under the CFRA may be taken in addition to PDL, if the circumstances meet the criteria for both leaves. Refer to Section XI, Pregnancy Disability Leave, above for information on PDL. Refer to Policy 10122-1 for continuance of benefits.

H. Minimum Duration of Leave.

1. If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for less than two weeks duration on any two occasions.
2. If leave is requested to care for a child, parent, spouse or the employee him/herself with serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions in this policy is required.

I. Parents both Employed by SBCTA. If both parents of a child, adoptee, or foster child are employed by SBCTA and are entitled to bonding leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period. If both parents of a covered servicemember are employed by SBCTA and are entitled to leave to care for a covered servicemember, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 workweeks during the 12-month period. This limitation does not apply to any other type of leave under this policy.

J. Employee Benefits While on Leave.

1. **Group Health Insurance During Unpaid Leave.** Leave under this Policy is unpaid. While on unpaid leave, employees will continue to be covered by SBCTA's group health insurance for up to 12 weeks, or 6 pay periods, each leave year to the same extent that coverage is provided while the employee is on the job. If the employee is disabled by pregnancy, coverage will continue up to four months, or 8 pay periods, each leave year. If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, SBCTA will maintain her coverage while she is disabled by pregnancy (up to four months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks).
2. **Benefit Plans Not Provided through SBCTA's Group Health Plan During Unpaid Leave Do Not Continue.** SBCTA does not pay for benefit plans that are not part of the group health plan for any employee on unpaid leave. As a result, employees will not continue to be covered under SBCTA's benefit plans that are not provided through the SBCTA's group health plans while the employee is on unpaid leave.
3. **Payment of Premiums.** Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the employee is using his or her paid leave) or direct payments (if the employee is not using his or her paid leave). The Benefits Administrator will inform the employee whether the direct payments for premiums should be paid to the carrier or to SBCTA via the Benefits Administrator, and the deadlines for paying premiums in order to prevent coverage from being dropped. Employee contribution rates are subject to any changes in rates that occur while the employee is on leave.
4. **Recovery of Premium if the Employee Fails to Return from Leave.** If an employee fails to return to work after his or her leave entitlement has been exhausted or expires, SBCTA shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his or her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control.

5. Paid Leave Accruals. Paid leave accruals do not accrue while an employee is on unpaid family and medical care leave.

K. Substitution of Paid Accrued Leaves. ~~Although family and medical care leave is generally unpaid, an employee may elect and SBCTA will require an employee to concurrently use all paid accrued leaves during family and medical care leave as described below. However, employees must use their available paid leave at the same time, as outlined below.~~

1. Use of Paid Leave During FMLA/CFRA Leave

- a. Employees must use and exhaust accrued paid leave concurrently with FMLA/CFRA leave, subject to the following exceptions:
 - i. Disability Leave: Employees are not required to use paid leave if they are receiving partial wage replacement through a disability plan, unless they choose to use accrued leave to cover the unpaid portion.
 - ii. Sick Leave for Family Care: Accrued sick leave may only be used to care for a child, parent, spouse, or domestic partner if the employee agrees to do so.

2. Concurrent Designation of Other Leaves

- a. If an employee takes another type of leave that also qualifies under FMLA and CFRA, SBCTA will designate the leave as running concurrently with the employee's 12-week FMLA/CFRA entitlement.

3. Requests for Accrued Leave Without Mention of FMLA/CFRA

- a. If an employee requests to use vacation or other paid leave without referencing FMLA/CFRA, SBCTA will not ask whether the leave qualifies under those laws.
- b. If SBCTA denies the request and the employee then explains that the leave is for an FMLA/CFRA qualifying reason, SBCTA may require the employee to use accrued paid leave concurrently with FMLA/CFRA leave, consistent with this policy.

~~**1. SBCTA's Right to Require an Employee to use Paid Leave when using FMLA/CFRA Leave.** Employees must use and exhaust their accrued leaves concurrently with family and medical care leave to the same extent that employees have the right to use their accrued leaves concurrently with family and medical care leave with two exceptions:~~

- a. ~~Employees are not required to use paid leave during leave pursuant to a disability plan that pays a portion of the employee's salary while on leave unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit; and~~
- b. ~~An employee must agree to use accrued sick leave to care for a child, parent, spouse or domestic partner.~~

~~**2. SBCTA's Right to Require an Employee to Exhaust FMLA/CFRA Leave Concurrently with Other Leaves.** If an employee takes a leave of absence for any purpose which also qualifies under both the FMLA and CFRA, SBCTA will designate that leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement.~~

~~**3. SBCTA's and Employee's Rights if an Employee Requests Accrued Leave without Mentioning FMLA or CFRA.** If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA qualifying purpose, SBCTA may not ask the employee if the leave is for a FMLA/CFRA qualifying purpose. However, if SBCTA denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA qualifying purpose, SBCTA may require the employee to exhaust accrued leave as described above.~~

L. Employee Notice of Leave. The employee must provide as much notification as possible when requesting FMLA/CFRA leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact day(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

M. Medical Certification / Recertification. Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

1. **Employee's Own Serious Health Condition.** Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position. Upon expiration of the time period the health care provider originally estimated that the employee needed for his/her own serious health condition, the employee must obtain recertification if additional leave is requested.
2. **Family Member Serious Health Condition.** Employees who request leave to care for a child, parent, domestic partner or a spouse who has serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, or spouse, and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent or spouse.

The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member, the employer must obtain recertification if additional leave is requested.
3. **Servicemember Serious Injury or Illness.** Employees who request FMLA leave to care for a covered servicemember who is a child, spouse, parent or "next of kin" of the employee, must provide written certification from a health care provider regarding the injured servicemember's serious injury or illness. SBCTA will verify the certification as permitted by the FMLA regulations.
4. **Qualifying Exigency.** The first time an employee requests FMLA leave because of a qualifying exigency, an employee may require the employee to provide a copy of the servicemember's active duty orders or other documentation issued by the military which indicates that the servicemember is on covered active duty or call to active duty status in a foreign country, and the dates of the servicemember's active duty service. A copy of the new active duty orders or similar documentation shall be provided to SBCTA if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different servicemember. SBCTA will verify the certification as permitted by the FMLA regulations.

N. Time to Provide a Medical Certification. When an employee has provided at least 30 days' notice for a foreseeable leave, the employee must provide a medical certification before the leave begins. When this is not possible, the employee must provide the medical certification to SBCTA within the time frame requested by SBCTA (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

O. Consequences for Failure to Provide an Adequate or Timely Certification. If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established in this policy, SBCTA may delay the taking of FMLA/CFRA leave until required certification is provided, or deny FMLA/CFRA protections following the expiration of the time period to provide an adequate certification.

P. Director of Management Services' Review of the Contents of Medical Certification for Employee's Own Serious Health Condition.

1. **Complete and Sufficient.** The employee must provide a certification for his or her own serious health condition that is complete and sufficient to support the request for leave. A certification is incomplete if one or more of the applicable entries on the certification form have not been completed. A certification is insufficient if the information on the certification form is vague,

ambiguous, or not responsive. If the certification is incomplete or insufficient, the Director of Management Services will give the employee written notice of the deficiencies and seven days to cure, unless a longer period is necessary in light of the employee's diligent, good faith efforts to address the deficiencies.

2. **Authentication and Clarification.** After giving the employee an opportunity to cure the deficiencies in a medical certification for the employee's own serious health condition, the Director of Management Services may contact the health care provider who provided the certification to clarify and/or authenticate the certification. "Authentication" means providing the health care provider with a copy of the certification form and requesting verification that the information on the form was completed or authorized by the health care provider who signed the form. "Clarification" means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of the response. The Director of Management Services may not ask for additional information beyond that required on the certification form.
- Q. Second and Third Medical Opinions for Employee's Own Serious Health Condition.** If SBCTA has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, SBCTA may require a medical opinion of a second health care provider chosen and paid for by SBCTA. If the second opinion is different from the first, SBCTA may require the opinion of a third provider jointly approved by SBCTA and the employee, but paid for by SBCTA. The opinion of the third provider will be binding. SBCTA must provide the employee with a copy of the second and third medical opinions, where applicable, without cost, upon the request of the employee.
- R. Intermittent Leave or Leave on a Reduced Schedule.** If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for his or her own serious health condition, or to care for an immediate family member with serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. SBCTA may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.
- S. Reinstatement Upon Return From Leave.**
1. **Reinstatement to Same or Equivalent Position.** Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.
 2. **Date of Reinstatement.** If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and SBCTA, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.
 3. **Employee's Obligation to Periodically Report on His/Her Condition.** Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
 4. **Fitness for Duty Certification.** As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his or her job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.
 5. **Reinstatement of "Key Employees".** SBCTA may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed by the SBCTA within 75 miles of the worksite) if such denial is necessary to prevent substantial and grievous economic injury to the operations of SBCTA, and the employee is notified of SBCTA's intent to deny reinstatement on such basis at the time SBCTA determines that such injury would occur.

T. Required Forms. Employees must complete the applicable forms to receive family and medical care leave.

XIV. BLOOD DONOR LEAVE

With prior approval from the immediate supervisor, employees in regular positions may receive up to two hours off with pay for whole blood donations or four hours off for plasma (apheresis) donations.

XV. JURY DUTY AND WITNESS LEAVE

- A. Notice.** Any employee, including a temporary employee, who is summoned to serve on a jury, or subpoenaed or ordered to be a witness, must notify his or her supervisor or department head as soon as possible.
- B. Return to Work Requirement.** Any employee who is released from jury service prior to the end of his or her scheduled work hours must report to work unless otherwise authorized by his or her supervisor.
- C. Pay for Jury Duty and Witness Leave.** Regular employees who are ordered to serve on jury duty receive their base pay for those hours of absence from work, provided the employee waives fees for jury duty service, other than mileage.
The time spent on jury duty is not work time for purposes of calculating overtime compensation.
- D. Certification Requirement.** Employees will provide Finance a "Jury Duty Certification" form at the end of the required jury duty to verify the service.
- E. Regarding SBCTA Duties.** Any employee, including a temporary employee, who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of his or her SBCTA job duties, must give his or her supervisor as much advance notice as is possible. SBCTA will determine whether the matter involves an event or transaction in the course of the employee's SBCTA job duties. If so, this leave to appear in court will be without loss of compensation, and the time spent will be considered work time. SBCTA will offset the amount from pay the employee receives for witness fees.
- F. Regarding Employee-Initiated Proceedings.** Any employee, including a temporary employee, who is subpoenaed to appear, or appears in court because of civil or administrative proceedings that he or she initiated, is not entitled to receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay or may use any accrued leave other than sick leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time.
- G. Regarding Victim of Violence/Victim of Violence Family Member Court Crime / Victim Family Member Court Attendance Leave.** Any employee, including a temporary employee, who is a victim of a qualifying act of violence crime that is a serious or violent felony, or a felony involving theft or embezzlement, may take leave from work to attend judicial proceedings related to that qualifying act of violence crime, if the employee provides SBCTA a copy of the notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide SBCTA, within a reasonable time after the leave is taken, documentation from the district attorney, victim's rights office, or court / governing agency that shows that the judicial proceeding occurred when the leave was used. An employee who is an immediate family member of a victim of such a qualifying act of violence crime victim, including: a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim is also entitled to leave from work to attend judicial proceedings relating to that qualifying act of violence crime. Leave is unpaid unless the employee elects to use sick leave, accrued vacation or personal leave, or compensatory time.
- H. Regarding Crime Victim of Qualifying Act of Violence/ Victim of Qualifying Act of Violence Family Member -Victims' Rights Proceedings Leave.** Any employee, including a temporary employee, who is a victim of a qualifying act of violence crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue, if the employee provides SBCTA reasonable advance notice. If advance notice is not feasible, the employee must provide SBCTA, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the qualifying acts of violence

~~crimes~~ listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a ~~crime~~ victim is also ~~a victim who is~~ entitled to this leave if the above notice or certification requirements are met. Leave is unpaid unless the employee elects to use sick leave, accrued vacation or personal leave, or compensatory time.

XVI. LEAVE FOR VICTIMS OF QUALIFYING ACT OF VIOLENCE OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

A. To Obtain Restraining Orders or Injunctive Relief. Any employee, including a temporary employee, who is a victim of a qualifying act of violence, including domestic violence, sexual assault, stalking, or other violent crimes as defined under AB 406 in Government Code section 12945.8(j)(5), may domestic violence, sexual assault, or stalking, may take leave from work to obtain or attempt to obtain any relief. ~~This includes~~ including, but is not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his or her child.

~~if~~ the employee provides advance notice of the need for leave, the time off will be granted accordingly. ~~If~~ advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim of a qualifying crime; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider, ~~or~~ counselor, or victim advocate indicating the ~~that the~~ employee was receiving undergoing treatment for services related to the incident, physical or mental injuries or abuse.

~~The~~ leave is unpaid unless the employee elects to use sick leave, accrued vacation or paid leave, or compensatory time.

B. To Obtain Medical Attention, Counseling, or Safety Planning. Any employee, including a temporary employee, who is a victim of a qualifying act of violence, including domestic violence, sexual assault, stalking, or other violent crimes, domestic violence, sexual assault, or stalking, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety.

~~if~~ the employee provides advance notice of ~~the~~ their employee's intention to take time off for these purposes, the leave will be granted. ~~If~~ advance notice is not feasible, the employee must provide any of the following to SBCTA within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider, counselor, or victim advocate indicating ~~or counselor that~~ the employee was receiving undergoing treatment or services related to the incident.

~~for physical or mental injuries or abuse.~~ ~~The~~ leave is unpaid unless the employee elects to use sick leave, accrued vacation or personal leave, or compensatory time.

C. Definition of "Victim." For purposes of this policy and consistent with California Government Code § 12945.8(j)(8), a "victim" means an individual who has been subjected to domestic violence, sexual assault, stalking, or other qualifying acts of violence. An individual qualifies as a victim regardless of whether the perpetrator has been arrested, charged, or convicted.

D. Confidentiality. SBCTA shall maintain the confidentiality of any employee requesting leave under this section, including any documentation provided, to the extent permitted by law.

E. Concurrent Use of Leave Entitlements. Crime victim leave does not run concurrently with FMLA or CFRA, unless the employee also has a serious health condition that independently qualifies under FMLA/CFRA. With regard to Victim of Violence, FMLA and CFRA leave will run concurrent.

XVII. MILITARY LEAVE

Military leave will be provided in accordance with state and federal law, including, but not limited to, California Military and Veterans Code Section 395 *et seq.*, and any amendment thereto, and the federal Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA), codified at 38 U.S.C. Section 4301 *et seq.*

- A. Notice and Orders.** All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, a copy of military orders must accompany the request for leave.
- B. Temporary Military Leaves of Absence.** Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to a temporary military leave of absence for the purpose of active military training, encampment, naval cruises, special exercises, or like activity, provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time spent going to and returning from duty. While on paid status, an employee on temporary military leave shall receive the same vacation, administrative, holiday, sick leave, step advances employment, and reemployment privileges that the employee would have enjoyed had the employee not been absent, provided such employee has been employed by SBCTA for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive his/her regular salary or compensation, pursuant to par. XVII F. of this Policy.
- C. Long Term Military Leaves of Absence (Active Duty).** An employee who resigns or leaves his or her position to serve in the Armed Forces or is ordered to active duty in the Armed Forces shall have a right to return to his or her former classification upon serving written notice to the appointing authority, no later than ninety (90) days after completion of such service unless an exception applies pursuant to USERRA. Returning employees are subject to a physical/psychological examination.
- If SBCTA has abolished the employee's former classification, then the employee shall be entitled to a classification with comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.
- The right to return to a former classification shall include the right to be restored to such status as the employee would have if the employee had not been absent.
- D. Inactive Duty.** This Policy does not include an employee's attendance for inactive duty, commonly referred to as weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee may use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty may also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave.
- E. Uniformed Service Employment and Reemployment Rights Act of 1994.** Eligible employees who are absent from their positions for service in the uniformed services are entitled to the reemployment and benefit rights as further described in USERRA. Specifically, a returning employee will receive restoration of original hire and benefit date, salary step, vacation accrual rate, administrative leave accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate, and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board).
- F. Compensation.** Any employee meeting the requirements in Paragraphs XVII B and C, shall be entitled to receive his or her regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.
- G. Continuation of Wage and Benefits for Full-Time Employee Called to Active Duty.** An employee who is a member of the Armed Services Reserve or National Guard and is called to active duty as a result of the activation of military reservists, and who are eligible to receive the thirty (30) calendar day

military leave compensation shall receive the difference between his/her military pay (including wages, salary, specialty assignment, housing subsidy or any other form of compensation) and his/her base salary with SBCTA starting on the 31st calendar day of military leave. The difference in salary payments shall not continue beyond 365 calendar days. During this period, SBCTA would continue to contribute towards the medical and dental benefits of the employee, providing the employee and his/her dependents were covered under the medical and dental plans offered by SBCTA prior to being called to active duty. During the period of military service, the medical and dental plans provided by the military for the employee and dependents would be the primary payer.

H. Ten Days of Unpaid Spousal Leave. An employee whose legal spouse is a member of the Armed Services, National Guard, or Reserves, and is deployed during a period of military conflict, is entitled to ten days of unpaid leave, if the employee satisfies all the following:

1. Works 20 or more hours per week on average for SBCTA; and
2. Provides his or her department head with notice, within two business days of receiving official notice that the spouse will be deployed, of his or her intention to take the leave; and
3. Submits written documentation to the department head certifying that the spouse will be deployed during the time of the leave sought.

As used here, "period of military conflict" means a period of war declared by the U.S. Congress or a period of deployment pursuant to sections 12301 and 12302 of Title 10 of the U.S. Code or Title 32 of the U.S. Code.

XVIII. SPECIAL LEAVE OF ABSENCE WITHOUT PAY

Unless authorized by law or an SBCTA policy, an employee is not entitled to a leave of absence without pay. Instead, only upon written request by the employee and at the discretion and approval of the Executive Director, may a regular employee be granted a leave of absence without pay. Special leave is subject to the needs of the agency.

A. Reasons for Special Leave of Absence:

1. Medically incapacitated to perform assigned duties.
2. Complete a relevant course of study that will enhance his or her value as an employee.
3. For any reason considered appropriate by the Executive Director.

B. An authorized leave of absence without pay is not a break in service for purposes of calculating seniority. Employees taking a special leave of absence for reasons other than a protected leave may be granted the right to return to their current position, but will be required to compensate the agency for costs related to continuance of their benefit plan during the absence. Refer to Policy 10122-1.

C. Unless required by law, vacation leave credits, sick leave credits, increases in salary, all other paid leaves, holidays and fringe benefits and other similar benefits do not accrue to an employee on unpaid leave. During the period of authorized unpaid leave, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

XIX. UNAUTHORIZED ABSENCE, ABUSE OF LEAVE, AND EXCESSIVE TARDINESS OR ABSENTEEISM

A. Unauthorized Absence. Unauthorized absence from work is considered cause for dismissal.

Absence from work without permission for three consecutive days will be considered an automatic resignation.

B. Abuse of Leave. Abuse of leave is a claim of entitlement to leave when the employee does not meet the requirements for taking the leave, and may be grounds for discipline, up to and including termination. Should SBCTA suspect that there is an abuse of leave by an employee, the agency may require that the employee submit a physician's certificate to support the absence.

C. Excessive Tardiness or Absenteeism. Excessive tardiness occurs when a non-exempt employee, without authorization, is late to work or late to return from breaks more than three times during any 30-day period. Excessive absenteeism occurs when the number of unapproved-unauthorized absences

for reasons that are not permitted by state or federal law, exceeds three days in any three-month period. Excessive tardiness or absenteeism may be grounds for discipline, up to and including termination.

XX. PAID ADMINISTRATIVE LEAVE

SBCTA has the right to place an employee on leave with full pay for non-disciplinary reasons at any time when the Deputy Executive Director has determined that the employee's and/or SBCTA's best interests warrant the leave. The employee does not have a right to appeal the decision to be placed on administrative leave with pay.

XXI. SCHOOL RELATED LEAVE

- A. School or Licensed Day Care Activity Leave.** Any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands *in loco parentis* to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, shall be allowed up to 40 hours each school year, not to exceed eight hours in any calendar month of the school year, to: participate in activities of their child's school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency. The employee must provide reasonable advance notice to his/her supervisor of the planned absence. The leave is unpaid unless the employee uses vacation or compensatory time off. The employee must provide documentation from the school or licensed child care facility as verification that the employee participated in school or child care facility activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody work for SBCTA at the same SBCTA work site, only the first parent requesting will be entitled to leave under this provision.
- B. Child Suspension Leave.** Any employee who is the parent or guardian of a child in grades 1 through 12 may take time off to go to the child's school in response to a request from the child's school, if the employee gives advance notice to his or her supervisor. A school has the authority to request that the parent attend the child's school if the child has: committed any obscene act; habitually used profanity or vulgarity; disrupted school activities; or otherwise willfully defied the valid authority of school personnel.

XXII. BEREAVEMENT LEAVE

- A. Employees who have at least 30 days of service with SBCTA may take up to five (5) days of Bereavement Leave due to the death of an Immediate Family Member.
- B. Eligible employees are entitled to a total of five (5) days off for each occurrence of loss. Leave must be completed within three months of the death of the Immediately Family Member, -however the leave need not be taken on consecutive days. Employees must communicate the need to take Bereavement Leave with their immediate supervisor or with the Director of Management Services. If requested by SBCTA, the employee shall provide sufficient documentation of the death of the Immediate Family Member to their supervisor.

Nothing in this section is intended to limit an employee's ability to request additional time off in accordance with other applicable leave policies.

- C. An employee on Bereavement Leave may choose to use accrued sick, vacation, or any other accrued paid time off during the leave. Otherwise, Bereavement Leave is without pay.

XXIII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/03/91

1	<ul style="list-style-type: none"> - Added definitions to provide specific citation of State and Federal requirements, as well as to provide clarity for those interpreting SANBAG personnel policies. - Authorized the SANBAG Executive Director to interpret SANBAG policies to handle administrative interpretations. - Provided more specificity with respect to regular, part-time, and temporary employee work hours. Authorized the Executive Director to modify the established workday, as necessary. Expanded on the reporting of hours worked to reflect daily, actual hours worked and consideration of minimum agency requirements. Clarified differences between exempt and non-exempt work standards, as well as requirements related to payment of overtime and compensatory time off. Eliminated paid vacation, holiday, and sick from time worked for purposes of calculating overtime, as provided in the Fair Labor Standards Act. - Added provisions for part-time employee vacation accrual rates. Incorporated Internal Revenue Service requirements relative to declaration of cash outs and imposition of penalties. - Eliminated the ability to allocate Administrative Leave to the Cafeteria Plan. - Established holiday accrual rates for part-time employees. Eliminated the ability to cash out holiday time and established an expectation that holidays will be taken on the date specified. - Provided specific standards for use of sick leave, return to work orders, and examinations. Specified sick leave accrual rates for part-time employees. - Expanded the explanation of pregnancy disability, family medical, blood donor, jury duty, and military leaves to provide a better general description and references for those interpreting SANBAG personnel policies. - Expanded language to provide clarity for leave of absence and unauthorized absence. 	03/01/00
2	<ul style="list-style-type: none"> - Par. II. AUTHORIZATION: Moved from par. IV into its own paragraph. - Par. III. REFERENCES: Added reference to Policy 10110, Employment Status and Classification. - Par. IV. DEFINITIONS: Removed definitions for exempt, non-exempt, regular, and temporary employees since those terms are now defined in Policy 10110, where the terms properly belong. - Par. VIII. ADMINISTRATIVE LEAVE: Revised to change "A maximum of 80 hours of administrative leave may be accrued." to "A maximum of twice the annual award of administrative leave may be accrued." Also changed the cash out of administrative leave to be the same as for vacation leave. - Formatting changes made throughout policy to convert policy into current SANBAG policy format. 	04/03/02
3	<ul style="list-style-type: none"> Par. IV: Added Medical Emergency Leave definition. Par. VIII: Added new paragraph on Medical Emergency. Re-numbered subsequent paragraphs. 	09/04/02
4	<ul style="list-style-type: none"> Par. III. REFERENCES: Added Policy 10122-1, Flexible Benefit Plan. Par. XI, second paragraph: Added reference to Policy 10122-1. Par. XII.A: Added reference to Policy 10122-1. Par. XVI.B: Added reference to Policy 10122-1. 	01/05/05
5	<ul style="list-style-type: none"> Par. XI: Modified maximum pregnancy disability leave for eligible employees from 123 calendar days to four months in accordance with State law; corrected an error in the amount of time SANBAG will continue benefits for unpaid Pregnancy Disability Leave for up to six pay periods, rather than six weeks; requires written notice five days in advance of pregnancy disability leave, unless the commencement of leave was not foreseeable." Par. XVI.B: Edited to add "...for reasons other than Pregnancy Disability Leave, Family Medical Leave, or California Family Rights leave..." 	09/07/05
6	<ul style="list-style-type: none"> Par. IV: Added definition for Military Leave. Par. XV. MILITARY LEAVE: Revised to reflect the USERRA (Uniformed Services Employment and Reemployment Rights Act) military leave benefits revised in December 2005. 	06/07/06
7	<ul style="list-style-type: none"> Par. VI.A: Revised from "whichever is later" to "at the discretion of the supervisor". Note: Revised Policy 10110, Employment Status and Classification was approved by the Board on 6/4/03 to extend the probationary period from 1040 service hours to 2080 service hours. The change to this Policy 10111 enables the supervisor to allow a new employee to take vacation before the probationary period ends. 	09/13/06
8	<ul style="list-style-type: none"> Par. III: Added Policy 10112, Retirement Medical Trust Fund Par VII.C.2: Revised to refer to Policy 0112, Retirement Medical Trust Fund – payout of unused sick leave upon retirement, separation, or death is now in Policy 10112. 	08/01/07
9	<ul style="list-style-type: none"> Administrative change to correct minor error to the definition of Military Leave in par. IV. Is: Military leave is defined ... active duty for training, initial active duty for training (weekend drills), ... duty. Should be: Military leave is defined ... active duty for training, inactive duty for training (weekend drills), ... duty, 	08/27/08
10	<ul style="list-style-type: none"> Policy Title: Changed from Work Hours, Leaves, and Absences to Work Requirements, Leaves, and Absences. Par. I: Changed purpose from "... establish standards for working hours ..." to "... establish standards for work requirements..." 	11/05/08

	<p>Par. III: Added reference to Policy 10120, Employee Work Schedules.</p> <p>Par. IV: Revised Workday and Work Week definitions by referring to Policy 10120.</p> <p>Par. V.A.1: Deleted the first sentence on the normal workday.</p> <p>Par. V.A.1.a: Revised for clarity – changed from passive to active voice to emphasize employee responsibility.</p> <p>Par. V.B: Revised paragraph heading from “Work Schedule” to “Work Requirements”.</p> <p>Par. V.B.1: Revised “SANBAG exempt employees will work, on the average, more than 40 hours per workweek...” to ... more than 80 hours per pay period...” due to 9/80 work schedule.</p> <p>Par. V.B.2: Revised second sentence for clarity.</p> <p>Par. VI.D: Added second paragraph for clarification of vacation accrual rates for employees credited with prior public service.</p>	
11	<p>Par. IV. DEFINITIONS: Revised definition of FMLA to include new military family leave entitlement – see par. XII.G.</p> <p>Par. VI: Table 1, Vacation Leave – revised to replace pay periods with service hour levels, for clarification.</p> <p>Par. VI.D: Added paragraph to clarify the vacation accrual rate when credit for prior public service is authorized by the Executive Director – “credit for prior service and approval of an accrual rate which recognizes prior employment will not affect the requirement for specified years of SANBAG service prior to elevation to the next higher accrual rate.”</p> <p>Par. XII. FAMILY MEDICAL LEAVE: Revised to add second sentence on “rolling 12-month period”.</p> <p>Par. XII.G: Added new paragraph on Military Family Leave Entitlement. These are new military family leave entitlements enacted (effective January 16, 2009) under the National Defense Authorization Act for FY 2008.</p>	07/01/09
12	<p>Par. XV.E. Continuation of Wage and Benefits for Full-Time Employee Called to Active Duty. Added new paragraph to Military Leave.</p>	08/05/09
13	<p>Par. IV: Revised Workday by removing specific 8-5pm schedule and reference 8-hour day M-F.</p> <p>Par. VII.C.A: Added Victim of domestic violence, sexual assault, or stalking.</p> <p>Par. VII.B: Separated accrual and usage by classification adding in new temporary classifications eligibility for sick leave accrual under the new Healthy Families Act of 2014.</p> <p>Par. VII.C.2: Revised to specify separated employee will have their sick leave accruals reinstated if the employee is rehired within a year of the date of separation as required under the Healthy Families Act of 2014.</p>	06/03/15
14	<p>Revised to be consistent with SB1305. Change approved by the Board on January 4, 2107, Agenda Item 6.</p>	01/04/17
15	<p>Par. IV: Revised; Par. V: Revised; Par. VI: Revised; Par. VII: Revised; Par. IX: Revised; Par. XI: Revised; Par. XII: Revised; Par. XIV: Revised; Par. XV: Added Leave for Victims of Domestic Violence, Sexual Assault and Stalking; Par. XVI: Revised to comply with California Military and Veterans Code Section 395 <i>et seq.</i>, and the federal Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA) (38 U.S.C. § 4301 <i>et seq.</i>); Par. XVII: Renumbered and Revised Special Leave of Absence Without Pay; Par. XVIII: Renumbered and revised to add Abuse of Leave and Excessive Tardiness; Par. XIX: Added Paid Administrative Leave; Par. XX: Added School Related Leave; Par. XXI: Renumbered. Change approved by the Board on April 3, 2019, Agenda Item 6.</p>	04/03/19
16	<p>Revised to be consistent with AB 1041 (2022) and AB 1949 (2022).</p> <p>Par. IV. DEFINITIONS: Revised definitions to include Designated Person, Bereavement Leave and Reproductive Loss Leave to comply with passing of SB 848 (2023).</p> <p>Par. VII.A: Added Designated Person to list of approved Family Members and included limit of one designated person per 12-month period.</p> <p>Revised Par. VII to be consistent with SB 616 (2023).</p> <p>Par. VII.B.3: Revised sick leave accrual hours from 48 to 80 and accrual days from 6 to 10.</p> <p>Par. VII.C: Increased amount of paid sick leave for temporary employees from 24 to 40 hours and from 3 to 5 days.</p> <p>Par. IX: Revised; Par. XI.A: Revised: Added second sentence to clarify payout of leave upon separation.</p> <p>Par. X.B Eliminated Christopher Columbus Day and added Juneteenth holiday</p> <p>Par. XII: Added new paragraph on Reproductive Loss Leave. Re-numbered subsequent paragraphs</p> <p>Par. XXII: Added new paragraph on Bereavement Leave. Re-numbered subsequent paragraphs</p>	09/04/24

	Change approved by the Board on September 4, 2024. Agenda Item 10.	
17	<u>Par. IV, DEFINITIONS: Added Qualifying Acts of Violence; Par.V.C:clarified no less than 30-minute meal period; Par. VII.A. added reference to definition of sick leave and acceptable use; Par. X.A: Added use of available holiday leave prior to vacation or admin leave; Par. XIII.K: Revised for clarity; Par. XV.G&H and Par. XVI.A-E revised to be consistent with AB 406. Change approved by the Board on Month Day, Year. Agenda Item X.</u>	<u>pending0 4/01/26</u>

Attachment: Policy10111-with Tracked Changes (11988 : Revise Policy No. 10111 - Work Requirements, Leaves, and Absences)

San Bernardino County Transportation Authority	Policy	10111
Adopted by the Board of Directors April 3, 1991	Revised	04/01/26
Work Requirements, Leaves, and Absences	Revision No.	17

Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SBCTA Intranet.

Table of Contents Purpose Authorization References Definitions Work Standards Vacation Leave Sick Leave Medical Emergency Leave Administrative Leave Holiday Leave Pregnancy Disability Leave Reproductive Loss Leave Family Medical Leave Blood Donor Leave Jury Duty and Witness Leave Leave for Victims of Domestic Violence, Sexual Assault, and Stalking Military Leave Special Leave Unauthorized Absence Paid Administrative Leave School Related Leave Bereavement Leave Revision History

I. PURPOSE

The purpose of this policy is to establish standards for work requirements, leaves, and absences.

II. AUTHORIZATION

The Executive Director is authorized to implement and interpret this policy on behalf of the agency.

III. REFERENCES

- Policy 10107, Compensation Administration
- Policy 10110, Employment Status and Classification
- Policy 10112, Retirement Medical Trust Fund
- Policy 10120, Employee 9/80 Alternative Work Schedule Program
- Policy 10122-1, Flexible Benefit Plan

IV. DEFINITIONS

Note: Refer to Policy 10110 for definitions of exempt, non-exempt, regular, and temporary employees.

Administrative Leave: Administrative leave is a leave of absence with pay earned as a condition of employment as a regular exempt employee and is granted to compensate for additional hours worked.

Bereavement Leave: An authorized absence from work for up to five days for eligible employees in the event of a death in their immediate family.

California Family Rights Act (CFRA): The State law governing an employee’s right to an unpaid leave of absence for a serious health condition of the employee, child, spouse, domestic partner, parent, parent-in-law, grandparent, grandchild, sibling, or someone else related by blood or in a family-like relationship (“designated person”) of the employee, the birth of a child to an employee, the care of a newborn by the employee, or the placement of a child with an employee in connection with adoption or foster care.

Designated Person: Pursuant to CFRA, a Designated Person is defined as an individual related to the employee by blood or whose association with the employee is equivalent to a family relationship. Employees requesting sick time or CFRA leave to care for a Designated Person must identify the designated person at the time of request for leave.

Fair Labor Standards Act (FLSA): The Federal law that establishes minimum wage, overtime pay, recordkeeping, and child labor standards affecting employees.

Family Medical Leave Act (FMLA): The Federal law governing employees’ right of unpaid leave of absence for birth or placement of an adoptive or foster child, care for a spouse, child, or parent with a serious health condition, or to obtain treatment and otherwise recover from an employee’s own serious

Attachment: Policy10111-Clean Version (11988 : Revise Policy No. 10111 - Work Requirements, Leaves, and Absences)

health condition, for military family leave for the care of a covered servicemember with a serious injury or illness, or due to a qualifying exigency arising out of the fact that the employee's spouse, child, or parent has been called up to active duty. The FMLA also provides guidelines regarding continuance of health care benefits during FMLA leave, if health care coverage is a benefit granted to the employee. FMLA also provides guidelines for return to work status to the employee to the same or similar position.

Immediate Family Members: Defined as a relative of the employee to include the spouse, registered domestic partner, children (including adopted, stepchildren, foster children, legal wards, and children of a registered domestic partner), parents (including adopted, stepparents, foster parents, and legal guardians of employee), parent-in-law, grandparents, grandchild, and siblings.

Medical Emergency Leave: Authorized absence from duty with pay due to emergency or catastrophic health conditions funded by the donation of sick leave from other SBCTA employees.

Military Leave: Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, inactive duty for training (weekend drills), and full-time National Guard duty.

Normal Workday: The normal workday for full-time, regular employees not on an Alternative Work Schedule (AWS) will be 8-hours in a workday, Monday through Friday, excluding holidays. (refer to Policy 10120 for workday requirements for 9/80 AWS).

Pregnancy Disability Leave (PDL): Leave for an employee who is disabled because of pregnancy, childbirth, or related medical condition as defined by the Fair Employment and Housing Act. PDL is a right of employees regardless of time or status of employment. PDL also provides guidelines on return to work status for the employee to the same or similar position.

Qualifying Acts of Violence: Includes domestic violence, sexual assault, and stalking. Additionally, it encompasses any act, conduct, or pattern of conduct that involves inflicting bodily injury or death, exhibiting a firearm or other dangerous weapon, or making a threat to cause physical injury or death.

Reproductive Loss Leave: Leave to which an employee is entitled following a reproductive loss event.

Rest Periods: A time when the employee is still at work but relieved of duty for a paid ten-minute break for each four-hour period worked.

Sick Leave: An authorized paid absence from work: (1) for the diagnosis, care or treatment of an existing health condition of or preventive care for an employee; (2) to provide care or assistance to an Immediate Family Member or Designated Person with an illness, injury, or medical condition, including assisting in obtaining professional diagnosis or treatment of a medical condition or preventative care; (3) for an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes set forth in Section XVI below; or (4) for Bereavement Leave as defined in this policy.

Vacation Leave: Vacation leave is a benefit, earned as a condition of employment as a regular employee, leave of absence with pay for the recreation and well-being of the employee. Vacation leave may be used for Bereavement Leave as defined in this policy.

Work Week: For the purpose of this policy, "week" and "workweek" mean the employee's usual or normal work schedule constituting a 40-hour time period, Monday through Friday, excluding holidays. (Refer to Policy 10120 for the definition of Workday and Work Week for 9/80 AWS.)

V. WORK STANDARDS, WORK SCHEDULES, BREAK AND LUNCH PERIODS

A. Work Standards

1. **Regular Employees.** The Executive Director is authorized to modify the established workday as deemed appropriate to accommodate special circumstances. The supervisor determines the workday for regular part-time employees.
 - a. Each employee is responsible for documenting actual hours worked on his/her timesheet, on a daily basis.
 - b. Supervisors must consider minimum staffing requirements of the agency when approving leaves or absences for any employee.

2. **Temporary Employees.** Temporary employees are assigned a schedule by their supervisor that best suits the situation for which they were hired. Temporary employee work hours may fluctuate based on workload and project schedules and will be assigned a work schedule to meet the needs of the agency. Work performed as overtime or compensatory time by temporary employees will be paid according to SBCTA policy on Compensatory Time Off/Overtime Pay. (Refer to Policy 10109 – Compensatory Time Off/Overtime Pay.)

B. Work Requirements

1. **Exempt Employees.** Exempt employees are required to account for a minimum of 80 hours per pay period (including leave hours used as sick, vacation, administrative, or holiday leave). It is expected that exempt employees will work, on average, more than 80 hours per pay period. Exempt employees may, subject to provisions of this policy, adjust their normal workday to accommodate work requirements, external demands, and travel schedules. Exempt employees may also be asked to modify their schedule, delay their vacation, or work extra hours to ensure the office is manned when circumstances warrant the additional work time.
2. **Non-Exempt Employees.** Non-exempt employee schedules may be changed to meet agency needs.

Any work performed beyond the employee's regular work day and/or as overtime or compensatory time requires pre-approval by the supervisor. Should overtime result from such work, it will be paid according to the SBCTA policy on Compensatory Time Off/Overtime Pay. (Refer to Policy 10109 – Compensatory Time Off/Overtime Pay.)

Employees earning compensatory time must use this accrual prior to taking vacation leave.

- C. **Break and Lunch Periods.** All employees are afforded lunch and break periods. Non-exempt employees scheduled to work six or more hours in a workday will be scheduled for a lunch period no less than 30 minutes, for which wages will not be paid. Each non-exempt employee scheduled to work for at least four hours is entitled to a 10-minute break for every four hours worked. Overtime will be calculated to include the 10-minute break but will not be calculated to include a lunch period.

VI. VACATION LEAVE

Employees in regular full-time positions accrue vacation leave as listed in Table 1. Part-time regular employees accrue vacation leave at a pro-rated rate depending on hours worked and based upon the accrual applicable to regular full-time employees. Once a regular part-time employee reaches the pro-rated accrual cap, they stop earning vacation.

Vacation Leave, Table 1

Length of Service from Benefit Date	Full Time	
	Annual Vacation Allowance	Maximum Unused Balance Allowed
- From start of hire through year four (from 0 to 8,320 service hours)	80 hours	160 hours
- From year five through year 9 (from over 8,320 to 18,720 service hours)	120 hours	240 hours
- Greater than nine years (over 18,720 service hours)	160 hours	320 hours

- A. Vacation leave accrues from first day of hire but is not available for use by employee until three months after hire or upon completion of a probationary period (if applicable), at the discretion of the supervisor.
- B. All accrued vacation leave will be paid upon retirement, separation, or death of the employee at his or her rate of pay at the time of retirement, separation, or death.
- C. Unless approved by the Executive Director, employees who resign, separate, or retire from service, or are terminated shall not be allowed to use vacation leave to extend their employment past the last date of work.

- D. The Executive Director is authorized to credit new employees with prior public service based upon previous employment for purposes of setting the vacation accrual rate. The Executive Director is also authorized to credit new employees for contract service with SBCTA for the purpose of establishing vacation accrual rate.
- E. Excess vacation leave may be converted to cash. The minimum amount of vacation leave that can be converted to cash is 40 hours.
1. Employees wishing to convert vacation leave to cash must state in writing (using the "Leave Cash-Out Election Agreement" form for the upcoming calendar year) to Finance before December 31st of each calendar year, the total amount of vacation hours to be earned in the next calendar year that the employee wishes to convert to cash. The employee's election is irrevocable.
 2. A ten percent penalty on leave cash-outs will be imposed for any cash-out that is not irrevocably elected in the prior calendar year. This requirement is mandated by the Internal Revenue Code.
 3. An employee may convert vacation leave to cash on a quarterly basis provided that a minimum of 40 hours for regular full-time employees or half the annual accrual for part-time employees of vacation leave has been used during the previous 12 months.
 4. Only vacation leave accrued in the current calendar year is eligible to be converted to cash without penalty.

VII. SICK LEAVE

A. Eligibility. Sick leave is granted to regular and temporary employees Sick leave is not intended to be used for taking time off for recreation, to be an earned right to time off from work, or for the convenience of resting for the day other than as authorized by this policy. For a full definition of sick leave, including acceptable uses, refer to Definition Section IV of this policy under Sick Leave. An employee is limited to one Designated Person per 12-month period for paid sick leave. It is the responsibility of supervisors to ensure employees use sick leave for its intended purpose.

B. Sick Leave Accrual

1. **Regular Full-Time:** Employees in regular full-time positions accrue 96 hours of sick leave per year. There is no limit on sick leave accumulation. Sick leave accrues from first day of hire and is available for immediate use for authorized purposes. Accrued sick leave carries over from year to year.
2. **Regular Part-Time:** Employees in regular part-time positions accrue sick leave in an amount prorated to the lower number of hours they work per pay period in paid status. There is no limit on sick leave accumulation. Sick leave accrues from first day of hire and is available for immediate use for valid authorized purposes. Accrued sick leave carries over from year to year.
3. **Temporary:** Temporary employees accrue sick leave at the rate of one hour per every 30 hours worked, beginning on July 1, 2015, or if hired after July 1, 2015, beginning upon commencement of employment. Accrued and unused sick leave carries over to the following year of employment, but sick leave accruals may not total more than 80 hours or 10 work days/shifts, whichever is greater. Sick leave accrues from first day of hire but is not available for use until the 90th day of employment.

C. Protected Sick Leave. In accordance with California law, a portion of an employee's accrued sick leave is designated as protected sick leave. Protected sick leave may be used for any of the purposes stated in this policy.

For regular full-time and part-time employees, up to 48 hours (or six days), whichever is greater, of accrued and available sick leave per year is designated as protected sick leave.

For temporary employees, up to 40 hours, or five days, whichever is greater, of accrued and available sick leave per year is designated as protected sick leave.

Any sick leave accrued beyond the protected amount remains available for use in accordance with this policy but is not subject to the statutory protections applicable to protected sick leave.

The protected sick leave year is measured beginning on July 1, 2015, or the employee's anniversary of hire date, whichever is later.

D. Sick Leave Request. To request to use sick leave if the need for leave is foreseeable, an employee must give the immediate supervisor reasonable advance written or oral notice. If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable. If the employee is required to be absent on sick leave for more than one day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave. Failure to request sick leave as required by this policy without good reason, may result in the employee being treated as absent without leave.

E. Unused Sick Leave. Converting Unused Sick Leave to Vacation: Employees who have accrued in excess of 500 hours of sick leave may convert the unused portion of sick leave in excess of 500 hours to vacation leave, on the basis of 50 percent, that is, two hours of sick leave for one hour of vacation leave.

F. Sick Leave Upon Separation

1. Payout of Unused Sick Leave Upon Retirement, Separation, or Death: Refer to Policy 10112.
2. If the employee is rehired within one year of the date of separation, the previously accrued and unused sick leave will be reinstated and the employee will be entitled to accrue additional paid sick leave upon rehiring.
3. Unless approved by the Executive Director (or, in the case of employees under contract with the Board of Directors, the President or Vice President), employees who resign, separate, retire from service, or are terminated, will not be allowed to use sick leave to extend their employment past the last date of work.

G. Medical Certification

1. An employee must present to his/her supervisor a "back to work" letter from the doctor when he/she has been sick and has been absent from work and on sick leave for more than five workdays (40 sick leave hours), has been exposed to a communicable disease, or has been hospitalized. In such instances and at the discretion of the Executive Director, the employee may be required to undergo an examination by a doctor designated by SBCTA prior to resuming work to determine the medical and physical fitness of the employee to perform the duties of the position. These requirements ensure that the employee is well enough to return to work and to perform his/her normally assigned duties.
2. When an employee is absent from work due to a family illness, death, or other reason not related to the employee's own health and on sick leave for more than three workdays (more than 24 sick leave hours), the employee must provide a valid form of authorization to his/her supervisor with the reason for absence and the use of sick leave. Examples of valid forms of authorization are a doctor's note explaining why the employee's presence was required for an immediate family member's illness, documentation of the illness or death of an immediate family member, etc.
3. An employee with a limited duty notice from his/her doctor must provide the doctor's notice to his/her supervisor on the first day back to work for possible reassignment from normal duties.

H. Worker's Compensation Benefits. In lieu of Worker's Compensation benefits and sick leave, employees receive full salary for the first authorized 40 hours off work following an occupational injury or illness. Thereafter, accumulated sick or other types of leave may be used to supplement temporary disability compensation amounts.

VIII. MEDICAL EMERGENCY LEAVE

- A. This policy allows employees to donate sick leave to another employee, under prescribed circumstances. Medical Emergency Leave is allowable for emergency or catastrophic health conditions associated with eligible sick leave as specified in paragraphs VII.A & B.
- B. Medical Emergency Leave provides for authorized absence with pay for emergency or catastrophic health conditions funded by donations of sick leave from employees to another employee.
 1. Employees may, on a strictly voluntary and confidential basis, make an irrevocable pledge of sick leave to another employee approved for Medical Emergency Leave. Sick leave pledged by a donor

will remain in the donor's balance until such time as it is used by the recipient. Unused pledges will be retained by the donor.

2. Donor employees may pledge up to 40 hours per fiscal year provided a minimum balance of 80 sick leave hours is maintained.
 3. Sick leave may be pledged and used in increments of no less than 4 hours.
- C. Medical Emergency Leave shall be approved by the Executive Director, or his designee. An employee shall meet the following conditions to be considered eligible for approval of Medical Emergency Leave. The employee shall:
1. Have regular employment status for 2080 continuous service hours.
 2. Have exhausted all available leave balances; i.e., sick, vacation, compensatory, and administrative leave.
 3. Produce a valid form of authorization related to the medical condition which requires sustained or repeated absences from duty, such as a doctor's note, documentation of illness, etc.
- D. An employee receiving workers' compensation benefits is not eligible for Medical Emergency Leave. An employee eligible for disability insurance and/or short-term disability must agree to integrate these benefits with sick leave donations.
- E. The cumulative Medical Emergency Leave pledged to any one employee shall not exceed 500 hours, except as authorized by the Executive Director.
- F. Medical Emergency Leave may only be used for the medical situation for which Medical Emergency Leave was approved.
- G. Hours pledged for Medical Emergency Leave shall be contributed at the donor's hourly base salary rate and be converted to the recipient's hourly base salary rate. The employee receiving Medical Emergency Leave donations will be taxed accordingly.
- H. The recipient of Medical Emergency Leave is not eligible for receipt of any accruals such as vacation, sick, holiday, administrative leave or retirement credit related to time taken as medical emergency leave.
- I. Names of donors, recipients, and associated information will be maintained in strict confidence and privacy rights will be upheld. Procedures relative to solicitation and administration will be established by the Executive Director.
- J. Privileges granted under Medical Emergency leave will be revoked at such time as the health condition for which Medical Emergency Leave was approved ceases to exist, as determined by the Executive Director.

IX. ADMINISTRATIVE LEAVE

Exempt employees shall accrue 1.53 hours of administrative leave per pay period up to a maximum of 40 hours annually to compensate for additional hours worked throughout the year. A maximum of twice the annual award of administrative leave may be accrued by exempt personnel. This leave is separate from and in addition to any vacation or holiday leave granted to exempt employees.

Cash out of administrative leave is subject to the same cash out rules as vacation leave while employed with SBCTA – see par. VI. All accrued administrative leave will be paid upon retirement, separation, or death of the employee at his or her rate of pay at the time of retirement, separation, or death.

X. HOLIDAY LEAVE

Regular employees are eligible for holiday leave. Part-time employees will be granted a pro-rated amount for holiday leave per holiday. Holiday leave is intended to allow employees the opportunity to celebrate holidays. Authorized SBCTA holidays are expected to be taken on the day they are scheduled.

A. Holiday leave may not be cashed out while employed with SBCTA. Accrued Holiday leave must be used before taking any vacation and administrative leave. Any accrued Holiday leave will be paid upon

retirement, separation, or death of the employee at his or her rate of pay at the time of retirement, separation, or death.

B. Holidays falling on Saturday or Sunday shall be observed on the respective Friday or Monday as established by SBCTA. Holidays occurring during vacation shall be charged as holiday leave.

Employees in regular positions shall be entitled to the following days as holiday leave:

- New Year's Day - January 1
- Martin Luther King Day - Third Monday in January
- President's Day - Third Monday in February
- Memorial Day - Last Monday in May
- Juneteenth – June 19
- Independence Day - July 4
- Labor Day - First Monday in September
- Veterans Day - November 11
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve - December 24
- Christmas Day - December 25
- New Year's Eve - December 31

XI. PREGNANCY DISABILITY LEAVE

A. Amount of Leave. Employees who are temporarily disabled due to pregnancy, childbirth, or related medical conditions shall be eligible for unpaid Pregnancy Disability Leave (PDL) totaling up to the number of hours she would normally work within four months (one-third of a year or 17 1/3 weeks) in accordance with state law. For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on a 40 hour per week times 17 1/3 weeks. An employee who works less than 40 hours per week will receive a pro-rata or proportional amount of leave. There is no minimum time of employment to take this type of leave.

B. Compensation and Benefits During Leave. An employee on PDL must use any accrued sick leave for any portion of the leave for which state disability or short-term disability is not being paid. Once sick leave is depleted, the employee may elect to use vacation leave or any other accrued paid time off during the PDL. Otherwise, PDL is without pay.

On an approved PDL, an employee may continue to receive any group health insurance coverage that was provided before her leave, beginning on the date the pregnancy disability leave begins and continuing for up to four months in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. SBCTA may recover premiums it paid to maintain health coverage if an employee does not return to work following pregnancy disability leave, unless the reason for the failure to return is a circumstance beyond her control or the use of the separate right to 12 weeks of bonding leave under the California Family and Medical Leave Act. Refer to Policy 10122-1.

C. Notification and Certification Requirements. Requests for PDL must be submitted in writing with reasonable advance notice of the medical need for the leave. All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to the Director of Management Services.

The request for PDL leave must be supported by a written certification from the attending physician stating that: 1) the employee is disabled from working by pregnancy, childbirth or a related medical condition; 2) the date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and 3) the estimated duration or end date of the leave.

D. Concurrent Use of Leave Entitlements. With regard to PDL, FMLA leave will run concurrently with PDL. However, CFRA leave entitlement for baby bonding as a result of the birth of a child or to care for a newborn or the placement of a child in connection with adoption or foster care will commence once PDL has ended and will run concurrently with the remainder of any FMLA leave entitlement.

Following is an example of how PDL, FMLA, and CFRA may run concurrently:
Policy10111

	— First Day of Leave due to Disability																			
Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
State	PDL - Disabled due to conditions related to pregnancy (Not to exceed 17 1/3 wks)						CFRA - Employee's own disability and birth of child.													
Federal	FMLA - Employee's own disability and birth of child.																			

- E. Paid Leave Accruals.** Paid leave accruals do not accrue while an employee is on unpaid pregnancy disability leave.
- F. Employee Status During Leave.** The employee retains employee status during the leave. The leave is not a break in service for purposes of longevity or seniority or employee benefit plan. Benefits will be resumed upon the employee's reinstatement in the same manner and at the same levels as provided when the leave began, without any new qualification period, physical exam, or other qualifying provisions.
- G. Reinstatement.** Upon the expiration of PDL, the employee shall be reinstated in the same or similar job, so long as it was not eliminated for a legitimate business reason during the leave.
- If the employee's original position is no longer available, the employee will be assigned to a comparable, open position.
- If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, SBCTA will initiate an interactive process with the employee in order to identify a potential reasonable accommodation.

XII. REPRODUCTIVE LOSS LEAVE

- A. Employees Eligible for Leave.** Employees who have at least 30 days of service with SBCTA may take up to five (5) days of job-protected leave for a Reproductive Loss Event,
- B. Amount of Leave.** An employee may take up to five (5) days of Reproductive Loss Leave for a Reproductive Loss Event. If an employee experiences more than one Reproductive Loss Event within a 12-month period, the total amount of Reproductive Loss Leave shall not exceed 20 days within a 12-month period. Leave days do not need to be taken consecutively, but Reproductive Loss Leave must be completed within three (3) months of the Reproductive Loss Event or the end date of any other leave entitlement under CFRA or federal law which the employee is on or chooses to take prior to or immediately following the Reproductive Loss Event.
- C. Compensation During Leave.** An employee on Reproductive Loss Leave may choose to use accrued sick, vacation, or any other accrued paid time off during the leave. Otherwise, Reproductive Loss Leave is without pay.

XIII. FAMILY MEDICAL LEAVE

- A. Statement of Policy.** SBCTA provides family and medical care leave for eligible employees as required by state and federal law. Employees who misuse or abuse family and medical care leave may be disciplined up to and including termination. Employees who fraudulently obtain or use CFRA leave are not protected by the CFRA's job restoration or maintenance of health benefits provisions. This Policy is supplemented by the Federal Family and Medical Leave Act ("FMLA"), and the California Family Rights Act ("CFRA").
- B. Concurrent Running of FMLA and CFRA Leaves.** Unless otherwise provided by law, SBCTA will run each employee's FMLA and CFRA leaves concurrently.
- C. Definitions.** For the purposes of Section XIII of this policy, the following definitions shall apply:
- 1. 12-Month Period:** A rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

- 2. Single 12-Month Period:** A 12-month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered service member and ends 12 months after that date.
- 3a. Child (FMLA):** A child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care, and includes a biological, adopted, foster or stepchild. A child is "incapable of self-care" if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living, such as caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning shopping, taking public transportation, paying bills, maintaining a residence, or using telephones and directories.
- 3b. Child (CFRA):** A child of any age, including biological, adopted, foster child, stepchild, a legal ward, a child of the employee's domestic partner, or a person to whom the employee stands *in loco parentis*.
- 4a. Parent (FMLA):** The biological parent of an employee or an individual who stands or stood *in loco parentis* (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
- 4b. Parent (CFRA):** A parent includes a biological, foster or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood *in loco parentis* to the employee when the employee was a child.
- 5. Spouse (FMLA/CFRA):** One of two persons to a lawfully recognized marriage.
- 6. Domestic Partner (CFRA):** Another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient.
- 7. Designated Person (CFRA):** A designated person is defined as an individual related to the employee by blood or whose association with the employee is equivalent to a family relationship. Employees requesting CFRA leave to care for a designated person must identify the designated person at the time of request for leave.
- 8. Serious Health Condition:** An illness, injury impairment, or physical or mental condition that involves:
- a. Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom). A person is considered "inpatient" when a health care facility admits him or her to the facility with the expectation that he or she will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or
 - b. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
 - i. A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and
 - ii. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or
 - Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.

- c. Any period of incapacity due to pregnancy or for prenatal care. Note that pregnancy is a “serious health condition” only under the FMLA. Under California law, an employee disabled by pregnancy is entitled to pregnancy leave.
- d. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - i. Requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
 - ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - iii. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
- e. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by health care provider.
- f. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

9. Health Care Provider:

- a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery in the State of California;
- b. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, which directly treats or supervises treatment of a serious health condition;
- c. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
- d. Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
- e. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
- f. Any health care provider from whom an employer or group health plan’s benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

10. Covered Active Duty:

- a. In the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or
- b. In the case of a member of the reserve component of the Armed Forces, duty during the deployment of the member of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.

11. Covered Servicemember:

- a. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- b. A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

12. Outpatient Status: With respect to a covered servicemember, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

13. Next of Kin of a Covered Servicemember: The nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

14. Serious Injury or Illness:

- a. In the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that a covered servicemember incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating; or
- b. In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

D. Reasons for Leave. Leave is only permitted for the reasons listed below.

1. The birth of a child or to care for a newborn of an employee;
2. The placement of a child with an employee in connection with the adoption or foster care of a child;
- 3a (FMLA). Leave to care for a child, parent, or spouse with a serious health condition;
- 3b (CFRA). Leave to care for a child of any age, spouse, partner, parent, grandparent, grandchild, sibling, or designated person with a serious health condition;
4. Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of his/her position;
5. Leave for a variety of "qualifying exigencies" arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation; or
6. Leave to care for a spouse, son, daughter, parent, or "next of kin" who is a covered servicemember of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to 26 weeks of unpaid leave during a single 12-month period.

E. Employees Eligible for Leave. Employees employed by SBCTA for at least 12 months and who have been employed by SBCTA for at least 1,250 hours during the 12-month period immediately preceding the commencement of the requested leave are eligible for unpaid leave under the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA).

An employee is eligible for 12 weeks of parental leave to bond with a new child within one year of the child's birth, adoption or foster care placement if:

1. The employee has been employed by SBCTA for at least 12 months; and
2. The employee has been employed by SBCTA for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

F. Amount of Leave. Eligible employees are entitled to a total of 12 workweeks of leave in a rolling 12-month period or 26 workweeks of leave in a rolling 12-month period in the case of leave for the care of a covered servicemember with a serious injury or illness. In calculating hours worked for the purposes of FMLA, only service hours are used (refer to Policy 10107 for definition of service hours).

G. Consecutive CFRA and PDL Leave. Family leave under the CFRA may be taken in addition to PDL, if the circumstances meet the criteria for both leaves. Refer to Section XI, Pregnancy Disability Leave, above for information on PDL. Refer to Policy 10122-1 for continuance of benefits.

H. Minimum Duration of Leave.

1. If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for less than two weeks duration on any two occasions.
2. If leave is requested to care for a child, parent, spouse or the employee him/herself with serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions in this policy is required.

I. Parents both Employed by SBCTA. If both parents of a child, adoptee, or foster child are employed by SBCTA and are entitled to bonding leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period. If both parents of a covered servicemember are employed by SBCTA and are entitled to leave to care for a covered servicemember, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 workweeks during the 12-month period. This limitation does not apply to any other type of leave under this policy.

J. Employee Benefits While on Leave.

1. **Group Health Insurance During Unpaid Leave.** Leave under this Policy is unpaid. While on unpaid leave, employees will continue to be covered by SBCTA's group health insurance for up to 12 weeks, or 6 pay periods, each leave year to the same extent that coverage is provided while the employee is on the job. If the employee is disabled by pregnancy, coverage will continue up to four months, or 8 pay periods, each leave year. If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, SBCTA will maintain her coverage while she is disabled by pregnancy (up to four months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks).
 2. **Benefit Plans Not Provided through SBCTA's Group Health Plan During Unpaid Leave Do Not Continue.** SBCTA does not pay for benefit plans that are not part of the group health plan for any employee on unpaid leave. As a result, employees will not continue to be covered under SBCTA's benefit plans that are not provided through the SBCTA's group health plans while the employee is on unpaid leave.
 3. **Payment of Premiums.** Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the employee is using his or her paid leave) or direct payments (if the employee is not using his or her paid leave). The Benefits Administrator will inform the employee whether the direct payments for premiums should be paid to the carrier or to SBCTA via the Benefits Administrator, and the deadlines for paying premiums in order to prevent coverage from being dropped. Employee contribution rates are subject to any changes in rates that occur while the employee is on leave.
 4. **Recovery of Premium if the Employee Fails to Return from Leave.** If an employee fails to return to work after his or her leave entitlement has been exhausted or expires, SBCTA shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his or her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control.
 5. **Paid Leave Accruals.** Paid leave accruals do not accrue while an employee is on unpaid family and medical care leave.
1. **K. Substitution of Paid Accrued Leaves.** Family and medical care leave is generally unpaid. However, employees must use their available paid leave at the same time, as outlined below. **Use of Paid Leave During FMLA/CFRA Leave**
 - a. Employees must use and exhaust accrued paid leave concurrently with FMLA/CFRA leave, subject to the following exceptions:

- i. Disability Leave: Employees are not required to use paid leave if they are receiving partial wage replacement through a disability plan, unless they choose to use accrued leave to cover the unpaid portion.
- ii. Sick Leave for Family Care: Accrued sick leave may only be used to care for a child, parent, spouse, or domestic partner if the employee agrees to do so.

2. Concurrent Designation of Other Leaves

- a. If an employee takes another type of leave that also qualifies under FMLA and CFRA, SBCTA will designate the leave as running concurrently with the employee's 12-week FMLA/CFRA entitlement.

3. Requests for Accrued Leave Without Mention of FMLA/CFRA

- a. If an employee requests to use vacation or other paid leave without referencing FMLA/CFRA, SBCTA will not ask whether the leave qualifies under those laws.
- b. If SBCTA denies the request and the employee then explains that the leave is for an FMLA/CFRA qualifying reason, SBCTA may require the employee to use accrued paid leave concurrently with FMLA/CFRA leave, consistent with this policy.

L. Employee Notice of Leave. The employee must provide as much notification as possible when requesting FMLA/CFRA leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact day(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

M. Medical Certification / Recertification. Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

- 1. Employee's Own Serious Health Condition.** Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position. Upon expiration of the time period the health care provider originally estimated that the employee needed for his/her own serious health condition, the employee must obtain recertification if additional leave is requested.
- 2. Family Member Serious Health Condition.** Employees who request leave to care for a child, parent, domestic partner or a spouse who has serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, or spouse, and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent or spouse.

The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member, the employer must obtain recertification if additional leave is requested.

- 3. Servicemember Serious Injury or Illness.** Employees who request FMLA leave to care for a covered servicemember who is a child, spouse, parent or "next of kin" of the employee, must provide written certification from a health care provider regarding the injured servicemember's serious injury or illness. SBCTA will verify the certification as permitted by the FMLA regulations.
- 4. Qualifying Exigency.** The first time an employee requests FMLA leave because of a qualifying exigency, an employee may require the employee to provide a copy of the servicemember's active duty orders or other documentation issued by the military which indicates that the servicemember is on covered active duty or call to active duty status in a foreign country, and the dates of the servicemember's active duty service. A copy of the new active duty orders or similar documentation

shall be provided to SBCTA if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different servicemember. SBCTA will verify the certification as permitted by the FMLA regulations.

- N. Time to Provide a Medical Certification.** When an employee has provided at least 30 days' notice for a foreseeable leave, the employee must provide a medical certification before the leave begins. When this is not possible, the employee must provide the medical certification to SBCTA within the time frame requested by SBCTA (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.
- O. Consequences for Failure to Provide an Adequate or Timely Certification.** If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established in this policy, SBCTA may delay the taking of FMLA/CFRA leave until required certification is provided, or deny FMLA/CFRA protections following the expiration of the time period to provide an adequate certification.
- P. Director of Management Services' Review of the Contents of Medical Certification for Employee's Own Serious Health Condition.**
- 1. Complete and Sufficient.** The employee must provide a certification for his or her own serious health condition that is complete and sufficient to support the request for leave. A certification is incomplete if one or more of the applicable entries on the certification form have not been completed. A certification is insufficient if the information on the certification form is vague, ambiguous, or not responsive. If the certification is incomplete or insufficient, the Director of Management Services will give the employee written notice of the deficiencies and seven days to cure, unless a longer period is necessary in light of the employee's diligent, good faith efforts to address the deficiencies.
 - 2. Authentication and Clarification.** After giving the employee an opportunity to cure the deficiencies in a medical certification for the employee's own serious health condition, the Director of Management Services may contact the health care provider who provided the certification to clarify and/or authenticate the certification. "Authentication" means providing the health care provider with a copy of the certification form and requesting verification that the information on the form was completed or authorized by the health care provider who signed the form. "Clarification" means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of the response. The Director of Management Services may not ask for additional information beyond that required on the certification form.
- Q. Second and Third Medical Opinions for Employee's Own Serious Health Condition.** If SBCTA has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, SBCTA may require a medical opinion of a second health care provider chosen and paid for by SBCTA. If the second opinion is different from the first, SBCTA may require the opinion of a third provider jointly approved by SBCTA and the employee, but paid for by SBCTA. The opinion of the third provider will be binding. SBCTA must provide the employee with a copy of the second and third medical opinions, where applicable, without cost, upon the request of the employee.
- R. Intermittent Leave or Leave on a Reduced Schedule.** If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for his or her own serious health condition, or to care for an immediate family member with serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. SBCTA may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.
- S. Reinstatement Upon Return From Leave.**
- 1. Reinstatement to Same or Equivalent Position.** Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Employees have no greater rights to

reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.

2. **Date of Reinstatement.** If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and SBCTA, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.
3. **Employee's Obligation to Periodically Report on His/Her Condition.** Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
4. **Fitness for Duty Certification.** As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his or her job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.
5. **Reinstatement of "Key Employees".** SBCTA may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed by the SBCTA within 75 miles of the worksite) if such denial is necessary to prevent substantial and grievous economic injury to the operations of SBCTA, and the employee is notified of SBCTA's intent to deny reinstatement on such basis at the time SBCTA determines that such injury would occur.

T. Required Forms. Employees must complete the applicable forms to receive family and medical care leave.

XIV. BLOOD DONOR LEAVE

With prior approval from the immediate supervisor, employees in regular positions may receive up to two hours off with pay for whole blood donations or four hours off for plasma (apheresis) donations.

XV. JURY DUTY AND WITNESS LEAVE

- A. **Notice.** Any employee, including a temporary employee, who is summoned to serve on a jury, or subpoenaed or ordered to be a witness, must notify his or her supervisor or department head as soon as possible.
- B. **Return to Work Requirement.** Any employee who is released from jury service prior to the end of his or her scheduled work hours must report to work unless otherwise authorized by his or her supervisor.
- C. **Pay for Jury Duty and Witness Leave.** Regular employees who are ordered to serve on jury duty receive their base pay for those hours of absence from work, provided the employee waives fees for jury duty service, other than mileage.
The time spent on jury duty is not work time for purposes of calculating overtime compensation.
- D. **Certification Requirement.** Employees will provide Finance a "Jury Duty Certification" form at the end of the required jury duty to verify the service.
- E. **Regarding SBCTA Duties.** Any employee, including a temporary employee, who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of his or her SBCTA job duties, must give his or her supervisor as much advance notice as is possible. SBCTA will determine whether the matter involves an event or transaction in the course of the employee's SBCTA job duties. If so, this leave to appear in court will be without loss of compensation, and the time spent will be considered work time. SBCTA will offset the amount from pay the employee receives for witness fees.
- F. **Regarding Employee-Initiated Proceedings.** Any employee, including a temporary employee, who is subpoenaed to appear, or appears in court because of civil or administrative proceedings that he or she initiated, is not entitled to receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay or may use any accrued leave other than sick leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

- G. Regarding Victim of Violence/Victim of Violence Family Member Court Attendance Leave.** Any employee, including a temporary employee, who is a victim of a qualifying act of violence, may take leave from work to attend judicial proceedings related to that qualifying act of violence, if the employee provides SBCTA a copy of the notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide SBCTA, within a reasonable time after the leave is taken, documentation from the district attorney, victim's rights office, or court / governing agency that shows that the judicial proceeding occurred when the leave was used. An employee who is an immediate family member of a victim of such a qualifying act of violence, including: a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather is also entitled to leave from work to attend judicial proceedings relating to that qualifying act of violence. Leave is unpaid unless the employee elects to use sick leave, accrued vacation or personal leave, or compensatory time.
- H. Regarding Victim of Qualifying Act of Violence/ Victim of Qualifying Act of Violence Family Member Rights Proceedings Leave.** Any employee, including a temporary employee, who is a victim of a qualifying act of violence listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue, if the employee provides SBCTA reasonable advance notice. If advance notice is not feasible, the employee must provide SBCTA, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the qualifying acts of violence listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a victim is also entitled to this leave if the above notice or certification requirements are met. Leave is unpaid unless the employee elects to use sick leave, accrued vacation or personal leave, or compensatory time.

XVI. LEAVE FOR VICTIMS OF QUALIFYING ACT OF VIOLENCE

- A. To Obtain Restraining Orders or Injunctive Relief.** Any employee, including a temporary employee, who is a victim of a qualifying act of violence, including domestic violence, sexual assault, stalking, or other violent crimes as defined in Government Code section 12945.8(j)(5), may take leave from work to obtain or attempt to obtain any relief. This includes, but is not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his or her child.

If the employee provides advance notice of the need for leave, the time off will be granted accordingly. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim of a qualifying crime; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider, counselor, or victim advocate indicating the employee was receiving treatment for services related to the incident.

Leave is unpaid unless the employee elects to use sick leave, accrued vacation or paid leave, or compensatory time.

- B. To Obtain Medical Attention, Counseling, or Safety Planning.** Any employee, including a temporary employee, who is a victim of a qualifying act of violence, including domestic violence, sexual assault, stalking, or other violent crimes, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety.

If the employee provides advance notice of their intention to take time off for these purposes, the leave will be granted. If advance notice is not feasible, the employee must provide any of the following to SBCTA within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider, counselor, or victim advocate indicating the employee was receiving treatment or services related to the incident.

Leave is unpaid unless the employee elects to use sick leave, accrued vacation or personal leave, or compensatory time.

- C. Definition of "Victim."** For purposes of this policy and consistent with California Government Code § 12945.8(j)(8), a "victim" means an individual who has been subjected to domestic violence, sexual assault, stalking, or other qualifying acts of violence. An individual qualifies as a victim regardless of whether the perpetrator has been arrested, charged, or convicted.
- D. Confidentiality.** SBCTA shall maintain the confidentiality of any employee requesting leave under this section, including any documentation provided, to the extent permitted by law.
- E. Concurrent Use of Leave Entitlements.** Crime victim leave does not run concurrently with FMLA or CFRA, unless the employee also has a serious health condition that independently qualifies under FMLA/CFRA.

XVII. MILITARY LEAVE

Military leave will be provided in accordance with state and federal law, including, but not limited to, California Military and Veterans Code Section 395 *et seq.*, and any amendment thereto, and the federal Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA), codified at 38 U.S.C. Section 4301 *et seq.*

- A. Notice and Orders.** All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, a copy of military orders must accompany the request for leave.
- B. Temporary Military Leaves of Absence.** Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to a temporary military leave of absence for the purpose of active military training, encampment, naval cruises, special exercises, or like activity, provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time spent going to and returning from duty. While on paid status, an employee on temporary military leave shall receive the same vacation, administrative, holiday, sick leave, step advances employment, and reemployment privileges that the employee would have enjoyed had the employee not been absent, provided such employee has been employed by SBCTA for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive his/her regular salary or compensation, pursuant to par. XVII F. of this Policy.
- C. Long Term Military Leaves of Absence (Active Duty).** An employee who resigns or leaves his or her position to serve in the Armed Forces or is ordered to active duty in the Armed Forces shall have a right to return to his or her former classification upon serving written notice to the appointing authority, no later than ninety (90) days after completion of such service unless an exception applies pursuant to USERRA. Returning employees are subject to a physical/psychological examination.
If SBCTA has abolished the employee's former classification, then the employee shall be entitled to a classification with comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.
The right to return to a former classification shall include the right to be restored to such status as the employee would have if the employee had not been absent.
- D. Inactive Duty.** This Policy does not include an employee's attendance for inactive duty, commonly referred to as weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee may use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty may also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave.

- E. Uniformed Service Employment and Reemployment Rights Act of 1994.** Eligible employees who are absent from their positions for service in the uniformed services are entitled to the reemployment and benefit rights as further described in USERRA. Specifically, a returning employee will receive restoration of original hire and benefit date, salary step, vacation accrual rate, administrative leave accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate, and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board).
- F. Compensation.** Any employee meeting the requirements in Paragraphs XVII B and C, shall be entitled to receive his or her regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.
- G. Continuation of Wage and Benefits for Full-Time Employee Called to Active Duty.** An employee who is a member of the Armed Services Reserve or National Guard and is called to active duty as a result of the activation of military reservists, and who are eligible to receive the thirty (30) calendar day military leave compensation shall receive the difference between his/her military pay (including wages, salary, specialty assignment, housing subsidy or any other form of compensation) and his/her base salary with SBCTA starting on the 31st calendar day of military leave. The difference in salary payments shall not continue beyond 365 calendar days. During this period, SBCTA would continue to contribute towards the medical and dental benefits of the employee, providing the employee and his/her dependents were covered under the medical and dental plans offered by SBCTA prior to being called to active duty. During the period of military service, the medical and dental plans provided by the military for the employee and dependents would be the primary payer.
- H. Ten Days of Unpaid Spousal Leave.** An employee whose legal spouse is a member of the Armed Services, National Guard, or Reserves, and is deployed during a period of military conflict, is entitled to ten days of unpaid leave, if the employee satisfies all the following:
1. Works 20 or more hours per week on average for SBCTA; and
 2. Provides his or her department head with notice, within two business days of receiving official notice that the spouse will be deployed, of his or her intention to take the leave; and
 3. Submits written documentation to the department head certifying that the spouse will be deployed during the time of the leave sought.

As used here, "period of military conflict" means a period of war declared by the U.S. Congress or a period of deployment pursuant to sections 12301 and 12302 of Title 10 of the U.S. Code or Title 32 of the U.S. Code.

XVIII. SPECIAL LEAVE OF ABSENCE WITHOUT PAY

Unless authorized by law or an SBCTA policy, an employee is not entitled to a leave of absence without pay. Instead, only upon written request by the employee and at the discretion and approval of the Executive Director, may a regular employee be granted a leave of absence without pay. Special leave is subject to the needs of the agency.

- A. Reasons for Special Leave of Absence:**
1. Medically incapacitated to perform assigned duties.
 2. Complete a relevant course of study that will enhance his or her value as an employee.
 3. For any reason considered appropriate by the Executive Director.
- B.** An authorized leave of absence without pay is not a break in service for purposes of calculating seniority. Employees taking a special leave of absence for reasons other than a protected leave may be granted the right to return to their current position, but will be required to compensate the agency for costs related to continuance of their benefit plan during the absence. Refer to Policy 10122-1.
- C.** Unless required by law, vacation leave credits, sick leave credits, increases in salary, all other paid leaves, holidays and fringe benefits and other similar benefits do not accrue to an employee on unpaid

leave. During the period of authorized unpaid leave, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

XIX. UNAUTHORIZED ABSENCE, ABUSE OF LEAVE, AND EXCESSIVE TARDINESS OR ABSENTEEISM

- A. Unauthorized Absence.** Unauthorized absence from work is considered cause for dismissal. Absence from work without permission for three consecutive days will be considered an automatic resignation.
- B. Abuse of Leave.** Abuse of leave is a claim of entitlement to leave when the employee does not meet the requirements for taking the leave, and may be grounds for discipline, up to and including termination. Should SBCTA suspect that there is an abuse of leave by an employee, the agency may require that the employee submit a physician's certificate to support the absence.
- C. Excessive Tardiness or Absenteeism.** Excessive tardiness occurs when a non-exempt employee, without authorization, is late to work or late to return from breaks more than three times during any 30-day period. Excessive absenteeism occurs when the number of unauthorized absences for reasons that are not permitted by state or federal law, exceeds three days in any three-month period. Excessive tardiness or absenteeism may be grounds for discipline, up to and including termination.

XX. PAID ADMINISTRATIVE LEAVE

SBCTA has the right to place an employee on leave with full pay for non-disciplinary reasons at any time when the Deputy Executive Director has determined that the employee's and/or SBCTA's best interests warrant the leave. The employee does not have a right to appeal the decision to be placed on administrative leave with pay.

XXI. SCHOOL RELATED LEAVE

- A. School or Licensed Day Care Activity Leave.** Any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands *in loco parentis* to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, shall be allowed up to 40 hours each school year, not to exceed eight hours in any calendar month of the school year, to: participate in activities of their child's school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency. The employee must provide reasonable advance notice to his/her supervisor of the planned absence. The leave is unpaid unless the employee uses vacation or compensatory time off. The employee must provide documentation from the school or licensed child care facility as verification that the employee participated in school or child care facility activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody work for SBCTA at the same SBCTA work site, only the first parent requesting will be entitled to leave under this provision.
- B. Child Suspension Leave.** Any employee who is the parent or guardian of a child in grades 1 through 12 may take time off to go to the child's school in response to a request from the child's school, if the employee gives advance notice to his or her supervisor. A school has the authority to request that the parent attend the child's school if the child has: committed any obscene act; habitually used profanity or vulgarity; disrupted school activities; or otherwise willfully defied the valid authority of school personnel.

XXII. BEREAVEMENT LEAVE

- A.** Employees who have at least 30 days of service with SBCTA may take up to five (5) days of Bereavement Leave due to the death of an Immediate Family Member.
- B.** Eligible employees are entitled to a total of five (5) days off for each occurrence of loss. Leave must be completed within three months of the death of the Immediately Family Member, however the leave

need not be taken on consecutive days. Employees must communicate the need to take Bereavement Leave with their immediate supervisor or with the Director of Management Services. If requested by SBCTA, the employee shall provide sufficient documentation of the death of the Immediate Family Member to their supervisor.

Nothing in this section is intended to limit an employee's ability to request additional time off in accordance with other applicable leave policies.

- C. An employee on Bereavement Leave may choose to use accrued sick, vacation, or any other accrued paid time off during the leave. Otherwise, Bereavement Leave is without pay.

XXIII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/03/91
1	<ul style="list-style-type: none"> - Added definitions to provide specific citation of State and Federal requirements, as well as to provide clarity for those interpreting SANBAG personnel policies. - Authorized the SANBAG Executive Director to interpret SANBAG policies to handle administrative interpretations. - Provided more specificity with respect to regular, part-time, and temporary employee work hours. Authorized the Executive Director to modify the established workday, as necessary. Expanded on the reporting of hours worked to reflect daily, actual hours worked and consideration of minimum agency requirements. Clarified differences between exempt and non-exempt work standards, as well as requirements related to payment of overtime and compensatory time off. Eliminated paid vacation, holiday, and sick from time worked for purposes of calculating overtime, as provided in the Fair Labor Standards Act. - Added provisions for part-time employee vacation accrual rates. Incorporated Internal Revenue Service requirements relative to declaration of cash outs and imposition of penalties. - Eliminated the ability to allocate Administrative Leave to the Cafeteria Plan. - Established holiday accrual rates for part-time employees. Eliminated the ability to cash out holiday time and established an expectation that holidays will be taken on the date specified. - Provided specific standards for use of sick leave, return to work orders, and examinations. Specified sick leave accrual rates for part-time employees. - Expanded the explanation of pregnancy disability, family medical, blood donor, jury duty, and military leaves to provide a better general description and references for those interpreting SANBAG personnel policies. - Expanded language to provide clarity for leave of absence and unauthorized absence. 	03/01/00
2	<ul style="list-style-type: none"> - Par. II. AUTHORIZATION: Moved from par. IV into its own paragraph. - Par. III. REFERENCES: Added reference to Policy 10110, Employment Status and Classification. - Par. IV. DEFINITIONS: Removed definitions for exempt, non-exempt, regular, and temporary employees since those terms are now defined in Policy 10110, where the terms properly belong. - Par. VIII. ADMINISTRATIVE LEAVE: Revised to change "A maximum of 80 hours of administrative leave may be accrued." to "A maximum of twice the annual award of administrative leave may be accrued." Also changed the cash out of administrative leave to be the same as for vacation leave. - Formatting changes made throughout policy to convert policy into current SANBAG policy format. 	04/03/02
3	<ul style="list-style-type: none"> Par. IV: Added Medical Emergency Leave definition. Par. VIII: Added new paragraph on Medical Emergency. Re-numbered subsequent paragraphs. 	09/04/02
4	<ul style="list-style-type: none"> Par. III. REFERENCES: Added Policy 10122-1, Flexible Benefit Plan. Par. XI, second paragraph: Added reference to Policy 10122-1. Par. XII.A: Added reference to Policy 10122-1. Par. XVI.B: Added reference to Policy 10122-1. 	01/05/05
5	<ul style="list-style-type: none"> Par. XI: Modified maximum pregnancy disability leave for eligible employees from 123 calendar days to four months in accordance with State law; corrected an error in the amount of time SANBAG will continue benefits for unpaid Pregnancy Disability Leave for up to six pay periods, rather than six weeks; requires written notice five days in advance of pregnancy disability leave, unless the commencement of leave was not foreseeable." Par. XVI.B: Edited to add "...for reasons other than Pregnancy Disability Leave, Family Medical Leave, or California Family Rights leave..." 	09/07/05
6	<ul style="list-style-type: none"> Par. IV: Added definition for Military Leave. Par. XV. MILITARY LEAVE: Revised to reflect the USERRA (Uniformed Services Employment and Reemployment Rights Act) military leave benefits revised in December 2005. 	06/07/06

7	Par. VI.A: Revised from “whichever is later” to “at the discretion of the supervisor”. Note: Revised Policy 10110, Employment Status and Classification was approved by the Board on 6/4/03 to extend the probationary period from 1040 service hours to 2080 service hours. The change to this Policy 10111 enables the supervisor to allow a new employee to take vacation before the probationary period ends.	09/13/06
8	Par. III: Added Policy 10112, Retirement Medical Trust Fund Par VII.C.2: Revised to refer to Policy 0112, Retirement Medical Trust Fund – payout of unused sick leave upon retirement, separation, or death is now in Policy 10112.	08/01/07
9	Administrative change to correct minor error to the definition of Military Leave in par. IV. Is: Military leave is defined ... active duty for training, initial active duty for training (weekend drills), ... duty. Should be: Military leave is defined ... active duty for training, inactive duty for training (weekend drills), ... duty,	08/27/08
10	Policy Title: Changed from Work Hours, Leaves, and Absences to Work Requirements, Leaves, and Absences. Par. I: Changed purpose from “... establish standards for working hours ...” to “... establish standards for work requirements...”. Par. III: Added reference to Policy 10120, Employee Work Schedules. Par. IV: Revised Workday and Work Week definitions by referring to Policy 10120. Par. V.A.1: Deleted the first sentence on the normal workday. Par. V.A.1.a: Revised for clarity – changed from passive to active voice to emphasize employee responsibility. Par. V.B: Revised paragraph heading from “Work Schedule” to “Work Requirements”. Par. V.B.1: Revised “SANBAG exempt employees will work, on the average, more than 40 hours per workweek...” to ... more than 80 hours per pay period...” due to 9/80 work schedule. Par. V.B.2: Revised second sentence for clarity. Par. VI.D: Added second paragraph for clarification of vacation accrual rates for employees credited with prior public service.	11/05/08
11	Par. IV. DEFINITIONS: Revised definition of FMLA to include new military family leave entitlement – see par. XII.G. Par. VI: Table 1, Vacation Leave – revised to replace pay periods with service hour levels, for clarification. Par. VI.D: Added paragraph to clarify the vacation accrual rate when credit for prior public service is authorized by the Executive Director – “credit for prior service and approval of an accrual rate which recognizes prior employment will not affect the requirement for specified years of SANBAG service prior to elevation to the next higher accrual rate.” Par. XII. FAMILY MEDICAL LEAVE: Revised to add second sentence on “rolling 12-month period”. Par. XII.G: Added new paragraph on Military Family Leave Entitlement. These are new military family leave entitlements enacted (effective January 16, 2009) under the National Defense Authorization Act for FY 2008.	07/01/09
12	Par. XV.E. Continuation of Wage and Benefits for Full-Time Employee Called to Active Duty. Added new paragraph to Military Leave.	08/05/09
13	Par. IV: Revised Workday by removing specific 8-5pm schedule and reference 8-hour day M-F. Par. VII.C.A: Added Victim of domestic violence, sexual assault, or stalking. Par. VII.B: Separated accrual and usage by classification adding in new temporary classifications eligibility for sick leave accrual under the new Healthy Families Act of 2014. Par. VII.C.2: Revised to specify separated employee will have their sick leave accruals reinstated if the employee is rehired within a year of the date of separation as required under the Healthy Families Act of 2014.	06/03/15
14	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2107, Agenda Item 6.	01/04/17
15	Par. IV: Revised; Par. V: Revised; Par. VI: Revised; Par. VII: Revised; Par. IX: Revised; Par. XI: Revised; Par. XII: Revised; Par. XIV: Revised; Par. XV: Added Leave for Victims of Domestic Violence, Sexual Assault and Stalking; Par. XVI: Revised to comply with California Military and Veterans Code Section 395 <i>et seq.</i> , and the federal Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA) (38 U.S.C. § 4301 <i>et seq.</i>); Par. XVII: Renumbered and Revised Special Leave of Absence Without Pay; Par. XVIII: Renumbered and revised to add Abuse of Leave and Excessive Tardiness; Par. XIX: Added Paid Administrative Leave; Par. XX:	04/03/19

	Added School Related Leave; Par. XXI: Renumbered. Change approved by the Board on April 3, 2019, Agenda Item 6.	
16	<p>Revised to be consistent with AB 1041 (2022) and AB 1949 (2022).</p> <p>Par. IV. DEFINITIONS: Revised definitions to include Designated Person, Bereavement Leave and Reproductive Loss Leave to comply with passing of SB 848 (2023).</p> <p>Par. VII.A: Added Designated Person to list of approved Family Members and included limit of one designated person per 12-month period.</p> <p>Revised Par. VII to be consistent with SB 616 (2023).</p> <p>Par. VII.B.3: Revised sick leave accrual hours from 48 to 80 and accrual days from 6 to 10.</p> <p>Par. VII.C: Increased amount of paid sick leave for temporary employees from 24 to 40 hours and from 3 to 5 days.</p> <p>Par. IX: Revised; Par. XI.A: Revised: Added second sentence to clarify payout of leave upon separation.</p> <p>Par. X.B Eliminated Christopher Columbus Day and added Juneteenth holiday</p> <p>Par. XII: Added new paragraph on Reproductive Loss Leave. Re-numbered subsequent paragraphs</p> <p>Par. XXII: Added new paragraph on Bereavement Leave. Re-numbered subsequent paragraphs</p> <p>Change approved by the Board on September 4, 2024. Agenda Item 10.</p>	09/04/24
17	<p>Par. IV. DEFINITIONS: Added Qualifying Acts of Violence; Par.V.C:clarified no less than 30-minute meal period; Par. VII.A. added reference to definition of sick leave and acceptable use; Par. X.A: Added use of available holiday leave prior to vacation or admin leave; Par. XIII.K: Revised for clarity; Par. XV.G&H and Par. XVI.A-E revised to be consistent with AB 406. Change approved by the Board on Month Day, Year. Agenda Item X.</p>	04/01/26

Minute Action

AGENDA ITEM: 4

Date: March 11, 2026

Subject:

Qualifying Projects in the City of Barstow as Eligible Under Measure I

Recommendation:

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

Authorize the Executive Director to sign a letter confirming that projects in the City of Barstow's Pavement Management Plan report showing the road conditions and the attached project details, are eligible projects for Measure I Local Streets funds and that such funds may be used to pay financing costs of the projects through the City of Barstow Local Measure I Transportation Sales Tax Revenue Certificates of Participation, Series 2026.

Background:

The City of Barstow has identified an extensive local street improvement plan through a Pavement Management System. The 2025 Pavement Management System has identified 50.9 miles of streets that require some level of reconstruction. Rather than incrementally make the street repairs and improvements over an extended period of time, the City of Barstow would like to finance the improvements so more of these critical improvements can be made at one time to take advantage of low bid prices and economies of scale.

Barstow is proposing to use its Measure I Local Streets allocation as the source of the payments for the debt service for the financing. As long as the projects being financed meet the Measure I Local Streets guidelines, then the Measure I Strategic Plan allows cities to use their Local Streets allocation to pay for financing costs.

San Bernardino County Transportation Authority staff has reviewed the proposed projects listed in the Pavement Management System and finds that they are all allowable under the Measure I Strategic Plan. For this reason, staff is requesting that the Executive Director be authorized to sign a letter confirming that the projects in the Pavement Management System report are eligible projects for Measure I Local Streets funds, and that such funds may be used to pay financing costs of the projects through the Tax Revenue Certificates of Participation, Series 2026.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026. Measure I Local Street funds are passed directly through to each agency and the City of Barstow's use of their funds will not impact SBCTA funds.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Michael Hernandez, Chief of Fiscal Resources

Entity: San Bernardino County Transportation Authority

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Approved
General Policy Committee
Date: March 11, 2026
Witnessed By:

CITY OF BARSTOW

Current Proposed Street Projects / FY 26

*Does not include projects fully funded by Federal or State Grant Funds



FY 25-26 Street Rehabilitation Project	
Street Rehabilitation Project - Base Bid	\$ 3,649,866.88
Street Rehabilitation - Alternate #1 - West Section 7 Phase 2	\$ 2,849,315.76
Street Rehabilitation - Alternate #2 - West Section 7 Phase 3	\$ 2,434,223.13
Street Rehabilitation - Alternate #3 - West Section 7 Phase 4	\$ 2,217,744.55
Street Rehabilitation - Alternate #4 - Rimrock Road / H to Agarita & Agarita to End	\$ 2,714,124.70
Street Rehabilitation - Alternate #5 - Rimrock Road / Agarita to Barstow	\$ 1,104,988.70
Street Rehabilitation - Alternate #6 Rimrock Road / Class IV Bike Lane	\$ 1,353,523.75
Construction Management Estimate	\$ 1,632,378.75
Total Project Cost	\$ 17,956,166.22
Estimated Co-op Agreement w/San Bern. County Transportation Auth. (SBCTA)	\$ (2,001,166.55)
Estimated Co-op Agreement w/San Bern. County/Dept. of Public Works (SBCDPW)	\$ (897,087.90)
Co-op Agreement w/SBCTA (Transportation Development Act (TDA) Funds)	\$ (490,000.00)
Remaining Amount Due	\$ 14,567,911.77

*Note: Project Estimates Include Contingency Amounts / Based on Response to RFP by Lowest Bidder / Pending Review

PED, Bicycle, and Safety Active Transportation Program (ATP)	
Project Estimate	\$ 4,140,000.00
Project Contingency Estimate	\$ 207,000.00
Construction Management Estimate	\$ 434,700.00
Total Project Cost Estimate	\$ 4,781,700.00
Active Transportation Program (ATP) Funding (Reimbursable)	\$ (4,440,000.00)
Remaining Amount Due	\$ 341,700.00

Main Street & Barstow Road Traffic Signal Upgrades	
Project Estimate	\$ 1,086,980.00
Project Contingency Estimate	\$ 54,349.00
Construction Management Estimate	\$ 128,580.00
Project Management Estimate	\$ 17,119.94
Total Project Cost Estimate	\$ 1,287,028.94
Highway Safety Improvement Program (HSIP) (Reimbursable)	\$ (711,524.00)
Remaining Amount Due	\$ 575,504.94

Safe Routes to School (SRTS) Active Transportation Program (ATP)	
Project Estimate	\$ 6,902,000.00
Project Contingency Estimate	\$ 345,100.00
Construction Management Estimate	\$ 724,710.00
Project Management Estimate	\$ 108,706.50
Total Project Cost Estimate	\$ 8,080,516.50
Active Transportation Program (ATP) Funding (Reimbursable)	\$ (6,500,000.00)
Remaining Amount Due	\$ 1,580,516.50

Fort Irwin Road - County Cooperative Agreement	
Project Estimate	\$ 42,000.00
Total Project Cost Estimate	\$ 42,000.00
Remaining Amount Due	\$ 42,000.00

Lenwood Channel	
Project Estimate	\$ 40,000.00
Total Project Cost Estimate	\$ 40,000.00
Remaining Amount Due	\$ 40,000.00

North First Ave. Bridge - Mojave River & Overflow	
Estimated Project Management	\$ 90,000.00
Total Project Cost Estimate	\$ 90,000.00
Remaining Amount Due	\$ 90,000.00

Note: Once the project is ready for construction, City funds may be required should the project not be fully covered by available grant funding.

CITY OF BARSTOW

Current Proposed Street Projects / FY 26

*Does not include projects fully funded by Federal or State Grant Funds



TOTAL FY 26 CAPITAL IMPROVEMENT PROJECT SUMMARY	
Total Project Cost Estimate (All FY 26 Projects Listed)	\$ 32,277,411.65
LESS Cooperative Agreement and Reimbursable Funding	\$ (15,039,778.45)
Total Funding Needed to Complete FY 26 Proposed Projects	\$ 17,237,633.20

FY 26 PROJECT FUNDING ALLOCATED BY COUNCIL	
Measure I	\$ 1,180,000.00
SB-1	\$ 1,219,788.00
Development Impact Fees (Fund 425)	\$ 250,201.00
Total FY 26 Budgeted CIP Funding	\$ 2,649,989.00

Adjusted FY 26 CIP (Total Funding Needed - FY 26 Budgeted Funding)	\$ 14,587,644.20
LESS: Council Appropriated Fund Balance	\$ 6,205,492.56
Total FY 26 CIP Funding Required	\$ 8,382,151.64

Estimated Fund Balances at 6/30/2025					
	Measure I Fund 209	Gas Tax Fund 210	SB-1 Fund 211	Development Impact Fees Fund 425 (Circulation) Acct# 425.910.601	Totals
Fund Balance at 7/1/2025 (Per Eden TB)	\$ 2,885,717.99	\$ 2,177,455.46	\$ 3,180,403.01	\$ 611,905.10	\$ 8,855,481.56
LESS: Projects Funded in FY 25/26	\$ 1,180,000.00	\$ -	\$ 1,219,788.00	\$ 250,201.00	\$ 2,649,989.00
Adjusted Available Fund Balance	\$ 1,705,717.99	\$ 2,177,455.46	\$ 1,960,615.01	\$ 361,704.10	\$ 6,205,492.56

Attachment: City of Barstow - Proposed Street Projects 2026 (12375 : Qualifying Projects in the City of Barstow as Eligible Under Measure I)

Minute Action

AGENDA ITEM: 5

Date: *March 11, 2026*

Subject:

Fiscal Year 2025/2026 Budget Amendments

Recommendation:

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

A. Approve an amendment to the Fiscal Year 2025/2026 Budget for Task No. 0430 - Risk Management to decrease local project funds (Fund 6010) by \$103,000 and to increase Rail Asset funds (Fund 1080) by \$103,000, for a zero net increase to the fiscal year budget.

B. Approve an amendment to the Fiscal Year 2025/2026 Budget for Task No. 0315 – Transit Capital to decrease Federal Transit Administration Section 5307 (Fund 2120) by \$659,692 and Federal Transit Administration 5307 – Congestion and Mitigation Air Quality (Fund 2122) by \$7,444,120, and increase Measure I Valley Fund – Bus Rapid Transit (Fund 4160) by \$6,103,812 and Affordable Housing and Sustainable Communities (Fund 2645) fund by \$2,000,000, for a zero net increase to the fiscal year budget.

C. Approve an amendment to the Fiscal Year 2025/2026 Budget for Task No. 0314 – Transit Operations to decrease Measure I Valley Fund – Metrolink/Rail Service (Fund 4150) by \$5,592,000 and to increase Senate Bill 125 – Transit and Intercity Rail Capital Program funds (Fund 2750) by \$5,592,000, for a zero net increase to the fiscal year budget.

D. Approve an amendment to the Fiscal Year 2025/2026 Budget for Task No. 0750 – I-10 Express Lanes Operation to increase I-10 Express Lanes Contract 1 fund (Fund 7550) by \$1,500,000, for a \$1,500,000 net increase to the fiscal year budget.

E. Approve an amendment to the Fiscal Year 2025/2026 Budget for Task No. 0550 – Allocations/Pass-Throughs to increase the budget by \$2,449,000 to be funded by an increase in anticipated Measure I (MSI) sales tax revenue for the Local Street Pass Through Programs in the Valley, Victor Valley, North Desert, and Mountain Subareas of the County of San Bernardino (County) (Funds 4140, 4240, 4340, and 4640, respectively).

F. Approve an amendment to the Fiscal Year 2025/2026 Budget for Task No. 0310 – Transit Allocations/Pass-Throughs to increase the budget by \$185,000 to be funded by an increase in anticipated MSI sales tax revenue for the Senior and Disabled Transit Service Programs in the Victor Valley, North Desert, and Mountain Subareas of the County (Funds 4270, 4370, and 4670, respectively).

G. Approve reclassification of the Director of Planning and Regional Programs and Deputy Director of Planning classifications.

Background:

The Finance Department is responsible for the preparation and administration of the San Bernardino County Transportation Authority (SBCTA) Budget. Subsequent to adoption of the budget, adjustments are requested by departments and approved by the SBCTA Board of Directors (Board) or by the authority granted to the Executive Director, or her designee, under Policy No. 20000, Financial Policies.

Entity: San Bernardino County Transportation Authority

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In order to identify any major budgetary changes during the fiscal year, the Finance Department compares actual expenditures and revenues to the budget. All other departments are responsible for identifying other budget adjustments necessary as a result of: 1) programmatic adjustments required to maintain compliance with applicable federal and state law and internal policies such as Measure I Policies; 2) additional funds made available from allocations or grants; 3) unforeseen costs; or 4) other unexpected changes.

Staff is requesting approval of the following budget increases necessary to carry out the administrative and programmatic functions of the agency:

Recommendation A:

SBCTA's property insurance includes coverage of core station assets such as the platforms, canopies and pedestrian grade crossing structures located at Metrolink stations throughout the county, as well as the Arrow Maintenance Facility, a Rail Crew House located at the San Bernardino Transit Center, and the Historic Santa Fe Depot, which hosts SBCTA's offices. Through various cooperative agreements with each of the cities, the cities are responsible for half of the cost to insure the core station assets located at their respective Metrolink stations. The requested funding swap is necessary to fund SBCTA's half of the property insurance cost for insuring the core station assets and other rail related assets out of the Rail Assets fund (Fund 1080) instead of Local Projects Fund (Fund 6010).

Recommendation B:

The Fiscal Year 2025/2026 budgeting process began in December 2024, with final expense forecasts due no later than February 2025. With this early preparation, staff must project anticipated expenses through the end of the existing fiscal year and for the upcoming fiscal year for a period of approximately 18 months. This has a direct impact on the budget needed for projects in Fiscal Year 2025/2026, as staff worked with vendors to determine expenditures through the end of June 2025, and to identify forecasted costs for the upcoming year through June 2026. Now that all expenses for Fiscal Year 2024/2025 have been incurred and reconciled, the Transit and Rail Department has reviewed all projects and their respective budgets for the current Fiscal Year 2025/2026 and determined that a budget amendment was necessary to accommodate ongoing right-of-way acquisition and construction efforts for the West Valley Connector Project. Staff recommends a budget fund swap amendment to accommodate expected construction and right-of-way capital costs based on funding eligibility.

Recommendation C:

On June 4, 2025, SBCTA's Board approved the funding for the Fiscal Year 2025/2026 Southern California Regional Rail Authority annual operational subsidy for Metrolink and Arrow Service, which included a combination of Senate Bill (SB) 125 Transit and Intercity Rail Capital Program (TIRCP) funding, Local Transportation Funds, State of Good Repair funds, and Measure I Valley – Metrolink/Rail funds. Recommendation C is requesting a budget swap with a zero net increase to the fiscal year budget to accommodate the portion of the annual operational subsidy funded by SB 125 TIRCP in the amount of \$5,592,000.

Recommendation D:

The Interstate 10 Express Lanes Contract 1 completed its first full year of operations from August 2024 through August 2025. During development of the Fiscal Year 2025/2026 Budget, staff made assumptions on approximately four months of operational and transaction data. The Transportation Corridor Agency (TCA), which processes express lanes transactions, provided updated per-transaction and violation costs in June 2025 in accordance with the cooperative agreement and cost model.

Now that a full year of operations has been completed, staff is able to develop a more accurate estimate of total transaction processing costs, which are directly driven by the number of express lanes trips and violations processed. The proposed \$1,500,000 budget increase will cover the processing costs associated with the updated projected volume of trips and violations, as well as San Bernardino County Transportation Authority

General Policy Committee Agenda Item

March 11, 2026

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the updated processing costs provided by TCA in Fiscal Year 2025/2026. The budget increase will be offset by higher revenues generated from the express lanes revenue.

Recommendation E and F:

SBCTA staff compares actual Measure I (MSI) receipts through November in the amount of \$103,029,830 to the fiscal year budget of \$248,670,000 and utilizes the services of HdL Companies for sales tax projections. HdL Companies project sales tax revenue for the fiscal year to end at \$253,200,000. Since the revenue is based on sales tax and population by subarea, the analysis was performed at the subarea level. The Fiscal Year 2025/2026 Budget for MSI Local Street Pass-Through was approved for \$63,696,800 and the Senior and Disabled Transit Service Program funds were approved for \$34,617,500. The sales tax revenue increase will require a budget adjustment of \$2,449,000 for Task No. 0550 and \$185,000 for Task No. 0310, as detailed in the Recommendations. The recommended budget adjustments will provide sufficient appropriations to process payments to local jurisdictions and transit operators for MSI Local Street Pass-Through and the Senior and Disabled Transit Service Program funds, respectively.

Recommendation G:

Following the prior separation of Council of Governments (COG) staff into a standalone unit and the subsequent transfer of Inland Regional Energy Network responsibilities to the COG, staff recommends reclassifying the Director of Planning and Regional Programs position from Range 35 (\$186,349 to \$279,523) to Range 33 (\$169,023 to \$253,535) to reflect the adjusted scope of oversight and to align with most other Director-level classifications within the organization. Additionally, staff recommends reclassifying the Deputy Director of Planning to Chief of Planning and Regional Programs and adjusting the salary range from Range 31 (\$153,308 to \$229,962) to Range 29 (\$139,054 to \$208,581) to ensure consistency with other department Chief classifications. These adjustments reflect the department's modified responsibilities, organizational alignment, and internal equity considerations resulting from these structural changes.

Financial Impact:

Budget amendments are required as described in Recommendations A, B, C, D, E, and F and described in the Background section of this item. Recommendation G has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Michael Hernandez, Chief of Fiscal Resources

Approved
General Policy Committee
Date: March 11, 2026

Witnessed By:

Annual Pay Schedule by Class Title				
Fiscal Year 2025/2026				
Class Title	Salary Range	Bottom of Range*	Top of Range*	Maximum**
Office Assistant	4	\$41,063	\$61,595	\$67,754
Accounting Assistant	7	\$47,537	\$71,305	\$78,435
Records Management Specialist	8	\$49,912	\$74,868	\$82,354
Executive Assistant	11	\$57,780	\$86,670	\$95,337
Senior Accounting Assistant	11	\$57,780	\$86,670	\$95,337
Assistant to the Clerk of the Board	12	\$60,669	\$91,004	\$100,104
Management Analyst I	13	\$63,703	\$95,555	\$105,111
Procurement Analyst I	13	\$63,703	\$95,555	\$105,111
Accountant	15	\$70,231	\$105,346	\$115,880
GIS Analyst	16	\$73,743	\$110,614	\$121,676
Management Analyst II	16	\$73,743	\$110,614	\$121,676
Procurement Analyst II	16	\$73,743	\$110,614	\$121,676
Project Controls Analyst II	16	\$73,743	\$110,614	\$121,676
Right of Way Specialist	16	\$73,743	\$110,614	\$121,676
Deputy Clerk of the Board	17	\$77,431	\$116,147	\$127,762
Legislative Analyst	18	\$81,301	\$121,951	\$134,147
Senior Accountant	18	\$81,301	\$121,951	\$134,147
Grants Analyst	19	\$85,367	\$128,051	\$140,856
Management Analyst III	19	\$85,367	\$128,051	\$140,856
Multimodal Programs Administrator	19	\$85,367	\$128,051	\$140,856
Procurement Analyst III	19	\$85,367	\$128,051	\$140,856
Project Controls Analyst III	19	\$85,367	\$128,051	\$140,856
Accounting Supervisor	21	\$94,119	\$141,179	\$155,297
Energy Program Manager	21	\$94,119	\$141,179	\$155,297
Express Lanes Financial Supervisor	21	\$94,119	\$141,179	\$155,297
Right of Way Manager	21	\$94,119	\$141,179	\$155,297
Council of Governments Manager	22	\$98,823	\$148,235	\$163,059
Data and Analytics Program Manager	22	\$98,823	\$148,235	\$163,059
Planning Manager	22	\$98,823	\$148,235	\$163,059
Programming Manager	22	\$98,823	\$148,235	\$163,059
Accounting Manager	23	\$103,765	\$155,648	\$171,213
Assistant Project Delivery Manager	25	\$114,402	\$171,603	\$188,763
Multimodal Manager	25	\$114,402	\$171,603	\$188,763
Procurement Manager	25	\$114,402	\$171,603	\$188,763
Project Controls Manager	25	\$114,402	\$171,603	\$188,763
Clerk of the Board/Administrative Manager	27	\$126,127	\$189,190	\$208,109
Chief of Air Quality and Mobility Programs	29	\$139,054	\$208,581	\$229,439
Chief of Council of Governments	29	\$139,054	\$208,581	\$229,439
Chief of Fiscal Resources	29	\$139,054	\$208,581	\$229,439
Chief of Fund Administration	29	\$139,054	\$208,581	\$229,439
Chief of Information Technology	29	\$139,054	\$208,581	\$229,439
Chief of Legislative and Public Affairs	29	\$139,054	\$208,581	\$229,439
Chief of Planning and Regional Programs	29	\$139,054	\$208,581	\$229,439

Annual Pay Schedule by Class Title Fiscal Year 2025/2026				
Class Title	Salary Range	Bottom of Range*	Top of Range*	Maximum**
Chief of Project Controls	29	\$139,054	\$208,581	\$229,439
Construction Manager	29	\$139,054	\$208,581	\$229,439
Project Delivery Manager	29	\$139,054	\$208,581	\$229,439
Corridor Manager	31	\$153,308	\$229,962	\$252,959
Deputy Director of Express Lanes	31	\$153,308	\$229,962	\$252,959
Assistant General Counsel	33	\$169,023	\$253,535	\$278,888
Chief Financial Officer	33	\$169,023	\$253,535	\$278,888
Deputy Director of Transit and Rail Programs – Capital Delivery	33	\$169,023	\$253,535	\$278,888
Director of Fund Administration	33	\$169,023	\$253,535	\$278,888
Director of Legislative and Public Affairs	33	\$169,023	\$253,535	\$278,888
Director of Management Services	33	\$169,023	\$253,535	\$278,888
Director of Planning and Regional Programs	33	\$169,023	\$253,535	\$278,888
Director of Project Delivery and Express Lanes	35	\$186,349	\$279,523	\$307,475
Director of Transit and Rail Programs	35	\$186,349	\$279,523	\$307,475
Deputy Executive Director	38	\$215,720	\$323,580	\$355,938

General Counsel	Employment Agreement	\$309,514
Executive Director	Employment Agreement	\$340,000

* Salary Ranges may be adjusted, as approved, by the Board.

** Excerpt from Policy 10107 - Compensation Administration: Employees who have been at or over the maximum of their salary range for 36 months or more will become eligible for advancement based upon work performance and supervisor's recommendation. Such advancement must be approved by the Executive Director and may not exceed 5% in any year. At no time shall advancement exceed more than 10% above the maximum of the employee's salary range assignment.

Minute Action

AGENDA ITEM: 6

Date: *March 11, 2026*

Subject:

Investment Policy No. 20100

Recommendation:

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA), effective July 1, 2026:

- A. Approve revised Investment Policy No. 20100, with one revision to Section IX.G.
- B. Delegate to SBCTA's Chief Financial Officer, who shall serve as SBCTA's Treasurer, authority for a one-year period to invest or reinvest SBCTA funds and to sell or exchange securities so purchased, pursuant to Policy No. 20100.

That the General Policy Committee recommend the Board, acting as the San Bernardino Council of Governments (SBCOG), effective July 1, 2026:

- C. Reauthorize pooling SBCOG funds with SBCTA funds, to be invested in accordance with SBCTA's Investment Policy No. 20100.
- D. Delegate to SBCTA's Chief Financial Officer, who shall serve as SBCOG's Treasurer, authority for a one-year period to invest or reinvest SBCOG funds and to sell or exchange securities so purchased, pursuant to Policy No. 20100.

Background:

The California Government Code, which governs the investment and the deposit of public funds (Section 53600 et seq.), requires that the agency's governing body annually review the investment policy at a public meeting.

San Bernardino County Transportation Authority's (SBCTA) staff and investment advisor, PFM Asset Management LLC (PFM), have reviewed the current SBCTA Investment Policy No. 20100 (Policy) and concur that the Policy meets all requirements. However, PFM made a recommendation to update Section IX.G., to extend the maximum maturity for prime quality commercial paper from 270 days to 397 days, as referenced in Senate Bill (SB) 858 and SB 595, amending California Government Code Section 53601. As such, staff is recommending an update to Section IX.G. of the Policy to extend the maximum maturity for prime quality commercial paper from 270 days to 397 days.

The Government Code also provides that if an agency's legislative body elects to delegate investment authority to the agency treasurer, it may do so for a one-year period, and delegation may be renewed annually. Recommendations B and D request the Boards of Directors of SBCTA and San Bernardino Council of Governments (SBCOG) approve the annual delegation of investment authority, pursuant to the Policy, for a one-year period, to the SBCTA Treasurer, who is also the SBCTA Chief Financial Officer and the SBCOG Treasurer.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026 or the proposed Budget for Fiscal Year 2026/2027.

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority

General Policy Committee Agenda Item

March 11, 2026

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Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel has reviewed this item and the policy.

Responsible Staff:

Michael Hernandez, Chief of Fiscal Resources

Approved
General Policy Committee
Date: March 11, 2026

Witnessed By:

January 22, 2026

Memorandum

To: Lisa Lazzar, Chief Financial Officer
San Bernardino County Transportation Authority

From: Tiffany Tint, CFA, Institutional Relationship Manager
Allison Kaune, Institutional Sales & Relationship Manager
Monique Spyke, Managing Director
PFM Asset Management a division of U.S. Bancorp Asset Management, Inc.

RE: 2026 Investment Policy Review

At your request, we have reviewed the Investment Policy for San Bernardino County Transportation Authority, dated 6/4/2025, as part of the Authority's annual review process. We feel the current policy is consistent with the applicable California Government Code regulating public fund investments.

Policy Modification (Effective January 1, 2026):

- SB 858 and SB 595 of the California Government Code Section 53601 extended maximum maturity for prime quality commercial paper from 270 days to **397 days**.

We recommend updating Section IX Allowable Investments for SBCTA and SBCOG Operating Funds, Part G Commercial Paper to reflect this change, though not a requirement.

For Awareness:

- SB 827 of the California Government Code Section 53238.2 introduced mandatory fiscal and financial training for all local agency officials and employees with investment responsibilities. Training is at least two hours every two years covering budgeting, reporting, debt management, and investment standards.
- SB 852 is intended to strengthen transparency and ethics rules of the Political Reform Act by adding public officials who manage public investments to the list of individuals for whom the Fair Political Practices Commission ("Commission") is the filing officer for statements of economic interest (Code Section 87500) and requires those officials to file using the Commission's electronic filing system.

The Code changes described above, resulting from the passage of SB 827 and 852, do not affect the Authority's Investment Policy; however, they may impact the Authority's internal practices.

We recommend reviewing these requirements and determining the appropriate compliance steps for SBCTA officials and employees.

Please let us know if you have any questions or if you would like to schedule time to discuss our review further. Thank you.

San Bernardino County Transportation Authority	Policy	20100
Adopted by the Board of Directors October 2, 1996	Revised	046/014/265
Investment Policy	Revision No.	3029

Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SBCTA Intranet.

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I. PURPOSE

The purpose of this policy is to provide guidelines for the investment of funds based upon prudent cash management practices and in conformity with all applicable statutes.

II. POLICY

The Board of Directors of the San Bernardino County Transportation Agency (SBCTA) and of the San Bernardino Council of Governments (SBCOG) recognize their responsibility to direct the investment of funds under their care. This policy is designed to meet the specific needs of SBCTA and SBCOG while ensuring the safety of funds.

III. INVESTMENT GOALS

The investment of funds by SBCTA and SBCOG shall be guided by the goals of safety, liquidity, diversification, and a reasonable market rate of return.

Safety: Safety of principal is the foremost objective of the investment program. Investments of SBCTA and SBCOG will be undertaken in a manner that seeks to ensure the preservation of capital in the portfolio.

Liquidity: SBCTA's and SBCOG's investment portfolio will remain sufficiently liquid to enable SBCTA and SBCOG to meet all operating requirements and budgeted expenditures, including an additional amount to cover reasonably estimated contingencies.

Diversification: The investment portfolio will be diversified to avoid risk regarding specific security types or individual financial institutions.

Reasonable Market Rate of Return: The investment portfolio will be designed to attain a market average rate of return through economic cycles which is consistent with SBCTA's and SBCOG's primary goals of safety, liquidity and diversification.

IV. PRUDENT INVESTOR STANDARD

SBCTA and SBCOG investments are governed by the prudent investor standard, set forth as follows:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency that a prudent person acting in a like capacity and familiarity with those matters would use in the investment of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall investment strategy, investments may be acquired as authorized by law.

V. SCOPE

The investment policy applies to all financial assets held by SBCTA and SBCOG, including bond proceeds. Funds specifically exempt from this policy include employee deferred compensation plans, employee pension plans, or assets held in trust by SBCTA and SBCOG with specific investment instructions.

VI. DELEGATION OF AUTHORITY

SBCTA's Board Administrative Code and SBCOG's Bylaws designate the SBCTA Chief Financial Officer (CFO) as Treasurer for each Agency.

Under the direction and oversight of the Chief Financial Officer, and in consultation with SBCTA's and SBCOG's investment adviser, the Chief Financial Officer or designee shall direct the investment of SBCTA and SBCOG combined operating funds, which are not invested in the County Pool or in LAIF ("DIRECT INVESTMENTS") in accordance with this Policy. All officials, staff members and consultants are directly accountable to the SBCTA and SBCOG Boards for investment functions.

VII. CONFLICTS OF INTEREST

All officials, staff members and consultants involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which could impair their ability to make impartial investment decisions. Officials, staff members, and consultants will disclose to the Executive Director any financial interest with a financial institution or broker that conducts business with SBCTA and SBCOG. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the performance of SBCTA's and SBCOG's portfolio.

VIII. PORTFOLIO MATURITY LIMITS

Investment maturities shall be based on a review of cash flow forecasts. Maturities will be scheduled so as to permit SBCTA and SBCOG to meet all projected obligations.

The maximum maturity of any other investment of operating funds ("direct investments") may not exceed five years unless otherwise noted in Paragraph IX.

Investment of bond proceeds shall be made in consideration of the liquidity needs of the bond fund, and may not exceed five years, except for securities to be held in a defeasance escrow for refunded bonds and bond debt service reserve funds.

Investments in the San Bernardino County Pool and in LAIF are subject to maturity limits and other investment restrictions as imposed by the governing bodies of those agencies.

IX. ALLOWABLE INVESTMENTS FOR SBCTA and SBCOG OPERATING FUNDS

Investment of SBCTA's and SBCOG's funds is governed by the California Government Code, Sections 53600 et seq. and 53635 et seq. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.

The following investment vehicles are permitted for the investment of operating funds.

- A. Government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- B. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. No more than 40% of SBCTA's and SBCOG's combined investment portfolio may be invested in the obligations of any one federal agency or United States government-sponsored enterprise.
- C. Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency. Obligations of the State of California or any California local agency may not represent more than 20%

of SBCTA's and SBCOG's combined portfolio and no more than 10% may be invested in the obligations of any one issuer.

- D. Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations of the other 49 states may not represent more than 20% of SBCTA's and SBCOG's combined portfolio and no more than 10% may be invested in the obligations of any one issuer.

- E. Repurchase Agreements used solely as short-term investments not to exceed 30 days.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities, as described in Paragraph IX. A and B, will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to SBCTA's custodian bank by book entry, physical delivery, or held by a third party custodial agreement. The total of all collateral for each Repurchase Agreement must equal or exceed, on the basis of market value, 102% of the funds borrowed against those securities. For any Repurchase Agreement with a term of more than one day, the value of the underlying securities must be reviewed on a weekly basis and the value of the underlying securities brought back up to 102% no later than the next business day.

Market value must be calculated each time there is a substitution of collateral.

SBCTA and SBCOG or their trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to the Repurchase Agreement.

SBCTA and SBCOG may enter into Repurchase Agreements only with primary dealers of the Federal Reserve Bank of New York.

SBCTA and SBCOG will have specific written agreements with each firm with which it enters into Repurchase Agreements.

Reverse repurchase agreements will not be allowed.

Repurchase agreements may not represent more than 20% of SBCTA's and SBCOG's combined investment portfolio.

- F. Bankers' Acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest category by a nationally recognized statistical-rating organization (NRSRO).

Purchases of Bankers' Acceptances may not exceed 180 days maturity or 40% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA and SBCOG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

- G. Commercial paper rated in the highest short-term rating category, as provided by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

(1) The entity meets the following criteria: (a) is organized and operating in the United States as a general corporation; (b) has total assets in excess of five hundred million dollars (\$500,000,000); (c) has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a NRSRO.

(2) The entity meets the following criteria: (a) is organized within the United States as a special purpose corporation, trust, or limited liability company; (b) has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond; (c) has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Purchases of eligible commercial paper may not exceed ~~397~~270 days maturity.

Purchases of commercial paper may not exceed 40% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities on any one non-government issuer regardless of security type.

H. Medium-term corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Medium-term corporate notes shall be rated in a rating category "A", or its equivalent or better, by a NRSRO.

Purchase of medium-term corporate notes may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

I. Negotiable certificates of deposit or deposit notes issued by a nationally or state-chartered bank or a state or federal savings and loan association or by a federally- or state-licensed branch of a foreign bank. Investments under this subdivision shall be rated in a rating category of "A" for long-term, "A-1" for short-term, their equivalent or better by a NRSRO.

Purchase of negotiable certificates of deposit may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

J. State of California's Local Agency Investment Fund (LAIF)

Investment in LAIF may not exceed 60% of SBCTA's and SBCOG's combined operating funds or up to the maximum amount permitted by the State Treasurer, whichever is less.

K. California Asset Management Program (CAMP) Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7. To be eligible under California Government Code Section 53601 (p): the joint powers authority (CAMP), issuing the shares shall have retained an investment adviser that meets all of the following criteria:

(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.

(3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

L. San Bernardino County Investment Pool.

M. Insured savings accounts.

N. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision, these companies shall either: (1) have attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs, or (2) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

The purchase price of shares of beneficial interest purchased shall not include any commission that the companies may charge and shall not exceed 20% of SBCTA's and SBCOG's combined investment portfolio. Further, no more than 10% of SBCTA's and SBCOG's combined investment portfolio may be invested in shares of beneficial interest of any one money market fund.

O.

(1) Bonds issued by SBCTA, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by SBCTA or by a department, board, agency, or authority of SBCTA, provided the SBCTA Board first specifically approves investing in such bonds.

(2) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency, provided the SBCTA Board first specifically approves of SBCTA investing in such bonds, notes, warrants or other evidences of indebtedness of SBCTA.

- P. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AAA" or its equivalent by a NRSRO and may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio.
- Q. A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond. For securities eligible for investment under this subsection not issued or guaranteed by an agency or issuer identified in subsection A. or B., above, the following limitations apply:
- (1) The security shall be rated "AAA" or its equivalent by a NRSRO and have a maximum remaining maturity of five years or less.
 - (2) Securities eligible for investment under this subdivision shall not exceed 20% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

For purposes of determining compliance with this policy, where this section specifies a percentage limitation for a particular category of investment, that percentage is applied on the date of purchase. Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased.

X. ADDITIONAL ALLOWABLE INVESTMENTS FOR BOND PROCEEDS

- A. Investment agreement with an AA rated bank or collateralized investment agreement with an A rated bank or an investment acceptable to a bond insurance company and approved specifically by the SBCTA and SBCOG Board.
- B. Debt service reserve funds and debt service funds may be invested longer than five years as long as they are permitted by state law and investments are readily available for bond payments and other bond purposes (refundings, defeasance, etc.).
- C. U.S. Treasury Securities and State and Local Government Securities having a maturity longer than five years are permitted for escrowed defeasances.
- D. Forward purchase agreements, forward delivery agreements and debt service reserve agreements approved specifically by the SBCTA and SBCOG Board.
- E. Other investments as permitted by bond indentures.

XI. PROHIBITED INVESTMENT TRANSACTIONS

Any investment not specifically allowed by this policy is prohibited.

XII. INVESTMENT IN "DERIVATIVE" SECURITIES

Direct investment in derivative securities is prohibited. A "derivative security" is any investment the value of which is derived from an underlying security, commodity or index. For purposes of this policy, a derivative is any security that has principal and/or interest payments which are subject to significant uncertainty as to timing, and/or amount.

It is understood that the County Pool and LAIF may invest in certain derivative securities.

XIII. LEVERAGING

All forms of portfolio leverage, including, but not limited to, securities lending programs, reverse repurchase agreements, and margin accounts, are prohibited.

XIV. SAFEKEEPING OF SECURITIES

SBCTA shall enter into an agreement with a bank trust department to serve as the safekeeping agent for all deliverable investments. The safekeeping agent shall hold all investments in an account for the sole benefit of SBCTA and SBCOG. All deliverable investments shall be delivered by the broker to SBCTA's and SBCOG's combined safekeeping account on a delivery versus payment basis.

XV. COMPETITIVE BIDDING OF INVESTMENTS

The investment procedures require that approved broker/dealers compete for direct investment purchases and sales to ensure that all investment transactions are free from favoritism. The CFO in conjunction with SBCTA's and SBCOG's investment advisor shall determine the best execution price for SBCTA and SBCOG, and act accordingly.

XVI. BROKER/DEALERS

A. If a third party investment advisor is authorized to conduct investment transactions on SBCTA's and SBCOG's behalf, the investment advisor may use their own list of approved issuers, broker/dealers and financial institutions for investment purposes. The investment advisor's approved list must be made available to SBCTA and SBCOG upon request.

B. For any investment transactions conducted by the Treasurer on behalf of SBCTA and SBCOG, and not conducted directly with the issuer, the Treasurer shall comply with the following requirements:

C. Transactions initiated by SBCTA and SBCOG shall be executed through government securities dealers reporting as primary dealers to the New York Federal Reserve Bank of New York or direct issuers (defined as corporations that issue their own securities) and through secondary dealers who have received prior approval to do business with SBCTA and SBCOG.

D. Primary dealers wishing to do business with SBCTA and SBCOG must meet the following criteria:

1. The primary dealer representative must have demonstrated experience providing investment services to public agencies in California.
2. The primary dealer representative must provide SBCTA and SBCOG with a minimum of three references of finance officials from public agencies in California.

E. Secondary dealers must complete a broker/dealer application provided by SBCTA and SBCOG, and must meet the following criteria to the satisfaction of SBCTA's Chief Financial Officer:

1. The broker/dealer must qualify under SEC Rule 15C3-1 (uniform net capital rule).
2. The broker/dealer and the broker/dealer representative must be properly registered with the appropriate state and federal regulatory bodies.
3. The broker/dealer should be a market maker and have a strong market presence in one or more product areas that are pertinent to SBCTA's and SBCOG's investment goals.
4. The broker/dealer and its representative should be well established in the business and have an acceptable track record.

F. Each broker/dealer will be sent a copy of this Policy, a broker/dealer application, and a list of persons authorized to execute transactions on SBCTA's and SBCOG's behalf. In order to be considered for investment business opportunities with SBCTA and SBCOG, each firm must acknowledge receipt of such materials.

XVII. REPORTING

A. Quarterly Report

The CFO will provide a quarterly report to the General Policy Committee and to the Board of Directors providing the following information:

1. Breakout of all securities, investments and moneys held by SBCTA and SBCOG by investment type, issuer, date of maturity, par, dollar amount and percent of portfolio invested in each.

2. A description of all SBCTA's and SBCOG's funds, investments or programs that are under the management of any outside party that is not a local agency. This report must also include market valuation of the portfolio and the source of the valuation.
3. A statement of compliance with investment policy and a statement denoting the ability of SBCTA and SBCOG to meet all expenditures for the next six months.

B. Monthly Report

The CFO will provide a monthly list of investment transactions to the Board of Directors as required by the California Government Code §53607 when investment authority has been delegated by the Board.

XVIII. SUBMISSION OF INVESTMENT POLICY

SBCTA's CFO shall render a statement of investment policy to the Board of Directors of SBCTA and SBCOG as required by the California Government Code. If changes are proposed, the Board shall consider the policy, and proposed changes, in a public meeting.

XIX. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	10/02/96
1	20100: Added paragraph starting with "It shall be SANBAG's long term objective . . .".	09/03/97
2	No changes.	12/02/98
3	20100.10: Changed percentage of operating funds amount to 20%. 20100.10: Changed percentage of San Bernardino portfolio to 20%.	11/03/99
4	No changes. Re-approved by the Board of Directors.	11/01/00
5	Added Para. 20100.16 Qualifications of Broker/Dealers; re-sequenced existing paragraphs. 20100.16, 20100.17, 20100.18, 20100.19, 20100.20, and 20100.21 to 20100.17, 20100.18, 20100.19, 20100.20, and 20100.22. Revised Par. 20100.10: Revised "...not to exceed 20% of SANBAG's operating funds..." to "...not to exceed 30% of SANBAG's operating funds...", and "Portion of Portfolio: 20% maximum" to "Portion of Portfolio: 30% maximum".	11/07/01
6	Changed paragraph numbering style from 20100.1,20100.2, 20100.3 etc. to I, II, III, etc. Par. IX: Changed "one year" to "two years". Par. X.4: Changed "1 year maximum" to "2 year maximum". Par. X.5: Changed "1 year maximum" to "2 year maximum". Par. X.6: Changed "180 days maximum" to "270 day maximum".	11/06/02
7	No changes. Re-approved by the Board of Directors	11/05/03
8	No changes. Re-approved by the Board of Directors	01/05/05
9	No changes. Re-approved by the Board of Directors	11/02/05
10	Paragraphs on DEFINITIONS, ANNUAL MANAGEMENT REVIEW AND AUDIT, AND SEGREGATED INVESTMENT, and EXECUTION AND RECORD KEEPING: Deleted. Paragraphs III, IV, IX, and XVII: Minor revisions. Paragraphs VIII, IX, and XVI: Major revisions.	07/05/06
11	Par. IX.J: Removed limitation.	09/13/06
12	No changes. Re-approved by the Board of Directors	01/09/08
13	Par. VI: Delete "In addition, the CFO, under the direction and oversight of the Executive Director, and consultation with SANBAG's investment advisor, shall review the alternatives for the investment of bond proceeds, and shall recommend such investments to the SANBAG Board for approval'. The investment of bond proceeds is identified under par. X. and will be authorized by bond covenant. Par. IX: Add (C) Obligations of the State of California or any local agency within the state and (D) Registered treasury notes or bonds of other states in addition to California to diversify the number of sectors and issuers; revise (C) to be (E) and add "held" before "by a third party custodial agreement". Also add "Repurchase agreements may not represent more than 20% of SANBAG's investment portfolio", to limit the amount to be invested in repurchase agreements; delete "(G) "provided that the issuing corporation is organized and operating within the United States, has total assets in excess of \$500 million and has an "A" or higher rating for its long-term debt, if any, as provided by a nationally recognized statistical rating organization." This is also stated in paragraphs (G) (1) and (2); increase (J) from \$40 million to \$50 million limitation	09/01/10

Revision No.	Revisions	Adopted
	<p>on LAIF investment per State Treasurer's Office authorization to increase the dollar amount for investment.</p> <p>Par. X: Change (A) For CAMP, rating from AAA to AAAM and average maturity from one year to 60 days or less. This is to improve safety and liquidity.</p> <p>Par. XV: Add "in conjunction with SANBAG's investment advisor" for clarification purposes.</p>	
14	<p>Par. VIII: Changed four years to five years and added "unless otherwise noted in Par. IX.</p> <p>Par. IX.B: Changed 10% to 40%.</p> <p>Par. IX.F: Changed 20% to 40% and changed "No more than 5% of SANBAG's investment portfolio may be invested in the Bankers' Acceptances of any one commercial bank." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type."</p> <p>Par. IX.G: Changed "No more than 5% of SANBAG's investment portfolio may be invested in commercial paper of one issuer." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities on any one non-government issuer regardless of security type."</p> <p>Par. IX.H: Changed 20% to 30 and changed "No more than 5% of SANBAG's investment portfolio may be invested in a medium-term note of any one corporation." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type."</p> <p>Par. IX.I: Changed 20% to 30% and added "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type."</p> <p>Par. XVII: Removed 'QUARTERLY' from title, renumbered paragraphs, and added "B. Monthly Report. The CFO will provide a monthly list of investment transactions to the Board of Directors as required by the California Government Code 53607 when investment authority has been delegated by the Board.</p>	07/06/11
15	<p>Par. IX.H: Changed rating of "AA" to "A".</p> <p>Par. IX.I: Changed "... by a state-licensed branch ..." to "... by a federally or state-licensed branch ..." and changed "... rated AA ..." to "... rated A or its equivalent ...".</p> <p>Re-approved by the Board of Directors.</p>	08/01/12
16	No changes. Re-approved by the Board of Directors on 9/4/13, Agenda Item 5.	09/04/13
17	Re-approved by the Board of Directors on 7/2/14, Agenda Item 4. Updated Par. VI to mirror bylaws that designate the CFO as Treasurer.	07/02/14
18	Re-approved by the Board of Directors on 9/2/15, Agenda Item 6. Updated Par. IX – Allowable Investments for SANBAG Operating Funds, including modifications to subparagraph I, and adding subparagraphs N and O.	09/02/15
19	BOD approved on 11/05/15, Agenda Item 3. Updated Par. IX section N permitting investment in certain obligations issued by SANBAG entities.	11/04/15
20	BOD approved on 9/07/16, Agenda Item 8. Updated Par. IX – Allowable Investments for SANBAG Operating Funds, modifying subparagraph J and to Par. XVIII – Annual Submission of Investment Policy.	09/07/16
21	BOD approved on 3/01/17, Agenda Item 6. Updated entity name from SANBAG to SBCTA, Par. IX section K allowing investment in CAMP, Par. VI – designate the CFO as Treasurer of SBCTA & SBCOG with one year authority to invest or reinvest SBCTA and SBCOG funds.	03/01/17
22	BOD approved on 6/6/18, Agenda Item 4. Minor modifications for clarification purposes to Paragraphs IX (sections F, G, H, I, N, P, and Q).	06/06/18
23	BOD approved on 6/05/19, Agenda Item 24. Minor modification to paragraphs VI and IX, K..	06/05/19
24	BOD approved on 05/06/20 agenda item 5.	05/06/20
25	BOD approved on 5/5/21 agenda item 6. Amend Section IX, G to comply with SB998 allowing to invest in commercial paper up to 40% and eliminate 10% limit on any one issuer.	05/05/21
26	BOD approved on 5/4/22 Agenda Item 4. No Changes	05/04/22
27	BOD approved on 5/3/23 Agenda Item 6. Amend Section IX.K modified to include California Asset Management Program (CAMP)'s term investments.	05/03/23
28	BOD approved on 05/01/24 Agenda Item 8. Amend Section IX.Q modified to provide clarity to the current practice for mortgage pass-through securities, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond.	05/01/24
29	BOD approved on 6/4/25, Agenda Item 8. Revision – outdated language regarding effectiveness in 2019, which was removed from the policy.	06/04/25

Revision No.	Revisions	Adopted
<u>30</u>	<u>BOD approved on 4/01/26, Agenda Item X. Amend Section IX.G to extend the maximum maturity for prime quality commercial paper from 270 days to 397 days, as referenced in SB 858 and SB 595, which amended of the California Government Code Section 53601.</u>	<u>04/01/26</u>

Attachment: Policy20100 - Investment Policy - Track Changes (12250 : Investment Policy No. 20100)

San Bernardino County Transportation Authority	Policy	20100
Adopted by the Board of Directors October 2, 1996	Revised	04/01/26
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The investment of funds by SBCTA and SBCOG shall be guided by the goals of safety, liquidity, diversification, and a reasonable market rate of return.

Safety: Safety of principal is the foremost objective of the investment program. Investments of SBCTA and SBCOG will be undertaken in a manner that seeks to ensure the preservation of capital in the portfolio.

Liquidity: SBCTA's and SBCOG's investment portfolio will remain sufficiently liquid to enable SBCTA and SBCOG to meet all operating requirements and budgeted expenditures, including an additional amount to cover reasonably estimated contingencies.

Diversification: The investment portfolio will be diversified to avoid risk regarding specific security types or individual financial institutions.

Reasonable Market Rate of Return: The investment portfolio will be designed to attain a market average rate of return through economic cycles which is consistent with SBCTA's and SBCOG's primary goals of safety, liquidity and diversification.

IV. PRUDENT INVESTOR STANDARD

SBCTA and SBCOG investments are governed by the prudent investor standard, set forth as follows:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency that a prudent person acting in a like capacity and familiarity with those matters would use in the investment of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall investment strategy, investments may be acquired as authorized by law.

V. SCOPE

The investment policy applies to all financial assets held by SBCTA and SBCOG, including bond proceeds. Funds specifically exempt from this policy include employee deferred compensation plans, employee pension plans, or assets held in trust by SBCTA and SBCOG with specific investment instructions.

VI. DELEGATION OF AUTHORITY

SBCTA's Board Administrative Code and SBCOG's Bylaws designate the SBCTA Chief Financial Officer (CFO) as Treasurer for each Agency.

Under the direction and oversight of the Chief Financial Officer, and in consultation with SBCTA's and SBCOG's investment adviser, the Chief Financial Officer or designee shall direct the investment of SBCTA and SBCOG combined operating funds, which are not invested in the County Pool or in LAIF ("DIRECT INVESTMENTS") in accordance with this Policy. All officials, staff members and consultants are directly accountable to the SBCTA and SBCOG Boards for investment functions.

VII. CONFLICTS OF INTEREST

All officials, staff members and consultants involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which could impair their ability to make impartial investment decisions. Officials, staff members, and consultants will disclose to the Executive Director any financial interest with a financial institution or broker that conducts business with SBCTA and SBCOG. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the performance of SBCTA's and SBCOG's portfolio.

VIII. PORTFOLIO MATURITY LIMITS

Investment maturities shall be based on a review of cash flow forecasts. Maturities will be scheduled so as to permit SBCTA and SBCOG to meet all projected obligations.

The maximum maturity of any other investment of operating funds ("direct investments") may not exceed five years unless otherwise noted in Paragraph IX.

Investment of bond proceeds shall be made in consideration of the liquidity needs of the bond fund, and may not exceed five years, except for securities to be held in a defeasance escrow for refunded bonds and bond debt service reserve funds.

Investments in the San Bernardino County Pool and in LAIF are subject to maturity limits and other investment restrictions as imposed by the governing bodies of those agencies.

IX. ALLOWABLE INVESTMENTS FOR SBCTA and SBCOG OPERATING FUNDS

Investment of SBCTA's and SBCOG's funds is governed by the California Government Code, Sections 53600 et seq. and 53635 et seq. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.

The following investment vehicles are permitted for the investment of operating funds.

- A. Government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- B. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. No more than 40% of SBCTA's and SBCOG's combined investment portfolio may be invested in the obligations of any one federal agency or United States government-sponsored enterprise.
- C. Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency. Obligations of the State of California or any California local agency may not represent more than 20%

of SBCTA's and SBCOG's combined portfolio and no more than 10% may be invested in the obligations of any one issuer.

- D. Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations of the other 49 states may not represent more than 20% of SBCTA's and SBCOG's combined portfolio and no more than 10% may be invested in the obligations of any one issuer.

- E. Repurchase Agreements used solely as short-term investments not to exceed 30 days.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities, as described in Paragraph IX. A and B, will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to SBCTA's custodian bank by book entry, physical delivery, or held by a third party custodial agreement. The total of all collateral for each Repurchase Agreement must equal or exceed, on the basis of market value, 102% of the funds borrowed against those securities. For any Repurchase Agreement with a term of more than one day, the value of the underlying securities must be reviewed on a weekly basis and the value of the underlying securities brought back up to 102% no later than the next business day.

Market value must be calculated each time there is a substitution of collateral.

SBCTA and SBCOG or their trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to the Repurchase Agreement.

SBCTA and SBCOG may enter into Repurchase Agreements only with primary dealers of the Federal Reserve Bank of New York.

SBCTA and SBCOG will have specific written agreements with each firm with which it enters into Repurchase Agreements.

Reverse repurchase agreements will not be allowed.

Repurchase agreements may not represent more than 20% of SBCTA's and SBCOG's combined investment portfolio.

- F. Bankers' Acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest category by a nationally recognized statistical-rating organization (NRSRO).

Purchases of Bankers' Acceptances may not exceed 180 days maturity or 40% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA and SBCOG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

- G. Commercial paper rated in the highest short-term rating category, as provided by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

- (1) The entity meets the following criteria: (a) is organized and operating in the United States as a general corporation; (b) has total assets in excess of five hundred million dollars (\$500,000,000); (c) has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a NRSRO.
- (2) The entity meets the following criteria: (a) is organized within the United States as a special purpose corporation, trust, or limited liability company; (b) has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond; (c) has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Purchases of eligible commercial paper may not exceed 397 days maturity.

Purchases of commercial paper may not exceed 40% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities on any one non-government issuer regardless of security type.

H. Medium-term corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Medium-term corporate notes shall be rated in a rating category "A", or its equivalent or better, by a NRSRO.

Purchase of medium-term corporate notes may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

I. Negotiable certificates of deposit or deposit notes issued by a nationally or state-chartered bank or a state or federal savings and loan association or by a federally- or state-licensed branch of a foreign bank. Investments under this subdivision shall be rated in a rating category of "A" for long-term, "A-1" for short-term, their equivalent or better by a NRSRO.

Purchase of negotiable certificates of deposit may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

J. State of California's Local Agency Investment Fund (LAIF)

Investment in LAIF may not exceed 60% of SBCTA's and SBCOG's combined operating funds or up to the maximum amount permitted by the State Treasurer, whichever is less.

K. California Asset Management Program (CAMP) Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7. To be eligible under California Government Code Section 53601 (p): the joint powers authority (CAMP), issuing the shares shall have retained an investment adviser that meets all of the following criteria:

(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.

(3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

L. San Bernardino County Investment Pool.

M. Insured savings accounts.

N. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision, these companies shall either: (1) have attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs, or (2) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

The purchase price of shares of beneficial interest purchased shall not include any commission that the companies may charge and shall not exceed 20% of SBCTA's and SBCOG's combined investment portfolio. Further, no more than 10% of SBCTA's and SBCOG's combined investment portfolio may be invested in shares of beneficial interest of any one money market fund.

O.

(1) Bonds issued by SBCTA, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by SBCTA or by a department, board, agency, or authority of SBCTA, provided the SBCTA Board first specifically approves investing in such bonds.

(2) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency, provided the SBCTA Board first specifically approves of SBCTA investing in such bonds, notes, warrants or other evidences of indebtedness of SBCTA.

- P. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AAA" or its equivalent by a NRSRO and may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio.
- Q. A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond. For securities eligible for investment under this subsection not issued or guaranteed by an agency or issuer identified in subsection A. or B., above, the following limitations apply:
- (1) The security shall be rated "AAA" or its equivalent by a NRSRO and have a maximum remaining maturity of five years or less.
 - (2) Securities eligible for investment under this subdivision shall not exceed 20% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

For purposes of determining compliance with this policy, where this section specifies a percentage limitation for a particular category of investment, that percentage is applied on the date of purchase. Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased.

X. ADDITIONAL ALLOWABLE INVESTMENTS FOR BOND PROCEEDS

- A. Investment agreement with an AA rated bank or collateralized investment agreement with an A rated bank or an investment acceptable to a bond insurance company and approved specifically by the SBCTA and SBCOG Board.
- B. Debt service reserve funds and debt service funds may be invested longer than five years as long as they are permitted by state law and investments are readily available for bond payments and other bond purposes (refundings, defeasance, etc.).
- C. U.S. Treasury Securities and State and Local Government Securities having a maturity longer than five years are permitted for escrowed defeasances.
- D. Forward purchase agreements, forward delivery agreements and debt service reserve agreements approved specifically by the SBCTA and SBCOG Board.
- E. Other investments as permitted by bond indentures.

XI. PROHIBITED INVESTMENT TRANSACTIONS

Any investment not specifically allowed by this policy is prohibited.

XII. INVESTMENT IN "DERIVATIVE" SECURITIES

Direct investment in derivative securities is prohibited. A "derivative security" is any investment the value of which is derived from an underlying security, commodity or index. For purposes of this policy, a derivative is any security that has principal and/or interest payments which are subject to significant uncertainty as to timing, and/or amount.

It is understood that the County Pool and LAIF may invest in certain derivative securities.

XIII. LEVERAGING

All forms of portfolio leverage, including, but not limited to, securities lending programs, reverse repurchase agreements, and margin accounts, are prohibited.

XIV. SAFEKEEPING OF SECURITIES

SBCTA shall enter into an agreement with a bank trust department to serve as the safekeeping agent for all deliverable investments. The safekeeping agent shall hold all investments in an account for the sole benefit of SBCTA and SBCOG. All deliverable investments shall be delivered by the broker to SBCTA's and SBCOG's combined safekeeping account on a delivery versus payment basis.

XV. COMPETITIVE BIDDING OF INVESTMENTS

The investment procedures require that approved broker/dealers compete for direct investment purchases and sales to ensure that all investment transactions are free from favoritism. The CFO in conjunction with SBCTA's and SBCOG's investment advisor shall determine the best execution price for SBCTA and SBCOG, and act accordingly.

XVI. BROKER/DEALERS

A. If a third party investment advisor is authorized to conduct investment transactions on SBCTA's and SBCOG's behalf, the investment advisor may use their own list of approved issuers, broker/dealers and financial institutions for investment purposes. The investment advisor's approved list must be made available to SBCTA and SBCOG upon request.

B. For any investment transactions conducted by the Treasurer on behalf of SBCTA and SBCOG, and not conducted directly with the issuer, the Treasurer shall comply with the following requirements:

C. Transactions initiated by SBCTA and SBCOG shall be executed through government securities dealers reporting as primary dealers to the New York Federal Reserve Bank of New York or direct issuers (defined as corporations that issue their own securities) and through secondary dealers who have received prior approval to do business with SBCTA and SBCOG.

D. Primary dealers wishing to do business with SBCTA and SBCOG must meet the following criteria:

1. The primary dealer representative must have demonstrated experience providing investment services to public agencies in California.
2. The primary dealer representative must provide SBCTA and SBCOG with a minimum of three references of finance officials from public agencies in California.

E. Secondary dealers must complete a broker/dealer application provided by SBCTA and SBCOG, and must meet the following criteria to the satisfaction of SBCTA's Chief Financial Officer:

1. The broker/dealer must qualify under SEC Rule 15C3-1 (uniform net capital rule).
2. The broker/dealer and the broker/dealer representative must be properly registered with the appropriate state and federal regulatory bodies.
3. The broker/dealer should be a market maker and have a strong market presence in one or more product areas that are pertinent to SBCTA's and SBCOG's investment goals.
4. The broker/dealer and its representative should be well established in the business and have an acceptable track record.

F. Each broker/dealer will be sent a copy of this Policy, a broker/dealer application, and a list of persons authorized to execute transactions on SBCTA's and SBCOG's behalf. In order to be considered for investment business opportunities with SBCTA and SBCOG, each firm must acknowledge receipt of such materials.

XVII. REPORTING

A. Quarterly Report

The CFO will provide a quarterly report to the General Policy Committee and to the Board of Directors providing the following information:

1. Breakout of all securities, investments and moneys held by SBCTA and SBCOG by investment type, issuer, date of maturity, par, dollar amount and percent of portfolio invested in each.

2. A description of all SBCTA's and SBCOG's funds, investments or programs that are under the management of any outside party that is not a local agency. This report must also include market valuation of the portfolio and the source of the valuation.
3. A statement of compliance with investment policy and a statement denoting the ability of SBCTA and SBCOG to meet all expenditures for the next six months.

B. Monthly Report

The CFO will provide a monthly list of investment transactions to the Board of Directors as required by the California Government Code §53607 when investment authority has been delegated by the Board.

XVIII. SUBMISSION OF INVESTMENT POLICY

SBCTA's CFO shall render a statement of investment policy to the Board of Directors of SBCTA and SBCOG as required by the California Government Code. If changes are proposed, the Board shall consider the policy, and proposed changes, in a public meeting.

XIX. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	10/02/96
1	20100: Added paragraph starting with "It shall be SANBAG's long term objective . . .".	09/03/97
2	No changes.	12/02/98
3	20100.10: Changed percentage of operating funds amount to 20%. 20100.10: Changed percentage of San Bernardino portfolio to 20%.	11/03/99
4	No changes. Re-approved by the Board of Directors.	11/01/00
5	Added Para. 20100.16 Qualifications of Broker/Dealers; re-sequenced existing paragraphs. 20100.16, 20100.17, 20100.18, 20100.19, 20100.20, and 20100.21 to 20100.17, 20100.18, 20100.19, 20100.20, and 20100.22. Revised Par. 20100.10: Revised "...not to exceed 20% of SANBAG's operating funds..." to "...not to exceed 30% of SANBAG's operating funds...", and "Portion of Portfolio: 20% maximum" to "Portion of Portfolio: 30% maximum".	11/07/01
6	Changed paragraph numbering style from 20100.1,20100.2, 20100.3 etc. to I, II, III, etc. Par. IX: Changed "one year" to "two years". Par. X.4: Changed "1 year maximum" to "2 year maximum". Par. X.5: Changed "1 year maximum" to "2 year maximum". Par. X.6: Changed "180 days maximum" to "270 day maximum".	11/06/02
7	No changes. Re-approved by the Board of Directors	11/05/03
8	No changes. Re-approved by the Board of Directors	01/05/05
9	No changes. Re-approved by the Board of Directors	11/02/05
10	Paragraphs on DEFINITIONS, ANNUAL MANAGEMENT REVIEW AND AUDIT, AND SEGREGATED INVESTMENT, and EXECUTION AND RECORD KEEPING: Deleted. Paragraphs III, IV, IX, and XVII: Minor revisions. Paragraphs VIII, IX, and XVI: Major revisions.	07/05/06
11	Par. IX.J: Removed limitation.	09/13/06
12	No changes. Re-approved by the Board of Directors	01/09/08
13	Par. VI: Delete "In addition, the CFO, under the direction and oversight of the Executive Director, and consultation with SANBAG's investment advisor, shall review the alternatives for the investment of bond proceeds, and shall recommend such investments to the SANBAG Board for approval'. The investment of bond proceeds is identified under par. X. and will be authorized by bond covenant. Par. IX: Add (C) Obligations of the State of California or any local agency within the state and (D) Registered treasury notes or bonds of other states in addition to California to diversify the number of sectors and issuers; revise (C) to be (E) and add "held" before "by a third party custodial agreement". Also add "Repurchase agreements may not represent more than 20% of SANBAG's investment portfolio", to limit the amount to be invested in repurchase agreements; delete "(G) "provided that the issuing corporation is organized and operating within the United States, has total assets in excess of \$500 million and has an "A" or higher rating for its long-term debt, if any, as provided by a nationally recognized statistical rating organization." This is also stated in paragraphs (G) (1) and (2); increase (J) from \$40 million to \$50 million limitation	09/01/10

Revision No.	Revisions	Adopted
	<p>on LAIF investment per State Treasurer's Office authorization to increase the dollar amount for investment.</p> <p>Par. X: Change (A) For CAMP, rating from AAA to AAAm and average maturity from one year to 60 days or less. This is to improve safety and liquidity.</p> <p>Par. XV: Add "in conjunction with SANBAG's investment advisor" for clarification purposes.</p>	
14	<p>Par. VIII: Changed four years to five years and added "unless otherwise noted in Par. IX.</p> <p>Par. IX.B: Changed 10% to 40%.</p> <p>Par. IX.F: Changed 20% to 40% and changed "No more than 5% of SANBAG's investment portfolio may be invested in the Bankers' Acceptances of any one commercial bank." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type."</p> <p>Par. IX.G: Changed "No more than 5% of SANBAG's investment portfolio may be invested in commercial paper of one issuer." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities on any one non-government issuer regardless of security type."</p> <p>Par. IX.H: Changed 20% to 30 and changed "No more than 5% of SANBAG's investment portfolio may be invested in a medium-term note of any one corporation." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type."</p> <p>Par. IX.I: Changed 20% to 30% and added "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type."</p> <p>Par. XVII: Removed 'QUARTERLY' from title, renumbered paragraphs, and added "B. Monthly Report. The CFO will provide a monthly list of investment transactions to the Board of Directors as required by the California Government Code 53607 when investment authority has been delegated by the Board.</p>	07/06/11
15	<p>Par. IX.H: Changed rating of "AA" to "A".</p> <p>Par. IX.I: Changed "... by a state-licensed branch ..." to "... by a federally or state-licensed branch ..." and changed "... rated AA ..." to "... rated A or its equivalent ...".</p> <p>Re-approved by the Board of Directors.</p>	08/01/12
16	No changes. Re-approved by the Board of Directors on 9/4/13, Agenda Item 5.	09/04/13
17	Re-approved by the Board of Directors on 7/2/14, Agenda Item 4. Updated Par. VI to mirror bylaws that designate the CFO as Treasurer.	07/02/14
18	Re-approved by the Board of Directors on 9/2/15, Agenda Item 6. Updated Par. IX – Allowable Investments for SANBAG Operating Funds, including modifications to subparagraph I, and adding subparagraphs N and O.	09/02/15
19	BOD approved on 11/05/15, Agenda Item 3. Updated Par. IX section N permitting investment in certain obligations issued by SANBAG entities.	11/04/15
20	BOD approved on 9/07/16, Agenda Item 8. Updated Par. IX – Allowable Investments for SANBAG Operating Funds, modifying subparagraph J and to Par. XVIII – Annual Submission of Investment Policy.	09/07/16
21	BOD approved on 3/01/17, Agenda Item 6. Updated entity name from SANBAG to SBCTA, Par. IX section K allowing investment in CAMP, Par. VI – designate the CFO as Treasurer of SBCTA & SBCOG with one year authority to invest or reinvest SBCTA and SBCOG funds.	03/01/17
22	BOD approved on 6/6/18, Agenda Item 4. Minor modifications for clarification purposes to Paragraphs IX (sections F, G, H, I, N, P, and Q).	06/06/18
23	BOD approved on 6/05/19, Agenda Item 24. Minor modification to paragraphs VI and IX, K..	06/05/19
24	BOD approved on 05/06/20 agenda item 5.	05/06/20
25	BOD approved on 5/5/21 agenda item 6. Amend Section IX, G to comply with SB998 allowing to invest in commercial paper up to 40% and eliminate 10% limit on any one issuer.	05/05/21
26	BOD approved on 5/4/22 Agenda Item 4. No Changes	05/04/22
27	BOD approved on 5/3/23 Agenda Item 6. Amend Section IX.K modified to include California Asset Management Program (CAMP)'s term investments.	05/03/23
28	BOD approved on 05/01/24 Agenda Item 8. Amend Section IX.Q modified to provide clarity to the current practice for mortgage pass-through securities, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond.	05/01/24
29	BOD approved on 6/4/25, Agenda Item 8. Revision – outdated language regarding effectiveness in 2019, which was removed from the policy.	06/04/25

Revision No.	Revisions	Adopted
30	BOD approved on 4/01/26, Agenda Item X. Amend Section IX.G to extend the maximum maturity for prime quality commercial paper from 270 days to 397 days, as referenced in SB 858 and SB 595, which amended Government Code Section 53601.	04/01/26

DRAFT

Minute Action

AGENDA ITEM: 7

Date: *March 11, 2026*

Subject:

Fiscal Year 2025/2026 Budget Action Plan - Third Quarter Report

Recommendation:

Receive the Fiscal Year 2025/2026 Budget Action Plan – Third Quarter Report.

Background:

The San Bernardino County Transportation Authority’s (SBCTA) Fiscal Year 2025/2026 Budget Action Plan (BAP) establish the Board of Directors (Board) priorities for the year. The Executive Director uses this as a tool with the Executive Management Team to evaluate SBCTA’s progress in achieving the Board’s priorities. The Executive Director or her designee will provide quarterly updates on the status of the goals as listed in the attached BAP.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:

This item is not scheduled for any other policy committee or technical advisory committee review.

Responsible Staff:

Carrie Schindler, Executive Director

Approved
General Policy Committee
Date: March 11, 2026

Witnessed By:

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority

Initiative #1: Transparent and Accountable Allocation Strategies

Division Strategy: Complete timely audits of Measure I and Transportation Development Act recipients

Action Plan	Milestones	Milestone Status	Responsibility	
1A	Complete annual audits.	Q2	Completed in December.	Finance
	Inform Committees and Board of status of audits.	Q3	On schedule	
	Manage Transportation Development Act (TDA) triennial performance audits of SBC TA and transit operators.	Release request for proposals for audit services - Q4	On schedule. Anticipate contract award July 2026 Board of Directors Meeting.	Fund Administration
Notes				

Division Strategy: Use strategic programming to ensure that no funds are lost

Action Plan	Milestones	Milestone Status	Responsibility
1B	Request allocation of State Transportation Improvement Program (STIP) funds for I-10 Contract 2B - Q2	The allocation request was approved by the CTC at its January 2026 meeting.	Fund Administration
	Request reprogramming of Fiscal Year 2026/2027 STIP funds on National Trails Highway Bridges Phase 1 if project will not be ready for construction - Q3	Programming milestones have been updated and included in the draft 2026 STIP submitted to the CTC for approval. Approval is anticipated at the March 2026 CTC meeting.	
	Request reprogramming of Fiscal Year 2026/2027 STIP funds on State Route 62 Phase 2B if project will not be ready for construction - Q3	Staff is participating in project meetings with the City of Twentynine Palms and Caltrans. Currently on pace to advertise for CON Q4 2026.	
	Request reprogramming of Fiscal Year 2026/2027 STIP funds on ZEMU purchases if a full funding plan has not been developed - Q3	Staff will continue to monitor viability of full funding plan during 2026 STIP adoption cycle.	
	Request allocation of Planning, Programming and Monitoring funds for Fiscal Year 2026/2027 - Q4	The allocation request will be submitted for the June 2026 CTC meeting.	
	Submit application for programming of Fiscal Year 2026/2027 Local Partnership Program - Formula funds for Phase 3 of the National Trails Highway Bridges project - Q4	Because of delays to the estimated approval timeframe of the environmental document for Phase 3, staff will submit an application for programming in Fiscal Year 2027/2028 by Q4.	
	Develop alternative funding strategy for Baker Bridge construction and National Trails Highway Bridges Phases 1 and 2 if Federal highway sanctions are in place and/or Federal funds for construction will not be obligated by September 2026 - Q4	Baker Bridge is fully funded and will be obligated by September 2026. National Trails Highway Bridges Phases 1 and 2 will likely not meet the September 2026 funding deadline because of environmental delays. SCAG has confirmed that the funds will remain available for the projects after September 2026.	
Notes			

Attachment: FY 25_26 Budget Action Plan Qtr3 (12206 : Fiscal Year 2025/2026 Budget Action Plan - Third

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

San Bernardino County Transportation Authority
Fiscal Year 2025/2026 Budget Action Plan

Division Strategy: Protect San Bernardino County's equitable share of available state and federal funds				
Action Plan	Milestones	Milestone Status	Responsibility	
1C Develop funding strategies that maximize resources available and result in opportunities to seize additional state and federal funds.	Award contract for Air Quality Consultant to remain eligible for Federal Congestion Mitigation and Air Quality Improvement funding - Q1	Completed. The contract for the Air Quality Consultant was awarded to ESA by REDA on 10/2/25.	Fund Administration	
	Nominate projects to SCAG for programming of Federal formula funds in accordance with the Project Prioritization Framework adopted by the Board in March 2025 - Q1	SCAG approved \$68.8M CMAQ and \$78.4M STBG funds for projects submitted by SBCTA at its December 2025 Regional Council Meeting.	Fund Administration, Project Delivery, Transit	
	Nominate projects to the California State Transportation Agency for programming of the remainder of Senate Bill 125 Transit and Intercity Rail Capital Program and Zero Emission Transit Capital Program funds - Q4	Staff submitted the third allocation request package in September 2025. Funds from the second allocation request package, submitted in March 2025, were approved in July 2025 and received in November 2025. Fund Administration presented an item to Transit Committee in February 2026 to apportion the available Fiscal Year 2025/2026 Year 3 TIRCP funds. Transit staff will be taking an item to Transit Committee in Q4 2026 to allocate Years 2 and 3 of TIRCP to the transit operators. Year 3 ZETCP is not currently in the State's budget for FY 26/27 and will need to be monitored.	Funds Administration, Transit	
	Participate in development of the 2026 STIP Guidelines to seek to align STIP programming with the 2025 Update to the 10-Year Delivery Plan and ensure San Bernardino County receives its equitable share in 2026 STIP - Q3	The STIP programming was approved by the Board October 2025 and is scheduled for approval by the CTC in March 2026.	Fund Administration	
Notes				
Division Strategy: Develop long-term bonding needs to help leverage other funds and deliver projects				
Action Plan	Milestones	Milestone Status	Responsibility	
1D Establish plan for the 2025 sales tax revenue bond program.	Update bond model with most current revenue and cost projections to prepare for 2025 sales tax revenue bond program - Q1	The bonding schedule was delayed to align with the anticipated bid opening dates for I-10/Mt Vernon and I-10 Contract 2A. The bond model was updated in Q2.	Fund Administration	
	Work with Finance Department and financial consultant to optimize bond model based on bids received for the I-10/Mt Vernon Interchange and I-10 Contract 2A and the current cost estimate for I-10 Contract 2B for the 2025 sales tax revenue bond program - Q2	The 2026 Sales Tax Revenue Bonds were issued in January 2026.		
Notes				
Division Strategy: Manage geographic equity in fund distribution across the county				
Action Plan	Milestones	Milestone Status	Responsibility	
1E Manage long-term strategy for ensuring geographic equity in fund distribution over the life of the Measure.	Facilitate Mountain/Desert Subarea meetings for project identification, prioritization, and allocations for the 2026 Update to the 10-Year Delivery Plan, and present Mountain/Desert Subarea representatives' recommendations to the Mountain/Desert Policy Committee and Board for approval - Q4	2026 Update to the 10-Year Delivery Plan began in January 2026. Staff will initiate outreach to Mountain/Desert Subarea representatives at beginning of Q4 and anticipates presenting Subarea representatives' recommendations to MDC in FY26/27 Q1.	Fund Administration	
	Notes			
Division Strategy: Manage SBCTA railroad right-of-way in an efficient and comprehensive fashion				
Action Plan	Milestones	Milestone Status	Responsibility	
1F Manage SBCTA railroad right of way in an efficient and comprehensive fashion.	Ongoing	Ongoing	Transit	
	Notes			

Attachment: FY 25_26 Budget Action Plan Qtr3 (12206 : Fiscal Year 2025/2026 Budget Action Plan - Third

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

Initiative #2: Engender Public Trust				
Division Strategy: Secure an unmodified opinion of Comprehensive Annual Financial Report (Annual Report)				
	Action Plan	Milestones	Milestone Status	Responsibility
2A	Meet with Executive Board officers and certified public accountant (CPA) firm to cover audit process and timing.	Q4	Met in July to discuss the audit process and timing for the Fiscal Year 2025 audit. This process will be moved to Q1 of each year.	Finance
	Notes			
Division Strategy: Obtain Certificate of Achievement for Excellence in Financial Reporting				
	Action Plan	Milestones	Milestone Status	Responsibility
2B	Apply for Government Finance Officers Association (GFOA) award for the annual financial report.	Q3	Completed application in December, pending results.	Finance
	Notes			
Division Strategy: Complete Measure I Biennial Agreed Upon Procedures				
	Action Plan	Milestones	Milestone Status	Responsibility
2C	Complete agreed upon procedures for Measure I programs.	Q2	CTO executed. Procedures in process.	Finance
	Notes			
Division Strategy: Obtain Distinguished Budget Presentation Award				
	Action Plan	Milestones	Milestone Status	Responsibility
2D	Apply for GFOA award for annual budget.	Q1	Completed. Award confirmed in August 2025.	Finance
	Notes			
Division Strategy: Complete internal control self-assessment to identify areas of improvement.				
	Action Plan	Milestones	Milestone Status	Responsibility
2E	Complete review of annual internal control self-assessment.	Q4	On schedule	Finance
	Notes			
Division Strategy: Implement the Records Retention Schedule				
	Action Plan	Milestones	Milestone Status	Responsibility
2F	Continue with the implementation of the Records Retention Program, including establishing quarterly meetings with records coordinators, two annual clean up days, a system that will assist tracking which documents have passed retention.	Clean up day - Q1 & Q3	Completed	Executive Administration and Support, Management Services
		Automate retention to remaining libraries in Laserfiche - Q4	Delayed. Consultant and IT troubleshooting retention automation module.	
		Automate retention to four department sites in SharePoint-Q4	Delayed. Microsoft and IT troubleshooting retention automation module.	
		Notes		
Q1 - Destroyed 159 boxes, 52 paper files and 22 electronic files. Q3 - Destroyed 16 boxes and 849 electronic records. Automation in repositories not working properly. Will be resolved with Office 365 implementation. For now, manually implementing retention in Laserfiche.				

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Division Strategy: Streamline Agency Operations				
Action Plan	Milestones	Milestone Status	Responsibility	
2G	Update procurement templates.	Q4	On schedule	Procurement, General Counsel
	Begin implementation of new enterprise resource system (accounting system).	Q1	On schedule. 8/7/2025 kickoff with initial implementation discussions with vendor ongoing.	Finance, Project Delivery, Management Services
	Implement Microsoft 365 foundation.	Q4	On schedule. Contract award at January Board.	Management Services
Notes				

Initiative #3: Focus on Creating and Strengthening Collaborative Partnerships with Governmental and Business Entities

Division Strategy: Work with other governments and business groups to leverage resources for our region's benefit

Action Plan	Milestones	Milestone Status	Responsibility	
3A	Implement the 5 year SBCOG Work Plan.	Award consultant contract for program management - Q2	Completed. Contract approved, kick off took place, and CTOs are routing for approval to implement programs not already underway.	COG, General Counsel
		Complete Street Vendor Toolkit - Q4	On schedule	
		Initiate Small Business Projects - Q3	On schedule	
		Initiate Speaker Series - Q2	On schedule	
Initiate the Homeless Strategic Plan.		Establish Advisory Committee - Q2	On schedule	
		Execute consultant contract - Q2	On schedule	
Establish the Housing Trust Joint Powers Authority (JPA).		Execute JPA - Q2	Delayed to Q3.	
		Approve Housing Trust Administrative Plan - Q3	Delayed to Q4 due to JPA execution in Q3.	
Smart County Master Plan, Amendment No. 1		Initiate planning for CAD-to-CAD with County Fire - Q1	On schedule	
Continue coordination with Brightline West to support their construction along the San Gabriel Subdivision between I-15 and Cucamonga Station, as well as coordinated development of the Cucamonga Station.	Ongoing		Final agreements for the Rancho Cucamonga station are scheduled to be completed in Q3, with the start of the escrow process in Q4.	Transit
Notes				

Division Strategy: Enhance COG role, and leverage synergy of being the CTA and COG

Action Plan	Milestones	Milestone Status	Responsibility	
3B	Plan annual City/County Conference.	In person conference set for Spring 2026	Scheduled for May 14 -15, 2026.	Legislative/Public Affairs, COG
	Collaborate with member agencies through City/County Manager Technical Advisory Committee (CCMTAC).	Ongoing bi-monthly meetings	Continuous	
Notes				

Attachment: FY 25_26 Budget Action Plan Qtr3 (12206 : Fiscal Year 2025/2026 Budget Action Plan - Third

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Division Strategy: Enhance SBCOG's and the region's ability to compete for grant funding				
Action Plan	Milestones	Milestone Status	Responsibility	
3C	Host grant workshop.	Q4	On schedule	COG
	Communicate grant opportunities to member agencies.	Implement Grant Framework - Q1	Completed. Framework has been implemented, webinar was conducted with member agencies, and the new grants landing page is live.	
		Continue to provide updates to member agencies on new grant opportunities - Ongoing	Ongoing	
Notes				
Division Strategy: Assist local governments with environmental and efficiency initiatives				
Action Plan	Milestones	Milestone Status	Responsibility	
3D	Work with local agencies with implementation of Zero Emission Vehicle (ZEV) readiness plan and assist in identifying grant opportunities for charging infrastructure.	Ongoing	Working with WattEV on SB 1 grant opportunity in Victorville. Sustainable Infrastructure Prioritization & Methodology is being drafted jointly with COG.	Air Quality/Mobility
	Assist local agencies with reducing energy consumption and achieving savings through formation of the Inland Regional Energy Network (I-REN).	Ongoing	Update on I-REN was provided at General Policy Committee in February. Currently 23 San Bernardino County agencies (cities and other public agencies) are at the Initial Measures List (IML) stage and beyond as of the end of Q3 and share a combined 40 identified projects working within the I-REN process.	
Notes				
Initiative #4: Accelerate Delivery of Capital Projects				
Division Strategy: Support Delivery the West Valley Connector Phase I				
Action Plan	Milestones	Milestone Status	Responsibility	
4A	Complete Stage 3 (South Side of Holt Blvd).	Q1	Delayed to Q4.	Transit
	Notes			
Contractor is currently working on stage 3, and completion has been pushed out to Q4.				
Division Strategy: Produce Zero Emission Multiple Unit				
Action Plan	Milestones	Milestone Status	Responsibility	
4B	Start revenue service using ZEMU.	Q1	Completed. Start of revenue service operations on 9/13/2025.	Transit
	Complete construction of hydrogen fuel station.	Q4	Q3 of FY 26/27	
	Complete construction of maintenance facility retrofit.	Q1	Delayed to Q3.	
Notes				
Completion of the maintenance facility retrofit project is scheduled to be completed in March 2026.				

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Division Strategy: ONT Connector				
	Action Plan	Milestones	Milestone Status	Responsibility
4C	Award design-build contract.	Q2	See note. (Project Canceled)	Transit
	Apply for Transit and Intercity Rail Program Grant.	Q2	See note. (Project Canceled)	
	Submit FTA New Starts Rating Package.	Q4	See note. (Project Canceled)	
	Notes			
The design-build proposals were received in late September but the price proposals exceeded the previous estimates and the Board approved canceling the project at the December Board meeting.				
Division Strategy: Delivery of Capital Projects - Environmental Reports Milestones (Highway/Roadway):				
	Action Plan	Milestones	Milestone Status	Responsibility
4D	SR 62 Sage to Airway	Start Environmental - Q1	Delayed to Q2 FY 26/27 due to Caltrans delay of cooperative agreement.	Project Delivery
	SR 18 - US 395 to LA County Line	Start Environmental - Q1	Completed	
	I-15 Cajon Pass Truck Climbing Lane	Start Environmental - Q2	Completed	
	Notes			
Division Strategy: Delivery of Capital Projects - Construction Milestones (Highway/Roadway):				
	Action Plan	Milestones	Milestone Status	Responsibility
4E	I-10 Mount Vernon Avenue	Start Construction - Q2	Completed	Project Delivery
	I-215 Bi-County/Segment 5 Landscaping	Start Construction - Q3	Completed	
	SR-210 Waterman Avenue	Complete for Beneficial Use - Q2	Completed	
	I-10 Cedar Avenue	Complete for Beneficial Use - Q4	Delayed to Q1 of 2030 due to railroad work window delays.	
Notes				
Division Strategy: Delivery of Express Lanes Projects				
	Action Plan	Milestones	Milestone Status	Responsibility
4F	I-10 Corridor Freight and Express Lanes Project Contract 2A	Start Construction - Q3	Completed. NTP issued February 9, 2026. Currently in administration and early submittal phase.	Project Delivery, Express Lanes
	I-10 Corridor Freight and Express Lanes Project Contract 2B	PS&E approval - Q1	On schedule. IFB release March 2026.	
	I-15 Corridor Freight and Express Lanes Project (Contract 1)	Construction - 40% Complete Q4	On target, 37% complete as of 2/26/26.	
	Notes			

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Division Strategy: Support Delivery of Gold Line (GL)			
Action Plan	Milestones	Milestone Status	Responsibility
4G	Monitor SBCTA funding gap and LA Metro funding commitment to build to the County line.	To be determined, depends on GL Authority (GLA) securing funding	Transit
	Present Funding Agreement and Operations and Maintenance Agreement to SBCTA Board.	To be determined, depends on GLA securing funding	
Notes			
At the September Board meeting, the Board approved removing funding from the Gold Line to Montclair Project to expand Metrolink service in the same corridor. At the January Board meeting, the Board approved moving the remaining funding to the Enhanced Metrolink Service Project.			

Initiative #5: Maximize Funding Opportunities and Cost-Effectiveness of Investments

Division Strategy: Conduct regional forums to discuss issues of importance across our region			
Action Plan	Milestones	Milestone Status	Responsibility
5A	Advocate for policies and funding formulas at the state and federal levels that are favorable for SBCTA to construct and deliver transportation projects.	Ongoing	Legislative/Public Affairs
	Support for legislation regarding progressive design build delivery and oppose legislation that would adversely impact transportation funding. Build coalitions in support of state and federal transportation grant applications and budget items as well as additional transit operational funding. Maintain good working relationships and communication with state and federal officials.	Ongoing	
Notes			

Division Strategy: Operate and Maintain SB Express Lanes			
Action Plan	Milestones	Milestone Status	Responsibility
5B	I-10 Corridor Freight and Express Lanes Project (Contract 1) Operations and Maintenance.	Ongoing	Express Lanes
	Optimize Express Lanes Operations and Maintenance through technology and process innovations.	Ongoing	
	Occupancy Detection System Pilot	Q4	
	Enhance traveler information dissemination related to Express Lanes usage.	Ongoing	
	Manage SB Express Lanes Walk-In Center and sbexpresslanes.com website.	Ongoing	
	Improve sbexpresslanes.com "Pay Online" user experience and notifications.	Q2	
	Explore incentive options on SB Express lanes for transit users.	Q4	
Monitor SB Express Lanes customer satisfaction and enhance customer experience.	Ongoing	No changes	
Notes			

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Initiative #6: Awareness of SBCTA Programs, Services, and Transit Options				
Division Strategy: Build awareness of SBCTA programs and services				
	Action Plan	Milestones	Milestone Status	Responsibility
6A	Highlight Measure I's contributions to the region's transportation system. Annual state of transportation event; monthly blog series "Measure I (Impact)".	Ongoing	Measure I education initiative included presentations to all 24 city and town councils, new collateral materials, and ad campaign to highlight the benefits of Measure I.	Legislative/Public Affairs, Fund Administration
	Market SBCTA identity, promote awareness of programs and services. Employee spotlight blog series.	Ongoing	Paused employee spotlight blog series to recalibrate.	Legislative/Public Affairs
	Market SB Express Lanes, promote FasTrak account opening and Low income and Disabled Veteran Program.	Ongoing	Developing new task order to sustain ongoing marketing efforts over the next two years.	Legislative/Public Affairs, Express Lanes
Notes				
Division Strategy: Leverage and grow public outreach and communication services				
	Action Plan	Milestones	Milestone Status	Responsibility
6B	Continue to enhance traditional and social media presence by providing project updates, alerts, and information.	Ongoing	Measure I education initiative includes transit education collateral.	Legislative/Public Affairs
	Utilize On-Call Public Outreach Contracts, On-Call Graphic Design Services Contracts, Marketing & Branding Services Contract to utilize new tools and capitalize on communication opportunities throughout the region.	Ongoing	No changes	Legislative/Public Affairs, Transit
	Utilize On-Call Graphic Design Services Contracts & Marketing and Branding Services Contract to support each department in their efforts to communicate internally and externally.	Ongoing	No changes	Legislative/Public Affairs, Fund Administration
Notes				
Division Strategy: Highlight transit options in San Bernardino County				
	Action Plan	Milestones	Milestone Status	Responsibility
6C	In partnership with transit operators, highlight transit connectivity options in the region. Provide legislative information and updates, advocate at the state and federal levels for transit maintenance and operations funding.	Ongoing	Continued coordination with the Transit and Public Affairs Department.	Legislative/Public Affairs, Transit
Notes				
Initiative #7: Long Range Strategic Planning				
Division Strategy: Develop regional and county-level transportation strategies				
	Action Plan	Milestones	Milestone Status	Responsibility
7A	Prepare for the 2028 Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).	Work with SCAG to establish project schedule - Q2	On Schedule. Attending SCAG Planning TAC meetings to coordinate demographic forecasting process with counties. Provided update to SCAG on the Goods Movement Project List plus projects for RTP Amendment #2.	Planning, Fund Administration
		Begin setting up San Bernardino County Growth Projection Model - Q3	On schedule	
Notes				

Attachment: FY 25_26 Budget Action Plan Qtr3 (12206 : Fiscal Year 2025/2026 Budget Action Plan - Third

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Division Strategy: Conduct strategic planning of Measure I projects and update policies to be consistent with practice				
Action Plan	Milestones	Milestone Status	Responsibility	
7B	Maintain Measure I Strategic Plan Parts 1 and 2.	Ongoing	Continued discussions in Q3 for how Strategic Plan could change with a new Measure I 3.0.	Planning, Fund Administration
	Notes			
Division Strategy: Provide current, quality planning data				
Action Plan	Milestones	Milestone Status	Responsibility	
7C	Support other departments with data analysis and mapping/geographic information system (GIS).	Ongoing	Submitted Caltrans CSIS Round 3 intake forms for SB 1 TCEP - Cajon Pass Truck Climbing Lane Extension and SR 18.	Planning
	Update and maintain SBTAM "Plus" modeling system.	Ongoing	Responded to model requests.	
	Incrementally implement an SBCTA agency-wide data and analytics dashboard.	Ongoing	Continued work in Q3 on dashboard to support interdepartmental needs, especially on project status.	
Notes				
Division Strategy: Conduct subarea and modal studies				
Action Plan	Milestones	Milestone Status	Responsibility	
7D	State Route 247/62 Emergency Bypass Lane Study.	Complete Phase 1 - I-15 Alternate Route Strategy - Q1	Phase 1 Emergency Bypass Strategy completed and reported to both MVSS and MDC.	Planning
		Complete Phase 2 - Identify geometric/operational improvements on SR 247, 62, and other key alternate routes to I-15 - Q4	On schedule. Key bottlenecks identified for further analysis. First draft of report prepared in Q3.	
Notes				
Initiative #8: Environmental Stewardship, Sustainability, and Grant Applications				
Division Strategy: Monitor and Provide Input to State, Federal, and Regional Plans and Guidelines				
Action Plan	Milestones	Milestone Status	Responsibility	
8A	Provide technical comments on draft reports, plans, and guidelines from Caltrans, CTC, OPR, CARB, CalSTA, and other state agencies.	Ongoing	Submitted comments to SCAG on SB 375 modernization.	Planning, COG
	Prepare Grant Applications for state (e.g. SB 1, Active Transportation, TIRCP, etc.), federal (e.g. RAISE, BUILD, etc.) and other funding.	Ongoing	Prepared SB 1 Caltrans Program Fit and CSIS Intake Forms for partnerships on I-15 Truck Climbing Lane Extension and SR 18 Freight and Safety Project for TCEP. Submitted BUILD grant on Route 66 Bridges.	Planning, Fund Administration
Notes				

San Bernardino County Transportation Authority
Fiscal Year 2025/2026 Budget Action Plan

Division Strategy: Assist jurisdictions, developers, and other stakeholders with area-wide sustainability studies				
Action Plan	Milestones	Milestone Status	Responsibility	
8B	Implementation of SBCTA Regional Vehicle Miles Traveled (VMT) Mitigation Bank -Regional Early Action Planning (REAP) 2.0 Funded Program.	VMT App Development and Testing - Q2	Completed	Planning
		VMT Mitigation Bank Pilot Program Recruitment and Implementation Plan - Q2	Completed	
		VMT Bank Pilot Program Launch - Q3	Beginning of full pilot delayed to Q4 to ensure sufficient in-house beta testing by SBCTA staff. State provided extension of REAP project completion to December 2026.	
	Conduct Caltrans Emergency Evacuation Network Resilience Study (EENR).	Complete SB 99 and AB 747 Compliance Assessments - Q2	Completed	
		Complete EENR Report - Q4	Completed	
	Countywide Evacuation and Resiliency Center Design (ERCDC) Study.	Begin Study - Q1	On schedule, under contract and project was passed to COG for management.	
	Regional GHG Reduction Plan Implementation through EPA Climate Pollution Reduction Grant (CPRG) Program.	Final Draft - Q2	Completed	
Assist local agencies with housing initiatives under REAP 2.0. - County Transportation Commission Partnership Program.	Final PS&E Packet - Q4	On schedule, with extension authorized from SCAG for several projects through December 2026.		
Notes				
Division Strategy: Prepare effective active transportation plans				
Action Plan	Milestones	Milestone Status	Responsibility	
8C	Implement Safe Routes to School Program (with SBCSS and the County DPH).	Complete Programs - Q2	On schedule. Additional funding is available for outreach to selected schools in Q3 and Q4.	Planning
	Implementation of Active Transportation Projects on the priority list.	Ongoing	Project Delivery is proceeding with work on Redlands/Highland Connector.	
	Manage Transit Development Act (TDA) Article 3 bike/pedestrian project invoicing.	Call for Projects - Q1	Completed. TDA Article 3 project recommendations approved by Board in Q2.	
Notes				
Division Strategy: Develop and administer programs to improve the efficient use of our existing freeway network				
Action Plan	Milestones	Milestone Status	Responsibility	
8D	Manage the Southern California 511 (SoCal 511) program with other County Commissions.	Ongoing	Continuing 511 services. Completed draft report on potential sites for targeted remote connectivity in Q2 and following up with cell service providers and San Bernardino National Forest management.	Air Quality/Mobility
	Administer Freeway Service Patrol (FSP) to improve traffic safety, reduce congestion and traffic delays.	Present annual report to Board - Q4	On schedule. Preparation of an updated 5-year funding plan will be included.	
Notes				

Attachment: FY 25_26 Budget Action Plan Qtr3 (12206 : Fiscal Year 2025/2026 Budget Action Plan - Third

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Division Strategy: Support access to jobs, healthcare, and education while reducing roadway congestion				
Action Plan	Milestones	Milestone Status	Responsibility	
8E	Administer multi-modal programs to reduce congestion and improve quality of life including coordination with transit providers and Consolidated Transportation Service Agencies (CTSA) serving San Bernardino County.	Work with the transit providers and CTSA, to implement key activities identified in Short-Range Transit Plans based on the approved Public Transit-Human Services Transportation Coordination Plan – Q3	Ongoing	Transit, Planning
	Notes			
Division Strategy: Ensure SBCTA/SBCOG Engagement Framework goals met for internal structure and policies				
Action Plan	Milestones	Milestone Status	Responsibility	
9A	Complete SBCTA/SBCOG Engagement Framework.	Q1	Completed	COG
	Notes			

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Minute Action

AGENDA ITEM: 8

Date: *March 11, 2026*

Subject:

SBCTA/SBCOG Strategic Goals

Recommendation:

Review and provide input on the proposed SBCTA/SBCOG Strategic Goals for incorporation into and memorialization within the Fiscal Year 2026/2027 Budget.

Background:

The San Bernardino County Transportation Authority (SBCTA)/San Bernardino Council of Governments (SBCOG) Board of Directors directed staff to develop clear organizational goals that extend beyond the annual Budget Action Plan (BAP) and provide longer-range strategic focus.

In response, the Executive Team collaborated to develop the attached proposed Strategic Goals using the SBCTA/SBCOG Mission Statement as a foundation. These goals are designed to sharpen organizational direction and establish a clear line of sight between Board priorities, long-term regional outcomes, near-term work programs, and budget decisions. They are intended to anchor policy, programming, staffing, and investment recommendations within a consistent strategic framework.

With Board input, the Strategic Goals will be incorporated into the Fiscal Year 2026/2027 budget development process currently underway and be included in the “Strategic Goals and Strategies Addressing Long-term Concerns and Issues” section of the proposed budget.

The BAP will serve as the implementation tool that advances specific activities in support of the Strategic Goals. The Fiscal Year 2026/2027 BAP will be received by the General Policy Committee in April and Board in May as part of the Fiscal Year 2026/2027 budget process. The Board receives quarterly updates on the BAP activities.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Carrie Schindler, Executive Director

Approved
General Policy Committee
Date: March 11, 2026

Witnessed By:

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority



SBCTA/SBCOG Strategic Goals

MISSION STATEMENT:

Our mission is to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do. We achieve this by:

Mission Statement Element

- *Making all transportation modes as efficient, economical, and environmentally responsible as possible.*

Goal – Decide with Data & Deliver Results

- Investments will demonstrably improve mobility, access, and safe travel reliability for residents and goods movement, with measurable benefits in the areas of identified need, while maintaining flexibility to adapt plans and assumptions as technologies and needs evolve.

Relevant Activities

- Align investment priorities with data-identified needs.
- Align investments with the policies in the Measure I Strategic Plan.
- Update the 10-Year Delivery Plan every two years.
- Track project delivery milestones on a quarterly basis, solve problems quickly.
- Periodically review and update planning assumptions to ensure plans remain flexible and do not unintentionally limit future technologies or solutions.

Mission Statement Element

- *Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable.*

Goal – Embrace Technology

- SBCTA and SBCOG is nimble and fosters innovation and technology adoption for sustainable, future-ready transportation and housing investments that improve environmental outcomes and advance regional mobility and economic opportunity.

Relevant Activities

- Advance implementation of the Smart County Master Plan.
- Regularly engage with partners and experts to stay current on evolving industry standards, technology trends, and best practices.
- Track and evaluate pilot projects to inform future planning, funding, and policy decisions.
- Monitor public opinion and voter sentiment to inform potential consideration of future sales tax measures that support transportation investments.
- Build and support a skilled, adaptable workforce capable of meeting evolving operational and technological needs.
- Provide secure and reliable technology services that enable staff to effectively deliver the agency's transportation programs.

SBCTA/SBCOG Strategic Goals

Mission Statement Element

- *Promoting collaboration among all levels of government.*

Goal – Build Regional Alignment and Leadership

- SBCTA and SBCOG are trusted conveners that enable informed dialogue, collaborative problem solving, and shared decision-making among regional, state, and federal partners.
- SBCTA and SBCOG Board of Directors' priorities are enhanced through the alignment of member agencies' programs and projects.
- SBCOG is supported by sustained commitment and engagement from the Board and partner agencies in addressing current and emerging regional issues.

Relevant Activities

- Develop and implement Engagement Framework.
- Provide technical assistance to member agencies to support alignment with Board direction across planning, grant funding, programming and project delivery.
- Engage with SCAG committees and briefings to advance Board priorities and regional coordination.

Mission Statement Element

- *Optimizing our impact in regional, state, and federal policy and funding decisions.*

Goal – Think Strategically

- SBCTA and SBCOG are recognized by regional, state, and federal partners as effective and credible advocates for the county's transportation and other regional priorities.
- SBCTA and SBCOG are consistently successful in shaping policy positions and securing local, regional, state, and federal funding that advance Board priorities.
- SBCTA and SBCOG maintain advocacy strategies that are aligned with Board-approved state and federal legislative platforms.
- SBCTA is a preferred employer with a succession approach that sustains leadership continuity.

Relevant Activities

- Advocate for the restoration of formula funding, specifically the CMAQ and STBG funding within the 2026 Surface Transportation Reauthorization.
- Develop and implement new and creative opportunities to educate community partners and the public on the benefits of Measure I.
- Support upcoming legislation to modernize SB 743 (VMT criteria).
- Update state and federal legislative platforms regularly to reflect Board priorities and emerging issues.
- Prioritize employee recruitment, retention, and succession planning for critical roles to maintain agency stability and consistent execution of Board direction.

Mission Statement Element

- *Using all revenue sources in the most responsible and transparent way.*

Goal – Protect Trust

- Funds are used in ways that align with our values, mission, and public trust.
- Clear, accurate, and accessible reporting of financial activities.
- Maintain a service-centered mindset.

SBCTA/SBCOG Strategic Goals

Relevant Activities

- Ensure staffing and compensation are sustainable and supported by available revenues.
- Prepare accurate and timely financial reports and obtain clean audit opinions in compliance with bond indenture requirements to maintain strong creditworthiness and bond ratings.
- Pursue GFOA recognition through the Distinguished Budget Presentation Award and the Certificate of Achievement for Excellence in Financial Reporting.
- Proactively pursue discretionary grant funding to preserve formula funding sources.

DRAFT

Minute Action

AGENDA ITEM: 9

Date: *March 11, 2026*

Subject:

Memberships to Regional, State, and National Organizations

Recommendation:

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG):

Approve the SBCTA and SBCOG memberships to regional, state, and national organizations as listed below.

Background:

San Bernardino County Transportation Authority (SBCTA) staff is providing this listing of regional, state, and national organizations and associations, their purpose, and annual membership dues for Board consideration. SBCTA or San Bernardino Council of Governments (SBCOG) is a member of the listed organizations and benefits from membership through information relevant to the industry, through advocacy efforts for legislative and/or regulatory change, and through professional associations for program innovation and exchange. Some organizations provide regular information on regulations, funding opportunities, and regulatory requirements. A number of the organizations have provided support for SBCTA projects and programs and transportation improvements. Staff recommends that SBCTA/SBCOG continue memberships and/or register for memberships with the following organizations.

Association Purpose	Annual Dues
<p><u>American Association of State Highway and Transportation Officials (AASHTO)</u></p> <p>This organization represents highway and transportation departments in the 50 states, the District of Columbia, and Puerto Rico. Representing all transportation modes: air, highways, public transportation, active transportation, rail, and water. Its primary goal is to foster the development, operation, and maintenance of an integrated national transportation system. AASHTO works to educate the public and key decision-makers about the critical role that transportation plays in securing a good quality of life and sound economy for our nation. AASHTO serves as a liaison between State departments of transportation and the Federal government and offers training, transportation data access, and direct technical assistance to members. AASHTO issues standards for all phases of highway system development. Standards are issued for design and construction of highways, bridges, materials, and many other technical areas.</p>	<p>\$5,000</p>

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority

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<p><u>American Public Transit Association (APTA)</u></p> <p>This organization works to ensure that public transportation is available and accessible for all communities in the country through advocacy, innovation, and information sharing. APTA provides access to research and reports, standards development in transit, legislative updates and advocacy at the federal level, training opportunities on the latest issues and best practices for transit, and peer review data and panels to ensure our local agencies are keeping up with standards in the field.</p>	\$1,425
<p><u>American Road & Transportation Builders Association (ARTBA)</u></p> <p>This organization brings together all facets of the transportation construction industry to responsibly advocate for infrastructure investment and policy that meet the nation's need for the safe and efficient movement of people and goods.</p>	\$1,000
<p><u>Association for Commuter Transportation (ACT)</u></p> <p>ACT is the leading advocate for commuter transportation and transportation demand management (TDM). Commuting by bus, train, rideshare, bike, walking, or telework improves our world by contributing to energy independence, better air quality, livability, mobility, and reduced congestion. Through advocacy, education, and networking efforts, ACT strives to improve the lives of commuters, the livability of communities, and the economic growth of businesses.</p>	\$675
<p><u>Association of Government Accountants (AGA)</u></p> <p>AGA is the association that connects and empowers professionals who support government, from financial management to information technology, human resources, cybersecurity, and more, to advance good government initiatives, grow their expertise, and accelerate their careers.</p>	\$200
<p><u>California Association of Coordinated Transportation (CalACT)</u></p> <p>CalACT is the largest state transit association in the United States, with nearly 300 members dedicated to promoting professional excellence, stimulating ideas and advocating for effective community transportation. CalACT is a clearing house for information and resources on transit and paratransit management. This organization also is an advocate for rural transit agencies.</p>	\$1,750
<p><u>California Association of Councils of Governments (CALCOG)</u></p> <p>CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are involved in planning and funding transportation infrastructure; many actually deliver specific projects. Other members are the large Metropolitan Planning Organizations like Southern California Association of Governments (SCAG) and San Diego Association of Governments (SANDAG). CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors.</p>	\$13,312

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<p><u>California Association of Public Information Officials (CAPIO)</u></p> <p>CAPIO is a statewide organization dedicated to advancing public sector communicators across all levels of government. As SBCTA continues to develop and implement creative opportunities to educate community partners and the public on the benefits of Measure I, membership in CAPIO provides critical support for effective, transparent, and strategic public communications. CAPIO offers access to professional development, best practices, and peer collaboration that strengthen public outreach, crisis communications, and stakeholder engagement. This membership ensures staff remain current on evolving communication tools and techniques, enabling SBCTA to clearly communicate complex programs and projects, funding outcomes and regional benefits to diverse audiences while maintaining credibility and public trust.</p>	\$425
<p><u>California Association of Public Procurement Officers, Inc. (CAPPO)</u></p> <p>CAPPO works to provide tools to buyers in the public sector that will help them develop their professional skills for their benefit and the benefit of their agencies.</p>	\$580
<p><u>California Society of Municipal Finance Officers (CSMFO)</u></p> <p>The purpose of CSMFO is to improve the knowledge, skills, and performance of individuals responsible for municipal and other local government fiscal policy and management.</p>	\$550
<p><u>California Transit Association (CTA)</u></p> <p>Public sector, non-profit association of over 190 of California's largest urban, suburban, and rural transit operators, commuter rail agencies, transit support groups, transit suppliers, and government agencies. CTA is committed to a collaborative approach to advocating for improved transit operations throughout California, and works with local, state, and federal legislators advocating for transit. CTA conducts state level advocacy for stable transit funding, provides access to technical reports and updates on issues specific to transit needs in California, and provides access to educational opportunities on transit practices in California.</p>	\$1,400
<p><u>Gold Line Phase II Joint Powers Authority (GLJPA)</u></p> <p>In accordance with the GLJPA Agreement, the GLJPA was created to enable members to participate as fully as is necessary and appropriate in the planning, funding, design and construction of the Gold Line Phase II project (12.3 miles from Azusa to Montclair). It is the clear intent of the members that the GLJPA not possess any power to operate the Gold Line Phase II project or to maintain it after construction is completed and these responsibilities shall instead be the responsibility of LA Metro. It is also the clear intent of the members of the GLJPA to work closely with the Metro Gold Line Foothill Extension Construction Authority to promote efficient management of the Gold Line Phase II project to achieve cost efficiencies and to avoid overlapping activities, all the while ensuring the rapid completion of the Gold Line Phase II project.</p>	\$3,000

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Although SBCTA is not proceeding with the Gold Line extension into San Bernardino County, the GLJPA Agreement prohibits withdrawal from the JPA.	
<u>Government Finance Officers Association (GFOA)</u> GFOA is a resource for finance officers across the United States and Canada. GFOA provides members guidance on new governmental standards and issues awards for the budget document and annual comprehensive financial report. GFOA provides best practice information on accounting, auditing, budgeting, capital planning, debt management, financial reporting, pension and benefit administration, and treasury and investment management.	\$350
<u>Inland Action</u> Inland Action promotes diverse economic development in the Inland Empire. They advocate on a broad array of issues including transportation policy and financing at the state and federal levels. Their membership consists of a large number of private and public interests, interlacing the business and public sectors to form the basis of strong policy advocacy.	\$3,705
<u>Inland Empire Economic Partnership (IEEP)</u> IEEP is a private sector voice for business and quality of life in the Inland Empire. It recruits and supports business, advocates for an educated workforce, and works to ensure business-friendly transportation and infrastructure policy for the economic betterment of Riverside and San Bernardino Counties.	\$15,000
<u>Inland Southern California Climate Collaborative (ISC3)</u> ISC3 is a collaborative for agencies, organizations, and companies in the Inland Southern California region (San Bernardino, Riverside, and Imperial Counties) whose mission is to bolster local and regional efforts to avoid the worst effects of climate change while building resilience to the climate change impacts that communities are already facing. The formation of ISC3 was facilitated by the Local Government Commission (LGC) and funded by a Caltrans SB-1 Transportation Adaptation Planning Grant Program through SBCTA and Western Riverside Council of Governments (WRCOG). The formation of ISC3 is consistent with Senate Bill 1072 (Leyva), and the establishment of this collaborative will assist our regions under-resourced communities to access statewide public and other grant funds for climate change mitigation and adaptation purposes.	\$3,000
<u>International Bridge, Tunnel & Turnpike Association (IBTTA)</u> IBTTA is a nonprofit international trade association representing public agencies and private-sector partners involved in toll roads, bridges, tunnels, and express lanes operations. With SB Express Lanes now in revenue service, IBTTA membership offers access to industry best practices, peer agencies, and technical resources on express lanes operations, tolling technology, enforcement, customer service, pricing strategies, and policy matters.	\$15,000

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Membership also facilitates information sharing and collaboration with other express lanes operators nationwide, supporting the agency's ongoing operations and future corridor improvements.	
<u>International Right of Way Association (IRWA)</u> <p>The IRWA is a professional member organization dedicated to the right of way profession. It provides professional development, education, and credentialing opportunities for infrastructure real estate professionals worldwide. IRWA supports its members by offering specialized training in various disciplines, including negotiation, acquisition, management, appraisal, relocation assistance, environmental, asset/property management, real estate law, engineering, and surveying.</p>	\$535
<u>Mobility 21</u> <p>Organization of public, business, and community stakeholders pursuing regional solutions to the transportation challenges facing Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura Counties. Mobility 21 provides strong regional advocacy on transportation issues at the state and federal levels. The Board of Directors includes the CEOs of the five transportation commissions, Southern California Association of Governments (SCAG), American Automobile Association (AAA), and the major regional Chambers of Commerce.</p>	\$20,000
<u>The National Institute of Governmental Purchasing (NIGP)</u> <p>NIGP is a non-profit that develops, supports, and promotes the public procurement profession through premier educational and research programs, professional support, technical services, and advocacy initiatives that benefit members and other important stakeholders.</p>	\$495
<u>Public Agency Risk Management Association (PARMA)</u> <p>PARMA is dedicated to the professional development of public agency personnel responsible for risk management and provides a network of risk management service providers. The association offers programs that address relevant industry trends and developments.</p>	\$300
<u>Self Help Counties Coalition (SHCC)</u> <p>Organization of 25 California county transportation agencies with voter-approved transportation sales tax measures. In Southern California, revenues from these sales tax measures exceed the combined total of state and federal transportation funds. The SHCC works closely with the California Transportation Commission, California Department of Transportation (Caltrans), the Legislature and Administration, and other groups to protect the interests of the transportation authorities against diversion of transportation funds, increased Board of Equalization fees, impediments to timely project delivery, and concerns over state maintenance of effort that may arise because of the availability of local funds.</p>	\$9,700

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<u>Southern California Association of Governments (SCAG)</u> SCAG bylaws provide for SBCTA, as one of the five County Transportation Commissions within the region, to appoint a representative to the SCAG Regional Council from its governing board, dependent upon being a dues-paying member. SBCTA's participation with SCAG is essential for the development of the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).	\$25,000
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Financial Impact:

The annual cost for membership in these organizations is \$122,402. Payment of the individual membership dues is within the Executive Director's authority and funding will be incorporated into the Fiscal Year 2026/2027 Budget.

Reviewed By:

This item is not scheduled for review by any other policy or technical advisory committee.

Responsible Staff:

Carrie Schindler, Executive Director

Approved
 General Policy Committee
 Date: March 11, 2026

Witnessed By:

San Bernardino Council of Governments
 San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 10

Date: *March 11, 2026*

Subject:

Amendment No. 1 to Contract No. 20-1002311 Southern California 511 Traveler Information System Services

Recommendation:

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Authorize the Executive Director, or her designee, to finalize and execute Amendment No. 1 to Agreement No. 20-1002311 between the Los Angeles County Service Authority for Freeway Emergencies, Riverside County Transportation Commission, and SBCTA, regarding the provision of Southern California 511 Traveler Information System Services, to extend the term to June 30, 2031 and increase the agreement amount by \$834,235 for a new not-to-exceed amount of \$1,449,411, subject to approval as to form by SBCTA General Counsel, to be funded by the Department of Motor Vehicle Service Authority for Freeway Emergency Vehicle Registration Fees.

Background:

On July 21, 2000, the Federal Communications Commission (FCC) designated 511 as the single travel information telephone number to be made available to states and local jurisdictions nationwide. The FCC ruling left the implementation of the 511 system to state and local agencies, and telecommunications carriers. In May 2009, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) and Riverside County Transportation Commission (RCTC) Board took action to develop and implement an Inland Empire 511 System (IE 511). In November 2009, a beta version of the system was available. On April 7, 2010, SBCTA and RCTC announced the program's launch at the SBCTA Board meeting. IE 511 was the first 511 system to begin operations in the Los Angeles Metropolitan area.

In January 2022, the Los Angeles County Service Authority for Freeway Emergencies (LA SAFE), RCTC and SBCTA entered into Agreement No. 20-1002311 for Southern California 511 Traveler Information System Services (SoCal 511). This agreement consolidated 511 traveler information services into one 511 traveler information services system. This merger created a seamless phone, web, and Android/Apple application for motorists throughout the entire region, rather than having to determine which county motorists are in that corresponds with the appropriate 511 Interactive Voice Response. In Fiscal Year 2024/2025 the SoCal 511 system received more than 305,300 calls and the SoCal 511 website had 2,155,652 web page views.

This amendment extends the term of the agreement for five years and two months, with the term expiring on June 30, 2031. It increases the annual payment for Operations and Maintenance services by three percent annually for the extended term, committing \$834,235 in SAFE Vehicle Registration Fees. This amendment also temporarily transfers ownership of the URL, <https://SoCal511.com>, from RCTC to LA SAFE, with such ownership to be transferred back to RCTC upon termination of the agreement.

Entity: San Bernardino County Transportation Authority

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SBCTA is requesting to authorize the Executive Director, or her designee, to finalize and execute Amendment No. 1 to Agreement No. 20-1002311 between RCTC, LA SAFE, and SBCTA, because RCTC and LA SAFE have not agreed on the Agreement’s final language.

Financial Impact:

The item is included in the adopted Budget for Fiscal Year 2025/2026 and funded with the Department of Motor Vehicle SAFE Funds in Program 20, Commuter and Motorist Assistance.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:

Rana Semaan, Management Analyst II

Approved
General Policy Committee
Date: March 11, 2026

Witnessed By:

Contract Summary Sheet

10.a

General Contract Information

Contract No: 20-1002311 Amendment No.: 1
 Contract Class: Payable Department: Air Quality and Mobility
 Vendor No.: 01216 Vendor Name: LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
 Description: INLAND EMPIRE 511 AND SOCAL 511 MERGER AGREEMENT
 List Any Related Contract Nos.: _____

Dollar Amount

Original Contract	\$	615,176.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment		\$834,235	Current Amendment	\$	-
Total/Revised Contract Value	\$	1,449,411.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	1,449,411.00

Contract Authorization

Board of Directors Date: 04/01/2026 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? Yes No Budget Adjustment _____

State _____ MOU/COOP/JPA _____

Accounts Payable

Estimated Start Date: 05/01/2026 Expiration Date: 06/30/2025 Revised Expiration Date: 06/30/2031

NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

Total Contract Funding: Total Contingency:

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL: 2810	15	0406	0000	52001	42212001		DMV Safe	1,449,411.00	-
GL:								1,449,411.00	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-

Rana Semaan

Steven Smith

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS (12290 : Amendment No. 1 to Contract No. 20-1002311 SoCal 511 Traveler Information System Services)

FIRST AMENDMENT TO AGREEMENT
BETWEEN AND AMONGST
LOS ANGELES COUNTY
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
AND
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
FOR
SOUTHERN CALIFORNIA 511 TRAVELER INFORMATION SYSTEM SERVICES
LA SAFE AGREEMENT NO. 21SAFE001
RCTC AGREEMENT NO. 21-45-022-00
SBCTA AGREEMENT NO. 20-1002311

Attachment: Amendment No. 1 to Contract No. 20-1002311 SoCal 511 (Draft) (12290 : Amendment No. 1 to Contract No. 20-1002311 SoCal 511

This First Amendment to Agreement (the "AMENDMENT") for Southern California 511 Traveler Information System Service ("SoCal 511") is made and entered into by, between, and amongst the Los Angeles County Service Authority for Freeway Emergencies ("LA SAFE"), Riverside County Transportation Commission ("RCTC") and San Bernardino County Transportation Authority ("SBCTA"), and provides for the Operations and Maintenance of the SoCal 511. LA SAFE, RCTC and SBCTA are each individually referred to as a "Party" and collectively as the "Parties." This AMENDMENT shall be effective as of the date it is fully executed by the Parties.

R1 Whereas, the Parties entered into an Agreement for Southern California 511 Traveler Information System Service (LA SAFE Agreement No. 21SAFE001; RCTC Agreement No. 21-45-022-00 and SBCTA Agreement No. 20-1002311), which was fully executed on January 22, 2022 (the "AGREEMENT").

R2 Whereas, the purpose of the AGREEMENT was to consolidate 511 traveler information services under one 511 traveler information services system, SoCal 511;

R3 Whereas, pursuant to the AGREEMENT, the Parties completed the integration of SoCal 511 and the former Inland Empire 511 System, effective May 1, 2022, for the overall betterment of regional mobility and the travelling public.

R4 Whereas, the Parties now desire to amend the AGREEMENT for the purposes specified below.

Now, therefore, the Parties agree as follows:

SECTION 1. AMENDMENT INTENT

This AMENDMENT extends the term of the AGREEMENT to June 30, 2031, increases the annual payment for Operations and Maintenance services by 3% annually for the extended term, and temporarily transfers ownership of the URL, <https://SoCal511.com>, from RCTC to LA SAFE, with such ownership to be transferred back to RCTC upon termination of the AGREEMENT.

SECTION 2. REVISION TO PERIOD OF PERFORMANCE

Section 2 of the AGREEMENT, Period of Performance, shall be amended in its entirety to read as follows:

This AGREEMENT shall become effective as of January 22, 2022 (the "Effective Date") and shall remain in effect until June 30, 2031, or until otherwise amended or terminated per the terms and conditions contained in this AGREEMENT.

SECTION 3. REVISION TO LA SAFE RESPONSIBILITIES

Section 5 of the AGREEMENT shall be amended to include a new Section 5.12 to read as follows:

- 5.12 Within ninety (90) days of expiration or termination of the AGREEMENT, LA SAFE shall transfer ownership of the of the URL, <https://SoCal511.com>, and the Domain Name, "SoCal 511", from LA SAFE back to RCTC. Any cost of the transfer shall be bore entirely by LA SAFE. This section and any indemnification provisions in the AGREEMENT shall survive any termination or expiration of the AGREEMENT.

SECTION 4. REVISION TO RCTC and SBCTA RESPONSIBILITIES

Section 6 of the AGREEMENT shall be amended as follows:

Section 6.7.2 of the AGREEMENT shall be amended, in its entirety, to read as follows:

- 6.7.2. Temporary conveyance of ownership and use rights, which shall be effective as of July 1, 2026, of the "SoCal 511" Domain Name to LA SAFE. Ownership of the "SoCal 511" Domain Name shall be transferred back to RCTC upon expiration or termination of the AGREEMENT at LA SAFE's sole cost;

A new Section 6.7.10 shall be added to the AGREEMENT to read as follows:

- 6.7.10 RCTC shall temporarily transfer ownership of the URL, <https://SoCal511.com>, from the IE to LA SAFE. Any cost of the transfer shall be bore entirely by LA SAFE in either payment directly or by a onetime adjustment to RCTC and SBCTA's annual payment obligation. The URL shall be transferred back to RCTC upon expiration or termination of the AGREEMENT.

SECTION 5. REVISION TO COST & FUNDING

Section 11 of the AGREEMENT is amended to add a new Section 11.3.1, On-Going Annual Service for Extended Period to read as follows:

11.3.1 On-Going Annual Service for Extended Period

The extended period of annual service for the AGREEMENT commences on May 1, 2026 and continues through the extended annual service year commencing on July 1, 2030, and ending June 30, 2031, as further detailed below. Payments for the on-going annual service during the extended period shall be as shown in the table below.

Year *	1	2	3	4	5	Total
RCTC	\$200,431	\$176,952	\$182,260	\$187,728	\$193,360	\$940,731
SBCTA	\$177,741	\$156,920	\$161,627	\$166,476	\$171,471	\$834,235
Total	\$378,172	\$333,872	\$343,887	\$354,204	\$364,831	\$1,774,966

* Extended Annual Service Year:

- 1: 5/1/26 to 6/30/27
- 2: 7/1/27 to 6/30/28
- 3: 7/1/28 to 6/30/29
- 4: 7/1/29 to 6/30/30
- 5: 7/1/30 to 6/30/31

Section 11.7. Additional Agencies of the AGREEMENT is amended in its entirety to read as follows:

11.7 VCTC currently utilize the SoCal 511 system and the Parties acknowledge and agree that this AGREEMENT may be amended to incorporate VCTC to establish their respective roles and responsibilities if so needed.

SECTION 6 CONTINUING EFFECT

Except as amended by this AMENDMENT, all provisions of the AGREEMENT shall remain in full force and effect and shall govern the actions of the parties under this AMENDMENT.

SECTION 7 COUNTERPARTS; ELECTRONIC SIGNATURES

This AMENDMENT may be executed and delivered in any number of duplicate-original counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same AMENDMENT. Facsimile or electronic signatures shall be considered originals.

**SIGNATURE PAGE TO
FIRST AMENDMENT TO
AGREEMENT FOR
SOUTHERN CALIFORNIA 511 TRAVELER INFORMATION SYSTEM SERVICES**

IN WITNESS WHEREOF, the Parties have caused this AMENDMENT to be executed by their duly authorized representatives as of the dates indicated below:

LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

By: _____ Date: _____
Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

By: _____ Date: _____
Rodrigo A. Castro-Silva
County Counsel

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____ Date: _____
Carolyn Schindler
Executive Director

APPROVED AS TO FORM:

By: _____ Date: _____
Iain MacMillan
Assistant General Counsel

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____ Date: _____
Aaron Hake
Executive Director

APPROVED AS TO FORM:

By: _____ Date: _____
Steven DeBaun General Counsel

Minute Action

AGENDA ITEM: 11

Date: *March 11, 2026*

Subject:

Long-term Budget Update for the Freeway Service Patrol Program

Recommendation:

Receive an update on the proposed Freeway Service Patrol Program long-term budget.

Background:

The San Bernardino County Transportation Authority (SBCTA) began its Freeway Service Patrol (FSP) Program in Fiscal Year (FY) 2005/2006. FSP consists of a fleet of tow trucks that travel on selected San Bernardino County freeways during peak periods of congestion to assist motorists with disabled vehicles. The designated segment of highway that the tow trucks patrol is referred to as a “Beat.” Over the years, the FSP Program has demonstrated many benefits to the motoring public by reducing the amount of time a motorist is in an unsafe condition, reducing traffic congestion, as well as decreasing fuel consumption, vehicle emissions, and secondary incidents. SBCTA began FSP operations in January 2006, and now has eight separate Beats in operation covering more than 98 centerline miles. The services are provided Monday through Friday in two separate shifts to accommodate peak traffic hours. Monday through Friday, the morning shift is from 6:00 a.m. to 8:30 a.m. and the Monday through Thursday afternoon shift is 1:00 p.m. to 6:00 p.m. On Fridays, the afternoon shift starts at 11:00 a.m. and continues until 6:00 p.m. The weekday service areas are as follows and correlate to the map in Attachment 1:

- Beat 5: State Route (SR) 60 Reservoir Street (Los Angeles County Line) to Milliken Avenue
- Beat 9: Interstate 10 (I-10) Indian Hill (Los Angeles County Line) to Sierra Avenue
- Beat 11: I-10 Sierra Avenue to Waterman Avenue
- Beat 14: Interstate 215 Center Street (Riverside County Line) to Devore Road
- Beat 23: Interstate 15 (I-15) Jurupa Street (Riverside County Line) to Sierra Avenue
- Beat 27: I-15 Sierra Avenue to Oak Hill Road
- Beat 29: I-10 Waterman Avenue to Yucaipa Boulevard
- Beat 31: SR 210 from the Los Angeles County Line to Citrus Avenue

Since the program’s inception in 2006, the FSP Program has assisted more than 1,000,000 motorists on San Bernardino County highways. The assists include services such as a flat tire change, a battery jump-start, providing a gallon of fuel, and performing driver safety checks, which is when a FSP Driver will check on a vehicle that is parked alongside the freeway to see if the motorist, if available, is in need of assistance and provides information on the FSP Program. FSP Tow Drivers can also help a motorist when they have accidentally locked their keys in the car while stopped along the freeway.

Financial Challenges – Due to several factors over the past few years, hourly rates for tow truck services have increased substantially. This increase has had a huge impact on operating budgets as the five-year contracts for FSP Beats come up for renewal/rebid. The current average hourly rate for tow truck services in FY 2025/2026 is approximately \$116 per hour; the hourly rate paid six years ago was approximately \$69 per hour. The factors that have drastically increased rates for these services include the cost of insurance, the increase in workman’s compensation

Entity: San Bernardino County Transportation Authority

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expenses, the cost to acquire tow trucks, and the increase in hourly wages to obtain and maintain quality drivers. It is anticipated that the average rate will continue to increase, and the hourly rates for the most recent bids for tow truck services have been \$125 and \$145 per hour (the average rate for the three most recent contracts awarded was \$138 per hour).

In the most recent long-range budget plan presented to the Board of Directors (November 6, 2024), staff recommended actions to address the \$2 million deficit anticipated through FY 2029/2030. The following recommendations have already been implemented to address the deficit.

- Eliminate Weekend Services
- Combine Beats 11 and 29 - reducing coverage from four trucks to two trucks (April 1, 2026)
- Reduce Service Hours to the original number of hours (this will also allow for the SBCTA FSP Program to match the hours of the FSP Program in Riverside County)

In addition to the changes already implemented, the following will take place as existing contracts with tow operators expire.

- Reduce Beat 31 from two primary tow trucks to one primary tow truck (January 1, 2028)
- Reduce Beat 5 from two primary tow trucks to one primary tow truck (January 1, 2030)

Staff has prepared an updated long-range financial budget plan through FY 2031/2032.

FSP FUNDING AND EXPENSES OVER NEXT SIX FISCAL YEARS

Fiscal Year	Funding Available**	Anticipated Expenses	Surplus/(Deficit)
FY 26/27	\$ 3,553,218	\$ 3,121,324	\$ 431,894
FY 27/28	\$ 3,673,218	\$ 3,344,294	\$ 328,924
FY 28/29	\$ 3,553,218	\$ 3,545,389	\$ 7,829
FY 29/30	\$ 3,673,218	\$ 3,758,282	\$ (85,064)
FY 30/31	\$ 3,553,218	\$ 3,697,503	\$ (144,285)
FY 31/32	\$ 3,673,218	\$ 3,715,878	\$ (44,660)

** Please note these figures are estimates. Funding from the California Department of Transportation has fluctuated from year to year, and it does not automatically increase to account for inflation.

The long-range funding analysis projects a substantial surplus in FYs 2026/2027 and 2027/2028. This surplus results from the implementation of matching service hours to those of the Riverside County Transportation Commission, a measure originally recommended for FY 2028/2029. The associated annual savings were estimated at approximately \$300,000.

Service hours were reduced in November 2024 due to the California Highway Patrol (CHP) being unable to execute a contract with SBCTA. As the CHP provides essential supervision for the FSP program, operations cannot continue for any hours exceeding the partner agency's matching allocation.

Although a surplus is expected in the near term, projections indicate a funding deficit emerging in approximately five years. Staff is confident this future shortfall can be effectively addressed due to the decommissioning of the call box program. In June 2025, the call box motorist aid program was decommissioned, resulting in annual savings of approximately \$400,000.

San Bernardino County Transportation Authority

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These savings can be directed into a reserve account to help offset future deficits for FSP. Current State legislation allows these funds to be reallocated to support the FSP program, providing a reliable long-term funding solution. The funds may also be used for one-time projects within the FSP program. For example, over the next 18-24 months, the FSP program will need to transition to a new radio communications system (estimated cost: \$75,000-\$100,000) and a new data collection system (estimated cost: \$50,000). These are one-time expenses that occur every 10-15 years.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Rana Semaan, Management Analyst II

Approved
General Policy Committee
Date: March 11, 2026

Witnessed By:

Attachment 1: Freeway Service Patrol Map



FSPbeat_220830_TV

Attachment: FSP Map (12283 : Long-term Budget Update for the Freeway Service Patrol Program)

Minute Action

AGENDA ITEM: 12

Date: *March 11, 2026*

Subject:

Contract No. 26-1003358 with Fehr & Peers for the San Bernardino County Senate Bill 960: 360° Implementation Plan

Recommendation:

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

Approve Contract No. 26-1003358 with Fehr and Peers for the development of the San Bernardino County Senate Bill (SB) 960: 360° Implementation Plan, for an amount not-to-exceed \$694,802.81 and term ending June 30, 2028, to be funded with SB 1 Sustainable Communities Grant funds.

Background:

Senate Bill (SB) 960 was signed into law in September 2024. SB 960 expands upon existing requirements for the California Department of Transportation (Caltrans) to improve and maintain the State's highway system and establishes programs to fund. It also establishes various programs to fund the development, construction, and repair of local roads, bridges, and other critical transportation infrastructure in California, including the State Highway Operation and Protection Program (SHOPP). Caltrans has long been required to prepare an asset management plan to guide SHOPP project selection, focusing on targets and performance measures aligned with State goals and objectives.

With the adoption of SB 960, Caltrans is now required to incorporate complete streets assets into the SHOPP. In recognition of the growing demand for active transportation and transit options, the San Bernardino County Transportation Authority (SBCTA) proposed partnering with Caltrans to support implementation of SB 960 and provide San Bernardino County residents with a greater role in prioritizing SHOPP investments. Accordingly, in January 2025, with approval from the Executive Director, SBCTA applied for funding through Caltrans' Sustainable Transportation Planning/Sustainable Communities Grant Program.

The grant application proposed a grassroots 360° approach to identifying targets and performance measures for complete streets assets along the state highway system within San Bernardino County, as required by SB 960. The San Bernardino County SB 960: 360° Implementation Plan (360° for 960) will engage an experienced consultant to deliver the following through a publicly accessible StoryMap with easy-to-read dashboards:

1. Identification and assessment of bike, pedestrian, and transit facilities on and alongside the state highway system.
2. Review of key studies, plans, and best practices.
3. Definition of performance measures and strategies to support active transportation and transit.
4. Establishment of clear, quantifiable targets, including accomplishments, goals, objectives, costs, and performance measures.

This project is being funded through a \$700,000 grant awarded to SBCTA by Caltrans under the SB 1 Sustainable Communities Planning Grant.

Entity: San Bernardino County Transportation Authority

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SBCTA released Request for Proposals (RFP) No. 26-1003358 on December 4, 2025, seeking a knowledgeable and experienced firm to develop a 360° for 960 Implementation Plan. The solicitation was issued in accordance with current SBCTA policies and procedures for professional services. The solicitation was downloaded by 12 firms. The “Q&A” period was open through December 23, 2025, and Addendum No. 1 was issued on December 23, 2025, and included responses to questions received.

SBCTA received two proposals by the submission deadline. A responsive review was conducted by the Procurement Professional, confirming that both firms met the requirements of the solicitation. On January 15, 2026, the proposals were distributed to the Evaluation Committee, along with evaluation materials, including score sheets, reference check forms, the Declaration of Impartiality and Confidentiality form, and the standards of conduct. The Evaluation Committee was comprised of four SBCTA staff members and one Caltrans staff member.

Each evaluator independently reviewed and scored the proposals based on the evaluation criteria outlined in the RFP, including firm qualifications, staffing and organization, work plan, and price. Following individual evaluations, the Evaluation Committee convened on January 29, 2026, to discuss proposal strengths and weaknesses and finalize technical scores.

Based on the technical scores, the Evaluation Committee invited both firms for interviews: Fehr & Peers and HDR Engineering, Inc. The interviews were conducted with the firms on February 5, 2026, and consisted of a presentation and question-and-answer session. The interview and technical proposal were weighed equally at 50% each for a total combined score of 100%.

Upon completion of the evaluation process, the Committee determined the final ranking of the firms as follows:

Firm Name	Ranking
Fehr & Peers	1
HDR Engineering, Inc.	2

Fehr & Peers ranked first in both technical and overall scores. The firm demonstrated a thorough understanding of the scope of work, proposed a well-qualified team, a work plan, and a reasonable price. The Evaluation Committee unanimously recommends that the contract be awarded to Fehr & Peers in a not-to-exceed amount of \$694,802.81.

Financial Impact:

The Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Senate Bill 1 Sustainable Communities Planning Grant funds in Program 20, Planning and Regional Programs.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract.

Responsible Staff:

Richard Berger, Planning Manager

General Policy Committee Agenda Item
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Approved
General Policy Committee
Date: March 11, 2026
Witnessed By:

San Bernardino County Transportation Authority

Contract Summary Sheet

General Contract Information

Contract No: 26-1003358 Amendment No.: _____
 Contract Class: Payable Department: Planning
 Vendor No.: 03005 Vendor Name: Fehr & Peers
 Description: San Bernardino County SB 960: 360° Implementation Plan (360° for 960)

Dollar Amount					
Original Contract	\$	694,802.81	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	694,802.81	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	694,802.81

Contract Authorization

Board of Directors Date: 04/01/2026 Committee _____ Item # 12331

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? N/A No Budget Adjustment _____
 State _____ Professional Services (Non-A&E) _____

Accounts Payable

Estimated Start Date: 04/13/2026 Expiration Date: 06/30/2028 Revised Expiration Date: _____

NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

Total Contract Funding: _____ Total Contingency: _____

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL	2703	20	0404	0422	52005		42217728	694,802.81	-
GL							Commu_Grant_26-100335	694,802.81	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Rich Berger Josh Lee
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes:

Attachment: CSS_26-1003358_Fehr and Peers (12331 : Contract No. 26-1003358 with Fehr & Peers for Senate Bill 960: 360° Implementation

CONTRACT NO. 26-1003358**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****FEHR & PEERS****FOR****SAN BERNARDINO COUNTY SB 960: 360° IMPLEMENTATION PLAN (360° FOR 960)
SERVICES**

This contract (“Contract”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Fehr and Peers (“CONSULTANT”), whose address is 4200 Concours Street, Suite 330, Ontario, CA 91764. SBCTA and CONSULTANT are each a “Party” and are collectively the “Parties.”

RECITALS:

WHEREAS, SBCTA requires certain work services as described in Exhibit “A” of this Contract; and

WHEREAS, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

WHEREAS, CONSULTANT desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A “Scope of Work” (“Work”) in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. The word “Work” includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA’s satisfaction being based on prevailing applicable professional standards.

- 1.2 The Project Manager for this Contract is Rich Berger, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Department Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including, without limitation, notices of default and/or termination), technical directions and approvals, and demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst and shall continue in full force and effect through June 30, 2028 until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein, and in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or applied to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is **Six Hundred Ninety-Four Thousand, Eight Hundred Two Dollars and Eighty-One Cents (\$694,802.81)**. All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work," and shall be reimbursed pursuant to Exhibit B "Price Proposal for Time and Materials" The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the California Department of Human Resources rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 3.3 Intentionally Omitted
- 3.4 Intentionally Omitted
- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with the instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA's contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:
ap@gosbcta.com
- For large files over 30 megabytes, invoices can be submitted using this link:
<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission>
- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 4.4 Intentionally Omitted
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract.

4.7 Intentionally Omitted.

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein, shall be inclusive of all: a) local, municipal, State, and Federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) necessary for CONSULTANT to perform Work identified herein.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA access to CONSULTANT's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report

8.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

- 9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable Federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 9.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 10. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A "Scope of Work". At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 11. TECHNICAL DIRECTION

- 11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
- 11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.
 - 11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.
 - 11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
 - 11.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are

limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.

- 11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 11.2.1 Increases or decreases the Scope of Work;
 - 11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 - 11.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
 - 11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
 - 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
 - 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
 - 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:
- 11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
 - 11.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

- 12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102.

ARTICLE 15. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of Key Personnel to other personnel, CONSULTANT shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rates) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of Key Personnel shall not be made without prior written consent of SBCTA's Project Manager. CONSULTANT shall not substitute any Key Personnel without the prior written consent of SBCTA.

In the event that the Parties cannot agree as to the substitution of Key Personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
Jason Pack	Principal in Charge
Trevor Lien	Project Manager
Sean Reseigh	Technical Advisor

ARTICLE 16. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SBCTA that the same shall conform to professional standards that are generally accepted in the profession in the State of California.

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information (“Products”), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of an unauthorized disclosure by CONSULTANT or its employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents. Any communications with or work product of SBCTA’s legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.

- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA. CONSULTANT shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.
- 17.5 All press releases or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days' written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants as well as any materials furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is

remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 19. STOP WORK ORDER

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with section "Termination" above.

ARTICLE 20. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

ARTICLE 21. INSURANCE

21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$1,000,000 per claim
- An annual aggregate limit of not less than \$3,000,000
- Coverage shall be appropriate for the CONSULTANT's profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT's professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:

- Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
- CONSULTANT shall secure and maintain “tail” coverage for a minimum of three (3) years after Contract completion.

21.1.2 Worker’s Compensation/Employer’s Liability. The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer’s Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers’ compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

21.1.3. Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$2,000,000 each occurrence.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA determines it is in SBCTA’s best interests to require such coverage
- If a general aggregate applies, it shall apply separately to this project/location. The contract number and brief explanation of the project/work must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.

- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit: \$1,000,000
- Products-completed operations aggregate limit: \$2,000,000

All subconsultants' and sub-subconsultants' deductibles or self-insured retentions must be acceptable to SBCTA.

21.1.4 Umbrella/Excess CGL. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
 - The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
 - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
 - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
 - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability. Intentionally Omitted.

21.1.7 Technology Professional Liability Errors and Omissions Insurance. Shall be appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability. Intentionally Omitted.

21.2. General Provisions

21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the State of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the State of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA.

21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name SBCTA, California Department of Transportation (Caltrans), and their officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.

21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies.

Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA. Without SBCTA's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$25,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.
- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant

performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.

- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days' prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Non-Limitation of Insurance Requirements. The insurance coverages and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
- 21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of

contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, secure any coverage SBCTA deems necessary to fill the gap caused by the lapse in CONSULTANT's coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligations to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

- 21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.11 Project Specific Insurance. Intentionally Omitted
- 21.2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 21.2.13 Review of Coverage. Intentionally Omitted
- 21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.16 Special Risks or Circumstances. Intentionally Omitted

ARTICLE 22. INDEMNITY

22.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, Caltrans, and their authorized officers, employees, and agents (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional to the maximum extent permitted by Civil Code Section 2782.8.

22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, Caltrans, and their authorized officers, employees, and agents ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by any Indemnitee(s) on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence of degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to Indemnitees' "active" as well as "passive" negligence, but does not apply to the "sole negligence" or "willful misconduct," within the meaning of Civil Code section 2782, of any Indemnitee.

ARTICLE 23. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA's costs resulting from errors or deficiencies in Work furnished under this Contract, including, but not limited to, any fines, penalties, damages, and costs required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 25. SUBCONTRACTS

25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.

25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.

25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

SBCTA or any of its designees, representatives, or agents shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 27. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SBCTA shall rely on CONSULTANT for results only and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods by which Work is performed. All personnel furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

ARTICLE 28. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 29. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 31. PRECEDENCE

- 31.1 The Contract consists of the following: Contract Articles, Exhibit A “Scope of Work,” Exhibit B “Price Proposal,” SBCTA’s Request for Proposal and CONSULTANT’s proposal, all of which are incorporated into this Contract by this reference.
- 31.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA’s Request for Proposal; and last, CONSULTANT’s proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 32. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To CONSULTANT	To SBCTA
3880 Lemon Street Suite 420	1170 W. 3rd Street, 2nd Floor
Riverside, Ca. 92501	San Bernardino, CA 92410-1715
Attn: Jason Pack	Attn: Rich Berger
Email: jpack@fehrandpeers.com	Email: rberger@gosbcta.com
Phone: 310-806-3825	Phone: (909) 884-8276
2nd Contact: Sarah Brandenburg	Copy: Procurement Manager
Email: sbrandenberg@fehrandpeers.com	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA’s Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA’s Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.

33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

ARTICLE 34. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 35. REVIEW AND ACCEPTANCE

All Work performed by CONSULTANT shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to make such review or to discover defective work shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by SBCTA upon completion of all Work.

ARTICLE 36. CONFIDENTIALITY

See Article 17.

ARTICLE 37. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Scope of Work and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

ARTICLE 38. SAFETY

CONSULTANT shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with all safety instructions issued by SBCTA or their representatives.

ARTICLE 39. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq, the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.; U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

ARTICLE 40. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 42. PREVAILING WAGES

The State of California's General Prevailing Wage Rates are not applicable to this Contract.

ARTICLE 43. CONTINGENT FEE

CONSULTANT warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 44. FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

ARTICLE 45. STANDARD OF CARE

CONSULTANT represents that all Work performed shall be in accordance with the Contract and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall take the necessary actions to correct the breach at CONSULTANT's sole expense. If CONSULTANT does not take the necessary action to correct the breach, SBCTA, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and the CONSULTANT shall promptly reimburse SBCTA for all expenses and costs incurred.

ARTICLE 46. ENTIRE DOCUMENT

46.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.

46.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.

46.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

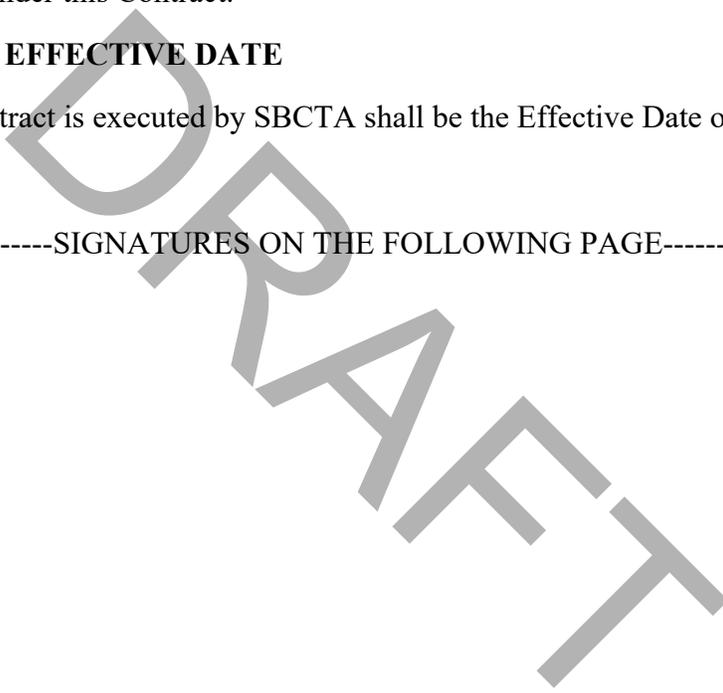
ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans with Disabilities Act in performing Work under this Contract.

ARTICLE 48. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

-----SIGNATURES ON THE FOLLOWING PAGE-----



Attachment: 26-1003358 - 360 for 960 Implementation Plan (12331 : Contract No. 26-1003358 with Fehr & Peers for Senate Bill 960: 360°

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

CONSULTANT

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Sarah Brandenberg
Vice President

By: _____
Rick Denison
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Lysa Wollard
Chief Financial Officer

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

Date: _____

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

Date: _____

Attachment: 26-1003358 - 360 for 960 Implementation Plan (12331 : Contract No. 26-1003358 with Fehr & Peers for Senate Bill 960: 360°

**EXHIBIT “A”
“SCOPE OF WORK”**

SCOPE OF WORK

**San Bernardino County SB 960: 360° Implementation Plan Grant Award
(Short title: 360° for 960)**

Project Information	
Grant Category	Sustainable Communities
Grant Fiscal Year	FY 2025-2026
Project Title	San Bernardino County SB 960: 360° Implementation Plan (Short title: 360° for 960)
Organization	San Bernardino County Transportation Authority

Background

As the title indicates, this project will take a 360 degree look at Senate Bill (SB) 960, which applies to state highways, in San Bernardino County. It will take a grassroots, 360° (from all angles) approach to identifying targets and performance measures for complete street assets in San Bernardino County along the California Department of Transportation (Caltrans) state highway system as required by SB 960 regulation.

Together with the public, community-based organizations, member jurisdictions, transit operators, and Caltrans, the project will (1) identify and assess bike, pedestrian, and transit facilities on and along the state highway system, (2) review key studies, plans, and best practices, (3) define performance measures and solutions supporting active transportation and transit, and (4) set clear targets with quantifiable accomplishments, goals, objectives, costs, and performance measures. These features will be delivered via an online StoryMap hosted on the San Bernardino County Transportation Authority’s (SBCTA) website with relevant downloadable geographic information system data and application programming interface (API) links.

This project is needed not only because SB 960 mandates it but because transportation agencies need to better protect and serve vulnerable road users of all abilities and means, particularly in San Bernardino County where 13.2% live in poverty, which is higher than both the state (12.3%) and national (12.8%) averages (source: U.S. Census Bureau, American Community Survey, 1-Year Estimates). In addition to meeting SB 960 requirements, 360° for 960 also addresses the guiding principles of the Climate Action Plan for Transportation Infrastructure, 2024 Regional Transportation Plan/Sustainable Communities Strategy, and SBCTA’s Long Range Multimodal Transportation Plan by making transit and active transportation more viable and attractive transportation options.

The County of San Bernardino is the largest county in the continental United States spanning over 20,000 square miles and home to a population of 2.2 million. The county boasts roughly 980,000 jobs and a diverse mix of geography that includes urban development, farmland, the San Bernardino Mountains, and expansive desert regions. With almost 1,200 miles of state highways, San Bernardino County has more state highway mileage than for Los Angeles and Orange Counties combined.

The Caltrans network is the backbone of San Bernardino County’s highway system and is the primary “main street” for many of the outlying communities. For example, in the Victor Valley, Interstate 15 (I-15), U.S. 395, State Route (SR) 18, and SR 138 all play critical roles in local mobility as well as regional, and SR 62 can be considered the “main street” of the Morongo Basin. The primary arteries in the mountains are almost all state highways.

SB 960 and the Caltrans District 8 Active Transportation Plan

The SB 960 legislation can be reviewed at: [Bill Text - SB-960 Transportation: planning: complete streets](#)

Attachment: 26-1003358 SOW (12331 : Contract No. 26-1003358 with Fehr & Peers for Senate Bill 960: 360° Implementation Plan)

facilities: transit priority facilities. The following statement from the bill text indicates the reason the bill was thought to be needed:

“Despite policy commitments by the department since 2008 to implement safe and multimodal street designs, progress toward implementation has been slow. The 2024 draft state highway operation and protection program (SHOPP) reveals that significant progress must still be made toward achieving the policy set forth in DP-37 and delivering facilities that are comfortable, convenient, and connected for users of all ages and abilities. According to the 2024 draft SHOPP, only 21 percent of SHOPP projects include meaningful complete streets facilities, such as bikeways, sidewalks, and crosswalks, and the investment levels fall short of being on track to reach the department’s 10-year investment projections. At the same time, deaths and serious injuries from vehicles in California reached an over 30-year high in 2022, which is the most recent year with finalized data.”

Among other things, the bill would require the department to commit to specific 4-year targets to incorporate complete streets facilities, including pedestrian and bicycle facilities, into projects funded by the SHOPP (State Highway Operations and Protection Program).

Significant groundwork has already been laid for this project through the Caltrans District 8 Active Transportation Plan (ATP). An ArcGIS StoryMap provides an interactive way to view existing conditions and needs for people walking and biking in District 8, which includes the counties of San Bernardino and Riverside. The primary outputs of the ATP are lists and maps of location-based needs, prioritized highway segments, and prioritized highway crossings, which are also mapped on this site. The site can be accessed through this link: [Caltrans District 8 Active Transportation Plan](#).

Caltrans evaluated data about the SHS from its own inventories, from local and regional plans, and from extensive public input to determine where gaps and barriers in walking and bicycling infrastructure are present. Locations were identified as having needs if they met one or more of the following criteria:

- Main Street sidewalk gaps
- Sidewalks in fair or poor condition
- Sidewalks along higher-speed highways
- Stressful pedestrian or bicycle crossings (accounting for the absence of median islands and marked crossings, posted speed limits, and other factors)
- Stressful bicycle segments (due to factors such as high speeds, high traffic volumes, and narrow or absent bikeways)
- Infrequent opportunities to cross under or over freeways
- Freeway interchanges requiring upgrades of various kinds to be more comfortable for people walking or bicycling

On the following page the map shown in Figure 1 displays where location-based needs exist in District 8 for people walking or bicycling along the highway (shown as lines) or across the highway (shown as dots). Many of the dots shown on freeways are related to crossings at freeway interchanges.

Figure 1. Location-Based Needs from the District 8 ATP StoryMap



Most transit riders do not have cars and are solely dependent upon transit and/or our active transportation system. In addition, access to transit stops on many of the arterial state highways lacking or inconsistent and the bicycle/pedestrian connections are often spotty or non-existent. For example, on SR 62 in Yucca Valley, there are no provisions bicycles on or parallel to the roadway and sidewalks are spotty or discontinuous. In the photograph below (Figure 2), looking westbound east approaching the SR 247 junction, there is a relatively new transit shelter but sidewalk connectivity eastbound is limited and the westbound connectivity is non-existent. This results in longer walking distances and conditions that could be hazardous. For some highways, bicycle accommodations on the state highway may be appropriate; in other cases, it may be more appropriate for accommodations on a parallel local street. These are some of the types of design dilemmas that need to be addressed to carry out the objectives of SB 960.

Figure 2. SR 62 Looking Westbound, East of SR 247



On the following page Table 1 outlines how the 360° for 960 Implementation Plan will help Caltrans meet SB 960 obligations while going above and beyond to ensure obligations are met in a meaningful way that will maximize the long-term benefits of the effort.

Attachment: 26-1003358 SOW (12331 : Contract No. 26-1003358 with Fehr & Peers for Senate Bill 960: 360° Implementation Plan)

Table 1. How the 360° for 960 Implementation Plan will help Caltrans meet SB 960 Obligations.

New SB 960 Requirements	How 360° for 960 will Support New Requirements
<ul style="list-style-type: none"> • Adopt complete streets targets and performance measures that include the existence and conditions of bicycle, pedestrian and transit priority facilities on the state highway system. • Commit to 4-year targets to incorporate complete streets facilities into projects funded by SHOPP. 	<p>Take a bottom-up approach to develop the following on and along the state highway system in San Bernardino County:</p> <ul style="list-style-type: none"> • Complete streets targets and performance measures that include the existence and conditions of bicycle, pedestrian and transit priority facilities. • Suggested 4-year targets that incorporate complete streets facilities. <p>Bonus: SBCTA will coordinate with Caltrans on these target projects and actively work with member jurisdictions to seek opportunities for project implementation. Additionally, accountability will be encouraged by making the targets and performance measures for bicycle, pedestrian and transit facilities publicly available via a StoryMap with easy-to-read tracking dashboards.</p>
<ul style="list-style-type: none"> • Must adopt a transit policy to guide implementation of transit priority facilities and stops on the state highway system by July 1, 2027. • Guidance must define transit performance measures and identify the department’s responsibilities in supporting transit vehicles on the state highway system. 	<p>Work closely with local communities to:</p> <ul style="list-style-type: none"> • Provide public review and comment on draft transit policy guidelines developed by Caltrans. • Develop meaningful transit performance measures that both best suit local needs and inspire increased transit ridership and active transportation. <p>Bonus: The 360° for 960 Implementation Plan will assess proactive solutions such as: 1) transit signal priority, queue jumps, and selective opportunities for bus-on-shoulder during peak hours and 2) bicycle and pedestrian facilities that are “along”, not on, Caltrans right-of-way to more safely provide the same active transportation network connections.</p>
<ul style="list-style-type: none"> • SHSMP must include specific quantifiable accomplishments, goals, objectives, costs, and performance measures for complete streets and transit priority facilities. 	<p>Develop specific quantifiable accomplishments, goals, objectives, costs, and performance measures for complete streets and transit priority facilities.</p> <p>Bonus: The results will be published in a dynamic online StoryMap with easy-to-read dashboards.</p>
<ul style="list-style-type: none"> • Develop and adopt a project intake, evaluation, and encroachment permit review process for complete streets that are sponsored by a local jurisdiction or transit agency. • Produce a report regarding project applications. • Designate an encroachment permit manager to each district. 	<p>Once the process has been adopted, as with all local projects in Caltrans right-of-way, SBCTA will assist member jurisdictions throughout the process by advising on logistical specifications, design eligibility, regional consistency, and fund administration requirements. This will continue beyond the 360° for 960 Implementation Plan project timeline.</p>

Attachment: 26-1003358 SOW (12331 : Contract No. 26-1003358 with Fehr & Peers for Senate Bill 960: 360° Implementation Plan)

The Caltrans District 8 ATP has already identified most, if not all, locations where bicycle and pedestrian deficiencies exist on state highways (**Figure 1**). Deficiencies have also been identified with the help of the public on SR 18 as documented in the recently completed “Town of Apple Valley Corridor Connections: Highway 18 Access Plan” which recommends a corridor-wide multi-use path, crosswalk additions and enhancements, signal modifications, drainage improvements, and shade.

Additionally, Victor Valley Transit Authority staff has identified an opportunity along I-15 where congestion during peak hours makes it difficult to provide reliable transit service. This area has also been identified as an equity priority community in District 8’s ATP (**Attached Exhibits 7 and 10-12**). While the future Brightline project will help alleviate congestion caused by “Vegas Traffic,” particularly southbound return trips on Sundays, there is still sufficient local congestion to warrant examination of bus-on-shoulder opportunities. Ultimately, the goal should be to make transit not only a viable option but a preferable one. Providing buses with traffic-free lanes on state highways is one way to accomplish this goal.

The 360° for 960 Implementation Plan will make recommendations for how to address active transportation and transit deficiencies on the state highway system in San Bernardino County and identify candidate projects for incorporation into the SHOPP or that could be funded through a collaboration with SBCTA and its member agencies.

Task 01: Project Administration

Given that the focus of SB 960 is on state highways, SBCTA and Caltrans District 8 Planning will be collaborating closely throughout the project. Upon project award, SBCTA, will coordinate a project kick-off meeting with Caltrans to discuss grant procedures and project expectations including invoicing, quarterly reporting and all other relevant project information including scope, consultant type, and stakeholders. SBCTA will highlight and determine scope refinements.

As the project progresses, SBCTA will prepare and submit invoice packages, quarterly reports, and a final close-out report in accordance with Caltrans' requirements. Invoice packages and reports will be based upon completion of project phases as identified in the grant contract and include project expenditures to-date.

***Task Deliverables**

- Project kick-off meeting at the start of the program with Caltrans and SBCTA, and
- Invoicing and quarterly reporting to Caltrans

Task 02. Consultant Procurement

SBCTA will procure an experienced consultant, consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering Consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and SBCTA.

SBCTA will develop a preliminary scope of work and initial Request for Proposal (RFP) for Caltrans' Review. SBCTA will then refine and release the RFP, subject to SBCTA Board and Caltrans approval.

SBCTA and Caltrans will review and determine the most qualified consultant, with SBCTA awarding a contract to the selected consultant.

A project kick-off meeting will be scheduled with consultant and stakeholders to discuss the proposed work plan and establish tasks and timelines in accordance with Caltrans grant requirements. The consultant will finalize an action plan outline for SBCTA staff approval.

Task Deliverables

- Meeting agenda, participant list, meeting notes, list of action items,
- Draft Scope of Work and Request for Proposal,
- Final RFP,
- Review and ranking of qualifications by SBCTA staff/Caltrans,
- Executed consultant contract, and
- Meeting agenda, participant list, meeting notes, list of action items and action plan.

Task 1. Technical Advisory Committee (TAC) and Stakeholder Outreach

Legislators and the public have been repeatedly calling for more complete street options via several avenues including through (1) the passing of SB 960, (2) calls for more active transportation options and improved transit service during development of the SBCTA Long Range Multimodal Plan (<https://www.gosbcta.com/wp-content/uploads/2024/12/Draft-LRMTP-Appendix-A-Community-and-Stakeholder-Engagement.pdf>), (3) public comments on District 8's ATP, and (4) during local planning efforts such as the "Town of Apple Valley Corridor Connections: Highway 18 Access Plan" public outreach process. The 360° for 960 Implementation Plan will help tie it all together and lay the foundation for complete streets and/or strategic complete street features on the state highway system in areas where it is appropriate to do so.

Approximately 43% (or 936,000) of the County's population resides within the disadvantaged communities designated by CalEPA for the purpose of SB 535. These areas represent the 25% highest scoring census tracts in CalEnviroScreen 4.0. (**Figure 3**). In fact, the City of San Bernardino (pop: 222,101), the largest of the 24 cities within the County, is the number one ranked impacted area in the State. Overall, the County ranks poorly in air quality, with an "F" grade from the American Lung Association's 2025 Annual State of the Air Report and being located in an extreme non-attainment area for ozone in the South Coast Air Basin. The County also suffers from poor public health outcomes and high fatality rates, especially for bicyclists and pedestrians. Health indicators in the County Community Indicators Report show that 68% of adults in San Bernardino County are either obese or overweight, compared to 62% of adults in California. Residents in disadvantaged communities are less likely to own cars, and more dependent upon our transit and active transportation systems to get to school, work or play. These residents are also more acutely impacted by vehicular emissions, contributing to the health statistics cited above.

Task 2. Public Outreach

Public engagement will serve as the backbone for the 360° for 960 Implementation Plan by both informing the process and mobilizing support. Some of the community members that are likely to be most impacted by complete streets efforts are the ones that are often the most difficult to engage due to financial and schedule constraints. Thus, a great deal of effort must be made to get into our local communities to ensure all voices are heard to the greatest extent possible. To achieve this, the Outreach Plan Part II: Public Engagement will develop and conduct:

- Public outreach at a minimum of five (5) community events,
- Organization of at least three (3) on-site, multimodal audits, one for each of three state highway “focus areas” as identified in Task 3. These field visits will look at all modes, with an emphasis on walk, bike, and ride (via transit),
- Advertising materials, printouts of website and social media posting and any commentary, and meeting recording,
- Release online survey(s) that provide a forum for public input from citizens unable to attend community events, and
- Publication of an online StoryMap that provides a copy of the Outreach Plan Parts I and II, project updates, notification of upcoming meetings and field audits, and collects location-based comments.

Task Deliverables

- Outreach Plan Part II: Public Engagement,
- 360° for 960 logo,
- A minimum of 5 community events with summary of input gathered,
- At least 3 on-site, multimodal audits, one for each of three state highway “focus areas” as identified in Task 3 (these field visits will look at all modes, with an emphasis on walk, bike, and ride via transit),
- Online survey(s),
- Advertising materials, printouts of website and social media posting and any commentary, and meeting recordings, and
- StoryMap that provides a copy of the Outreach Plan Part I and II, project updates, notification of upcoming meetings and field audits, and collects location-based comments.

Task 3. Existing Conditions Assessment with Identification of High Priority Focus Areas

As noted earlier, a substantial amount of work has been done by Caltrans District 8 regarding active transportation needs. Some of these are also related to transit stops. Now with SB 960 requirements as a frame of reference, the next steps can be taken to translate the assessment of needs into action.

Task 1 will take everything that has been accomplished by District 8 thus far, particularly the prioritized needs from the ATP StoryMap, and ask the next logical question:

“What are the physical conditions on these segments of state highway and what is their potential for improvement?”

Task 1 will build on the needs identified in District 8’s ATP and other relevant plans to develop a more thorough inventory that includes an assessment of both active transportation and transit mobility problems that can potentially be addressed. Existing conditions of all sites will be documented. Specific strategies and opportunities to address those problems will then be developed in Task 2.

It is believed that the best use of the funds from this Caltrans grant will be to focus on specific sections of highway that have some combination of both the greatest need and the greatest opportunity for improvement. The proposed approach to Task 1 is as follows:

- Conduct a screening process to identify highway segment “focus areas.” These will be the state highway segments with some combination of the greatest need and greatest opportunity for improvement. By focusing on these segments Caltrans staff will be in the best position to make recommendations for funding, whether that be in the SHOPP or in a collaborative funding arrangement with SBCTA and/or local jurisdictions. While the focus areas would be identified as part of the process, to illustrate this concept, sample segments might include:
 - U.S. 395 from I-15 to Adelanto. The question here will be whether and how to accommodate north-south bicycle/pedestrian movement in the state right-of-way or whether to collaborate with the cities to focus on a contiguous parallel route.
 - SR 18 in the City of Big Bear Lake. This is the biggest concentration of bike/ped activity in the mountains and has unique needs related to tourism and recreation.
 - SR 62 in the commercial areas of Yucca Valley and Twentynine Palms. This is another site with significant recreational activity, but with a growing commercial base, made more complicated by through traffic, to include increasing truck activity. Active transportation facilities are discontinuous or non-existent.
 - SR 18 segments in the commercial areas of Victorville and Apple Valley.
 - I-15 segment in Victorville where congestion prevents Victor Valley Transit Authority from providing reliable service during peak hours.
- For each “focus area” provide mapping and data that will allow for specific mobility problems and improvement opportunities to be identified. It is here that the public and agency outreach will be focused (see Task 3). The problems and opportunities will be “workshopped” in that task to arrive at realistic concepts for incorporation of complete street features. SBCTA will collaborate with Caltrans to refine this approach as needed.
- For each focus area, prepare a brief statement of purpose and need as well as planning-level schematics of potential alignments of active transportation facilities (both within and outside Caltrans ROW, as appropriate). These are candidate improvements, not final recommendations, which can be vetted and refined based on the stakeholder and public outreach.
- Based on assessment, input from stakeholders, and public outreach, prepare a StoryMap showing focus area assessments and plans.

Task Deliverables

- Review of all relevant existing documentation,
- Assessment of existing conditions,
- Identification of focus areas,
- Mapping and data that can be used to identify mobility problems and improvement opportunities,
- Brief statement of purpose and need and preparation of planning-level schematics, and
- StoryMap identifying assessment of existing deficiencies, identification of focus areas, and draft plans for improvement.

Task 4. SB 960 Metrics and Analysis

Solutions for some of the identified challenges are already included in funding programs. For example, the solution for transit efficiency and mobility on the I-10 and I-15 will be accommodated through free access for buses in high-occupancy toll lanes (HOT) lanes, providing for more reliable transit travel times. The first segment of the SCAG HOT lane (or “managed lane”) system on I-10 was completed in 2024 from the Los Angeles County line to I-15. The I-10 HOT lanes will also be free for 3+ vanpools and carpools.

A new segment of HOT lanes on I-15 between the Riverside County line and SR 210 are currently under construction, also providing for improved transit reliability and discounts for vanpools and 3+ carpools. I-15 in the Cajon Pass is also planned for HOT lanes that will be beneficial for transit reliability. But in the meantime, the Pass is a source of significant congestion and delays for all vehicles, including transit and HOVs. Therefore, a low-cost solution such as bus-on-shoulder will be examined for potential operational benefits as part of the SB 960, recognizing that the long-term solution is to complete the HOT lanes through the Cajon Pass as planned in the SCAG managed lane network.

Arterial state highways represent a different environment and more opportunity for complete street elements. Buses, cyclists, and pedestrians use these roads on a regular basis, and there are known deficiencies, as previously discussed. There are also opportunities for transit priority at signalized intersections as well as for street-crossing improvements and longitudinal improvements that benefit cyclists and pedestrians. To the extent possible, the benefits of the proposed improvements will be quantified. Metrics for each identified location within a focus area could include:

- Existing conditions from Task 2 (e.g. speeds of transit and regular traffic, collision history, traffic volumes, seasonal variations in volume and congestion, etc.)
- Estimates of potential improvement in metrics, such as transit speeds and use of collision reduction factors (CRFs) to estimate safety benefit based on improvement type.
- Cost estimates and potential project development schedule for improvements
- Assessment of funding potential through local revenue streams, competitive grant programs, and inclusion in the SHOPP.

Key targets will then be identified and divided into 4-year phases for the following 12-years with clear, measurable accomplishments, goals, objectives, cost estimates, and performance metrics.

SBCTA will work with Caltrans District 8 throughout the duration of this task to formulate improvements, evaluate potential project development timelines, identify funding opportunities, and attempt to fit improvements into programming cycles. SBCTA will also ensure that the public is provided ample opportunity for input, and that the public facing project dashboard is kept up to date.

Task Deliverables
<ul style="list-style-type: none"> • Technical memorandum describing specific improvements for each focus area, potential project development timelines, funding opportunities, and identification of potential programming cycles for state and other funding, • List of key project development targets divided into 4-year phases for the following 12-years with measurable accomplishments, goals, objectives, cost estimates, and performance measures, and • StoryMap with project metrics and key targets with an easy-to-understand update tracking dashboard.

Task 5. Draft and Final Plan

A 360° for 960 Draft Report and Implementation Plan will be delivered in a StoryMap e-Plan format. It will document recommendations for how to address active transportation and transit deficiencies on the state highway system in San Bernardino County and identify candidate projects for incorporation into the SHOPP or funded through a collaboration with SBCTA and its member agencies. The report will provide an overview of the project and organize sections by focus area so that Caltrans District 8 can easily communicate the recommendations to management, local agencies, and the public, as well as provide input to subsequent programming documents. The draft e-Plan will be presented to SBCTA technical and policy committees and provide for a 45-day comment period, after which the final plan will be prepared.

Task Deliverables

- Draft StoryMap e-Plan,
- List of public comments with responses, and
- Recommended next steps.

Task 6. Board Review/Approval

After all comments and revisions have been completed, the draft e-Plan and recommended next step will be presented to the SBCTA General Policy Committee before being placed on the Board of Director consent agenda. This will provide elected officials in San Bernardino County an opportunity to make any additional revisions needed before final submission to Caltrans.

Task Deliverables

- Final StoryMap e-Plan that incorporates relevant public and agency comments,
- Final Plan (published) that includes a summary of the next steps towards implementation, credits FHWA, FTA, and Caltrans on the cover or title page as appropriate, submitted to Caltrans in an ADA accessible electronic copy, and
- Board agenda, presentation materials, meeting minutes with Board acceptance/approval.

EXHIBIT B
COMPENSATION SUMMARY

EXHIBIT "B"
COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
Fehr & Peers	Task Lead	\$ 482,553.97
<i>Sub Consultants:</i>		
Costin Public Outreach	Public Outreach	\$ 137,872.56
Mark Thomas & Company	Civil Review, Cost Estimates, & Potential Funding Opportunities	\$ 68,936.28
SUBTOTAL		\$ 689,362.81
OTHER DIRECT COSTS		5,440.00
TOTAL COSTS		\$ 694,802.81

TASK NUMBER	TASK DESCRIPTION	COST
Task 0	Project Management	\$ 65,486.11
Task 1	Technical Advisory Committee (TAC) and Stake holder	\$ 64,326.92
Task 2	Public Outreach	\$ 147,592.22
Task 3	Existing Conditions Assessment and Identify High Priority	\$ 210,074.40
Task 4	SB960 Metrics and Analysis	\$ 125,132.17
Task 5	Draft and Final E-Plan	\$ 66,958.95
Task 6	Board Review/Approval	\$ 15,232.04
SUBTOTAL		\$ 694,802.81
OTHER DIRECT COSTS		
TOTAL COSTS		\$ 694,802.81

¹ Board of Directors authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

Minute Action

AGENDA ITEM: 13

Date: March 11, 2026

Subject:

Grant Writing and Grant Management Services Request for Proposals

Recommendation:

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Council of Governments (SBCOG):

Approve the release of Request for Proposals No. 26-1003432 for Grant Writing and Grant Management Services, to be funded with SBCOG General Assessment Dues and Local Transportation Fund-Planning funds.

Background:

Staff is requesting Board of Directors (Board) approval to release Request for Proposals (RFP) No. 26-1003432 for Grant Writing and Grant Management Services. The proposed RFP incorporates a refined Scope of Work, developed based on lessons learned and is intended to better align consultant services with San Bernardino County Transportation Authority (SBCTA)/ San Bernardino Council of Governments (SBCOG) current and anticipated grant support needs.

As SBCTA/SBCOG carries out Board-directed priorities and responds to ongoing requests for grant support from internal departments and member agencies, consultant support is needed to supplement staff capacity and provide specialized grant writing and management assistance. The work anticipated to be carried out under the proposed contract will include:

- Monitoring federal, state, regional, and other grant funding opportunities and communicating relevant opportunities to SBCTA/SBCOG and member agencies.
- Preparing, reviewing, and supporting competitive grant applications across multiple funding programs.
- Providing grant strategy, scheduling, and technical assistance to SBCTA/SBCOG departments and member agencies.
- Supporting grant tracking and reporting activities as requested.
- Coordinating with SBCTA/SBCOG staff and member agencies to support timely and complete grant submissions.
- Delivering grant-related workshops or training sessions for SBCTA/SBCOG and member agency staff.

Through the RFP process for release, review, selection, and approval, staff anticipates executing a contract by September 2026. The proposed contract is for an initial three-year term, with two optional one-year extensions based on performance and agency needs, for a total of five years if both extensions are executed.

Financial Impact:

The Project will be included in the proposed Budget for Fiscal Year 2026/2027 and funded with San Bernardino Council of Governments General Assessment Dues and Local Transportation Fund - Planning funds in Program 25, Council of Governments.

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority

General Policy Committee Agenda Item
March 11, 2026
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Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA/SBCOG General Counsel and Procurement Manager have reviewed this item and the draft RFP.

Responsible Staff:

Dulce Spencer, Grants Analyst

Approved
General Policy Committee
Date: March 11, 2026

Witnessed By:

Grant Writing and Grant Management Services Scope of Work

The San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Council of Governments (SBCOG) are seeking on-call professional services to support the identification of funding opportunities, development of competitive grant applications, grant strategy, and assistance with grant administration activities.

The Grant Writing Consultant shall serve as the grant consultant for SBCTA/SBCOG, attend Board and Committee meetings as requested, interface with SBCTA/SBCOG staff, interface with Member Agency staff, keep SBCTA/SBCOG aware of requirements and opportunities regarding ongoing and new grant programs, write grant applications as requested, and monitor grant compliance as directed.

Grant services are required in a variety of areas, including transportation, infrastructure, rail, public health, housing and community development, climate adaptation and resilience, energy efficiency, air quality, planning, economic development, broadband and digital infrastructure, and public safety. Additionally, services will include submitting grant applications and assisting with the administration of received funding for various awards.

Grant Writing and Management Services Tasks:

Task 1. Program Management and Coordination

The Consultant shall provide project management and administrative support for all assigned work. Services will include:

- Preparing monthly progress reports summarizing work completed, applications supported, issues encountered, and upcoming deadlines
- Preparing invoices and supporting documentation consistent with SBCTA/SBCOG requirements
- Maintaining organized files, schedules, drafts, and documentation for all assigned tasks
- Assisting SBCTA/SBCOG staff with maintaining and updating project inventories used to identify potential project candidates for future funding opportunities
- Preparing public-facing materials related to grant funded or grant supported projects when requested, including content for webpages, presentations, and informational materials
- Supporting updates to grant related communications including webpage content, FAQs, grant tables, announcements, and related materials
- Supporting SBCTA/SBCOG staff with internal tracking tools used to monitor grant cycles, deadlines, and active assignments

Deliverables:

- Periodic progress summaries of grant activities and priorities as requested by project manager, not more than 4 per fiscal year.
- Updated grant tracking tools, project inventories, and schedules
- Documentation supporting the Grant Support Process Program Guidelines
- Coordination materials supporting grant request tracking and prioritization
- Invoices and administrative documentation
- Semi-annual (every six months) summary/POI-style reports
- Grant tracking of applications and awards (e.g., submitted, awarded, unsuccessful, debrief)
- Tracking Member Agency Grant Support Intake Requests

Task 2. Funding Opportunity Monitoring and Strategic Guidance

The Consultant shall support SBCTA/SBCOG in monitoring, evaluating, and communicating grant funding opportunities. Services shall include:

- Monitoring federal, state, regional, and philanthropic funding programs and providing regular updates regarding eligibility, timelines, funding availability, and anticipated cycles
- Identifying funding opportunities that align with regional priorities, project needs, and agency goals
- Preparing funding opportunity summaries that clearly describe requirements, competitive considerations, and readiness needs
- Maintaining and updating project lists or inventories used to evaluate eligibility and readiness for upcoming funding programs
- Evaluating project readiness, eligibility, complexity, and alignment with SBCTA/SBCOG priorities
- Providing strategic guidance on positioning projects for current and future funding cycles
- Identifying projects within SBCTA, SBCOG, and Member Agencies, planning documents that match active or upcoming funding opportunities and recommending project candidates for future cycles
- Working with SBCTA/SBCOG departments and Member Agencies to shape or refine early-stage project concepts to align with competitive funding programs
- Conducting a needs assessment of SBCTA/SBCOG to understand the program and funding needs of the agency
- Evaluating Grant Support Request inquiries submitted by SBCTA/SBCOG departments and Member Agencies to determine eligibility, competitiveness, and alignment with available funding programs
- Assessing whether projects require additional scoping, concept development, cost estimating, or refinement to become competitive for funding

- Recommending the most suitable grant programs for each project based on program requirements, readiness, competitiveness, and strategic considerations
- Updates to grant tracking summaries reflecting current and anticipated funding opportunities and project status

Deliverables:

- Funding opportunity summaries and alerts
- Grant funding needs assessments and priority lists
- Strategic guidance memos aligned with SBCTA/SBCOG priorities
- Project readiness and eligibility evaluations
- Recommendations on grant program fit and timing

Task 3. Grant Applications Development and Technical Support

The Consultant shall assist in preparing competitive, complete, and timely grant applications. Services shall include:

- Coordinating and facilitating discussions with SBCTA/SBCOG staff and partner agencies to shape competitive project scopes
- Preparing narrative sections or reviewing narrative content drafted by SBCTA/SBCOG or Member Agencies
- Preparing and/or reviewing technical materials such as project descriptions, purpose and need statements, work plans, budgets, schedules, benefits, and performance measures
- Developing maps, graphics, tables, and other required visual materials
- Preparing or reviewing application attachments including forms, letters of support, resolutions, and other required documents
- Providing support letter templates, guidance, and coordination to assist Member Agencies in obtaining required letters
- Ensuring all application components are complete, accurate, and aligned with program requirements
- Providing detailed quality assurance to ensure clarity, consistency, and alignment across all sections
- Developing checklists, schedules, and coordination tools for timely application delivery
- Coordinating with partners, stakeholders, and Member Agencies to gather required information
- Providing advisory support to SBCTA/SBCOG staff and Member Agencies for applications they prepare
- Assisting with the preparation of materials related to match commitments when required
- Improving and strengthening previously declined applications when resubmitting projects from past cycles

- Supporting project scoping activities necessary for grant development, including refinement of purpose and need, preliminary work plans, cost estimates, performance measures, and project justification
- Providing timely notifications to SBCTA/SBCOG regarding application status, upcoming deadlines, and required actions

Final grant submission responsibility will be determined by SBCTA/SBCOG on a case-by-case basis.

Deliverables:

- Draft or reviewed grant application narratives
- Technical sections including scope, budget, schedule, and benefits
- Application attachments and supporting documentation
- Coordination materials used to gather partner input
- Complete, submit-ready grant application packages prepared for SBCTA/SBCOG or Member Agency submission, including all required narratives, forms, attachments, and supporting documentation
- Submission of complete applications on behalf of SBCTA/SBCOG when authorized; applications prepared for Member Agencies shall be provided for agency submission
- Final pre-submittal compliance and completeness confirmation prior to submission

Task 4. Post-Award and Compliance Support

If a project is awarded funding, the Consultant may provide post-award support to assist SBCTA/SBCOG and Member Agencies with grant compliance, reporting, and transition to implementation. Services shall include:

- Assisting with the preparation of required reports such as progress reports, reimbursement requests, and closeout documentation
- Supporting SBCTA/SBCOG departments in tracking deadlines, required materials, and compliance obligations
- Reviewing reporting materials prepared by staff for accuracy and completeness
- Supporting documentation needed for reimbursement or program compliance
- Assisting with debriefs for unsuccessful applications to strengthen future submissions
- Supporting preparation of materials for post-award implementation
- Providing additional grant administration support as directed
- Updating grant tracking records to reflect award outcomes and post-award status

Deliverables:

- Reviewed progress and reimbursement reports
- Compliance tracking tools and schedules
- Grant closeout or implementation support documentation
- Debrief summaries for unsuccessful applications
- A post-award transition or hand-off memorandum summarizing key grant requirements, reporting obligations, schedules, and reference materials to support transition to SBCTA/SBCOG department project managers or Member Agency award management responsibilities

Task 5. Quality Assurance and Application Review

The Consultant shall support quality assurance for all grant-related work to ensure accuracy, completeness, consistency, and alignment with SBCTA/SBCOG requirements. Services shall include:

- Conducting detailed reviews of draft and final application materials for accuracy, completeness, consistency, and clarity
- Ensuring all submissions align with requirements and SBCTA/SBCOG expectations
- Providing edits and recommendations to ensure narrative coherence and technical accuracy
- Ensuring all attachments and supporting materials reflect the most current project information
- Supporting refinement of templates, tools, and checklists related to grant application development and review

Deliverables:

- Compliance and completeness checklists
- Redline edits focused on clarity, consistency, and alignment
- Cross-section consistency reviews
- Final application readiness confirmations
- Identification of gaps or risks requiring correction

Task 6. Coordination, Meetings, and Presentations

The Consultant shall attend meetings as directed, including internal coordination meetings, meetings with Member Agencies, and other meetings assigned. Services shall include:

- Preparing meeting materials, summaries, or updates as requested
- Participating in discussions regarding project readiness, funding opportunities, and application strategies
- Supporting coordination for meetings involving partner agencies or multi-jurisdictional efforts

- Presenting on behalf of SBCTA/SBCOG to internal or external audiences as requested
- Assisting with preparation for grant-related workshops, training sessions, and outreach activities

Deliverables:

- Meeting agendas, materials, and summaries
- Coordination notes and action item lists
- Presentations to internal committees or external audiences
- Materials supporting multi-agency coordination

Task 7. Workshops, Trainings, and Additional Services

The Consultant will also coordinate and implement grant-related workshops, trainings, and supplemental support services at the direction of SBCTA/SBCOG to support grant development, readiness, and implementation activities. Services shall include:

- Conducting at least one and up to two grant workshops per fiscal year for SBCTA/SBCOG and Member Agency staff
- Delivering a single recorded post-award workshop addressing common requirements across grant programs
- Conducting project readiness assessments and developing preliminary scopes of work or cost estimates
- Providing GIS mapping, data analysis, benefit-cost analysis, or visual materials
- Supporting multi-jurisdictional applications, grant efforts, or regional coordination activities
- Preparing award nominations or non-grant proposals
- Performing any additional tasks necessary to advance SBCTA/SBCOG grant initiatives

Deliverables:

- Grant workshops and training materials
- Recorded post-award training sessions
- Project readiness assessment summaries
- Preliminary scopes of work or cost estimate support
- Materials supporting regional grant coordination

Task 8. Additional Services

In addition to the tasks and deliverables described herein, the Consultant may be required to perform other related grant writing, grant management, coordination, or advisory services that are consistent with the intent of this Scope of Work and necessary to support SBCTA and SBCOG Grant Support Process Program Guidelines, Grant Funding Needs Assessment, and overall grant strategy, subject to authorization by SBCTA and/or SBCOG.

Minute Action

AGENDA ITEM: 14

Date: March 11, 2026

Subject:

Cooperative Agreement Contract No. 26-1003442 for Route 66 Centennial Celebration

Recommendation:

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Approve Cooperative Agreement No. 26-1003442 between SBCTA and San Bernardino County for the Route 66 Centennial Celebration in the amount of \$113,800.00, to be funded by Local Funds – San Bernardino County.

Background:

In partnership with the San Bernardino County’s (County) Economic Development Department, this outreach effort is designed to link the county-wide centennial celebrations of Route 66 with the Measure I (Measure) awareness campaign. This outreach opportunity, combined with previous outreach programs, provides a consistent reminder to county voters of how the Measure is paying dividends toward the quality of life for the 2.1 million residents within the County.

Costin Public Outreach Group, Inc. has been serving as the exclusive outreach consultant to San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) for approximately six years and has developed a unique understanding of our population, our commuters, and the elected officials that represent the area. They are well-positioned to extend our voice in this comprehensive educational effort about the Measure.

It is estimated that this effort will cost approximately \$227,600.00 to achieve a broader reach of our County. This will include direct purchases such as, but not limited to, billboards, geo-targeted social campaigns, media buys, community events, social and charitable groups, environmental justice events, and more. This Cooperative Agreement reflects the County's participation in funding half of the total cost of the program, which amounts to \$133,800.00.

Financial Impact:

This Project is included in the adopted Budget for Fiscal Year 2025/2026 in Program 01, General Government, Task 0605, Public Affairs.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel has reviewed this item and draft agreement.

Responsible Staff:

Otis Greer, Deputy Executive Director

Approved
General Policy Committee
Date: March 11, 2026
Witnessed By:

Entity: San Bernardino County Transportation Authority

General Contract Information

Contract No: 26-1003442 Amendment No.: _____
 Contract Class: Receivable Department: Legislative and Public Affairs
 Customer ID: 01907 Customer Name: County of San Bernardino Economic Development
 Description: Cooperative Agreement with the County for Route 66 Centennial Celebration
 List Any Accounts Payable Related Contract Nos.: _____ 23-1002995

Dollar Amount					
Original Contract	\$	113,800.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	113,800.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	113,800.00

Contract Authorization

Board of Directors _____ Date: 04/01/2026 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Local _____ Funding Agreement _____ N/A _____

Accounts Receivable

Total Contract Funding:	\$	113,800.00	Funding Agreement No:	23-1003442	
Beginning POP Date:	<u>03/01/2026</u>	Ending POP Date:	<u>10/01/2026</u>	Final Billing Date:	<u>10/01/2026</u>
Expiration Date:	<u>12/31/2026</u>	Fund Admin:	Yes		
Parent Contract	<u>26-1003442</u>	PM Description	<u>Route 66 Centennial - SB County contribu•on</u>		
Z-Related Contracts	<u>Z26-1003442</u>				
Sub-			Sub-		
Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL: 6010	01	0605	0961	42340021	113,800.00
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-

Otis Greer

Project Manager (Print Name)

Otis Greer

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - County of San Bernardino COOP (12231 : Route 66 Centennial Celebration Cooperative Agreement)

COOPERATIVE AGREEMENT NO. 26-1003442
BY AND BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
SAN BERNARDINO COUNTY
ROUTE 66 CENTENNIAL CELEBRATION

THIS COOPERATIVE AGREEMENT ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and the San Bernardino County ("COUNTY"), whose address is 385 N. Arrowhead Avenue, 5th Floor, San Bernardino, California 92415-0120. SBCTA and COUNTY are each a "Party" and are collectively referred to as the "Parties."

RECITALS:

WHEREAS, SBCTA proposes to engage Costin Public Outreach Group ("CONSULTANT") to prepare and implement a public outreach plan for the Route 66 Centennial Celebration in accordance with the terms of this Contract, including Attachment A; and

WHEREAS, proposed work is described in Attachment A and is defined as the "PROJECT"; and

WHEREAS, the Parties wish to enter into this Contract to delineate roles, responsibilities, and funding commitments relative to the PROJECT; and

NOW, THEREFORE, the Parties agree as follows:

I. SBCTA RESPONSIBILITIES:

- A. SBCTA shall, in accordance with its procurement policy and applicable law, engage CONSULTANT, by way of issuance of a Contract Task Order pursuant to their existing contract, to prepare and implement the PROJECT.
- B. SBCTA shall designate a Project Manager to represent SBCTA, through whom all communications between the Parties shall be channeled.
- C. SBCTA shall provide the COUNTY with a proposed project schedule, prepared by CONSULTANT, for completion of the PROJECT.
- D. SBCTA shall include COUNTY in Project Development Team (PDT) meetings and related communications on PROJECT progress and shall further provide COUNTY with copies of PDT meeting minutes and action items.
- E. SBCTA shall make all PROJECT work performed by CONSULTANT available for review and comment by the COUNTY.
- F. SBCTA shall invoice COUNTY for the lump sum of One Hundred Thirteen Thousand, Eight Hundred Dollars (\$113,800.00).

II. COUNTY RESPONSIBILITIES:

- A. COUNTY shall designate a responsible staff member to be COUNTY's representative to attend meetings, receive communications, and review PROJECT documents.
- B. COUNTY shall be responsible for payment of a total amount not to exceed One Hundred Thirteen Thousand, Eight Hundred Dollars (\$113,800.00) for COUNTY's portion of the PROJECT. Such payment shall be made by COUNTY to SBCTA within 60 days of receiving an invoice from SBCTA.

III. MUTUAL RESPONSIBILITIES:

- A. CONSULTANT's Scope of Work for the PROJECT is set forth in Attachment A, attached hereto.
- B. SBCTA shall be responsible for coordinating CONSULTANT's completion of PROJECT. Estimated costs to complete the PROJECT are shown in Attachment B, attached hereto.
- C. Neither COUNTY nor its officers, directors, employees or agents, are responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA or CONSULTANT under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Contract. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless COUNTY, its officers, directors, employees and agents, from all claims, suits or actions of every name, kind and description, brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Contract. This provision shall survive termination of this contract.
- D. Neither SBCTA nor its officers, directors, employees or agents, are responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Contract. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless SBCTA and its officers, directors, employees and agents, from all claims, suits or actions of every name, kind and description, brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Contract. This provision shall survive termination of this contract.
- E. The term of the Contract shall commence on the Effective Date, as defined below, and shall continue in full force and effect through December 31, 2026, except as otherwise expressly provided herein.
- F. COUNTY is a self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Contract.
- G. SBCTA is insured for Commercial General Liability, Professional Liability, Auto Liability and Workers Compensation in amounts believed to be adequate to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Contract.
- H. The Parties hereto warrant that they are duly authorized to execute this Contract on behalf of said Parties and that, by so executing this Contract, the Parties hereto are formally bound to this Contract.
- I. This Contract shall be governed and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to the performance under this Contract.
- J. The Parties agree that they shall maintain and make available for inspection all books, records, papers, accounting records, or other documents pertaining to the performance of the PROJECT, including but not limited to, the costs associated with the PROJECT. The Parties shall make such books, records, etc., available at their respective offices, at reasonable times, during the Contract term and for three years from the date of PROJECT completion. The Parties agree that all duly authorized representatives shall have access to the documents during normal business hours.
- K. If any clause or provision of this Contract is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Contract shall not be affected but shall remain in full force and effect.
- L. This Contract can be amended only with a written amendment agreed upon and executed by all Parties.
- M. In the event of litigation arising from this Contract, each Party to this Contract shall bear its own costs, including attorney(s) fees.
- N. This Contract may be signed in counterparts, each of which shall constitute an original. This Contract may be signed electronically.

- O. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this Contract shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below or by electronic mail at the email address stated below.
- P. Notice given under or regarding this Contract shall be deemed given (a) upon actual delivery, if delivery is personally made or by private courier, including overnight delivery services; (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested); or (c) if given by electronic mail during regular business hours (i.e., 8:00 am to 5:00 pm, Monday through Friday, excluding holidays), on the date of delivery, and if outside of regular business hours, then on the next business day. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

To COUNTY	To SBCTA
825 E. 3 rd Street	1170 W. 3rd Street, 2 nd Floor
San Bernardino, CA 92410-1715	San Bernardino, CA 92410-1715
Attn: Derek Armstrong	Attn: Otis Greer
Email:	Email: Ogreer@gosbcta.com
	Cc: Procurement Manager
(909)387-7906	Phone: (909) 884-8276
	Email: procurement@gosbcta.com

- Q. The Recitals stated above are true and correct and are incorporated by this reference into the Contract.
- R. Attachment A and Attachment B are attached to this Contract and by this reference are incorporated herein.
- S. The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

----- SIGNATURES ON THE FOLLOWING PAGE -----

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Contract on the day and year written below.

SAN BERNARDINO COUNTY

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By:

By:

Leo Gomez
Purchasing

Rick Denison
Board President

Date:

Date:

**APPROVED AS TO FORM FOR SAN
BERNARDINO COUNTY**

**APPROVED AS TO FORM FOR SAN
BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By:

By:

Sophie A. Curtis
Deputy County Counsel

Julianna K. Tillquist
General Counsel

Date:

Date:



cta

San Bernardino County
Transportation Authority

DATE: December 1, 2025
TO: Otis Greer, Deputy Executive Director, SBCTA

RE: SBCTA, Measure I, and Route 66 Centennial Collaboration

As CPOG continues to educate SBCTA's stakeholders about Measure I, the Route 66 Centennial offers a unique opportunity to highlight how Measure I extends the legacy of Route 66, connecting communities, driving economic growth, and shaping the future of transportation in San Bernardino County.

San Bernardino County is preparing for the Centennial, aligning with national efforts led by the U.S. Route 66 Centennial Commission. Local activities, such as the "Rendezvous Back to Route 66" car show and other arts and cultural events in the City of San Bernardino, are already underway to celebrate the highway's legacy.

The Centennial presents an opportunity for SBCTA to link the history of one of America's most famous highways with the region's ongoing investment in transportation through Measure I. Aligning Measure I outreach with this milestone can help highlight SBCTA's role in connecting communities past, present, and future.

The following outlines key dates and recommended tactics for a coordinated, yearlong celebration in 2026 that will position Measure I as one of the leading, countywide voice celebrating the Route 66 Centennial.

Logo and tagline

- a. Create a co-branded logo that incorporates the logos of SBCTA, Measure I, and County of San Bernardino; this logo will incorporate elements from the US Route 66 Centennial celebration logo.
- b. Proposed tagline: Celebrating the Past. Building for the Future.
- c. Placements and uses: websites, US Route 66 event sponsorships, Measure I graphics.

Stand-alone website

- a. The ArcGIS Story Map platform will be used to highlight Route 66 in San Bernardino County and the cities it passes through.
- b. The site will highlight the Measure I-funded projects that have improved portions of Route 66 over the years. Making these connections will help illustrate the value of Measure I and why it's needed.
- c. Countywide Route 66 Centennial celebration events will be listed on the website.
- d. County residents will be encouraged to submit photos to be showcased on the website. Photos that show Route 66 celebrations and events, historical photos, and photos taken along Route 66 in San Bernardino County will be posted.
- e. The Measure I webpage (goSBCTA.com/MeasureI) will be the gateway to SBCTA's celebration of the Route 66 Centennial. A link to the ArcGIS Story Map will be highly visible and prominently placed on the Measure I webpage.



San Bernardino County
Transportation Authority

Virtual Road Trip social media campaign

- a. CPOG will create a series of vintage-themed postcards for cities along Route 66 (Needles, Barstow, Rancho Cucamonga, Upland, Ontario, San Bernardino, Fontana, Rialto). The postcards will include the logo and tagline mentioned above with a link to the Measure I webpage.
- b. Each postcard will be its own social media post, which will share both a historical Route 66 fact and a Measure I funding/project fact.
- c. Postcards will be printed as collateral for in-person events.
- d. A hashtag will be created and used to promote Measure I and countywide Route 66 Centennial events on social media.

In-person events

- a. CPOG will staff booths at community events to share information about Measure I. The Measure I collateral cobranded with the Route 66 Centennial celebration will help generate visitors to the booth.
- b. The booth will host a photo opportunity where attendees can pose with a photo frame that's branded Measure I and Route 66. Attendees will submit an email address and/or IG/FB handle to receive the photo.
- c. Printed postcards, Measure I fact sheets, and other SBCTA collateral will be handed out at events.
- d. Events will be both Route 66 Centennial themed or popular annual community events. Examples of these events are listed below.

Event	Date	Location
The Drive Home VII: Route 66 - A Century of Adventure	January	Barstow
Route 66 Fair	February	Needles
Citrus Harvest Festival	March	Highland
The Great Race	June	Twentynine Palms, San Bernardino
Route 66 Cucamonga Classic Car Show	June	Rancho Cucamonga
Summer Concerts	June	Rancho Cucamonga
Moonlight & Music	June, July	Upland
Sizzlin' Summer Nights Concert Series	June, July, August	San Bernardino
Montclair's 65 th Annual Summer Concerts and Movie Series	July	Montclair
Summer Concert Series	July, August	Ontario
National Night Out	August	San Bernardino
Cruisin' Reunion	September	Ontario
Rendezvous Back to Route 66 "Where It All Began"	October	San Bernardino
Mojave Narrows Harvest Festival & Haunted Hayrides	October	Victorville
Apple Valley Airshow and Napa Auto Parts Car Show	October	Apple Valley



cta

San Bernardino County
Transportation Authority

Ad placements

- a. Digital ads will be used to promote and raise awareness of Measure I-funded projects across the county; messaging will incorporate Route 66 Centennial themes, stories, landmarks, etc.; ads will link back to the goSBCTA.com/MeasureI webpage.
- b. Why advertising: The 2025 Measure I education ad campaign spent approximately \$25,000 over four weeks and earned more than 3.3 million impressions countywide.
- c. Ad placements include:
 - i. Google banner
 - ii. NextDoor
 - iii. Meta
 - iv. Spotify, YouTube, or Outfront

ATTACHMENT B

COSTS (January-December 2026)

	Labor	ODCs
Project administration and strategy (meetings, logo, messaging)	\$31,000.00	-
Digital media (website, social media, advertising, boosts)	\$78,000.00	\$50,000.00
Events (fairs, booths)	\$61,000.00	\$7,600.00
TOTAL	\$170,000.00	\$57,600.00

Additional Information

GENERAL POLICY COMMITTEE ATTENDANCE RECORD – 2026

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Dawn Rowe Board of Supervisors												
Joe Baca, Jr. Board of Supervisors	X	X										
Curt Hagman Board of Supervisors	X	X										
Art Bishop Town of Apple Valley	X											
Ray Marquez City of Chino Hills	X	X										
Frank Navarro City of Colton	X	X										
Josh Pullen City of Hesperia	X											
Larry McCallon City of Highland	X	X										
John Dutrey City of Montclair	X	X										
Alan Wapner City of Ontario		X										
Helen Tran, Mayor City of San Bernardino	X	X										
Rick Denison Town of Yucca Valley	X	X										

X = Member attended meeting.
Shaded box = No meeting.

* = Alternate member attended meeting.

Empty box = Member did not attend meeting.

Crossed out box = Not a Board Member at the time.

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. Staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACFR	Annual Comprehensive Financial Report
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATC	San Bernardino County Auditor-Controller/Treasurer/Tax Collector
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CAMP	California Asset Management Program
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission or County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
ERP	Enterprise Resource Planning
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GAAP	Generally Accepted Accounting Principals
GA Dues	General Assessment Dues
GASB	Governmental Accounting Standards Board
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICAP	Indirect Cost Allocation Plan
IIEP	Inland Empire Economic Partnership
IREN	Inland Regional Energy Network
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITOC	Independent Taxpayer Oversight Committee
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency

LACMTA	Los Angeles County Metropolitan Transportation Authority
LAIF	Local Agency Investment Fund
LAPM	Local Assistance Procedures Manual - Caltrans
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
ONT	Ontario International Airport
PACE	Property Assessed Clean Energy
PA/ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PS&E	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SBCERA	San Bernardino County Employees' Retirement Association
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCCP	Solutions for Congested Corridors Program
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SRTP	Short Range Transit Plan
SGR	State of Good Repair Funds
STA	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Block Grant Program
TAC	Technical Advisory Committee
TCEP	Trade Corridor Enhancement Program
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TIFIA	Transportation Infrastructure Finance and Innovation Act
TIRCP	Transit and Intercity Rail Capital Program
TMC	Transportation Management Center

Acronym List

TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
UAAL	Unfunded Actuarial Accrued Liability
USFWS	United States Fish and Wildlife Service
VMT	Vehicle Miles Traveled
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments



MISSION STATEMENT

Our mission is to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do.

We achieve this by:

- Making all transportation modes as efficient, economical, and environmentally responsible as possible.
- Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable.
- Promoting collaboration among all levels of government.
- Optimizing our impact in regional, state, and federal policy and funding decisions.
- Using all revenue sources in the most responsible and transparent way.

Approved December 4, 2019