



Contract Number

23-35 A1

SAP Number

Sheriff/Coroner/Public Administrator

| | |
|---|---|
| Department Contract Representative | Caolina Mendoza, Chief Deputy Director of Sheriff's Administration |
| Telephone Number | (909) 387-0640 |
| Contractor | Victor Valley Transit Authority (Authority) |
| Contractor Representative | Procurement Management |
| Telephone Number | (760) 948-4021 ext. 152 |
| Contract Term | 02/01/2023 through 06/30/2026 |
| Original Contract Amount | \$ 749,082 |
| Amendment Amount | \$6,865,110 |
| Total Contract Amount | \$7,614,192 |
| Cost Center | 443980100 |
| Grant Number (if applicable) | ----- |

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. 1

Contract No. 23-35 in which San Bernardino County (County), by and through the Sheriff/Coroner/Public Administrator (Sheriff), provides contract law enforcement services to the Victor Valley Transit Authority (Authority), a public transit agency, for its Passenger Bus System (System) covering the San Bernardino High Desert cities and unincorporated county areas, is hereby amended, effective June 18, 2025, as follows:

(1) To delete Section B.2 in its entirety, and replace it with a new Section B.2 as follows:

B.2 Authority shall provide adequate office space, training, and education for County staff assigned to provide the scope of services under this agreement to include, but not be limited to: transit laws; fare inspection/enforcement as mandated by law; trespassing prevention on Authority's right-of-way and facilities; reporting of on-board crimes; right-of-way citations; and enforcement operations, etc.

Additionally, the Authority will allow the Sheriff use of its vehicles, buildings, properties, and interests, with prior approval and reservation, for ongoing law-enforcement safety and critical incident training exercises, in collaboration with the Authority's staff. Such use is subject to the insurance, permits, covenants, and licensing requirements contained in sections C.23, C.25, and G.1 of this Contract.

(2) To delete Section D.1 in its entirety, and replace it with new Section D.1 as follows:

D.1 This Contract is effective as of February 1, 2023 and expires June 30, 2026 but may be terminated earlier in accordance with provisions of this Contract. The parties have the option to renew the Contract for one additional one-year period, subject to approval by the County Board of Supervisors and the terms listed in Section F. Fiscal Provisions. Notwithstanding the foregoing, this Contract may be terminated at any time, with or without cause, by Authority or by County upon written notice given to the other at least one year prior to the date specified for such termination. Any such termination date shall coincide with the end of a calendar month. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other, accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of such termination. In the event of termination of this Agreement, the County shall refund any sum previously paid by Authority which, when prorated, represents advance payment for months of service that are not performed as a result of such termination. Neither party shall incur any liability to the other by reason of such termination.

(3) To delete Section E.1 in its entirety, and replace it with new Section E.1 as follows:

E.1 County shall provide, through the Sheriff, law enforcement services within the limits, easements, and on-board vehicles of the Authority's System and facilities. Services to be provided by the County shall include Sheriff's personnel and equipment as specified in Schedule A, attached hereto and incorporated herein by this reference.

E.1.1 An arrest made by Sheriff personnel while engaged in the performance of this Contract shall constitute an arrest by an officer employed by Authority, and not an arrest by a County officer within the meaning of California Penal Code section 1463 and any similar or related statute.

E.1.2 Services will be provided as follows:

E.1.2.1 The scheduling of law enforcement services provided to the Authority will be at the sole discretion of the Sheriff or designee but will generally be congruent with the Authority's public transit daily operating hours, and in accordance with the County's Safety/Safety Management Memorandum of Understanding.

E.1.2.2 Scheduled law enforcement services may be altered with prior agreement by both parties for reasons that may include, but will not be limited to, needs of the Authority, needs of the Sheriff, special events, training, crime trends, crime suppression operations, and any other circumstance that may require temporary modification of services provided by the Sheriff.

(4) To delete Section E.7.14 in its entirety, and replace it with new Section E.7.14 as follows:

E.7.14 Collect and provide periodic incident reporting for Authority to assist in the development of preventative strategies, such as education efforts, and provide this information to all law enforcement agencies within the jurisdiction(s) that the Authority's System and facilities cover. Provide Authority with a monthly report of on-board crimes by line, date, time, and type of crime. Sheriff will provide timely updates and appropriate information regarding pertinent and/or high priority criminal activity or investigations that concern the Authority, its interests, or personnel.

(5) To delete Schedule A cited in section F.1 in its entirety, and replace it with a new Schedule A, attached hereto and incorporated herein by this reference, payable in monthly installments.

(6) To delete Section L – Electronic Signatures in its entirety, and replace it with new Section L – Electronic Signatures as follows:

L. ELECTRONIC SIGNATURES

This Contract and, if applicable, any subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

Except as amended, all other terms and conditions of this Contract remain as stated therein.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused the Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

Victor Valley Transit Authority
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Nancie Goff
(Print or type name of person signing contract)

Title CEO
(Print or Type)

Dated: _____

Address 17150 Smoke Tree Street

Hesperia, CA 92345

FOR COUNTY USE ONLY

| Approved as to Legal Form | Reviewed for Contract Compliance | Reviewed/Approved by Department |
|--|----------------------------------|--|
| ► Grace B. Parsons, Deputy County Counsel | ► _____ | ► Carolina Mendoza, Chief Deputy Director of Sheriff's Administration |
| Date _____ | Date _____ | Date _____ |

SCHEDULE A

LAW ENFORCEMENT SERVICES CONTRACT VICTOR VALLEY TRANSIT AUTHORITY FY 2025-26

**Add 1 Detective/Corporal, 1 Deputy, 0.5 Sheriff's Service Specialist (SSS), 1 Office Specialist,
2 Unmarked Units & 0.5 SSS Pickup Truck**

| <u>LEVEL OF SERVICE</u> | <u>FY 2025-26 COST</u> |
|--|-----------------------------------|
| 1.11 - Sergeant | 360,586 ¹ |
| 1.00 - Detective/Corporal | 275,764 ¹ |
| 5.04 - Deputy Sheriff | 1,157,421 ¹ |
| 0.50 - Sheriff's Service Specialist | 47,772 ¹ |
| 1.00 - Office Specialist | 98,672 ¹ |
| 7.00 - Unmarked Unit - Slick Top | 156,216 |
| 0.50 - Pickup truck | 5,491 |
| Indirect Cost (43.16% of Direct Salaries and Benefits) | 837,397 |
| Startup Cost | 9,184 |
| Cost for FY2025-26 | \$ 2,948,503 ¹ |

Monthly Payment Schedule

| | |
|--|-----------|
| 1 st payment due July 1, 2025: | \$245,704 |
| 2 nd through 12 th payments due the 5 th of each month: | \$245,709 |

Additional Costs Billed Quarterly:

The Victor Valley Transit Authority will be billed on a quarterly basis for actual hours of any overtime worked for services provided under this Agreement.

¹ Personnel costs include salary and benefits and are subject to change by Board of Supervisors' action. Changes in salary and benefit costs will be billed to the Victor Valley Transit Authority on a quarterly invoice.