



Contract Number
23-35

SAP Number
N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	Victor Valley Transit Authority ("Authority")
Contractor Representative	Procurement Manager
Telephone Number	(760) 948-4021 ext. 152
Contract Term	02/01/2023 through 06/30/2025
Original Contract Amount	\$749,082 (Feb to Jun 2023 Only)
Amendment Amount	-----
Total Contract Amount	\$749,082
Cost Center	4434501000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the Victor Valley Transit Authority (Authority), a public transit agency, requires law enforcement services for its Passenger Bus System (System) covering the San Bernardino High Desert cities and unincorporated county areas, and,

WHEREAS, San Bernardino County (County), by and through the Sheriff/Coroner/Public Administrator (Sheriff) provides contract law enforcement services; and

NOW, THEREFORE, the County and Authority mutually agree to the following terms and conditions:

A. RESERVED

B. AUTHORITY RESPONSIBILITIES

- B.1** Authority, its officers, agents, and employees shall give their full cooperation and assistance within the scope of the duties and responsibilities to facilitate the performance of services hereunder by County's officers, agents, and employees.
- 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.
- B.3** Authority shall have the right, at any time, to request a higher level of service than herein being contracted. Within a reasonable time after such request, and after agreement upon any additional

compensation that may be required to provide the added services, as well with approval by the County Board of Supervisors, County shall provide such additional personnel and vehicles as may be required to provide such additional services.

B.3.1 In such an event, all provisions of this contract with respect to compensation to be paid by Authority shall remain in full force and effect, but in addition to payment of the sums herein provided, Authority shall pay County in quarterly installments, the cost of such additional law enforcement service.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Authority agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Authority and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Authority either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Reserved.

C.7 Change of Address

Authority shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C. 9 Reserved

C.10 Confidentiality

Authority shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Authority shall not use or disclose any identifying information for any other purpose other than carrying out the Authority's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Authority will designate an individual to serve as the primary point of contact for the Contract. Authority or designee must respond to County inquiries within two (2) business days. Authority shall not change the primary contact without written acknowledgement to the County. Authority will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The *Sheriff-Coroner-Public Administrator*, or designee, shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work for the Authority. If this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Authority shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Authority or its employees or agents. Such repairs shall be made immediately after Authority becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Authority fails to make timely repairs, the County may make any necessary repairs. The Authority, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may bill such costs in addition to any quarterly amounts due from the Authority to the County, as determined at the County's sole discretion.

C.14 Reserved

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Authority agrees that the Authority and the Authority's employees, while performing service involving the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Authority or Authority's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Authority shall inform all employees that are performing service for the Authority on County property, or using County equipment, of the County's objective of a safe, healthful and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other contract the Authority has with the County, if the Authority or Authority's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Authority shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status.

Authority shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and 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.

C.18 Reserved

C.19 Improper Influence

Authority shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Authority or officer or employee of the Authority.

C.20 Improper Consideration

Authority shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to this Contract. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Authority shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Authority. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the Authority determines that County's performance is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Authority warrants that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations to operate bus and transportation services within San Bernardino County. The Authority shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Authority will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Authority has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

Authority shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Authority or an agent of Authority or otherwise made available to Authority or Authority's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Authority or an agent of Authority in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Reserved

C.29 Reserved.

C.30 Air, Water Pollution Control, Safety and Health

Authority shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to performance of this Contract.

C.31 Reserved

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Authority's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Authority, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Reserved.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Authority or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Authority and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Authority for County.

C.38 Termination for Convenience

The County and the Authority each reserve the right to terminate the Contract, for any reason, with at least a one-year advance written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made by the Authority for services rendered and expenses reasonably incurred prior to the effective date of termination by the County. Upon receipt of termination notice County shall promptly discontinue services unless the notice directs otherwise. Authority shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the 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 and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Authority shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Authority shall make a reasonable effort to prevent employees, Authority, or members of governing bodies from using their positions for purposes that are, or give the appearance of, being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Authority's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Authority agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Authority. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Authority. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Authority. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Authority also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Authority is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Authority will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Authority is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Authority will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail. For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Authority as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Authority in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.45 Reserved

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Authority certifies that at the time the Contract is signed, the Authority signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Authority is cautioned that making a false certification may subject the Authority to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.47 Reserved.

C.48 Reserved.

C.49 California Consumer Privacy Act

To the extent applicable, if Authority is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Authority must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Authority must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Authority must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Authority must immediately provide to the County any notice provided by a consumer to Authority pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Authority must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C.50 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Authority is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Authority shall be provided advance written notice of such termination, allowing Authority at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

D. TERM OF CONTRACT

D.1 This Contract is effective as of February 1, 2023 and expires June 30, 2025 but may be terminated earlier in accordance with provisions of this Contract. The parties have the option to renew the Contract for two one-year periods, 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 which are not performed as a result of such termination. Neither party shall incur any liability to the other by reason of such termination.

- D.2** Notwithstanding the foregoing, in the event the County provides any services to Authority on a holdover basis after the date of Contract termination, Authority shall fully reimburse County for all costs of providing such services.
- D.3** County shall have the right to terminate this Contract if Authority does not make timely payments of its obligations hereunder to County.

E. COUNTY RESPONSIBILITIES

- 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 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 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** Two 55-hour patrol units (11 hours – Monday through Friday, 10:00 AM to 9:00 PM)
 - E.1.2.2** Two 10-hour patrol units (10 hours – Saturday, 10:00 AM to 8:00 PM)
 - E.1.2.3** Two 8-hour patrol units (8 hours – Sunday, 10:00 AM to 6:00 PM)
- E.2** The services to be provided by Sheriff hereunder shall also include all equipment (including repairs thereto or depreciation thereon), supplies, communications, administration, labor, any County retirement contributions, travel expenses, and all other services, obligations, or expenditures necessary or incidental to the performance of the duties to be performed by Sheriff under the terms of this Agreement. There shall be no reduction in County compensation under this agreement for normal downtime of vehicles. In all instances where special supplies, stationary, notices, forms, and any other similar items are to be issued in the name of the Authority and approved by the Sheriff, the same shall be supplied by Authority at its own cost and expense.
- E.3** Specific personnel and vehicles are assigned at the sole discretion of the Sheriff, who shall give due consideration to the needs of Authority.
- E.4** The standards of performance, methods of performance, discipline of officers, control of personnel, advancement in compensation of personnel, determination of proper law enforcement practices and procedures, and all other matters incidental to the manner of performance of services by Sheriff hereunder shall be determined by the Sheriff at his sole discretion. The responsibility of the Sheriff, and of County, to Authority hereunder shall be to provide, as an independent contracting agency, the services herein contracted, and Authority shall not have the right to determine or direct the manner or means of performance.
- E.5** All persons directly or indirectly employed by County in the performance of services provided to Authority hereunder will be employees of the County and will not be entitled to Authority pension, civil service, or other status or right.
- E.6** In the event of riot, civil commotion, or other emergency on Authority property which requires additional emergency or "back-up" service, County shall provide the same. In the event of such

an emergency, Authority property, personnel or equipment assigned by Sheriff for the performance of County's duties hereunder, may be utilized by Sheriff in connection with such an emergency. In cases where the Authority or its designee cannot be consulted prior to such deployment, such advisement must be made to the Authority or its designee immediately or as soon as possible thereafter. In any case, the Authority must be informed of the situation immediately or as soon as possible thereafter.

E.7 Other related services include the following:

- E.7.1** Directly respond to all incidents aboard the Authority's System vehicles and facilities requiring law enforcement presence or services as determined by Sheriff.
- E.7.2** Receive and file with the Authority the police and coroner reports for each fatality that occurs on the Authority's System or facilities.
- E.7.3** Investigate, follow-up, and prepare legal documents and case filings for Authority - related crimes including on-board incidents and those along the Authority right-of-way patrolled by other agencies, if applicable.
- E.7.4** Participate in bus safety, crime prevention, advocacy, and traffic safety programs.
- E.7.5** Provide enforcement details in areas identified in conjunction with Authority. Coordinate operations with the local police agency and Authority's staff.
- E.7.6** Perform traffic enforcement and community outreach relative to Authority operations.
- E.7.7** Provide on-board fare enforcement including issuance of citations for fare violations and other quality of life matters in conjunction with Authority's operations contractor and on an as needed basis. Sheriff shall provide a report of all fare enforcement activities.
- E.7.8** Provide monthly reports on citations and warnings, including data and comparison of fare violations by bus line, type of infraction, fare evasion rate, and the number of fare activities.
- E.7.9** Develop and update Memoranda of Understanding (MOUs) with law enforcement agencies from cities or the State of California not contracted with Sheriff for law enforcement services. The police departments along the Authority's established bus lines are expected to provide routine and emergency service to the buses, stations, and parking lots within their jurisdictions (as defined in the respective MOUs)
- E.7.10** Coordinate and provide required communication with local law enforcement and Coroner's office in response to Authority's law enforcement needs.
- E.7.11** Respond and coordinate the response of local law enforcement agencies to all Authority's System related crimes, accidents, and establish jurisdiction.
- E.7.12** Establish jurisdiction with local police jurisdictions and coordinate with each court of competent authority.
- E.7.13** Establish, manage and maintain filing and prosecutorial procedures with city and district attorneys, and courts in each jurisdiction.
- 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 covers. Provide Authority with a monthly report of on-board crimes by line, date,

time, and type of crime. Provide Authority with a monthly report of right-of-way crimes by bus line, date, time and type of crime.

E.7.15 Address other issues such as:

- E.7.15.1** Vandalism control and adjudication.
- E.7.15.2** Crowd control and civil disorder response.
- E.7.15.3** Identify and report visual and other right-of-way obstructions.
- E.7.15.4** Terrorism/threats to transit systems.
- E.7.15.5** Bus accidents.
- E.7.15.6** Car theft and abandonment on the right-of-way.
- E.7.15.7** Traffic enforcement.
- E.7.15.8** Vice activities, pickpockets, prostitution, gambling, homicide, human trafficking, drug trafficking.
- E.7.15.9** Trespassing related matters.

F. FISCAL PROVISIONS

- F.1** In consideration of County's performance of all services provided for herein, Authority shall pay to County, the annual sum per the rates in Schedule A attached hereto and incorporated by this reference, payable in monthly installments. Schedule A reflects rates in effect at the execution of this Contract. Said sum is subject to adjustment annually effective on July 1 of the County fiscal year (July 1 through June 30), and for any increases to salary and/or fringe benefits which may be granted by the Board of Supervisors to County employees within the County fiscal year. Such increases will be included in quarterly invoices billed to Authority. In addition to the annual cost, Authority will be responsible for payment of overtime costs incurred for training attended by Sheriff's staff, services requested by the Authority, or otherwise necessary to deliver and supplement services under this Contract, that are outside the assigned staff's regular shift. Such overtime or additional costs will be billed on quarterly invoices. Authority will issue payment to the County within thirty (30 days) upon receipt of a valid invoice.
- F.2** County shall have the right to adjust the rate for services performed under this agreement at the end of each fiscal year, and said rate may be adjusted upward or downward to reflect the actual cost.
- F.3** Authority shall hold County harmless for a reduction in law enforcement services resulting from labor relations actions and Authority's obligation to pay County shall be reduced for services not performed for that reason.
- F.4** **Reserved.**
- F.5** **Reserved.**
- F.6** **Reserved.**
- F.7** **Reserved.**

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

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 Authority under or in connection with any work, authority jurisdiction delegated to Authority under this Contract. It is understood and agreed that, pursuant to Government Code Section 895.4, Authority shall fully defend, indemnify and save harmless County, its officers, directors, employees or 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 Authority under or in connection with any work, authority

or jurisdiction delegated to Authority under this Contract. This provision shall survive termination of this contract.

Neither Authority, 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 Authority, its officers, directors, employees or agents from all claims, suits or actions of every 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.

Authority shall hold County harmless for a reduction in law enforcement services resulting from labor relations actions and Authority's obligation to pay County shall be reduced for services not performed for that reason.

Authority and the County agree that they will either carry commercial insurance coverages or self-insurance in lines and amounts sufficient to cover their respective potential liabilities under this Contract

H. RESERVED

I. RESERVED

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County
Sheriff's Department-Bureau of Administration
Contracts Unit
655 East Third Street
San Bernardino, CA 92415-0061*

*Victor Valley Transit Authority
Procurement Manager
17150 Smoke Tree Street
Hesperia, CA 92345*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

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

SAN BERNARDINO COUNTY

► Dawn M. Rowe
Dawn M. Rowe, Chair, Board of Supervisors

Dated: JAN 24 2023
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

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



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

By ► Kevin Kane
(Authorized signature - sign in blue ink)

Name Kevin Kane
(Print or type name of person signing contract)

Title Executive Director - CEO
(Print or Type)

Dated: 12/28/22

Address 17150 Smoke Tree Street
Hesperia, CA 92345

FOR COUNTY USE ONLY

Approved as to Legal Form
► Richard D. Luczak
Richard D. Luczak, Deputy County Counsel
Date 1/4/2023

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► Kelly Welty
Kelly Welty, Chief Deputy Director of
Sheriff's Administration
Date 1/4/23

SCHEDULE A
LAW ENFORCEMENT SERVICES CONTRACT
VICTOR VALLEY TRANSIT AUTHORITY
FY 2022-23

Deputy Sheriff Service Effective February 1, 2023

<u>LEVEL OF SERVICE</u>	FY 2022-23 <u>COST</u>
1 - Sergeant	349,709 ¹
4 - Deputy Sheriff (146 hours per week)	890,994 ¹
5 - Unmarked Unit - Slick Top	89,472 ²
Indirect Cost (37.69% of Direct Salaries and Benefits)	467,621
Cost for FY2022-23	\$ 1,797,796 ¹
Credit for Jul 1, 2022 to Jan 31, 2023	(1,048,714)
Net Cost	<u>\$ 749,082 ¹</u>

Monthly Payment Schedule

1 st payment due February 15, 2023:	\$149,818
2 nd through 5 th payments due the 5 th of each month:	\$149,816

Additional Costs Billed Quarterly

Transit Authority will be billed on a quarterly basis for actual hours of any overtime worked.

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.