# SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY METROLINK COMMUTER RAIL SYSTEM

# CONTRACT NO. SP594-23

# AMENDMENT No. 1

## REDLANDS PASSENGER RAIL LAW ENFORCEMENT SERVICES

This Amendment No. 1 to Contract No. SP594-23 (San Bernardino County Contract No.23-186) is made and entered into as of this 18<sup>th</sup> day on June 2025, by and between the Southern California Regional Rail Authority (hereinafter referred to as "Authority") and San Bernardino County, by and through its included Sheriff/Coroner/Public Administrator (hereinafter referred to as "Contractor").

### RECITALS

WHEREAS, the Authority is a joint powers Authority organized under Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities Code with power to contract for services described in Attachment A to this Contract entitled "Attachment A - Scope of Work" and "Attachment A-1, Scope of Work – Expansion of Law Enforcement Services to County Lines" (the "Services");

WHEREAS, the Contractor is a public law enforcement entity currently providing law enforcement services in a jurisdiction within the State of California;

WHEREAS, the Contractor represents it is qualified and willing to perform the Services set forth in this Contract for the compensation and in accordance with the terms, requirements, and conditions herein specified;

NOW, THEREFORE, the Authority and Contractor mutually agree to the following:

1) To delete Section 1. Scope of Work, and replace it with a new Section 1. Scope of Work as follows:

# 1. SCOPE OF WORK

The Contractor will perform the Services and related tasks as described in Attachment A-Scope of Work, and Attachment A-1 Expansion of Law Enforcement Services to County Lines, attached hereto and incorporated by this reference into and made a part of this Contract.

This is a non-exclusive Contract, whereby the Authority may, in collaboration and agreement with Contractor, augment the Services with its own forces or forces of another

contractor to patrol the Metrolink passenger lines that traverse through San Bernardino County. The Contractor will cooperate fully with the Authority's staff or other contractor that may be providing similar or the same Services for the Authority.

2) To delete Section 2. Period of Performance, and replace it with a new Section 2. Period of Performance as follows:

# 2. PERIOD OF PERFORMANCE

The period of performance will be from March 15, 2023 ("Effective Date") to June 30, 2026, unless earlier terminated pursuant to the provisions of this Contract.

3) To delete Sub-section 3.A, and replace it with a new Sub-section 3.A as follows:

# 3. PAYMENT

A. For the Contractor's full and complete performance of its obligations under this Contract, the Authority will pay the Contractor in accordance with the Attachment B – Cost Schedule, and Attachment B-1 – Cost Schedule, incorporated by this reference into and made a part of this Contract, and subject to the maximum cumulative payment obligation.

The Authority's maximum cumulative payment obligation under this Contract will be \$11,345,299.00, subject to change documented by an amendment to this Contract, signed by both parties, as listed in Attachment B – Cost Schedule and Attachment B – Cost Schedule, including all amounts payable to the Contractor for all costs including, but not limited to, direct labor, other direct costs, subcontracts, indirect costs including but not limited to leases, materials, taxes, insurance, and profit. Authority will be responsible for payment of overtime costs incurred by Contractor's staff for 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(s).

4) To delete Section 53. Electronic Signatures, and replace it with a new Section 53. Electronic signatures as follows:

# **53. ELECTRONIC SIGNATURES**

The 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.

- 5) To add a new Attachment A-1, Scope of Work Expansion of Law Enforcement Services to County Lines.
- 6) To add a new Attachment B-1 to Attachment B, Cost Schedule.

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

**IN WITNESS WHEREOF**, the parties hereto have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

Dawn Rowe Chair, Board of Supervisors Darren Kettle Chief Executive Officer

Date

95-6002748 Tax I.D. No.

# **APPROVED AS TO FORM:**

# **APPROVED AS TO FORM**

By

Don O. Del Rio General Counsel

By

Tom Bunton County Counsel

# ATTACHMENT A-1

# SCOPE OF WORK EXPANSION OF LAW ENFORCEMENT SERVICES TO COUNTY LINES

### I- Law Enforcement Services

San Bernardino County Sheriff's Department (SBCSD) provides law enforcement services for Metrolink trains and stations that operate in the Redlands Passenger Rail, in San Bernardino County. The terms for law enforcement services described in the existing Agreement with the Southern California Regional Rail Authority (SCRRA) for the Redlands Passenger Rail Agreement, Attachment A – Scope of Work, Section II, Scope of Work, Sub-sections A-D, shall be extended to include services described in this scope of work. Changes to this scope must be approved by the Authority project manager or designee.

### II- Stations Coverage

SBCSD shall patrol, perform fare enforcements, and assist local law enforcement relating to the following stations:

- A. San Bernardino Line Stations
  - i. Rialto
  - ii. Fontana
  - iii. Rancho Cucamonga
  - iv. Upland
  - v. Montclair
- B. Riverside Line Station
  - i. Ontario-East
- C. Inland Empire-Orange County Line Stations
  - i. San Bernardino Downtown
  - ii. San Bernardino Depot

# III- Memorandum of Understanding (MOU) with Los Angeles County Sheriff's Department

A MOU shall be entered between SBCSD and Los Angeles County Sheriff's (LASD) to the following:

A. Jurisdictions

There are three Metrolink Lines (San Bernardino, Riverside Line and Inland Empire-Orange County – see Table 1), that traverse through San Bernardino County. An agreement shall be established to define the jurisdiction and how incidents will be handled.

Overlapping Lines in San Bernardino County						
Line County		Stations				
San	Los Angeles	LA Union Station to Claremont				
Bernardino Line	San Bernardino	Montclair San Bernardino Downtown Station				
<b>D</b>	Los Angeles	LA Union Station to Pomona- Downtown				
Riverside Line	San Bernardino	Ontario-East				
	Orange County					
Inland Empire - Orange County	Riverside County					
Line	San Bernardino	San Bernardino Station to San Bernardino Downtown				
*See Map 1						

Table 1 Overlapping M	Metrolink Lines into San	Bernardino County*
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#### B. Deployment Model

SBSD and LASD shall agree on a deployment model that will effectively utilize resources to ensure the safety of our patrons, employees, and contractors. The deployment model shall address train security, fare enforcement, right-of-way enforcement, and grade-crossing enforcement.

C. Customer Code of Conduct

SBSD and LASD shall agree on the operating procedures to enforce SCRRA Customer Code of Conduct.

# IV- SECURITY COORDINATION

SBSD shall extend security coordination described in the Redlands Passenger Rail

Agreement, Attachment A – Scope of Work, Section II, Scope of Work, Sub-section C. Security Coordination, to include all local policing jurisdictions within San Bernardino County.

# V- Travel to Annual American Public Transportation Association Security and Emergency Management RoundTable

SBSD representative(s) shall attend the annual American Public Transportation Association Security and Emergency Management RoundTable. Annual funding for this event shall be provided for under this Contract.

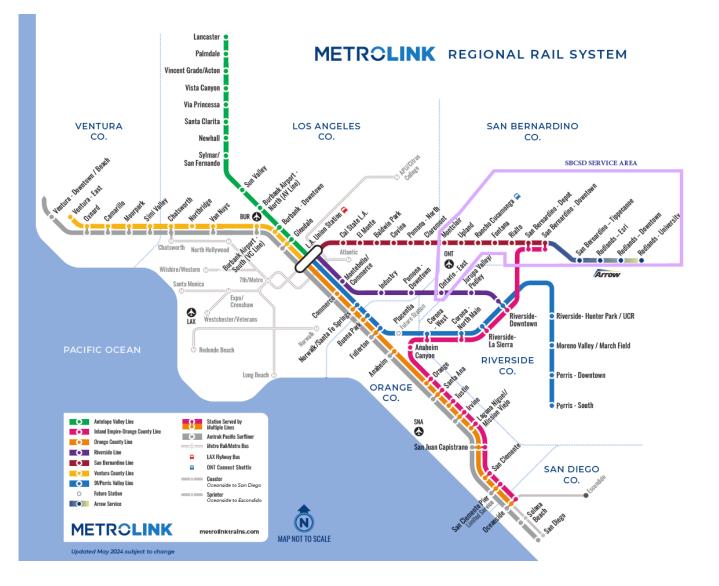
# VI- Hours of Service

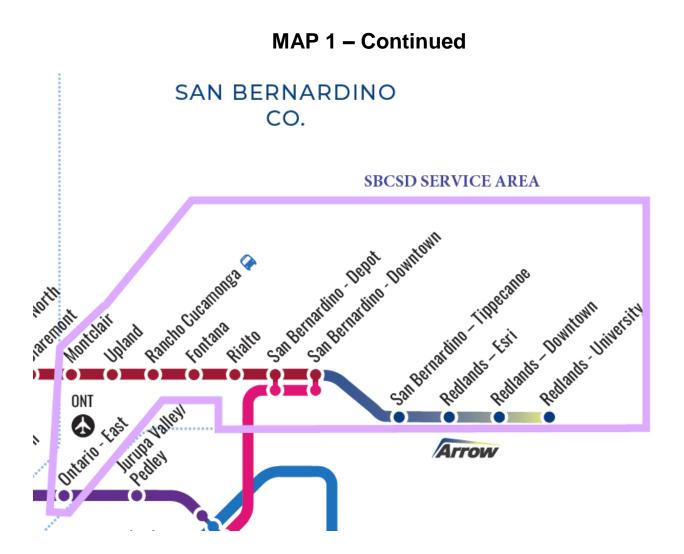
SBSD shall provide law enforcement service from Monday to Sunday. The hours of service shall account for the current train schedule that operates in San Bernardino County to ensure presence and response to incident(s).

# VII- CONTRACT PRICING MODEL

The annual cost escalation of this Contract will need to be authorized by Authority's project manager or his or her designee. All terms in Redlands Passengers Rail Agreement, Contract Pricing Model, shall remain in effect.







## ATTACHMENT B-1 COST SCHEDULE

### SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT

#### LAW ENFORCEMENT SERVICES CONTRACT SOUTHERN CALIFORNINA REGIONAL RAIL AUTHORITY FY 2025-26

#### Add 1 Detective/Corporal, 7 Deputies, 0.5 Sheriff's Service Specialist (SSS), 1 Office Specialist, 8 Unmarked Units & 0.5 SSS Pickup Truck

			FY 2025-26
LEVEL OF SERVICE		<u>COST</u>	
1.00	-	Sergeant	324,852 <sup>1</sup>
1.00	-	Detective/Corporal	275,764 <sup>1</sup>
12.00	-	Deputy Sheriff Tier 2	2,755,764 <sup>1</sup>
0.50	-	Sheriff's Service Specialist	47,772 <sup>1</sup>
1.00	-	Office Specialist	99,068 <sup>1</sup>
14.00	-	Unmarked Unit - Slick Top	312,432
0.50	-	Pickup Truck	5,491
		Indirect Cost (43.16% of Direct Salaries and Benefits)	1,511,990
		Startup Cost	36,829
		Overtime	222,920
		Indirect Cost for Overtime (43.16% of Direct Salaries and Benefits)	96,212
		Cost for FY2025-26	\$ <b>5,689,094</b> <sup>1</sup>

#### Additional Costs Billed Quarterly:

The Southern California Regional Rail Authority (Authority) will be billed on a quarterly basis for actual hours of any overtime worked for services provided under this Contract.

<sup>1</sup> 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 Authority on a quarterly invoice.