



**Contract Number**

\_\_\_\_\_

**SAP Number**

N/A

\_\_\_\_\_

### Sheriff/Coroner/Public Administrator

<b>Department Contract Representative</b>	Carolina Mendoza, Chief Deputy Director of Sheriff's Administration
<b>Telephone Number</b>	(909) 387-0640
<b>Agency</b>	Oro Grande School District
<b>Agency Representative</b>	S. Shawn Bell, Interim Superintendent
<b>Telephone Number</b>	(760) 243-5884
<b>Contract Term</b>	07/01/2026 through 06/30/2027
<b>Original Contract Amount</b>	\$294,935
<b>Amendment Amount</b>	-----
<b>Total Contract Amount</b>	\$294,935
<b>Cost Center</b>	4433101000
<b>Grant Number (if applicable)</b>	_____

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, the Oro Grande School District (District) requires the services of a School Resource Officer for its schools, **AND**;

**WHEREAS**, the San Bernardino County (County), through its included Sheriff/Coroner/Public Administrator (Sheriff), provides contract law enforcement services, including School Resource Officers;

**NOW, THEREFORE**, in consideration of mutual covenants and conditions, the District and the County hereby agree as follows:

**I. RIGHTS AND RESPONSIBILITIES OF THE COUNTY.**

- A. The County will provide law enforcement services in the form of a Deputy Sheriff, acting as a School Resource Officer for the District. 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.
- B. The County-provided services 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 the County under the terms of this agreement. In all instances where special supplies, stationery, notices, forms, and any other similar

items are to be issued in the name of the District and approved by the County, the same shall be supplied by the District at its own cost and expense.

- C. All persons directly or indirectly employed by the County in the performance of services provided to the District hereunder will be employees of the County and will not be entitled to the District pension, civil service, or other status or right.
- D. 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 the County hereunder shall be determined by the Sheriff at his sole discretion. The responsibility of the Sheriff and of the County to the District hereunder shall be to provide, as an independent contracting agency, the services herein contracted.
- E. In the event of riot, civil commotion, or other emergency on District property which requires additional emergency or "back-up" service, the County shall provide the same. In the event of such an emergency, District property, personnel, or equipment assigned by the Sheriff for the performance of the County's duties hereunder may be utilized by the County in connection with such an emergency. In cases where the District Superintendent or their designee cannot be consulted prior to such deployment, such advisement must be made to the District Superintendent's Office immediately or as soon as possible thereafter. In any case, the District Superintendent must be informed of the situation immediately or as soon as possible thereafter. The District shall be reimbursed for any resulting contractual service not performed.

## **II. CONSIDERATION.**

- A. In consideration for the County's furnishing and performance of all services provided for herein, the District shall pay to the County the annual cost stated on the attached Schedule A, payable in monthly installments. The annual cost is subject to adjustment, at any time, for any salary or fringe benefits increases that may be granted by the County Board of Supervisors to County employees. In addition to the annual cost, the District will be responsible for payment of overtime costs incurred for services requested by the District that fall outside of the Deputy Sheriff's regular shift. Such overtime will be billed on quarterly invoices. The District will issue payment to the County upon receipt of a valid invoice.
- B. The County shall have the right to renegotiate 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 of providing the services to the District in the event of any agreement extension.
- C. Otherwise than as is stated in this agreement, the District shall not be obliged to pay, and assumes no liability for, any cost, expenditure, charge, or liability whatsoever incurred by the County in, or related to, the performance of the provisions of this agreement by the County, and the County shall, in consideration for the payment of the sums herein above provided to be paid by the District to the County, hold the District harmless from any and all such other costs, expenditures, charges, or liabilities, except as otherwise provided in this agreement. The District shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment while engaged in the performance of services under this agreement on behalf of the County.

## **III. RIGHTS AND RESPONSIBILITIES OF THE DISTRICT.**

- A. To facilitate the performance of services hereunder by the County, the District and its officers, agents, and employees shall give their full cooperation and assistance within the scope of the duties and responsibilities of such officers, agents, and employees.

- B. The District shall have the right, at any time, to request, in writing, a higher level of service than herein described. Within a reasonable time after such request, the parties may amend this agreement, in a writing approved by the person(s) authorized to do so on behalf of the District and the County, in order for the County to provide the additional services and for the District to pay any additional costs that may be required to provide the added services, which the parties may then agree will be paid for on a quarterly basis.
- C. The District shall hold the County harmless for a reduction in law enforcement services resulting from labor relations actions and the District's obligation to pay the County shall be reduced for services not performed for that reason.

#### **IV. INDEMNIFICATION.**

The District agrees to indemnify, defend (with counsel reasonably approved by the County), and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this agreement resulting from the negligent acts, errors, or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefor except where such indemnification is prohibited by law.

The County agrees to indemnify, defend (with counsel reasonably approved by the District), and hold harmless the District and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this agreement resulting from the negligent acts, errors, or omissions of the County, its authorized officers, employees, agents, or volunteers, and for any costs or expenses incurred by the District on account of any claim therefor except where such indemnification is prohibited by law.

In the event that the District and/or the County are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this agreement, the County and/or the District shall indemnify the other to the extent of its comparative fault.

##### **A. Insurance – District and County**

The District and the County are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation. The District and County warrant that through their respective program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

##### **Waiver of Subrogation Rights**

The District shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the District and the District's employees or agents from waiving the right of subrogation prior to a loss or claim. The District hereby waives all rights of subrogation against the County.

##### **B. Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

##### **C. Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**V. TERM AND TERMINATION.**

This agreement is effective as of July 1, 2026 and expires June 30, 2027. This agreement, however, may be terminated at any time, with or without cause, by either party upon written notice given to the other at least ninety (90) days 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 the District 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.

**VI. NOTICES.**

Any and all notices required under this agreement shall be deemed given when deposited in the U.S. Mail, certified, postage prepaid. The addresses of the parties hereto, until further notice, are as follows:

District: Oro Grande School District  
19900 National Trails Highway  
Oro Grande, CA 92368

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

**VI. RIGHT TO EXERCISE COUNTY'S AUTHORITY.**

The Sheriff shall have the right to exercise the County's authority under this agreement, including the right to give notice of termination on behalf of the County, at his sole discretion.

**VII. FULL UNDERSTANDING.**

This agreement represents the full and complete understanding of the parties and supersedes all prior oral and written agreements or understandings between the parties. Any amendment to this agreement shall be in writing, signed by both parties.

- A. This agreement 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 agreement upon request.

**IN WITNESS WHEREOF**, San Bernardino County and the Contractor have each caused this agreement 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

Oro Grande School District  
\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name S. Shawn Bell  
*(Print or type name of person signing contract)*

Title Interim Superintendent  
*(Print or Type)*

Dated: \_\_\_\_\_

Address 19900 National Trails Highway  
Oro Grande, CA 92368

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
►  
\_\_\_\_\_  
Grace B. Parsons, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
►  
\_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
►  
\_\_\_\_\_  
Carolina Mendoza, Chief Deputy Director of  
Sheriff's Administration  
Date \_\_\_\_\_

**SCHEDULE A  
Law Enforcement Services Contract  
Oro Grande School District  
2026-27**

**190 Days of Service (180 Instructional Days)**

<u>LEVEL OF SERVICE</u>	<u>2026-27 COST</u>
0.73 - School Resource Officer	192,482 <sup>1</sup>
0.73 - Marked Unit	16,779
Indirect Cost (44.51% of Direct Salaries & Benefits)	85,674
<b>Cost for 2026-27 \$</b>	<b>294,935 <sup>1</sup></b>

**Monthly Payment Schedule**

1st payment due July 15, 2026:	\$24,588
2 <sup>nd</sup> through 12 <sup>th</sup> payments due the 5 <sup>th</sup> of each month:	\$24,577

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<sup>1</sup> Personnel costs include salary and benefits and are subject to change by Board of Supervisors' action.