



Contract Number

SAP Number

N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative
Telephone Number

John Ades, Captain
(909) 387-0640

Contractor
Contractor Representative

Colton Joint Unified School District
Brandon Dade, Assistant
Superintendent, Student Services

Telephone Number

(909) 580-6549

Contract Term

07/01/2021 through 06/30/2022

Original Contract Amount

\$469,177

Amendment Amount

Total Contract Amount

\$469,177

Cost Center

4433101000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the Colton Joint Unified School District (hereinafter referred to as "DISTRICT") requires the services of School Resource Officers for Bloomington High School and Grand Terrace High School, **AND**;

WHEREAS, the County of San Bernardino (hereinafter referred to as "COUNTY"), through the Sheriff/Coroner/Public Administrator Department (hereinafter referred to as "Sheriff"), provides contract law enforcement services, including School Resource Officers;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree hereto as follows:

I. RIGHTS & RESPONSIBILITIES OF THE COUNTY.

- A. 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 reference.
- B. The services to be provided by COUNTY 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 COUNTY

under the terms of this Agreement. In all instances where special supplies, stationary, 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 DISTRICT at its own cost and expense.

- C. All persons directly or indirectly employed by COUNTY in the performance of services provided to DISTRICT hereunder will be employees of the COUNTY and will not be entitled to 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 COUNTY hereunder shall be determined by the Sheriff at his sole discretion. The responsibility of the Sheriff and of COUNTY to 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, COUNTY shall provide the same. In the event of such an emergency, DISTRICT property, personnel or equipment assigned by Sheriff for the performance of COUNTY's duties hereunder, may be utilized by COUNTY in connection with such an emergency. In cases where the District Superintendent or his 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 COUNTY's furnishing and performance of all services provided for herein, DISTRICT shall pay to COUNTY, the annual sum per the attached Schedule A, payable in monthly installments. Said sum is subject to adjustment for any salary increases or fringe benefits which may be granted by the Board of Supervisors to COUNTY employees. In addition to the annual cost, DISTRICT will be responsible for payment of overtime costs incurred for services requested by the DISTRICT outside the Deputy's regular shift. Such overtime will be billed on quarterly invoices. DISTRICT will issue payment to the COUNTY upon receipt of a valid invoice.
- B. 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 in the event of any contract extension.
- C. Otherwise than is stated in this Agreement, DISTRICT shall not be obliged to pay, and assumes no liability for, any cost, expenditure, charge, or liability whatsoever incurred by COUNTY in, or related to, the performance of the provisions of this Agreement by the COUNTY, and COUNTY shall, in consideration for the payment of the sums herein above provided to be paid by DISTRICT to COUNTY, hold DISTRICT harmless from any and all such other costs, expenditures, charges, or liabilities except as otherwise provided in this Agreement. 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 this Agreement by COUNTY.

III. RIGHTS & RESPONSIBILITIES OF THE DISTRICT.

- A. To facilitate the performance of services hereunder by COUNTY, DISTRICT, 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. DISTRICT 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, COUNTY shall provide such additional personnel and vehicles as may be required to provide such additional services.

- C. In such an event, all provisions of this contract with respect to compensation to be paid by DISTRICT shall remain in full force and effect, but in addition to payment of the sums herein provided, DISTRICT shall pay COUNTY in quarterly installments, the cost of such additional law enforcement service.
- D. DISTRICT shall hold COUNTY harmless for a reduction in law enforcement services resulting from labor relations actions and DISTRICT's obligation to pay 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 contract 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 contract 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
DISTRICT and COUNTY are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation. 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

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 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.

The term of this contract shall be for a period of time commencing on July 1, 2021 through June 30, 2022. Notwithstanding the foregoing, this contract may be terminated at any time, with or without cause, by DISTRICT or by COUNTY 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 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 contract 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: Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

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 of San Bernardino County shall have the right to exercise the COUNTY's authority under this contract, including the right to give notice of termination on behalf of the COUNTY, at his sole discretion.

VII. FULL UNDERSTANDING.

This contract 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 contract shall be in writing, signed by both parties.

- A. If applicable, due to and for the duration of the COVID-19 pandemic, pursuant to the Uniform Electronic Transaction Act (Cal. Civ. Code §§ 1633.1 to 1633.17), and the San Bernardino County Board of Supervisors Resolution No. 2020-030, the parties hereto authorize the use of electronic, facsimile, and/or digital signatures in the execution of this Agreement and any of its subsequent amendments. Such signatures 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.

*****END OF SECTION*****

[with the exception of signatures, this page is intentionally left blank]

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, 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 the County of San Bernardino

By _____
Deputy

Colton Joint Unified School District

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name Frank Miranda, Ed.D.

(Print or type name of person signing contract)

Title Superintendent

(Print or Type)

Dated: _____

Address 1212 Valencia Drive

Colton, CA 92324

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Richard D. Luczak, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

John Ades, Captain

Date _____

SCHEDULE A
Law Enforcement Services Contract
Colton Joint Unified School District
2021-22

2 SRO's: 1- Bloomington High School; 1- Grand Terrace High School
190 Days of Service (180 Instructional Days)

| | | FY 2021-22 |
|--------------------------------|--|--------------------------------|
| <u>LEVEL OF SERVICE</u> | | <u>COST</u> |
| 1.46 | - School Resource Officer | 312,739 ¹ |
| 1.46 | - Marked Unit | 25,213 |
| | Indirect Cost (41.96% of Direct Salaries & Benefits) | 131,225 |
| Cost for FY2021-22 | | \$ 469,177 ¹ |

Monthly Payment Schedule

| | |
|--|----------|
| 1 st payment due July 15, 2021: | \$39,099 |
| 2 nd through 12 th payments due the 5 th of each month: | \$39,098 |

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