

**BEAUMONT UNIFIED SCHOOL DISTRICT
AGREEMENT FOR THE PROVISION AND FUNDING
OF SCHOOL RESOURCE OFFICER
(CITY OF BEAUMONT)**

THIS AGREEMENT FOR THE PROVISION AND FUNDING OF SCHOOL RESOURCE OFFICER ("Agreement"), entered into this ___ day of September, 2020 ("Effective Date") by and between the BEAUMONT UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California ("DISTRICT"), and the CITY OF BEAUMONT, a municipal corporation ("CITY"). CITY and DISTRICT are collectively referred to as the "Parties" and individually as a "Party." This Agreement is made in light of the following:

RECITALS

A. WHEREAS, CITY is a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of California; and

B. WHEREAS, DISTRICT is a political subdivision of the State of California located in Riverside County, California, and is organized and validly existing pursuant to the laws of the State of California; and

C. WHEREAS, DISTRICT is in need of a School Resource Officer ("SRO") at Beaumont High School ("BHS") and Glen View High School ("GVHS"), on a rotating or as-needed basis by DISTRICT (BHS, GVHS are collectively referred to as "Campuses" and individually as a "Campus"), to perform the following services ("Services"):

1. To act swiftly and cooperatively with school administration staff and other law enforcement personnel as required and permitted by law when responding to criminal offenses and/or major disruptions on Campus, such as but not limited to: disorderly conduct; fighting; trespassing; the possession and/or use of weapons on DISTRICT property to which the SRO is assigned; the illegal sale, use and/or distribution of controlled substances and alcohol; gang activity; and riots;

2. To serve as a mentor and role model for students;

3. To act as an integral part of the Campus Crisis Response Team, and to review and give input regarding the School Safety Plan;

4. To report/document crimes that occur on Campus and to investigate crimes that occur on Campus;

5. To liaise with other law enforcement officials in the investigations of criminal offenses which occur off-Campus but within the surrounding community; and

6. To work cooperatively to reduce the incidence of student truancy.

D. WHEREAS, CITY employs sworn peace officers specially trained, experienced and competent to provide the Services desired by DISTRICT and CITY is willing to provide such Services to DISTRICT on the terms and in the manner provided in this Agreement; and

E. WHEREAS, CITY and DISTRICT desire to join together in a collaborative effort to provide one (1) SRO, an employee of CITY, who will provide the Services described herein to DISTRICT at the Campuses described above, on a rotating or as-needed basis by DISTRICT.

F. NOW, THEREFORE, in consideration of the mutual representations, warranties, promises, and covenants set forth below, and for good and valuable consideration, the sufficiency of which is acknowledged by each of the Parties, the Parties agree as follows:

AGREEMENT

1. **TERM.** The term of this Agreement shall commence on September 1, 2020 and shall expire on June 30, 2023 ("Term"), unless terminated as specified in paragraph 10 of this Agreement.

2. **CITY'S DUTIES.**

a. **One (1) Full-Time Sworn Peace Officer.** Beginning on October 1, 2020, CITY shall provide one (1) full-time sworn peace officer with the Beaumont Police Department to serve as SRO and provide the Services. The SRO shall perform the Services under the supervision and control of the Beaumont Chief of Police ("Chief of Police"). The type and manner of performance of the Services are intended to promote safety in the learning environment. The Services contemplated by this Agreement are limited to the Campuses defined in the Recitals set forth above.

b. **Additional SRO.** At the request of DISTRICT, CITY may employ and assign SROs in addition to the one allocated pursuant to paragraph 2.a. subject to the written amendment to this Agreement, signed by CITY and DISTRICT, which shall also include the assignments, duties, and compensation of the additional SROs.

c. **Assignment of SRO.** CITY shall assign one (1) SRO to the Campuses identified in the Recitals set forth above on a rotating or as-needed basis. Prior to assignment to a particular site, the Chief of Police or his designee will consult with DISTRICT staff and receive input on DISTRICT's needs and concerns. The Services performed by the SRO pursuant to this Agreement are not intended to replace those services provided by existing DISTRICT security personnel.

d. **Selection of SROs.** While CITY will confer in good faith with DISTRICT regarding the particular Beaumont Police Officer assigned to serve as an SRO under this Agreement, CITY shall retain ultimate decision-making authority regarding officer selection. CITY will make reasonable efforts not to reassign any SRO when school is in session. To the extent that DISTRICT is dissatisfied with the performance of an SRO provided under this Agreement, DISTRICT and CITY shall meet and confer and attempt to resolve the issues presented; however, to the extent DISTRICT's dissatisfaction is not remedied, CITY shall nevertheless have ultimate authority to determine whether or not any SRO assigned under this Agreement shall be replaced by a different Beaumont Police Officer.

e. **Supervision and Control.** CITY, in its sole discretion, shall have the power and authority to hire, assign, discharge and discipline the SRO. DISTRICT staff may participate with CITY staff in review and determination of SRO school placement/assignment as described in this Agreement.

As an employee of CITY, and not an employee of DISTRICT, the SRO shall follow the Beaumont Police Department's chain of command and report first to the assigned supervisor as prescribed by CITY.

In the performance of his/her duties, the SRO shall coordinate and communicate with the principal or the principal's designee of the Campus to which the SRO is assigned.

3. **DISTRICT DUTIES.** In addition to other duties specified in this Agreement, DISTRICT shall do the following:

a. **Staff Liaison.** DISTRICT shall designate a staff member to serve as liaison to the Beaumont Police Department to facilitate communication between DISTRICT personnel and the SRO and to coordinate the SRO's activities with DISTRICT activities and events.

b. **DISTRICT Personnel - Cooperation.** DISTRICT personnel shall cooperate with the SRO to facilitate the SRO's performance of Services pursuant to this Agreement.

4. **OPERATIONAL PROCEDURES.**

a. **Uniformed SROs.** The SRO will perform his/her duties in police uniform. This uniform will include safety equipment designated for use by sworn personnel pursuant to Beaumont Police Department policies and practice.

b. **Hours of Work.**

1) The SRO provided under this Agreement will ordinarily work on a 9/80 schedule during the workweek; typically, Tuesday through Friday, and every other Monday. CITY maintains the right to alter this schedule based on any applicable Memorandum of Understanding ("MOU") between CITY and its employee organizations. Coverage for days on which the assigned SRO is not available will be provided by other law enforcement officers of CITY as determined by the Chief of Police.

2) Specific SRO Campus workday schedules will be established by agreement of CITY's SRO supervisor and the principal of the campus to which the SRO is assigned, subject to the ultimate discretion of the Chief of Police.

3) For school vacations, holidays, and other times when school is not in session and/or the SRO's presence is not required on Campus, each SRO shall report to CITY, at the discretion of the Chief of Police or his designee, and shall provide investigation and support of other DISTRICT law enforcement needs.

4) The SRO will be assigned to the appropriate Campus handling programs during summer school, and report to CITY when summer school is not in session.

c. **Absences.** In the event the SRO provided under this Agreement is absent from work when school is in session, the SRO shall notify both his/her CITY supervisor and the principal or designee of the Campus to which the SRO is assigned. DISTRICT recognizes that there will be times when an SRO provided under this Agreement is necessarily absent from Campus, for example, when CITY experiences emergencies requiring additional manpower, disasters, court appearances, or mandatory attendance for training. Under such circumstances, and as availability may dictate, a Beaumont Police Officer may be assigned to designated Campuses if the SRO's absence extends past ten (10) days as determined by the Chief of Police or his designee. DISTRICT also recognizes that the SRO may exercise his/her right to transfer from the SRO assignment, per existing CITY policy and/or the applicable employee organization MOU.

d. **Equipment, Supplies, and Workspace.**

1) **Safety Equipment.** CITY agrees to provide safety equipment as prescribed by Beaumont Police Department policy for each SRO.

2) **Motor Vehicles.** CITY shall provide each SRO with access to a vehicle as

prescribed by Beaumont Police Department policy. DISTRICT shall pay CITY \$665 each month for nine (9) months for each fiscal year of the Agreement for costs of the SRO vehicle.

3) **Computers.** CITY shall provide each SRO with access to CITY's law enforcement programs and networks as prescribed by Beaumont Police Department policy. DISTRICT agrees to provide to each Campus with SRO access to the DISTRICT email system and such other computerized systems as are specifically authorized in writing by the designated DISTRICT office level administrator responsible, but only to the extent necessary to carry out the purposes of this Agreement, and only to the extent privacy or other laws are not compromised.

4) **Telecommunications.** CITY agrees to supply each SRO with a cellular phone. DISTRICT agrees to furnish an on-Campus telephone instrument and dedicated telephone line for business use by each SRO. DISTRICT agrees to furnish a facsimile machine or make a facsimile machine available on each Campus for SRO use.

5) **Radio Communications.** If DISTRICT operates a radio network for staff or security at the Campus to which each SRO is assigned, DISTRICT agrees to furnish the SRO with a transceiver with which to access and utilize the radio network.

6) **Supplies.** DISTRICT agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of his/her duties. CITY agrees to supply each SRO with specialized law enforcement/court/department forms.

7) **Workspace.** DISTRICT agrees to provide each SRO with a private office accessible to the students on Campus and equipped with suitable seating, work surface, air conditioning/heating and secure storage. DISTRICT agrees to provide such workspace that will not infringe upon an SRO/minor's right to confidentiality.

8) **Student Records.** DISTRICT shall allow the SROs to inspect and copy any student records maintained by the DISTRICT and/or Campus, including yearbooks and student directory information, as defined in Education Code 49061. The SRO who is serving as a "school official" under the family Educational Rights and Privacy Act (FERPA) may not disclose personally identifiable information (PII) from education records to others, including other employees of his or her local police department who are not acting as school officials, without consent unless the redisclosure fits within one of the exceptions to FERPA's consent requirement.

If information in a student's cumulative records or other confidential record is needed in an emergency to protect the health or safety of the student or other individuals, DISTRICT shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need for the information to meet the emergency situation; and the extent to which time is of the essence.

If information from confidential student records is needed, but no emergency situation exists, the information may be released only upon probable cause and exigent circumstances, the issuance of a court order, or by written authorization of the parent/guardian.

CITY and the SRO will comply with policies of DISTRICT relative to the release of student information, except as provided herein.

5. DISTRICT'S PAYMENT OF COSTS.

a. **SRO Costs.** The total estimated cost of an SRO for the entire Term of this Agreement shall not exceed **\$397,280.00** ("Estimated Cost"). DISTRICT agrees to pay CITY 100% of the Estimated Cost (inclusive of salary and benefits) for the SRO provided under this Agreement. Payment shall be according to a three-year fiscal year (FY) schedule as follows:

1) In year one (FY2020/21) of this Agreement, the estimated total cost for the SRO shall not exceed **\$100,465 for the months of October 2020-June 2021** ("FY20/21 Estimated Cost"). The DISTRICT agrees to pay the prorated cost (inclusive of salary and benefits) of the SRO selected for the position. DISTRICT shall pay to CITY the FY20/21 Estimated Cost during the first fiscal year term of this Agreement. The FY20/21 Estimated Cost shall be paid in seven (7) separate, equal monthly installments. The installments shall be paid to CITY commencing on October 1, 2020* and continuing through April 1, 2022.

*Actual billing for FY 20/21 is dependent on date of assignment of SRO to Campus with students and prorated as agreed upon by CITY and DISTRICT in accordance with guidelines as ordered by the Governor of the State of California and/or County Public Health Officials.

2) In year two (FY2021/22) of this Agreement, the estimated total cost for the SRO shall not exceed **\$132,400.00** ("FY21/22 Estimated Cost"). Any cost increase over year one is due to an estimated cost-of-living increase for Beaumont Police Officers effective January 1, 2021. DISTRICT shall pay to CITY the FY21/22 Estimated Cost during the second fiscal year term of this Agreement. Said sum shall be paid in nine (9) separate, equal monthly installments. The installments shall be paid to CITY commencing on July 1, 2021 and continuing through March 1, 2022.

3) In year three (FY2022/23) of this Agreement, the estimated total cost for the SRO shall not exceed **\$135,710.00** ("FY22/23 Estimated Cost"). The cost increase over year two is due to an estimated cost-of-living increase for Beaumont Police Officers effective January 1, 2022. DISTRICT shall pay to CITY FY22/23 Estimated Cost during the third fiscal year term of this Agreement. Said sum shall be paid in nine (9) separate, equal monthly installments. The installments shall be paid to CITY commencing on July 1, 2022 and continuing through March 1, 2023.

b. **Operational Costs.** DISTRICT shall pay for necessary SRO equipment, supplies, and workspaces as described in paragraph 4.d of this Agreement.

6. EMPLOYMENT PRACTICES. CITY and DISTRICT, by execution of this Agreement, certify that neither Party shall discriminate against any person upon the basis of race, color, creed, national origin, age, sex, sexual orientation, disability, marital status, or other legally protected characteristic in their respective employment practices.

7. EMPLOYMENT AND RELATIONSHIP OF THE PARTIES. CITY and DISTRICT are and at all times shall be considered entirely independent of one another. Neither Party shall be considered as the agent, representative or independent contractor of the other. Likewise, neither Party shall be deemed the employee of the other under any federal, state or local law or regulation, including but not limited to laws governing unemployment insurance, workers' compensation, industrial illness or accident coverage, tax withholding, or labor and employment in general. Any and all SRO is an employee solely of CITY, and remains subject to the administration, supervision and control of CITY. SRO is subject to all personnel policies and practices if CITY and the applicable MOU between CITY and its employee organizations.

8. **APPLICABLE LAWS.** CITY provides the services specified herein in accordance with any and all applicable federal and state statutes, regulations, and directives.

9. **MUTUAL INDEMNITY.**

a. DISTRICT shall indemnify, defend and hold harmless CITY, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of DISTRICT, its officers, agents, employees, or anyone directly or indirectly acting on behalf of DISTRICT, regardless of whether caused in part by a party indemnified hereunder.

b. CITY shall indemnify, defend and hold harmless DISTRICT, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of CITY, its officers, agents, employees, or anyone directly or indirectly acting on behalf of CITY, regardless of whether caused in part by a party indemnified hereunder.

c. This mutual indemnification agreement is adopted pursuant to Government Code section 895.4 and in lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code section 895.6.

10. **TERMINATION.** DISTRICT or CITY may terminate this Agreement without cause any time after the Effective Date, by giving a thirty (30) day written notice to the other Party. In the event of termination, DISTRICT shall compensate CITY for Services performed to the date of termination. CITY shall continue to provide Services after notice to terminate and during the thirty (30) day notice period unless DISTRICT, in the notice, requests CITY not perform Services. The notice shall be deemed given when personally delivered to the DISTRICT or CITY representative or three (3) days after the date the notice is deposited in the United States mail, first-class postage paid, and addressed to the appropriate representative as specified in this Agreement.

11. **AMENDMENTS.** No modification or amendment to this Agreement shall be valid unless it is set forth in writing and is signed by the Parties thereto.

12. **WAIVER.** Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

13. **INCORPORATION OF RECITALS.** The Parties repeat and incorporate the recitals set forth above as if fully set forth herein.

14. **SEVERABILITY.** If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

15. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and the Parties agree that venue shall be in Riverside County, California.

16. **INTERPRETATION.** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an

instrument in writing; executed by the Parties to this Agreement and by no other means. Each Party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between DISTRICT and CITY regarding the subject matter of this Agreement. It supersedes all prior or contemporaneous agreements, commitments, representations, writings and discussions between DISTRICT and CITY relating to the subject matter of this Agreement.

18. **INSURANCE.** DISTRICT and CITY shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with their respective participation and the participation of their respective agents, representatives, employees or subcontractors. CITY shall maintain Worker's Compensation Insurance (Statutory Limits) for CITY's personnel. These insurance requirements may be satisfied with a certificate of self-insurance.

19. **NON-WAIVER.** The waiver by either Party of any breach of any term, covenant, or condition contained in the Agreement, or any default in their performance of any obligations under the Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

20. **SUCCESSORS AND ASSIGNS.** CITY and DISTRICT respectively bind themselves, their successors, assigns, and legal representatives. Neither Party shall assign or transfer any interest in the Agreement without the other Party's prior written consent.

21. **TIME.** Time is of the essence with regard to each and every provision of this Agreement.

22. **NOTICE/ REPRESENTATIVES.** Notices concerning this Agreement shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

TO DISTRICT:

Beaumont Unified School District
Attn: Maureen Latham, Superintendent
350 Brookside Avenue
Beaumont, CA 92223

TO CITY:

Beaumont Police Department
Attn: Sean Thuilliez, Chief of Police
660 Orange Avenue
Beaumont, CA 92223

CITY and DISTRICT have designated the foregoing representatives to receive notices and act in their respective agency's behalf in the administration of this Agreement.

23. **NO THIRD-PARTY BENEFICIARY.** This Agreement, including, but not limited to, the indemnification provisions, is for the benefit of the Parties herein only and does not create, nor is it

Signatures on the following page.

**SIGNATURE PAGE TO
BEAUMONT UNIFIED SCHOOL DISTRICT
AGREEMENT FOR THE PROVISION AND FUNDING
OF SCHOOL RESOURCE OFFICER
(CITY OF BEAUMONT)**

intended to create, any benefit or liability to third parties.

IN WITNESS THEREOF, CITY and DISTRICT have caused this Agreement to be executed on the respective dates set forth below.

"DISTRICT"

BEAUMONT UNIFIED SCHOOL DISTRICT

By: *Penni Harbauer*
Penni Harbauer, Assistant Superintendent of
Business Services
Date: Sep 16, 2020

"CITY"

CITY OF BEAUMONT

By: _____
Rey Santos, Mayor
Date: _____

ATTEST:

By: _____

ATTEST:

By: _____
Steven Mehlman, CITY Clerk

APPROVED AS TO FORM:

By: _____
DISTRICT Attorney

APPROVED AS TO FORM:

By: _____
John O. Pinkney, CITY Attorney

**ADDENDUM TO BEAUMONT UNIFIED SCHOOL DISTRICT
AGREEMENT FOR THE PROVISION AND FUNDING
OF SCHOOL RESOURCE OFFICER
(CITY OF BEAUMONT)**

THIS ADDENDUM TO AGREEMENT FOR THE PROVISION AND FUNDING OF SCHOOL RESOURCE OFFICER ("Addendum"), is entered into this ___ day of September, 2020 ("Effective Date") by and between the BEAUMONT UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California ("DISTRICT"), and the CITY OF BEAUMONT, a municipal corporation ("CITY"). CITY and DISTRICT are collectively referred to as the "Parties" and individually as a "Party." This Agreement is made in light of the following:

RECITALS

A. WHEREAS, CITY and DISTRICT entered into the AGREEMENT FOR THE PROVISION AND FUNDING OF SCHOOL RESOURCE OFFICER ("Agreement") on even date; and

B. WHEREAS, according to the Agreement, CITY agreed to provide DISTRICT with a School Resource Officer ("SRO") at Beaumont High School ("BHS") and Glen View High School ("GVHS"), on a rotating or as-needed basis by DISTRICT to perform the services set forth in paragraph C of the Recitals set forth in the Agreement ("Services"); and

C. WHEREAS, conditions of disaster or of extreme peril to the health and safety of persons and property have arisen both internationally and within the United States as a result of the introduction of the novel coronavirus (COVID-19), a novel communicable disease which led to California Governor Gavin Newsom, to proclaim a State of Emergency for California on March 4, 2020 and a Shelter in Place Order on March 19, 2020; and

D. WHEREAS, in connection with the State of Emergency declared in California, on July 17, 2020, Governor Newsom announced that all public and private schools will start virtually and may not provide in-person instruction if they are located in a county that is on the state's monitoring list. Riverside County is currently on the California Department of Public Health's monitoring list for COVID-19; and

E. WHEREAS, because DISTRICT is conducting virtual instruction to DISTRICT's students as required by the Governor's order, the Services agreed to by CITY and DISTRICT in the Agreement cannot be performed at this time because there are currently no students on campus. The Parties, however, acknowledge and agree that during this period of virtual instruction, the SRO may perform other important functions for DISTRICT as described further in this Addendum; and

F. NOW, THEREFORE, in consideration of the mutual representations, warranties, promises, and covenants set forth below, and for good and valuable consideration, the sufficiency of which is acknowledged by each of the Parties, the Parties agree as follows:

ADDENDUM

1. Recitals. The Recitals set forth above are hereby incorporated into this Addendum by this reference, as though fully set forth herein.

2. Modification of SERVICES during COVID-19 State of Emergency. This Addendum temporarily modifies the Services to be performed by the SRO during the period of virtual instruction due to the COVID-19 pandemic as follows:

a. Virtual Instruction. Beginning on October 1, 2020, while DISTRICT is instructing its Middle School and High School students virtually, the SRO will perform student/family engagement by engaging in family contacts and performing student welfare checks involving DISTRICT's kindergarten through twelfth grade students as requested by DISTRICT ("Family Engagement Services").

b. Hybrid Instruction. As the State of California and the County of Riverside begin to ease/lift the restrictions related to student instruction and DISTRICT begins instructing Middle School and/or High School students both virtually and in-person, commonly referred to as a hybrid model of instruction, the SRO will perform the Services set forth in the Agreement and the Family Engagement Services, described in paragraph 2.a. herein, involving DISTRICT's sixth grade through twelfth grade students, only as requested by DISTRICT.

c. In Person Instruction. As the State of California and the County of Riverside continue to ease/lift the restrictions related to student instruction and DISTRICT begins instructing Middle School and/or High School students in-person only, the SRO will resume performing only the Services set forth in the Agreement.

d. The Parties understand and agree that due to the uncertain nature of COVID-19 and the uncertain duration of the State of Emergency, DISTRICT may be required to move back and forth between (1) virtual instruction, (2) hybrid instruction, and (3) in person instruction. Therefore, until the State of Emergency is lifted and DISTRICT is authorized to conduct all instruction in person for an extended period of time, this Addendum shall apply to the Services performed by the SRO unless otherwise agreed to by the Parties in writing.

3. Capitalized Terms. Capitalized terms herein have the same meaning as used in the Agreement unless otherwise noted.

4. All Counterparts. This Addendum may be executed in several counterparts, each of which shall be deemed to be an original and shall constitute one and the same instrument and shall become binding upon the Parties when at least one copy hereof shall have been signed by the Parties hereto.

5. Conflicts. In the event there exist any conflict between the terms of this Addendum and the Agreement as executed, the terms of this Addendum shall be superseding.

6. Remaining Provisions. All other remaining terms and conditions of the Agreement as shall remain unchanged.

Signatures on the following page.

**SIGNATURE PAGE TO
ADDENDUM TO BEAUMONT UNIFIED SCHOOL DISTRICT
AGREEMENT FOR THE PROVISION AND FUNDING
OF SCHOOL RESOURCE OFFICER
(CITY OF BEAUMONT)**

IN WITNESS THEREOF, CITY and DISTRICT have caused this Addendum to be executed on the respective dates set forth below.

"DISTRICT"

BEAUMONT UNIFIED SCHOOL DISTRICT

By: *Penni Harbauer*
Penni Harbauer, Assistant Superintendent of
Business Services

Date: Sep 16, 2020

"CITY"

CITY OF BEAUMONT

By: _____
Rey Santos, Mayor

Date: _____

ATTEST:

By: _____

ATTEST:

By: _____
Steven Mehlman, CITY Clerk

APPROVED AS TO FORM:

By: _____
BUSD Attorney

APPROVED AS TO FORM:

By: _____
John O. Pinkney, CITY Attorney