

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

THIS AMENDMENT TO AGREEMENT FOR THE PROVISION AND FUNDING OF SCHOOL RESOURCE OFFICER ("School Resource Officer Agreement") is made and entered into this 17th day of August 2021 ("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").

RECITALS

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

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

WHEREAS, on October 1st, 2020, CITY and DISTRICT entered into the School Resource Officer Agreement for 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 services ("Services") set forth in the School Resource Officer Agreement; and

WHEREAS, section 2.a. of the School Resource Officer Agreement provides for:

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; and

WHEREAS, section 2.b. of the SRO Agreement states:

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.

NOW THEREFORE, as agreed to in section 2.b. of the School Resource Officer Agreement, DISTRICT and CITY desire and agree to amend section 2.a. of the School Resource Officer Agreement to add an additional SRO as further described in the Agreement below.

AGREEMENT

1. RECITALS

The Recitals set forth above are hereby incorporated into the First Amendment by this reference, as though fully set forth herein.

2. ADDITION OF AN SRO

Section 2.a. of the School Resource Officer Agreement is hereby amended as follows:

Two (2) Full-Time Sworn Peace Officers. Beginning on September 1, 2021, CITY shall provide two (2) full-time sworn peace officers with the Beaumont Police Department to serve as SROs and provide the Services. The SROs 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.

School Resource Officer #1 shall be assigned to the Beaumont High School, Glen View High School, and 21st Century Learning Institute. School Resource Officer #2 shall be assigned to Mountain View Middle School, San Gorgonio Middle School and on an as needed basis to the Elementary Schools located within the City of Beaumont.

3. ATTORNEY'S FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this First Amendment or as a result of any alleged breach of any provision of the First Amendment, the prevailing party of such suit or proceeding shall be entitled to recover its cost and expenses, including reasonable attorney's fees, and any judgement or decree rendered in such a proceeding shall include an award thereof.

4. DISTRICT'S PAYMENT OF COSTS

The total estimated cost of the second SRO for the remaining two years of this agreement shall not exceed \$322,400.00 (\$161,200.00 per year). The 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 broken up into the two remaining fiscal years per the Agreement. 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.

5. COUNTERPARTS

This First Amendment 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 CITY and DISTRICT when at least one copy hereof shall have been signed by CITY and DISTRICT.

6. CONFLICTS

In the event there exist any conflict between the terms of this First Amendment and the School Resource Officer Agreement as executed, the terms of this First Amendment shall be superseding.

7. REMAINING PROVISIONS

All other remaining terms and conditions of the School Resource Officer Agreement as amended shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the original School Resource Officer Agreement to be executed as of the date first written above.

“DISTRICT”

“CITY”

BEAUMONT UNIFIED SCHOOL DISTRICT

CITY OF BEAUMONT

By: _____
Penni Harbauer, Assistant Superintendent of
Business Services

By: _____
Mike Lara, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

School District's, Attorney

John O. Pinkney, City Attorney