

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

THIS AGREEMENT FOR THE PROVISION AND FUNDING OF SCHOOL RESOURCE OFFICERS ("Agreement") is made and entered into this 1<sup>st</sup> day of July 2023 ("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 California 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 three (3) full-time sworn School Resource Officers (each referred to as "SRO") at Beaumont High School ("BHS"), Glen View High School ("GVHS"), Mountain View Middle School ("MVMS"), San Geronio Middle School ("SGMS") Summerwind Trails K-8 School ("STS"), and when determined and agreed to by representatives of CITY and DISTRICT, at DISTRICT elementary schools located within the boundaries of the City of Beaumont ("Elementary Schools"), on a rotating or as-needed (BHS, GVHS, MVMS, SGMS, STS and Elementary Schools are collectively referred to as "Campuses" and individually as a "Campus"), to perform the following services ("Services"):

1. To act swiftly and cooperatively with Campus administration staff and other law enforcement personnel as required and/or 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; and

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 three (3) SROs, employees of CITY, who will provide the Services described herein to DISTRICT at the Campuses described above, on a rotating or as-needed bases by DISTRICT.

**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 July 1, 2023 and shall expire on June 30, 2026 ("Term") unless terminated as specified in paragraph 10 of this Agreement.

2. CITY'S DUTIES.

a. Three (3) Full Time Sworn Law Enforcement Officers. Beginning on July 1, 2023, CITY shall provide three (3) full-time sworn Law Enforcement Officers with the Beaumont Police Department ("BPD") to serve as SROs and provide the Services. The SRO shall perform the Services under the supervision and control of the BPD 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. Assignment of SRO. CITY shall assign three (3) SROs 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 SROs pursuant to this Agreement are not intended to replace those services provided by existing DISTRICT security personnel.

c. Selection of SROs. While CITY will confer in good faith with DISTRICT regarding the particular BPD Law Enforcement Officers assigned to serve as SROs 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 SROs assigned under this Agreement shall be replaced by a different BPD Law Enforcement Officer.

d. 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 BPD'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 BPD to facilitate communication between DISTRICT personnel and the SROs and to coordinate the SROs' activities with DISTRICT activities and events.

b. DISTRICT Personnel Cooperation. DISTRICT personnel shall cooperate with the SROs to facilitate the SROs' performance of Services pursuant to this Agreement.

4. OPERATIONAL PROCEDURES.

a. Uniformed SRO. The SROs will perform their duties while dressed in BPD Law Enforcement Officer uniform. This uniform shall include safety equipment designated for use by sworn personnel pursuant to BPD policies and practice.

b. Hours of Work.

1) The SROs provided under this Agreement will ordinarily work on a 9/80 schedule during the workweek; typically, either Monday through Thursday and every other Friday, or 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 SROs are not available will be provided by other BPD Law Enforcement Officers 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 SROs' 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 an 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 BPD Law Enforcement 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 SROs may exercise his/her rights 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 BPD policy for each SRO.

2) Motor Vehicles. CITY shall provide each SRO with access to a vehicle as prescribed by BPD policy. DISTRICT shall pay CITY **Six Hundred Sixty Five Dollars And No/100 (\$665.00)** each month for nine (9) months for each fiscal year of the Agreement for costs of two (2) SRO vehicles. DISTRICT shall purchase a third SRO vehicle and pay costs and outfitting, as determined by the Chief of Police, totaled at **Eighty Eight Thousand Five Hundred Twenty Seven Dollars And No/100 (\$88,527.00)** as set forth in section 5.a.4 below.

3) Computers. CITY shall provide each SRO with access to CITY's law enforcement programs and networks as prescribed by BPD 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, as determined by the Chief of Police in his sole and absolute discretion.

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's and/or minor's right to confidentiality.

8) Student Records. DISTRICT shall allow the SROs to inspect and copy any student records maintained by DISTRICT and/or Campus, including yearbooks and student directory information, as defined in Education Code section 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 BPD Law Enforcement Officers or personnel who are not acting as school officials, without consent as required under FERPA 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 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 SROs will comply with policies of DISTRICT and applicable law, including but not limited to FERPA, relative to the release of student information.

5. DISTRICTS PAYMENT OF COSTS.

a. SRO Costs. The total estimated cost of the three (3) SROs for the three (3) years of this Agreement shall not exceed **Two Million Twenty Seven Thousand Four Hundred Forty Four Dollars And No/100 (\$2,027,443)**. DISTRICT agrees to pay CITY 100% of the estimated cost (inclusive of salary, benefits, and vehicles) for the SROs provided under this Agreement. CITY shall provide each SRO with access to a vehicle as prescribed by BPD Policy. DISTRICT shall pay CITY a shall not exceed amount of **Eleven Thousand Nine Hundred Seventy Dollars And No/100 (\$11,970.00)** which is **One Thousand Three Hundred Thirty Dollars and No/100 (\$1,330.00)** each month for nine (9) months for each fiscal year of the Agreement for the cost of two (2) SRO vehicles. DISTRICT shall purchase a third SRO vehicle and pay costs and outfitting as set forth below.

1) Year One Costs. In year one (FY2023/24) of this Agreement, the estimated total cost for the SROs shall not exceed **Seven Hundred Sixty Four Thousand Nine Hundred Thirty One Dollars And No/100 (\$764,931.00)** ("FY23/24 Estimated Cost"). DISTRICT agrees to pay the cost (inclusive of salary, benefits, and vehicle) of the SROs selected for the positions. DISTRICT shall pay to CITY the FY23/24 Estimated Cost during the first fiscal year term of this Agreement. The FY23/24 Estimated Cost shall be paid in four (4) quarterly installments of a not to exceed amount of **One Hundred Ninety One Thousand Two Hundred Thirty Two Dollars And 75/100 (\$191,232.75)**. The installments shall be paid to CITY commencing on July 1, 2023, and continuing through June 30, 2024.

2) Year Two Costs. In year two (FY2024/25) of this Agreement, the estimated total cost for the SROs shall not exceed **Six Hundred Twenty Five Thousand Nine Hundred Seventy Two Dollars And No/100 (\$625,972)** ("FY24/25 Estimated Cost"). Any cost increase in salaries due to an estimated cost-of-living increase for BPD Law Enforcement Officers shall be effective January 1, 2024. DISTRICT shall pay to CITY the FY24/25 Estimated Cost during the second fiscal year term of this Agreement. Said sum shall be paid in four (4) quarterly installments. The installments shall be paid to CITY commencing on July 1, 2024, and continuing through June 30, 2025.

3) Year Three Costs. In year three (FY2025/26) of this Agreement, the estimated total cost for the SRO shall not exceed **Six Hundred Thirty Six Thousand Five Hundred Forty Dollars And No/100 (\$636,540)** ("FY25/26 Estimated Cost"). The cost increase over year two due to an estimated cost-of-living increase for BPD Law Enforcement Officers shall be effective January 1, 2025. DISTRICT shall pay to CITY the FY25/26 Estimated Cost during the third fiscal year term of this Agreement. Said sum shall be paid in four (4) separate, equal quarterly installments. The installments shall be paid to CITY commencing on July 1, 2025 and continuing through June 30, 2026.

4) Cost of Third SRO Vehicle. DISTRICT shall purchase a third SRO vehicle and pay costs and outfitting in the amount of **Eighty Eight Thousand Five Hundred Twenty Seven Dollars And No/100 (\$88,527.00)** which amount shall be delivered to CITY within five (5) business days of the approval of this Agreement by the Parties' governing bodies.

b. Operational Costs. DISTRICT shall pay for necessary SRO equipment, supplies, and workspaces as described in section 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 SROs are employees solely of CITY, and remain subject to the administration, supervision, and control of CITY. SROs are subject to all personnel policies and practices of 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. 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.

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.

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 thirty (30) days 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 that CITY not perform Services. The notice shall be deemed given when personally delivered to 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.

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 in this Agreement.

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 this Agreement. 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 this 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 this Agreement, or any default in their performance of any obligations under this 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 this 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: Mays Kakish, 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 intended to create any benefit or liability to third parties.

**[Signatures on the following page.]**



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

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

**“DISTRICT”**

BEAUMONT UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Penni Harbauer, Assistant Superintendent  
of Business Services

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, School District's Attorney

**“CITY”**

CITY OF BEAUMONT

By: \_\_\_\_\_  
Julio Martinez III, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Elaine Morgan, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John O. Pinkney, City Attorney