

**FIRST AMENDMENT TO AGREEMENT FOR THE PROVISION AND FUNDING OF
SCHOOL RESOURCE OFFICERS**

1 This First Amendment to Agreement for the Provision and Funding of School Resource
2 Officers (“First Amendment”) is entered into on this date, July 1, 2017 and amends the Agreement for
3 the Provision and Funding of School Resource Officers between the City of Concord (“CITY”) and
4 Mt. Diablo Unified School District (“DISTRICT”).

5 **WHEREAS**, the CITY and DISTRICT entered into an Agreement for the Provision and
6 Funding of School Resource Officers effective July 1, 2016 (the “Agreement”), wherein the CITY
7 agreed to employ and provide School Resource Officers (“SROs”) as set forth in the Agreement.

8 **WHEREAS**, under Paragraph 4 “Additional SROs” the Agreement provides that at the
9 request of the DISTRICT, the CITY may employ and assign additional SROs subject to the written
10 agreement of both parties in the form of an amendment to the Agreement.

11 **WHEREAS**, the DISTRICT has requested that the CITY employ and assign an additional
12 SRO, bringing the total to four (4) SROs.

13 **NOW THEREFORE**, in consideration of the promises and conditions set forth in the
14 Agreement, the parties mutually desire to amend the Agreement as follows:

- 15 1. Paragraph 3 “Scope of Service” is hereby amended to read as follows: During the term
16 of this agreement, the CITY agrees to employ and provide four SROs as described in
17 Paragraph 5 of this Agreement.
- 18 2. Paragraph 5 “Assignments” is hereby amended to read as follows: The CITY will
19 assign four SROs: one to Concord High School, one to Mt. Diablo High School, one to
20 Ygnacio Valley High School, and one to Olympic High School. Prior to assignment to
21 a particular site, the CITY’s Chief of Police or his designee will consult with District
22 staff and receive input on DISTRICT’s needs and concerns as reflected in Paragraph
23 11. Said assignments are not exclusive and one or more of the four SROs provided
24 under this Agreement may be assigned to one or more of DISTRICT’s feeder schools
25 within the City of Concord, upon request of the Superintendent of the DISTRICT,
26 subject to agreement by CITY.
- 27 3. Paragraph 8 “Payment of Employment Costs” is hereby amended to read as follows:
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1 In year two (FY2017/18) of this Agreement, the estimated total cost for each SRO is
2 \$219,218.42 or \$876,873.68 for all four SRO positions. The cost increase over year
3 one is due to a contractual cost-of-living pay increase for Concord Police Officers
4 effective July 1, 2017. At a 50% estimated cost, DISTRICT shall pay to CITY a total
5 of \$438,436.84 during the second FY term of this Agreement. Said sum shall be paid
6 in 9 separate, equal monthly installments, with each installment in the amount of
7 \$48,715.20. The installments shall be paid to CITY commencing on September 1,
8 2017 and continuing through May 1, 2018.

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10 In year three (FY2018/19) of this Agreement, the estimated total cost for each SRO is
11 \$225,794.97 or \$903,179.88 for all four SRO positions. The cost increase over year
12 two is due to a contractual cost-of-living pay increase for Concord Police Officers
13 effective July 1, 2018. At a 50% estimated cost, DISTRICT shall pay to CITY a total
14 of \$451,589.94 during the third FY term of this Agreement. Said sum shall be paid in
15 9 separate, equal monthly installments, with each installment in the amount of
16 \$50,176.66. The installments shall be paid to CITY commencing on September 1, 2018
17 and continuing through May 1, 2019.

- 18 4. Except as expressly amended herein, all other terms and conditions of the Agreement
19 shall remain in full force and effect.

20 **IN WITNESS WHEREOF**, the parties have executed this First Amendment on the date
21 indicated above.

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24 Dated: _____, 2017

MT. DIABLO UNIFIED SCHOOL DISTRICT

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26 BY: _____
27 Dr. Nellie Meyer
28 Superintendent of Schools

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Dated: _____, 2017

CITY OF CONCORD

By: _____
Valerie J. Barone
City Manager

APPROVED AS TO FORM:

ATTEST:

Susanne M. Brown
City Attorney

Joelle Fockler, CMC
City Clerk