

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
CONCERNING THE FUNDING, IMPLEMENTATION AND ADMINISTRATION OF
PROGRAMS INVOLVING POLICE OFFICERS IN SCHOOLS**

This **FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT**, dated as hereinafter set forth, is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City” or the “Police Department”) and **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO** (hereafter referred to as “DPS”, the “School District” or the “District”) (collectively as “Parties”).

The Parties entered into an Agreement dated November 20, 2017 (the “Agreement”) to provide the services described in the Scope of Work.

The Parties wish to amend the Agreement to add exhibits and to increase compensation under the Agreement.

In consideration of the promises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. The Scope of Work marked as Exhibit A is attached hereto and incorporated into the Agreement by this reference.

2. The Budget marked as Exhibit B is attached hereto and incorporated into the Agreement by this reference.

3. Article 6. a. of the Agreement, entitled “REIMBURSEMENT BY SCHOOL DISTRICT”, “School District’s Cost of SRO Partnership/Invoicing and Payments” is amended to read as follows:

“6. REIMBURSEMENT BY SCHOOL DISTRICT.”

- a. School District's Cost of SRO Partnership/Invoicing and Payments. The total projected cost of the High School/Middle School SRO Partnership is \$1,292,382.13. Except as provided herein, from August 1, 2018 through July 31, 2019, DPS agrees to pay, and the City agrees to accept, as full and complete compensation to the City for SRO Partnership, a fixed cost of Seven Hundred Three Thousand Two Hundred Two and 63/100 Dollars (\$703,202.63) payable on a pro-rated monthly basis during the term hereof. Invoices for DPS's portion of the cost sharing arrangement are due and payable in full upon receipt."

4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Amendment to Intergovernmental Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: POLIC-201736749-01

Contractor Name: School District No. 1 in the City and County of Denver and State of Colorado

By: David A. Sykes

Name: David Sykes
(please print)

Title: COO
(please print)

Reviewed 37
Cites M. EATON
3-20-18
AK

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

APPROVED AS TO FORM:

By: Jeff Colles
Office of the General Counsel



Exhibit A

CITY AND COUNTY OF DENVER AND DENVER PUBLIC SCHOOLS INTERGOVERNMENTAL AGREEMENT (IGA) SCOPE OF WORK

Purpose:

The purpose of this IGA is to provide for the health, safety and welfare of Denver Public School students by providing for partnership programs involving eighteen (18) police officers or School Resource Officers (SROs) assigned by the Police Department to DPS middle and high schools (SRO Partnership).

City and County of Denver/Police Department's Responsibilities:

The City will provide police officers to SROs assigned to DPS middle and high schools and pay the remaining funds in excess of the funds paid by the School District to support the SRO Partnership. The City will provide this funding based upon the availability of appropriated funds and subject to annual appropriation by the City. The City will also furnish any equipment and training state law requires for the operation of the SRO partnership.

The Police Department will schedule the working hours of the SROs dependent upon the 2018/2019 school year calendar where each SRO is assigned. The hours of SRO availability will be during normal school hours while the school of assignment is in session. Adjustments outside these regular hours shall be by mutual agreement in writing between school administration and the Police Department designee.

Officers supporting the SRO partnership will be City employees recruited and employed by the Police Department. The SROs' salaries, payroll taxes, payroll based expenses, including workers' compensation insurance, and benefits are the responsibility of, and will be paid by the City.

All scheduling, deployment and supervision of the SROs will be the responsibility of the Police Department.

The Police Department reserves the right to remove/re-assign any SRO as long as prior notification has been given to DPS.

The Police Department reserves the option and is not obligated to substitute police officers when any regularly scheduled SRO is not available to support the SRO Partnership.

The Police Department will provide SRO supervision.

The Police Department will provide SRO-trained police officers, when such training is required by state statute.

The Police Department will provide the SRO with uniforms and required equipment.

Exhibit A

The Police Department will follow the agreed upon schedule for deployment of SROs at high schools and middle schools.

The Police Department will provide for a mutually agreeable time for a member of the Police Department District Command Team, having a rank of Lieutenant or above, to maintain communication with DPS school administration and conduct face to face meetings at least twice per semester to evaluate the performance of services provided by the SRO.

The Police Department will train officers on their role within DPS's schools and on the rights afforded to students as required by the P.O.S.T. Board. Any training beyond those specifically required by the P.O.S.T. Board must be agreed upon by both DPS and the Police Department. DPS understands and agrees that the SROs will be unavailable to report to the schools when the SROs are involved with any required training.

School District's Obligations and Responsibilities:

DPS reserves the right to request the removal/re-assignment of any SRO for any reasonable cause DPS provides in writing to the Police Department after other attempts to correct the problem have been explored.

DPS will provide a school district coordinator.

DPS will provide a school facilitator (liaison in the school).

DPS will provide an office/storage or work space for SRO's materials and personal effects.

DPS will provide time for their school principals or their designees and the assigned SROs to attend three two-hour citywide training meetings per year that are arranged at mutually agreed upon times by the Parties and will occur once at the beginning of the school year and once during each semester and will excuse SROs to attend additional trainings as may be required by the P.O.S.T. Board. Any training beyond those specifically required by the P.O.S.T. Board must be agreed upon by both DPS and the Police Department.

DPS will provide students and classroom for classes.

DPS will provide equipment and supplies for classes.

DPS school administration will arrange meetings with the SRO as needed by the administration.

DPS will de-escalate school-based incidents whenever possible.

Exhibit A

DPS will make every effort possible to handle routine discipline (code of conduct) within the school without involving the SRO in an enforcement capacity (issuing citations) unless absolutely necessary or required by law.

DPS will cooperate with Police Department initiated investigations and actions without hindering or interfering with the Police Department's or the assigned SRO's official duties.

DPS will provide ongoing feedback to the Police Department designee for evaluation purposes.

DPS will offer an opportunity for the SRO and school administration to meet with community stakeholders at least once per semester.

DPS will notify parents as soon as possible when students are ticketed or arrested.

DPS will notify officers responding to a school-based infraction if any student involved possesses disabilities and/or an Individualized Education Plan (IEP) and who therefore may require special treatment or accommodations.

DPS will provide for a mutually agreeable time for school administration to maintain communication with a member of the Police Department District Command Team, having a rank of Lieutenant or above, to conduct face to face meetings at least twice per semester to evaluate the performance of services provided by the SRO.

Mutual Obligations and Responsibilities:

The Police Department and DPS will work through a collaborative process to select the SROs assigned to the SRO Partnership. The District Commander from each Police District where the SRO is assigned will have the final decision as to the placement of each SRO.

The mission of the placement of each SRO is to provide for and maintain a safe, healthy and productive learning environment while acting as a positive role model for students in DPS by working in a cooperative, proactive, problem-solving partnership between the City and DPS.

The High School/Middle School SRO will:

- Differentiate between disciplinary issues and crime problems and respond appropriately
- De-escalate school-based incidents when possible
- Understand the DPS Discipline Policy that emphasizes the use of restorative approaches to address behaviors and is designed to minimize the use of law enforcement intervention.
- Enhance school safety on school grounds to help foster a safe and secure learning environment.

Exhibit A

- SROs may assist school staff and students with locating various City agencies or community organizations.
- SROs may assist with resolving law enforcement issues that affect DPS and the broader community.
- SROs will provide a positive liaison between the Police Department, the students, the school administration and the DPS security department.
- SROs will participate in meetings with school administration during the SROs normal shift, when requested.
- Officers making an arrest or writing a citation/summons to a student at school, at a school event, or on a school vehicle shall notify the school principal or the principal's designee in a reasonable time period, not to exceed the mandates set forth by state law.
- Officers questioning students will be conducted in a manner and time when it has least impact on the students/suspect's schooling so long as the delay in questioning does not interfere with the effectiveness of an investigation.

Although SROs will be working in conjunction with DPS school staff, they will report directly to the Police Department assigned sergeant on any administrative matters and will follow the Police Department command structure.

DPS acknowledges the SROs are required by policy and procedure to perform various tasks throughout the year that will make the SROs unavailable to report to the schools, that may include, but are not limited to: weapons qualification required by the Police Department; in service training required by the Police Department; court appearances; and any other official duties required by the Police Department.

DPS acknowledges that the primary duty of a SRO is to handle criminal matters at the assigned school, SROs may use discretion allowed then under Police Department policy.

SROs are required to spend their duty day on the campus of the assigned school(s) except as required to perform other assigned duties by the Police Department.

Denver Public Schools School Resource Officers

2018-2019 School Year

Badge	Officer	Assignment	Salary	Longevity	Health	Dental	FICA	Retirement	Other Benefits	Total Personnel
84060	Chavez, Ken	District One	\$90,325	\$5,046	\$14,749	\$1,069	\$0	\$7,630	\$2,781	\$121,600
00079	Gomez, Cindy	District One	\$90,325	\$2,742	\$14,749	\$1,069	\$1,350	\$7,445	\$2,714	\$120,394
83040	Nagle, Florence	District One	\$90,325	\$5,190	\$18,250	\$1,069	\$0	\$7,641	\$2,786	\$125,261
14016	Alba, Francisco	District Two	\$90,325	\$600	\$11,406	\$600	\$1,318	\$7,274	\$5,051	\$116,574
08061	Jones, Tevonnon	District Two	\$90,325	\$1,554	\$3,956	\$300	\$1,332	\$7,350	\$2,679	\$107,496
14094	Matlock, Christopher	District Two	\$79,810	\$395	\$0	\$1,069	\$1,163	\$6,417	\$2,339	\$91,193
	Vacant - new position	District Two	\$90,325	\$2,300	\$12,467	\$778	\$1,150	\$7,200	\$3,200	\$117,420
00111	Barnes, Ryan	District Three	\$90,325	\$2,682	\$11,406	\$600	\$1,349	\$7,441	\$2,712	\$116,515
01010	Cueva, Timothy	District Three	\$90,325	\$2,634	\$11,406	\$600	\$1,348	\$7,437	\$2,711	\$116,461
14086	Mendoza-Chavez, Saira	District Three	\$79,810	\$395	\$14,749	\$462	\$1,163	\$6,417	\$4,739	\$107,735
08055	Avila, Johnny	District Four	\$90,325	\$1,554	\$14,749	\$1,069	\$1,332	\$7,350	\$2,679	\$119,058
93032	Sanchez, Jerry	District Four	\$90,325	\$3,762	\$11,406	\$600	\$1,364	\$7,527	\$2,744	\$117,728
99006	Blea, Richard	District Four	\$90,325	\$2,934	\$12,547	\$600	\$1,352	\$7,461	\$5,120	\$120,339
98026	Silvas, Raul	District Four	\$90,325	\$3,066	\$18,250	\$1,069	\$1,354	\$7,471	\$5,123	\$126,658
14020	Harris, Ken	District Five	\$90,325	\$600	\$11,046	\$600	\$1,318	\$7,274	\$2,651	\$113,814
90051	Henry, Bernard	District Five	\$90,325	\$4,134	\$12,547	\$600	\$1,370	\$7,557	\$2,754	\$119,287
15018	Dobbins, Robert	District Five	\$90,325	\$194	\$18,250	\$1,069	\$1,312	\$7,241	\$2,640	\$121,031
	Vacant - new position	District Five	\$90,325	\$2,300	\$12,467	\$778	\$1,150	\$7,200	\$3,200	\$117,420
Total Personnel Costs			\$1,604,820	\$42,082	\$224,400	\$14,001	\$20,725	\$131,333	\$58,623	\$2,095,984

Total number of annual hours per officer 2,080

Total number of SRO hours per officer per day 8 hours

Total number of student contact days for school year 18-19 174.5

Total number of SRO hours for school year 18 - 19 1,396 (67.1% of total available officer hours)

Total annual DPD cost for 18 SRO officers \$ 2,095,984.00

Total annual DPD cost for 18 SRO officers for school year 2018 - 2019 \$ 1,406,405.26

50% of total annual cost of 18 SRO officers \$ 1,047,992.00

50% of total cost of 18 SRO officers for school year 2018 - 2019 **\$ 703,202.63**