

★ **Roll Call Number**

Agenda Item Number

70

Date October 9, 2006

WHEREAS, the Des Moines School District and the City of Des Moines entered into a 28E agreement for a School Resource Officers Program on October 7, 2003, Roll Call Number 03-2213 dated September 22, 2003, and;

WHEREAS, Article VIII of the Agreement provides that the Agreement may only be modified or amended by written mutual agreement, and;

WHEREAS, both the District and City wish to amend the Agreement to reflect the addition of three (3) new School Resource Officers into the School Resource Officer Program. Two officers will serve the District's ten current middle schools, and one officer to serve at Mitchell Campus and;

WHEREAS, the total annual cost of the Amendment is approximately \$323,382, and;

WHEREAS, the costs will be shared at a rate of 60 percent to the School District (\$194,029) and 40 percent to the City (\$129,353), and;

WHEREAS, three existing officers and their vehicles will be reassigned from their present duties to the School Resource Officers Program. An immediate request from the School District resulted in two officers being reassigned as of July 1, 2006 with the third officer to be reassigned tentatively November 1, 2006. This increases the budgeted cost by approximately \$243,402. The District will pay 60 percent (\$146,041) with the cost to the City of (\$97,361). Three replacement vehicles are needed at a total cost of approximately \$ 79,980. The District and the City will share this cost at a rate of 60 percent to the District (\$47,988) and 40 percent to the City (\$31,992). This Amendment would provide additional revenue of approximately (\$194,029) with a cost to the City of (\$129,353), and;

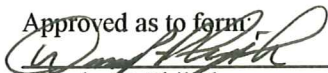
WHEREAS, both the District and City have determined that such an amendment to the Agreement shall be to their mutual benefit and advantage;

NOW, THEREFORE, BE IT by the City Council of the City of Des Moines, Iowa that the Amendment to 28E Agreement for School Resource Officers Program is here by approved and the Mayor of the City of Des Moines, Iowa is hereby authorized and directed to sign said agreement and the City Clerk is hereby authorized and directed to attest to the Mayor's signature.

(Council Letter Number 06-651 attached)

Moved by _____ to adopt

Approved as to form



Douglas P. Philph

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
KIERNAN				
HENSLEY				
MAHAFFEY				
VLASSIS				
TOTAL				
MOTION CARRIED			APPROVED	

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

City Clerk

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Office of the Superintendent

September 18, 2006

Mr. Rick Clark, City Manager
City of Des Moines
400 East First Street
Des Moines, Iowa 50309

Dear Rick:

The School Resource Officer Program is a valued partnership between the Des Moines Police Department and the Des Moines Public Schools. These officers are important members of building administrative teams and are valued resources for students, teachers, and parents. Under the guidance of Sgt. Mark Buzynski, these officers provide students with positive role models, information about the law, counseling, and mentoring. District staff members are very pleased with the success of this program.

Currently, our 28E Agreement provides eight School Resource Officers—five are placed in the district's high schools, one is at Central Campus, and two are assigned to the middle schools. I am requesting one additional officer to assist at Mitchell Campus (Bridges). This program serves 100 high school and middle school students identified for special education. All students have behavioral or emotional needs and have not been successful in comprehensive schools in the past. Since the beginning of last year, school personnel have frequently requested police assistance. An officer placed at the Mitchell Campus will provide consistency for the students and staff and will assist staff in moving from a reactive to a proactive position.

I am hopeful that we can reach an agreement quickly and proceed in assisting the Mitchell Campus. Thank you for your consideration and I look forward to your response.

Sincerely,

A handwritten signature in cursive script that reads "Nancy Sebring".

Nancy Sebring, Ed.D.
Superintendent

NS:dp

cc: Chief William McCarthy
Ellen McGinnis-Smith
Elizabeth Celandia-Fagen
Michael Munoz

3 New School Resource Officers

Item	SUV
Vehicle cost	\$ 23,000.00
Vista Light Bar	\$ 800.00
Smart Siren	\$ 850.00
Siren Speakers	\$ 150.00
Mobile Radio UHF	\$ 1,700.00
Wig Wag Lights	\$ 50.00
Flash Light Charger	\$ 35.00
Antennas and Misc. Hardware, Wiring Harness	\$ 75.00
Equipment Total for Squad Car	\$ 26,660.00

3 Cars with equipment \$ 79,980.00
 City's 40% of cost \$ 31,992.00
 School Districts 60% of cost \$ 47,988.00

SPO
Top Pay
 Annual Salary 57,620.00
 Pro Rate Nov 1 90,285.94
 a pay div 26 pays 3,472.54
 Nov 1 - year end - 16 pays remain **55,560.58**

835.49
 14,783.00
 0.00
 193.60
 0.00
 1,152.40
 15,701.45
32,665.94

Total Salary and benefits **90,285.94**
2 Officers July 1 90285.94x2 180,571.89
3rd Officer Nov 1 55,560.58
236,132.47

Misc. Expenses
 Contractual/ commodities
 (amount billed June 06) 19,082.31
 7 Officers div 7 2,726.04
 Each officer 2,726.04
 Pro Rate Nov 1 2,726.04
 Nov 1 - year end 8 months 1,817.36
 div 12 months 227.17

2 Officers July 1 2726.04x2 5,452.08
3rd Officer Nov 1 1,817.36
7,269.44

Salaries & Benefits
 2 Officers \$180,571.89
 3rd Officer Nov 1 \$55,560.58
Misc. Expenses
 2 Officers \$5,452.08
 3rd Officer Nov 1 \$1,817.36
Vehicle
 3 vehicles \$79,980.00
\$323,381.91

Total Salaries and Misc Expenses 243,401.91
 City 40% 97,360.76
 District 60% 146,041.14

City 40% \$129,352.76
 District 60% \$194,029.15

Date _____

Agenda Item 70 _____

Roll Call # _____

**AMENDMENT TO 28E AGREEMENT
FOR SCHOOL RESOURCE OFFICER PROGRAM**

THIS ADDENDUM is made as of the ____ day of _____, 2006 by and between the DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT ("District") and the CITY OF DES MOINES, IOWA ("City").

WHEREAS, District and City originally entered into a 28E Agreement for a School Resource Officers Program on October 7, 2003, and;

WHEREAS, Article VIII of the Agreement provides that the Agreement may only be modified or amended by written mutual agreement, and;

WHEREAS, both the District and City wish to amend the Agreement to reflect the addition of three (3) new School Resource Officers ("SRO's") into the School Resource Officer Program ("Program") in order to serve the District's ten current middle schools and Mitchell Campus, and;

WHEREAS, both the District and City have determined that such an amendment to the Agreement shall be to their mutual benefit and advantage;

NOW THEREFORE, the District and City agree to an Amendment to the Agreement as set forth below:

1. Article I, "Assignment" Section, Subparagraphs 1 and 2 shall be amended to read as follows:

1. SRO's will be assigned to schools cooperatively by the Des Moines Public Schools and the Des Moines Police Department. A total of two (2) SRO's will be assigned to the District for use in the District's middle schools. One (1) SRO will be assigned to Mitchell Campus. A total of six (6) SRO's will be assigned to the District for use in the following high schools:

East High School
Hoover High School
Lincoln High School
North High School
Roosevelt High School
Central Campus

2. Each of the six (6) high school SRO's and the one (1) SRO for Mitchell Campus, shall be assigned to a school on a full-time basis during those hours that the school is in session. The SRO

shall be on campus from ½ hour prior to the start of class until ½ hour after classes are dismissed. During their daily tour of duty, the SRO may be off campus performing such tasks as may be required by their assignments.

The two (2) middle school SRO's shall respond to calls at all ten middle school buildings, as necessary. Each of the two (2) SRO's will be assigned to five middle school buildings. When not responding to calls, the SRO's shall work with administrators and students in the various assigned buildings on a flexible and as-needed/directed basis.

2. Extent of Amendment: This Amendment is written pursuant to Article VIII of the Agreement and seeks to modify the terms of the Agreement. This Amendment, along with the Agreement, now represent the entire and integrated agreement between the District and City and supersede all prior negotiations, representations or agreements, either written or oral. Any Article of the Agreement not addressed in this Amendment shall continue in full force and effect, as if no Amendment had been drafted. If anything in the Agreement is inconsistent with this Amendment, then this Amendment shall govern.
3. The parties agree that this amendment will be effective as of July 1, 2006 for the two (2) middle school SRO's and November 1, 2006 for the Mitchell Campus SRO.

DES MOINES INDEPENDENT
COMMUNITY SCHOOL DISTRICT

CITY OF DES MOINES

By: _____
Board President

By: _____
T. M. Franklin Cownie, Mayor

By: _____
Board Secretary

Attest: _____
Diane Rauh, City Clerk

Approved as to form:



Douglas Philip, Assistant City
Attorney

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the Des Moines Independent Community School District Board President executing the foregoing instrument, that said instrument was signed on behalf of the District by authority of its Board; and that he/she as President acknowledges the execution of the foregoing instrument to be the voluntary act and deed of the District, by it and by him/her voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared T.M. Franklin Cownie and Diane Rauh, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of the City of Des Moines, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of said municipality, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the resolution and Roll Call No. _____ adopted by the City Council on the ____ day of _____ 2006, and that T.M. Franklin Cownie and Diane Rauh acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the municipal corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa