

Date 8/5/2019

RESOLUTION AMENDING EXISTING 28E AGREEMENT BETWEEN THE DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT AND THE CITY OF DES MOINES, IOWA FOR THE SCHOOL RESOURCE OFFICER PROGRAM

WHEREAS, the City of Des Moines and the Des Moines Independent Community School District share a mutual concern to maintain an atmosphere in the Des Moines Public Schools where school staff and students feel free from intimidation; and

WHEREAS, the City of Des Moines and the Des Moines Independent Community School District desire to amend the existing 28E agreement in effect from July 1, 2015 through June 30th, 2021; and

WHEREAS, the proposed amendment to the agreement amends ARTICLE 1 regarding the number of school resource officers assigned to school and ARTICLE VI regarding the financing of the school resource officer program

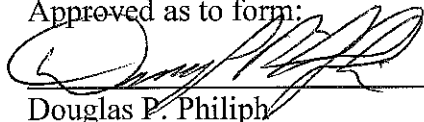
WHEREAS, the proposed 28E amendment is in the best interested of both parties,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa that the attached amendment to 28E agreement is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to sign the amended agreement on behalf of the City, and the City Clerk is directed to file the agreement with the Secretary of State and the Polk County Recorder after the agreement is fully executed.

(Council Letter Number 19-~~338~~ attached)

Moved by _____ to adopt

Approved as to form:



 Douglas P. Philip

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
BOESEN				
COLEMAN				
GATTO				
GRAY				
MANDELBAUM				
WESTERGAARD				
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

**AMENDMENT TO 28E AGREEMENT BETWEEN THE DES MOINES
INDEPENDENT COMMUNITY SCHOOL DISTRICT AND
THE CITY OF DES MOINES, IOWA
FOR SCHOOL RESOURCE OFFICER PROGRAM**

This Amendment is made between the DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT (hereinafter referred as "District") and the CITY OF DES MOINES, IOWA (hereinafter referred to as "City"), and amends the 28E Agreement between the District and the City which was authorized by the Des Moines City Council and entered into on October 12, 2015 by Roll Call No. 15-1707, Agenda Item No. 34 (hereinafter referred to as "agreement").

WHEREAS, the agreement was filed for recording with the Secretary of the State of Iowa on October 15, 2015 and expires per the agreement terms on June 30, 2021;

WHEREAS, under Article I of the agreement at the "Assignment" section the agreement assigns two (2) SRO's to the District's middle schools and six (6) SRO's to the District's high schools.

WHEREAS, the District and the City agree to add two (2) more SRO's to be assigned to the District's middle schools at a 50% cost sharing for each party.

WHEREAS, the District and the City agree to amend Article VI to provide for 50% costs sharing starting in fiscal year 2020 beginning July 1, 2019.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in the agreement the parties agree to amend the agreement as follows:

- A. The agreement is amended by striking the original paragraphs 1. and 2. under "ARTICLE I – Assignment" and adding the following paragraphs in their place:

1. SRO's will be assigned to schools cooperatively by the Des Moines Public Schools and the Des Moines Police Department. A total of four (4) SROs will be assigned to the district for use in the District's middle schools. 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 SROs 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 1/2 hour prior to the start of class until 1/2 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.

3. The four (4) middle school SROs shall respond to calls at the nine middle schools excluding Meredith Middle School as necessary. The SRO assigned to Hoover High School will also be assigned to Meredith Middle School. The four (4) middle school SROs will be assigned to the other nine middle schools cooperatively by the District and the Des Moines Police Department. When not responding to calls, the SROs shall work with administrators and students in the various assigned buildings on a flexible and as needed/directed basis.

B. ARTICLE VI of the agreement entitled “Financing of the School Resource Officer Program,” is amended by replacing the cost sharing table as follows:

Fiscal Year	City’s Share	District’s Share
2016	40%	60%
2017	40%	60%
2018	40%	60%
2019	40%	60%
2020	50%	50%
2021	50%	50%

The District and the City also agree that the clause under ARTICLE VI stating, “If the District wishes to add positions to the program, the District will pay one hundred percent (100%) of the costs of the additional positions,” will not be applied to the two additional SROs added under Section A of this amendment and the parties will each pay 50% of the costs instead for the duration of this agreement.

C. Except as amended hereby, the agreement including all attachments and exhibits thereto shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the agreement to be executed by their duly authorized representatives with an effective date beginning July 1, 2019. Within 30 days of execution, this amendment shall be filed by the City with the Secretary of the State of Iowa pursuant to Iowa Code section 28E.8.

DES MOINES INDEPENDENT COMMUNITY
SCHOOL DISTRICT

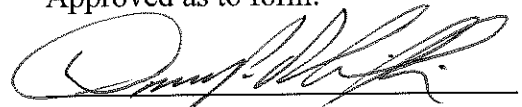
CITY OF DES MOINES

By: _____
Teree Caldwell-Johnson
School Board Chair

By: _____
T.M. Franklin Cownie, Mayor

Attest: _____
Diane Rauh, City Clerk

Approved as to form:



Douglas P. Philip
Assistant City Attorney

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Teree Caldwell-Johnson, to me personally known, who being by me duly sworn, did say that she is the Des Moines Independent Community School District Board Chair executing the foregoing instrument, that said instrument was signed on behalf of the District by authority of its Board; and that she as Chair acknowledges the execution of the foregoing instrument to be the voluntary act and deed of the District, by it and by her voluntarily executed.

Notary Public in the State of Iowa

STATE OF IOWA, COUNTY OF POLK, ss

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in 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 _____, 2019, 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 the State of Iowa