

**Public Safety, Courts & Civil Service (PSCCS)
Meeting
February 21, 2019
3:30 PM
Aurora room**

**Council Member Allison Hiltz, Chair
Council Member Francoise Bergan, Vice Chair
Council Member Dave Gruber, Member**

Assure a safe community for people

1. Approval of January 24th, 2019 draft Minutes Council Member Hiltz
2. Consent Items (None)
3. Window Peeping Ordinance DCA Rodgers 15 mins
4. Citizenship Requirement for APD/AFR Hiring DC Glidden 25 mins
5. School Resource Officer Review Commander Dudley 15 mins
6. Miscellaneous Matters for Consideration
7. Confirm Next Meeting Council Member Hiltz

Next Meeting: 03/21/2019 @ 3:30pm – Aurora Room

**PUBLIC SAFETY, COURTS & CIVIL SERVICE MEETING
JANUARY 24, 2019**

Members Present: Council Member Allison Hiltz, Chair
Council Member Francoise Bergan, Vice Chair
Council Member Dave Gruber

Others Present: M. Moore, H. Glidden, E. Ortiz, J. Puscian, S. Ruger, B. Good, A. Carns, K. Claspell, C. Andersen, K. Brown, J. Schneebeck, P. Mason, B. Lenderink, S. Stowell, D. Wilkinson, R. Thompson, M. Bryant, M. Chapman, Z. DeBoyes, F. Gray, T. Brown, Syidi, E. Cadiz, H. Hackbarth, D. Kaiser, I. Evans, D. Courtenay, C. Hills, S. Newman, J. Armijo, J. Heckman, S. Day, N. Metz, J. Martinez, M. Wolfe, C. Miller

REVIEW/APPROVAL OF MINUTES OF THE DECEMBER 13TH MEETING

Approved.

ANNOUNCEMENTS

None.

CONSENT ITEMS

None.

BALLOT QUESTION TO MAKE POLICE CHIEF A COUNCIL APPOINTEE

Summary of Issue and Discussion

At the Public Safety Committee meeting that took place on December 13, 2018, Council Member Charlie Richardson requested that the City Attorney’s office prepare a Charter amendment, to be presented to the voters, which would put the Chief of Police under the direction and control of City Council. The proposed Charter amendment would make the Chief of Police a person appointed directly by a majority of City Council members, serving at the pleasure of City Council. The police department would be under the direct supervision and control of the City Council.

CM Richardson believed that by eliminating the “filters” from the Chief of Police to City Council there would be a better understanding of the needs of the department and would be less political. He attributes the current status of the police department which was outlined in the Growth Strategy Report that was presented to Council in December 2018, to the lack of direct contact between Council and APD.

CM Bergan stated she was concerned how the City Council, which is considered part time, would be able to manage the Chief of Police. CM Gruber seconded CM Bergan’s response and added that it would simply be unattainable. He believes the current status is a much more effective in meeting the department’s needs and it would still be extremely political. CM Richardson argued that the City Attorney, the Judge and Court Administration all of whom report directly to Council, have been able to work in a “political” environment. CM Richardson stated he would not accept the argument that the environment would be too political as a reason to not consider this matter. CM Gruber once again disagreed and will not consider the Growth Strategy Report until it’s made into a formal report.

CM Hiltz agreed with the other committee members and does not support this item. She believed there are many logistical issues that would need to be addressed such as who the Chief of Police would report to on a day to day basis,

particularly when there is a rising emergency or a crisis. Will the Chief of Police need a majority vote to implement new internal or administrative policies, and how he is able to interact with the media and the public, will he need council permission to do so. CM Hiltz believes the Growth Strategy Report is an important document to read and believes that opening up the channels of communication can be done without politicizing the current situation. She believes the item should be tabled indefinitely and possibly bring it back to committee when there is more comparable information.

Outcome:

Committee agreed to not move it to Study Session. CM Richardson stated that he will exercise his rights as a Council member and will bring it to full Council.

Follow-up Action

None.

PROSECUTORS HANDLING OF CASES AFTER MISTRIALS

Summary of Issue and Discussion

The City Attorney's office was asked to describe how they make a determination of whether to retry a case after a mistrial has been declared.

DCA Heckman explained to the committee the factors the City Attorney's office considers when deciding to continue to prosecute a case after a mistrial. She explained that if a mistrial is not due to a hung jury and caused by something beyond the control of the victim, the City will continue to prosecute, as the victim still deserves resolution to the case.

CM Hiltz asked if there is an estimated cost on how much is spent on retrials. DCA Heckman said that information was not tracked. CM Hiltz asked if there were mistrials due to interpretation needs. DCA Heckman explained that it does happen and is becoming a challenge due to the different languages and dialects of those languages. She stated that the court administration and city attorney's office are over budget for interpreters. CM Bergan asked if there was a way to identify those needs before the trial. DCA Heckman said those needs are usually identified when meeting the defendant for the first time. CM Hiltz asked what the percentage of mistrials were caused specifically by hung juries. Her concern was the City Attorney's office just accrued more attorneys and was curious on how much time is being spent on retrying cases after a mistrial that are usually nonviolent offences. DCA Heckman stated that is not currently tracked, but it can be tracked in the future and in her opinion it is less than five percent.

Outcome

Information only.

Follow-up Action

The agenda packet and meeting minutes will be sent to CM Johnston.

UNLAWFUL POSSESSION OF ID'S AND ATM CARDS

Summary of Issue and Discussion

Identity theft is the largest and fastest growing, crime throughout the world. APD Officers often come in contact with criminals who are unlawfully in possession of stolen credit/debit cards and identification cards; however there is no applicable municipal criminal ordinance to cover the mere possession of these valuable items. The City of Aurora can be more proactive in fighting the plague of identity theft by proposing an

ordinance making it a municipal crime to unlawfully possess financial and identification documents of another person. The intent of the proposal is to identify and prosecute criminals for these identity theft related crimes within the jurisdiction of the Aurora Municipal Court, when applicable.

CM Bergan was appreciative for the section outlining that the defendant had made provable attempts to return said items to the rightful owner before the charges were filed. CM Gruber believes this an important step forward in dealing with this crime.

Outcome

The committee unanimously supported this item.

Follow-up Action

Move to next available study session.

AFR SMOKE DETECTOR PROGRAM

Summary of Issue and Discussion

In November 2018, a memorandum was sent out to the Fire Department from the Fire Chief outlining a new Smoke Detector Installation program. The goal of the department is to ensure that every home has a working smoke detector. The department will use large scale neighborhood installation events in combination with ongoing installation by crews to make this program successful. Currently the smoke detectors are being supplied by the Red Cross, however a grant is being pursued in the amount of \$22,000 to help with the cost.

CM Bergan would like to know what the cost is beyond the cost of the equipment from a labor perspective and if a service is being performed at an apartment complex, wouldn't that be up to the landlord to fix. Chief Gray explained that the crews never go out of service to do the installations and emergency service to the city is always the top priority. He explained that when it came to a rental type of residence, typically a landlord would be the one to fix the issue, however the purpose of the program is to save lives. If it was apparent that it was a bigger issue the department would reach out to the correct entity such as Code Enforcement.

CM Gruber expressed his gratitude for the program and would like to see a bigger communication tool that can be used to reach more of the citizens and educate them on proper smoke detector maintenance. CM Hiltz agreed with CM Gruber and asked if there were flyers that could be passed out. Sherri Jo Stowell, the Community Engagement Manager for AFR, stated that currently there was not one but the department is working with Graphics to get one created.

Outcome

Information only.

Follow-up Action

None.

OFFICE OF EMERGENCY MANAGEMENT 2019 PLANNING PROJECTS

Summary of Issue and Discussion

The Office of Emergency Management is continually collaborating across city departments to develop plans in each mission area of: Preparedness, Mitigation, Response and Recovery. These mission areas are all

related to large scale emergencies and disasters that the city is at risk of experiencing. Information on the projects that are underway for 2019 was provided to the committee, along with advanced knowledge of which plans will be coming back to the committee for required Council approval.

CM Bergan asked for clarification on the Hazard Mitigation Plan as it relates to Hazmat responses. Battalion Chief Matthew Chapman said the plan is for natural hazards but there is a separate risk assessment done for hazmat responses. CM Bergan also asked for clarification on the common procedures across city departments and why it didn't exist before. BC Chapman, said they did exist but they were all different. OEM is working on making it unified across the board with the Resource Mobilization Plan which will help with the coordination of individuals being deployed to assist and when they come back.

CM Gruber congratulated the department on the plan and wanted to know where the miscommunication is when it comes to plan coordination. DCM Wolfe said that part of the discussion that took place about putting the plan together was to have a central point of information and being able to monitor all that is happening across departments. Chief Gray explained that the Office of Emergency Management is specifically for coordinating the training and preparedness across city departments, and that they are the central location to capture information. OEM is designed for large scale events that impact the entire community and it is very critical that there is effective communication and that resources are being tracked. CM Gruber stressed that managing command and control has got to be a top priority for the city as well as tracking expenses. BC Chapman said that cost is very important and is part of the resource management plan.

Outcome

Information only.

Follow-up Action

CM Hiltz would like information sent to the committee on what the department's prevention efforts are.

NEXT MEETING AGENDA ITEMS

- Window Peeping Ordinance
- Citizenship requirements for recruits, APD/AFR
- School Resource Officer Review

This meeting adjourned at 4:55 p.m.

The next meeting is February 21, 2019 in the Aurora Room.

APPROVED: _____
Allison Hiltz, Chair



Public Safety, Courts and Civil Service Policy Committee Agenda Item Commentary

Item Title: FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 94-44 OF THE CITY CODE RELATED TO PROHIBIT WINDOW PEEPING.
Item Initiator: Nancy Rodgers, Deputy City Attorney
Staff Source: Nancy Rodgers, Deputy City Attorney
Deputy City Manager Signature:
Outside Speaker:
Council Goal: 1.0: Assure a safe community for people--2012: 1.0--Assure a safe community for people.

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

In November 2018, Councilmember Hiltz requested information regarding the current laws addressing a person coming onto property and looking through windows ("peeping"). This request arose from a complaint by a citizen in Pheasant Run. Staff examined the difference between peeping laws and trespassing laws, and how the City could strengthen its laws to effectively address this disturbing behavior. Following this review, Councilmember Hiltz requested an ordinance prohibiting window peeping.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

A "peeping" act can involve various potentially criminal acts: the act of going onto a property where the person is not allowed (trespass), looking into a window (peeping, invasion of privacy), and/or doing it frequently or with threatening behavior (harassment, menacing).

STATE LAW: Under state law, these acts are typically charged as second or third degree criminal trespass, CRS §18-4-502, -3, -4 (first degree trespass involves entry into the home). Second degree criminal trespass is a class 3 misdemeanor. Third degree criminal trespass is a class 1 petty offense. Window peeping can also be charged as a criminal invasion of privacy, CRS §18-7-801, which is a class 2 misdemeanor. The presumptive criminal consequences for 3rd degree misdemeanors are a fine between \$50-\$750 and/or a maximum of six (6) months in jail. For petty offenses, the courts only issue fines.

CITY CODE - Current trespass/menacing: Currently, City Code has only a trespassing ordinance that would address window peeping when there is no other criminal behavior present (ie: threats, use of a weapon, property damage).

The extent of the prosecution of these cases depends on a variety of factors to include the facts of the particular case, the available evidence, the history of the person, victim cooperation and testimony, and the judge's imposition of a sentence.

Trespass under the City Code falls under the general penalty code provision, which allows for a fine in a sum not more than \$2,650.00 or imprisonment not to exceed one year, or both such fine and imprisonment (exception: no imprisonment for juveniles).

The City also has an ordinance on menacing (Sec. 94-41). Menacing is the act of knowingly placing another person in fear of imminent serious bodily injury through threats or physical action. This is a high standard for proof. The prosecutor needs to prove the intent of the "window peeper" was to put someone in fear of *immediate* and *serious* bodily injury. Fear of a break-in or being disturbed would not suffice.

CITY CODE – window peeping/invasion of privacy: The City does NOT have "window peeping" or "invasion of privacy" ordinance, like other municipalities (eg: Denver, Lakewood, Fowler, Aspen, Delta, Loveland, Fort Morgan, Breckenridge).

The proposed ordinance is modeled after Lakewood. It adds a new section to the City Code to prohibit window peeping. Violators would be subject to the general penalty of \$2,650.00 and/or imprisonment not to exceed one year (exception: no imprisonment for juveniles).

QUESTIONS FOR Committee

Does the Committee support moving this matter forward for City Council's consideration?

EXHIBITS ATTACHED:

PROPOSED Ordinance re window peeping (2-11-2019)

ORDINANCE NO. 2019-_____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 94-44 OF THE CITY CODE RELATED TO PROHIBIT WINDOW PEEPING

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. That section 94-44 of the City Code of the City of Aurora, Colorado, is hereby added to read as follows:

Sec. 94-44. – Window Peeping

- (a) It is unlawful for any person to knowingly look, peer, or peep in to any window, door, skylight, or other opening of any dwelling of another, in a situation where the person being observed has a reasonable expectation of privacy, without that person's consent, with the intent of spying on another or invading another's privacy, or going onto another's premises for that purpose.**
- (b) It shall be unlawful for any person to knowingly look, peer, or peep into any window, door, skylight, or other opening of any dressing room, locker room, rest room, shower stall, tanning booth, or any area containing bathing facilities in any commercial business, public facility, or private club, in a situation where the person being observed has a reasonable expectation of privacy, without that person's consent, with the intent of observing another person in the act of dressing or undressing or in a state of nudity.**
- (c) For the purposes of this section, a "state of nudity" means the appearance of a bare buttocks, anus, male genitals, female genitals, or female breast.**
- (d) This provision shall not apply to any act committed by a peace officer in the lawful discharge of his duties.**

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Repealer. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 4. Publication. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2019.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2019.

BOB LEGARE, Mayor

ATTEST:

STEPHEN RUGER, City Clerk

APPROVED AS TO FORM



NANCY RODGERS, Deputy City Attorney



Public Safety, Courts and Civil Service Policy Committee Agenda Item Commentary

Item Title: PROPOSAL TO ELIMINATE THE U.S. CITIZENSHIP REQUIREMENTS FOR AURORA POLICE AND FIRE APPLICANTS.
Item Initiator: Deputy Chief Paul O'Keefe
Staff Source: Division Chief Harry Glidden
Deputy City Manager Signature:
Outside Speaker:
Council Goal: 1.0: Assure a safe community for people--2012: 1.0--Assure a safe community for people.

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

In late 2018, the Aurora Police Department recruiting staff prepared some recommendations they believed would enhance recruitment and retention efforts for the sworn police positions. Four recommendations were brought forward to the Civil Service Commission, and three have since been approved. The final recommendation, to eliminate the strict requirement for U.S. citizenship, was tabled.

Attached are several settlement agreements that provide some background information related to this topic. For example, in November 2016, the Denver Sheriff's Department entered into an agreement with the Department of Justice to change their hiring practice after it was determined they were violating federal law by denying non-citizens, who were lawfully able to work in the country, the opportunity to work for the Sheriff's Department. Currently, the City of Aurora employs the same citizenship restriction.

In January 2017, the Civil Service Commission was asked to look at their rules and to adjust them according to federal law, in addition to the rationale related to recruitment. The issue was tabled. On January 8, 2019, members of the Police Recruiting Unit, along with members of the City Attorney's Office asked the Civil Service Commission to consider changing the rule restricting non-citizens from applying for Police and Fire positions. The Commission requested that the Public Safety, Courts, and Civil Service Committee provide guidance.

A review of metropolitan police agencies, and the larger police agencies in the state, identified Aurora as one of four departments that has a citizenship requirement. Adams County Sheriff's Office, Denver Police

Department, and Pueblo Police Department are the only other agencies that have this requirement. Please see the attached list for the agencies that were contacted. The City of Aurora does not require citizenship in any of its other hiring needs. The requirement is only for Police and Fire civil service positions.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The Aurora Civil Service Commission employs a rule that restricts non-citizens from applying for sworn police and fire positions. This rule is not directed by state law or municipal ordinance. Aurora is one of four police agencies in the state that has this requirement. The City of Aurora does not have this requirement for any other positions (i.e. this is not a requirement for Career Service positions). The Civil Service Commission requested PSCCS committee provide guidance on whether or not to retain this rule for non-US citizens who are lawfully in the United States and legally allowed to work, which restricts their right apply for police and fire positions in Aurora.

QUESTIONS FOR Committee

Does the Committee support a request to the Civil Service Committee to eliminate the requirement for U.S. citizenship for sworn Aurora Police and Fire applicants?

EXHIBITS ATTACHED:

- DOJ Arapahoe County Sheriff Settlement Announcement 2013
- DOJ Denver Sheriff Settlement Agreement 2016
- DOJ Eugene PD Settlement Agreement 2015
- DOJ Waterloo PD Settlement Agreement 2014
- POST Board Guidance Re Certification of NonUnited States Citizens
- U S Citizenship

JUSTICE NEWS

Department of Justice

Office of Public Affairs

FOR IMMEDIATE RELEASE

Friday, October 18, 2013

Justice Department Reaches Settlement with Arapahoe, Colo., Sheriff's Office to Resolve Immigration-Related Unfair Employment Practices

The Justice Department announced today that it has reached an agreement with the Arapahoe County, Colo. Office of the Sheriff resolving allegations that the Office of the Sheriff violated the anti-discrimination provision of the Immigration and Nationality Act (INA).

The investigation was initiated based on information obtained in the course of a lawsuit filed by a former employee against the Sheriff's Office alleging discriminatory termination. The Department's investigation established that the Office of the Sheriff improperly restricted law enforcement positions to U.S. citizens notwithstanding the fact that no law, regulation, executive order or government contract authorized it to restrict employment in this manner. The former employee who filed the lawsuit was in fact a U.S. citizen and had documentation that showed her work authorization but not her citizenship. The INA's anti-discrimination provision prohibits certain discriminatory hiring practices against work-authorized individuals and permits employers to limit jobs to U.S. citizens only where the employer is required to do so by law, regulation, executive order, or government contract.

Under the settlement agreement, the Office of the Sheriff's employment eligibility verification practices will be subject to monitoring by the Justice Department and reporting requirements for a period of three years. The Sheriff's Office also agreed to pay \$500 in civil penalties to the United States. The Office of the Sheriff had already addressed the identified victim's back pay claims through an earlier agreement based on her private lawsuit. In addition, the Office of the Sheriff informed other affected non-U.S. citizen applicants that they could re-apply for available law enforcement positions. The Sheriff's Office denied that it committed any violation of the anti-discrimination provision but fully cooperated with the investigation and agreed to revise its hiring policies and procedures to ensure compliance with the INA's anti-discrimination provision.

"Employers must ensure that their hiring practices do not violate the anti-discrimination provision of the INA," said Jocelyn Samuels, Acting Assistant Attorney General for the Civil Rights Division. "Any restrictions in hiring based on citizenship status must be pursuant to requirements established by law or government contract, not internal policies. The Office of the Sheriff's cooperation and its efforts to reach out to non-citizens affected by its past policies reflect its commitment to address the issues raised in this investigation in a meaningful manner."

The Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC) is responsible for enforcing the anti-discrimination provision of the INA. For more information about protections against employment discrimination under the immigration laws, call the OSC's worker hotline at 1-800-255-7688 (1-800-237-2525, TTY for hearing impaired), call the OSC's employer hotline at 1-800-255-8155 (1-800-362-2735, TTY for hearing impaired), sign up for a free webinar at www.justice.gov/about/osc/webinars.php , email oscrt@usdoj.gov or visit the website at www.justice.gov/crt/about/osc .

Component(s):

Civil Rights Division

Press Release Number:

13-1112

Updated September 15, 2014

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between Denver Sheriff Department ("Respondent") and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices ("Office of Special Counsel" or "OSC").

WHEREAS, on March 17, 2016, the Office of Special Counsel notified Respondent that it had initiated an investigation, DJ No. 197-13-189 ("OSC Investigation"), to determine whether Respondent had engaged in unfair immigration-related employment practices prohibited under 8 U.S.C. § 1324b (the "Act").

WHEREAS, the Office of Special Counsel concluded based upon its investigation that there is reasonable cause to believe that Respondent committed citizenship status discrimination in violation of the Act during the period from approximately January 1, 2015, to March 23, 2016. Specifically, the Office of Special Counsel found that Respondent limited applicants for deputy sheriff positions to U.S. citizens only, even though Respondent was not authorized by law to have such a citizenship requirement. The Office of Special Counsel also found that several non-U.S. citizens with work authorization were unlawfully excluded, in part or in whole, from consideration for the positions because of their citizenship status.

WHEREAS, Respondent maintains that any violation was not committed knowingly.

WHEREAS, the Office of Special Counsel and Respondent wish to resolve this investigation without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained below, and to fully and finally resolve the OSC Investigation as of the date of this Agreement, it is agreed as follows:

1. This Agreement becomes effective as of the date of the last signature on the Agreement, which date is referenced herein as the "Effective Date." The "term of this Agreement" shall be three years following the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of ten thousand dollars (\$10,000.00).
3. The monies discussed in paragraph 2 shall be paid via the FedWire electronic fund transfer system within ten (10) business days from the Effective Date of this Agreement or receipt of fund transfer instructions from the Office of Special Counsel, whichever is later. On the day of payment, Respondent shall confirm via email to Hillary K. Valderrama at hillary.valderrama@usdoj.gov that payment was made.
4. Respondent shall not discriminate on the basis of citizenship, immigration status or national origin in violation of 8 U.S.C. § 1324b.

5. Respondent shall treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the recruitment, hiring, firing, and employment eligibility verification and re-verification process, as required by 8 U.S.C. § 1324b.
6. Respondent shall post an English and Spanish version of the Office of Special Counsel "If You Have The Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 18" x 24", an image of which is available at <http://www.justice.gov/crt/about/osc/htm/worker.php#>, in all places where notices to employees and job applicants are normally posted. The Notice will be posted within fourteen (14) days from the Effective Date of this Agreement and will remain posted for three (3) years thereafter.
7. Beginning not more than fourteen (14) days from the Effective Date of this Agreement and continuing through the term of this Agreement, Respondent shall provide (1) a letter-sized copy of the OSC Poster in English and the applicant's preferred language, if the preferred language is known and the OSC Poster is available in that language, with all paper employment applications, and/or (2) an electronic link to the English and Spanish versions of the OSC Poster with all electronic applications.
8. For three (3) years from the Effective Date of this Agreement, Respondent shall ensure that all individuals who are responsible for formulating, carrying out, and/or conducting training on Respondent's hiring, firing, equal employment, and employment eligibility verification policies, as well as all managers and employees who have any role making employment eligibility decisions, such as completing the Form I-9 and/or using the E-Verify system ("Human Resources Personnel"), are in possession of the most current version of the Form I-9, USCIS Employment Eligibility Verification Handbook for Employers (M-274) ("Handbook"), available at www.uscis.gov/I-9Central, and the most current USCIS E-Verify Manual (M-775) ("Manual"), available at www.uscis.gov/USCIS/Verification/E-Verify/E-Verify_Native_Documents/manual-employer_comp.pdf. Copies of these documents and future revisions of the Form I-9, Handbook, and Manual can be obtained from the United States Citizenship and Immigration Services at www.uscis.gov.
9. Within thirty (30) days of the Effective Date of this Agreement, Respondent shall review its employment policies as they relate to nondiscrimination on the basis of citizenship status and national origin and shall, as necessary, revise such policies to:
 - (a) Prohibit (1) requesting employment eligibility verification documents from any individual prior to making an offer of employment; (2) requesting information regarding applicants' citizenship and/or immigration status prior to making an offer of employment; (3) discriminating on the basis of citizenship, immigration status or national origin in the hiring and firing process or the Form I-9 employment eligibility verification and re-verification process.

- (b) Refer applicants and employees who complain, formally or informally, of discrimination based on citizenship/immigration status or national origin in the hiring, firing, or Form I-9 employment eligibility verification and re-verification process immediately to the Office of Special Counsel by directing the affected individual to the OSC Poster and the Office of Special Counsel's worker hotline and website, and advise the affected individual of his or her right to file a charge of discrimination with the Office of Special Counsel.
- (c) Provide that Respondent shall not take any reprisal action against an employee for having opposed any employment practice made unlawful by 8 U.S.C. § 1324b, or for filing any charge, or participating in any lawful manner in any investigation or action under 8 U.S.C. § 1324b.

Throughout the term of this Agreement, Respondent shall provide any changes in employment policies as they relate to nondiscrimination on the basis of citizenship, immigration status and national origin to the Office of Special Counsel for review and, if deemed necessary, input at least thirty (30) days prior to the effective date of such revised policies.

10. Within thirty (30) days of the Effective Date of this Agreement, Respondent shall:

- (a) ensure that all staff members responsible for recruiting, hiring, and/or developing promotional materials for the deputy sheriff position are aware that Respondent does not require applicants to be United States citizens;
- (b) eliminate all references to citizenship and/or immigration status from its application materials (including both hard and electronic copies);
- (c) eliminate references to citizenship requirements from all its materials regarding the deputy sheriff position, including but not limited to its job postings, full rank descriptions, training descriptions, Deputy Sheriff Information Booklet, and Internet site; and
- (d) contact any community partners and/or organizations whose assistance Respondent requests, obtains, or utilizes in recruiting candidates for deputy sheriff positions to inform them in writing that it does not have a requirement that applicants be United States citizens.

11. Respondent shall:

- (a) review all applications for deputy sheriff positions received since January 1, 2015 within ninety (90) days of the Effective Date of this Agreement;
- (b) from the applications referenced in paragraph 11(a), identify each candidate disqualified due to a U.S. citizenship requirement ("unlawfully excluded

candidate”) and provide to OSC a list identifying all unlawfully excluded candidates by name, last-known mailing address, date of birth, and date of application within seventy-five (75) days of the Effective Date of this Agreement;

- (c) provide unlawfully excluded candidates who are currently interested in a deputy sheriff position with an impartial and non-discriminatory opportunity to complete the application/evaluation process for the deputy sheriff position subject to the same rules and following the same procedures in place for the most recent round of hiring for the deputy sheriff position, except that no consideration shall be given to the citizenship status of the unlawfully excluded candidates. The following terms shall apply to the application/evaluation process:
- i. Within thirty (30) days from the date Respondent transmits the list of unlawfully excluded candidates to OSC as described in paragraph 11(b), Respondent shall transmit in writing a letter to each unlawfully excluded candidate at their last known address by registered or certified mail, return receipt requested, inviting them to participate in the application/evaluation process for the deputy sheriff position in accordance with the terms of this paragraph. The letter shall inform unlawfully excluded candidates that if they wish to participate in the application/evaluation process, they must contact Respondent within thirty (30) days of receipt of the letter;
 - ii. If any unlawfully excluded candidate contacts Respondent and communicates a desire to participate in the application/evaluation process within the timeframe referenced in paragraph 11(c)(i), Respondent and the unlawfully excluded candidate shall select a mutually agreeable date and time for the unlawfully excluded candidate to complete the application/evaluation process, except that the date selected must be within two hundred and ten (210) days from the Effective Date of this Agreement;
 - iii. If any unlawfully excluded candidate fails to timely respond to the invitation to participate in the application/evaluation process as set forth in paragraph 11(c)(i), or does not appear at the date and time selected by the parties in paragraph 11(c)(ii), Respondent shall have no further obligation to continue the application/evaluation process for the unlawfully excluded candidate;
 - iv. If a work-authorized unlawfully excluded candidate meets the suitability requirements that were applied during the last deputy sheriff hiring, Respondent shall place such a candidate on a preferential consideration list. Respondent shall fill at least the next two (2) deputy sheriff vacancies from the preferential consideration list unless no

candidate from the list is interested in the position when it becomes vacant or the candidates on the list are no longer suitable for the position when it becomes vacant;

- v. If Respondent determines that any unlawfully excluded candidate does not meet the suitability requirements, Respondent shall document the reasons for such decision, shall notify OSC within ten (10) days of such decision, and shall provide such documentation to OSC within fourteen (14) days of a request; and
- vi. Respondent shall keep all notes, applications, materials, and documents related to the review and assessment of unlawfully excluded candidates and the application/evaluation process required by this paragraph, as well as the preferential consideration list, and shall provide such documents to OSC within fourteen (14) days of a request.

12. Within ninety (90) days of the Effective Date of this Agreement, the Director of the Department of Safety Human Resources Office shall join OSC's e-mail distribution list, available at <https://public.govdelivery.com/accounts/USDOJ/subscriber/new>. The HR Director will distribute information as needed.

- (a) Respondent's personnel who are involved in hiring, recruitment, and/or employment eligibility verification will attend a training regarding their obligation to comply with 8 U.S.C. § 1324b, as provided by OSC.
- (b) The training will consist of viewing a remote webinar presentation. OSC will provide the webinar registration link to Respondent. Participants will register for the webinar presentation at <http://www.justice.gov/crt/about/osc/webinars.php>.
- (c) Employees attending the training will be paid their normal rate of pay during the training, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions.
- (d) For a period of three years from the effective date of this Agreement, Respondent's personnel who are hired or promoted into a position requiring the performance of any of the duties specified in Paragraph 8 after the initial training described in this paragraph has been conducted will attend an OSC Employer/HR webinar within ninety (90) days of hire or promotion, unless they have already attended a webinar within the past calendar year.
- (e) Respondent will notify OSC at hillary.valderrama@usdoj.gov within fourteen calendar (14) days after having an employee attend a webinar presentation required under this paragraph. The notice will include the names of

Respondent's employees who attended the webinar training, their titles, and the date of the training.

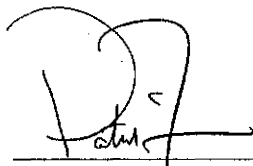
13. During the Reporting Period, the Office of Special Counsel reserves the right to make reasonable inquiries to Respondent necessary to determine Respondent's compliance with this Agreement independent of the provisions of Paragraph 16. As a part of such review, the Office of Special Counsel may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's documents at the expense of the Office of Special Counsel.
14. Every six (6) months during the Reporting Period, Respondent shall provide the Office of Special Counsel with (1) copies of the completed Forms I-9, including attachments, for each employee hired by Respondent as a deputy sheriff, and (2) all advertisements and recruiting materials pertaining to the deputy sheriff position in that six-month period (Respondent may provide a link to this material if available on-line). Respondent shall provide the documents in electronic form unless requested otherwise.
15. If the Office of Special Counsel has reason to believe that Respondent is in violation of any provision of this Agreement, the Office of Special Counsel may, in its discretion, promptly notify Respondent of the purported violation. Respondent will then be given a thirty (30) day period from the date it is notified by the Office of Special Counsel in which to cure the violation to the satisfaction of the Office of Special Counsel before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.
16. Notwithstanding any other provision in this Agreement, this Agreement does not affect the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondent with the Office of Special Counsel, the authority of the Office of Special Counsel to investigate or file a complaint on behalf of any such individual, or the authority of the Office of Special Counsel to conduct an independent investigation of Respondent's employment practices.
17. Except as otherwise specified above, Respondent shall direct all documents required by this Agreement to OSC's attention through one of the following methods:
 - a. Electronic mail to Hillary Valderrama at hillary.valderrama@usdoj.gov (or other such individual identified by OSC). Electronic documents containing personally identifiable information shall be encrypted prior to transmission in this manner; or
 - b. Courier delivery service (FedEx, UPS) to:

U.S. Department of Justice, Civil Rights Division
Office of Special Counsel for Immigration-Related
Unfair Employment Practices
1425 New York Avenue, Suite 9000
Washington, DC 20005.

18. This Agreement resolves any and all differences between the parties relating to the OSC Investigation through the date this Agreement is signed by all parties.
19. This Agreement may be enforced in the United States District Court for the District of Colorado.
20. The Office of Special Counsel and Respondent agree that, as of the Effective Date of this Agreement, litigation concerning the violations of 8 U.S.C. § 1324b that the Office of Special Counsel has reasonable cause to believe that Respondent committed is not reasonably foreseeable. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to this matter, the party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves either party of any other obligations imposed by this Agreement.
21. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. Respondent and the Office of Special Counsel agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement invalid.
22. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
23. This Agreement sets forth the entire agreement between the Respondent and the Office of Special Counsel and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.
24. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. The parties agree to be bound by facsimile signatures.

Denver Sheriff Department

By:

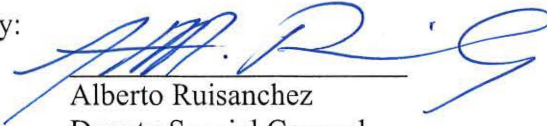


Patrick Firman
Sheriff

Dated: 11/15/16

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:


Alberto Ruisanchez
Deputy Special Counsel

Dated: 11/21/16

C. Sebastian Aloit
Special Litigation Counsel

Hillary K. Valderrama
Trial Attorney

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Eugene, Oregon ("Respondent") and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices ("Office of Special Counsel").

WHEREAS, on February 10, 2015, the Office of Special Counsel notified Respondent that it opened an independent investigation, DJ#197-61-109 ("Investigation"), to determine whether Respondent engages in or has engaged in employment-related discrimination based on citizenship status in violation of 8 U.S.C. § 1324b of the Immigration and Nationality Act (the "Act").

WHEREAS, the Office of Special Counsel concluded based upon its Investigation that there is reasonable cause to believe that Respondent had engaged in unlawful employment-related discrimination from July 2013 through February 2015 when it required its law enforcement personnel to be U.S. citizens at the time of hire, even though Oregon law requires police officers to be citizens within 18 months of hire. Respondent immediately corrected its employment practices and cooperated fully in the Investigation. Individuals protected under the Act who may have suffered economic harm have not been identified.

WHEREAS, the Office of Special Counsel and Respondent wish to resolve the Investigation without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and to fully and finally resolve the Investigation as of the date of this Agreement, it is agreed as follows:

1. Respondent, pursuant to 8 U.S.C. § 1324b(g)(B)(iv), shall pay to the United States Treasury the amount of three thousand dollars (\$3,000.00).
2. Respondent shall pay the monies referenced in paragraph one via the FedWire electronic fund transfer system within ten (10) business days from the date the Office of Special Counsel provides Respondent with fund transfer instructions. On the day of payment, Respondent shall confirm via email to Pablo A. Godoy at Pablo.Godoy@usdoj.gov that payment was made.
3. Respondent shall maintain its current practice of not limiting its hiring of law enforcement personnel to U.S. citizens and not including any U.S. citizenship requirements in its job postings or recruitment materials, unless and to the extent required in order to comply with law, regulation, executive order, or government contract. 8 U.S.C. § 1324b(a)(1), (2).
4. Respondent shall post an English and Spanish version of the Office of Special Counsel "If You Have the Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 18" x 24", an image of which is available at

<http://www.justice.gov/crt/about/osc/htm/worker.php#>, in all places at Respondent's Human Resources offices, the Eugene Police Department, and on Respondent's intranet and internet site where notices to employees and job applicants are normally posted. The OSC Poster will be posted within fourteen (14) days from the effective date of this Agreement and will remain posted for two (2) years thereafter.


5. Within thirty (30) days after the effective date of this Agreement, Respondent shall revise its employment policies as they relate to hiring of law enforcement personnel to:
 - a. Immediately refer applicants and employees who complain, formally or informally, of discrimination based on citizenship status or national origin in the recruitment, hiring, firing, or employment eligibility verification processes to the Office of Special Counsel by directing the affected individual to the OSC Poster and the Office of Special Counsel's worker hotline and website, and advise the affected individual of his or her right to file a charge of discrimination with the Office of Special Counsel;
 - b. Prohibit citizenship status discrimination in violation of 8 U.S.C. § 1324b(a)(1); and
 - c. Prohibit its personnel from taking any reprisal action against an employee or applicant for having opposed any employment practice made unlawful by 8 U.S.C. § 1324b, or for filing any charge, or participating in any lawful manner in any investigation or action under 8 U.S.C. § 1324b.
6. Respondent has already modified its on-line application software to remove any questions related to an applicant's citizenship status that would violate 8 U.S.C. § 1324b. Respondent shall not modify its on-line application software to ask questions related to an applicant's citizenship unless required by law, regulation, executive order, or government contract.
7. During the three (3) years after the effective date of this Agreement (the "Reporting Period"), Respondent shall provide any changes in employment policies as they relate to nondiscrimination on the basis of citizenship status or national origin to the Office of Special Counsel for review at least thirty (30) days prior to the effective date of such revised policies.
8. Within ninety (90) days after the effective date of this Agreement, the Office of Special Counsel shall provide all of Respondent's Human Resources Personnel, including those who have any responsibilities or duties related to hiring, recruitment, or employment eligibility verification, with training on 8 U.S.C. § 1324b.
 - a. The training will consist of viewing and participating in Internet-based training provided by the Office of Special Counsel.
 - b. Respondent shall pay all employees their normal rate of pay during the training, and the training will occur during normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions.

- c. For a period of two (2) years from the effective date of this Agreement, all new Human Resources Personnel hired by Respondent after the training described in this paragraph has been conducted shall attend an Office of Special Counsel Employer/HR webinar within sixty (60) days of hire.
 - d. Respondent shall compile attendance records listing the individuals who comply with the training as described in this paragraph in the form of Attachment A, including their full name, title, signature, and the date of the training, and send them via email to Pablo.Godoy@usdoj.gov within ten (10) days of the training session.
9. During the Reporting Period, the Office of Special Counsel reserves the right to make reasonable inquiries to Respondent necessary to determine Respondent's compliance with this Agreement. As a part of such review, the Office of Special Counsel may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's documents at the expense of the Office of Special Counsel.
10. If the Office of Special Counsel has reason to believe that Respondent is in violation of any provision of this Agreement, the Office of Special Counsel shall promptly notify Respondent of the purported violation. Respondent will then be given a thirty (30) day period from the date it is notified by the Office of Special Counsel in which to cure the violation to the satisfaction of the Office of Special Counsel before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.
11. The Office of Special Counsel shall provide Respondent with a copy of any notice or request for information authorized under this Agreement to the following address:
- City of Eugene Attorney's Office
125 E. 8th Avenue
Eugene, OR 97401
12. This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondent with the Office of Special Counsel, the authority of the Office of Special Counsel to investigate or file a complaint on behalf of any such individual, or the authority of the Office of Special Counsel to conduct an independent investigation of Respondent's employment practices.
13. This Agreement resolves any and all differences between the parties relating to the Investigation by the Office of Special Counsel through the date this Agreement is signed by all parties.
14. This Agreement may be enforced in the United States District Court for the District of Oregon.
15. The Office of Special Counsel and Respondent agree that, as of the effective date of this

Agreement, litigation concerning the violations of 8 U.S.C. § 1324b that the Office of Special Counsel has reasonable cause to believe that Respondent committed is not reasonably foreseeable. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to this matter, the party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves either party of any other obligations imposed by this Agreement.

16. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. Respondent and the Office of Special Counsel agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement invalid.
17. This Agreement is neither an admission by Respondent of any act in violation of 8 U.S.C. § 1324b nor an admission by the United States of the merits of any of Respondent's defenses.
18. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
19. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. The parties agree to be bound by facsimile signatures.

City of Eugene

By: 
Ben Miller, Assistant City Attorney

Dated: 7-27-15

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By: 
Alberto Ruisanchez
Deputy Special Counsel

Dated: 8-5-15

Sebastian Aloat
Special Litigation Counsel

Pablo A. Godoy
Trial Attorney

JUSTICE NEWS

Department of Justice

Office of Public Affairs

FOR IMMEDIATE RELEASE

Thursday, January 30, 2014

Justice Department Reaches Settlement to Resolve Claim of Citizenship Status Hiring Discrimination in Waterloo, Iowa

The Justice Department announced today that it has reached an agreement with the city of Waterloo, Iowa, resolving allegations that the city violated the anti-discrimination provision of the Immigration and Nationality Act (INA).

The department initiated its investigation after a charge was filed by a work-authorized, lawful permanent resident alleging that the city refused to consider him for a fire fighter position because he was not a U.S. citizen. The department's investigation confirmed that the city of Waterloo improperly restricted fire fighter positions to U.S. citizens despite the fact that no law, regulation, executive order or government contract authorized the city to legally restrict employment in such a manner under the INA. The investigation further revealed that the city of Waterloo had refused to consider the charging party's application on the basis of his citizenship status.

Under the settlement agreement, the city of Waterloo must provide the charging party with another opportunity to apply for the position and must hire or otherwise compensate the charging party if the charging party's performance on the city's hiring tests confirm that he would have been hired in the absence of discrimination. In addition, the city of Waterloo will pay \$13,000 in civil penalties to the United States, and has agreed to make changes to its policies and practices to ensure unlawful citizenship requirements are not imposed, to provide training to city officials, and to be subject to monitoring by the department for one year.

"Employers must make sure that they are not erecting unlawful, discriminatory barriers in hiring," said Acting Assistant Attorney General Jocelyn Samuels for the Civil Rights Division. "The department is committed to knocking down these barriers through its enforcement of the INA and making sure that work-authorized applicants have equal employment opportunities."

The Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC) is responsible for enforcing the anti-discrimination provision of the INA. For more information about protections against employment discrimination under the immigration laws, call OSC's worker hotline at 1-800-255-7688 (1-800-237-2525, TTY for hearing impaired), call OSC's employer hotline at 1-800-255-8155 (1-800-362-

2735, TTY for hearing impaired), sign up for a free webinar at www.justice.gov/crt/about/osc/webinars.php , email oscrt@usdoj.gov or visit the website at www.justice.gov/crt/about/osc

Component(s):

Civil Rights Division

Press Release Number:

14-099

Updated September 15, 2014



PEACE OFFICER STANDARDS AND TRAINING BOARD GUIDANCE REGARDING CERTIFICATION OF NON-UNITED STATES CITIZENS

The Department of Law (“DOL”) and the Peace Officer Standards and Training (“POST”) Board are committed to following all federal and state laws governing the certification of peace officer applicants, for both U.S. citizens and non-citizens alike. This page is intended to provide guidance to non-U.S. citizens who are considering applying for POST certification.

Federal law allows states to provide public benefits, including POST certification, to some non-U.S. citizens. The following non-U.S. citizens can receive POST certification:

- Lawful permanent residents;
- An alien who is granted asylum under § 208 of the Immigration and Nationality Act (“INA”);
- A refugee admitted under § 207 of the INA;
- An alien who is paroled into the United States for a period of at least one year under § 212(d)(5) of the INA;
- An alien whose deportation is being withheld because the federal Attorney General has determined that such alien's life or freedom would be threatened in such country on account of race, religion, nationality, membership in a particular social group, or political opinion;
- An alien who is granted conditional entry under § 203(a)(7) of the INA;
- An alien who is a Cuban or Haitian entrant;
- A nonimmigrant under the INA; or
- An alien who is paroled into the United States for less than one year under § 212(d)(5) of INA.

There are also several categories of non-citizen immigrants who may not be eligible for POST certification, but this area of law is very complicated and it is impossible to anticipate the specific facts of each situation. For example, law enforcement agencies should always consult

their attorneys about certain categories of immigrants, like those with employment authorization under the Deferred Action for Childhood Arrivals (“DACA”) program or other individuals who may lack lawful status in the United States. For more information, *see* 8 U.S.C. §§ 1621(a) and (c), 8 U.S.C. & 1641, and C.R.S. § 24-76.5-103(1).

The DOL and POST are not able to provide legal advice about specific individuals or circumstances. Hiring agencies and candidates with questions about their specific circumstances should consult an attorney.

U.S. Citizenship Required?

APD Recruiting Unit believes that our immigrant community is an untapped resource which has not been fully utilized for recruiting purposes (specifically the non-U.S. Citizen population). We are heavily involved in immigrant-community engagement activities and efforts to build trust and understanding through open communication with the hopes of recruiting from within those communities. Through our experiences attending these various community engagements we have found that many non-U.S. Citizens have great interest in becoming Police Officers with the Aurora Police Department. These individuals have contacted the Recruiting Unit due to the diversity in the Aurora community and because most already reside here and would like to give back to their community.

The Colorado Peace Officers Standards and Training (POST) requires the following:
Hiring Requirements

These are the minimum requirements to be hired in the state of Colorado. Each agency's requirements differ.

Non-United States Citizens

The Department of Law (“DOL”) and the Peace Officer Standards and Training (“POST”) Board are committed to following all federal and state laws governing the certification of peace officer applicants, for both U.S. citizens and non-citizens alike. This page is intended to provide guidance to non-U.S. citizens who are considering applying for POST certification.

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- An alien who is a Cuban or Haitian entrant;
- A nonimmigrant under the INA; or
- An alien who is paroled into the United States for less than one year under § 212(d)(5) of INA.

While the state of Colorado does not require US Citizenship, the City of Aurora does. In an effort to determine which Law Enforcement Agencies require US Citizenship, the Recruit Unit contacted the majority of the surrounding Metropolitan Police Agencies and Sheriff’s Departments. The results are as follows:

Department	YES		NO
Municipal Agencies			
Arvada PD			X
Aurora PD	X		
Boulder PD			X
Brighton PD			X
Broomfield PD			X
Castle Rock PD			X
Colorado Springs			X
Commerce City PD			X
Denver Police PD	x		
Englewood PD			X
Estes Park PD			X
Fort Collins			X
Glendale PD			X
Glenwood Springs			X
Grand Junction			X
Greenwood Village PD			X
Greeley			X
Lakewood PD			X
Littleton PD			X
Lone Tree PD			X
Longmont PD			X
Northglenn PD			X
Parker PD			X
Thornton PD			X
Westminster PD			X
Wheat Ridge PD			X
Sheriff's Departments			
Adams County SO	x		
Arapahoe County SO			X
Boulder County SO			X
Douglas County SO			X
Denver, County SO			X
State Patrol			x



Public Safety, Courts and Civil Service Policy Committee Agenda Item Commentary

Item Title: AN OVERVIEW OF THE AURORA POLICE DEPARTMENT SCHOOL RESOURCE OFFICER PROGRAM.
Item Initiator: Deputy Chief Paul O'Keefe
Staff Source: Commander Marcus Dudley
Deputy City Manager Signature:
Outside Speaker:
Council Goal: 1.0: Assure a safe community for people--2012: 1.0--Assure a safe community for people.

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

A request was made recently by the PSCCS Chair to have an update on the APD SRO program. This presentation will highlight the duties and responsibilities of the School Resource Officers (SROs); affiliations of the APD SROs with national organizations; discuss training SROs provide and attend, including critical incident training. The presentation will also cover recruiting activities performed by the SROs.

QUESTIONS FOR Committee

EXHIBITS ATTACHED:

Aurora Police SRO Powerpoint for Council 022119

School Resource Officer (SRO) Unit

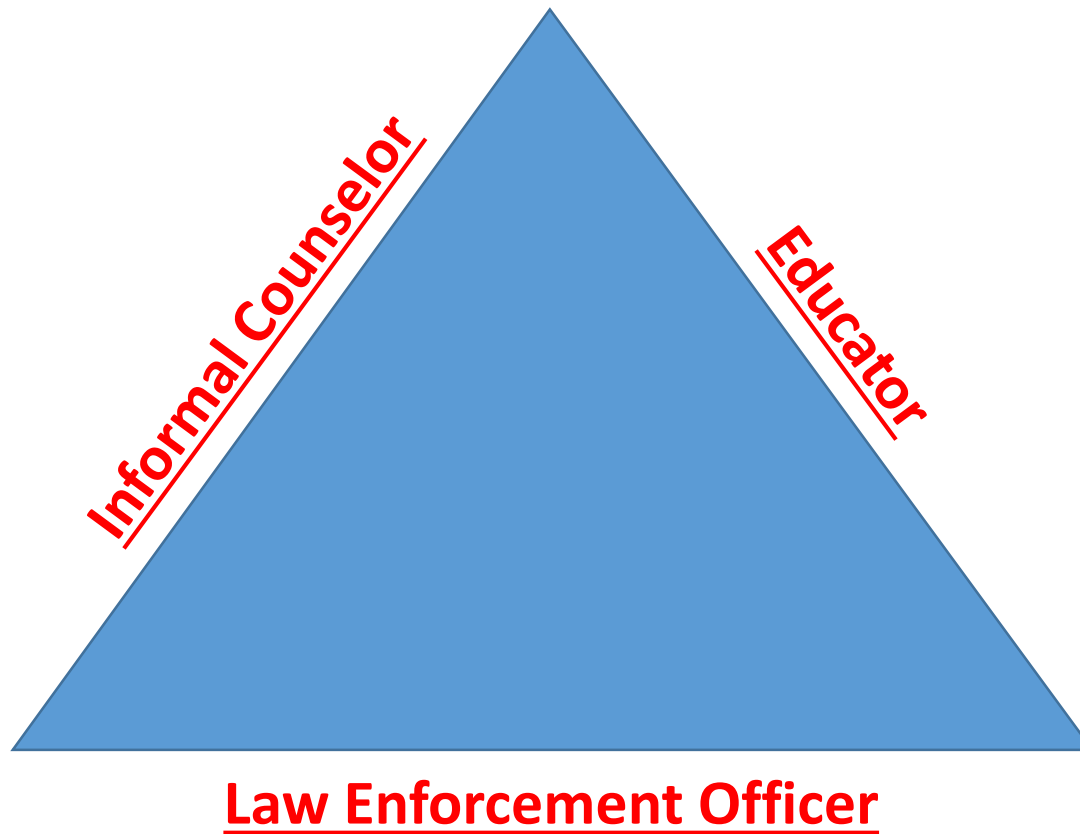


Promoting Safety and Crime Prevention

Key Benefits

- Uniformed presence at schools serves as visible deterrent for crime and promotes a safe educational environment.
- Members serve as resource for students, staff and community.
- Members required to receive specialized training within 1 year of joining the unit which is provided by National Association of School Resource Officers (NASRO).
- When taking Enforcement Action, SROs periodically make referrals to programs in the Aurora Municipal Teen Court, Restorative Justice entities, and District Court Diversion. (SROs often use a variety of positive resources as alternatives/supplements to arrest.)

SRO Triad Concept



SROs AND THE SCHOOLS

- SROs perform their duties where assigned alongside staff at the school(s). Staff assist SROs in identifying students in need of mentoring, counseling and law enforcement intervention. SROs are assigned primarily to 9 Aurora high schools, but supplement efforts at two other high schools and the middle schools as well.
- During the 2017-2018 school year, SROs worked in schools with an estimated student population of **20,755** in high schools & **11,346** in middle schools. (Not including K-8s)
- During the 2018-2019 school year, SROs work in schools with an estimated student population of **20,478** in high schools & **11,500** in middle schools. (Not including K-8s)
- 2018-2019 Smallest High School Population – 1347 (Gateway HS)
- 2018-2019 Largest High School Population – 2893 (Grandview HS)

Arrests & Mental Health Holds

2017-2018 School Year (Pop. HS 20,755 / MS 11,346):

- HS Custodial Arrests – 77
- HS Non-Custodial Arrests – 191
- HS APD Initiated Mental Health Holds – 22
- MS Custodial Arrests – 32
- MS Non-Custodial Arrests – 80
- MS APD Initiated Mental Health Holds – 12

2018-2019 School Year (through 2/4/19) Pop. HS 20,478 / MS 11,500:

- HS Custodial Arrests – 63
- HS Non-Custodial Arrests – 172
- HS APD Initiated Mental Health Holds – 11
- MS Custodial Arrests – 12
- MS Non-Custodial Arrests – 75
- MS APD Initiated Mental Health Holds - 14

A concern has arisen related to SROs in schools:

*How SROs relate to kids is seen by some in the community as a contributor to pathways into the juvenile justice system. This is also known as **“The School To Prison Pipeline”***

The Aurora Police Department’s level of training, supervision, MOUs (Memorandums of Understanding), and accessible juvenile justice system programs seek to avoid creating such pathways.

The SRO’s goal is to provide individual and purposeful attention to each youth contact. This allows the SRO to tailor his/her efforts specifically to the situation at hand and seek alternatives to arrest, whenever possible. However, even in the event of an arrest...

“We work diligently to help youth... ..“Discover They Can Recover!”

- **Student Mentoring:**
 - Developing intervention, skills development, and healthy-lifestyle programs (inclusive of conducting home visits, listening to student concerns and crisis intervention)
 - Additional examples: **Global Teen Citizens Police Academy and International Teen Citizens Police Academy**
- **Presentations on Youth- Related issues:**
 - Juveniles and the Law
 - Social media safety & awareness
 - Drug & alcohol abuse prevention
 - Gang prevention
 - Domestic violence
 - Traffic-stops/law enforcement contact education
 - Bullying Prevention
 - Stress management
 - Improving self-esteem
 - Diversity & Inclusion
 - Countering Violent Extremism

SROs are encouraged to conduct presentations. These presentations are conducted during a variety of classroom opportunities deemed appropriate by school staff. SROs also engage with students in multiple after-school programs.

- **Community Liaison Efforts**
 - Global Fest
 - Parent Teacher Community Organizations
 - Feeding the homeless programs
 - CELL presentations
 - Faith-based organizations presentations
 - World Center (DHS) presentations
 - Community Mentoring Programs
 - Sports Coaches

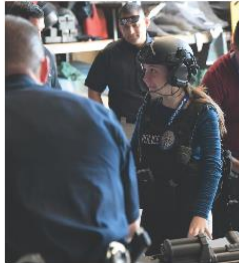
Recruiting





Aurora Police Department

GLOBAL Teen CITIZEN POLICE ACADEMY



INTERESTED IN LEARNING MORE
ABOUT LAW ENFORCEMENT?

Join us and learn firsthand what our Police do.

SESSIONS IN JUNE & JULY

JUNE 3-14 with graduation on JUNE 15, 2019
JULY 8-19 with graduation on JULY 20, 2019

Ages 14 and older

Choose **mornings 8 a.m.-12:30 p.m.** or **afternoons 1-5:30 p.m.**

Most classes are held at the Aurora Municipal Center
(15151 E. Alameda Parkway) in the Aurora Room.

CLASSES

- Internet Safety
- Traffic
- Firearm Safety
- Shoot/Don't Shoot
- Scenarios in the Police Simulator
- Demonstrations by SWAT
- Use of Force
- K-9
- Driving an Aurora Police Car

INSTRUCTORS FROM THE APD'S:

- Traffic Unit
- SWAT Team
- Gang Unit
- K-9 Unit
- Detective Units
- Police Academy
- Firing Range
- School Resource Officer Unit
- * Chief of Police

GRADUATION INFORMATION

JUNE 15, 2019 at 10 a.m. for first session graduates
JULY 20, 2019 at 10 a.m. for second session graduates

Aurora Public Schools Professional Learning & Conference Center
15771 E. 1st Avenue, Aurora, Colorado 80011

Applications can be obtained through your SRO or by emailing
rbrassel@auroragov.org
Questions? Please call Ruth Brassell at 303.739.6350.

Critical Incident Training

- Officers receive critical incident training during NASRO Basic and Advanced sessions, as well as the department's SRO/CSO annual seminar.
- Annual Active Critical incident training and table top exercises are performed in coordination with both school districts.
- APD will be conducting reviews of "lessons learned" from the Stoneman Douglas High School shooting that occurred in Parkland, Florida.

Handling of Crisis Situation

- SROs often act as First Responders to immediately engage in Critical Incidents on school campuses & surrounding communities.
- SROs partner with the State of Colorado Safe2Tell program.
- SROs collaborate with both school districts' Incident Response Teams (IRT) in the event of any crisis (critical incidents, devastating staff/student injuries or suicides, criminal allegations involving school staff, etc.)
- SROs often investigate criminal acts involving school staff.
- SROs are also trained in various aspects of “Mental Health Crisis Intervention” and “Children in Crisis Intervention”.



NASRO

National Association of
School Resource Officers

**MODEL SRO AGENCY
AWARD**

Presented To

**Aurora Police Department
Colorado**

*For Your Continued Support Of The
School Resource Officer Program And In
Recognition Of Being Recognized As A
“Model SRO Program”
Throughout The United States of America.*

Presented July, 2008
Phoenix, Arizona