



# AGENDA

## Public Safety, Courts and Civil Service Policy Committee

February 16, 2022, 8:30 am

Council Member Dustin Zvonek, Chair  
Council Member Danielle Jurinsky, Vice Chair  
Council Member Steve Sundberg, Member

### Public Participant Dialing Instructions

Dial Access Number 408.418.9388

Event Number 2498 471 3966

Council Goal: Assure a safe community for people

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	<b>Pages</b>
<b>1. Call to Order</b>	
<b>2. Approval of Minutes</b> January 13, 2022 Minutes	1
<b>3. Consent Items</b>	
<b>3.a. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE OFFICE OF ALTERNATE DEFENSE COUNSEL FOR THE PROVISION OF CONFLICT ATTORNEY REPRESENTATION</b> Douglas Wilson, Chief Public Defender / Angela Garcia, Senior Assistance City Attorney  5 minutes	14
<b>4. General Business</b>	
<b>4.a. February 2022 Crime and Police Attrition Update</b> Darin Parker, Deputy Chief / John Schneebeck, Business Services Manager 10 minutes	34
<b>4.b. Aurora Fire Rescue Attrition Data for January 2022</b> Mathew Wasserburger, Assistant Director Fire Management Services / Angela Garcia, Senior Assistant City Attorney  5 minutes	52
<b>4.c. Aurora911 Staffing Update</b> Tina Buneta, Director of Emergency Communications  5 minutes	56

- 4.d. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE CITY OF AURORA TO TACKLE THE INCREASE OF VIOLENT CRIME IN THE CITY BY DEVELOPING AND IMPLEMENTING A COMPREHENSIVE CRIME REDUCTION PLAN**  
Jason Batchelor, Deputy City Manager / Peter Schulte, Public Safety Client Group Manager

Sponsor: Councilmember Dustin Zvonek

20 minutes

Waiver of Reconsideration: Waiver requested due to urgency of the issues in the Resolution

Does Council wish to approve this Resolution directing the City Manager to work with City departments to develop and implement an comprehensive crime reduction plan?

- 4.e. Violent Crime Units Follow-up** 62  
Mark Hildebrand, Division Chief / Megan Platt, Assistant City Attorney  
25 Minutes
- 4.f. Aurora Police Department Retention Initiatives** 64  
Vanessa Wilson, Chief of Police / Megan Platt, Assistant City Attorney  
30 minutes
- 4.g. AFR Health & Safety Update** 66  
Allen Robnett, Deputy Fire Chief / Angela Garcia, Senior Assistant City Attorney  
25 minutes

**5. Miscellaneous Matters for Consideration**

**6. Confirm Next Meeting**  
March 10, 2022 at 9 am via WebEx

**7. Adjournment**



**Public Safety, Courts and Civil Service Committee**

**January 13, 2021**

Members Present           Dustin Zvonek, Chair  
                                  Danielle Jurinsky, Vice Chair  
                                  Steve Sundberg, Member  
                                  Francoise Bergan, Mayor Pro Tem  
                                  Ruben Medina, Council Member  
                                  Angela Lawson, Council Member  
                                  Juan Marcano, Council Member

Others Present            A. Botham, S. Risner, A. Robnett, M. Ridder, D. Parker, J. Schneebeck,  
                                  J. Batchelor, R. Pena, J. Smith, M. Platt, T. Buneta, M. Chapman, S.  
                                  Newman, T. Brown, M. Hildebrand, C. Juul, R. Medina, F. Gray, P.  
                                  Schulte, J. Nicholas, A. McIntyre, M. Wasserburger, R. Weber, A.  
                                  Garcia, M. Cain, B. Joyce, S. McGhee, C. Amsler, J. Lanigan, J. Moon,  
                                  V. Wilson, J. Heckman, E. Wittman, M. Longshore, M. Crawford, S.  
                                  Day, W. Lippman, D. Wilson, C. Stephens, J. Bajorek, M. Smith Y.  
                                  Emeson, J. Twombly, C. Amparan, K. Leyba, S. Franz, S. Manheimer,  
                                  K. Claspell

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**1. Call to Order**

Meeting called to order at 9 am.

**2. Approval of Minutes**

November 9, 2021 minutes approved.

**3. Consent Items**

None

**4. General Business**

**4.a January 2022 Crime and Police Attrition Update**

Deputy Chief Darin Parker provided Crime Statistics updates. Crime statistics were provided in the backup. They reflect an increase in overall crime, violent crime and property crimes. It was noted many cities across the Metro area and the country are seeing similar increases in crime. APD is facing a number of challenges contributing to these crime numbers. The year-end number of homicides is shown as 39. However, it is actually 44 and could change to 45 depending on the survival of a victim on life support. D. Parker recognized the Major Crime Homicide Unit (MCU), pointing out they had a 73% clearance rate in 2021, which is outstanding compared to the national average of 61%. They did this during record high

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homicides, call outs and investigations. MCU is also responsible for missing persons and other serious crimes. In addition, this happened while the agency switched from investigators doing exclusively Officer Involved Shootings (OIS) to joining the Critical Incident Response Teams (CIRT) in the 17<sup>th</sup> and 18<sup>th</sup> Districts which presented additional challenges and call-outs as part of responding to other cities and judicial districts. They participated in Operation Restore, which is a joint operation with the U.S. Marshal. It took place over a period of two weeks netting 116 arrest of serious criminal fugitives. Officers working overtime in order to identify hotspots proved to be successful as well. Patrol Officers are also working the Colfax corridor by focusing on engagement with business owners, their employees, residents and travelers. APD initiated a unit called Gang Robbery Investigations Team (GRIT). GRIT focuses on pattern robberies in response to an identified increase of robberies connected to the same groups and criminals. GRIT has been highly successful in identifying individuals, linking them together through investigation, and prosecuting as a group. D. Parker recognized the entire department and the challenges faced over the last two years. Officers, investigators, sworn and non-sworn, across the entire department have been asked to do more with less, and they have stepped up. D. Parker expressed that he believes APD is the finest in the state and certainly measures up against the finest in the country.

Business Services Manager John Schneebeck provided the January Police Attrition Updates to the committee. There were 126 separations in 2021, which is a 17% turnover. Chief Venessa Wilson added one resignation and one retirement in December were in lieu-of termination for misconduct and criminal activity. Data showed an upward trajectory of losses beginning June 2020. In 2018, there were 59 separations, 2019 there were 58 separations and in 2020 there were 87 separations. In 2021 there were five basic academies and two lateral academies for a total of 84 new recruits. The organizations' resources are designed for a deployment of 744 to achieve the mission of the organization. In December 2021 APD had 717 FTEs assigned to identified functions. Currently Patrol is short 40 FTEs and Street Operations are short 35 FTEs. In addition, 29 recruits were assigned to FTOs as part of their field training and evaluation program. Chief and executive staff design placement of staff assignments to achieve the Mission: partnering with our community to make Aurora safer every day, and the Vision will continually evolve as an innovation agency. The position placement is referred to as a billet by rank and assignment. Executive staff continuously evaluates billets and the need to make changes throughout the year.

CM Jurinsky: Chief Parker, you said with this GRIT program, these armed robberies, that you've seen it's a lot of the same people, a lot of the same offenders. Do you think that there's a gang relation there?

D. Parker: Yes, our lieutenants brought this initiative to us sometime back and presented that argument, saying, a lot of robberies lead into shootings and things like that are were the same groups and many were gang members. You are going to hear more information about how we define gangs, what's a gang and what's a group and that type of thing. But, yes, we did find that a lot of these suspects were gang members.

CM Jurinsky: In your opinion, and I know that you know some of them call themselves a click, they call themselves a group. It's not always called a gang, but

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they even the groups and the clicks, in your opinion, do you feel like they still operate with some sort of a gang mentality?

D. Parker: There is an organized mentality. So, yes, I would agree with you, there is something where we define it as a gang or a click or whatever. But there is an organized crime element, they're going out and doing these with a plan. They have a specific MO, a way that they do it and that's how they are identified in our investigators in GRIT. Our investigators are really good at identifying individuals and connecting cases which makes a stronger prosecution.

CM Jurinsky: Are these same people, known repeat offenders, in the juvenile age group or are they adults we are talking about?

D. Parker: I do not have specific numbers but believe some are juveniles and some are adults.

CM Jurinsky: Also, you mentioned 44 homicides, I did not get a time period on that. What time period were you talking about?

D. Parker: That is for the year 2021.

CM Jurinsky: Of the 44, Do you have any idea of how many were juveniles?

M. Hildebrand: Council Member Jurinsky, I'll cover a lot of this during my presentation. So that might answer some of the question that you're directing towards Deputy Chief Parker.

CM Zvonek: One of the things I requested and think would be helpful is the specifics around youth violence, the number of shootings and where youth have been involved. Also, how many of them they suspect are gang related or whatever we call them. I think that's in the presentation.

M. Hildebrand: Yes, that is correct. I will be covering that and will discuss it after the presentation and should be able to answer additional questions.

V. Wilson: A survey was done across the nation that just published yesterday from April of 2020 to March of 2021. All agencies that participated in the survey saw an increase of 18% in resignations and a 45% increase in retirements. The survey only goes to March of 2021. They're going do this again, hopefully, in a few months we will have more information from March 2021 to now. I hope to bring that back.

CM Zvonek: One question as it relates to academies. I know that we've seen across the board resignations from law enforcement, but in terms of our academies, how do they compare to previous academies within APD and, in general, across the board? Are we getting people or not and what does that tell us?

V. Wilson: I do not have that information. I think that is a really good thing to look at and we can bring that to you next time. I will say, in the same survey, there was a 5% decrease in people applying for the job. This job is not for everyone as it takes a special person and they realize they are in to deep or their families have issues seeing what is going on across the nation with the danger facing officers. We will work with civil services and new recruiting firm and have some lateral incentives. We are working with city management to attract qualified officers to come work with us.

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CM Zvonek: Thank you, Chief. I do think it would be helpful for the committee to see those numbers. Just a comparison of how many recruits we had a 2021 and going back to 2020 and 2019, only because 2020 might have been skewed. I'm certain that given the challenges that law enforcement have faced over the last two years those numbers would likely be down. Then, also, comparison to other departments, just so we can make sure it's not a problem that's unique or highlighted in Aurora.

V. Wilson: Yes, we can do that.

CM Jurinsky: John Schneebeck, I've received two wonderful presentations from him this week, and what he just mentioned in this; he said, the highest rates of attrition started in June 2020. I just want to boldly point out, that's when we had officers locked in their district building, chained. So, I just want to point that out because the numbers are kind of going fast. We are budgeted for 744 officers. We have 54 in academies right now that are projected out. So currently we are down 82 officers and that doesn't account for any that are maybe deployed on military assignments and medical leave. This is a gross number of officers we are down and, Chief Wilson, you just said you are working with the city management to come up with ways to recruit officers. What does that look like? What is the plan to recruit?

V. Wilson: When I said that, I meant lateral incentives for lateral officers,. We could look at things like signing bonuses and things of that nature. Other agencies across the nation are doing that and having some success. So, I'm hoping that we can get that set up here and get that out to our recruiters as soon as possible so they can start recruiting with that additional compensation.

CM Jurinsky: Hiring bonuses?

V. Wilson: Yes, ma'am.

CM Jurinsky: Perfect, Thank you.

CM Sundberg: Question for the Chief. Have those hiring bonuses been budgeted?

V. Wilson: I don't believe it's been budgeted. This is something city management is looking at and trying to figure out what we can do. I think they realize the support is needed and, DCM Jason Batchelor is on the call, if you'd like to address that at all. I'm looking forward to seeing what we can bring to be competitive with other agencies.

DCM Batchelor: We are looking at - between the \$2000 dollars that we did in December and then \$8,000 dollars that council authorized for officers - We're talking about \$10,000 dollars over a year period. We've talked about using that same number for our lateral recruitment program, so if somebody were to come in, they would receive that same \$10,000 dollars. Not more than that, but up to that \$10,000 dollars to attract lateral officers. So, it's not budgeted. I'm hoping our recruiters can bring back information showing bonuses were really successful and now there's a huge unbudgeted expense. In which case, we'll then come back to council, in a future supplemental, and ask for the appropriation for this. But, at this point, until we actually put the program in the field and see how many people, we have uptake on it, we don't really have the ability to forecast it. We're not letting the lack of a budgeted line item stop us if it is something we have a problem with.

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If not, we'll just absorb it in the normal department operations and, quite frankly, given the attrition we've had, we have the ability with some vacancy savings to absorb large amount of these type things. As the chief said, we're going to put it out in the field and hopefully have a lot of uptake on it, but that's where we're at.

CM Sundberg: Is there a date as a goal to implement a sign-on bonus?

DCM Batchelor: We are trying to implement for our next lateral academy which is slated a few months out, so we are trying to get this out right now. In addition, we are going to do referral bonus to get as incentives for our current officers and lateral officers.

J. Schneebeck: There is some finalization on what that program will look like. The lateral academy is expected to start April 26.

CM Zvonek: Jason, please keep us in the loop on this in terms of resources needed and as we go through workshops and the budget process. This is a priority for a majority of my colleagues.

### Outcome

Information Only.

### Follow-up Action

Staff will provide past academy information, recruiting and compensation at the next meeting.

APD Retention Plan

#### **4.b Aurora Fire Rescue Attrition Data for December 2021**

Assistant Director of Fire Management Services, Mathew Wasserburger presented this update to the committee. AFR had 23 FTE separations in 2021, about two per month through December 31, 2021. Of those 23, about one-third were retirements and two-thirds were voluntary separations with opportunities elsewhere. For planning purposes, a five-year attrition rate is used. This years' attrition rate was 5.3%. Our five-year average was 6.3%, so the 6.3% is used to plan academies and hiring throughout the year. The 23 FTE's were replaced and a few more during the academy class last year. Plans are to follow the five-year attrition rate and make similar adjustments to the academy class.

CM Zvonek: There were more people added, than people you lost?

M. Wasserburger: By a few, yes.

MPT Bergan: What year was the highest point?

M. Wasserburger: 2018 and 2019 we had 30 separations. Some were laterals to neighboring fire jurisdictions.

MPT Bergan: Do we have 10 years of tracking?

M. Wasserburger: Yes, we can pull that. Five years was used due to significant growth in fire services over the last five years. We have increased from four trucks to having six trucks.

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MPT Bergan: So, apples to apples?

M. Wasserburger: Yes, in 2017 we started adding stations. Station 16 was a double company station and station 17 was added. So, 5-year tracking was a similar amount of FTEs. In 2022 we added another truck company, so the number of FTE's grew. That is why we stopped at 5 years, but we can pull more if you need it.

MPT Bergan: No, this is fine. Thank you very much.

CM Sundberg: Are you tracking reasons for Firefighters leaving; lateral movements to other departments, career change...?

M. Wasserburger: Data comes from HR, what they are willing to share. The two-thirds is voluntary with some career change and leaving fire service, or they follow a spouse to other parts of the country because they have a career opportunity elsewhere. Some are lateral movement to other departments but have not heard that anecdotally for 2021.

### Outcome

Information Only.

### Follow-up Action

None.

#### **4.c Aurora911 Staffing Update**

Aurora911 Professional Development Manager, Bess Joyce provided this update to the committee. Their Mission Statement has been updated. Aurora911 has an authorized staffing of 91 and are currently staffed with 65, resulting in 26 vacancies and a staffing level of 71.43%. Five recruits were hired and going through a pre-academy and plan is to hire five more in February. Another hiring process just started that would begin in March-April. Twenty-four of the twenty-six vacancies are entry level. Recruiting will begin for a Records and Reporting Specialist and Supervisor. This unit was established to address the very high number of requests for discovery, CORA, and other records requests. In 2021 there were twenty-one separations. This can be attributed to many reasons with the largest separations during the academy. However, numbers are the same since November 17, with no separations. Strategies for recruiting and retention include evaluating compensation to realign job descriptions with salary ranges to be more competitive in the metro area. Entry level pay increased to \$25.34. A lateral program has been established to recruit. Aurora911 is working with APD and the City Communications Office to promote employment. There have been improvements in career progression tactics for individual growth and professional development with additional focus on wellness. A city staffing model is used to balance service needs of the community with employee wellness. Aurora911 is working in conjunction with City Communications Office on public education to provide resources to the community, making access more convenient. Resources include 911 use, Access Aurora, mobile applications and online reporting in order to reduce call volume on the non-emergency line.



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CM Jurinsky: Thank you for that presentation. I would like to say the starting pay needs to be higher than \$25.34 per hour for entry level dispatchers if we are going to bring quality people in. I've spent some time speaking with former 911 dispatchers in Aurora and other facilities. I certainly believe in the work you all do as the first-line, and you are the first-line responders. I want to see that raised. I want to apologize to you and all 911 dispatchers for not being included in the \$2000 Christmas bonuses that went out to Police and Fire. That is an absolute oversight and I personally am going to apologize on behalf of everybody who let that slip through and just know that it is going to be rectified. I would like to recognize Mayor Pro Tem Bergan, you have the most pro-public safety committee with the three of us right now. Please, if need anything, don't hesitate to reach out to us. This is a crisis we are committed to solving.

B. Joyce: Thank you so much, I really appreciate that.

T. Buneta: Thank you for acknowledging the hard work of our team of professionals. The team has had a very difficult time over the last two years navigating all the changes in the world in addition to the added stressors placed on the City of Aurora. Our highest priority is to take care of our 911 men and women. The \$25.34 per hour has been a long process. When I started two years ago the entry wage was \$18.00 per hour so, we've made substantive improvements, but have more work to do. Our approach is multifaceted for both retention, professional development, autonomy, competency and relatedness, and recruitment, to entice the right people to join our organization. Truly our top priority is to reward and recognize the people who are currently with us.

CM Zvonek: Thank you for the work you have done within your budget and trying to keep people in your department, it is critical. Knowing that we are in such a competitive market, as we heard from APD and their desire to have incentives for recruitments, is that something you are looking at, and do you think it would be beneficial to have some sort of signing bonus or lateral bonuses to pull people in? It sounds like a lot of things internally to keep those people. What can we do to help bring people in?

T. Buneta: There are some budgetary constraints with our approaches to date. However, I would never turn down opportunity to add value and layers of value to our efforts. In terms of bonuses, we were looking at that, but my top priority was to start addressing the salary first and then we have a good foundation to build on. If we did not have that, we could offer signing bonuses, but if the salary is not competitive, that is money out the door. I would rather make sure we have a solid foundation first and then build on that to add value. In terms of recruitment, retention and referral, this is absolutely something on the table. We do not want to leave anything off the table. We are open to any ideas, any possibility to add value to our efforts.

CM Bergan: I remember when the pay was \$18.00 per hour as entry, which was not competitive. My question is - and you and I have talked about the wonderful presentation at one of my town halls - When we had that, the protests were happening, and we council members were getting, I think over 100,000 emails and phone calls and your department was also affected. Have you looked at ways to

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mitigate that in the future because you were getting phone calls that interfered with priority phone calls, correct?

T. Buneta: That is correct. There were particular days during that period of time that we received literally a week's worth of phone call volume in a 24-hour period. It was a very difficult time for our team. We did work with our city departments to work out some mitigation strategies, really partnering with Access Aurora, so now that volume is much lower than in 2020. Our partnership with Access Aurora is on board with us, just with information, talking points and the ability to give someone a platform to hear them out. When we receive those calls, we recognize it is not a call for service and not a public safety issue, we can move that call, during the time Access Aurora operates, to them and they take that call for us. That is a pressure release valve that we have in place. If this should ever happen again, we have identified, through the use of external call centers and other avenues, ways to increase the pressure release. Although we cannot stop them from coming in, we have that method to quickly divert that call to another location. Getting those things in place was, monumentally important, for the well-being of our team.

CM Bergan: Thank you.

CM Jurinsky: My question is, you said that the biggest priority to you and thing of most importance is starting salary. So, sitting at \$25.34 per hour, if you had a magic wand - and I'm trying to gather data, just so you know - I've talked to other 911 dispatch centers to see where we sit, if we are competitive enough, what is that starting salary look like to you?

T. Buneta: If I could wave a magic wand our starting salary would always be higher than all other agencies. I believe currently, to my knowledge, the highest internal salary for inexperience is right at just under \$28.00 per hour, and that's just the entry level. Ideally, I'd like to begin building on that and that means a continual scouring of the market to see what's happening. But what's happening right now also is that as we all increase, then we're all competing, and we've got this wage war that could potentially occur. So, from an aspect of fiscal responsibility, I also want to ensure that we don't get sucked into that vortex in a way that makes what we do untenable in the future. Because, we are dealing with our constituent's tax dollars and we also want to be mindful of that. That balance is important. Obviously, I want to be the most attractive department in the metropolitan area.

CM Jurinsky: I agree, and I want you to, and I know you want to, and you maybe feel you have to tip toe around fiscal responsibility. But one thing, I cannot shake is two minutes for 911 dispatchers to answer a call when a council member and one of my best friend's father is laying on the ground and just had a stroke. So, I want to know what that magic number is, and I think that taxpayers, maybe, in this case, would agree if that's their loved one laying on the floor, and it takes two minutes for 911 to answer the phone because of our staffing shortage. Thank you.

CM Sundberg: I just want to simply recognize the importance of the work that you all are doing. I know it can be stressful operating the phones, going from one call to next without much of a break in between. I want to bring up the point that adequate pay is ideal over a constant turnover and less expensive in the long run I believe. So, we're here to support you and encourage you.

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T. Buneta: I appreciate that very much and I thank you on behalf of our department, all our professionals and we thank you for your support moving forward, It's really important.

### Outcome

Information Only

### Follow-up Action

None.

#### **4.d 2022 Police Audit Plan Overview**

Police Auditor, Michelle Crawford provided a presentation for the 2022 Police Plan. The Police Auditor position was created in 2021 which reports directly to the City Manager's Office and reports administratively to the Internal Audit Manager. The 2022 Police Audit Plan includes an overview of the Police Auditor role, plan development process, risk assessment observations, and the 2022 Police Audit engagements. The Police Auditor engagements focus on policies and practices in police operations that more directly affect the community, potentially high liability activities, and areas of significant public concern. The engagements aim to increase department transparency and regain and maintain public trust. The engagement selection process for 2022 included a risk assessment that was sent to all police employees as well as meetings with city management the chief and deputy chief of police. Some of the observations for that risk assessment on areas for management to address and monitor, that are not going to be engagements include, training, use of force, staffing, the disciplinary process and the records unit operations. Engagements worked on in 2021 are K9 Operations part-1, K9 Operations part-2 has been moved to 2022, the Colorado Criminal Justice Record Act (CCJRA) and the records unit culture survey, which is in final reporting, Crisis Response Team (CRT), which is in final reporting, and Senate bill 217 will be reevaluated in 2022. The engagements for 2022 include body-worn camera follow-up, promotions, assignments and selections, K9 operations-part 2 and Impound lot operations. All engagements have a list of objectives that are reviewed. First engagement for 2022 will be a follow up on the body-worn camera audit done in 2020, followed by promotions, selections and assignments. The K9 Operations Part-1 reviewed policies and processes all recommendations, are on track to be completed by end of the first quarter 2022. Next will be K9 Operations Part-2 engagement 2022. The Impound Lot Operations agreement is ending with a third-party vendor in 2022 and will be re-bid. Efficiency and effectiveness of impound operations will be reviewed.

MPT Bergan: The impound lot has been in question when I was in public safety four – five years ago. We don't own the impound lot and I had asked a question that was never answered, if we could have an analysis of what that would look like if we owned the impound lot. Has that study ever been done?

M. Crawford: I know in 2017 Internal Audit looked at the current agreement with that impound service provider, more from a compliance aspect, what did they say they were going do? What did they say they would provide? Would they do that? We provided that to public works parking. That agreement will be re-bid this year. So, I think there's an opportunity when that process is happening potentially and,

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depending on the timing of the audit and the timing of that, it's something I can look at. I would expect that may happen before the audit begins.

MPT Bergan: So maybe Deputy City Manager Bachelor, was that study every done, the analysis on actual cost to operate in impound lot, to buy the land?

DCM Batchelor: It has been looked at over time and essentially, it is a very large upfront capital cost that may or may not ever recover, depending on set fees, storage for all things. So, there is a very large cost and there are policy questions as to would we take over the towing, would you contract out for the towing? So, there are lots of different options that we could look at. We've discussed with council over the years. It has probably been a number of years since we've updated the analysis. I think we have talked about the potential for updating capital needs of the department and I think police did identify an impound lot as a potential, among many, potential capital needs they have. We can look at those numbers and bring them back to the committee if you all would like.

MPT Bergan: Thank you.

### Outcome

Information Only

### Follow-up Action

None.

#### **4.e Violent Crime Units Overview**

Police Division Chief Mark Hildebrand presented Violent Crime Units Overview. Chief Hildebrand welcomed the new Council Members. Items covered were 2021 violent crime statistics, current strategies for addressing violent crime, identification of specific units focused on violent crime reduction, possible violent crime causal factors, an explanation of criminal street gangs and other organized groups involved in violent crime, as well as, the Police Department's short-term, mid-term, and long-term strategic violent crime plan. There are different varying definitions on a Federal, State, and local agency level for gangs or groups. The definition adopted for APD is, any enterprise organization association, or group comprised of three or more persons who have a common name or common identifying signer or symbol whose members individually or collectively are engaged in criminal activity. The Federal court has determined this type of gang to be a criminal enterprise which makes it easier to prosecute. Over the last five years there is on onslaught of youth-based groups, youth-based gangs, hybrid gangs that are very unique. Because of this, the way of looking at gangs has changed and kind of evolved. The investigators are very cautious about attaching the label of gang to a specific group, unless it can be justified. Colorado has a gang database, where a process must be followed to document someone as a gang member. A presentation is provided, outlining certain criteria, that must justify assigning this label. Within five years, if this cannot be substantiated by continued gang activity by that individual, the document is purged. There are differences between a click, a group and a gang and how it is viewed by the gang investigation community. Gang members are identified by specific criteria. Currently, a lot of youth population are coming together to commit a crime, but are in it for themselves, personal gain, not

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to support an organization or group. Violent crime per capita for the end of 2021 is 890.5 per 100,000. Overall violent crime statistics for 2021 have the highest increase in aggravated assault, and non-fatal shootings. The total of non-fatal shootings was 157 with 39 being juvenile and 118 being adults. The majority of gun-related homicide victims are adult victims at 43, with two juvenile victims. 2021 Non-fatal shootings juvenile victims are higher than gang-victims. Documented intelligence gathering has been impacted by Covid-19, so the juvenile numbers are higher. Juvenile fatal & non-fatal shooting victims and suspects combined are 47 incidents, with more victims than suspects, and two homicides from July to year end. 2021 had 556 confirmed shots fired. A multi-prong approach is used to address violent crime, starting at the lowest level of prevention, to keep these crimes from happening, then transition to proactive, reactive, then investigation and after-action. At the prevention level there is a focus on mental health, youth, community and proactive approaches. The proactive approach consists of the gang and intelligence unit identifying concerning behavior whether it is terroristic type of activity or domestic. Proactive initiatives are Direct Patrols, Police Area Representatives (PAR), Gang Intervention Unit (GIU), Colfax Foot Patrol, Narcotics Unit, and Neighborhood Policing Unit. Some other teams are SWAT, GRIT, Fugitive Apprehension Team (FAST) and Emergency Response Team (ERT). Reginal Anti-Violence Enforcement Network (RAVEN) is a good example of multi-jurisdiction with federal, state and local task force. Current APD investigative units consist of nine units, NIBIN Unit, Major Crimes Section, Bias Motivated Crimes Unit, Gang and Robbery Investigative Team, Crime Scene Unit and District Investigations. After-Action does an assessment, impact meetings, non-fatal shooting review and discuss strategies that work or not working as an assessment of violent crime initiatives. Technology use is an important component in order to be effective at combating crime. Some of the challenges facing APD internally are staffing, systems and processes, data and analytics. External challenges are judicial system, legislative, recidivism, transient nature of gangs, perception of over policing, and Covid-19 amplifying existing issues. As for successes, the RAVEN taskforce was highly successful, 158 arrest and 197 guns seized in 2021. SWAT had a total of 901 events with 767 operational deployments, 125 guns recovered, 398 arrests with 261 of those being fugitives. Major Crimes section has a 72% clearance rate. Investigative Support Section had arrests and seizure of 5 guns with extended magazines. US Marshal Fugitive Operations - Operation Restore - with 116 felony warrant arrests. In addition, APD has a current Colorado Organized Crime Control Act (COCCA) case in the prosecution phase. Strategies for the future are to formulize strategic multi-prong approach to reduce violent crime while maintain and building trust in the community, Public Safety Partnership Program, which is a 3-year program, improve interoperability of systems and processes, organizational efficiency, capacity building and staffing.

CM Jurinsky: I would like to make a comment, I got so lost in this presentation and there is a lot to say. I would like, maybe, for the next Public Safety Committee Meeting, for you to come back without this presentation. We are already well over time, but there is a lot that I would like to say about what was just said, so that's my comment.

Outcome

Information Only

Follow-up Action

Violent Crime units Follow Up

**4.f 2021 Police Committee Agenda Review**

The committee did not discuss this item.

Outcome

Information Only

Follow-up Action

None.

**4.g 2022 Policy Committee Plan**

Chair Zvonek requests staff to send workplan to DCM Batchelor.

Outcome

Information Only

Follow-up Action

Staff will send workplan lists to DCM Batchelor.

**5. Miscellaneous Matters for Consideration**

CM Zvonek: I do want to open up to my colleagues and CM Jurinsky and CM Sundberg to see if there are any items. I know CM Jurinsky just mentioned, I'm having this presentation come back to us in a way where it is the sole focus of the meeting. In February, I've asked DCM Bachelor and Chief Wilson to come and present a plan for retention within the department that is beyond the compensation conversations that we've already had. So, we have those two items the committee would like to see. Are there others, CM Jurinsky and CM Sundberg, that you would like to see as a priority for our work plan? Like I said, all the other principals, the chiefs and directors, and so forth, please send your ideas to DCM Bachelor and we will incorporate those into the work plan. But with that, I'll open it up to the two of you for other ideas.

CM Sundberg: Mark Hildebrand, to bring your focus and information on gang violence, which is just so relevant these days. I appreciate the definitions and so forth. That topic is on a lot of people's minds. We don't want it sugar coated and I just appreciate that. I appreciate that overall guidance and instruction. I like the course of where we're going. I don't have any specific other requests at this time.

CM Jurinsky: Yes, I also enjoyed it, but I want to speak more about it. As far as the work plan, if that's what we are talking about, I would like statements or something from the Chief, the DCM Jason Bachelor, from every person involved in leadership with the Aurora police department, I would like statements about what they are going to do personally to start supporting officers and try to rebuild this department. That is what I would personally like to see.

## DRAFT – SUBJECT TO APPROVAL

CM Zvonek: In the February meeting, that will be the real focus. What can we do beyond that? Like I said, the compensation conversations, we've already had to make sure that we're retaining and attracting officers to the department to ensure that we're fully staffed and fully funded to ensure that our city is receiving the public safety that it deserves. The only other thing I would bring up as a work plan, and I know that we're still in the process of finalizing the consent decree monitor, but given the impact that the consent decree will have on so many departments that come through this committee, I want to be sure that at the onset and throughout the process, the consent decree monitor is working with the departments to determine what measures and data are going to be used to determine sufficient compliance, that they are, in fact, coming and presenting to us. I want to make sure that we have an opportunity to weigh in and ensure that the data and measures that are being used are going to not only help us achieve sufficient compliance but are maintaining a focus on public safety in our city. I don't want to see data used that is politically motivated and could potentially lead to areas in our city being less safe and under policed. So that is one thing I want to be sure is added to the workflow as it becomes available. Beyond that, I appreciate all of you for joining.

### 6. **Confirm Next Meeting**

Next meeting confirmed February 10, 2022, 9 am via WebEx.

### 7. **Adjournment**

Meeting adjourned at 10:49 am

APPROVED: \_\_\_\_\_

Dustin Zvonek, Chair



# CITY OF AURORA

## Council Agenda Commentary

**Item Title:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE OFFICE OF ALTERNATE DEFENSE COUNSEL FOR THE PROVISION OF CONFLICT ATTORNEY REPRESENTATION

**Item Initiator:** Douglas Wilson, Chief Public Defender

**Staff Source/Legal Source:** Douglas Wilson, Chief Public Defender / Angela Garcia, Senior Assistant City Attorney

**Outside Speaker:** Kimberly Simmons, Municipal Court Coordinator, Office of Alternate Defense Counsel

**Council Goal:** 2012: 1.0--Assure a safe community for people

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** N/A

### ITEM DETAILS:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE OFFICE OF ALTERNATE DEFENSE COUNSEL FOR THE PROVISION OF CONFLICT ATTORNEY REPRESENTATION

Estimated presentation/discussion time: 5

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration  
Reason for waiver is described in the Item Details field.

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Public Safety, Courts & Civil Service

**Policy Committee Date:** 2/10/2022

### Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval
- Does Not Recommend Approval



Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

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**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.)*

N/A

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

When a conflict of interest is declared, conflict attorneys are selected to represent the client. The conflict payments are included in our budget. If Council approves this IGA with the Office of Alternate Defense Counsel (OADC), OADC will select the conflict attorneys as opposed to the Aurora Public Defender's Office. This should eliminate putting our office in the conflicted position of declaring a conflict and then selecting the attorney that would represent the very person with whom we have declared a conflict. There is no cost to the City for this process. Our present funds will be transferred on a quarterly basis to OADC and we will receive reports from OADC as the expenditures.

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**QUESTIONS FOR COUNCIL**

Does Council wish to support moving this item forward to Study Session?

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**LEGAL COMMENTS**

City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter, Article 10-12). Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat., Sec. 29-1-203(1)). The Mayor must sign all intergovernmental agreements to which the city is a party. (City Code, Section 2-31(b)(2)). (Garcia)

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**PUBLIC FINANCIAL IMPACT**

YES       NO

**If yes, explain:**

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**PRIVATE FISCAL IMPACT**

Not Applicable       Significant       Nominal

**If Significant or Nominal, explain:** N/A

**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**CITY OF AURORA, COLORADO AND**  
**THE OFFICE OF THE ALTERNATE DEFENSE COUNSEL**

**THIS INTERGOVERNMENTAL AGREEMENT**, effective as of the date set forth on the City’s signature page (“Effective Date”) (the “Agreement”) is made by and among the **CITY OF AURORA , COLORADO** (the “City”), a home-rule city and municipal corporation of the State of Colorado, and the **STATE OF COLORADO OFFICE OF THE ALTERNATE DEFENSE COUNSEL** (“OADC”), a body corporate duly organized and existing under the laws of the State of Colorado.

**WITNESSETH:**

**WHEREAS**, the City is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX, of the Colorado Constitution and the Charter of the City; and

**WHEREAS**, the Office of the Alternate Defense Counsel (“OADC”) is an agency of the judicial department of the state government that has been duly created, organized, established and authorized to transact business and exercise its powers pursuant to Sections 21-2-101, *et seq.*, C.R.S., as amended; and

**WHEREAS**, Section 50-171 of the City Code provides that the Court may, on its own motion or upon the application of the municipal public defender or indigent person, appoint an attorney other than the municipal public defender to represent an indigent person at any stage of the proceedings; and

**WHEREAS**, Section 21-2-103(c), C.R.S. authorizes the OADC to provide representation to persons charged with violations of municipal code violations pursuant to a contract between a requesting municipality and the OADC, such as this Agreement; and

**WHEREAS**, the City desires the OADC to provide such representation in cases where the Court has appointed an attorney other than an attorney in the Aurora Public Defender’s Office (“APDO”) to represent an indigent person at any stage of the proceedings; and

**WHEREAS**, the City hereby agrees to be financially responsible for services rendered and expenses incurred by contractors to defend persons charged with such municipal code violations pursuant to the terms of this Agreement as required by Section 21-2-103(c), C.R.S.;and

**WHEREAS**, the OADC hereby agrees to provide such representation.

## **AGREEMENT**

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

1. **COORDINATION AND LIAISON:** The OADC shall fully coordinate all services under the Agreement with the Chief Public Defender for the APDO (referred to herein as the “Chief Public Defender” or “City Representative”), or the Chief Public Defender’s Designee.

2. **WORK TO BE PERFORMED:**

A. Services: The OADC shall diligently and professionally provide representation to eligible indigent persons charged with violations of municipal code violations and traffic offenses where APDO has identified a conflict of interest preventing it from undertaking or continuing the representation and the Court has appointed an attorney other than an attorney in the APDO to represent the eligible indigent person. The OADC shall faithfully perform the work required under this Agreement in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement. Any professional services specified under this Agreement which requires the employment of or contracting with licensed or registered personnel shall be performed by licensed or registered personnel. All services provided hereunder are subject to any applicable requirements or limitations contained within the Colorado Rules of Professional Conduct and no provision of this contract shall be interpreted to waive any such requirement or limitation.

B. Conflict of Interest: OADC shall provide the services under this Agreement with the highest ethical standards. If the proposed undertaking creates a conflict of interest or a potential for conflict of interest, as may be determined in the sole discretion of the City Representative, the City may terminate this Agreement immediately. The OADC shall notify the City Representative immediately upon becoming aware of any circumstances that create a conflict of interest or potential for conflict of interest. If during the term of this Agreement, circumstances arise to create a conflict of interest or a potential for conflict of interest, the City may terminate this Agreement immediately.

3. **TERM:**

The term of the Agreement is from **March 1, 2022** until **December 31, 2022**, or until the Maximum Contract Amount of FORTY FIVE THOUSAND DOLLARS (\$45,000.00) is expended and all of the services specified herein have been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this

Agreement or is extended as provided in a separate amendment to this Agreement (“**Term**”). Subject to the City Representative’s prior written authorization and with adequate funding, the OADC shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Chief Public Defender.

**4. COMPENSATION AND PAYMENT:**

**A. Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the OADC for the performance of the work shall in no event exceed the sum FORTY FIVE THOUSAND DOLLARS (\$45,000.00) unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.

**B. Payments:** The City shall compensate OADC for services in the amount of SEVENTY-FIVE DOLLARS PER HOUR (\$75.00) with a cap of THREE HUNDRED DOLLARS (\$300.00) for citation cases and a cap of ONE THOUSAND DOLLARS (\$1000.00) for all other cases in the Aurora municipal trial court. Attorneys may submit a written request to the OADC to exceed the cap for good cause as necessary to provide constitutionally adequate legal services commensurate with those to nonindigents. The OADC shall have the discretion to approve or disapprove those requests.

**C.** The City shall at the commencement of the Term make a lump sum payment of THREE THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$3,375.00) to OADC to cover the estimated costs for the first quarter of 2022. Thereafter, upon the earlier of the exhaustion of the retainer or the start of a new quarter, APDO shall pay to OADC an amount sufficient to return the retainer to THIRTEEN THOUSAND, FIVE HUNDRED DOLLARS (\$13,500.00). Monthly reports submitted by the OADC to the City Representative must fully document services rendered and any other authorized and actually incurred expenses. Such reports shall be subject to review by the City Representative and the Parties shall promptly confer to resolve any discrepancies. Upon expiration or termination of this Agreement, in the event the City has made a payment in excess of amounts owed to OADC hereunder, any excess amount shall be returned to the City within thirty (30) days of the termination of OADC’s work under the contract.

**D. Subject to Appropriation; No Multiple Year Obligation:** It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Aurora City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The OADC

acknowledges that (i) the City does not, by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**E. Amendment:** The OADC acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work by the OADC other than the work described herein, and that any further phase of work performed by OADC beyond that specifically described or without an amendment to this Agreement is performed at OADC's risk and without authorization under this Agreement.

## **5. TERMINATION:**

**A. Termination for Convenience of the City:** The City Representative, upon giving twenty (20) calendar days written notice (unless a longer period is given), may terminate this Agreement, in whole or part, when it is in the best interest of the City as determined by the City Representative. Any unfinished portion of the work shall be faithfully and timely performed by the OADC to the extent directed by the City Representative (in the City Representative's discretion), and compensation for all such authorized work performed shall be paid to the OADC in accordance with this Agreement.

**B. Termination for Cause:** The City and the OADC shall each have the right to terminate this Agreement, with cause, upon written notice to the other Party. A termination shall be deemed "with cause" when it is based on a material breach of the covenants or a substantial default under this Agreement which has not been corrected or resolved to the satisfaction of the non-breaching or non-defaulting party within a reasonable time specified by the non-breaching or non-defaulting party in a written notice to the breaching or defaulting party. In addition, the City shall have the right to terminate this Agreement immediately for cause if the OADC or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the OADC's business. Nothing herein shall be construed as giving the OADC the right to continue performing work under this Agreement beyond the time when the City Representative notifies the OADC that the OADC's work has become unsatisfactory to the City Representative and the City Representative is terminating the Agreement, except to the extent that the City Representative specifies certain work to be completed prior to terminating this Agreement.

**C. Compensation:** If this Agreement is terminated, the OADC shall be compensated for all work satisfactorily completed, and such compensation shall be limited to:

(1) the sum of the amounts contained in reports already submitted and approved by the City Representative and (2) the cost of any work which the City Representative authorizes in writing which the City Representative determines is needed to accomplish an orderly termination of the work. Upon termination of this Agreement by the City, the OADC shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

6. **RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action or inaction, including any payments to the OADC by the APDO, constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the OADC, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

7. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the status of the OADC shall be that of an independent contractor. The OADC is responsible for the operational management, errors and omissions of the OADC's employees, agents, and subcontractors. Without limiting the foregoing, the OADC understands and acknowledges that the OADC and the OADC's employees, agents and subcontractors: a) are not entitled to workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the OADC or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

8. **INSURANCE:**

A. At all times during the term of this Agreement, including any renewals or extensions, the OADC shall maintain such Workers' Compensation insurance as required by Statute, and liability insurance, by commercial policy or self-insurance, as is necessary to meet their liabilities under the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S. ("CGIA"). This obligation shall survive the termination of this Agreement.

B. OADC subcontractors performing work under this agreement shall carry Professional Liability Insurance.

In agreeing to the foregoing insurance requirements, neither the City nor the OADC intend to waive any provision of the CGIA.

**9. DEFENSE AND INDEMNIFICATION:**

Neither Party shall indemnify the other under this Agreement.

**10. COLORADO GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the City and the OADC are relying upon, and have not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S.

**11. PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES:** The OADC agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The OADC further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations and the performance of this Agreement and not to permit the same to become delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature. The City is a tax-exempt entity.

**12. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the OADC's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The OADC shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the OADC to make disclosures in violation of state or federal privacy laws.

**13. ASSIGNMENT; SUBCONTRACTING:** The OADC may assign or subcontract its performance obligations under this Agreement with the City Representative's prior written consent. In the event of any subcontracting or assignment: (i) the OADC shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any contractor, subcontractor, or assign.



14. **NO THIRD-PARTY BENEFICIARY:** The Parties understand and expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the express intention of the Parties that any person other than the City or the OADC receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

15. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The OADC lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City.

16. **INTEGRATION & AMENDMENTS:** This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification hereto shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other modification shall have any force of effect unless embodied in a written amendment to this Agreement properly executed by the Parties. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

17. **SEVERABILITY:** The Parties agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.

18. **NOTICES:** All notices required by the terms of the Agreement must be in writing and either hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, or delivered by electronic mail:

By the OADC to:

Chief Public Defender  
Aurora Public Defender's Office  
14999 E. Alameda Pkwy  
Aurora, CO 80012  
dkwilson@auroragov.org

With a copy to: Presiding Judge  
Aurora Municipal Court  
14999 E. Alameda Pkwy  
Aurora, CO 80012  
sday@auroragov.org

By the City to:  
Municipal Court Coordinator  
Office of the Alternate Defense Counsel  
1300 Broadway, #330,  
Denver, CO 80203  
muni@coloroadc.com

All notices are effective upon personal delivery or upon placing in the United States mail or with the courier service.

**19. GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:**

**A. Governing Law:** This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter and Revised Municipal Code of Aurora, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of Aurora, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

**B. Compliance with Law:** The OADC shall perform or cause to be performed all services and work under this Agreement in full compliance with all applicable laws, ordinances, codes, rules, regulations and executive orders of the United States of America, the State of Colorado, and the City of Aurora.

**C. Venue:** Venue for any legal action relating to this Agreement shall lie in the Arapahoe County District Court, Arapahoe County, Colorado.

**20. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the OADC agrees not to refuse to hire, contract with, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

**21. PROPRIETARY OR CONFIDENTIAL INFORMATION; OPEN RECORDS:**

**A. City Information:** The OADC acknowledges and accepts that, in performance

of all work under the terms of this Agreement, the OADC may have access to proprietary data or confidential information that may be owned or controlled by the City, and that the disclosure of such proprietary data or confidential information may be damaging to the City or third parties. The OADC agrees that all proprietary data or confidential information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of the OADC's obligations under this Agreement. The OADC shall exercise the same standard of care to protect such proprietary data and confidential information as a reasonably prudent party would to protect its own proprietary data or confidential information. Proprietary data and confidential information shall include, but not limited to, any materials or information which is designated or marked "Proprietary" or "Confidential" by the City or its agents, provided to or made available to the OADC by the City subject to a confidentiality agreement or notice of confidentiality, or used by the City under a licensing agreement or other authorization by the owner of the materials or information. Proprietary data and confidential information may be in hardcopy, printed, digital or electronic format.

(1) **Use of Proprietary Data or Confidential Information:** Except as required by law or expressly provided by the terms of this Agreement and subject to written permission of the City Representative, the OADC agrees that the OADC shall not disclose, disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the proprietary data or confidential information, or any part thereof, or any repackaged form of the proprietary data or confidential information, or any part thereof, to any other person, party or entity in any form or media for any purpose other than performing the OADC's obligations under this Agreement. The OADC further acknowledges that by providing this proprietary data or confidential information, the City is not granting to the OADC any right or license to use such data or information except as provided in this Agreement. The OADC agrees that any ideas, concepts, knowledge, computer programs, or data processing techniques developed by the OADC or provided by the City in connection with this Agreement, including any proprietary data or any confidential information, shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The OADC agrees, with respect to the proprietary data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the City Representative; (2) the OADC shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data or information; (3) the OADC shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction)

or return all such data or information or work products incorporating such data or information to the City. The Municipal Appointed Attorney Payment System (MAAPS) developed for the OADC in connection with this Agreement shall be excluded from this subsection.

(2) **Employees and Subcontractors:** The OADC shall inform the OADC's employees and officers of the obligations under this Agreement, and all requirements and obligations of the OADC under this Agreement shall survive the expiration or earlier termination of this Agreement. The OADC shall not disclose proprietary data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

(3) **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing proprietary data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the proprietary data or confidential information. The OADC is hereby advised to verify the OADC's work performed in reliance upon the proprietary data or confidential information. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the OADC agrees to contact the City immediately.

**B. Contractor's Information:** The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72- 201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, the City may advise the OADC of such request in order to give the OADC the opportunity to object to the disclosure of any of the OADC's proprietary or confidential material. In the event of the filing of a lawsuit to compel a disclosure to which the OADC has objected, the City will tender all such material to the court for judicial determination of the disclosure and the OADC agrees to intervene in such lawsuit to protect and assert the OADC's claims of privilege and against disclosure of such material or waive the same.

**22. INTELLECTUAL PROPERTY RIGHTS:** The Parties intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the OADC and paid for by the City pursuant to this Agreement, in preliminary or final forms

and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such Materials to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the OADC hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity. The Municipal Appointed Attorney Payment System (MAAPS) developed for the OADC in connection with this Agreement shall be excluded from this subsection.

**23. SOFTWARE PIRACY PROHIBITION:** The OADC shall perform no work under this Agreement that results in or from the acquisition, operation, maintenance, or use of computer software in violation of United States copyright laws or applicable licensing restrictions. The OADC hereby covenants and agrees that, for the term of this Agreement and any extensions, the OADC has in place appropriate systems and controls to prevent such violations of federal law and licensing restrictions. If the City determines that the OADC is in violation of this provision, the City may exercise any remedy available at law or equity or under this Agreement, including immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions. The indemnification provision of this Agreement shall be applicable to any such violations by a subcontractor.

**24. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION:**

**A.** The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and as amended hereafter (the “Certification Statute”) and the OADC is liable for any violations as provided in the Certification Statute.

**B.** The OADC certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with workers without authorization who will perform work under this Agreement.

(2) It will participate in either the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., or the employment verification program established by the Colorado Department of Labor and Employment under § 8-17.5-102(5)(c), C.R.S. (the “Department Program”), to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**C.** The OADC also agrees and represents that:

(1) It shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.

(2) It shall not enter into a contract with a subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program or the Department Program.

(4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement.

(5) If it obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, it will notify such subcontractor and the City within three days. The OADC will also then terminate such subcontractor if within three days after such notice the subcontractor does not stop employing or contracting with the worker without authorization, unless during such three day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.

**D.** The OADC is liable for any violations as provided in the Certification Ordinance. If OADC violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the OADC shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying OADC from submitting bids or proposals for future contracts with the City.

**25. LEGAL AUTHORITY:** The OADC assures and guarantees that the OADC possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

The person or persons signing and executing this Agreement on behalf of the OADC, do hereby warrant and guarantee that he/she or they have been fully authorized by the OADC to execute this Agreement on behalf of the OADC and to validly and legally bind the

OADC to all the terms, performances and provisions herein set forth.

The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the OADC or the person(s) signing the Agreement to enter into this Agreement.

**26. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

**27. SURVIVAL OF CERTAIN PROVISIONS:** The Parties understand and agree that all terms and conditions of this Agreement contemplate continued performance or compliance beyond the expiration or earlier termination of this Agreement, shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the OADC's and its subcontractor's obligations for the provision of insurance and/or to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**28. INUREMENT:** The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

**29. TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

**30. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

**31. CITY EXECUTION OF AGREEMENT:** This Agreement shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City of Aurora.

**32. COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

**33. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The OADC consents to the use of electronic signatures. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because

it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**(SIGNATURE PAGE TO FOLLOW)**



IN WITNESS WHEREOF, the Parties have approved this Agreement to be effective as of the date first set forth below.

**CITY OF AURORA, COLORADO**

\_\_\_\_\_  
MIKE COFFMAN, Mayor

Date: \_\_\_\_\_


ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

REVIEWED BY:

\_\_\_\_\_  
SHAWN DAY, Presiding Judge

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ANGELA L. GARCIA, Senior Assistant City Attorney

**THE OFFICE OF THE ALTERNATE DEFENSE COUNSEL**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

RESOLUTION NO. R2022 - \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
AURORA, COLORADO AND THE STATE OF COLORADO OFFICE OF ALTERNATE  
DEFENSE COUNSEL REGARDING THE PROVISION OF ATTORNEY  
REPRESENTATION IN CASES WHERE THE MUNICIPAL COURT APPOINTS AN  
ATTORNEY OTHER THAN THE MUNICIPAL PUBLIC DEFENDER TO REPRESENT AN  
INDIGENT PERSON AT ANY STAGE OF THE PROCEEDINGS

WHEREAS, the City of Aurora (“City”) is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX, of the Colorado Constitution and the Charter of the City; and

WHEREAS, the Office of the Alternate Defense Counsel (“OADC”) is an agency of the judicial department of the state government that has been duly created, organized, established and authorized to transact business and exercise its powers pursuant to Sections 21-2-101, *et seq.*, C.R.S., as amended; and

WHEREAS, Section 50-171 of the City Code provides that the Court may, on its own motion or upon the application of the municipal public defender or indigent person, appoint an attorney other than the municipal public defender to represent an indigent person at any stage of the proceedings; and

WHEREAS, Section 21-2-103(c), C.R.S. authorizes the OADC to provide representation to persons charged with violations of municipal code violations pursuant to a contract between a requesting municipality and the OADC; and

WHEREAS, the City desires the OADC to provide such representation in cases where the Court has appointed an attorney other than an attorney in the Aurora Public Defender’s Office (“APDO”) to represent an indigent person at any stage of the proceedings; and

WHEREAS, the City and OADC, as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and Sections 29-1-201, *et seq.*, C.R.S. to cooperate or contract via intergovernmental agreement with one another to provide functions, services or facilities authorized to each cooperating government; and

WHEREAS, Article 10-12 of the City Charter authorizes the City Council, by resolution, to enter into contracts or agreements with other governmental units or special districts for the joint use of buildings, equipment, or facilities, and for the furnishing or receiving of services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The Intergovernmental Agreement between the City of Aurora and the State of Colorado Office of Alternate Defense Counsel regarding the provision of attorney

representation in cases where the Municipal Court appoints an attorney other than the municipal public defender to represent an indigent person at any stage of the proceedings is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the agreement with such technical addition, deletions, and variations as may be deemed necessary or appropriate by the City Attorney that are no inconsistent with this resolution.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 PS  
\_\_\_\_\_  
ANGELA L. GARCIA, Senior Assistant City Attorney



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> February 2022 Crime and Police Attrition Update
<b>Item Initiator:</b> Darin Parker, Deputy Chief of Police
<b>Staff Source/Legal Source:</b> Darin Parker, Deputy Chief of Police / Megan Platt, Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 1.0--Assure a safe community for people

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** N/A

### ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time

Deputy Chief Darin Parker / Business Services Manager John Schneebeck  
10 minutes

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

- |   |  |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session   | <input type="checkbox"/> Approve Item as proposed at Study Session   |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting   | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input checked="" type="checkbox"/> Information Only  |  |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration<br>Reason for waiver is described in the Item Details field. |  |

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### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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**Action Taken/Follow-up: (Check all that apply)**

- |   |   |
|---|---|
| <input type="checkbox"/> Recommends Approval              | <input type="checkbox"/> Does Not Recommend Approval    |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached                 | <input type="checkbox"/> Minutes Not Available          |

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**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.)**

N/A

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

Monthly Update on crime statistics and police attrition

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**QUESTIONS FOR COUNCIL**

Information only

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**LEGAL COMMENTS**

The City Manager shall be responsible to the council for the proper administration of all affairs of the City placed in his charge and, to that end, he shall have the power and duty to make written or verbal reports to the Council concerning the affairs of the city under his supervision: City Charter §7-4(e). (Platt)

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**PUBLIC FINANCIAL IMPACT**

YES       NO

**If yes, explain:** N/A

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**PRIVATE FISCAL IMPACT**

Not Applicable       Significant       Nominal

**If Significant or Nominal, explain:** N/A



# Aurora Police Department - UCR Statistics

District: ALL

<i>UCR crimes are measured by a count of victims and/or incidents reported during data period</i>	4 Week Last Year	4 Week Current Year	4 Week Difference	4 Week % Chg	Y-T-D Last Year	Y-T-D Current Year	Y-T-D Difference	Y-T-D % Chg - or - % of Total
Current Wk 6: 01/31/22 - 02/06/22	01/03 - 01/30		+ or -	% chg	01/01 - 01/30		+ or -	% chg
<b>Major Crimes</b> <span style="float:right">01/04/21 - 01/31/21</span>								
Murder Victims	3	3	--	0.0%	3	3	--	0.0%
Sex Assault Victims	17	18	+1	5.9%	28	20	-8	(28.6%)
Spouse / Dating	4	6	+2	50.0%	6	7	+1	35%
Familial	1	2	+1	100.0%	3	2	-1	10%
Otherwise Known	5	5	--	0.0%	9	5	-4	25%
Sex Assault DV Victims	4	5	+1	25.0%	5	6	+1	30%
Agg Assault Victims	174	242	+68	39.1%	198	255	+57	28.8%
Spouse / Dating	30	36	+6	20.0%	33	41	+8	16%
Familial	9	22	+13	144.4%	11	25	+14	10%
Otherwise Known	49	51	+2	4.1%	53	54	+1	21%
Agg Assault DV Victims	33	37	+4	12.1%	38	43	+5	17%
Robbery	58	80	+22	37.9%	60	84	+24	40.0%
<b>Major Violent Crimes Reported</b>	<b>252</b>	<b>343</b>	<b>+91</b>	<b>36.1%</b>	<b>289</b>	<b>362</b>	<b>+73</b>	<b>25.3%</b>
Burglary	149	142	-7	(4.7%)	158	152	-6	(3.8%)
MVT	489	552	+63	12.9%	511	572	+61	11.9%
Larceny	680	587	-93	(13.7%)	716	610	-106	(14.8%)
<b>Major Property Crimes Reported</b>	<b>1,318</b>	<b>1,281</b>	<b>-37</b>	<b>(2.8%)</b>	<b>1,385</b>	<b>1,334</b>	<b>-51</b>	<b>(3.7%)</b>
<b>Major Index Crimes Reported</b>	<b>1,570</b>	<b>1,624</b>	<b>+54</b>	<b>3.4%</b>	<b>1,674</b>	<b>1,696</b>	<b>+22</b>	<b>1.3%</b>
<b>Criminal Arrests</b>								
Physical Arrests	336	316	-20	(6.0%)	355	339	-16	(4.5%)
Criminal Summonses	348	227	-121	(34.8%)	362	233	-129	(35.6%)
DUI/DUID (Detox Summons)	49	39	-10	(20.4%)	52	41	-11	(21.2%)
<b>Total Arrests</b>	<b>684</b>	<b>543</b>	<b>-141</b>	<b>(20.6%)</b>	<b>717</b>	<b>572</b>	<b>-145</b>	<b>(20.2%)</b>
<b>Traffic Enforcement</b>								
Traffic Tickets Muni	1,745	621	-1,124	(64.4%)	1,754	623	-1,131	(64.5%)
Traffic Tickets in GO's Muni	254	127	-127	(50.0%)	258	140	-118	(45.7%)
Total MET Tickets Muni	1,345	521	-824	(61.3%)	1,471	521	-950	(64.6%)
<b>Total Traffic Tickets Muni</b>	<b>1,999</b>	<b>748</b>	<b>-1,251</b>	<b>(62.6%)</b>	<b>2,012</b>	<b>763</b>	<b>-1,249</b>	<b>(62.1%)</b>
<b>Total Traffic Tickets State</b>	<b>119</b>	<b>98</b>	<b>-21</b>	<b>(17.6%)</b>	<b>118</b>	<b>99</b>	<b>-19</b>	<b>(16.1%)</b>
<b>Total Traffic Tickets</b>	<b>2,118</b>	<b>846</b>	<b>-1,272</b>	<b>(60.1%)</b>	<b>2,130</b>	<b>862</b>	<b>-1,268</b>	<b>(59.5%)</b>
<b>Traffic Accidents</b>								
Accident - Fatal	1	2	+1	100.0%	1	2	+1	100.0%
Accident - All Other	810	275	-535	(66.0%)	867	305	-562	(64.8%)
<b>Total Accidents</b>	<b>811</b>	<b>277</b>	<b>-534</b>	<b>(65.8%)</b>	<b>868</b>	<b>307</b>	<b>-561</b>	<b>(64.6%)</b>



# Aurora Police Department - UCR Statistics

District: 1

<i>UCR crimes are measured by a count of victims and/or incidents reported during data period</i>	4 Week Last Year	4 Week Current Year	4 Week Difference	4 Week % Chg	Y-T-D Last Year	Y-T-D Current Year	Y-T-D Difference	Y-T-D % Chg - or - % of Total
Current Wk 6: 01/31/22 - 02/06/22	<b>01/03 - 01/30</b>		+ or -	% chg	<b>01/01 - 01/30</b>		+ or -	% chg
<b>Major Crimes</b> <span style="float: right;">01/04/21 - 01/31/21</span>								
Murder Victims	3	2	-1	(33.3%)	3	2	-1	(33.3%)
Sex Assault Victims	7	10	+3	42.9%	10	11	+1	10.0%
Spouse / Dating	2	3	+1	50.0%	3	4	+1	36%
Familial	0	1	+1	--	1	1	--	9%
Otherwise Known	2	1	-1	(50.0%)	3	1	-2	9%
Sex Assault DV Victims	2	2	--	0.0%	3	3	--	27%
Agg Assault Victims	72	105	+33	45.8%	93	112	+19	20.4%
Spouse / Dating	13	19	+6	46.2%	16	22	+6	20%
Familial	3	13	+10	333.3%	5	13	+8	12%
Otherwise Known	19	27	+8	42.1%	21	28	+7	25%
Agg Assault DV Victims	15	20	+5	33.3%	20	22	+2	20%
Robbery	30	44	+14	46.7%	33	47	+14	42.4%
<b>Major Violent Crimes Reported</b>	<b>112</b>	<b>161</b>	<b>+49</b>	<b>43.8%</b>	<b>139</b>	<b>172</b>	<b>+33</b>	<b>23.7%</b>
Burglary	71	62	-9	(12.7%)	74	63	-11	(14.9%)
MVT	207	255	+48	23.2%	211	264	+53	25.1%
Larceny	270	200	-70	(25.9%)	283	209	-74	(26.1%)
<b>Major Property Crimes Reported</b>	<b>548</b>	<b>517</b>	<b>-31</b>	<b>(5.7%)</b>	<b>568</b>	<b>536</b>	<b>-32</b>	<b>(5.6%)</b>
<b>Major Index Crimes Reported</b>	<b>660</b>	<b>678</b>	<b>+18</b>	<b>2.7%</b>	<b>707</b>	<b>708</b>	<b>+1</b>	<b>0.1%</b>
<b>Criminal Arrests</b>								
Physical Arrests	127	134	+7	5.5%	133	140	+7	5.3%
Criminal Summonses	155	83	-72	(46.5%)	156	84	-72	(46.2%)
DUI/DUID (Detox Summons)	21	14	-7	(33.3%)	22	16	-6	(27.3%)
<b>Total Arrests</b>	<b>282</b>	<b>217</b>	<b>-65</b>	<b>(23.0%)</b>	<b>289</b>	<b>224</b>	<b>-65</b>	<b>(22.5%)</b>
<b>Traffic Enforcement</b>								
Traffic Tickets Muni	294	83	-211	(71.8%)	299	84	-215	(71.9%)
Traffic Tickets in GO's Muni	86	48	-38	(44.2%)	85	52	-33	(38.8%)
Total MET Tickets Muni	157	62	-95	(60.5%)	222	62	-160	(72.1%)
<b>Total Traffic Tickets Muni</b>	<b>380</b>	<b>131</b>	<b>-249</b>	<b>(65.5%)</b>	<b>384</b>	<b>136</b>	<b>-248</b>	<b>(64.6%)</b>
<b>Total Traffic Tickets State</b>	<b>34</b>	<b>29</b>	<b>-5</b>	<b>(14.7%)</b>	<b>34</b>	<b>29</b>	<b>-5</b>	<b>(14.7%)</b>
<b>Total Traffic Tickets</b>	<b>414</b>	<b>160</b>	<b>-254</b>	<b>(61.4%)</b>	<b>418</b>	<b>165</b>	<b>-253</b>	<b>(60.5%)</b>
<b>Traffic Accidents</b>								
Accident - Fatal	1	1	--	0.0%	1	1	--	0.0%
Accident - All Other	326	104	-222	(68.1%)	346	114	-232	(67.1%)
<b>Total Accidents</b>	<b>327</b>	<b>105</b>	<b>-222</b>	<b>(67.9%)</b>	<b>347</b>	<b>115</b>	<b>-232</b>	<b>(66.9%)</b>



# Aurora Police Department - UCR Statistics

District: 2

<i>UCR crimes are measured by a count of victims and/or incidents reported during data period</i>	4 Week Last Year	4 Week Current Year	4 Week Difference	4 Week % Chg	Y-T-D Last Year	Y-T-D Current Year	Y-T-D Difference	Y-T-D % Chg - or - % of Total
Current Wk 6: 01/31/22 - 02/06/22	<b>01/03 - 01/30</b>		+ or -	% chg	<b>01/01 - 01/30</b>		+ or -	% chg
<b>Major Crimes</b> <span style="float: right;">01/04/21 - 01/31/21</span>								
Murder Victims	0	0	--	--	0	0	--	--
Sex Assault Victims	4	2	-2	(50.0%)	11	3	-8	(72.7%)
Spouse / Dating	0	2	+2	--	1	2	+1	67%
Familial	0	0	--	--	1	0	-1	--
Otherwise Known	2	0	-2	(100.0%)	4	0	-4	--
Sex Assault DV Victims	1	2	+1	100.0%	1	2	+1	67%
Agg Assault Victims	76	70	-6	(7.9%)	75	75	--	0.0%
Spouse / Dating	13	11	-2	(15.4%)	13	13	--	17%
Familial	4	4	--	0.0%	4	5	+1	7%
Otherwise Known	21	15	-6	(28.6%)	22	17	-5	23%
Agg Assault DV Victims	12	9	-3	(25.0%)	12	13	+1	17%
Robbery	20	22	+2	10.0%	19	22	+3	15.8%
<b>Major Violent Crimes Reported</b>	<b>100</b>	<b>94</b>	<b>-6</b>	<b>(6.0%)</b>	<b>105</b>	<b>100</b>	<b>-5</b>	<b>(4.8%)</b>
Burglary	52	46	-6	(11.5%)	56	50	-6	(10.7%)
MVT	179	188	+9	5.0%	194	196	+2	1.0%
Larceny	231	215	-16	(6.9%)	244	220	-24	(9.8%)
<b>Major Property Crimes Reported</b>	<b>462</b>	<b>449</b>	<b>-13</b>	<b>(2.8%)</b>	<b>494</b>	<b>466</b>	<b>-28</b>	<b>(5.7%)</b>
<b>Major Index Crimes Reported</b>	<b>562</b>	<b>543</b>	<b>-19</b>	<b>(3.4%)</b>	<b>599</b>	<b>566</b>	<b>-33</b>	<b>(5.5%)</b>
<b>Criminal Arrests</b>								
Physical Arrests	114	103	-11	(9.6%)	118	113	-5	(4.2%)
Criminal Summonses	125	92	-33	(26.4%)	131	94	-37	(28.2%)
DUI/DUID (Detox Summons)	15	11	-4	(26.7%)	14	11	-3	(21.4%)
<b>Total Arrests</b>	<b>239</b>	<b>195</b>	<b>-44</b>	<b>(18.4%)</b>	<b>249</b>	<b>207</b>	<b>-42</b>	<b>(16.9%)</b>
<b>Traffic Enforcement</b>								
Traffic Tickets Muni	986	315	-671	(68.1%)	1,020	315	-705	(69.1%)
Traffic Tickets in GO's Muni	92	36	-56	(60.9%)	94	40	-54	(57.4%)
Total MET Tickets Muni	821	279	-542	(66.0%)	863	279	-584	(67.7%)
<b>Total Traffic Tickets Muni</b>	<b>1,078</b>	<b>351</b>	<b>-727</b>	<b>(67.4%)</b>	<b>1,114</b>	<b>355</b>	<b>-759</b>	<b>(68.1%)</b>
<b>Total Traffic Tickets State</b>	<b>68</b>	<b>8</b>	<b>-60</b>	<b>(88.2%)</b>	<b>65</b>	<b>9</b>	<b>-56</b>	<b>(86.2%)</b>
<b>Total Traffic Tickets</b>	<b>1,146</b>	<b>359</b>	<b>-787</b>	<b>(68.7%)</b>	<b>1,179</b>	<b>364</b>	<b>-815</b>	<b>(69.1%)</b>
<b>Traffic Accidents</b>								
Accident - Fatal	0	0	--	--	0	0	--	--
Accident - All Other	277	80	-197	(71.1%)	292	88	-204	(69.9%)
<b>Total Accidents</b>	<b>277</b>	<b>80</b>	<b>-197</b>	<b>(71.1%)</b>	<b>292</b>	<b>88</b>	<b>-204</b>	<b>(69.9%)</b>





# Aurora Police Department - UCR Statistics

District: 3

<i>UCR crimes are measured by a count of victims and/or incidents reported during data period</i>	4 Week Last Year	4 Week Current Year	4 Week Difference	4 Week % Chg	Y-T-D Last Year	Y-T-D Current Year	Y-T-D Difference	Y-T-D % Chg - or - % of Total
Current Wk 6: 01/31/22 - 02/06/22	01/03 - 01/30		+ or -	% chg	01/01 - 01/30		+ or -	% chg

**Major Crimes** 01/04/21 - 01/31/21

Murder Victims	0	1	+1	--	0	1	+1	--
Sex Assault Victims	6	6	--	0.0%	7	6	-1	(14.3%)
Spouse / Dating	2	1	-1	(50.0%)	2	1	-1	17%
Familial	1	1	--	0.0%	1	1	--	17%
Otherwise Known	1	4	+3	300.0%	2	4	+2	67%
Sex Assault DV Victims	1	1	--	0.0%	1	1	--	17%
Agg Assault Victims	26	66	+40	153.8%	30	67	+37	123.3%
Spouse / Dating	4	6	+2	50.0%	4	6	+2	9%
Familial	2	5	+3	150.0%	2	7	+5	10%
Otherwise Known	9	8	-1	(11.1%)	10	8	-2	12%
Agg Assault DV Victims	6	8	+2	33.3%	6	8	+2	12%
Robbery	8	14	+6	75.0%	8	15	+7	87.5%
<b>Major Violent Crimes Reported</b>	<b>40</b>	<b>87</b>	<b>+47</b>	<b>117.5%</b>	<b>45</b>	<b>89</b>	<b>+44</b>	<b>97.8%</b>
Burglary	25	34	+9	36.0%	27	39	+12	44.4%
MVT	101	109	+8	7.9%	105	112	+7	6.7%
Larceny	177	169	-8	(4.5%)	187	178	-9	(4.8%)
<b>Major Property Crimes Reported</b>	<b>303</b>	<b>312</b>	<b>+9</b>	<b>3.0%</b>	<b>319</b>	<b>329</b>	<b>+10</b>	<b>3.1%</b>
<b>Major Index Crimes Reported</b>	<b>343</b>	<b>399</b>	<b>+56</b>	<b>16.3%</b>	<b>364</b>	<b>418</b>	<b>+54</b>	<b>14.8%</b>

**Criminal Arrests**

Physical Arrests	62	57	-5	(8.1%)	67	64	-3	(4.5%)
Criminal Summonses	67	48	-19	(28.4%)	74	51	-23	(31.1%)
DUI/DUID (Detox Summons)	12	13	+1	8.3%	15	13	-2	(13.3%)
<b>Total Arrests</b>	<b>129</b>	<b>105</b>	<b>-24</b>	<b>(18.6%)</b>	<b>141</b>	<b>115</b>	<b>-26</b>	<b>(18.4%)</b>

**Traffic Enforcement**

Traffic Tickets Muni	455	198	-257	(56.5%)	425	199	-226	(53.2%)
Traffic Tickets in GO's Muni	70	43	-27	(38.6%)	73	48	-25	(34.2%)
Total MET Tickets Muni	360	155	-205	(56.9%)	385	155	-230	(59.7%)
<b>Total Traffic Tickets Muni</b>	<b>525</b>	<b>241</b>	<b>-284</b>	<b>(54.1%)</b>	<b>498</b>	<b>247</b>	<b>-251</b>	<b>(50.4%)</b>
<b>Total Traffic Tickets State</b>	<b>14</b>	<b>8</b>	<b>-6</b>	<b>(42.9%)</b>	<b>16</b>	<b>8</b>	<b>-8</b>	<b>(50.0%)</b>
<b>Total Traffic Tickets</b>	<b>539</b>	<b>249</b>	<b>-290</b>	<b>(53.8%)</b>	<b>514</b>	<b>255</b>	<b>-259</b>	<b>(50.4%)</b>

**Traffic Accidents**

Accident - Fatal	0	1	+1	--	0	1	+1	--
Accident - All Other	184	87	-97	(52.7%)	204	99	-105	(51.5%)
<b>Total Accidents</b>	<b>184</b>	<b>88</b>	<b>-96</b>	<b>(52.2%)</b>	<b>204</b>	<b>100</b>	<b>-104</b>	<b>(51.0%)</b>



# Aurora Police Department



Mission: Partnering with our community  
to make Aurora safer every day

Vision: APD will continually evolve as an innovative agency

## Business Services Division

---

### MONTHLY ATTRITION REVIEW

# Police Turnover Percent

Month	Total
Jan	10
<b>Total 2022</b>	<b>10</b>

**YTD = 1.4%**

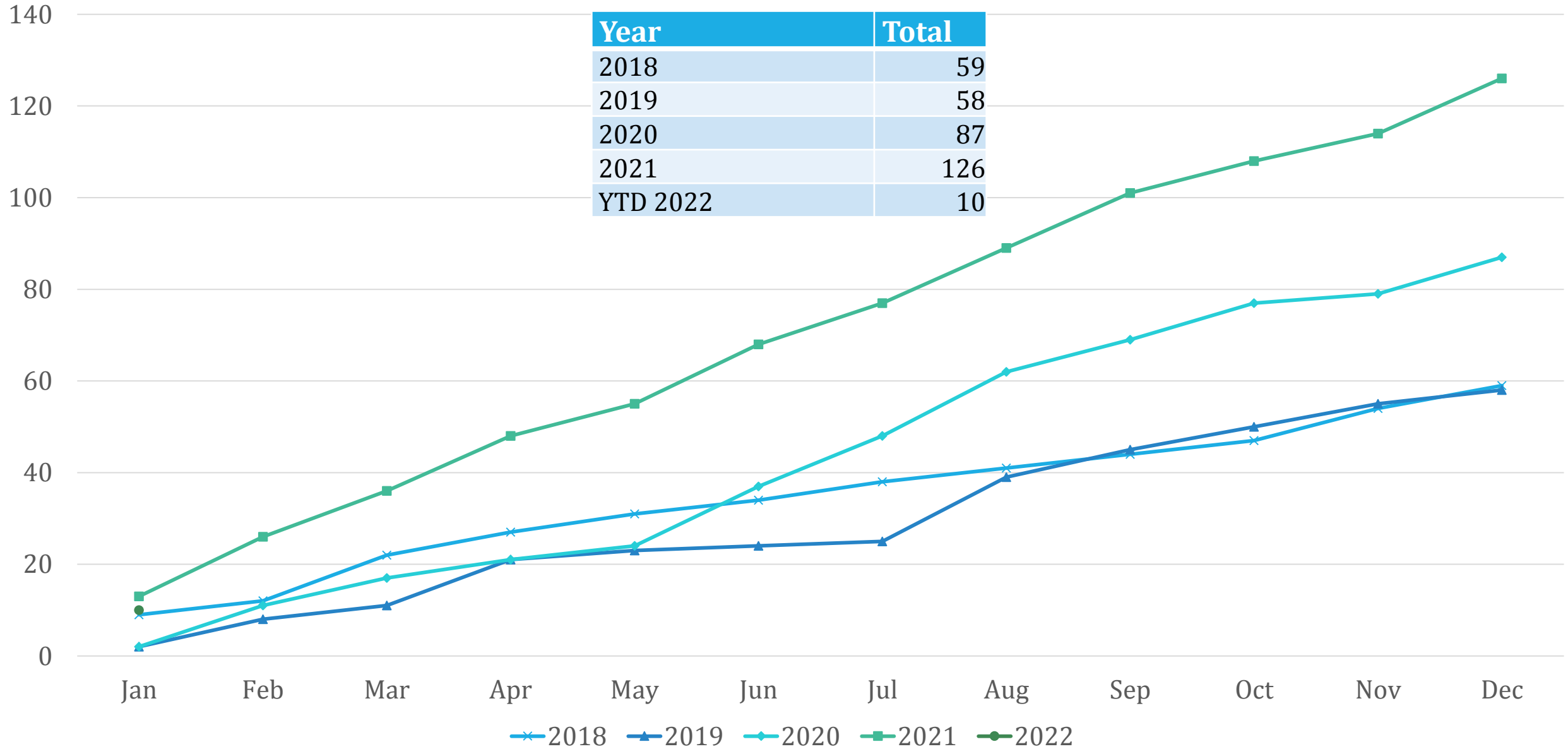
3.0%  
2.5%  
2.0%  
1.5%  
1.0%  
0.5%  
0.0%

**1.4%**

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

# Attrition Review

Year	Total
2018	59
2019	58
2020	87
2021	126
YTD 2022	10



# 2022 Sworn Staffing

## Additions:

0 Basics

0 Lateral

1 Reinstatement

**1 Total Adds**

## Losses as of 1/31/22:

3 Resignations (2 commissioned, 1 FTEP, 0 recruits)

4 Retirements

1 Med. Retirements

1 Transfer to Career Service (1 FTEP)

1 Death (1 commissioned)

**10 Total Losses**

**9 Net Losses**

# January Sworn Separations Detail

4 Resignations (2 commissioned, 2 FTEP)

4 Retirement

1 Med. Retirement

1 Death

10 Total Losses

Reason	Count
Retirement	4
Disability	1
Another job	2
Death	1
To Career Service	1
Move from area	1
<b>Total</b>	<b>10</b>

Assignment	Count
Fugitive Apprehension	1
Recruit FTEP	2
Patrol	6
Investigations	1
<b>Total</b>	<b>10</b>



# APD Resource Deployment



APD has an authorized strength of 744 sworn  
Chief and Executive Staff design the placement of positions to  
achieve the Mission & Vision of the organization

**Mission: Partnering with our community  
to make Aurora safer every day**

**Vision: APD will continually evolve as an innovative  
agency**

The position placement is called 'Billet' by rank and assignment  
Continuous evaluation is done to align and adjust to changes throughout the year  
Chief may temporarily move staff to accomplish initiatives or fill vacancies as needed  
In the following slide, we have summarized the organization reflecting the distribution of Billets by  
functional categories

# January Sworn Staffing Detail

Function	EMP	Billets	Variance	Actual	Design
Command	44	46	(2)	6%	6%
Investigations	123	127	(4)	17%	17%
Patrol	267*	309	(42)	38%	42%
Special Unit	69	70	(1)	10%	9%
Street Ops.	110	138	(28)	16%	19%
Training	96*	54	42	14%	7%
<b>Grand Total</b>	<b>709</b>	<b>744</b>	<b>(35)</b>		

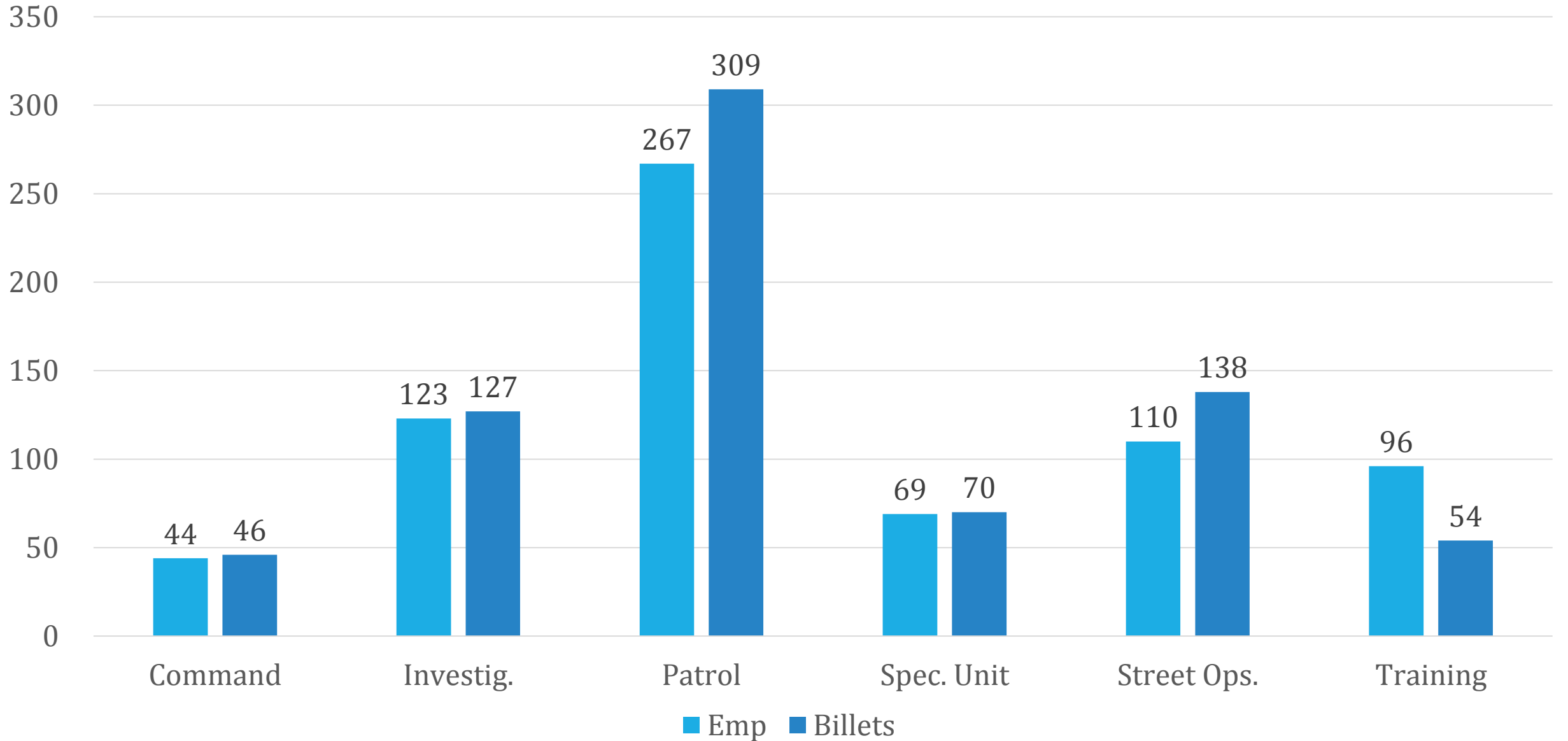
\*Includes Field Training Officers (FTOs) training 29 FTEP recruits

\*Includes 29 recruits in FTEP

Class	Count	FTEP Completion
2021-2B (4/26/21) FTEP	13	2/11/22
2021-3B (6/21/21) FTEP	16	4/8/22
2021-4B (8/30/21)	18	6/17/22
2021-5B (10/25/21)	7	8/12/22
2021-2L (11/22/21)	1	3/25/22
<b>Total</b>	<b>55</b>	



# Organizational Functional Categories



# Functional Category Breakdown

<u>Command</u>	<u>Investigations</u>	<u>Training</u>	<u>Special Unit</u>	<u>Patrol</u>	<u>Street Ops.</u>
Lieutenants and Above	District Detective Units	Academy	Employee Support	District Patrol Units	District PAR Units
	Crimes Against Children	Range	Media Relations	Field Training Officers	SROs
	Domestic Violence Unit	Recruit Classroom	Recruiting		Crisis Response Team
	Economic Crimes	Recruit FTPEP	Aurora for Youth		Gang Intervention
	Forensic Services	Military Leave	Equipment & Facilities		K9
	Intelligence	Not Available for Duty	Property & Evidence		SWAT
	Internet Crimes Against Children		Vehicle Impound		Traffic
	Gang & Robbery Invest. Team		Community Relations		
	Major Crime/Homicide		Front Desk		
	Sex Crimes		Dispatch		
	Special Victims		Electronic Support		
	Joint Terrorism TF		Internal Affairs		
	Safe Streets TF		CMATT		
			FAST		
			Narcotics		
			RAVEN		
			Backgrounds		
			Force Investigations		
			Professional Standards		
			Emergency Mgmt.		
			ATF TF		
			Front Range TF		
			Fugitive TF		

# 11 Year Civil Service Employee Review

Year	Academy Recruits	Classroom losses	Classroom Year %	# to FTEP	FTEP losses	FTEP Year %	Full-duty losses	Average Commission	Commissioned loss %	Total Losses	Average Civil Svc	Civil Svc Loss
2011	54	(2)	4%	45	(4)	9%	(25)	638	5%	(31)	658	5%
2012	29	(2)	7%	16	(2)	13%	(19)	655	3%	(23)	660	3%
2013	22	(1)	5%	38	(2)	5%	(22)	659	4%	(25)	673	4%
2014	43	(4)	9%	19	(3)	16%	(25)	660	4%	(32)	672	5%
2015	26	(3)	12%	53	(3)	6%	(27)	666	5%	(33)	681	5%
2016	79	(14)	18%	28	(3)	11%	(36)	665	6%	(53)	686	8%
2017	61	(11)	18%	87	(5)	6%	(40)	670	7%	(56)	703	8%
2018	62	(9)	15%	53	(11)	21%	(39)	700	7%	(59)	722	8%
2019	85	(9)	11%	49	(7)	14%	(42)	713	7%	(58)	741	8%
2020	100	(10)	10%	74	(8)	11%	(69)	727	11%	(87)	765	11%
2021	84	(14)	17%	86	(16)	19%	(96)	698	16%	(126)	737	17%
<b>11 Year Average</b>	<b>59</b>	<b>(7)</b>	<b>11%</b>	<b>50</b>	<b>(6)</b>	<b>12%</b>	<b>(40)</b>	<b>677</b>	<b>7%</b>	<b>(53)</b>	<b>700</b>	<b>7%</b>

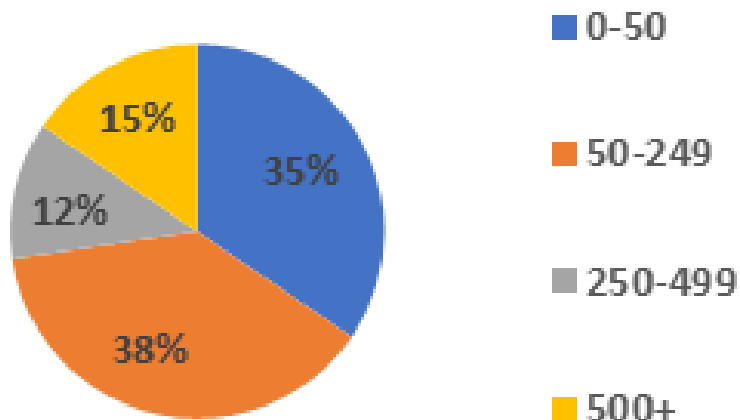
# Police Executive Research Forum – January 8, 2022

## The PERF Survey

To gauge whether the staffing crisis is a widespread phenomenon or is limited to a small number of departments, PERF fielded a survey of police agencies whose chief executives are PERF members. The survey was conducted from May 10 to May 21, 2021.

**Responding Agency Size, by  
Number of Officers**

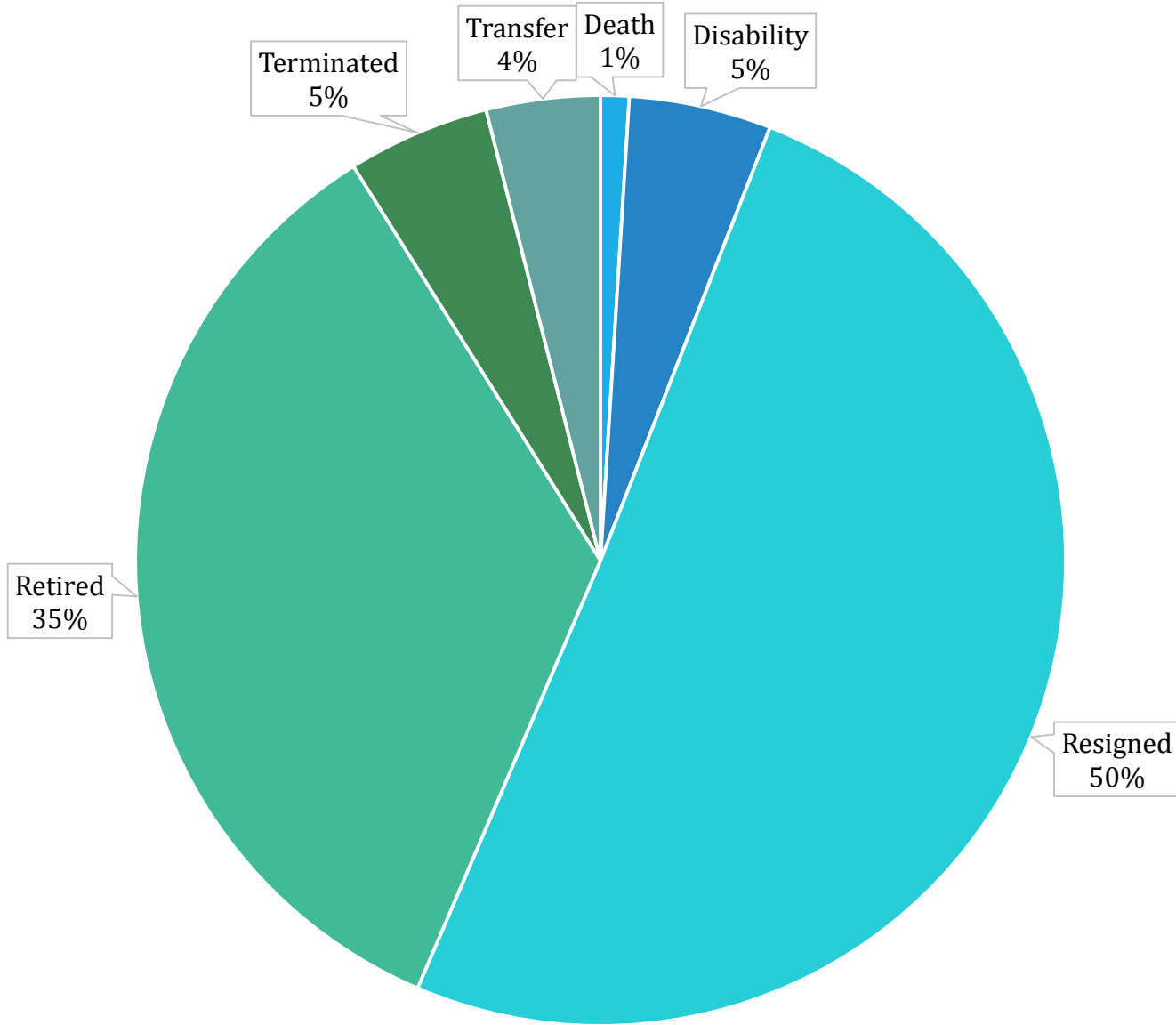
n = 194



## Key Findings:

- On average, agencies are currently filling only 93% of the authorized number of positions available.
- Among the responding agencies as a whole, fewer new officers were hired, and resignations and retirements increased in the 2020-2021 period, compared to the previous year.
- **HIRING:** The reduction in hiring was relatively modest, with a 5% overall decrease in the hiring rate among responding departments. Smaller agencies actually saw an increase in hiring, while larger departments experienced dramatic reductions.
- **RESIGNATIONS:** Increases in resignations were more significant. Agencies reported an overall 18% increase in the resignation rate in 2020-21, compared to 2019-20.
- **RETIREMENTS:** Increases in retirements were even larger. Among all responding police departments, there was a 45% increase in the retirement rate. (In small departments, a small number of retirements may result in a high percentage increase in the retirement *rate*. But even in the largest agencies, with 500 or more officers, the retirement rate increased by 27%.)

# Separation Reason Since 2018



Term Reason	2018	2019	2020	2021	Total
Death	0	0	1	1	2
Disability	2	3	3	8	16
Resigned	34	37	31	66	168
Retired	20	14	40	42	116
Terminated	1	1	9	5	16
Transfer	2	3	3	4	12
<b>Grand Total</b>	<b>59</b>	<b>58</b>	<b>87</b>	<b>126</b>	<b>330</b>



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Aurora Fire Rescue Attrition Data for December 2021
<b>Item Initiator:</b> Fernando Gray, Fire Chief, Aurora Fire Rescue
<b>Staff Source/Legal Source:</b> Mathew Wasserburger, Assistant Director Fire Management Services / Angela Garcia, Senior Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 1.0--Assure a safe community for people

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** N/A

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

- Approve Item as proposed at Study Session
  - Information Only
  - Approve Item and Move Forward to Regular Meeting
  - Approve Item as proposed at Regular Meeting
  - Approve Item with Waiver of Reconsideration
- Why is a waiver needed?

---

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Public Safety, Courts & Civil Service

**Policy Committee Date:** 2/16/2022

### Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval
- Does Not Recommend Approval
- Forwarded Without Recommendation
- Recommendation Report Attached
- Minutes Attached
- Minutes Not Available

---

**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.)*

N/A

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

Aurora Fire Rescue monthly turnover and attrition rate for sworn personnel.

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**QUESTIONS FOR COUNCIL**

N/A

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**LEGAL COMMENTS**

This item is informational only. There is no formal council action necessary. The City Manager shall be responsible to the Council for the proper administration of all affairs of the city placed in his charge and, to that end, shall have the power and duty to make written or verbal reports at any time concerning the affairs of the City. (City Charter, Art. 7-4(e)) (Garcia)

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**PUBLIC FINANCIAL IMPACT**

YES       NO

**If yes, explain:** N/A

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**PRIVATE FISCAL IMPACT**

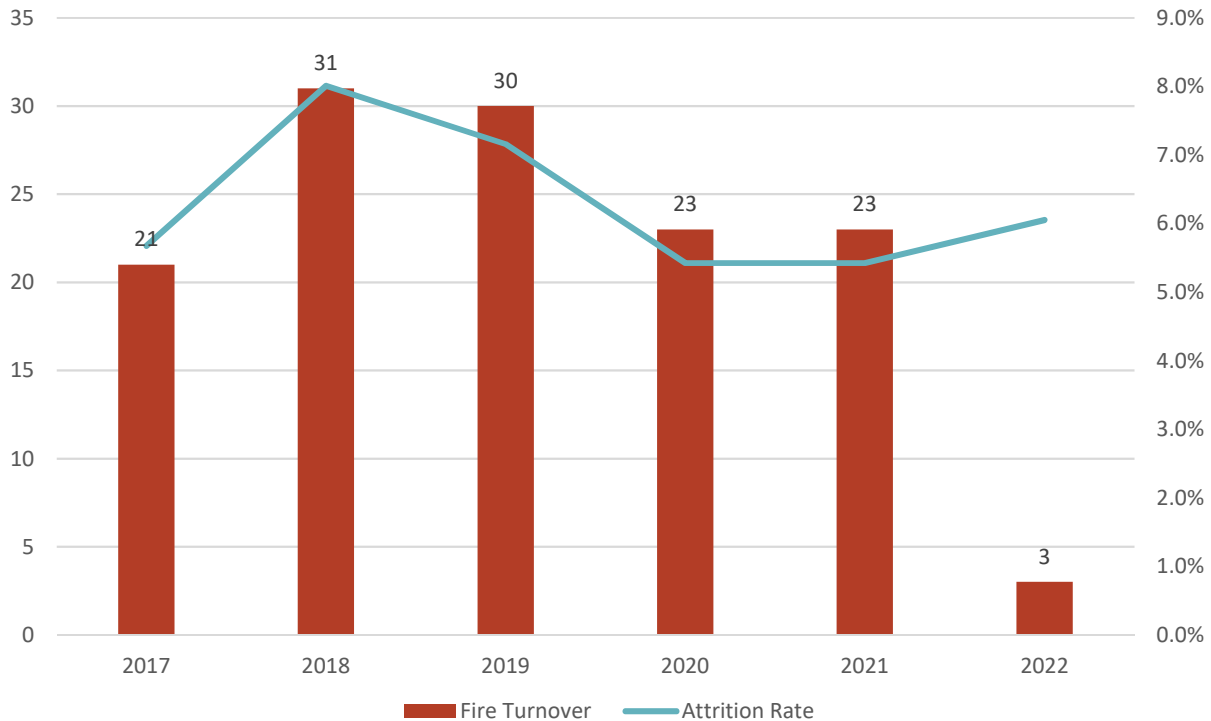
Not Applicable       Significant       Nominal

**If Significant or Nominal, explain:** N/A

# Aurora Fire Rescue Civil FTE Attrition – January 2022



### Fire Civil FTE Turnover and Attrition Rates



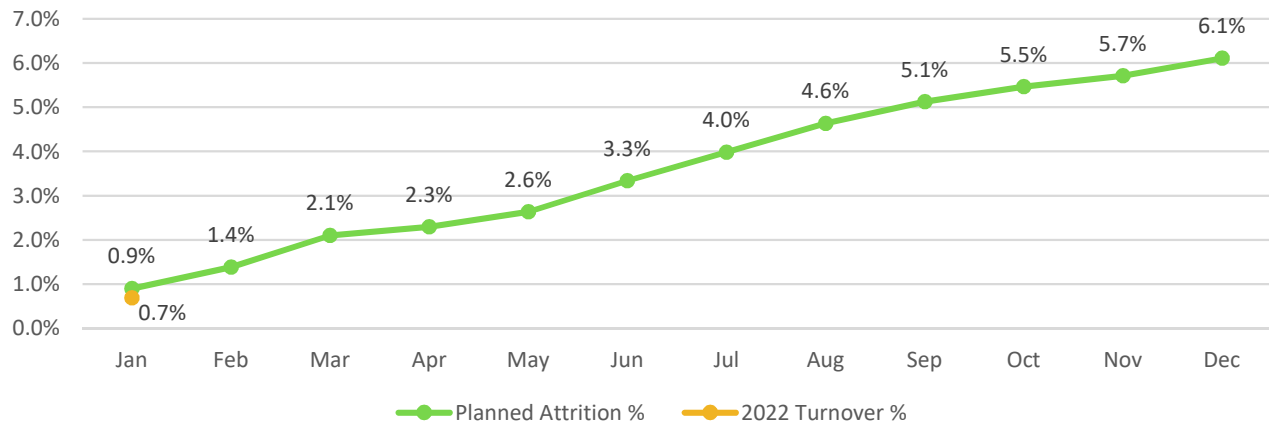
- 2022 YTD Attrition = 3
- 5-Year Average Attrition = 27



# Aurora Fire Rescue Civil FTE Attrition – January 2022



### AFR Turnover % By Month



- 2022 YTD Attrition Rate = 0.7%
- 2021 Attrition Rate = 5.4%
- 5-Year Average Attrition Rate = 6.1%



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Aurora911 Staffing Update
<b>Item Initiator:</b> Tina Buneta, Director
<b>Staff Source/Legal Source:</b> Elizabeth Joyce, Professional Development Manager/Angela Garcia
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 1.3--Provide a state-of-the-art Public Safety Comm Center and quality 911 services

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** N/A

### ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time

Departmental Update for Recruiting, Hiring and Retention

---

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

- |   |  |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session   | <input type="checkbox"/> Approve Item as proposed at Study Session   |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting   | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input checked="" type="checkbox"/> Information Only  |  |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration<br>Reason for waiver is described in the Item Details field. |  |

---

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Public Safety, Courts & Civil Service

**Policy Committee Date:** N/A

---

**Action Taken/Follow-up: (Check all that apply)**

- |   |   |
|---|---|
| <input type="checkbox"/> Recommends Approval              | <input type="checkbox"/> Does Not Recommend Approval    |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached                 | <input type="checkbox"/> Minutes Not Available          |

---

**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.)**

N/A

---

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

Departmental update for Recruiting, Hiring and Retention

---

**QUESTIONS FOR COUNCIL**

N/A

---

**LEGAL COMMENTS**

City Manager shall be responsible to the City Council for the proper administration of all affairs of the City placed in his charge and, to that end, he shall have the power and duty to make written or verbal reports at any time concerning the affairs of the City under his supervision. City Charter § 7-4(e). (Bajorek)

---

**PUBLIC FINANCIAL IMPACT**

- YES       NO

**If yes, explain:** N/A

---

**PRIVATE FISCAL IMPACT**

- Not Applicable       Significant       Nominal

**If Significant or Nominal, explain:** N/A



# CITY OF AURORA

## Council Agenda Commentary

**Item Title:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE CITY OF AURORA TO TACKLE THE INCREASE OF VIOLENT CRIME IN THE CITY BY DEVELOPING AND IMPLEMENTING A COMPREHENSIVE CRIME REDUCTION PLAN

**Item Initiator:** Kadee Rodriguez, City Clerk/ Jason Batchelor, Deputy City Manager

**Staff Source/Legal Source:** Jason Batchelor, Deputy City Manager/Peter Schulte, Public Safety Cleint Group Manager

**Outside Speaker:** N/A

**Council Goal:** 2012: 1.0--Assure a safe community for people

### COUNCIL MEETING DATES:

**Study Session:** 2/21/2022

**Regular Meeting:** 2/28/2022

### ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE CITY OF AURORA TO TACKLE THE INCREASE OF VIOLENT CRIME IN THE CITY BY DEVELOPING AND IMPLEMENTING A COMPREHENSIVE CRIME REDUCTION PLAN

Waiver of Reconsideration: Waiver requested due to urgency of the issues in the Resolution

Sponsor: Councilmember Dustin Zvonek

Staff Source: Jason Batchelor, Deputy City Manager / Pete Schulte, Public Safety Client Group Manager

Outside Speaker: N/A

Estimated Presentation/Discussion Time: 10/20 minutes

---

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

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session   |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting          | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only  |  |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration               |  |

Reason for waiver is described in the Item Details field.

---

**PREVIOUS ACTIONS OR REVIEWS:**

**Policy Committee Name:** Public Safety, Courts & Civil Service

**Policy Committee Date:** 2/16/2022

**Action Taken/Follow-up: (Check all that apply)**

- |   |   |
|---|---|
| <input type="checkbox"/> Recommends Approval              | <input type="checkbox"/> Does Not Recommend Approval    |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached                 | <input type="checkbox"/> Minutes Not Available          |

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**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.)**

Resolution to be reviewed by the Public Safety, Courts, & Civil Service Committee at their scheduled meeting on February 16, 2022.

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

This Resolution will direct the City Manager to work with City departments and Council to develop and implement a comprehensive crime reduction plan integrating defined core strategies listed in the Resolution. The Resolution will require monthly progress updates on the plan to the Public Safety, Courts, & Civil Service Committee.

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**QUESTIONS FOR COUNCIL**

Does Council wish to approve this Resolution directing the City Manager to work with City departments to develop and implement an comprehensive crime reduction plan?

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**LEGAL COMMENTS**

A Resolution may be used for a statement of policy or other matters which are not required to be adopted by Ordinance. (Section F, Paragraph 2, Rules of Order and Procedure for the Aurora City Council) (P. Schulte)

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**PUBLIC FINANCIAL IMPACT**

- YES       NO

**If yes, explain:** The plan could include additional funding requirements that would come from the City's budget

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**PRIVATE FISCAL IMPACT**

- Not Applicable       Significant       Nominal

**If Significant or Nominal, explain:** N/A

RESOLUTION NO. R2022- \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE CITY OF AURORA TO TACKLE THE INCREASE OF VIOLENT CRIME IN THE CITY BY DEVELOPING AND IMPLEMENTING A COMPREHENSIVE CRIME REDUCTION PLAN

WHEREAS, nearly every day, Aurora is tragically reminded of the violent crime that continues to climb to unprecedented levels. Over the last year, addressing crime was a common concern that we heard from citizens in every corner of the city, and we vowed that improving public safety would be a top priority. As Members of Council, we believe there is no greater responsibility than ensuring the safety of our citizens. Unfortunately, current trends suggest that not enough is currently being done to address the crime wave sweeping across our city and that must change; and

WHEREAS, we recognize that the growing wave of crime threatening the safety of Coloradans is in large part a result of the policies passed by state lawmakers creating hurdles that will be difficult to overcome. But as local elected officials, public safety must be a top priority, and we can't wait for the Colorado General Assembly to act; and

WHEREAS, we must deploy every resource available toward this mission as the safety of our families, our neighborhoods, our schools, and our businesses must be our top priority; and

WHEREAS, we believe a comprehensive set of core strategies must be intentionally defined and strategically implemented to begin the task of tackling violent crime in our city.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

The City Manager is directed to work with city departments and Council to further develop and implement a comprehensive crime reduction plan integrating all aspects of the core strategies outlined below. While each of the core strategies are separate, they need to be packaged together as a plan that can be presented to Council and the public as a forward-facing strategy to tackle the surge in violent crime in the city:

Section 1. The City of Aurora shall provide the needed resources and other support to ensure the Aurora Police Department is fully staffed, including all specialty units critical to building and maintaining community relationships, and all officers have access to ongoing and industry leading training.

Section 2. The City of Aurora police department shall improve overall data collection, utilize hot spot analysis to put more officers on patrol in key neighborhoods, and improve efficiency through data analytics.

Section 3. The City of Aurora shall restore and expand the Aurora Gang Reduction Impact Program (“AGRIP”) to address youth violence through immediate intervention and long-term prevention strategies.

Section 4. The City of Aurora shall increase the number of clinicians and other personnel on the “Aurora Crisis Response Team (CRT)” to increase response ability to mental health calls.

Section 5. The City of Aurora shall address the public health and safety challenges created by the current encampments along our highways, in neighborhoods, and next to our businesses.

Section 6. Monthly updates on progress made toward each of the core strategies shall be presented by the appropriate departments/staff to the Public Safety Committee and quarterly updates made at a Study Session.

Section 7. All resolutions or parts of resolutions of the City in conflict herewith are expressly repealed.

Section 8. Any reconsideration of this Resolution by the City Council of the City is hereby waived.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
PETER SCHULTE, Public Safety Client Group Manager



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Violent Crime Units Follow-up
<b>Item Initiator:</b> Mark Hildebrand, Division Chief
<b>Staff Source/Legal Source:</b> Mark Hildebrand, Division Chief / Megan Platt, Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 1.0--Assure a safe community for people

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** N/A

### ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time

Mark Hildebrand, Division Chief / Megan Platt, Assistant City Attorney  
25 Minutes

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

- |   |  |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session   | <input type="checkbox"/> Approve Item as proposed at Study Session   |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting   | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input checked="" type="checkbox"/> Information Only  |  |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration<br>Reason for waiver is described in the Item Details field. |  |

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### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Public Safety, Courts & Civil Service

**Policy Committee Date:** 1/13/2022



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**Action Taken/Follow-up: (Check all that apply)**

- |   |   |
|---|---|
| <input type="checkbox"/> Recommends Approval              | <input type="checkbox"/> Does Not Recommend Approval    |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached                 | <input type="checkbox"/> Minutes Not Available          |

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**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.)**

Presentation covered the police department's current staffing and deployment, 2021 violent crime statistics, current strategies for addressing violent crime, identification of specific units focused on violent crime reduction, possible violent crime causal factors, an explanation of criminal street gangs and other organized groups involved in violent crime, and the police department's short-term, mid-term, and long-term strategic violent crime plan.

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

Follow-up discussion on the presentation given at the January 13, 2022 PSC meeting.

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**QUESTIONS FOR COUNCIL**

Information Only

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**LEGAL COMMENTS**

The City Manager shall be responsible to the council for the proper administration of all affairs of the City placed in his charge and, to that end, he shall have the power and duty to make written or verbal reports to the Council concerning the affairs of the city under his supervision: City Charter §7-4(e). (Platt)

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**PUBLIC FINANCIAL IMPACT**

- YES       NO

**If yes, explain:** N/A

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**PRIVATE FISCAL IMPACT**

- Not Applicable       Significant       Nominal

**If Significant or Nominal, explain:** N/A



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Aurora Police Department Retention Initiatives
<b>Item Initiator:</b> Danelle Carrel
<b>Staff Source/Legal Source:</b> Vanessa Wilson, Chief of Police / Megan Platt, Assistance City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 1.0--Assure a safe community for people

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** N/A

### ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time

Vanessa Wilson, Chief of Police / Megan Platt, Assistant City Attorney  
30 Minutes

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

- |   |  |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session   | <input type="checkbox"/> Approve Item as proposed at Study Session   |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting   | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input checked="" type="checkbox"/> Information Only  |  |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration<br>Reason for waiver is described in the Item Details field. |  |

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### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

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**Policy Committee Date:** N/A

**Action Taken/Follow-up: (Check all that apply)**

- |   |   |
|---|---|
| <input type="checkbox"/> Recommends Approval              | <input type="checkbox"/> Does Not Recommend Approval    |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached                 | <input type="checkbox"/> Minutes Not Available          |

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**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.)**

N/A

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

Chief Wilson presents the internal 'New Way forward' plan to address retention efforts and department culture. The pillars of this living plan include *Operating, Leadership, Service, Accountability, and Engagement*.

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**QUESTIONS FOR COUNCIL**

N/A

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**LEGAL COMMENTS**

The City Manager shall be responsible to the City Council for the proper administration of all affairs of the City placed in his charge and, to that end, he shall have the power and duty to make written or verbal reports at any time concerning the affairs of the City under his supervision. City Charter§7-4(e). (Platt)

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**PUBLIC FINANCIAL IMPACT**

- YES       NO

**If yes, explain:** N/A

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**PRIVATE FISCAL IMPACT**

- Not Applicable       Significant       Nominal

**If Significant or Nominal, explain:** N/A



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> AFR Health & Safety Update
<b>Item Initiator:</b> Deputy Chief Allen Robnett, Aurora Fire Rescue
<b>Staff Source/Legal Source:</b> Douglas Whiting, Captain / Angela Garcia, Senior Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 1.7--Minimize injury, property losses, and death, while maintaining city govern. operations

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** N/A

### ITEM DETAILS:

AFR Health & Safety Update - Information to provide the committee with the AFR Health & Safety upgrades and 2022 initiatives.

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

- |   |  |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session   | <input type="checkbox"/> Approve Item as proposed at Study Session   |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting   | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input checked="" type="checkbox"/> Information Only  |  |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration<br>Reason for waiver is described in the Item Details field. |  |

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Public Safety, Courts & Civil Service

**Policy Committee Date:** 2/10/2022

### Action Taken/Follow-up: *(Check all that apply)*

- |   |   |
|---|---|
| <input type="checkbox"/> Recommends Approval              | <input type="checkbox"/> Does Not Recommend Approval    |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached                 | <input type="checkbox"/> Minutes Not Available          |

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**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.)

N/A

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

Aurora Fire Rescue has begun upgrading physical fitness equipment in the fire stations and has initiated enhanced psychological services. A summary of the 2022 health and safety initiatives will be provided and future needs.

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**QUESTIONS FOR COUNCIL**

N/A

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**LEGAL COMMENTS**

This item is informational only. There is no formal council action necessary.  
The City Manager shall be responsible to the Council for the proper administration of all affairs of the city placed in his charge and, to that end, shall have the power and duty to make written or verbal reports at any time concerning the affairs of the City. City Charter, Art. 7-4(e).

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**PUBLIC FINANCIAL IMPACT**

YES       NO

**If yes, explain:** N/A

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**PRIVATE FISCAL IMPACT**

Not Applicable       Significant       Nominal

**If Significant or Nominal, explain:** N/A