

**AGENDA
CITY OF HARTFORD
FINANCE & PERSONNEL COMMITTEE
CITY HALL COUNCIL CHAMBERS
TUESDAY, JULY 10, 2018
6:30 P.M.**

1. Call to order.
2. Roll call.
3. Public comment period.
4. Discussion and consideration of approving the following license: **bartender** Arielle Messier, Sarah McGlothin, Sydney Mikulec
5. Discussion and consideration of denying a bartenders license to Colten Weber due to past offenses. *Mr Weber to appear*
6. Discussion and consideration of denying a bartenders license to Daniel Sutter due to past offenses. *Mr Sutter to appear*
7. Discussion and consideration of authorizing appropriate City officials, contingent upon final Hartford Joint #1 School Board approval, to enter into a part-time PSLO Agreement with the Hartford Joint #1 District and to authorize the addition of a 28th approved staffing position for a sworn police officer to accommodate the filling of this position. (Executive Summary attached)
8. Adjournment.

NOTE: "PERSONS WITH DISABILITIES REQUIRING SPECIAL ACCOMODATIONS FOR ATTENDANCE AT THE MEETING SHOULD CONTACT THE CITY CLERK AT LEAST ONE (1) BUSINESS DAY PRIOR TO THE MEETING."

"MEMBERS OF THE COMMON COUNCIL MAY ATTEND THE ABOVE MEETING, PURSUANT TO STATE EX REL. BADKE V. GREENDALE VILLAGE BOARD, 173 WIS 2D 553, 494 N.W. 2D 408 (1993). SUCH ATTENDANCE MAY BE CONSIDERED A MEETING OF THE COMMON COUNCIL. THIS NOTICE IS GIVEN SO THAT MEMBERS OF THE COMMON COUNCIL MAY ATTEND THE MEETING WITHOUT VIOLATING THE OPEN MEETING LAW."

EXECUTIVE SUMMARY

TITLE: Part-Time Services of a Police School Liaison Officer (PSLO)
Agreement with the Hartford Joint #1 School District (Joint #1)

BACKGROUND:

In this agreement, the Hartford Joint #1 School District has requested to secure the services of a PSLO during their school year. The PSLO requested under this agreement would be assigned to the Hartford Joint #1 School District for regularly scheduled school days while classes are in session. During normal school breaks/vacations/off days, the officer assigned to these PSLO duties could be utilized by the Hartford Police Department.

Considerations:

1. There have been 12 school related shooting in 2018, 17% of those occurred at Elementary Schools¹.
2. It is estimated that PSLO's assigned to elementary schools is becoming more frequent, with an increased PSLO presence of 16% in elementary public schools between 2015 and 2016.²
3. Elementary School PSLO's have been on scene and directly engaged school shooting suspects in Lexington Park, Maryland, Dixon, Illinois, and Ocala, Florida already in 2018. These actions have undoubtedly saved lives.
4. The Hartford Joint #1 School Board has decided that the addition of a PSLO at this time is in their best interest to enhance the security at their schools.

On April 11, 2018, I attended a Hartford Joint #1 School District Board meeting at the Hartford Middle School. Dr. Smits and others presented on steps that were being taken regarding the review of their district security policies and protocols. At one point in the listening session Dr. Smits polled the crowd in attendance and 100% of the parents supported the acquisition of a PSLO for Joint #1 Schools.

On June 18, 2018, the HUHS School Board considered a request from the Hartford Joint #1 School District to utilize 100% of their 2nd High School PSLO under the service sharing clause in their agreement with the city for that position. After consideration that HUHS Board declined that request.

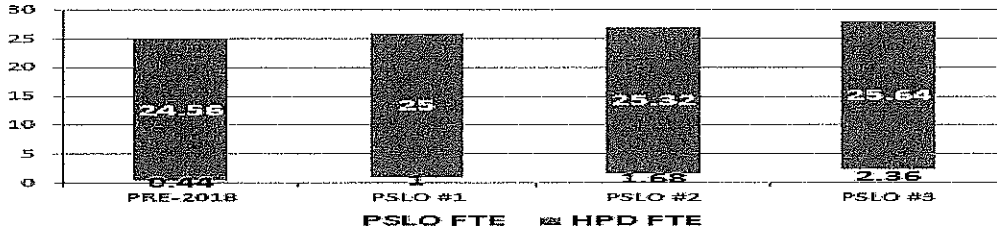
On July 2, 2018, myself, Mayor Michalak, and City Administrator Volkert met with Dr. Mark Smits and Mr. John Stellmacher from the Hartford Joint #1 School District. In that meeting they advised us that their school board would be interested in entering into an agreement to secure the services of a PSLO at the Joint #1 Schools while school was in session (9 months). The PSLO would rotate his assignment between the elementary schools during a given work week.

¹ <https://www.cnn.com/2018/03/02/us/school-shootings-2018-list-trnd/index.html> (on campus, during school incidents)

² <https://www.publicschoolreview.com/blog/cops-and-children-why-police-officers-are-stationed-at-elementary-schools>

As previously reported, staffing levels at the police department continue to remain a challenge. We have benefited in this area from each of the previous PSLO agreements with HUHS, not only by enhancing school safety but also by adding approximately ¾ of one FTE for non-PSLO duties. The additional 32% FTE we would gain by entering into this agreement would result in a combined total benefit of 1 additional FTE for non-PSLO duties from our Pre-2018 staffing levels. This remains a key factor due consideration in this context as it would further address our attempts to keep appropriate staffing levels for our community's growth.

NET IMPACT ON HPD FTE'S



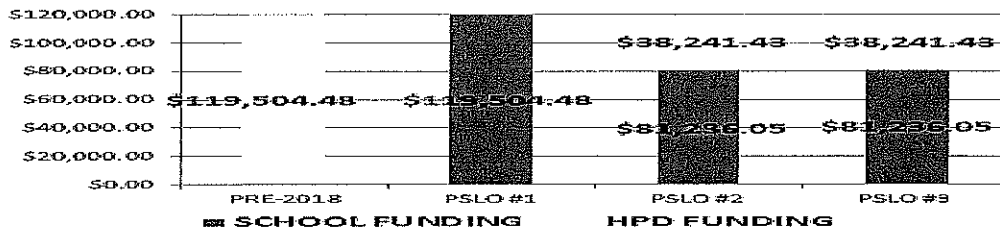
This proposal, like the 2nd HUHS agreement would, by design, have a substantially net impact on the department's staffing resources for other non-PSLO areas of operations.

FISCAL IMPACT:

The Hartford Joint #1 School District is proposing to pay 100% of the PSLO's wages and benefits during the time they would be assigned to the school district. Under the terms of the agreement, Hartford Joint #1 would also cover routine contractual increases in the officer's wages and benefits during the life of the agreement. The financial aspects of this agreement are identical to the HUHS agreement for their 9 month PSLO.

The city would be required to cover the costs for the remaining Full-Time Equivalency (FTE) annual expenses for this position. The total cost, in 2018 numbers, to the city would be roughly **\$38,241.43**

FUNDING OVERVIEW




The police department has a well-established record of working diligently to find efficiencies and cost savings whenever possible when this can be done **without** jeopardizing our ability to deliver quality services. Strategic planning provides an informed basis for the development of our annual budget requests, and there certainly can be no guarantees that funding annual operations will always come in under budget. However, again, the fact that our department has accomplished our mission the last three years with an average net savings of \$147,435.43 definitely merits your consideration with regard to the potential financial impact of this decision.

The agreement for this PSLO position would mirror the other agreements and be in effect from September 1, 2018 to June 30, 2022.

RECOMMENDATION:

To authorize appropriate City Officials, contingent upon final Hartford Joint #1 School Board approval, to enter into the attached part-time PSLO Agreement with the Hartford Joint #1 District and to authorize the addition of a 28th approved staffing position for a sworn police officer to accommodate the filling of this position.

PREPARED BY:  DATE: 07-03-18
David A. Groves, Chief of Police

APPROVED BY:  DATE: 7-3-18
Dawn Timm, Finance Director

APPROVED BY: _____ DATE: _____
Ian Prust, City Attorney

APPROVED BY:  DATE: 07-03-18
Steve Volkert, City Administrator

Committee Routing: Finance and Personnel Committee: July 10, 2018
Police and Fire Commission July 11, 2018
Common Council: July 24, 2018

1 **Police School Liaison Officer Agreement**
2 **City of Hartford and the Hartford Joint #1 School District**

3
4 This Agreement is made pursuant to Sec. 66.0301, Wisconsin Statutes by and between the
5 HARTFORD JOINT # 1 SCHOOL DISTRICT (hereinafter "School District"), and the CITY OF
6 HARTFORD, a Wisconsin Municipal Corporation, (hereinafter "City"), through the CITY OF
7 HARTFORD POLICE DEPARTMENT, (hereinafter "Police Department") as follows:
8

9 **WITNESSETH:**

10
11 WHEREAS, the City, through the Police Department, agrees to provide the School District a
12 Police School Liaison Officer Program in the School District; and
13

14 WHEREAS, the School District and the Police Department desire to set forth in this PSLO
15 Agreement the specific terms and conditions of the services to be performed and provided by the
16 PSLO in the School District.
17

18 NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:
19

20 **1. Cost of the PSLO Program.**

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22 a. The School District shall reimburse the City for 68% of the cost of one police
23 officer, including, but not limited to the following:
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- 25 i. Regular Salary
- 26 ii. Holiday Salary
- 27 iii. Holiday @ 1.5
- 28 iv. Shift Differential
- 29 v. Overtime
- 30 vi. Vision Insurance
- 31 vii. Vacation Payout
- 32 viii. Sick Leave Payout
- 33 ix. FICA
- 34 x. Life Insurance
- 35 xi. Health Insurance
- 36 xii. Dental Insurance
- 37 xiii. Retirement
- 38 xiv. Disability Insurance
- 39 xv. WCI
- 40

- 41 b. The School District shall reimburse the City 68% of contractual increases in wages
42 and benefits.
43
- 44 c. The school district may enter into a collaborative sharing agreement for their
45 portion of the funding for this position with the Hartford Union High School
46 District if such an agreement can be reached during the term of this agreement. In
47 the event of such an agreement an equitable time sharing agreement must be
48 reached between the Hartford Union High School District, the Hartford Joint # 1
49 School District, and the Hartford Police Department for the division of the PSLO's
50 time to be spent in each district. Additionally, the Hartford Union High School
51 District must agree to all of the terms and conditions for the PSLO program detailed
52 in this original agreement.
53

54 **2. Employment of Police School Liaison Officer.**
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- 56 a. The PSLO shall be an employee of the Police Department and shall be subject to the
57 administration, supervision and control of the Police Department.
58
- 59 b. The PSLO shall be subject to all personnel policies and practices of the Police
60 Department except as such policies or practices may be modified by the terms and
61 conditions of this Agreement.
62
- 63 c. The Police Department, in its sole discretion, shall have the power and authority to
64 hire, discharge, and discipline the PSLO.
65
- 66 d. The School District shall be a part of process to identify and recommend to the
67 Chief of Police the Police Department officer assigned as the School District PSLO.
68
- 69 e. The Chief of Police, in his sole discretion, shall assign PSLO officers. If the high
70 school principal is dissatisfied with the PSLO who has been assigned, then the
71 principal (or his/her designee) may request that the Chief of Police assign a different
72 officer as the PSLO.
73
- 74 f. The PSLO program will be evaluated jointly by the School District and the Police
75 Department no later than one year prior to the end of the Agreement, i.e., June 30,
76 2021.
77

78 **3. Duty Hours.**
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- 80 a. PSLO duty hours shall be determined by the Chief of Police. The PSLO's duty
81 hours shall normally conform to the school day, except as may be required to carry

82 out other PSLO duties under the terms of this agreement.
83

- 84 b. It is understood and agreed that time spent by the PSLO attending municipal court,
85 juvenile court, and/or criminal cases arising from and/or out of their employment as
86 a PSLO shall be considered as hours worked under this Agreement.
87
- 88 c. In the event the PSLO is absent from work, the PSLO shall notify the Police
89 Department and the principal (or his/her designee) of the school to which the PSLO
90 is assigned.
91
- 92 d. At the discretion of the Chief of Police another officer may be temporarily assigned
93 to PSLO duties during any sick leave absence.
94
- 95 e. The PSLO covered under this agreement is engaged by the School District for only
96 176 regularly scheduled school days per the official 2018 – 2019 School District
97 Calendar. During normal school breaks/vacations, the officer will be utilized by the
98 Hartford PD for street patrol duties.
99

100 **4. Term of Agreement.**
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102 The term of this Agreement is September 1, 2018 and ends June 30, 2022. Either party
103 may request termination or modification of this agreement in writing one hundred and
104 twenty (120) days prior to the expiration of any school year. Such notice shall be by
105 certified mail and addressed to the following:
106

107 For the City: Chief of Police
108 City of Hartford
109 109 N. Main St.
110 Hartford, WI 53027
111

112 For the District: Hartford Joint #1 School District Superintendent
113 Hartford Joint #1 School District
114 402 W. Sumner Street.
115 Hartford, WI 53027
116

117 **5. Duties of School Resource Officers.**
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119 The PSLO's duties will include, but not be limited to, the following:
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- 121 a. To be an extension of the principal's office for assignments consistent with this
122 Agreement.

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- b. To be a visible, active law enforcement figure on campuses dealing specifically with law enforcement matters originating on the assigned campuses.
- c. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- d. Whenever permissible by the police labor agreement, the PSLO is encouraged to work during School District co-curricular activities.
- e. To be a resource for teachers, staff, parents and students for conferences on an individual basis dealing with individual problems or questions.
- f. To make appearances before groups associated with the campuses and as a speaker on a variety of requested topics.
- g. The PSLO will keep monthly records of activity. These records will be distributed to the Chief of Police and the principal (or his/her designee) as requested.
- h. **The PSLO will not be involved in ordinary school discipline.** Disciplining students will remain the School District responsibility, and only when the principal (or his/her designee) and the PSLO agree that the PSLO's assistance is needed to maintain a safe and proper school environment would the principal (or his/her designee) request PSLO involvement. The Police Department shall make the final decision to investigate a matter or take enforcement action.
- i. At the discretion of the Chief of Police, certain investigations may be referred to detectives or other officers for further investigation and follow-up. The PSLO shall not enforce the District's policies and school rules; however, the PSLO may be asked to assist the District with administrative investigations and administrative searches related to the alleged violation of school policies and rules.
- j. If the principal believes that in a given situation or incident there is a law violation, the principal (or his/her designee) may request PSLO involvement.
- k. It will be the responsibility of the PSLO to report all crimes originating on campuses. Information on cases that are worked off-campus by the Police Department or other agencies involving students will be provided to the PSLO, but the PSLO will not normally be actively involved in off-campus investigation(s).

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- l. The PSLO will coordinate his/her actions with the principal's offices for law enforcement cases. In the event that the Department feels it needs to investigate an off-campus case on campus, the Chief or the PSLO should articulate the reasons as to why the particular case needs to be investigated on school grounds during school time to the principal (or his/her designee). Any objections by school administration should be noted and considered prior to proceeding, but the School District agrees not to interfere with any police investigation.

- m. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests should be referred to the PSLO.

- n. The PSLO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency – and delinquency-prone youths and their families. Referrals will be made when necessary to school counselors.

- o. The PSLO and the principal (or his/her designee) will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.

- p. The PSLO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any new programs within the school.

- q. The PSLO is first and foremost a law enforcement officer. This fact must be constantly reinforced.

- r. The PSLO may be asked to provide community wide crime prevention presentations that include, but are not limited to:
 - i. Drugs and the law – Adult and juvenile;
 - ii. Alcohol and the law – Adult and juvenile;
 - iii. Sexual assault prevention;
 - iv. Safety programs – Adult and juvenile;
 - v. Assistance in other crime prevention programs as assigned.

- 203 s. The PSLO will wear a department uniform, business casual and formal with
204 appropriate logos and name badges depending on the time of school year, the type
205 of school activity or program, and the requests of the school and/or police
206 department. The Chief of Police shall set expectations and resolve any disputes in
207 this area.
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- 209 t. The PSLO will wear their department issue duty weapons in accordance with
210 department policy.
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- 212 u. If the Police Department and the School District release information to the media,
213 parents, faculty/staff, students, etc., regarding a school related incident, both parties
214 shall make every effort to share the release information and jointly issue and
215 coordinate the release of such information.
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- 217 v. The School District agrees not to release information regarding any ongoing Police
218 Department investigation.
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- 220 w. The School District agrees that when the Police Department takes a student into
221 custody it is the responsibility of the Police Department to notify the parents or
222 guardians of the student.
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224 **6. Chain of Command.**
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- 226 a. As employees of the Police Department, the PSLO will be subject to the chain of
227 command of the Police Department.
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- 229 b. In the performance of their duties, the PSLO shall coordinate and communicate with
230 the principal or the principals' designee of the school to which they are assigned.
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232 **7. Transporting Students.**
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- 234 a. The PSLO shall not transport students in Police Department vehicles except:
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- 236 i. When the students are victims of a crime, under arrest/taken into custody, or
237 some other emergency circumstances exist; and
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- 239 ii. When students are suspended and/or sent home from school pursuant to
240 school disciplinary actions, if the student's parent or guardian has refused or
241 is unable to pick up the child within a reasonable time period and the student
242 is disruptive/disorderly and his/her continued presence on campus is a threat
243 to the safety and welfare of other students and school personnel.

- 244
245 b. Students shall not be transported to any location unless it is determined that the
246 student's parent, guardian or custodian is at the destination to which the student is
247 being transported. The PSLO shall not transport students in their personal vehicles.
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249 c. The PSLO shall notify school personnel upon removing a student from campus.
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251 **8. Facility Usage**

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253 a. The School District will provide the PSLO with a private setting at the Central
254 Middle School, the Lincoln Elementary School, and Rossman Elementary School in
255 order to allow for the completion of reports and interviews. A telephone and
256 computer will be included in the office.
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258 b. The School District will provide a secure storage area for the PSLO to secure police
259 equipment and reports at the Central Middle School, the Lincoln Elementary School, and
260 Rossman Elementary School.
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262 c. The School District will provide a designated parking space for the PSLO's vehicle
263 at the Central Middle School, the Lincoln Elementary School, and Rossman Elementary
264 School.
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- 266 9. **District Obligations:** The District will permit the Police Department to install a gun
267 storage safes at the School District in the PSLO's offices. The PSLO's offices will be
268 secure when the PSLO is not present. The Police Department will determine what
269 appropriate weapons and/or evidence is to be stored in the gun safes. The Police
270 Department will have exclusive control over the gun safes, and will take the steps necessary
271 to ensure that the PSLO is properly trained in the use of any weapon carried or stored in
272 School District property.
273

274 **10. Access to Education Records.**

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276 a. Both parties agree to share information allowable by law.
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278 b. School officials shall allow the PSLO to inspect and copy any public records
279 maintained by the school to the extent allowed by law. If some information in a
280 student's record is needed in an emergency to protect the health or safety of the
281 student or other individuals, school officials may disclose to the PSLO that
282 information which is needed to respond to the emergency situation based on the
283 seriousness of the threat to someone's health or safety; the need of the information

284 to meet the emergency situation and the extent to which time is of the essence to the
285 extent allowed by law.

286
287 c. If confidential student records information is needed by the PSLO, but no
288 emergency situation exists, the information may be released only as allowed by law.
289

290 11. **Indemnification:** To the extent permitted by law, the School District agrees to indemnify
291 and hold harmless the City and its Police Department, and its employees, agents, and
292 representatives, from any and all loss of liability including claims, demands, judgments,
293 costs, damages, attorney's fees, and expenses of any nature whatsoever to the extent that
294 such loss or liability arises out of the act or omission of any School District employee,
295 agent, or representative. To the extent permitted by law, the City and its Police Department
296 agrees to indemnify and hold harmless the District, and its employees, agents,
297 representatives, and Board of Education, collectively and individually, from any and all
298 loss or liability including claims, demands, judgments, costs, damages, attorney's fees, and
299 expenses of any nature whatsoever to the extent that such loss or liability arises out of the
300 act or omission of any employee, agent, or representative of the Police Department.
301

302 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day
303 and year first written above.
304

305 **HARTFORD UNION HIGH SCHOOL DISTRICT**

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308 By: _____ Date: _____
309 Dr. Mark Smits, Ph.D., Superintendent

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311 By: _____ Date: _____
312 Jeff Becker, School Board President

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315 **CITY OF HARTFORD**

316
317 By: _____ Date: _____
318 Timothy C. Michalak, Mayor

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320 By: _____ Date: _____
321 Steven Volkert, City Administrator

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323 By: _____ Date: _____
324 David A. Groves, City Chief of Police