

Meeting Agenda

Tuesday, May 2, 2017
Fire Department – “Classroom”
1701 Franklin Street

4:00 p.m.

[A quorum of the City Council may attend this meeting]

1. Roll Call

Discussion and Possible Action on the Following:

2. Election of Commission President, Secretary and appointment of liaisons
3. Discussion and action on Memorandum of Understanding with Plover Fire Department
4. Update on ISO rating
5. Police Chief's Report
6. Fire Chief's Report/EMS Report
7. Approval of minutes
8. Confirmation of Bills
9. Discussion and action on UWSP Memorandum of Understanding
10. Adjourn into closed session (approximately 4:45 p.m.) pursuant to Wisconsin Statute Section 19.85 (1) (e) [deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session] for the following:
 - a. Update on MOU with St. Michael's Hospital for a Medical Director
 - b. Update for the possible addition of an ambulance to the EMS system
11. Adjournment

Any person attending or requesting materials for this meeting who has special needs should contact the Police and Fire Commission secretary as soon as possible to ensure a reasonable accommodation can be made. The Police and Fire Commission secretary can be reached by telephone at (715) 346-1508, or by mail at 1515 Strongs Avenue, Stevens Point, Wisconsin 54481.

Copies of minutes of the Police and Fire Commission meetings are on file at the office of City Clerk for inspection during normal business hours from 7:30 a.m. to 4:00 p.m.



April 27, 2017

President Gary Wescott and Commissioners
Police and Fire Commission
City of Stevens Point
1515 Strongs Ave.
Stevens Point, WI 54481

Dear Commissioners,

The university has been working closely with the Stevens Point Police Department and the City Attorney to develop a memorandum of understanding as to how sexual assaults and life-threatening crimes should be handled on university property. Participating from the city have been Police Chief Marty Skibba, Assistant Police Chief Tom Zenner, Commissioner Ron Carlson, and City Attorney Andrew Beveridge. District Attorney Louis Molepske joined our later face-to-face and email discussions. Attorney Anne Bilder represented the UW System Legal Office. Participating from the university were Director of Protective Services Bill Rowe, Dean of Students Troy Seppelt, Vice Chancellor Greg Diemer and myself. We have had a very open and thorough discussion of the issues.

Our goal has been to put in place a crime response model that will best serve the university community and the city of Stevens Point. We intend to properly position the university within the national initiatives aimed at reducing sexual assaults on college and university campuses, as well as respond to the increasing federal regulations from the U.S. Department of Education in this regard. Specifically, we strive to assure the law enforcement agency with the most appropriate experience and resources will lead the investigation of sexual assaults and life-threatening crimes that occur on university property. This MOU does precisely that. In most cases the law enforcement agency will be the Stevens Point Police Department.

The memorandum of understanding outlines a commitment to intergovernmental cooperation, training protocols and information sharing, enhancing efforts to prevent and respond to crimes. We are also taking several steps to strengthen the university's police department. Among these efforts is a name change for our department. Effective with the approval of this MOU by the commission and the university, our department will become University Police and Security Services.

I will be present at your May 2 meeting to answer any questions. Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Bernie L. Patterson".

Bernie L. Patterson
Chancellor

cc: Marty Skibba, Police Chief
Andrew Beveridge, City Attorney
Louis Molepske, District Attorney

Anne Bilder, UWSA Attorney
Bill Rowe, Director of Protective Services
Greg Diemer, Vice Chancellor of Business Affairs

Memorandum of Understanding between the Board of Regents of the University of Wisconsin System, d/b/a the University of Wisconsin-Stevens Point and the City of Stevens Point Police Department

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the Board of Regents of the University of Wisconsin System, d/b/a, the University of Wisconsin-Stevens Point (“UWSP”), and the University of Wisconsin-Stevens Point University Police and Security Services (“UPSS”) and the City of Stevens Point Police Department (“SPPD”), collectively “Parties.”

Purpose

The purpose of this MOU is to formalize the commitment of the parties to cooperate concerning certain law enforcement-related matters as described in this agreement. It is the shared belief of the parties that such cooperation will optimize available law enforcement resources to best serve the UWSP and Stevens Point community in the prevention of and response to crime.

Description of Parties

University of Wisconsin Stevens Point

University Police and Security Services is the University’s law enforcement authority, operating 24 hours a day, seven days a week, 365 days a year. The primary goal is the protection of members of the University community and its property, comprised of 275 acres, its resident community of 3300 students living in 13 residence halls, 8,626 full and part-time enrolled students, 1200 faculty and staff and the surrounding community. UPSS operates in a full law enforcement capacity with police and security officers. UPSS enjoys a close working relationship with area law enforcement. UPSS’s jurisdiction is defined by statute at § 36.11(2)(a), Wis. Stats.

City of Stevens Point Police Department

The Stevens Point Police Department is organized under Wis. Stats. § 62.13 and overseen by the Stevens Point Police and Fire Commission. The Stevens Point Police Department’s top priority in the community is the personal safety and protection of property of the city’s residents, including the university community. According to the 2015 Annual Report of the Stevens Point Police Department, the department is comprised of 44 sworn officers and a civilian staff of 39. The Stevens Point Police Department is dedicated to preserving public safety, improving community awareness, and reducing crime.

Mutual Aid Generally

Consistent with §§ 36.11(2) and 66.0313(2), Wis. Stats., and related statutes, the parties agree to provide assistance to the requesting party as described in this Agreement. Such assistance extends to the shared use of facilities and equipment. The Mutual Aid is activated by a request of one of the parties.

Except as provided below, the requesting party remains the incident commander unless that role is otherwise relinquished.

Protocol for Handling Designated Crimes Occurring on University Lands

As part of the mutual aid agreement, the parties agree to adopt the following protocol in the event that the UPSS receives a report of a designated crime. For the purposes of this MOU, designated crimes will include the attempt or commission of first, second, and third degrees of sexual assault, arson, homicide, kidnapping, or any incident resulting in life-threatening injuries to any person. In the event of other life-threatening crimes on university lands, the Police Chief of UPSS, or his /her designee will request immediate assistance from SPPD until such time that the threat to public safety has subsided and the crime scene (if known) is secured. At that time the Police Chief of UPSS will request assistance from SPPD with the investigation following the protocol (when applicable) in this MOU or seek investigative assistance from other local, state or federal law enforcement agencies depending on the nature of the life-threatening crime. In such cases, UPSS will keep SPPD informed of the situation in a timely fashion. Nothing in this Agreement shall limit in any way the jurisdiction of SPPD or UPSS.

As soon as practicable following the reporting of a designated crime to the UPSS, UPSS will contact the SPPD and provide the SPPD with the information concerning the designated crime it has received. The SPPD will designate an officer or detective to be the lead investigator related to matters concerning that reported crime. UPSS will designate a sworn officer to serve as secondary investigator. Both UPSS and SPPD will assign officers to these cases that are sworn officers certified by the Training and Standards Bureau of the Wisconsin Department of Justice Training. The two investigators and two departments will cooperate on the investigation, including sharing resources and information between the assigned officers in the same manner as law enforcement agencies do in joint investigations. The assigned officer from both agencies will, when practical, work as partners. Nothing in this protocol precludes other law enforcement agencies from asserting jurisdiction over the investigation in accordance with law or appropriate policy.

1. The parties will share information consistent with the section below.
2. The SPPD understands that the event may likewise involve a UWSP human resources-related or student affairs-related investigation and response.
3. Both agencies agree to work together to establish the necessary standard operating procedures needed to implement this Agreement.

Information Sharing

The parties agree to share information related to the prevention of and response to potential and existing crimes occurring on campus and within the city of Stevens Point to the maximum extent possible as permitted by law, including matters referred to Wisconsin Department of Criminal Investigation. SPPD acknowledges that pursuant to Title IX of the Education Amendments (20 U.S.C. s. 1681 et. seq.) and related guidance from the U.S. Department of Education, the Family Educational Rights and Privacy Act (20 U.S.C. s. 1232g; 34 CFR Part 99), and related laws, there may be legal limitations imposed on UWSP concerning the sharing of certain information.

SPPD agrees to share information with UPSS about UWSP students and employees who are involved in incidents that come to the attention of SPPD, subject to such procedures and limitations applicable under federal and state law, including but not limited to the Drivers Privacy Protection Act, 18 U.S.C. § 2721 et. seq. The parties agree to share data concerning trends and patterns of crimes.

When the SPPD or the UPSS receive notification via a telephone call to 911 or a telephone call directly to SPPD or UPSS or by any other means, of a life-threatening public safety situation on campus, on the city streets contiguous to the campus, or within the close proximity to the campus, the agency receiving the notification of the life-threatening public safety situation will notify the other agency of the circumstances of the life-threatening public safety situation in a timely manner.

The parties agree to optimize communication technology to promote timely and effective information sharing and to assist in responding to emergency situations. SPPD agrees to support UPSS's application to the Portage County Sheriff for access to the coded radio transmissions shared by all other law enforcement agencies in Portage County. At such time that access is granted by the Sheriff, UPSS will limit access to the coded radio transmission to UWSP sworn officers.

Nothing in this MOU is intended to interfere with UPSS's authority and discretion to issue Timely Warnings in compliance with the Clery Act (20 U.S.C. s. 1092f; 34 C.F.R. 668.46).

Prevention and Training Efforts

1. UPSS Training and Education. UPSS agrees to provide training to appropriate individuals at SPPD concerning, for example, the following subjects:
 - a. Policing at UWSP/Community Policing
 - b. University crime data and reporting requirements, including Clery reporting and Title IX
 - c. The student and employee conduct process

2. SPPD Training and Education. SPPD agrees to provide training to appropriate individuals at UPSS concerning, for example, the following subjects:
 - a. Advanced investigative techniques for serious and complex crimes
 - b. Law enforcement and victim resources in the community
 - c. Firearms and other tactical training

3. Joint Training and Education. The parties agree to cooperate in offering, for example, the following subjects:
 - a. Emergency preparedness
 - b. Investigating designated crimes under this Agreement
 - c. Familiarity with agency policies and procedures

The parties will discuss and work to offer or arrange any additional training they believe would be appropriate.

Assessment

Representatives of the parties agree to meet quarterly during the first year of implementation of this MOU to evaluate the efficacy of the agreement, after which the parties agree to meet at least bi-annually for the same purpose.

Costs

This MOU is not intended to result in any direct costs to either party. To the extent possible, each party agrees to make a financial commitment to expend resources necessary to effectuate the terms of this MOU. The SPPD and UPSS agree to provide investigative services at no cost.

The parties agree to pursue, individually and together, any funding to support the implementation of this MOU.

Standard Operating Procedures

The parties agree to create new or modify existing policies and procedures to incorporate, as appropriate, information relating to this MOU and to operationalize this MOU.

Publicity

The parties agree to work together on joint public communications concerning matters addressed in this MOU, including the execution of the MOU itself and any crime being jointly investigated. However, nothing in this agreement shall limit or interfere with either party's fulfillment of its obligations under Chapter 19 of the Wisconsin Statutes. Should the request involve matters relating to this agreement, the party receiving the request will inform the other party of the request and the disposition of the request.

Miscellaneous

1. No Restriction of Obligations. Nothing herein shall be interpreted to limit or restrict each of the party's legal, jurisdictional, or other obligations with respect to the subject matter of this MOU.
2. Term. This MOU shall remain in force until either party requests termination. Should such a request be made, the party requesting termination shall give the other party 60 days' written notification and identify the reasons relating to termination.
3. Effective Date. This MOU is effective upon the signature of both parties.
4. Modification. Any modification to this MOU must be made by mutual consent of the parties.
5. No Cause of Action. No provision of this MOU shall form the basis of a cause of action at law or equity by any party against any other party, nor shall any provision of this MOU form the basis of a cause of action at law or equity by any third party.
6. Liability. Subject to the exceptions set forth in § 66.0305, Wis. Stats., any law enforcement officer acting under this agreement shall be considered an employee of the officer's home agency and will be covered by the employee's agency's insurance and liability coverage, regardless of the supervision control of the officer's actions while within or en route to the requesting agency's jurisdiction.
7. Contact Person. Each party agrees to identify an employee of the party to serve as the contact person with respect to administrative issues related to this MOU. The contact person may be changed at any time and at the sole discretion of the appointing party. Agency contact persons for operational purposes will be identified in the standard operating procedures to be established. At the signing of this MOU, those individuals, with respect to administrative issues related to this MOU, are as follows:

Contact for UPSS: Bill Rowe, Director of University Police and Security Services

Contact for SPPD: Marty Skibba, Chief of Police, Stevens Point Police Department

Signed this _____ day of May, 2017.

By: _____
Bernie Patterson
Chancellor, UW-Stevens Point

By: _____
Gary Wescott
President, Police and Fire Commission

By: _____
Mike Wiza
Mayor, City of Stevens Point

By: _____
Marty Skibba
Chief of Police, Stevens Point Police Department

By: _____
Bill Rowe
Director, University Police and Security Services