



## ***City Council Memorandum***

**To:** Mayor Fasbender & City Council Members

**From:** Dave Wilske, Chief of Police

**Date:** October 17th, 2022

**Item:** Renewal of the 2022-2024 School Resource Officer and Traffic Control Agent Contract between the City of Hastings and ISD 200; revised addition.

**Council Action Requested:**

Approval of the attached contract.

**Background Information:**

The Hastings Police Department and ISD 200 have long had a joint School Resource Officer (SRO) program. The program provides for an on-site Hastings police officer who specializes in issues of significance to youth and collaborates with school staff to promote the safety of students, staff, and the community.

In addition, HPD and ISD 200 developed a Traffic Control Agent program. This mutual effort provides limited traffic control at intersections near school facilities where school bus, other vehicular traffic, and pedestrian traffic can become congested during morning and afternoon hours. The program provides temporary, part-time "Traffic Control Agents" under the police department's statutory authority to control traffic in affected areas.

The previous agreement had language in the Traffic Control Agent portion that mentioned they would only get paid for 2 emergency closing days, when they should be paid for all emergency closing days (page 13). This version clarifies that along with some spelling issues that have been corrected.

**Financial Impact:**

SRO Program as budgeted. TCA program is budget neutral.

**Advisory Commission Discussion:**

None

**Council Committee Discussion:**

None

**Attachments:**

2022-2024 School Resource Officer and Traffic Control Agent Agreements (2 copies).

**SCHOOL RESOURCE OFFICER AND  
TRAFFIC CONTROL AGENT PROGRAM AGREEMENT**

This School Resource Officer and Traffic Control Agent Program Agreement (the "Agreement") dated this 1<sup>st</sup> day of July 2022, is by and between the City of Hastings ("City") and Hastings Independent School District 200 ("School District").

**RECITALS**

**WHEREAS**, the School District and the City desire to join in a mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement; and

**WHEREAS**, the State Legislature has provided in Minnesota Statute § 126C.44 a vehicle to fund a cooperative effort by the School District and City to curb juvenile delinquency and crime; and

**WHEREAS**, the School District and the City desire to join in a mutual effort to provide limited traffic control at intersections near school facilities where school bus, other traffic, and student pedestrian traffic can become congested during morning and afternoon hours when students are arriving at and leaving the school facilities.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

**1. Purpose**

The City and School District will collaborate on a School Resource Officer Program (the "SRO Program") between the City and School District. Both the City and School District have determined that the SRO Program is beneficial to school and community safety and promotes collaboration between police, school, staff, counselors, parents, and students. This Agreement is intended, in part, to set forth the terms and conditions, to create, fund, and implement the position of a police School Resource Officer ("SRO").

The City and School District will also collaborate on a Traffic Control Agent Program (the "TCA Program") between the City and School District. Both the City and School District have determined that the TCA Program is beneficial to school and community safety and will promote safety of students, staff, and the public at large. The purpose of this Agreement is, in part, to set forth, the terms and conditions, to create, fund, and implement the positions of Traffic Control Agent ("TCA").

**2. Funding – SRO Program**

The City and School District will jointly fund the following expenses in connection with

the offering of the SRO Program.

- A. SRO salary at 50%-50% split to be paid at the top patrol rate and mid-range longevity step, as more fully identified on Exhibit A.
- B. SRO related benefits, including, but not limited to health insurance, retirement, workers compensation, sick time, vacation and disability pay at 50%-50% split, as more fully identified on Exhibit A.
- C. Training costs to be borne by the City unless specific training is requested or required by the School District in which case those training costs will be borne by the School District.
- D. Equipment maintenance and replacement will be primarily the responsibility of the City with the School District contributing a fixed portion of these program costs as detailed in Exhibit A and will be subject to annual review.
- E. Overtime for special events as may be required for the safety of students, staff, and visitors to School District facilities will be determined on an annual basis and shared between the City and the School District based on average overtime hours utilized as specified in Exhibit A.

The parties agree to review shared costs on an annual basis by June 30th of each year the Agreement is in effect. In the event the parties cannot reach agreement on the allocation of shared costs there shall be no annual adjustment for the upcoming year and the City and School District may each exercise their right to terminate this Agreement as provided herein. In the event the School District or the City should receive a grant or special funding to offset the costs of the SRO Program, the grant funding or special funding shall be applied against, and offset, the costs borne by the entity receiving the grant or special funding.

### **3. Funding-Traffic Control Agent (TCA) Program**

It is intended the City and School District will utilize existing school patrol personnel previously employed by the School District as Traffic Control Agents (TCAs). Those individuals selected to act as TCAs shall receive all background checks, equipment and training generally necessary to qualify as a City of Hastings Reserve Officer. By meeting the qualifications of a City of Hastings Reserve Officer, the TCAs shall have authority pursuant to Minn. Stat. § 626.84 to provide traffic control at the direction of the Hastings Police Department. The TCAs shall be employees of the City but the School District will reimburse the City all costs associated with the employment of the TCAs. The parties agree to review the costs of funding the TCA Program on an annual basis by June 30th of each year the Agreement is in effect. In the event the parties cannot reach agreement as to the costs for the TCA Program, there shall be no adjustment for the upcoming year and the City and School District may each exercise their right to terminate this Agreement as provided herein.

#### 4. Services

- A. **SRO Program.** The City shall provide the services of a police officer or officers and related support services and supplies to assist the School District in establishing and maintaining the program at the assigned school(s). The SRO(s) will have the duties as described on the attached Exhibit B. The School District agrees to provide adequate office space, telephone access, computer and printer for use by the SRO(s).
- B. **TCA Program.** The City shall provide the necessary background investigations, training and equipment for the TCAs and shall provide the TCAs to assist the School District in traffic control duties at intersections near school district facilities as more fully described on Exhibit C.

#### 5. Payment

The City shall provide billing statements to the School District for services provided herein on a semi-annual basis on June 30 and January 1 of each year. Such statements will be due and payable by the School District to the City no more than thirty (30) days after receipt of the same. The billing to the School District shall be done so in arrears of service provision (January billing shall cover the period of July 1 through December 31).

#### 6. Term

This Agreement shall commence on the 1st day of July, 2022, and shall end on the 30th day of June, 2024, subject to the cost adjustments and right of either party to terminate as provided herein. The agreement may be renewed for additional one-year periods as agreed by both parties.

#### 7. Independent Contractor

The City, through its Chief of Police, will remain free to exercise judgment and professional expertise in determining how to best provide the services described in this Agreement. The City acknowledges that no withholding for state or federal benefits or taxes will be made from the payments due the City by the School District. The City also acknowledges that it has the sole obligation to comply with state, local and federal tax provisions with regard to these services and the employees hired by the City to perform the work described herein, including workers compensation laws.

The City and any City employee who performs services for the School District agree that the employee shall not accrue any continuing contract rights and the employee specifically waives any right to a continuing contract with the School District. The City agrees that if the employee makes any employment claim or brings any employment action of any kind, the City will be solely responsible for the defense and payment of any claim as the employee is not an employee of the School District.

## **8. Scheduling**

The duty hours of the SRO are flexible and will be primarily coordinated with the school day and/or activities upon agreement with the School District. The SRO will make daily contact with the police department for the purpose of keeping abreast of incident reports and other City activities that may be of importance to the safety of students and School District staff. During non-school periods, the SRO's duties and schedule will be determined by the Chief of Police.

The duty hours of the TCAs will be primarily coordinated with the arrival and departure of students from school facilities during regular school days and upon agreement with the School District. The City shall be primarily responsible for scheduling the TCAs but the City will take all reasonable input from the School District.

## **9. Termination of this Agreement**

Either party may terminate this Agreement by providing written notice to the other party no less than six months prior to the effective termination date.

## **10. Temporary Emergency Reassignment**

If, in the discretion of the Chief of Police, it becomes necessary to remove the SRO from the district, the Chief of Police will immediately inform the School District officials in advance of such action.

## **11. Security/Linking**

The SRO(s) office will be locked and secured by a key issued only to the SRO(s). The SRO(s) will be provided a suitable computer, monitor and printer and any other items or services necessary, at the expense of the School District, so that the SRO will have full access to the City email and network system and the School District's email and network system at all times the SRO(s) is working pursuant to this Agreement.

## **12. Indemnity and Hold Harmless**

- A. The City agrees to indemnify and save harmless the School District of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, disease, or claimed injuries or diseases compensable under the Worker's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the City of any property, structures, or equipment of the School District (whether improved, modified, altered, or developed by the School District or otherwise) or any activities sponsored by the City taking place on such property, structures or equipment.

- B. The School District agrees to indemnify and save harmless the City of and from any and all liability and expenses, including attorney's fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Worker's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the School District of any property, structures or equipment of the City (whether improved, modified, altered, or developed by the School District or otherwise) or any activities sponsored by the School district taking place on any such property, structures or equipment.
- C. The indemnity provisions of Subparagraph A shall not apply to any liability incurred by the School District as a result of any negligent, wrongful or tortuous acts of the School District, its officers, agents or employees.
- D. The indemnity provisions of Subparagraph B hereof shall not apply to any liability or expenses incurred by the City as a result of any negligent, wrongful or tortuous acts of the City, its officers, agents or employees.
- E. The parties agree to cooperate with one another in the defense of any claim, demand or rights of action within the terms of this Agreement.
- F. In no case shall either party's obligation to indemnify the other party exceed the statutory liability limit of the other party.

### **13. Amendments**

This Agreement contains the full understanding and agreement between the parties and may not be amended except in writing agreed to and executed by both parties. If any provision of this agreement is found invalid by a court or agency, it shall not invalidate any remaining provisions.

### **14. Data Practices**

Sharing of data will be done only pursuant to the Minnesota Data Practices Act and the Family Educational Rights of Privacy Act. Any data shared between the two parties to this agreement will be maintained in the accordance with state and federal law. Because the City and the officer(s) are not employees of the School District, any violation of the state or federal law in this regard is the sole responsibility of the City and the officer and each agrees to hold the School District harmless if a claim or action arises because of the City's actions or omissions. TheCity shall provide reasonable data privacy training to all SROs.

### **15. Discrimination**

The City and School District agree not to discriminate in providing services under this agreement on the basis of race, sex, creed, national origin, age, or religion. The parties agree not to discriminate as required by state and federal laws.

#### **16. Interpretation**

This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both the City and the School District have contributed substantially and materially to the preparation of this Agreement.

#### **17. Construction**

The headings of the sections and subsections of this Agreement are for convenience and reference only and do not form a part hereof; and in no way interpret or construe such sections and subsections. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship as co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

#### **18. Parties in Interest**

This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, representatives, successors, and assigns. This Agreement is for the sole benefit of City and the School District (including a permitted assignee), and no third party is intended to be a beneficiary of or have the right to enforce this Agreement.

#### **19. Attorney's Fees**

In the event of litigation between the parties in connection with this Agreement, the prevailing party (i.e. the party whose position is substantially upheld by the court) shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. The obligation in the immediately preceding sentence shall survive any termination of this Agreement or the closing.

#### **20. Definitions**

If any date herein set forth for the performance of any obligations by the parties or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used in this Section, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Minnesota. The term "including" shall mean including, as an example, without limiting the generality of the foregoing.

**21. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

**22. Governing Law**

This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the State of Minnesota,

**23. Headings**

The headings contained herein are for convenience of reference only and do not affect, define, describe or limit the scope or intent of this Agreement or any of its provisions.

**24. Notices**

Notice to City provided for herein shall be sufficient if sent by the regular United States Mail, postage prepaid, addressed to City of Hastings, City Administrator, 101 East 4<sup>th</sup> Street, Hastings MN 55033. Notices sent to School District shall be sufficient if sent by the regular United States Mail, postage prepaid, addressed to ISD #200, Attention: Superintendent, 1000 West 11<sup>th</sup> Street, Hastings MN 55033. Either party may designate to each other in writing from time to time a different address for notice.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first written above.

City of Hastings

\_\_\_\_\_  
Mary Fasbender, Mayor

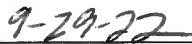
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Date

\_\_\_\_\_  
Kelly Murtaugh  
Assistant City Administrator/City Clerk

\_\_\_\_\_  
Date

Hastings Independent School District #200

  
\_\_\_\_\_  
Dr. Robert McDowell, Superintendent

  
\_\_\_\_\_  
Date



**EXHIBIT A**  
**SCHOOL RESOURCE OFFICER PROGRAM COSTS**

Personnel

**Costing based on the top annual patrol rates averaged throughout the life of the contract**

SALARY AND BENEFITS

<u>Description</u>	<u>Amounts</u>
Wages (top patrol & mid-range longevity)	\$90,783.44
Longevity	\$1,762.27
Medicare	\$1,316.36
Insurance	\$11,417.00
PERA	\$16,068.67
Work Comp	\$5,102.03
<u>Long-term Disability</u>	<u>\$334.51</u>
<b>Program Total</b>	<b>\$126,784.28</b>
<b>City of Hastings Contribution (50%)</b>	<b>\$63,392.14</b>
<b>School District Contributions (50%)</b>	<b>\$63,392.14</b>
School District Officer <b>Other</b> Billable Costs – Per Agreement	
40 hours OT - wage cost only	\$2,532.00
<u>Equipment – Mileage</u>	<u>\$2,400.00</u>
<b>Other Billable Total</b>	<b>\$4,932.00</b>

The City of Hastings shall bill only for actual expenses as agreed upon in the contract.

Overtime

As requested by the School District and with the approval of the Chief of Police and/or his designee, the SRO may be authorized to work special events outside of the regular schedule to promote public safety and enhance security of students, staff, and visitors. In accordance with the current collective bargaining unit agreement, the SRO or other officers working these special events are entitled to overtime compensation. The multi-year average for special event overtime (homecoming, prom, school dances, certain athletic events, etc.) has averaged more than 80 hours with a time and one half converted value of 120 hours. Recognizing the joint nature of the SRO Program and the desire to provide the School District with a fixed cost of the SRO Program, the City shall invoice the School District for 40 hours of special event overtime at a time and one half pay rate.

Training

Cost of in-service and professional development training shall be the responsibility of the City, unless it is specifically requested by the School District. The assigned SRO will be allowed by the School District to attend in-service and professional development training, as mandated to keep peace officer license current.

Equipment

Reimbursement for emergency vehicle and equipment costs at \$200.00/ month/\$2,400 per year to offset City cost of fuel, vehicle and equipment maintenance.

**EXHIBIT B**  
**SCHOOL RESOURCE OFFICER PROGRAM**  
**SRO DUTIES AND REQUIREMENTS**

The SRO reports to Hastings Police Administrative Sergeant and/or Divisional Lieutenant in collaboration with school administrators.

**Job Duties**

The SRO will work towards carrying out the mission of the Hastings Police Department (HPD) within the school community. The SRO will act in their capacity and authority as a Police Officer for the City of Hastings Police Department to provide a safe learning environment, to prevent crime, and to investigate and solve crimes.

Additionally, the SRO will:

Follow all policies and procedures of the Hastings Police Department (HPD).

Follow the HPD chain of command.

Work with the school administration and staff.

Work with building facilities personnel on issues related to building security.

Work with school staff in a fair and impartial manner to identify pre-delinquent youth (at risk) and will assist in targeting the appropriate resources necessary to prevent delinquent acts.

Not discipline students for infractions of school rules.

Serve as a conduit of information between students, staff, parents and Dakota County Social Services, the City of Hastings, and all law enforcement, court, and non-governmental agencies.

Strive to develop and facilitate regular meetings of school staff, police, Dakota County Criminal Justice officials (probation, CAC, County Attorney), Dakota County Social Services officials and other staff deemed necessary to enrich the learning environment or increase the safety of the schools.

Work with School District personnel and Dakota County officials on truancy

issues.

Complete appropriate police reports, according to City of Hastings Police Department policy.

Meet with parents and educators (staff) as necessary to facilitate conflict resolution within the school.

Be notified immediately by school administration personnel when crisis response has been activated by the school on any problem.

Monitor and develop a working knowledge of all students who are likely to cause problems or law violations within the school setting.

Intervene and take appropriate action within their authority as SRO when school crisis intervention is not successful.

Provide education programs as requested.

Provide school staff in-service education as may be requested.

Work at promoting a positive image of ISD 200.

Meet regularly with other SROs in Dakota County.

### **Position Requirements**

The assigned officer will have at least 24 months of service to the Hastings Police Department or possess special skills/training related to working with juveniles.

The assigned officer will work a flexible schedule, but will generally be scheduled on school days beginning at 7:00 AM and ending at 3:00 PM.

Uniform and/or plain clothes, as authorized by the Chief of Police in consultation with School District administration.

Possess interest and willingness to continually work to improve knowledge related to juvenile justice issues.

Will be reassigned as needed by the Hastings Police Department when not serving in SRO function.

Will continue to attend POST courses as needed to maintain license (will notify school in advance of absence and coordinate emergency contact coverage with department

supervisor).

Will respond to emergencies as needed outside of school.

Will maintain regular communication with school and Dakota County Communications Center.

Will work with staff at all ISD 200 schools.

**EXHIBIT C  
TRAFFIC CONTROL AGENT PROGRAM  
COSTS, DUTIES AND REQUIREMENTS**

**Costs.**

TCAs shall be temporary part-time employees of the City of Hastings entitled to an hourly wage of:

\$14.25 per session with a minimum payment of one hour per session. Effective 9/1/2022 and continuing for the 2022-23 and 2023-24 school years.

**Emergency School Closing**

In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work will be paid.

As temporary part-time employees, TCAs shall not be entitled to other employment benefits.

The City will be obligated to ensure Worker's Compensation insurance coverage for all TCAs, as well as, required tax, FICA, Medicare, and retirement withholdings as may be required by law.

The work schedule for TCAs shall be set by the School District.

The School District shall reimburse the City for all costs incurred for the employment of all TCAs.

**Training and Equipment.**

The City shall provide training to all TCAs sufficient for the TCAs to qualify as Hastings Police Reserve Officers. This shall include all necessary background checks, initial training and annual training and development. For the initial training and providing equipment to the TCAs, the School District shall pay to the City \$2,500.00 to reimburse the City for its cost of training and providing equipment as agreed upon during the annual program/contract review, but will not exceed \$500.00 unless agreed upon by both parties.