CITY OF MADISON

OFFICE OF THE CITY ATTORNEY

Room 401, CCB

266-4511

Date: October 2, 2026

TO: Karen Kapusta-Pofahl, Chief of Staff

RE: Employment Review of Interim Independent Monitor (IIM)

BY: Deputy City Attorney Patricia Lauten

This review responds to inquiries from the public and alders. It is a review of documents consisting of the Interim Independent Monitor's duties and responsibilities set forth in the job announcement and appointment letter, employment law and information regarding the Interim Independent Monitor. This is a review only. Any subsequent decision regarding whether the Interim Independent Monitor meets the criteria for a continued extension of their provisional appointment or any other action rests with the Madison Common Council.

I. INTRODUCTION AND BACKGROUND

On December 8, 2025, the City of Madison ("City") hired Aeiramique Glass ("IIM" or "Monitor Glass") as the Interim Independent Police Monitor. Monitor Glass' job duties are outlined in the job posting for the position and in her offer letter. *See Exhibits A and B to the Review.* Monitor Glass' interim appointment was for the duration of the time needed to fill the permanent Independent Police Monitor position which was expected to be six to nine months with weekly work hours from 20 hours per week to 38.75 hours per week. From the beginning, Monitor Glass worked a full work week at 38.75 hours per week. Because this position's primary purpose was to serve as the hiring manager for the permanent Independent Police Monitor Position, the interim IM was not eligible to apply for the permanent position, and that was clearly indicated on the posting for the interim position. Ms. Glass accepted that condition of employment on her job application.

Based on the timeline of six to nine months to complete the recruitment for the permanent IM position, Monitor Glass' appointment should have ended sometime between June 8, 2026 and September 8, 2026. The date was chosen based on the presumption Monitor Glass would have completed the recruitment for the permanent position and the person chosen for the position would have already started in the position. That did not occur. Consequently, on June 9, 2026, the Madison Common Council ("Common Council") extended Monitor Glass' appointment until March 31, 2027. (Legistar File 93167). That extension was conditioned on the expectation that the IIM continued to perform all of the duties of the position. *See Exhibit C to the Review.*

Almost four months on from the extension, and almost 10 months from her original hire, there is still no meaningful recruitment undertaken for the permanent Independent Monitor position. *See section IV. A. below.*

II. THE ROLE OF THE INTERIM INDEPENDENT POLICE MONITOR

Recruitment for the interim independent police monitor began after the resignation of Robin Copley. Documents creating the IM duties, and expected job performance, included:

Interim Independent Police Monitor Job Posting

- Responsible for serving as the Hiring Manager for the next Independent Police Monitor.
- Provide professional, managerial, administrative and auditing work to oversee the Madison Police Department's (MPD) compliance with internal policies and procedures, ensuring those policies and procedures align with research-based best practices and applicable local, state and federal laws.
    - Monitor compliance with City and police policies and Standard operating procedures (SOPs), governing laws, lawful orders from the Common Council, Mayor and Civilian Oversight Board.
    - Monitor implementation of the recommendations of the MPD Policy & Procedure Review Ad Hoc Committee.
    - Monitor investigations of personnel and, where appropriate, request further research or initiate an independent inquiry and issue recommended findings and conclusions regarding the matter.
    - Monitor training and trends in the occurrence of use of force incidents and MPD investigations of such events.
    - Monitor ongoing internal investigations of possible misconduct to ensure investigations are thorough, fair and objective.
    - Conduct audits of police data, work with outside researchers and/or consultants undertaking studies of policing and review internal MPD audits or Department programs and activities.
- Review use of force incidents.
- Oversee the processing of civilian complaints
- Ensure independent review of police operations.
- Examine systemic patterns in police conduct, complaints and critical incidents.
- Make data-driven recommendations to community decision makers including the MPD Chief of Police regarding policy changes and disciplinary actions.
- Community outreach and engagement.
- Maintain complete confidentiality of information unless disclosure is authorized within City guidelines.
- Required to execute the responsibilities of the position.
- Work directly with elected officials, city managers and other city staff and functions in an environment of sensitivity and political issues.

- Provisional appointment as Interim Independent Police Monitor (CG 21, Range 19)
- Effective December 8, 2025
- Required to serve a probationary period for the duration of employment. At the time of hire expected to be approximately 6-9 months.

III. THE EMPLOYER / EMPLOYEE RELATIONSHIP

Modern day employment law is based on the common-law legal principle whereby the employer holds the right to direct and control the work (time, place and manner), the method of work, and the conduct of the employee in exchange for wages and benefits. A contract is formed when there is an offer, acceptance of that offer and consideration. In modern times this is the employer's job offer, the employee's acceptance of that job offer and the salary paid by the employer to the employee. Termination of the consideration (salary) terminates the contractual relationship. The employer is legally responsible for wrongful acts or torts committed by the employee while acting within the scope of their employment.

The City's job posting, and the November 21, 2025 letter confirming the Monitor's provisional appointment, set out the time, place and manner of the work, the method of the work, and the expected conduct of the employee while performing that work. Every contract in Wisconsin includes an implied covenant (promise) of good faith and fair dealing that requires both parties to act honestly, cooperate, and avoid depriving the other person of the expected benefits of the agreement. Neither party has to write those requirements into the document for it to apply. To act in "good faith" is following reasonable commercial standards of fair dealing. Parties cannot use technicalities, hide information, or give late notice to take unfair advantage of the other party. Both parties are expected to act honestly and fairly, ensuring neither undermines the other's ability to benefit from the agreement.

Employment in Wisconsin is generally "at-will" meaning that unless a contract states otherwise, employers can terminate employees for any reason, or no reason at all, as long as it is not illegal (e.g., discrimination or retaliation) and employees can quit at any time. Good faith and fair dealing in an employment contract comes into play when there is a written or oral agreement like a contract for a fixed term of employment. In these cases, good faith and fair dealing ensures that neither party sabotages the other's ability to reap the agreed-upon rewards. In this case, Monitor Glass' written appointment was for an agreed upon contractual term of 6 to 9 months and was extended until March 31, 2027 by the Common Council. This is in keeping with other City Department/Division Heads who have a written employment contract for a fixed term. This differs from general City employees who are hired without a contract and can remain in their positions for decades until they retire, subject to removal for disciplinary reasons or due to performance.

IV. EXPECTATIONS AND PERFORMANCE

A. Recruitment of Permanent Independent Monitor

The primary job duty of the Interim Independent Police Monitor (IIM) is serving as the hiring manager for the permanent Independent Police Monitor position. Employment as the IIM is expected to last only until the recruitment for the permanent position is completed which, at the time of the job posting, was 6 to 9 months. The IIM is ineligible to apply for the permanent IM position due to the fact they are the hiring manager for the permanent position. The job posting for the interim position also specifically stated that the appointed interim IIM would not be eligible for the permanent position and Monitor Glass is subject to that requirement by virtue of accepting the interim position.

As the hiring manager, the IIM is responsible for coordinating community listening sessions designed to identify priorities and needs of the position and updating and finalizing the position description which outlines the responsibilities, knowledge, skills, and abilities needed for the position. The IIM is also responsible for participating in the City's Equitable Hiring Plan and for assisting in the development of the evaluation process for the essay responses, oral board examinations and interviews including developing the questions and scoring rubric used to evaluate candidates. The IIM may assist Human Resources in screening the application materials for minimal qualifications and, along with other selected individuals, participate in the evaluation of candidates through the hiring process. Finally, the IIM is responsible for submitting the name(s) of the final candidates for consideration by the Police Civilian Oversight Board (PCOB). The IIM is responsible for coordinating the PCOB interview process and for conducting reference checks on the selected finalist. The PCOB's recommendation then goes to the Common Council for final review and hiring approval.

Allowing for an initial adjustment period from the IIM hiring date of December 8, 2025, the City is almost 10 months into the anticipated recruitment process for the permanent IM position – well past the estimated period of 6 to 9 months which is the average hiring timeline for City Department/Division Heads. Regarding the recruitment to date there is[1]:

- No approved Position Description (PD).
- No job posting because there is no position description.
- No equitable hiring plan meeting (operational step not required by ordinance).
- No community outreach/engagement completed (required by ordinance).
- No hiring committee selected and finalized by the IIM and PCOB.
- No completed candidate screening or interviews.
- No candidate(s) referred to either the PCOB or the Common Council for consideration.

1 This review does not include any action that may have been taken by the Executive Subcommittee of the Police Civilian Oversight Board (PCOB) at its October 1, 2026 meeting.

B. *Work Directly With City Managers And Other City Staff*.

The IIM job description requires the IIM to work directly with City Managers (City Department/Division Heads) and other City staff to include Human Resources, Finance, the City Attorney's Office and necessary personnel within MPD. As a Department/Division Head, the IIM works with Finance on the budget, payroll and approval of expenditures for the Office of Independent Monitor. The IIM works with the City Attorney's Office on contract approval, as well as general legal advice for public meetings and open records, and when conflicts arise between departments. The IIM works with Human Resources on recruitment, managing employees under the IIM's supervision to include ensuring City benefits are properly provided, investigations are conducted and that any discipline resulting from an investigation is in keeping with just cause. The IIM works directly with MPD to carry out their complaint and reporting responsibilities.

The August 31, 2026 memorandum by the Human Resources Director, the Finance Director, the IT Director and the City Attorney outlined a number of issues regarding the IIM working directly and collaboratively with City Department/Division Heads and other staff*. See Exhibit D to the Review*. Some of the issues raised remain unaddressed and unresolved. These include compliance with City contracting procedures, providing requested documents to the City Attorney, progress regarding violations of APM 2-33 as well as the hiring responsibilities outlined in detail above. Should an issue arise, it is the City, not the IIM or the OIM that bears the ultimate legal responsibility, including paying out money in damages, for contracting and employment matters. In addition to the August 31, 2026 memorandum, other examples of the IIM's interactions with City managers and other City staff include:

- On September 28, 2026, MPD and the IIM were going to discuss an outstanding record request at their regular monthly meeting. The IIM canceled two hours before the meeting. No reason was given for the cancellation. While MPD has had to cancel meetings, a reason for the cancellation is either sent with the cancellation request or in a separate email to the IIM.
- On or around July 31, 2026, in a meeting with the Wisconsin Department of Justice (WDOJ), Office of Criminal Investigation (OCI), District Attorney Ozanne, and the City Attorney and Deputy City Attorney to discuss each office's role in officer involved shootings and subsequent record releases, the IIM abruptly walked out and terminated the meeting.
- On September 9, 2026, the Dane County Circuit Court entered an order of protection on behalf of a Madison police officer against the IIM based upon Monitor Glass's on-the-job actions.

In addressing employee performance, the employer (City) evaluates whether an employee is completing their assigned duties and following City work rules. While employees do not need to like each other, they are obligated, and in the IIM's case - contractually required - to communicate and cooperate when workplace situations require it. A direct refusal to cooperate, or to refuse to work with a person or department, is not just a personality issue – it may be insubordination. Insubordination in the workplace is an intentional refusal to perform a task or comply with an order given

by the employer/supervisor. Some general examples of workplace insubordination include:

- Refusing to complete a task within your job description.
- Intentionally failing to act on written or verbal instructions despite multiple reminders.
- Using abusive language, yelling, mocking, or displaying blatant public defiance toward a supervisor.
- Deliberately breaking established workplace rules or safety protocols after being told to follow them.
- Actively hindering productivity, slowing down progress on purpose, or disrupting team operations after a directive has been given.
- Deliberately freezing someone out, refusing to share vital work information, or sabotaging another employee's ability to do their job.

A continually insubordinate employee damages the work environment by breaking down trust, disrupting daily operations including preventing others from performing their jobs when information from the insubordinate employee is needed, and poisons the morale of employees and the employer. Specific harms can include:

- When an employee refuses a task, projects stall and deadlines are missed.
- Valuable time is spent managing the conflict and subsequent delays instead of focusing effort on important projects and goals.
- Other employees may have to pick up the slack which can lead to resentment and burnout.
- Defiant behavior, particularly by a manager whom other employees may look up to and follow, can create an "us versus them" split which can stall progress on important projects and goals.
- Public disrespect or defiance weakens the ability to achieve goals and guide employees effectively.
- A hostile or unpredictable environment makes it difficult for cooperative, respectful employees to feel secure and motivated.

V. CONCLUSION

The foregoing is a review only. As stated above, any subsequent action regarding whether the Interim Independent Monitor meets the criteria for a continued extension of their provisional appointment rests with the Madison Common Council

General Requirements:

Employment will be for the duration of time needed to fill the permanent Independent Police Monitor Position, which is expected to last approximately six to nine months. The position can be negotiated for anywhere from 20-38.75 hours per week upon hire.

Because this position will serve as the hiring manager for the next permanent Independent Police Monitor, the incumbent of this position will not be eligible to apply for the permanent position.

General Description

The Police Civilian Oversight Board (COB) and the City of Madison are looking to hire an exceptional individual with a commitment to racial equity and an understanding of oppression and institutional racism to serve as an Interim Independent Police Monitor. The preferred candidate shall understand racial inequalities specifically in the criminal justice system and bring prior experience successfully working with multicultural communities. This person will demonstrate the ability to take a professional approach to challenging community issues, and who demonstrates knowledge of social injustices and will quickly understand the community's attitude towards the organization and historical and contemporary race relations.

The Interim Independent Police Monitor (IIM) will be responsible for serving as the Hiring Manager for the next Independent Police Monitor and will provide professional, managerial, administrative, and auditing work to oversee the Madison Police Department's (MPD) compliance with internal policies and procedures, ensuring those policies and procedures align with research-based best practices and applicable local, state and federal laws.

In addition, the IIM will review use of force incidents, oversee the processing of civilian complaints, and ensure independent review of police operations. Under the direction and supervision of the Police Civilian Oversight Board (PCOB), the IM will have full access to all police data to examine systemic patterns in police conduct, complaints, and critical incidents. The IM will have the authority to review operations to make data-driven recommendations to community decision makers including the MPD Chief regarding policy changes and disciplinary actions. The IIM will also carry out community outreach and engagement. The IIM will be expected to exercise discretion in review of internal operations, shall maintain complete confidentiality of information unless disclosure is authorized within City guidelines, and is required to execute the responsibilities of the position. The IIM will lead the Office of the Independent Police Monitor (OIM). This role will require process oversight and guidance on best practices to the Chief, Mayor, and any

relevant City committees. (The duties of this role do not involve direct management of MPD, which is within the designated authority of the Mayor, Council, or Chief of Police.)

Examples of Duties and Responsibilities

MPD Monitoring/Auditing:

- Monitor compliance with City and police policies and Standard Operating Procedures (SOPs), governing laws, and lawful orders from the Common Council, Mayor, and Civilian Oversight Board.
- Monitor implementation of the recommendations of the MPD Policy & Procedure Review Ad Hoc Committee.
- Monitor investigations of personnel and, where appropriate, request further research or initiate an independent inquiry and issue recommended findings and conclusions regarding the matter.
- Monitor training and trends in the occurrence of use of force incidents and MPD investigations of such events.
- Monitor ongoing internal investigations of possible misconduct to ensure investigations are thorough, fair, and objective.

- Conduct audits of police data, work with outside researchers and/or consultants undertaking studies of policing, and review internal MPD audits of Department programs and activities.

Processing Complaints:

- Oversee a process for receiving and investigating complaints regarding MPD, including issuing subpoenas.
- Develop a process for independently receiving complaints from community members about MPD, including commissioned and civilian personnel and the Chief of Police; forward such complaints to MPD, MPD Professional Standards and Internal Affairs (PSIA), or the Police and Fire Commission as appropriate, and monitor the subsequent investigation through its completion.
- Refer aggrieved parties to the PSIA or PFC for the initiation of a complaint when appropriate.
- Determine arguable merit of potential complaints from aggrieved individuals and appoint counsel from a list of vetted attorneys for possible representation in presenting and litigating complaints against MPD personnel to the PFC.
- Determine whether complaints warrant the appointment of an outside investigator to conduct independent investigations and, if so, make appointments.

Reporting:

- Make reports or recommendations to the Chief of Police regarding policies, procedures, training, possible administrative actions, discipline processes, and outcomes and dispositions following individual case investigations.
- Provide an annual report to the Mayor and Common Council.
- Maintain an ongoing status report, to be available upon request, which includes but is not limited to patterns relating to complaints and recommendations regarding the sufficiency of investigations, determinations as to whether department rules and policies have been violated, and the appropriateness of disciplinary sanctions, if any.

Management of the OIM Office:

- Oversee all aspects of the OIM, including planning and organizing work and resources to ensure the highest possible service level.

- Establish and implement operational policies, goals, and objectives for the office within guidelines provided by the COB and assure operations are carried out.
- Facilitate and lead the hiring, coaching, training, engagement, and development of OIM staff to allow staff to reach maximum potential and performance.
- Supervise, plan, organize, coordinate, assign, and evaluate the work of OIM staff.
- Analyze and modify organizational structures and workflow to improve efficiency, creativity, and accountability.

COB Activities:

- Serve as Executive Secretary to the COB.
- Provide input to the COB for its annual review of the MPD and the Chief of Police.
- Make arrangements for ongoing training of COB members.
- In cooperation with the COB, initiate and direct community outreach and engagement efforts to gain information on community perspectives regarding MPD.

Address any matters of concern to the community, board members, the Chief of Police, and other MPD personnel, the Mayor, or the Common Council.

Maintain confidentiality of information as required, including records relating to the investigation and discipline of officers.

Perform related work as required.

For a complete list of the Duties and Responsibilities, please see the class specification.

Minimum Qualifications

- At least 1 (one) year of professional work experience in public or private administration, police oversight, or a related field and a clear understanding of disenfranchised and marginalized communities.

AND

- Degree in a related field. (In lieu of a specific degree, other combinations of training and/or experience which can be demonstrated to result in the possession of the knowledge, skills, and abilities necessary to perform the duties of this position will also be considered.)

Administrative leadership experience will include complex investigations and research in criminal justice reform, criminology, public administration, public policy, sociology, criminal litigation, or a closely related field, including experience with individuals of diverse ethnic, cultural and socio-economic backgrounds, and community relationship building.

If an applicant does not possess the specific requirements outlined above, HR will review the application materials to determine if the applicant possesses equivalent experience.

For a complete list of the Knowledge, Skills, and Abilities, please see the class specification.

Special Requirements

No prior employment or familial relationships with the City of Madison Police Department or individual City of Madison Police Officers, and the candidate may not have worked as a law enforcement officer in the State of Wisconsin for at least ten (10) years prior to appointment.

This position works directly with elected officials, city managers, and other city staff and functions in an environment of sensitivity and political issues. The Independent Monitor must be available to attend evening meetings of committees, boards, and public hearings.

Physical Requirements:

Ability to meet the transportation requirement for the position.

The Independent Monitor will be expected to travel throughout the City to meet with community members and perform outreach. Otherwise, work is performed in an office environment using standard office equipment such as a computer, telephone, and copier.

Employer

Madison, City of (WI)

Address

215 Martin Luther King Jr., Blvd.
MMB Rm 261
MADISON, Wisconsin, 53703

Phone

(608) 266-4615

Website

http://www.cityofmadison.com/jobs

Human Resources Department
Erin Hillson, Director
Madison Municipal Building, Suite 261
215 Martin Luther King, Jr. Blvd.
Madison, WI 53703
Phone: (608) 266-4615 | Fax: (608) 267-1115
hr@cityofmadison.com
cityofmadison.com/human-resources

November 21, 2025

Aeiramique Glass
801 Key Hwy #T65
Baltimore, Maryland 21230

Dear Aeiramique,

This letter is to confirm your provisional appointment as an Interim Independent Police Monitor in Compensation Group 21, Range 19, with the City of Madison, Office of the Independent Monitor. Your appointment is effective December 8, 2025. You will be required to serve a probationary period for the duration of your employment, which is **expected to be approximately 6-9 months.**

Your annual salary will be set at an annualized rate of $149,500, (CG 21/18) and shall be paid in approximately equal biweekly payments according to regular City payroll practices. Your vacation leave has been negotiated to 10 days for the course of your employment in this interim position. You will also be eligible for 3.5 days of floating holidays per year and sick leave which is earned per pay period.

Please note that your position is exempt from the overtime provisions of the Federal Fair Labor Standards Act. Your standard hours per workweek are 38.75 hours. You are eligible for benefits like health insurance, life insurance, and wage insurance. More information about these benefits is on our City of Madison website.

It is the policy of the City of Madison to provide reasonable accommodations for qualified persons with disabilities who are employees or applicants for employment. If you need any assistance or accommodations because of a disability, please contact Leah Reinardy at (608) 267-1156. Employment opportunities will not be denied to anyone because of the need to make reasonable accommodations to a person's disability.

EXHIBIT B

Congratulations on your appointment, we are looking forward to having you as our Interim Independent Monitor! If you have any questions or concerns, please do not hesitate to call me at (608) 267-1170.

Sincerely,

Erin Hillson

Erin Hillson,
Employee and Labor Relations Manager

CC: Julie Trimbell, HR Analyst
Maia Pearson, PCOB Chair
Payroll
P-file

City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 93167

File ID:	93167	**File Type:** Resolution	**Status:** Passed
Version:	1	**Reference:**	**Controlling Body:** Human Resources Department
			File Created Date : 05/12/2026
File Name:	Approving an extension of a provisional appointment for Aeiramique Glass from June 8, 2026, until such time as the position of Independent Police Monitor is filled on a permanent basis or March 31, 2027.		**Final Action:** 06/09/2026

Title: Approving an extension of a provisional appointment for Aeiramique Glass from June 8, 2026, until such time as the position of Independent Police Monitor is filled on a permanent basis or March 31, 2027.

Notes:

Sponsors:	Carmella Glenn And Julia Matthews	**Effective Date:**	06/10/2026
Attachments:	President Madison Forwarded Email Threads.pdf, President Madison Forwarded Email Threads.pdf, IM Plain Language memo.pdf, IM Recruitment Timeline.pdf, DDH Committee Process Map_OIM Presentation.pdf, 060126-060226_CC_public_comments.pdf	**Enactment Number:**	RES-26-00333
Author:	Erin Hillson, Director of Human Resources	**Hearing Date:**	
Entered by:	kklafka@cityofmadison.com	**Published Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/13/2026	Khadidiatou Dia	Approve	6/1/2026

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Human Resources Department	05/12/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (6/1/26), Common Council (6/9/26)						
1	COMMON COUNCIL	05/19/2026	Refer	FINANCE COMMITTEE	06/01/2026		Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

EXHIBIT C

1	FINANCE COMMITTEE	06/01/2026	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass

Action Text: A motion was made by Madison, seconded by Vidaver, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.

1	COMMON COUNCIL	06/09/2026	Adopt Unanimously	Pass

Action Text: A motion was made by Madison, seconded by Glenn, to Adopt Unanimously. The motion passed by voice vote/other.

Text of Legislative File 93167

Fiscal Note

The proposed resolution approves the extension of a provisional appointment for the Independent Police Monitor position. The incumbent has been filling the position since December 2025, and this resolution extends the appointment from June 8, 2026, until the position is filled on a permanent basis or until March 31, 2027. The Independent Police Monitor position is fully budgeted in the Office of Independent Monitor's 2026 adopted operating budget.

The resolution also authorizes the position to be double filled for up to thirty (30) working days to ensure stability of the Office. The anticipated cost to double fill the position is approximately $15,000, including benefits. The 2026 portion of the cost associated with the double fill will depend on the time of the hiring process and will be monitored through the year-end budget projection exercise. No additional appropriation required at this time.

Title

Approving an extension of a provisional appointment for Aeiramique Glass from June 8, 2026, until such time as the position of Independent Police Monitor is filled on a permanent basis or March 31, 2027.

Body

WHEREAS, Aeiramique Glass has been fulfilling all duties and responsibilities required in the position of Interim Independent Police Monitor on a provisional basis since December, 2025; and

WHEREAS, it is expected that Aeiramique Glass continues to perform all of the duties on a provisional basis until such time as the position is posted and filled on a competitive basis; and

WHEREAS, City Personnel Rules allow for provisional appointments for six (6) months unless further approval is granted by the Madison Common Council; and

WHEREAS, the Police Civilian Oversight Board anticipates a robust community engagement around the position prior to posting the position, which will occur no earlier than September, 2026, and

WHEREAS, to ensure stability in the Office of the Independent Monitor, the PCOB desires to double fill the position for up to thirty working days after hire of the permanent Independent Monitor, and

WHEREAS, the PCOB retains oversight over the Interim Independent Monitor which includes the ability to end the appointment at any time; and

WHEREAS, the City will apply any wage increase to the Interim Independent Police Monitor

that is otherwise provided to other compensation group 21 positions in 2026 and thereafter;

NOW, THEREFORE BE IT RESOLVED, that Aeiramique Glass's provisional appointment be extended with no change to the terms of her current appointment, until such time as the Independent Police Monitor is filled on a permanent basis, and is authorized until March 31, 2027.

CITY OF MADISON

INTER-DEPARTMENTAL

CORRESPONDENCE

DATE: August 31, 2026

TO: President Sabrina Madison, Madison Common Council

FROM: David Schmiedicke, Finance Director
Erin Stenson, Director of Human Resources
Michael Haas, City Attorney
Sarah Edgerton, City IT Director

SUBJECT: **Request for Information**

Background

On Wednesday, August 12, 2026, you requested a summary of Office of the Independent Monitor (OIM) issues and a status on current collaborative work. This summary covers the status of previously raised issues and new issues that have arisen. Since you indicated you would be sharing the information with other Alders, steps were taken by the authors to limit personal information to what can be publicly shared.

Finance

- Budget
    - Late budget submittal and failure to adhere to budget instructions. A memo was sent dated August 10, 2026, to the Interim Independent Monitor and copied to the Mayor and Council, describing the issues related to the budget for the Office of the Independent Monitor. Please see the attached memo titled OIM Budget Memo.

    - Non-attendance at Mayor's Team Operating budget meeting on Thursday, August 13 at 2pm. All agencies were asked to participate in a meeting with the Mayor's budget team to answer questions about the agency's budget request. The OIM was not present to outline their budget request.

- Purchasing
    - Dr. Victor Weedn assisted with an external investigation without an approved City contract, scope of work, or through following City of Madison purchasing processes, to complete investigative report OIPM 2025-0009. City Attorney Haas requested that the Independent Monitor provide a copy of any contract with Dr. Weedn on July 31, 2026 and on August 6, 2026 and that contract has not been provided to date.

EXHIBIT D

- On July 31, 2026, in response to questions related to contracts with external attorneys, investigators or other vendors, the Independent Monitor emailed Attorney Haas stating that "we do not have to comply with APMs other than what we do in good faith when I feel comfortable doing so." The Independent Monitor further indicated that "We will not be giving you any of our contractors' information prior to the completion of any investigation." Please see attached emails dated July 31, 2026. It is fully within the City Attorney's role and responsibilities to review and approve the form of all contracts. Please see Section II of the OCA Formal Opinion dated August 15, 2026.

- The Independent Monitor has indicated that they have retained Sulton Law Office to provide legal services to the OIM. No scope of work, contract, invoice, or retainer was ever provided by the OIM related to this work. Please see attached email from City Attorney Haas to PCOB Chair Maia Pearson dated August 4, 2026. Attorney Sulton was provided with the standard City contract for outside counsel on August 6th and he has not returned the signed contract or required insurance certificates. The IM and Attorney Sulton have been notified he will not be paid unless there is a valid City contract. The Independent Monitor has indicated that the OIM does not intend to comply with City contracting ordinances and rules when retaining outside counsel to assist with its duties. Please see attached email communications regarding contract for legal services.

- MGO 5.19(7)(h) specifically states that in hiring independent contractors, the Independent Monitor "shall follow all City of Madison contracting requirements and ensure that the independent contractor is also not affiliated with MPD or law enforcement as described above for OIM staff."

- Contracts for services must follow processes and procedures established under City ordinance (s. 4.26, Madison General Ordinances) and purchasing policies (APM 1-1). APM 1-1 provides a comprehensive overview of the contracting process and ordinance requirements. These include Affirmative Action requirements, requests for quotes/bids/proposals, and vendor indemnification and insurance requirements. These processes and procedures implement Wis. Stat. section 62.11(5) which grants to the Common Council the authority over City finances which can be exercised by other City officials only through the Council's delegation of that authority. They also ensure that Common Council policies are adhered to and that City taxpayers are protected from financial risk. As of this memo, there is no record in the City's financial system of either of the above-referenced agreements for services.

- Failure to adhere to City contracting procedures could be identified by the City's external auditor as an internal control weakness. That weakness would reflect inaction by the City to ensure that its employees are adhering to those processes and procedures established by the Mayor and Council to protect the City from financial and reputational risk.

Legal

- Open Meetings Law:
    - Per MGO 5.19(7)(g), the Independent Monitor serves as the Executive Secretary of the PCOB and in that role assists with the PCOB's compliance with the Open Meetings Law, which includes the requirement to post meeting notices at least 24 hours in advance. Also, APM 3-2 states "If the governmental body contemplates a closed session, staff should review the issue in advance with the City Attorney's Office. The review should include the permissible reasons for the closed session and the correct procedure for the notice and for the vote to close the session." On a couple of occasions, the City Attorney's Office has intervened due to the lack of a timely notice being published or regarding issues related to closed session discussion or other compliance with the Open Meetings Law when neither the OIM nor the PCOB had consulted with the Office of City Attorney (OCA) in advance.

- Legal Representation
    - On several occasions the Independent Monitor has indicated that the OIM would not use the OCA as legal counsel, that the OCA is not the OIM's legal counsel and that the OCA's "opinions are not welcomed in this office." As noted above, the OIM does not have a contract with an outside attorney to provide legal services and City Attorney Haas has advised the Independent Monitor that, until a valid contract with outside counsel is executed, it is the responsibility of the OCA to assist the OIM with its legal obligations as part of the OCA's role to represent the City. Please see the above discussion regarding relevant laws related to contract execution and the attached email chain ending in the August 11, 2020 email from City Attorney Haas to Independent Monitor Glass and PCOB Chair Pearson.

Human Resources

- Compliance with APMs 2-33 and 2-25
    - Compliance with the Fair Labor Standards Act and Ordinances on Overtime
        - During the News Conference of the OIM Annual Report Briefing March 19, 2026 the Monitor indicated staff in the OIM were working significantly more than their paid hours. This noted overtime work would potentially be a violation of the Fair Labor Standards Act (for employees who are non-exempt and employee handbook for those who are exempt). Further, this work would also be in violation of 3.54(14)(a) for employees who are exempt from the FLSA. On March 23, 2026, the Director of Human Resources subsequently reached out to the Monitor about the issue with no response and then spoke with the Chair of the PCOB on April 1, 2026. The Chair of the PCOB indicated they would resolve the issue and ensure employees were working within their prescribed hours. It should be noted that there is no way for the HR Department to monitor or report on whether issues are ongoing, as it does not have access to the work done within the OIM.

- Compliance with APM 2-34
  - In June, the Director of Human Resources was notified that there were concerns presented to the City Attorney's Office about staff in the OIM working from another country without a valid telework agreement on file. On June 8, 2026, an email was sent to the OIM requesting clarification and sharing the concerns. The Director of Human Resources requested a valid telework agreement, and received a submission on June 25, 2026, which did not meet the parameters for approval as to the requirements of a limited time-frame and not establishing residence in another country. The Human Resources Director subsequently emailed the Monitor requesting adherence to those requirements to be outlined and resubmitted. In response, the Monitor indicated they do not have to follow APMs. No telework agreement was ever resubmitted and approved. It should be noted that there is no way for Human Resources to monitor or report on whether issues are resolved or ongoing, as it does not have access to the work done within the OIM.

- Compliance with APM 2-21:
  - In spring of 2026, an employee in the OIM requested leave for purposes consistent with APM 2-21. The employee and their supervisor were forwarded to HR staff to complete and submit an application for leave. The employee subsequently reported that they were absent for the purpose previously reported, yet no application was filled out, no time was properly accounted for, and no approval was provided, as required by APM 2-21. This may also be in violation of the Family Medical Leave Act, and may place the City at risk for charge by other employees pertaining to differential treatment under that Act. It should be noted that there is no way for the HR Department to monitor or report on whether this issue is ongoing, as it does not have access or awareness of the office's leave use practices.

- Compliance with APM 2-33 related to stalking and coercive behavior for City business
  - A complaint was received by Human Resources about potentially coercive, threatening, or intimidating behavior by an OIM employee implicating APM 2-33. That complaint was forwarded to the OIM for investigation on August 7, 2026, and the Monitor indicated they received the complaint. It should be noted that there is no way for the Human Resources Department to monitor or report on whether this issue is ongoing, as it does not have access to the Monitor's response to this complaint.

        - On Friday, August 21, a complaint was received related to the social media posts of one of the OIM staff. That post was forwarded to the IM on August 24, 2026, to address. It should be noted that there is no way for the HR Department to monitor or report on whether this issue is ongoing, as it does not have access to the Monitor's response to this complaint.

    - Compliance with APMs 2-33 and 2-25 related to other City employees
        - Multiple complaints were received by Human Resources related to the behaviors of the Independent Monitor related to actions taken on or after July 23, 2026 that are alleged to be in violation of APM 2-33 and APM 2-25. While a summary of these complaints was originally forwarded to the Chair of the PCOB for investigation and remediation, further complaints were received by the Director of Human Resources. Subsequent to these complaints which included concerns about confidentiality and retaliation, a contract with an external investigator was initiated to allow the matter to be investigated by a neutral third-party attorney. As this is an open investigation, no further information can be provided.

- Responsiveness and adherence to APMs: In accordance with MGO 3.13, it is the responsibility of the Director of Human Resources to oversee, administer and monitor adherence to APMs, handbooks, ordinances, and State and Federal laws. Without clarity on how matters are addressed or managed, the Director of Human Resources is unable to complete their own responsibilities to ensure organizational compliance. City APMs are set up to ensure not just that laws are followed, but that organizational standards are followed in a manner that does not create the potential for disparate treatment of employees under various ordinances or regulations.

- Employment Hiring Responsibilities: The Interim Independent Monitor was hired in part to complete the work of the OIM, and to oversee and manage the hiring process. To date, no public engagement sessions have been created, and the Monitor and PCOB have not yet completed development of the equitable hire tool panel, final job posting, or scheduled any meetings related to the hiring process.

Information Technology Updates

- Sivil Software: New Technology Request submitted and approved. Contract completed with the assistance of the IT Department and the OCA. Implementation will be between Sivil and OIM Office.

Finance Department
David P. Schmiedicke, Director
City-County Building, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
Phone: (608) 266-4671 | Fax: (608) 267-8705
finance@cityofmadison.com
cityofmadison.com/finance

Assistant Finance Director for Accounting Services
Randy Whitehead

Assistant Finance Director for Budget and Program Evaluation
Christine Koh

Internal Audit & Grants Manager
Kolawole Akintola

Risk Manager
Eric Veum

Treasury & Revenue Manager
Craig Franklin, CPA

Date: August 10, 2026

To: Aeiramique Glass
Interim Independent Police Monitor

From: David Schmiedicke
Finance Director

Mike Haas
City Attorney

Subject: 2027 Office of Independent Monitor Budget Request Letter

We are in receipt of your memo, dated July 27, 2026, and sent via email on July 29, 2026, regarding the Office of the Independent Monitor (OIM) budget request for 2027 and a request for 2026 emergency funding. Your memo raises several points about the budget development and budget amendment processes which are addressed below.

2027 Budget Outlook and Instructions to Agencies

The City's operating budget process begins in April with a cost-to-continue exercise to estimate the total cost of providing the same level of services in the upcoming year. The cost-to-continue calculations do not include expansions to services or activities and are used as the starting point for all agencies before any budget parameters or instructions are applied, such as requests to provide options for reductions or limits for additional expenditures,

The City is subject to state laws and programs that limit the growth in our property tax levy and expenditures. The cost-to-continue process for the 2027 budget identified a deficit of

$11 million between the allowable revenue increase under state law and estimated costs to continue current service levels. In addition, the cost-to-continue current levels of service exceeds the limit under the state's Expenditure Restraint Incentive Program (ERIP) by $7 million. Failure to meet spending limits under ERIP means the City would lose $9 million in state aid, a penalty the Common Council has never been willing to accept. The budget instructions sent to agencies on June 9th, which included directives to request no new positions and to develop plans to reduce spending by an amount equal to 2% of each agency's budget, respond to these budget conditions set by state law.

The agency operating budget request materials, including budget narrative forms, were due July 17th, nearly six weeks after the instructions were sent. As noted in your memo, these budget request forms were not completed by the OIM by that date. Follow-up communications were made early the following week after July 17th to remind the OIM of meeting those deadlines. The budget narrative forms assist the Mayor, Council, and residents in understanding agency budget requests and help ensure transparency and consistency in the budget development process. Agency budget requests were published on August 3rd. The submission for OIM reflects the amount you noted was entered in Munis, but does not include a complete narrative explanation of your request, as the request documents were not submitted.

As part of the regular budget process, the agency request period is followed by briefings between department heads and the Mayor and the City's management team. The Mayor's executive budget is published in October. Decisions on what will be included in the executive budget will be made over the next two months. As noted above, the executive budget will need to comply with state laws and programs. After the executive budget is released, the Finance Committee and Common Council will have the opportunity to amend the budget in October and November. The final budget will be adopted by the Common Council in November.

Annual Budget Process and Appropriations

The annual budget process is defined by state law and city ordinance. It applies to all city agencies and funding sources, including the property tax and other general fund revenues that support the operations of most City agencies, including the OIM. Appropriations to agencies (authority to spend taxpayer resources) in the City's annual budget are approved each year by a simple majority vote of the Common Council. Those appropriations reflect estimates of the annual cost of authorized positions, supplies, and contracts for services.

Unused budget authority lapses on December 31, at the end of each fiscal year. A new year of budget authority, as authorized by the Council through that year's adopted budget, becomes available each January 1. Most agencies spend less than the amounts authorized in each year's budget due to time necessary to fill vacant positions, inability to finalize contracts, lower costs for supplies than expected, or other reasons.

In the case of the OIM, the Council made annual appropriations in each year's budget since 2020 based on authorized positions, supplies, contracts for services, and other anticipated costs with the expectation that the Police Civilian Oversight Board would complete its preliminary work and the OIM would be staffed in that year. Those authorized annual appropriation amounts were not needed as it took time for the Police Civilian Oversight Board to appoint an Independent Monitor to hire staff and implement work plans. Each of those annual budgets and corresponding annual appropriations ended each December 31. New annual budgets and corresponding annual appropriations began each January 1.

As part of the fiscal year close process, the Finance Department assesses actual spending and revenues compared to the budget. If there were more actual revenues than actual expenditures, this results in a surplus in the City's General Fund balance. Underspending in a particular agency alone does not contribute to fund balance and is not designated for that agency. Any increase to an agency's budget must be adopted by the Council, either in the annual budget process or through a Council budget amendment. No agencies are entitled to prior year unspent budget authority. As mentioned above, every agency is authorized an annual budget. That budget ends on December 31 and a new budget begins on January 1.

Amending the Adopted Budget

Your memo requests that the unspent funds from prior budgets be immediately "restored" to the OIM budget. Under state law and city ordinances, the Common Council may amend the adopted budget. The process to amend the budget is through introduction and adoption of a resolution sponsored by the Mayor or Council member or members. A resolution to amend the adopted budget requires 15 votes for approval.

Under state law, the operating budget must be balanced. This means the city cannot spend more money than what is available in revenues. Any amendment to the budget must maintain a balanced budget. Additionally, the 2026 budget is almost at the ERIP limit. That means we cannot increase expenditures without risking $9 million in state aid. If there is a proposal to increase an agency's spending in 2026, there must be a reduction in another area.

Each year, the adopted operating budget includes a Contingent Reserve of approximately $2 million (0.5% of the adopted budget) to meet emergency needs that may arise during the year. After approval of the Mid-Year Appropriation resolution, approximately $1.6 million will be available in the Contingent Reserve for the remainder of 2026.

If the Contingent Reserve is exhausted and there are additional needs, other parts of the City budget may need to be reduced to maintain eligibility under the state's ERIP program. Those reductions could take the form of limits on filling vacant positions, deferral of supplies purchases, or prioritizing contracts for services. Alternatively, the Council could choose to authorize additional funding and forego $9 million of state ERIP aid.

Please contact the Assistant Finance Director for Budget with any questions about the budget request and development process.

From: Glass, Aeiramique
To: Haas, Michael R; William@Sultonlaw.com
Subject: RE: Outside counsel and contract issues
Date: Friday, July 31, 2026 7:02:08 PM
Attachments: image002.png

City Attorney Haas,

As you know, we do not have to comply with APMs other than what we do in good faith when I feel comfortable doing so. I have never given you independent contractors' information, and I will not start with this case. You know we only follow state and federal laws and operate within the authority of our ordinance. Even when I have shared closed cases and findings in the past with MPD, that information was leaked to the District Attorney and Medical Examiner. I have a job to protect witnesses, community members, families, complainants, staff, contractors/ consultant, and the integrity of investigations.

I also have the ability to hire contractors, and retain independent counsel, as well as appoint counsel for complainants. We are the only city agency besides the courts that is independent of the Mayor and Common Council. I will not continue to have this argument with you, as you make up the rules as you go. You are the mayor's attorney, which I am independent of. You are the Common Council's counsel, which I and OIPM are independent of. You are MPD's counsel, which I am independent of. We have had this conversation before. We will not be giving you any of our contractors' information prior to the completion of any investigation.

As for our Independent counsel, I have included him directly on this email, and you now know from this email and my previous response who he is. You have no jurisdiction over the attorney OIPM has chosen to retain.

Please rest,

Aeiramique Glass
Independent Police Monitor
(608) 590-9121 / Aglass@cityofmadison.com
Office of Independent Police Monitor

From: Haas, Michael R <MHaas@cityofmadison.com>
Sent: Friday, July 31, 2026 5:06 PM
To: Glass, Aeiramique <AGlass@cityofmadison.com>
Subject: Outside counsel and contract issues

Hi Meeka,

I have a couple of follow-up questions and requests after our meeting this afternoon.

You indicated that you hired/retained independent legal counsel. Please provide me with the name of any attorneys the OIM has hired or retained and whether they are representing the office or you personally. We need this information in order to ensure that we comply with our rules of professional conduct which may restrict future communications with you and/or your office. In addition, even if the attorney is performing services pro bono, the City has purchasing and contracting rules which protect the City and which require specific documentation from vendors such as proof of insurance and compliance with the City's Affirmative Action program. City purchasing rules also do not authorize agency heads to execute contracts on behalf of the City regardless of whether the work being performed is compensated or provided pro bono.

You also indicated that the OIM has retained investigators or other vendors. Please provide the names of those investigators and copies of any agreements that have been executed with them. Again, whether the work being performed is compensated or provided pro bono we need a written agreement with the service providers that conforms to City purchasing rules.

Finally, while we have not finalized our memo related to your requests for records from MPD, our office has provided a statement to the Mayor's Office outlining the law related to the release of records when the investigation is open and active. The Mayor's Office has incorporated that explanation into a FAQ document which you can find here: https://www.cityofmadison.com/mayor/priorities/community-faq

Please contact me if you have any questions or ask your outside counsel to do so. Thank you.

Mike

Michael Haas
City Attorney ~ City of Madison
210 Martin Luther King Jr. Blvd, ~ Room 401
Madison, WI 53703

608-266-6598 Direct Line
FAX: 608-267-8715
mhaas@cityofmadison.com

PRIVILEGE AND CONFIDENTIALITY NOTICE

This electronic message is intended only for the designated recipient(s). It may contain privileged or confidential information and should not be disclosed to third parties without our express permission. If you are not the intended recipient, you have received this message in error and review, dissemination or copying of this message is prohibited. If you have received this message in error, please notify the sender immediately, delete the original message and destroy any electronic or printed copies of this message. Thank you.

From: Haas, Michael R
To: Maia Pearson
Subject: OIM contract issue
Date: Tuesday, August 4, 2026 10:50:58 PM

Hello Chair Pearson,

I am writing to inform you about a legal concern regarding the Independent Monitor's attempt to hire outside counsel. At this point outside counsel is not retained.

The City's Administrative Procedures Memorandum 1-1 (APM 1-1) governs the execution of contracts for City agencies and can be found here: https://www.cityofmadison.com/mayor/apm/1-1.pdf. As you will note, Paragraph A states:

> **All contracts must be made in the name of the City of Madison. Individual City departments and agencies do not have authority to contract on their own and department and division heads have no authority to sign contracts.**

Our office first learned that the OIM had attempted to retain an attorney in a meeting last Friday afternoon. When I later sent an email request for the contract with the attorney, IM Glass flatly stated that the OIM was not subject to City APM's. As you know, I disagree with that position and do not believe that is what the ordinances provide. There is no language in MGO 5.19 stating that and it was never mentioned as part of the Council's consideration in passing that ordinance. Setting aside that larger debate, the IM's position is a specific concern regarding execution of City contracts. APM 1-1 is not merely a formality; there are substantive legal reasons why contracts must comply with certain procedures. These include provisions for City vendors to comply with certain insurance requirements and the City's Affirmative Action Program, as well as review and approval by Risk Management and finally approval by either the Finance Department and/or the Mayor. In some cases contracts must be approved by Common Council resolution depending on the amount of the contract and its term. The OIM has ignored all of these requirements. Not even the City Attorney is authorized to retain outside counsel on their own and without a written valid contract.

On Monday, Deputy City Attorney Patricia Lauten and I met with the attorney that IM Glass attempted to retain. He indicated that he would provide the retainer letter he sent to IM Glass which explains the scope of representation. I have not yet seen the retainer letter but apparently it includes providing general legal advice to the OIM and the PCOB. We explained the need for an actual contract that complies with City requirements and

he asked that we send the contract form, which we are in the process of preparing and sending, and he indicated that he would submit it. We advised Attorney Sulton that without a valid contract, the Finance Department would not be able to authorize payment. We also noted that MGO 5.20 does not authorize the PCOB to retain outside counsel.

While the OIM did not send me the agenda of the Executive Subcommittee meeting tomorrow night as it has done in the past, I note that an evaluation of the Independent Monitor is listed in closed session. I request that you bring this matter to the attention of the Executive Subcommittee as part of the evaluation. Noncompliance with APM 1-1 not only created potential legal issues for the City but could have caused the outside attorney to complete significant work without the guarantee of being compensated. As the supervising body for the Independent Monitor, the PCOB should determine whether it approves of this action, specifically in this case and more broadly related to all APMs, and consider what the unintended consequences may be of taking that position.

Please contact me if you would like to discuss and I will be available at the Executive Committee meeting if members have any questions for me. Thank you.

Mike

Michael Haas
City Attorney ~ City of Madison
210 Martin Luther King Jr. Blvd, ~ Room 401
Madison, WI 53703
608-266-6598 Direct Line
FAX: 608-267-8715
mhaas@cityofmadison.com

PRIVILEGE AND CONFIDENTIALITY NOTICE

This electronic message is intended only for the designated recipient(s). It may contain privileged or confidential information and should not be disclosed to third parties without our express permission. If you are not the intended recipient, you have received this message in error and review, dissemination or copying of this message is prohibited. If you have received this message in error, please notify the sender immediately, delete the original message and destroy any electronic or printed copies of this message. Thank you.

From: Haas, Michael R
To: Glass, Aeiramique
Cc: william@sultonlaw.com; Lauten, Patricia
Subject: FW: Contract for legal services
Date: Monday, August 31, 2026 1:56:00 PM
Attachments: image001.png

Independent Monitor Glass,

I do not believe your email is the correct legal application of the ordinances, either of MGO 5.19 specifically or regarding its interaction with MGO 4.26.

First, MGO 5.19(7)(h) refers to independent contractors "such as an investigator, to assist in fulfilling the duties of the OIM." Outside counsel for the OIM are independent contractors hired to assist in fulfilling the duties of the agency, just as investigators are. Nothing on the face of this ordinance excludes attorney contracts from the requirement to follow all City contracting requirements.

Second, MGO 5.19(7)(l) authorizes the Independent Monitor to retain outside counsel "if necessary to fulfill the duties of the OIM" which, by the way, might be different than representing the Independent Monitor as you suggest. That subsection does not dictate the method of retaining outside counsel, does not specifically authorize the Monitor to sign such contracts, and does not exempt such contracts from the requirements of either MGO 5.19(7)(h) or other ordinances. There is no phrase such as "Notwithstanding the requirements of MGO 5.19(7)(h) or MGO 4.26…" which would indicate that the Common Council intended to give the Independent Monitor free reign to agree to any terms it wished to accept when contracting with outside attorneys, and to disregard required City contracting terms or procedures.

For example, MGO 4.26(3) governs City contracts for services and under those provisions OIM contracts with outside counsel may be entered into without a Council resolution. But MGO 4.26(5) governs the execution of contracts, which is different than simply the authority to retain outside counsel. That section states that "All contracts shall be signed by the Mayor and the City Clerk unless another person is authorized to sign by this ordinance, another ordinance, resolution or law." MGO 5.19(7)(l) does not authorize the Independent Monitor to be the City official that actually signs contracts to bind the City. MGO 4.26(5)(b) states that the Finance Director or their designee may sign certain contracts, which include the category of contracts that apply to OIM contracts with outside counsel. MGO 4.26(5)(d) also states that "All contracts shall be in a form approved by the City Attorney."

In addition, MGO 39.02(9) contains requirements for contracts related to the City's Affirmative Action Plan. These requirements apply regardless of who is authorized to execute contracts

including, for instance, when the City Attorney's Office retains outside counsel. This provision is also not exempted in the language of MGO 5.19(7)(l). These provisions exist alongside MGO 5.19(7)(l) and they equally apply to the OIM's authority. Unless such requirements are specifically excluded in the grant of authority to the OIM, they must also be given meaning and not simply disregarded. In short, to give meaning to all of the relevant ordinances, the Independent Monitor may retain outside counsel but must do so in accordance with other ordinances. This means that an engagement letter or retainer letter, by itself, is not sufficient to create a contract between the City and outside counsel.

As you know, we also have a difference of opinion as to whether requiring compliance with City contracts implicates the provision in MGO 5.19(6) prohibiting any City employee from attempting to use their position to unduly influence or undermine the independence of the Monitor in the performance of their duties and responsibilities. Independence in the performance of duties does not give the OIM or the Monitor carte blanche to ignore or bypass all City ordinances and does not alleviate the authority and responsibility of other City agencies to comply with those ordinances when interacting with the OIM. With regard to contracts with outside counsel and other independent contractors, it is the responsibility of the City Attorney, the Finance Department and the Department of Civil Rights to ensure that the requirements of state law and directives of the Common Council are satisfied so that the City's legal, financial and liability interests are addressed and protected.

Finally, based on your email, it appears that you are not contending that attorneys appointed to represent complainants before the PFC are exempt from the City's hiring procedures, so at least we agree on that point. I also appreciate that your response acknowledges that contracts of investigators and consultants must follow City contracting requirements as your previous emails have indicated that you will not share names of outside investigators and you have specifically not provided Dr. Weedn's contract since my original requests on July 31st and August 6th. I would appreciate receiving the agreements I have requested.

Michael Haas
City Attorney
City of Madison
(608) 266-6598
mhaas@cityofmadison.com

From: Glass, Aeiramique <AGlass@cityofmadison.com>
Sent: Monday, August 31, 2026 1:50 AM
To: Haas, Michael R <MHaas@cityofmadison.com>; william@sultonlaw.com

Cc: Lauten, Patricia <PLauten@cityofmadison.com>
Subject: RE: Contract for legal services

CA Haas,

OIPM acknowledges receipt of your correspondence and public records request under Wisconsin law. Records will be produced consistent with Wis. Stat. § 19.35.

Your emails consistently have a pattern of conflation and omission. It treats independent counsel, contractor and consultant services, and legal services as one category of engagement, governed by one process. They are not. MGO 5.19(7) draws three separate lines:

1. Legal services (5.19(7)(b)(4)): attorneys the Monitor appoints from the Board's list to represent complainants before the PFC, capped at $15,000 per complaint. This is representation of a complainant.
2. Independent contractors (5.19(7)(h)): investigators, consultants, and experts OIPM engages for specific casework. This subsection requires the Monitor to "follow all City of Madison contracting requirements." If there is a contracting requirement applicable to independent contractors that lives outside the Mayor's authority, meaning it does not originate from an APM issued by the Mayor's office, identify it. The APMs operate under the Mayor. OIPM is independent of the Mayor under 5.19(6). To the extent 7(h) incorporates APMs issued by the Mayor's office, that reference sits in direct tension with the independence the same ordinance requires, and that tension does not go away by ignoring it and then applying those same requirements to independent counsel under 7(l), where the ordinance included no such reference at all.
3. Independent counsel (5.19(7)(l)): counsel the Monitor retains to represent OIPM and the IPM in the office's own legal matters. Attorney Sulton's engagement is this category.

Your email applies the first category's requirements to the third.

The Council already delegated the authority you say is missing. You cite Wis. Stat. § 62.11(5), Kocinski, and Menzl for the proposition that no one binds the City without Council authorization or delegation. That principle is correct and the delegation you're asking for already exists: the Common Council enacted 5.19(7)(l), which gives the Monitor direct authority to retain independent counsel. Kocinski says a city officer can bind the city with "prior authority from the common council." The ordinance is that authority. Your email omits 7(l) completely.

An engagement or retainer letter for independent counsel, entered under 5.19(7)(l), is sufficient authorization to satisfy § 62.11(5). The ordinance-based delegation in 7(l) displaces APM 1-1's vendor-contract process for this category of engagement. The absence of a city-form contract is not the absence of a valid contract, and your letter's position rests on treating those as the same thing they are not.

The ordinance itself distinguishes the two categories your email conflates. 7(h) states the Monitor "shall follow all City of Madison contracting requirements." 7(l) contains no such language. Same ordinance, same subsection, same drafting body, and a deliberate line between two kinds of engagement. Reading the 7(h) requirement into 7(l) erases a distinction the Council itself wrote into

the ordinance, and does so in direct tension with 5.19(6), which bars City officials from using their position to undermine the Monitor's independence in performing OIPM's duties.

APM 1-4 confirms this from the other direction. Purchasing's own governing procedure states it does not apply to "any other department or agency that by statute or ordinance has the specific authority to make purchases." 5.19(7)(l) is exactly that. Your email pretends OIPM is required to run independent counsel through a process the City's own purchasing rules say does not reach an office with 5.19(7)(l)'s ordinance-based authority.

The retention of Attorney Sulton did not at all require Council authorization or a city form contract under APM 1-1 or APM 1-4, starting with the reasons above.

Aeiramique Glass
Independent Police Monitor
(608) 590-9121 / Aglass@cityofmadison.com
Office of Independent Police Monitor

From: Haas, Michael R <MHaas@cityofmadison.com>
Sent: Thursday, August 27, 2026 4:42 PM
To: william@sultonlaw.com; Glass, Aeiramique <AGlass@cityofmadison.com>
Cc: Lauten, Patricia <PLauten@cityofmadison.com>
Subject: Contract for legal services

Attorney Sulton and IM Glass,

I am writing with regard to the lack of a contract being executed between the City of Madison and Attorney Sulton. When Deputy City Attorney Lauten and I met with Attorney Sulton several weeks ago, he indicated that he would forward the retainer letter that he apparently provided to the OIM and that he would submit insurance certificates and execute the City's standard contract with outside counsel. We have not received the retainer letter or the signed contract which we provided shortly after our conversation or the insurance certificates. IM Glass has also refused to provide our office with any contract documents despite the fact that City contracts are public documents. As we have advised both of you, the City will not pay any legal fees without a valid contract. Members of the Common Council have inquired as to the whether Attorney Sulton has a contract with the City and the scope of the representation. I want to set out clearly why a valid contract is required and what we are advising alders.

Wis. Stat. section 62.11(5) grants to the Common Council the authority over City finances which can be exercised by other City officials only through the Council's delegation of that authority: "Except as elsewhere in the statutes specifically provided, the council shall have the management and control of the city property, **finances**, highways, navigable waters, and the public service, and shall have power to act for the government and good order of the city. . . ." The power to contract is reserved to the Common Council unless it specifically delegates that authority to others. As the League of Wisconsin Municipalities has noted, "The contract authority of a municipality is vested in its governing body and only the governing body or an officer or employee authorized by it to enter into a contract on behalf of the municipality, may enter into a contract binding the municipality. See *Kocinski v. Home Insurance Company,* 154 Wis.2d 621, 452 N.W.2d 360 (1990) (city attorney cannot make valid contract on behalf of city unless he has prior authority from the common council to do so)." The Wisconsin Supreme Court has long recognized the common-law rule that one who deals with a municipality does so at their own risk and may be subject to any provisions of law that might prevent them from being paid by a municipality even though the services are rendered. *Menzl v. City of Milwaukee*, 32 Wis. 2d 266, 274 (1966).

The City of Madison implements these basic legal principles through its ordinances. MGO 5.19, the ordinance creating the Office of Independent Police Monitor, specifically states in subsection (7)(h) that in hiring independent contractors, the Independent Monitor "**shall follow all City of Madison contracting requirements** and ensure that the independent contractor is also not affiliated with MPD or law enforcement as described above for OIM staff." More generally, MGO 4.26 establishes processes and procedures for City agencies to contract with outside vendors for services and provides factors and thresholds for when individual contracts must be authorized by the Common Council or be subject to certain administrative procedures such as competitive bidding. Finally, APM 1-1 provides a comprehensive overview of the contracting process and ordinance requirements for City agencies. These include Affirmative Action requirements, request for quotes/bids/proposals, and vendor indemnification and insurance requirements. These processes are not only required by state law and Madison ordinances, they also ensure that City taxpayers are protected from financial risk.

I am renewing our request that Attorney Sulton return the executed contract that our office provided on August 6th, along with his retainer letter and required insurance certificates. I am also requesting that the OIM treat this email as a request for copies of any retainer letter, contract or other agreement between the OIM and Attorney Sulton or his firm. It is not necessary for the OIM to fulfill this request if Attorney Sulton provides the documents we have requested and that are required in order for him to be retained by the City of Madison. Thank you for your attention to this matter.

Michael Haas
City Attorney ~ City of Madison
210 Martin Luther King Jr. Blvd, ~ Room 401

Madison, WI 53703
608-266-6598 Direct Line
FAX: 608-267-8715
mhaas@cityofmadison.com

Haas, Michael R

From: Haas, Michael R
Sent: Tuesday, August 11, 2026 5:07 PM
To: Glass, Aeiramique; Maia Pearson
Cc: Office of the Independent Police Monitor; william@sultonlaw.com; tiffany@sultonlaw.com
Subject: RE: Open Meeting laws

You have made your position known. I will continue to do my job as I see fit and appropriate.

From: Glass, Aeiramique <AGlass@cityofmadison.com>
Sent: Tuesday, August 11, 2026 4:51 PM
To: Haas, Michael R <MHaas@cityofmadison.com>; Maia Pearson <mpearson.cob@gmail.com>
Cc: Office of the Independent Police Monitor <oim@cityofmadison.com>; william@sultonlaw.com; tiffany@sultonlaw.com
Subject: RE: Open Meeting laws

Again, you do not have jurisdiction to say what a valid agreement is with OIPM. Please reach out to the Chair of the PCOB regarding PCOB matters and I will take Chair Pearson's direction on matters of the PCOB and who their legal counsel is.

Aeiramique Glass
Independent Police Monitor
(608) 590-9121 / Aglass@cityofmadison.com
Office of Independent Police Monitor

From: Haas, Michael R <MHaas@cityofmadison.com>
Sent: Tuesday, August 11, 2026 2:05 PM
To: Glass, Aeiramique <AGlass@cityofmadison.com>; Maia Pearson <mpearson.cob@gmail.com>
Cc: Office of the Independent Police Monitor <oim@cityofmadison.com>; william@sultonlaw.com; tiffany@sultonlaw.com
Subject: RE: Open Meeting laws

Independent Monitor Glass,

First, the City does not have a contract with Attorney Sulton so the OIM has not yet retained separate counsel. Second, even when Attorney Sulton is retained, we have not confirmed the scope of his representation and as I mentioned to the Executive Subcommittee, even when the OIM has retained outside counsel, there will be OIM matters that will continue to require our office's assistance and involvement. I do not know that Attorney Sulton's scope of representation will include advising the PCOB on matters related to compliance with the Open Meetings Law as we have not received his retainer letter which I asked you for or a completed contract. MGO 5.20 does not give the PCOB authority to retain outside counsel and if the PCOB gets sued due to noncompliance, that becomes the business of the City Attorney's Office. I copied you on my email not only as a courtesy but because your responsibility is to serve as the Executive Secretary to the PCOB which includes helping it comply with applicable laws.

Finally, you have made it clear that you do not welcome our legal guidance or wish to seek it in advance. That does not affect my job or responsibility to help City agencies comply with the law. Until the OIM has a valid contract in place with outside counsel and an appropriate scope of representation has been defined, it is my responsibility to assist your office in understanding its legal obligations so that the City is not unnecessarily sued.

Michael Haas
City Attorney ~ City of Madison
210 Martin Luther King Jr. Blvd, ~ Room 401
Madison, WI 53703
608-266-6598 Direct Line
FAX: 608-267-8715
mhaas@cityofmadison.com

PRIVILEGE AND CONFIDENTIALITY NOTICE

This electronic message is intended only for the designated recipient(s). It may contain privileged or confidential information and should not be disclosed to third parties without our express permission. If you are not the intended recipient, you have received this message in error and review, dissemination or copying of this message is prohibited. If you have received this message in error, please notify the sender immediately, delete the original message and destroy any electronic or printed copies of this message. Thank you.

From: Glass, Aeiramique <AGlass@cityofmadison.com>
Sent: Tuesday, August 11, 2026 1:33 PM
To: Haas, Michael R <MHaas@cityofmadison.com>; Maia Pearson <mpearson.cob@gmail.com>
Cc: Office of the Independent Police Monitor <oim@cityofmadison.com>; william@sultonlaw.com; tiffany@sultonlaw.com
Subject: RE: Open Meeting laws

City Attorney Haas,

You're not OIPM's legal counsel, if you would like to email Chair Pearson and the PCOB directly feel free, but your opinions are not welcomed in this office as, I have made clear multiple times.

Thank you

Aeiramique Glass
Independent Police Monitor
(608) 590-9121 / Aglass@cityofmadison.com
Office of Independent Police Monitor

From: Haas, Michael R <MHaas@cityofmadison.com>
Sent: Tuesday, August 11, 2026 9:50 AM
To: Maia Pearson <mpearson.cob@gmail.com>; Glass, Aeiramique <AGlass@cityofmadison.com>
Subject: FW: Open Meeting laws

Feel free to let me know if there are any questions about conducting listening sessions. As I mentioned the other night, if they are open to all Board members or all subcommittee members, there may be issues regarding compliance with the Open Meetings Law. The following is an excerpt from page 9 of the Department of Justice's Open Meetings Law Compliance Guide:

> The court stressed that a governmental body is engaged in governmental business when its members gather to simply hear information on a matter within the body's realm of authority. The members need not actually discuss the matter or otherwise interact with one another to be engaged in governmental business. The court also held that the gathering of town board members was not chance or social because a majority of town board members attended plan commission meetings with regularity. In contrast, the court of appeals concluded in Paulton v. Volkmann, that no meeting occurred where a quorum of school board members attended a gathering of town residents, but did not collect information on a subject the school board had the potential to decide.

Even if only two members of a subcommittee end up attending a listening session, I would have some concern that a court may find that listening sessions qualify as a public meeting since they are open to all Board members. This is true especially since what is heard and discussed in listening sessions is likely to be passed on to Board members that do not attend and to inform future discussions and decisions of the Board. For those reasons, it is my opinion that listening sessions sponsored by the Board or its subcommittees should be treated as public meetings unless there is some other information I am missing about how they are conducted. Any practice that appears to be intended to avoid the requirements of the Open Meetings Law is more likely to be viewed skeptically by a court. As we have also discussed, if an event qualifies as an open meeting, notice must be published and it must be open to the public.

Mike

Michael Haas
City Attorney ~ City of Madison
210 Martin Luther King Jr. Blvd, ~ Room 401
Madison, WI 53703
608-266-6598 Direct Line
FAX: 608-267-8715
mhaas@cityofmadison.com

PRIVILEGE AND CONFIDENTIALITY NOTICE

This electronic message is intended only for the designated recipient(s). It may contain privileged or confidential information and should not be disclosed to third parties without our express permission. If you are not the intended recipient, you have received this message in error and review, dissemination or copying of this message is prohibited. If you have received this message in error, please notify the sender immediately, delete the original message and destroy any electronic or printed copies of this message. Thank you.

From: Bonnie Roe <bonnie.roe@gmail.com>
Sent: Tuesday, August 11, 2026 7:59 AM
To: Haas, Michael R <MHaas@cityofmadison.com>; Tishler, Bill <district11@cityofmadison.com>
Cc: Police Civilian Oversight Board <pcob@cityofmadison.com>; oipm@cityofmadison.com; Glass, Aeiramique <AGlass@cityofmadison.com>; All Alders <allalders@cityofmadison.com>
Subject: Open Meeting laws

Caution: This email was sent from an external source. Avoid unknown links and attachments.

Attorney Haas,

I am writing to bring to your attention serious concerns regarding potential violations of the Wisconsin Open Meetings Law (Wis. Stat. §§ 19.81–19.98) by the Police Civilian Oversight Board and its subcommittee(s).

As you may recall from the August 5 meeting—where you provided clarification on several procedural matters—there appears to be ongoing confusion regarding public notice requirements for Board gatherings.

Specifically, public "listening sessions" hosted by members of the Board/Subcommittee have occurred—and continue to occur—without advance public notice. To my knowledge:

- No notice or agenda was posted 24 hours in advance.

- No details (date, time, location, or virtual access) were published on the City of Madison Meeting Schedule/Legistar portal or the OIPM website. The OIPM consistently reads "There are no upcoming events."

Under established Wisconsin case law (State ex rel. Newspapers, Inc. v. Showers), the Open Meetings Law covers convenings for governmental business, including information gathering. If a quorum or

negative quorum of the Board or its Executive Subcommittee participates in these sessions, the full notice and open session requirements apply.

Attached is documentation of a recent instance.

Could your office review these practices to clarify whether these unnoticed listening sessions comply with City ordinance and state law, and advise the Board on any necessary corrective steps?

Thank you for your time and attention to ensuring public transparency.

Sincerely,

Bonnie Roe
District 11

Note to Board/Committee members: To comply with Wisconsin Open Meetings Law, please do not 'Reply All' to discuss the contents of this message.