



# **Jackson County Sheriff's Office**

30 N. 3rd Street - Black River Falls, WI 54615 - (715) 284-9009 - Fax: (715) 284-0252

**DUANE M. WALDERA, SHERIFF – MARK J. MOAN, CHIEF DEPUTY**

E-MAIL: sheriff@co.jackson.wi.us

Sub-Committee Meeting for Proposed Black River Falls Police Department Contracted Services called to order at 1:00 p.m. Thursday December 11, 2014.

Present Garret Nix Corp Counsel, Kyle Deno, Chuck Jensen, Jeff Amo, Ray Ransom, Dan Diehn City Attorney, City Administrator Brad Chown, Mayor Danielson, Jay Eddy, County Board Chairman Dennis Eberhardt, Diane Peterson, Sheriff Waldera, Chief Deputy Mark Moan.

## Discuss Proposed BRFPD Contracted Services

- Proposing Option 2 of original proposal using 8 hour shifts. 12 hour shifting would cost more because more hours per year. With 12 hour shifting, could you get by with less officers? No, you would still need minimum of 4 to cover for time off. Also harder to schedule part time (LTE) for 12 hours than 8. Also, if someone calls in and you need to hold someone over 12 hour shifts would mean 16 hour shift.
- Draft presented was a revision of a contract from Brown County and is a rough draft. Is pretty straight forward and cut and dry. Tried to keep it simple. It is not a finished product. There are more items that need to be added or changed under the scope of services.
- Line 67 Collective bargaining with local union – there is specific language that needs to be covered.
- The term of the contract would be 5 years initially but not written in the draft as of yet. If the 5 years is up and there are still things to be ironed out it would go forward with another year.
- What is a reasonable amount of time that would be needed to terminate the agreement? Would be a one year notice to terminate.
- When are you looking at starting this? Depends on if there is a referendum. Commencement date could be one date and the renewal would be listed as annual on a certain date. Would be finalized through the budget cycle. Budget is based on wages and insurance costs. Can shoot for September date of getting figures to plan budgeting for City.
- Financial are a subsection referred to as schedule A. Could also create a schedule for training costs and other items that fall outside of wages and benefits. Would be better to have addendums to the contract rather than having all the wording in the contract.
- Addresses patrol functions but what about investigative. Only presented so far with patrol and management. There would be a working Sergeant. Investigative taking more time like search warrants, subpoenas, etc. that would pull them away from the patrol. Would be handled by the deputy first, if more than they can handle, then Sgt., and if they can't complete then would higher up management come in at that point.
- At this time sometimes the City handles major investigations and sometimes they don't. Right now the County handles all the child investigations. The City handled the homicide on Chestnut street including the expenses.
- Don't see the purpose of duplicating the handling of the case. Sometimes it doesn't take long at all to determine if they as City officers can handle it, other times it is 24 hours, sometimes it is just plain they can't handle it.
- Where does jurisdiction come into play. Don't want the decision based on costs but what is the best investigative way to handle the case.
- Impression on the County side is that want to be somewhat self sufficient and get the job done using the money the best you can.
- Maybe there is a way in section 3 to better word the section. Maybe a policy would be a better way to handle the details rather than having all the language in the contract.
- There has to be a defined jurisdiction. Would need to be specific for ordinance violations. Municipal code would need to be written under the City codes. Language would need to be written in the contract. Concern is when it comes to the overtime costs associated with the Detective division and how that would be funded. Major cases when DCI is involved there is no cost to us for services provided by DCI.
- Vehicle insurance would need to be covered. Either would stay the same as is now with the City. Ownership and coverage is the issue. Seems that insurance company wants the vehicle and owner to be the same. If that is the case we could bill the City for the costs.



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- Is there a way to bill the cost of the vehicle split annually? Such as, a vehicle of 21,000 split. Should be concerned about the county exposure such as work comp, police professional liability. We would be able to determine the cost of that and bill the City. What happens if there is a catastrophic incident and high bills, how is that covered. We would pay the work comp, wages, etc that would have to be covered some how. We have reinsurance after a certain amount.
- What happens if there is a law suit who pays for that? The county would and it is understood. We would be charged for it but would be still be able to bill the City for "full" costs associated. If there is a large claim in one year, the rate goes up for everyone the next year. Isn't the modifier over a 3 year time frame? It isn't supposed to be a one time event? Most likely there would be more money spent on the smaller things instead of one large amount.
- Would like to have some addendums established and possibly an identity, financial addendum, is it an initial hiring practice or continued practice? We would want to follow the current personnel hiring procedures. City is not expecting to do anything different in the hiring process. County Patrol Union President and Vice President are willing to sit down and discuss the language. Would think this could be something that would be addressed soon. What about lateral transfers from the County Patrol to the City? That is something that could be done. It is understood that the Sgt position would not be a union position.
- What happens if down the road the contracts terminates, who is responsible for the unemployment. Could be written that whichever party terminates they are responsible. Could word it as a for cause. The City attorney and Corp Counsel can work on writing that language.
- Equipment – not sure how far that needed to be defined in the contract. Union contract specifies there is an allowance for uniforms. Responsible for equipment damages, bulletproof vests contract covers up to \$500. Keep same policy for equipment and would be billed to City. How about firearms, county issues a firearm. Could transfer the equipment like the vehicles. Currently use the same 40 caliber weapons.
- Administration: how does that come into play? There is a ½ time clerical figured into the contract. What about the time of the Sheriff, Chief Deputy, etc. come into play. There will be a learning process that may take some time but may not be a billable discussion. In the 1<sup>st</sup> year whomever the Sgt is and City Administrator would be working very closely together. Would the Sgt or other representative be expected to be at the meeting of the whole by the City.
- DMV staff - the City would still handle the DMV and they would be there on a more regular basis to do so.
- Lateral moves for officers? One year stay in place where you are so there aren't too many things changing at one time. Want the officers to become informed and understand the city.
- Talking about setting up a separate division, some discussion as to if a county employee wanted to work under the City would they transfer with their current status/benefits or start as a new hire at the bottom.
- One year probation period is in both current contracts.
- If going to referendum needs to be turned in by the 18<sup>th</sup> of January. If there is no referendum, what is the time frame we are looking at to have the hiring done. Would take 3-5 months. Referendum is a binding referendum so if it passes would like to have the contract and agreement ready to go.
- As of right now the County is covering some of the City shifts and paying for the costs. Currently it is costing the county money right now as is. There is the thought out there that this is going to cost the county money. The statute covers it and is clear that the city would be paying the costs. If we don't do it this way, the county has to pay for it anyway and would be out of county pocket.
- If it works the way it should, the county won't have any increased costs, city reduces costs, and efficiency/services increase.
- Still want to move forward with the language either way until we know if there is a referendum.
- Feedback as of now is that there are a lot of business owners who are in favor of it. Would be easier to only have one number to call, etc.
- Next meeting date & time: January 8<sup>th</sup> 1:00 p.m. Explorer Room.

Motion to adjourn by Ransom, 2<sup>nd</sup> by Jeff Amo; all in favor motion carried at 2:27 p.m.