



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 January 8, 2015.

Present Garret Nix Corp Counsel, Kyle Deno, Dennis Eberhardt, Chuck Jensen, Ray Ransom, Dan Diehn City Attorney, Brad Chown City Administrator, City Mayor Danielson, Diane Peterson, Sheriff Waldera, Chief Deputy Mark Moan,

Discuss Proposed BRFPD Contracted Services

- Addendum should be looked at annually because it is a living document. Referred to Waukasha and Dane County contracts as guidance.
- Sheriff had County Bookkeeper put together a wage scale so it could be seen. There are many variables such as if an employee takes health care, etc. Until officers are hired there is no concrete wage info and benefit info. All would be within the scale as to how it applies to the City. City is thinking that they would like the worst case scenario assuming highest paid wages and family health insurance. City needs to budget dollars at some point for public safety. Budget info gets handed out starting in June and budget hearings take place in September with final in November. City budget asks for theirs by September 1st and starts going through for November set as well. County would do the same thing as they currently do. Don't foresee the City Union to be any different then what we have now. Corp Counsel has been in some communication with the Union but has been unavailable at this time. City PD contract ended 12/31/14 and no negotiations have been started. Waiting for April referendum to see what happens.
- Timeline – petition has been submitted. Will go to City Council for approval Feb 2nd. Timeframe between referendum if it does not pass and when hiring would be complete could take some time. May have attrition take place and the county may need to provide coverage to the City. If it does not pass we may look at speeding up the hiring process if possible. There are four LTE's currently on staff for Patrol. 2 are already FTE's and 2 are LTE's. If it comes to a point where the County has to cover the City the City would sign an MOU to reimburse for wages and insurance costs.
- Training might become a discussion point down the road. The division should become self sufficient and 5 years down the road, there would be someone who would take on the role of the FTO (possibly the Sgt) so then there would not be training costs billed to the City. City has figured in what it would cost the 1st year to year and half regarding unemployment etc.
- Work Comp – being self insured not sure how to cover other than to say that the City would be responsible for all the costs for a work related injury up to the cost of the deductible.
- Vehicle Insurance – most likely would need to have the vehicles titled in the County name. Would be able to either itemize or prorate per vehicle. If there was an accident the City would assume responsibility for the costs.
- Replacement of vehicles – Could either bill vehicles as incurred or bill the anticipated cost annually. City would keep the money in there fund and then forward money then needed. Vehicle purchases would be done the same way they are now. The County would purchase the vehicles. IT purchases the hardware and Sheriff's Office does the setup. The City has two MDC's currently in their squads. It would be put through the replacement cycle, budgeted and billed to the City. The budget process would be very similar to the current budget process but it would be a separate budget.
- Will there be an established agreement and or compensation in the event that one of the City vehicles gets in an accident and there are no vehicles available for use? Anytime there would be a need to use a county squad in place of City squad and would reimburse for usage. The City already has 2 squads so it is not foreseen to be an issue. Fuel/maintenance costs etc would be billed to the City PD c/o County and invoiced separate. In the event the City would need to use a County squad they may be able to bill for the mileage to cover the costs.



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- If having difficulties filling shifts because of LTE's not being available and need to post the OT is there the opportunity for the County Deputy to cover available shift in the City? There is no language in the contract that allows for OT to be posted. It is set up as first come first serve. If the LTE needs to be pulled from the County it would be a discussion point. Don't want that to happen, want it to be division specific but if it did happen would bill to the City. If it is a Click It N Ticket it would be divisional specific. There are click it n tickets specifically for the City and County. If in the city it would be covered by the City officers and County would be covered by County Deputies.
- The theory is that it will be two separate Unions and would not be able to move between the unions without going through the hiring process. Mindy has not been in the meetings yet. Most likely would be a side letter.
- Currently if there is an open shift in the City the county covers the call for service but there is no extra coverage.
- Provision that the intent is the City officer will patrol the city limits but in the event of mutual aid would be the same as now and return to the city as soon as possible. City ordinance violations written would be prosecuted and handled by the City Attorney and if a county ordinance violation is written by the city officer within the city it would come to the county just like it does now.
- Vehicle insurance needs to be clarified.
- Vehicle ownership is important and the ownership should be the County and if the contract ends the vehicle and equipment needs to go back to the City upon termination of contract. A provision needs to be added to cover this.
- Offset credit language – Title will go to the county and there is value of the vehicle and is sold the sale of the vehicle would go to the City to offset their vehicle purchase. The sale of the vehicle would offset the cost of the new vehicle.
- Invoicing – monthly would be the best option. Who would do the invoicing? It should all be in the City division and ran through that account. Billing timeframe can be established.
- Corp Counsel will send out a new draft of the proposed contract. The draft that was given out today was structured based on the current Waukesha County contract with Pewaukee. Being that we would be smaller scale the idea of the actual costs is preferred. The contract Waukesha has with Pewaukee is very simple and only about 5 pages. It appears we are not missing anything compared to other counties that do this.
- One of the things the County is concerned with is that if there is an early termination or breach of the contract that we don't get hung out to dry. Any unemployment benefits would be absorbed by the City. What if the contract runs it term and does not renew? Either party would have a full year to restructure. Should this provision from being reciprocal? If the County terminates the contract early the City is not responsible for the unemployment because they are county employees. Different scenario – City employee becomes a problem employee and gets terminated – County is charged from the Mutual for that is that billable to the City and they get unemployment who pays that? And who pays the wrongful termination suit? That question has not been covered yet. City Attorney and Corp Counsel will contact other agencies that provide contracted services in this scenario and see what they do.
- What is the deductible for claims? Not known at this time. Cost to terminate through LE is between \$15,000 to \$20,000. County as a budget line for this. Is there a way to find that out on a per employee basis for that in order to budget? Does Mutual issue an estimate of claims? Premium is around \$150,000 and each year varies on the preclaim fund.
- Work Comp is another concern. The amount proposed is a reduced rate based on the parameters set in the budget. Could look at the state rate and possibly use that to bill the City. Possibly the City pays the actual cost self insured to the county stop loss. County has not ever met the stop loss amount for Work Comp.. This needs to be looked at for future.
- Do we need to keep meeting? Need to keep moving forward until an agreement is reached so that come April ready to go if referendum does not pass.
- How do you want the addendums broken down? Would there be an addendum for the equipment? That would be an actual cost billing rather than addendum. Or do you do Wages see addendum A, etc.
- Invoicing – will the City want itemized invoices or able to submit send payroll AS400 report? That would be fine as that is what they receive at the City now. Would send actual invoices based on the vouchers.



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- If we can keep the process going forward and keep both parties in agreement there is no reason it should not work. Will know more after the election.

Next meeting – Tuesday Feb 10th 1:00 p.m.

Motion to Adjourn

- Motion by Eberhardt 2nd by Ransom to adjourn 2:31. All in favor. Motion carried.