

**POLICE SERVICES STEERING COMMITTEE**

**Special Meeting**

**Wednesday November 29, 2006**

4:00pm – 5:30pm

110 North Fourth Avenue

**Members Present:**

Jeff Irwin	County Commissioner
Pat Kelly	Dexter Township
Herb Mahony, Designee	County Under Sheriff
William McFarlane	Superior Township
Michael Moran	Ann Arbor Township
Mark Ouimet	County Commissioner
Wes Prater	County Commissioner, Chair of Board
Steve Solowczuk	County Commissioner
Brenda Stumbo	Ypsilanti Township
Kenneth Unterbrink	Lima Township
Patricia Vaillencourt	Village of Manchester

**Members Absent:** Paul Bunten, Ruth Ann Jamnick, Daniel Minzey

**Staff Present:** Kerry Sheldon (Facilitator), Robert Guenzel, Karen Lovejoy Roe, Ken Schwartz, Linda Wicks (Recording Secretary)

**1. Call to Order**

The meeting was called to order by Facilitator Sheldon, 4:05pm, at the Washtenaw County Annex Building, 110 N. Fourth Ave, first floor large conference room.

**2. Approval of Minutes**

Solowczuk moved for approval of the November 1, 2006, Police Services Steering Committee meeting minutes; Prater seconded; all in favor.

**3. Citizen Participation**

None.

**4. Committee Member Check-In**

- Guenzel indicated that the four-year contracts had not yet been signed by the three townships involved in the lawsuits, further indicating that if they are not signed by 5pm tomorrow (November 30, 2006) the layoff process would begin. He noted that these townships are holding out over contract language and are wanting an interim agreement rather than the four-year contract, with Guenzel stressing that this is not acceptable to the County.
- Kelly inquired regarding what contract language the Townships are wanting to add. Guenzel replied that the County had already agreed to a “reservation of rights”

language both in the contract and in a stipulated order to that effect. He indicated that the Townships are now wanting to add language to this; referencing an “interim agreement” rather than the four-year contract.

- Kelly inquired of Stumbo if she had further information regarding why Ypsilanti Township was not signing, and what language issues were involved. Stumbo indicated that she is not really in a position to answer this question; noting, however, that the eight eliminated positions may be a consideration. Guenzel noted that he had given the Township a letter indicating that as soon as the contracts are signed the eight eliminated positions will be reinstated, as part of the proposal.
- Guenzel said that the County had forwarded a proposal to the Township this afternoon, sharing his hope that it is accepted and the contracts are signed. Kelly inquired what the plan is if this last proposal is not accepted, with Guenzel indicating that he would reauthorize the letter to the Sheriff and that layoffs would begin on Friday.
- Moran inquired regarding the timing between when it appeared that a tentative resolution had been reached with the Townships for contract signature (November 15), and when communication was sent from the County to the Townships. Guenzel indicated that the Townships were sent a proposal the next day, and they connected back in five days. He noted that it had been represented to the County that these contracts would be signed the next week, after appropriate Township meetings.
- Prater questioned why the Townships would be asking for an interim agreement until January 1, 2007, if the intent is to sign a four-year contract. Kelly inquired if there would be any judges ruling between now and January 1, 2007, with Guenzel indicating no.
- Stumbo inquired about County procedures for contract approval, noting that Ypsilanti Township must call a special meeting for their Board to review any proposals sent to them by the County. Guenzel indicated that it had been represented to the County that Ypsilanti Township would be meeting the week after the tentative agreement had been reached, which would then effectuate the deal. Stumbo indicated that their board had met and voted on the proposal, sending back a revised proposal with many changes to the County, with a number of responses back and forth between the attorneys; resulting in the County sending back a final proposal today. Prater noted that a response from Ypsilanti Township asked for a rescission of the eight position layoff notice.
- Irwin noted that he had understood that at the beginning of this contract process Ypsilanti Township had passed a resolution giving their attorney Doug Winters authority to act. Guenzel concurred that it was his understanding that attorneys for both parties had the authority to make this work.

- Ouimet, stated that he was clearly under the impression at the November 15 BOC meeting that a four-year contract would be signed, with Irwin and Solowczuk concurring.
- Moran said that he could see where the Townships might have concerns regarding language for “reservation of rights”; but that he is surprised that there is not a willingness to sign the four-year contract.
- Guenzel indicated that there was a memo attached to the proposal sent to the Township today indicating that “because we now have a four-year agreement, the County is reinstating the eight positions and not following through on layoffs” – noting that this is based on signing of the four-year contract.
- McFarlane inquired about pricing of police contracts in other counties, sharing that he had hoped the contracts would have been signed and that this topic could then be addressed at the meeting.

## **5. Deployment Discussion**

Sheldon noted that *PSSC* members had indicated a “future topics” interest of discussing deployment issues for the Sheriff Department, inquiring if Mahony could address this issue. Mahony noted that he had not been advised of this as an agenda issue; and the topic was postponed for 2007 discussion, possibly for the January 17 meeting, pending 2006 contract outcomes.

McFarlane inquired about the impact on his township, should the contracts not be signed. Prater stressed that the Sheriff has an obligation to enforce contracts, with Mahony concurring and further noting that they have to abide by the Union contracts, requiring a complete re-bid, as there is staff in the township contract areas that will be affected by the layoffs. Mahony noted that it will have operational impact – staffing may be moved around, the shift bid and its configuration will need to be redone, and some special assignments may be eliminated. [Mahony indicated that only a percentage of staff can be on permanent assignments while still maintaining core services]. He noted that he must give a two-week notice for shift bid, with the next bid due December 1<sup>st</sup> and the shift bid for 1/7/07 due December 15. Mahony noted that if the layoffs occur he has the ability to reallocate staffing until the new shift bid takes place.

Kelly inquired of Mahony if the Sheriff would sign the contract if the Townships sign. Mahony replied that to the best of his knowledge he would. Guenzel indicated that he did not see that this would be an issue; that the Sheriff contract language concerns had been resolved earlier.

## 6. Other Sheriff's Contracts

Sheldon noted that *PSSC* interest had been expressed in seeing what other contracts are currently in place for Sheriff services. A listing of Police Service Contracts as of 11/27/06 was distributed to *PSSC* members along with 2006 Special Event Contract Overtime Rates information.

Guenzel noted that this issue had arisen a few weeks back via the Sheriff's attorney at the hearing on the preliminary adjunction that the Sheriff had filed against the County. Guenzel explained that historically deputies were permitted to work off-hours as deputies providing police services for the community; requiring a contract with the groups using these services. He noted that the argument was made in court that the County is charging these groups \$54/hour for a deputy, while proposing to charge the three townships \$76/hour. He noted that these community contract rates are worked out annually, and are looked at as a benefit for the community, while the officers also like the opportunity to pickup overtime pay. He noted that this community contract policing is viewed differently than the PSU concept, as the deputies are on their own time and require very little supervision. Mahony provided further history regarding the community contract Police Services origin, indicating that there was a ruling by the Attorney General's office regarding sworn police officers providing law enforcement for entities during "off-hours" which indicated they must be paid through their employer to carry law enforcement powers as an extension of work.

Guenzel noted that *PSSC* members have commented on deputies being substantially overworked; and that this "off hours" practice may have an impact on their work. He indicated that there are two main issues for *PSSC* discussion regarding "off hours" contract policing practice, prior to taking this issue to the BOC:

- 1) Should the Community Police Services Contracts practice even be continued?
- 2) If this community policing off-hours continues, what would be an appropriate cost? Given all the other issues around contracts, is this a good way to calculate rates? (Guenzel noted that it may be possible to charge a different rate for a "for profit" organization vs a non-profit)

Mahony stressed that every contract for Police Services contains language which indicates that the County will not take from their workforce to fill the contracts, that the work is entirely voluntary, and that the County can staff only at the level possible. He noted that often times these contracts go unstaffed or short-staffed, based on volunteer availability.

Kelly expressed concerns about events going unstaffed if there is not personnel to meet the need, noting that this is a safety hazard for the community. Mahony indicated the organizer would be notified before they would let the event start.

McFarlane indicated that he has a concern regarding continuing this practice if there is a layoff of deputies.

Mahony noted that if the layoffs happen the Sheriff Dept will be fully staffed again.

Ouimet noted that we should be careful about “expanding to these extras” if we can’t fully take care of the core policing needs.

McFarlane noted that if it is just a few hours work, it would make little difference; however if a deputy is working eight hours extra and is then expected to work an eight hour shift they may not be as productive.

Vaillencourt noted that, if the worst case scenario happens and layoffs take place, Ypsilanti Township is going to need police, inquiring how this will impact the services for the contracting townships. Mahony replied that it would impact Pittsfield Township, Ypsilanti City, Ann Arbor and wherever they could get mutual aid from. Vaillencourt stated that the level of mutual aid today is insignificant to what could happen if the layoffs occur, with Mahony concurring.

Stumbo noted that Ypsilanti Township receives a rebate every year because deputies are shared and are pulled from their township; noting that they are Washtenaw County deputies, not Ypsilanti Township deputies – that it is part of being a regional police department.

Mahony noted that the volume of calls from the three non-contracting Townships which are for situations which require more than one deputy to respond are at a much higher rate than any other area that they police. He noted that the mutual aid police will “make the scene safe,” leaving it to the State Police to officially police, and they may end up leaving the scene before it is actually policed. Mahony indicated that County practice currently in non-contracting areas is to hold the scene down until the State Police is available, noting that there have been times when they were stuck because the State had no one available. He further noted that sometimes it can be more efficient and shorter to actually handle the incident rather than to wait for the State Police that might be coming.

Vaillencourt shared that she felt it was unrealistic to think that these “off hours” Community Police Services contracts can be provided if the layoffs occur.

Irwin shared that there is a lack of police services, and that these “off hours” Community Police Services contracts present a cost issue, and should not be at the expense of ground level public safety needs.

Kelly inquired if these contracts are something that should be taken to the unions. She suggested using retired County Sheriffs to police these community events. Mahony noted that there are not a lot of retired deputies available for law enforcement, indicating that they have a hard time getting retired deputies for Court security.

Solowczuk stated that the contract rates need to be reviewed and that they should be in alignment with the rest of the PSU contracts. Prater concurred that costs need to be reviewed and compared against what is being charged the “regular customers”. He

indicated that if there is time available and deputies can work for these community contracts, without being overworked, it is not a bad deal – but that the first obligation is to the regular contract customers.

Mahony shared an example of how the Sheriff Dept deals with the “off hours” contracts and regular service needs; indicating that a deputy had called in for a special overtime assignment at a time when they had nine complaints to respond to. The Sergeant in this instance said that the deputy would not be working the special overtime job, that he would be working a complaint car. Mahony indicated that they manage resources in a similar method constantly.

Prater inquired why the costs charged for these community contracts for overtime rate are less than the regular PSU contracting customers paying straight-time, with the reply that the PSU contracts include indirect costs (administration, equipment, uniforms, supervision, etc.).

Mahony stated that these community events covered by the “off hours” contracts offer a lot of economic support to the community. Kelly concurred that they need to be covered, that public safety is jeopardized if they are not covered – that it would be unthinkable not to cover a U/M football game.

Guenzel thanked *PSSC* members, indicating that this “off hours” Community Police Services contracts discussion was helpful, and that the County would take another look at the process and costs. Sheldon noted that building in indirect costs could be looked at, and that this issue could come back to the *PSSC* in January 2007.

McFarlane requested that costs comparisons for Oakland County also come to the January *PSSC* meeting, with *PSSC* members also suggesting Jackson and Lenawee Counties.

## **7. Other**

### 2007 Membership and Meeting Schedule

The 2007 *PSSC* schedule was presented for adoption. Unterbrink moved to adopt the 2007 *PSSC* meeting schedule, with all in favor. The 2007 schedule was adopted and will be posted per Open Meetings Act standards. *PSSC* meetings are the first Wednesday of each month, with the exceptions of January and July when they are the third Wednesday. Each meeting is 4:30pm-6:00pm at 110 North Fourth Avenue, Ann Arbor.

### Contract Negotiations Update

Mahony provided an update on contract negotiations regarding the year-long area, vacation and comp bids. He indicated that they have what they believe is an agreement in concept, which he will need to roll out December 1 for the December 15 shift bid.

He indicated that the most significant impact it will have on local jurisdictions is that in exchange for the year-long vacation and area bid the union has asked that they reduce the number of assigned jobs in the contract areas.

What the union has proposed is a “*bid assigned position*” – in which they will have the ability to put special assignments with the job. For example, if a deputy bids the afternoon job in Superior Township, part of the responsibility is to be the community liaison with the apartment complex there. Specific duties and responsibilities are laid out in connection with this job, which if not performed the deputy can be removed from the job. Mahony noted that this is for a trial period, with the expectation that issues will come up during this first four month shift bid which they will need to address. He indicated that the responsibility is on the Supervisors to make sure this is working. Mahony shared that these “bid assigned positions” are not based on a percentage of positions; but rather on the number of deputies contracted for – i.e., if you contract for six deputies, you get one assigned; if you contract for 12-18 deputies, you get two assigned. He indicated that the Sheriff Dept would need to clearly articulate to deputies bidding the jobs what is expected of them.

Kelly shared that she thought this sounded like a great concept, allowing for more customized policing, also helping jurisdictions keep the Supervisor accountable. She noted that it would be up to the jurisdictions to clearly define what their needs are, so this can be articulated in the bid position. Mahony agreed, indicating that he would need to connect with the Townships soon to determine what should be added to the draft language.

## **8. Adjournment**

The meeting was adjourned by Facilitator Sheldon at 5:10 pm.

### **Next Meeting:**

Wednesday, January 17, 2007

4:30pm – 6:00pm

110 N. Fourth Avenue, Large Conference Room

Approved by Committee: 17 January 2007