

POLICE SERVICES STEERING COMMITTEE
Wednesday October 1, 2008
4:30pm – 6:00pm
200 North Main, Ann Arbor

Members Present:

Paul Buntun	Chief of Police Saline
Jeff Irwin	County Commissioner, Chair of Board
Ruth Ann Jamnick	Ypsilanti Township
Pat Kelly	Dexter Township
Karen Lovejoy Roe	County Commissioner
Herb Mahony, Designee	County Under Sheriff
William McFarlane	Superior Township
Michael Moran	Ann Arbor Township
Mark Ouimet	County Commissioner
Kenneth Schwartz	County Commissioner
Brenda Stumbo	Ypsilanti Township
Kenneth Unterbrink	Lima Township
Patricia Vaillencourt	Village of Manchester

Members Absent: Dan Minzey

Staff Present: Scott Patton (Facilitator), David Behen, Linda Wicks (Recording Secretary)

Sheriff Leadership Present: Lt. Jim Anuszkiewicz, Lt. Dieter Heren

Others Present: Charles Nielsen, Darrell Fecho, Mike Radzik

1. Call to Order

The meeting was called to order by Facilitator Patton, 4:35 pm, at the Washtenaw County Building, 200 North Main, lower level conference room.

2. Approval of Minutes

Kelly moved for approval of the August 6, 2008, Police Services Steering Committee meeting minutes; Buntun seconded; all in favor.

3. Citizen Participation

None.

4. Committee Check-In

None.

5. 2009 PSSC Committee Membership

Patton stated that the current *PSSC* membership appointment ends December 31, 2008, indicating that it is time to explore *PSSC* membership for 2009. He noted that a copy of the *PSSC* Team Charter was distributed at this meeting, outlining *PSSC* membership requirements. Patton indicated that there were a few meetings during 2008 which involved quorum issues, stating the need to secure commitment from *PSSC* members.

Kelly asked if the BOC is asking for input and/or recommendations for the contracting jurisdictions that are represented, indicating that this could be brought up at the CEO meeting the next day.

Irwin said that this input would be welcome, further indicating his hope that all those currently members would continue to serve on the *PSSC* representing their constituencies. He stressed the value in continuity with maintaining *PSSC* memberships, with these representatives knowledgeable and up-to date about the issues.

Patton reminded *PSSC* members that it is a commitment, and that they should let him know if they are not available to continue on.

Stumbo requested that consideration be given to a change of meeting location, suggesting the County Library Learning Resource Center on Hogback Road. Irwin suggested that a discussion regarding meeting date/time/location could take place once reappointments are completed and *PSSC* membership is defined. He indicated that if the location is moved from downtown, it may be best to also change the meeting date/time, so it is no longer directly preceding the BOC meeting.

6. Change in Deputies in Contract

Patton stated that the County has received correspondence from Scio Township indicating the desire to look at extending the number of Deputies under contract. He indicated that the issue is that there is currently no mechanism in place to offer changes in the contract.

Mahony stated that adding Deputies to a contract brings up multiple questions:

- 1) To provide new Deputies for a contracting jurisdiction reflects an increase in staffing, unless there is a corresponding decrease in Deputies elsewhere
- 2) When would the jurisdiction increasing their contract Deputies start paying for and start receiving the services from the new Deputies?

Mahony noted that a number of different scenarios could arise from these two issues:

- ✓ Letter of intent to increase two Deputies has been received from Scio; currently there are other communities that are in discussions to potentially decrease Deputies. If these two Deputy counts and times coincide, the positions could balance out.
- ✓ If the staffing is not offset elsewhere, and Deputies need to be added for a jurisdiction, new Deputies would need to be hired. He noted that currently they do have a hiring eligibility list, however then there is the whole training process, with questions including when does the jurisdiction start paying for these new Deputies, where do they get trained, and when does the jurisdiction start receiving service?

Mahony indicated that he had met briefly with Administration (David Behen and Scott Patton) to discuss this matter, noting that it brings up some significant issues for both the County and the local contracting jurisdiction. Mahony indicated one idea discussed which would allow a percentage of General Fund Deputies to be able to be temporarily reassigned to fill new contract positions, while the new hires are getting trained preparing to assume these contract jurisdiction duties. Mahony stated that the Sheriff Dept has the ability to make this reassignment, noting that there would be some logistics involved. He indicated that depending on where the General Fund Deputies were located and what jurisdiction they would be covering, there could be some travel time impact (travel to and from Sub-Stations to the place of work is included in hours of service). He stressed the need to determine what level the County would allow the General Fund Deputy resources to be depleted to in order to expand services in other jurisdictions, indicating that other communities may argue that they rely on these General Fund Deputy services.

Irwin indicated his preference to utilize the General Fund Deputies as a resource to assist in getting Deputies trained and up-to-speed.

Kelly stressed that there needs to be a policy developed for increasing Deputies under Police Service Contracts; clarifying that the discussion is not about Scio Township adding two Deputies, but rather a *PSSC* Policy regarding adding Deputies under the contract.

Lovejoy Roe indicated the benefits of adding the Deputies as quickly as possible, providing additional funds for the County.

Kelly stressed the need for the Sheriff Department to move with all due speed to replace any displaced General Fund Deputies. Mahony stated that this replacement period would realistically be five to six months, incorporating necessary training.

Mahony stated that the current Sheriff workforce situation would also be an important factor in any policy for increasing contract Deputies, noting that had this request come in a year prior when there were a number of vacant Sheriff positions, this would have put them “further in the hole”. He stated that right now they are in a good position for hiring, and could have two new Deputies up-to-speed in, trained and in place within a normal period of time. He stressed the need to set a formal policy regarding how far the General Fund Deputies should be depleted to increase contract Deputy numbers.

Moran stated that the figures indicate General Fund Deputies are already spending a fair amount of time in Scio Township; and also spending time in Augusta, which is not evidencing any interest in adding Deputies.

McFarlane inquired regarding the timeframe for increasing Scio Township contract Deputies. Charles Nielsen, Scio Township Supervisor, responded that there are two different scenarios that Scio faces:

- 1) If a millage does pass supporting
- 2) If the millage does not pass, Board members have indicated that they are willing to “dip into savings” to pay for the two extra Deputies

Nielsen indicated that knowing there would be a time factor in implementing the Deputy increase, they thought it best to go ahead and start the process at this time. Darrell Fecho, Scio Township Manager, further indicated that the process itself would further determine the timeframe.

Mahony noted that the Sheriff Department currently has only four Deputies left in the Field Training Program, due out by the end of the year, with one new position that will then still be in training. He indicated that, depending on what the General Fund Deputy depletion threshold is set at, the Sheriff Department could conceivably fill these positions as quickly as Scio Township is able to execute an amended contract and *PSSC* Policy is in place.

Ouimet indicated that not all jurisdictions may have the same understanding about the General Fund Deputies, and how they are to be used. He stated that it is critical that the *PSSC* get to a definition for General Fund Deputies, and once this is agreed upon that this is what they are used for.

Kelly asked Mahony for a recommendation for a General Fund Deputy depletion level to accommodate contract increases. Mahony indicated that this is difficult to say, without particulars – noting the different shift impacts and the need to know what is perceived as acceptable for shift coverage. He encouraged *PSSC* Policy not to dip below the use of 3 or 4 General Fund Deputies for temporary reassignment to jurisdictions for increased Deputies in contracts.

Mahony stated he would put together some draft policy language, and will distribute this to PSSC members prior to the November 5, 2008, PSSC meeting. Kelly requested that this information also include the impacts on shift coverage, i.e., if you utilize two General Fund Deputies to cover in a jurisdiction increasing Deputies, this would provide what impact on shift coverage.

Patton provided a point of reference from the Contract, indicating that Exhibit B states the minimum General Fund Deputy coverage for the mandate is between three and five, but that the County has agreed to have 12 as the minimum.

Patton asked Mahony how the timing would impact Shift Bid coverage. Mahony stated that the Sheriff's Office has the right to reassign, and that when Deputies bid, they bid stations. He noted that right now there are no General Fund Deputies that work out of Scio Township, so if a Deputy is asked to cover there, there could be a travel impact. He stated that he can not change a Deputy's work start location, but the Sheriff's Office does have the right to reassign the patrol area. He further noted that the Deputy can volunteer to change their work start location.

Jamnick noted that the *PSSC* had been pretty insistent that the General Fund Deputies report out of the Hogback Road station.

Mahony stated that General Fund Deputies do not have to be backfilled.

Irwin noted that this Contract Deputy Increase conversation lines up with the earlier Trainee/Recruit issue, suggesting that the *PSSC* move forward with a similar policy, recommending that Mahony draft this Policy and bring it to the *PSSC* for review.

Mahony suggested that WC Corporation Counsel review this draft *PSSC* Policy regarding Contract Deputy increases, to make sure it aligns with contract language and requirements.

7. School Liaison Collaboration

Radzik reported on conversations that Ypsilanti Township has had regarding School Liaison Collaboration. He noted that Ypsilanti Township has had meetings with three different school districts trying to develop some potential collaboration scenarios, noting that the more they looked into this, the more questions arose. Radzik noted that Ypsilanti Township students attend school in four different school districts; three of which are in Washtenaw County: Lincoln, Willow Run and Ypsilanti (Van Buren not in Washtenaw County) and that all three have school liaison Deputies. Radzik indicated all are under budget issues, and are considering dropping their school liaison Deputies. Radzik noted that if any were to lose their school liaison Deputy, there is a high likelihood that this would create a drain on Ypsilanti Township's contract Deputies.

Radzik raised the question if "school campuses that have contracts (are) considered 'out of area' for purposes of statistical data reporting?" Even though it is geographically in the jurisdiction, is it considered a separate contractual entity? He noted that Deputies from all different areas respond to schools for back-up all the time, and schools all indicate that they need a Deputy during the school year, but don't really need a Deputy during the summer. Because they can't contract for less than a whole Deputy, schools are looking for ways to share resources and cut costs.

Radzik then indicated that during the summer months Ypsilanti Township has increased use of discretionary proactive funds, in direct correlation to the fact that kids are out of school (about \$60,000 to \$70,000 this year). He indicated that if a collaborative agreement could be worked out with the school districts, where either Ypsilanti Township picked them up as part of their contract, and subcontracted to

the schools, or the schools picked up and subcontracted to Ypsilanti Township during the summer, they would then have use of the school officers as part of Ypsilanti Township coverage during the summer months, and it would reduce the overall expenditure to the school district by up to 25%. Radzik noted that this would be increasing their regular expenses, but this would be offset by the reduced discretionary overtime costs. He noted that these discretionary overtime hours are via voluntary assignment and not all the proactive discretionary overtime needed actually ends up occurring. Radzik indicated that this possible solution would put the officers on Ypsilanti Township's schedule and would provide consistent, reliable extra shifts, not reliant on volunteers.

Radzik indicated that the schools are looking for ways to reduce costs, indicating that the supervision costs for the Deputy is of concern to the school districts. Radzik shared another idea generated by the School Districts at their meetings: Is there is a way the schools could be billed for the Deputy costs, but that something is worked out where the Township, through their existing supervisory staff (contract), could absorb the supervisory responsibilities?

Radzik noted that Ypsilanti Public Schools have been in discussions with the City Police department, noting that there are some jurisdictional issues. He noted that Willow Run is seriously looking at private security guards. Lincoln has budgetary issues, and is looking for ways to cut costs, but seem committed to keeping the Deputy.

Radzik inquired if this could be a way for the County to get out from dealing directly with the schools, noting that they are looking for a win/win situation for all parties involved.

Patton indicated he will check to see if there are contracts with the School Districts.

McFarlane indicated he would like to participate with Ypsilanti Township in any future discussion, particularly as it relates to Willow Run. He suggested that Salem Township may also need to be invited to this discussion.

Kelly indicated that this is an issue in their area as well, noting that they have a relationship where the school district pays for ½ of the Deputy, and Dexter Village the other ½ . She stated that because the students may come from multiple communities, it makes more sense for the school district to pay for the liaison resource, at least for the 9 school months.

McFarlane stated that he felt it reasonable for the jurisdiction to pay during the summer months, suggesting that other avenues may also need to be explored to help schools be successful, noting different needs in different communities.

Radzik asked Mahony how the Sheriff's Office would feel operationally about a contract entity subcontracting the service out.

Mahony stated that the Sheriff's Office is all for collaboration. He stated that administratively, they would like to have just one entity to invoice, but that it would not matter if the contract is with the school or the jurisdiction. He noted however, that from a deployment standpoint it does bring up a few issues. If there is going to be a change in assigned duties, the Deputy with the assignment needs to be advised that there is a change coming to the job he/she is assigned to, asking if they want to continue in that role – if the Deputy elects not to continue in the role, then the assignment will need to be reposted.

Mahony indicated that logistically the Sheriff's Office can make this happen, indicating that they would prefer a subcontract exist between the jurisdiction and school, establishing who is paying for what. He

stated that the Sheriff's Office would just need to know far enough in advance to talk to the Deputies in the assigned jobs, and to handle any reposting that may need to occur.

Radzik brought up an issue of the school liaison Deputy saving all their vacation time to take during summer months, indicating that Ypsilanti Township would not want to enter into a situation where the Township ends up with the Deputy vacation time only. Mahony indicated that these types of issues, if known up-front as a condition of the job, can be accommodated.

Mahony cautioned against a "two tiered" system regarding supervision and paying for supervision.

Radzik indicated he would bring *PSSC* input back to his meetings with the School Districts and continue talking with them.

Mahony indicated that the Dexter Village/School contract is with the school, with Dexter Village paying the school 50% of the contract cost. Dexter school gets billed direct for overtime costs. Vaillencourt inquired about the use of a school Deputy on snow/in-service days, with Mahony responding that this time is usually used for catching up on paperwork, noting that Dexter Village has pulled the Deputy over to help with the Village issues.

Mahony noted that Superior Township has a contract with two apartment complexes for almost a full Deputy; with the Sheriff's Office acknowledging the existence of this contract in providing service operationally.

Mahony reiterated the Sheriff's Office preference to contract with just one of the collaborating jurisdictions, with the communities then working out on their own the percentage each should pay. He noted that the overtime can still be directly billed to one of the collaborating communities. He stated the Sheriff's Office must know about the collaboration and any sub-contracts, and be able to operationalize within the confines of labor agreements, but that given this parameter, where Deputies go and how they work within the collaborating entities can be made to work.

Mahony indicated that there is a written collaboration plan for Ann Arbor Township and Superior Township. Mahony indicated that collaboration recognition could be incorporated into the operational portion of the contract appendix.

Radzik inquired if there needed to be a *PSSC* policy regarding subcontracting. Irwin stated that the County should not have any trouble facilitating an agreement between Ypsilanti Township and their school districts in which both sides have agreement.

Mahony stated that "how your subcontract is written, with whomever, is not our concern, other than how it affects operations and the deployment of personnel". He cautioned Ypsilanti Township not to get an agreement that can not be operationalized, stating need for County involvement in the collaboration process and that there will need to be some sort of operational document.

Radzik asked that consideration be given to the school campuses to have their own separate contracts and be considered out-of-area for statistical reporting purposes. Mahony indicated that he would check into this, and that it may be just a procedural change, rather than programming change, for Deputies, indicating that it may be a matter of changing the "pulldown" area box for reporting.

8. Regional Dispatch

Patton reported that a Regional Dispatch presentation will be taking place Thursday night at the BOC Working session. He indicated that the general approach that the County is taking is one of partnering with the City of Ann Arbor around dispatch for policing, with this dispatching to occur from an addition to be constructed at the HVA location. He indicated that this dispatch partnering is still at the conceptual level, and that there are still a lot of issues yet to be identified. Patton indicated he would email *PSSC* members a copy of this Dispatch presentation.

Patton noted that there is a Dispatch Authority “on the books” which is set to expire in May of 2010, and that this would be an issue of resurrecting this authority.

9. Workplan Review

Patton indicated that the Workplan Review would be deferred to a later *PSSC* meeting, noting however that two of today’s agenda’s items fell under the regionalization workplan items.

He reminded *PSSC* members that they have committed to beginning the discussion around 2010 Police Services at the December *PSSC* meeting. Patton indicated he would be scheduling meetings with Commissioners to get direction prior to this.

Vaillencourt stated that her County Commissioner had contacted her indicating that some of the Commissioners have shown an interest in wanting brought before the *PSSC* the idea of bringing to the BOC the option of adding an additional year to the existing Police Services contract, retaining the current pricing. Vaillencourt asked if *PSSC* members would have interest in having the BOC look at extending the existing contract for one more year at the current prices. She noted, however, that without the new Sheriff in place, this would leave some open questions.

Stumbo moved that she would be in favor of this extension proposal at the same price.

Kelly indicated that this extension could be for less than one year, possibly six months.

McFarlane reminded *PSSC* members that the contract is for 2010, not 2009, and that he would not be in favor at this point of extending the contract without first having discussion and exploration.

Patton reminded *PSSC* members that this discussion is scheduled to begin in December, indicating that when he briefs Commissioners on the issue this can be one of the options he brings up.

Irwin indicated that he would “not want to pull the plug early on the opportunity to productively accomplish the negotiations” and get a new contract that will make everybody happy. He indicated it could be kept on the table as a possible option, but that he would hate to rule out working out a productive compromise so early. He noted that if we get to April and can’t resolve certain issues, we could then maybe look at an extension.

Kelly noted that there may be an opportunity to negotiate a better contract, not necessarily in price but in services. She stressed that there is more than just price to the contract.

Lovejoy Roe indicated that the issue was not around the operations but that it was around whether to extend the price, and that what was driving this was that a lot of communities need to go to the voters and that to wait until July is too late. She indicated that communities are locked into when they can go to the voters. She stated that discussions she has been involved in regarding extending the contracts involved price only.

Moran suggested the possibility of a special *PSSC* meeting on this issue.

Irwin suggested that perhaps the BOC would find a *PSSC* recommendation more powerful if this recommendation is the result of serious discussions, indicating that this would provide a more meaningful input for consideration.

Vaillencourt restated her inquiry to the *PSSC* on behalf of her Commissioner as being one of gathering feedback and a level of *PSSC* support for bringing forward to the BOC the idea of “taking the financial section and extending it a year, and then when the new Sheriff comes in and we look at all the rest of that contract and we focus our efforts on the operational part of it and we don’t have to negotiate”.

Patton summed up that there appears to be some support and some ambivalence. He stated that what he is hearing from *PSSC* members is that the original timeline to begin Contract discussions, which was December 2008 (after November elections occurred) needs to be moved up to November or to a special meeting.

Jamnick moved for a special *PSSC* meeting in October, Lovejoy Roe supported. Patton indicated that there would not be time to devote to developing cost estimates in the next few weeks, as the BOC is looking at the budget at tonight’s BOC meeting and items resulting from this will be high priority.

Irwin suggested that a much more productive resolution can result from negotiation, based on interests, rather than coming to the table with positions first. He stated that you can’t have a conversation about price divorced from service, and that there has to be agreement on the whole package.

Patton stated that the *PSSC* will not come to a resolution about the contract issue at today’s meeting. He inquired if this issue should be on the November meeting agenda, or if there should be a special meeting prior, without much information available. Ouimet stated that a special meeting could be productive for the committee.

Irwin suggested that a subgroup, interested in the details, meet prior to the November meeting and develop a list of information that is needed, so that staff have the opportunity to research and bring to the November *PSSC* meeting information, data and details for relevant discussion.

Patton stated that the contract discussion would be on the November agenda, and that he will meet with Commissioners prior for direction.

10. Adjournment

The meeting was adjourned by Facilitator Patton at 6:15 pm.

Next Meeting:

Wednesday, November 5, 2008

4:30pm – 6:00pm

200 North Main, lower level conference room

Approved by Committee: 5 November 2008