

## **NOTICE OF MEETING**

### **SHEBOYGAN COUNTY LAW COMMITTEE**

**February 1, 2018**

**4:00 PM**

Law Enforcement Center  
525 North 6<sup>th</sup> Street  
Sheboygan, Wisconsin

West Conference Room

#### **\*AGENDA\***

- Call to order
- Pledge of Allegiance
- Certification of Compliance with Open Meeting Law
- Approval of Minutes
- Correspondences/Communications
  - Jail Population
- Public Comments

#### **Clerk of Circuit Courts**

- Consideration of Vacant Position Request for Court Services Specialist and any domino effect

#### **Sheriff**

- Consideration of capital outlay budget reprioritization
- Consideration of installation of an 800 MHZ radio at the Sheboygan Coast Guard Station and associated programming of talk groups
- Consideration of request from Campbellsport Fire & EMS to program Sheboygan County talk groups into their radios
- Consideration of request from St. Nazianz First Responders to program Sheboygan County talk groups into their radios
- Consideration of request from Fillmore Fire & Rescue to program Sheboygan County talk groups into their radios
- Consideration of repairs to Squad 50
- Consideration of contract with Wisconsin Community Services for 2018
- Consideration of village/town contracts for 2018

*Posted on January 30, 2018 @ 1:15 p.m.*

- Consideration of vouchers
- Consideration of attendance of members at other meetings or functions
- Reports on meetings attended
- Adjourn

Prepared by:  
Jodi LeMahieu  
Recording Secretary

Vern Koch  
Committee Chairman

Note: persons with disabilities needing assistance to attend or participate are asked to notify Jodi LeMahieu, 459-3895, prior to the meeting so that accommodations may be arranged.

A majority of the members of the County Board of Supervisors or of any of its committees may be present at this meeting to listen, observe and participate. If a majority of any such body is present, their presence constitutes a "meeting" under the Open Meeting Law as interpreted in *State ex rel. Badke v. Greendale Village Board*, 173 Wis. 2d 553 (1993), even though the visiting body will take no action at this meeting.

## **SHEBOYGAN COUNTY LAW COMMITTEE MINUTES**

Law Enforcement Center  
525 North 6<sup>th</sup> Street  
Sheboygan, WI 53081

LEC-West Conference Room

**January 18, 2018**

**Called to Order: 4:00 PM**

**Adjourned: 4:35 PM**

MEMBERS PRESENT: Chairman Vernon Koch, Vice Chairman Thomas Epping, Secretary Fay Uraynar, Member Robert Ziegelbauer

MEMBERS ABSENT: Member Libby Ogea

ALSO PRESENT: Wendy Charnon, Mary Fetterer, Jim Risseeuw, Cory Roeseler, Carla Kovalaske, Joel Urmanski

### **Call to Order**

Chairman Koch called the meeting to order.

### **Pledge of Allegiance**

All in attendance recited the Pledge of Allegiance.

### **Certification of Compliance with Open Meeting Law**

Chairman Koch certified compliance with the open meeting law. The agenda was posted at 1:35 p.m. on January 16, 2018.

### **Approval of Minutes**

Motion by Epping, second by Uraynar, to approve the minutes from the previous meeting. Motion carried unanimously.

### **Correspondences/Communications**

Inspector Risseeuw informed the Committee members of the jail population.

### **Public Comments**

There were no public comments.

### **District Attorney**

Motion by Epping, second by Uraynar, to approve the Vacant Position Request for Legal Secretary (Senior Administrative Specialist) including any domino effect. After discussion, motion carried unanimously.

## **Sheriff**

Finance Director Wendy Charnon presented the Radio Project Closing Report to the Committee members.

Motion by Epping, second by Uraynar, to approve the Vacant Position Request for all correctional officer, deputy, and dispatcher openings in 2018. Motion carried unanimously.

Motion by Epping, second by Uraynar, to approve the Vacant Position Request for Lieutenant of Criminal Investigations Division and any domino effect. Motion carried unanimously.

Motion by Epping, second by Ziegelbauer, to approve the wage for Captain of Patrol/Criminal Investigations Division. After discussion, motion carried unanimously.

## **Vouchers**

Motion by Uraynar, second by Ziegelbauer, to approve the vouchers. Motion carried unanimously.

## **Approval of Attendance at Other Meetings or Functions**

No committee members requested approval for attendance at other meetings or functions.

## **Reports on Meetings Attended**

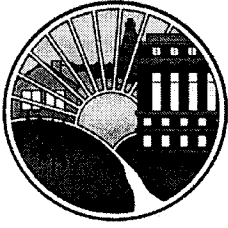
Chairman Koch reported on the Emergency Medical Dispatch meeting.

## **Adjournment**

Motion by Ziegelbauer, second by Uraynar, to adjourn. Motion carried unanimously.

Jodi LeMahieu  
Recording Secretary

Fay Uraynar  
Committee Secretary



# SHEBOYGAN COUNTY VACANT POSITION REQUEST

Date : January 29, 2018

To : Law Committee Members

From : Melody Lorge, Clerk of Circuit Courts

**Position Request:**

Position: Court Services Specialist and any domino effect position

Reason for Vacancy: Resulting for an upcoming retirement 3/1/18

**Justification:**

The record keeping for all in-court and court-related activities, as well as clerking in the courtrooms, collecting all fines, costs and filing fees. In order to accomplish this, it is necessary to be at full staffing levels.

**Staffing Consideration:**

Department has considered any and all alternate options as it relates to overall staffing needs.

YES  NO

**Budget Consideration:**

Is this position within the department's annual operating budget? YES  NO

If not, please state the amount over budget as well as the proposed source of funds:

**Costs:**

Salary Range of Requested Position: \$38,388-\$53,741

DBM Salary Range of Requested Position: 23

**The annual costs associated with the position (current year's wage & benefit rates):**

Wages	Benefits	Total
\$ 38,388	\$ 23,065.17	\$ 61,453.17

*(Note: costs for health and dental benefits should be net costs, after subtracting revenue from employee contributions.)*

Department Head signature Melody Lorge

Date 1-29-18

Liaison Committee signature \_\_\_\_\_

Date \_\_\_\_\_

Human Resources Committee signature \_\_\_\_\_

Date \_\_\_\_\_

**Form Process:**

1. Department Head completes the VPA form
2. Department Head presents the VPA form to their Liaison Committee for approval/signature
3. Department Head forwards the VPA form to HR For Human Resources Committee approval/signature (salaried positions only)



SHEBOYGAN COUNTY SHERIFF'S DEPARTMENT  
OFFICE OF THE SHERIFF

*Cory L. Roeseler, Sheriff*  
*James A. Risseeuw, Inspector*

Phone: (920) 459-3111

FAX: (920) 459-4305

To: Law Committee Members  
From: Inspector James Risseeuw  
Date: January 16, 2018  
Re: Capital Outlay Budget Re-prioritization

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As we neared the end of the Radio Upgrade Project, we were well aware that we were also nearing the end of our available funds approved for the project. We also learned that the installation of booster antennas (BDA) in our corrections facilities was not included in our project with Motorola. It is not known why it was not included but a possible explanation is that it was thought early in the project planning that they may not be needed given the better in-building performance of the new radios.

It was later determined these devices would need to be replaced in order for the corrections staff to have optimum reception inside our facilities. We were hopeful the sale of our old radio tower equipment would provide some additional funds that could be used to replace the BDA's but that sale was not successful.

We are seeking permission to use \$65,000 we have budgeted in 2018 for new cameras at the downtown jail to fund the replacement of the BDA's instead. In our opinion, it is a higher priority at this point in time and the cameras can wait for a future budget process.

We also have learned that the \$65,000 would not be sufficient to replace all the cameras and add some additional cameras and digital storage. We would prefer to complete such a project all at once and not in multiple phases.

**January 1 through December 31, 2018**  
**Intoxicated Driver Intervention Program**  
**CONTRACT FOR SERVICES**  
between

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SHEBOYGAN COUNTY

AND

WISCONSIN COMMUNITY SERVICES, INC.  
(dba WCS)

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THIS CONTRACT, entered into by and between Wisconsin Community Services, Inc. (hereinafter called "Contractor"), and Sheboygan County (hereinafter called the "County") is for the purpose of operating a Sheboygan County Pretrial Intoxicated Driver Intervention Program (hereinafter called the "Program").

**WITNESS THAT:**

WHEREAS, THE CONTRACTOR represents self as being capable, experienced and fully qualified to undertake, perform and fulfill the services, obligations, and conditions of this Contract:

**NOW, THEREFORE**, the parties do mutually agree as follows:

**I. RETENTION OF SERVICES**

Sheboygan County hereby agrees to engage Contractor, and Contractor hereby agrees to perform all services under this Contract in accordance with its terms and conditions. Contractor agrees that time is of the essence for certain elements of this contract as established in the attached Project Agreement, and will meet all deadlines and schedules set forth.

**II. GENERAL REQUIREMENTS**

Contractor is required to:

- A. Do, perform, and carry out in a professional, timely, and proper manner, all of the services specified by this Contract.
- B. Coordinate with the Sheboygan County Sheriff's Department, or designee, and comply with the agreed time of schedules, work hours, and payment terms.

**III. SCOPE OF SERVICES**

Contractor shall specifically provide all the services and perform all of the tasks



necessary to complete the Program as set forth in this agreement. Tasks shall be performed within the framework established by the attached Budget and Program Work Plan.

#### **IV. DURATION OF CONTRACT**

The contract period shall be from January 1, 2018 through December 31, 2018. Dependent on the continuance of the program through a contract with WCS and upon the request of the County of each year, the contractor shall submit a Budget for the forthcoming year. The contractor shall continue to follow the scope of the Project Agreement for the following year, which will include a proposed Budget and Work Plan for the forthcoming year.

#### **V. COMPENSATION, BILLING AND PAYMENT**

Contractor shall be compensated for work performed in general accordance with the applicable rules and regulations of Sheboygan County. Total compensation to the Contractor shall not exceed \$65,000 as designated in the attached budget. Sheboygan will provide \$30,094 in-kind matching funds. WCS will continue to collect client fees for supervision/case management services and the fees associated with electronic monitoring. The fees will make up 57% of the revenue, or \$84,435. Program continuance is subject to availability of funding per budgetary action of the Sheboygan County Board of Supervisors.

Contractor shall provide the Sheriff's Department with monthly billings which shall include:

- A. Name of program employees
- B. Totals for personnel costs and fringe benefits
- C. Detail of other expenditures, indicating their purpose such as: travel, postage, office supplies, etc., for those expenditures provided for in this Contract.

Compensation for the services required under this contract shall be contingent upon satisfactory performance of work as ascertained or reported to the Sheriff's Department. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the Sheriff's Department shall prevail.

Monthly billings shall be submitted to the Sheboygan County Sheriff's Inspector, or designee. Approved payments shall be made no later than 30 working days after receipt and verification of the monthly billing by the County.

#### **VI. GENERAL CONDITIONS**

##### **A. SECURITY and ACCESS**

The Sheboygan County Sheriff's Department will provide office space with a telephone in the Sheboygan County Jail and Sheboygan County Detention Center for contractor employees, all of whom must be cleared for security and follow all rules laid down by the Sheriff for non-county employees working in the jail.

Contractor shall submit to the Sheboygan County Sheriff's Department, when requested for security clearance, the full name, address, date of birth, gender, and racial/ethnic group of all individuals who will be performing the work, and such employees may be subject to security checks and require security clearance before entering a building, or part thereof, designated as a secure location. Personal information about contractor employees shall be used exclusively for identification purposes in compliance with the security check requirements of the State and Federal Crime Information Bureaus and the Federal Bureau of Investigation. In no case, shall the Contractor or the County use such personal information as a basis for employment discrimination related to age, gender, sexual orientation, or racial/ethnic group.

The Sheboygan County Sheriff's Department Inspector (Inspector), or designee, will be the contact for program personnel while working in the jail, and will arrange for the various kinds of access called for in the program description: 1) access to the classification officer, 2) access to arrest and/or booking records; and 3) access to inmates as needed, all of which must be done so as not to disturb or, in any way, interfere with the operation of the jail.

Access to the courts, District Attorney, and other officials will also be necessary and this will be arranged for by the Inspector or designee.

In both cases, jail and courts, access rules may be subject to change, and Contractor must respond in a flexible manner working to resolve any problems through the Inspector or Designee.

## B. SECURITY OF INMATES

Inmates' files are of a confidential nature. Contractor's employees will be allowed access to these files only as needed for their duties related to this Contract and in accordance with the rules and laws established by the State of Wisconsin. Contractor will honor all policies and procedures for safeguarding the confidentiality of such data.

## C. COUNTY RESPONSIBILITIES

In addition to specific agency responsibilities set forth elsewhere in this contract, Sheboygan County will:

1. Furnish interviewing space in the Sheboygan County Jail and telephone

services for contractor's staff members engaged in the program for the duration of contract.

2. Provide reasonable access to personnel, data and reports as are currently available and legitimately needed for the conduct of the Pretrial Services Program. This includes a daily listing of all newly charged defendants and daily listing of all defendants detained in the Sheboygan County Jail and Sheboygan County pretrial inmates detained in other jails.

4. Provide for the fixed and ancillary equipment required by the program to include desks, chairs, filing cabinets, table, facsimile, telephone answering (or voice mail) and related office furnishings. Provide use of photocopier when necessary.

5. The County agrees to provide Contractor with space on the County network server to store Contractor's software application, related word processing documents, and connectivity to the Internet, solely for the purposes of fulfilling Contractor's program obligations. Contractor will provide computer hardware and software applications and will be responsible for any and all maintenance and upgrades of such hardware and software.

#### D. DELIVERY AND OWNERSHIP OF REPORTS AND WORK PAPERS

All reports and data provided to the contractor by the County for this program and all reports and working papers produced by the contractor during the duration of this contract shall remain and/or become the property of the County, and contractor shall, on request, deliver such data, reports and working papers to the County.

The County shall have the right to use such data and information for any public purpose without any compensation to the contractor in addition to that provided herein.

Contractor retains ownership of any and all software applications written by Contractor.

#### E. CONFIDENTIALITY

Contractor acknowledges that information disclosed concerning the County's operations during performance of the contract is confidential and/or proprietary to Sheboygan County, and shall not be disclosed to third parties without Sheboygan County's prior written consent.

Contractor shall establish and maintain procedures and controls for the purpose of assuring that no information in its records or records obtained from

Sheboygan County or from others in carrying out its functions under the Contract shall be used for purposes other than program purposes or disclosed by it without authorization. Sheboygan County reserves the right to review such procedures to ensure acceptability to Sheboygan County. Persons not part of the program or Sheboygan County requesting such information should be referred to Sheboygan County.

Contractor will ensure the security and integrity of data and criminal justice records queried through any of the County's manual or automated case management systems, and will not disclose access ID's provided to contractor for query purposes.

#### F. REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work. Sheboygan County may require in writing that the contractor remove from the job by this contract, employees who endanger person or property or whose continued employment under this contract is inconsistent with the interests of Sheboygan County, as determined by the Sheboygan County Sheriff's Department.

#### G. CONTRACTOR'S COOPERATION

Contractor will maintain regular communications with the Sheriff's Department Inspector, Clerk of Circuit Court, the Judges, the Court Commissioners, District Attorney, and the Jail Administrator and will actively cooperate in all matters pertaining to this contract.

#### H. INDEPENDENT CONTRACTOR

Contractor will at all times act and perform as an independent contractor, and in no sense will it or its staff be considered employees, agents, or volunteers of Sheboygan County. Staff will be subject to all rules and receive all benefits outlined in the contractor's Personnel Policy.

#### I. INDEMNIFICATION

Contractor will agree to indemnify, hold harmless and defend Sheboygan County, its officers, agents, and employees from any and all liability, including claims, demands, losses, costs, damages, fees and expenses of every kind, for damage to persons or property including without limitation, claims arising out of state or federal anti-discrimination laws, which either arise out-of, in connection with, or occur during the course of this Contract, where such liability is founded upon or grows out of acts, errors, or omissions of any agent or employee of Contractor.

## J. INSURANCE

Contractor agrees that it will at all times during the terms of the agreement, keep in force and effect Professional Liability Insurance with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate for itself and its employees providing service under this agreement. Such insurance will remain in force for two years after the agreement is terminated. General Liability Insurance providing a minimum of \$1,000,000 in coverage will be maintained. In addition, Worker's Compensation and Employer's Liability Insurance will be maintained during this agreement for staff associated with this project.

Contractor will furnish Sheboygan County with a Certificate of Insurance, listing Sheboygan County as an additional insured certificate holder, and upon request, certified copies of its required insurance policies. Sheboygan County will be given a thirty (30) day advance notice of cancellation or non-renewal during the term of the agreement.

## K. AUDIT AND OPEN RECORDS LAW

Pursuant to the applicable Sheboygan County rules and regulations, contractor understands that if requested by the County, it shall make available its business records relating to provision of services under the contract to the County auditors for purposes of an audit.

Contractor also agrees to comply with the Wisconsin State Open Records Law to the extent it is applicable to the contractor.

## L. TERMINATION OF CONTRACT

### A. By the Contractor:

Contractor may, at its option, terminate this Contract upon the failure of the County to pay any amount, which may become due thereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

### B. By the County for violations by the Contractor:

If Contractor fails to fulfill its obligations under this Agreement in a timely, proper manner, or violates any of its provisions, County shall thereupon have the right to terminate this contract by notification specifying the alleged violation and an effective date of termination. The County retains the right to cancel said termination notice or delay a notice of termination date by means of a revised notice if the contractor remedies said violation or otherwise establishes appropriate procedures to avoid future violations.

In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Agreement.

#### C. Unrestricted Right by County

County further reserves the right to terminate this Agreement at any time for any reason by giving Contractor thirty (30) days written notice by certified mail of such termination. The County retains the right to cancel said termination notice or delay a notice of termination date by means of a revised notice. In the event of said termination, Contractor shall reduce its activities thereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies if the Sheboygan County Board of Supervisors fails to appropriate sufficient or additional monies required for the completion of the Contract.

#### M. SUBCONTRACTS

Assignment of any portion of the work by subcontract must have the prior written approval of the County. Contractor requirements and restrictions herein shall also apply to the subcontractor.

#### N. ASSIGNMENT

This Contract shall be binding upon and inure to the benefit of the parties, and their successors; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

#### O. CONFLICT OF INTEREST

Contractor during the period of this contract shall not hire, retain, or utilize for compensation, any member, officer, or employee of Sheboygan County or any person who, to the knowledge of Contractor, has a conflict of interest.

#### P. FURTHER ASSURANCES

Contractor and Sheboygan County agree that each of them shall and will, upon the reasonable request of the other, make, do, execute, or cause to be made, done, or executed, all such further and other lawful acts, deeds, things, devices and assurances whatsoever necessary to give effect to this Contract, the terms and conditions herein.

#### Q. NOTICES

Any and all notices shall be in writing and deemed sufficient if sent by the United

States Postal Services as certified or registered mail, return receipt requested, addressed to the appropriate party at their business address as identified below.

**R. MODIFICATION OF CONTRACT**

This contract may be amended or modified at any time by mutual written consent of the parties.

**S. TRAINING AND STAFF DEVELOPMENT**

WCS shall determine the best and most appropriate use of this budgeted line item in accordance with the best interests of the program.

**IN WITNESS WHEREOF,**

CONTRACTOR AND SHEBOYGAN COUNTY CAUSE THIS CONTRACT TO BE EXECUTED FOR AND ON THEIR RESPECTIVE BEHALF AS OF THE DATES HEREINAFTER SET FORTH.

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FOR SHEBOYGAN COUNTY

FOR WISCONSIN COMMUNITY SERVICES, INC.

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Vernon Koch  
Chairman, Sheboygan County Law  
Committee

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Clarence Johnson  
Executive Director  
Date:

Date:

3732 W. Wisconsin Ave, Suite 320  
Milwaukee, WI 53208

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Witnessed by:  
Todd Priebe  
Sheboygan County Sheriff  
Date:

Sheboygan, WI