

HAND COUNTY SHERIFF'S OFFICE
Public Safety Dispatch & Emergency Management
415 West First Avenue, Suite 102
Miller, South Dakota 57362-1371

Newsletter & Commission Report
May 2014

PERSONNEL & TRAINING

- **Colleen Peterman** has reached her one-year anniversary. Colleen does great work for the office in the evenings and I expect that to continue. Colleen presently makes \$9.40 per hour. With this anniversary I would like to raise her one step of \$0.25/hour to \$9.65 per hour. Colleen works up to 19 hours per week, all after 5 P.M.
- Last month I reported that I have two applicants for the open deputy sheriff's position. At the end of the meeting you stated you **want a contract** to seek recovery of the expenses we pay for uncertified officers who we hire and attend school. I asked all the sheriff's and got one response from Spink County. They do not seek recovery of wages, just supplies and equipment. We own the supplies and equipment so we don't really "lose" anything on this front.
- I asked the states attorney for assistance but the reference he gave me proved fruitless as it was a contract for countywide law enforcement, not what we were looking for.

Training:

- Deputy McGawley and dispatcher Tammy Hofman toured the dispatch centers at Huron State Radio and Huron 911 operations. These two separate facilities both serve our office in some fashion and having knowledge of their operations helps us in our operation.
- We completed training on doing our accident reports "online" through a program called TRACS. We hosted the training in the courthouse for ourselves, the Miller Police Department and the Jerauld County Sheriff's Office. The new process seems to be more efficient then the pervious method. We were provided four Panasonic "Toughbook" laptops to use in the vehicles. These recycled computers have the program on them which is a great tool. When the computers stop being useful, we will have to return them.
- We will have annual TASER training this month. The Miller Police Department has the training officer so we will not have to travel.
- Deputy McGawley attended a "criminal interdiction" training session in Mobridge this past month. This training focuses on detection and apprehension of criminals / criminal behavior during roadside / field interviews.
- I attended the sheriff's conference in Deadwood. We had several great training sessions, the two main sessions focused on "lost prevention" or how to mitigate potential liabilities before the event occurs. Our insurance provider provided the speaker for one course on reducing vehicle accidents / fatalities in law enforcement and the other was Gordon Graham, a national expert on personal & personnel issues. Clearly, after hearing these presentations, we have issues to resolve in the sheriff's office and county wide. Frankly, the main issue for liability issues later is a lack of proper recruiting, training and discipline in staff.
- It is clear that a more comprehensive office policy manual is needed.

Policy Manual:

- No activity

EQUIPMENT

SECURITY: We are going to try and take the vehicle cages from our old vehicles and a cage I was given by the Miller Police Department to fabricate a cage for one of the current vehicles. This recycling should save us money and reduce the waste of the older cages. I hope to have this project completed in May.

There are several companies that produce holding cages for short term detentions. Everything from one person "phone booth" style containers to multiple person units. The expense of the items varies depending on mounting style, size and construction. I hope to resolve this issue in May also.

The "load test" of the generator will be another issue we hope to resolve in May. Each office should develop a plan or policy on how to secure their electronics when adverse weather is forecasted. The lost of data and data storage can cost considerable dollars and time when failures occur.

GLOCK, the manufacturer of our duty weapons is interested in doing a quote to replace our firearms for new handguns. GLOCK was at the sheriff's conference and indicated that in most cases they can take old firearms in trade and put departments into new weapons for about \$100 a weapon rather than \$400 a weapon. Our weapons are about 11 or 12 years old as the records are not real clear. I will be submitting a request to GLOCK for an appraisal.

GRANTS

The 2013-2014 Highway Safety Grant : We submitted for the 2014-2015 grant period to pay for overtime and alcohol enforcement. We did not request any "equipment" this year.

BVP / Vest Grant: I will be re-applying with the program opens again. Presently all of our vests (2) are out of date and facially invalid. This is a liability we can mitigate by purchasing the vests without the benefit of the grant. Each vest is about \$600-\$800 depending on vendor and security level.

2009-2014 COPS GRANT program: I submitted the last quarterly report which reflects the position has been open since November of 2013.

Courtroom Security Grant: I will purchase the camera system for the courtroom soon and hopefully get it installed soon.

IMPORTANT ACTIVITIES:

My **YEAR TO DATE** activity report is attached to this newsletter. This information is also uploaded to the sheriff's page on the Hand County Website. It can be reviewed at any time.

NECOG

I attended the NECOG Development Corporation meeting on April 23, 2014. It was a good meeting but as normal, there are no applicants from Hand County.

More information can be found at www.necog.org. I encourage you to visit the NECOG website.

Hand County Sheriff's Office, Report of Monthly Activity (2004 to Present)

Activity by period:	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014 (Year to Date)		
Case Reports / Responses	456	480	483	306	488	553	461	558	580	416	127		
Sheriff's Returns (Process Served)	234	207	254	260	262	391	246	260	199	204	99		
Pistol Permit Applications	76	78	80	98	99	109	105	100	145	180	37		
Accidents (No injury)	115	97	101	87	90	98	101	99	112	76	14		
Accidents (w/Injury)	7	11	13	1	2	10	12	10	13	11	4		
Accidents (w/Fatality)	4	1	0	0	3	0	0	0	1	2	0		
Traffic Tickets Issued	77	84	67	61	16	51	107	157	87	132	20		
Traffic Warning Tickets Issued	60	23	40	28	10	25	138	268	117	341	17		
Writs of Execution / Judgment	40	30	24	25	28	43	51	71	69	46	44		
Distress Warrants for Taxes	2	2	2	5	2	3	4	6	5	4	1		
Unattended Deaths	4	2	2	0	3	3	3	2	4	2	0		
Hand County Warrants Open			44	2	50	55	62	54	51	57	56		
Totals	1075	1015	1110	873	1053	1341	1290	1585	1383	1471	419		

Persons in Held in Jail or Detention

Adult Prisoners	50	41	4	6	20	18	0	21	17	13	3		
Juveniles in Detention	2	0	2	0	1	2	1	0	1	0	0		
Prisoner Days	675	855	774	186	-	-	-	180	UNK	288	105		

Financial Report

Accounts Receivable to Jail	\$14,515.00	\$21,202.12	\$28,377.12	\$27,409.62	\$27,437.12	\$28,907.12	\$30,753.80	\$1,125.74	\$1,375.74	\$1,065.74	\$815.74		
Jail Restitution Received	\$2,820.00	\$4,325.00	\$3,545.00		\$4,805.00	\$1,980.00	\$1,413.62	\$1,820.00	\$350.00	\$1,885.00	\$1,000.00		
Revenue from Sheriff's / Other fees			\$4,153.18	\$4,730.76	\$4,166.51	\$6,662.54	\$5,055.89	\$4,553.75	\$3,305.01	\$3,901.23	\$1,297.65		

Accident Damage Information (Does not include medical expenses)(Sheriff's Office Only)

2004 Vehicle Accident Property Damage	\$351,357.60												
2005 Vehicle Accident Property Damage	\$344,269.90												
2006 Vehicle Accident Property Damage	\$439,364.90												
2007 Vehicle Accident Property Damage	\$396,975.67												
2008 Vehicle Accident Property Damage	\$280,457.52												
2009 Vehicle Accident Property Damage	\$433,199.00												
2010 Vehicle Accident Property Damage	\$394,084.34												
2011 Vehicle Accident Property Damage	\$384,380.41												
2012 Vehicle Accident Property Damage	\$490,103.99												
2013 Vehicle Accident Property Damage	\$282,716.57												
2014 Vehicle Accident Property Damage	\$105,007.11												

When "UNK" appears this is because the records can not be validated yet. Some records were maintained correctly or information was loaded in the wrong area.

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AGREEMENT FOR REIMBURSEMENT FOR COST OF UNIFORMS, TRAINING & EQUIPMENT IN THE EVENT OF RESIGNATION

I, _____ understand and agree that in consideration of my employment by the Hand County Sheriff's Office that I will reimburse Hand County for all costs and expenses related to my training to become a law enforcement officer. These would include: 1) reimbursement for any costs incurred by Hand County for the purchase of body armor, uniforms, leather, and any costs, wages, to attend the 13 week law enforcement training classes at the Law Enforcement Training center in Pierre.

Costs and expense reimbursement are subject to the following terms and conditions:

- (1) I, _____ understand and agree that the costs and expenses incurred by Hand County for this Agreement is illustrated in item 1-A_ and that I will repay this amount pursuant to the above referenced terms and conditions. Any amount owed by me by to Hand County, pursuit to this Agreement, may be deducted from any sums owed by Hand County to me at the time of my resignation.

1-A: Wages:	13 weeks at 40 hours per week @ \$13.07 / hour:	\$ 6,796.40
Overtime:	13 weeks at 4 hours per week @ \$19.61 / hour:	\$ 1,019.46
Benefits:	South Dakota Retirement (8% employer)	\$ 625.27
	Social Security & Medicaid (0.0765 employer)	\$ 597.91
	Health Insurance Coverage (\$764.66 / month)	\$ 2,294.00
	Vision and Dental Insurance (\$35.17 / month)	\$ 105.51
	Total wages & benefits:	\$11,544.06
Travel:	13 round trips to Pierre (73 miles x 2 x \$0.43/mile)	\$ 816.14
	Total investment to be recovered:	\$12,360.20

If the training takes place after the sixth month increase of \$0.50 per hour, all figures calculated above will increase proportionately.

- (2) In the event I voluntarily resign from the Hand County Sheriff's Office during the year of employment as a Deputy, I agree to repay 100% of the costs and expenses incurred by Hand County.
- (3) In the event I voluntarily resign from the Hand County Sheriff's Office during the second year of employment as a Deputy, I agree to repay 66% of the costs and expenses incurred by Hand County.
- (4) In the event I voluntarily resign from the Hand County Sheriff's Office during the third year of employment as a Deputy, I agree to repay 33% of the costs and expenses incurred by Hand

County.

- (5) After the completion of my third year of employment, I will not be responsible for the listed reimbursements unless I am separated from employment with the Hand County Sheriff's Office due to misrepresentation on my employment application.
- (6) This Agreement does not constitute an employment contract and this Agreement does not grant me any rights or benefits from Hand County.
- (7) This Agreement does not require the Hand County Sheriff's Office to offer me a position as a Deputy Sheriff.
- (8) This Agreement does not limit or affect any discipline up to and including termination that may be imposed during the period of the Agreement subject to the grievance procedures.
- (9) Upon successful completion of the South Dakota Law Enforcement Officer certification process, academy attendance or reciprocity, this Agreement does not alter or affect any other terms or conditions of my employment with the Hand County Sheriff's Office.
- (10) If it becomes necessary to enforce this contract and judgment is entered against me, I will pay all costs and expenses incurred by Hand County including reasonable attorney fees.
- (11) The terms of this Agreement are only enforceable if the employee voluntarily resigns to accept employment with another law enforcement agency, regardless of duration of said employment at the subsequent agency.
- (12) The Hand County by and through it's county board of commissioners may waive or reduce any amount owed by the employee pursuant to the Agreement if the board of commissioners deems extenuating circumstances caused my resignation.

Employee _____ Date _____

Witness _____ Date _____

Comments:

Gentleman,

I got this format from Spink County. They were only one of two agencies who responded to my request. This is not a common practice apparently. I had asked Elton Anson to retrieve a copy he said he had access to but never got. Last week he suggested I call a Mr. Johnson in Lemon. Mr. Johnson tried to furnish me with a contract for county-wide law enforcement.

Because of this delay, I am weeks behind in my plan to offer employment to one of the two applicants, mainly because I don't know if I can make an offer without disclosing this contract ahead of time and can I offer employment without the commission adopting this contract or opting not to exercise it.

In Spink County the sheriff was told by the states attorney that they could not recover wages but I don't understand why so I put them in this contract. The Spink County contract talks about equipment and uniforms which have not been an issue here because we recycle the uniforms and we maintain ownership of the equipment.

My concern is that by trying to recover all of the wages while the employee is in school will be a deterrent to taking an offer of employment. It is a "heavy cross to bear", so to speak. Additionally I believe that it sets a value on the education given at the academy and thus implies the employee becomes a better commodity after they graduate but yet we don't recognize that value in his/her paycheck. We grant \$0.50/hour for being certified. Spink County uses \$1/hour as their differential. Some agencies go as high as \$3 / hour and several larger agencies use a formal I cannot explain.

Another perspective on this concept is whether it is applied to a certain group (deputy sheriff's) and not other employees, thus creating a disparity. The disparity can be justified by saying that no other employees need this level of training which can be the same argument for paying them more to begin with since their requirements for employment are disproportionate to the other employees.

In short, I still believe that if we paid better we could retain employees and/or recruit better applicants rather than, as was said, "bottom feeders".

Patrick is in contention for employment in Mitchell as a 911 operator, a job, if he takes that would exempt him from this contract if it were to be applied that way. It is a step down in his career but an increase in pay of (Mitchell 911 operators start between \$17 and \$19 / hour). Our dispatchers at \$8.85 and current earn \$9.40 / hour and have all the other duties from consolidating three separate jobs into one job called "office manager". We are clearly behind the ball and that supports recruiting "bottom feeders".

After speaking to Commissioner Wangsness, maybe the amount is wrong, too much, maybe it should be half, maybe a third maybe it should be two years, not three. Maybe it should be applied to all employees since there has also been turn over in the Registrar of Deeds and Custodian offices as well.

Jim Keeter is employee 24 and Austin Heuttl was employee 60, that is 36 employees since about 2001. Some of these are part-time employees so that number is fluid.

Personally, with what we pay, I do not support this contract idea even with the expense of recruiting and training an officer to certification. I see our problem as low pay compared to other occupations and other agencies.

If we could attract and retain good employees we would have need of such a contract. From a historical perspective these are (enforcement) employees I could search who stayed greater than three years:

Doug DeBoer (20 years)

Rich Ohm (five years)

Kurt Hall (five years)

Lee McPeck (about 3 years)

Jerry Miller (four years)

Chuck Fechner (13 years as sheriff) unknown as deputy

This is a short list.