

**RILEY COUNTY LAW ENFORCEMENT AGENCY  
LAW BOARD MEETING  
City Commission Meeting Room  
1101 Poyntz Avenue  
Manhattan, KS  
September 18, 2017 12:00 p.m.  
Minutes**

**Members Present:** Craig Beardsley Mike Dodson  
Usha Reddi Marvin Rodriguez  
BeEtta Stoney Barry Wilkerson  
Ben Wilson

**Absent:** Captain Hooper

**Staff Present:** Director Schoen Assistant Director Doehling  
Captain Fink Captain Hegarty  
Captain Kyle Captain Moldrup

**Recorder:** Kathy Carpenter

**I. Establish Quorum:** By Chairman Beardsley at 12:00 p.m.

**II. Pledge of Allegiance:** Director Schoen led the Law Board in the Pledge of Allegiance.

**III. Consent Agenda:**

- A. Approval of Minutes
  - a) August 16, 2017 Special Law Board Meeting
  - b) August 17, 2017 Special Law Board Meeting
  - c) August 21, 2017 Law Board Meeting

Usha Reddi sought information regarding the receipt of crime statistics within the packets.

Director Schoen explained the crime statistics are quarterly reports and the person that prepares those reports, that position was filled. AD Doehling informed the Director, crime statistics were discussed last month. Director Schoen will check when the next set of statistics will be presented to the Board.

Public Comments: None

- B. Approve 2017 Expenditures/Credits
- C. Juvenile Transport Reimbursement
- D. County Inmate Medical, Facilities, Maintenance & Repairs Expenditures- (*Review*)
- E. Riley County Jail Average Daily Inmate Population- (*Review*)

Barry Wilkerson moved to approve the Consent Agenda as presented. Michael Dodson seconded the motion. Beardsley polled the Board and the motion passed with Beardsley, Dodson, Reddi, Rodriguez, Stoney, Wilkerson and Wilson voting in favor.

The motion passed 7-0.

#### **IV. General Agenda:**

**F. Additions or Deletions: Item is moved to October meeting.**

**G. Public Comment: None**

**H. Fraternal Order of Police Lodge #17 Comments:** Brian Johnson, President, Fraternal Order of Police (FOP) Lodge #17.

No comments today. Brian Johnson forwarded an email to Director Schoen

Director Schoen requested the board replace two documents provided within the packet with the documents at their seats. Specifically, Resolution No. 17-04. This document is intended to replace the identical document within the packets, simple typos such as spelling and a comma. In terms of content or what the document actually does, there is no substantive change. The second document is title 'Worker's Compensation Funding Agreement'. There are some changes to that document, more explanation will follow.

**I. Board Member Comments: None**

**J. Community Advisory Board Update:** Steve Logback, Chairman, Community Advisory Board (CAB), briefed the Board on the CAB activities to date. Logback provided an update on membership stating currently 9 members involved with one recent addition, KSU Student P.J. Hofinger. Logback added, this position is a challenge to keep filled and the board is very pleased to have the student perspective. Floyd Rogers recently resigned due to relocation and the board is looking to fill this position. Something the Community Advisory Board is always looking to do is to have a good cross section of a variety of businesses, geographic location and cultural members. This is the 8<sup>th</sup> year of the CAB and we have been focusing re-examining the mission of the board.

The Community Advisory Board exists to provide a community perspective in advising the Director on issues, problems and policies. To assist the department in improving the communities understanding of the police function and role. To assist the department in providing meaningful communication between the police and the community. To advise the department on ways of improving the effectiveness of police operations. To identify community needs and issues for consideration and appropriate action.

Our mission is to provide the most beneficial information to the Director and law enforcement as a whole to improve the needs of the community. The board meets on a monthly basis. The first Tuesday of each month from 11:30 a.m. at Bluestem Bistro in Aggieville. We've had active participation from the community and want to make sure we continue to have that. We provide time for public comment at the beginning of each meeting. Invites anyone to attend.

Some the recent guests and topics we've had Jennifer Green from the County Health Department. There is a very strong collaboration between the Riley County Health Department and the Riley County Police Department. We are very proud of that and want that to continue. One subject we addressed was the return of prescription drugs. Another subject was the co- mental health responders now a part of Riley County Police Department. The new Public Information Officer at RCPD, Hailey Rowlands. Very pleased in her short tenure here her ability in communication through social media and varying media. She is fulfilling the mission of the board, communication, keeping it strong.

Beardsley - thanked Mr. Logback for the report. You touched on one of the topics making sure all of the county is represented and heard from. He inquired which area is the most difficult to get involvement geographically?

Logback – North County is one area we struggle with participants but I'll defer the question to Director Schoen.

Director Schoen- yes, North County has been a challenge. We have someone currently on the board and will be resigning. We encourage average 'joe citizen' to participate. We have people tied to the business community, K-State community, Aggieville community. It would be interesting to have a couple people on from the taxpayer perspective. If anyone knows of someone interested, please let us know and we will contact them.

Logback - Anyone is welcome to attend the meetings. Provided thanks to the County Commissioners.

Reddi – Commission McCulloh has been working hard on establishing a procedure for the disposal of expired medications. Has a date and time been set?

Director Schoen – actually Captain Hegarty has been working on that process.

Captain Hegarty – this is through the Drug Enforcement Administration. The event will be held on Saturday, October 28, 2017 from 10am – 2pm at two locations. The Law Enforcement Center and the Manhattan Town Center. As the date approaches, we will get the news out in social media to make sure everyone is aware of the upcoming event.

Reddi – this is mainly for expired medication as opposed to disposing in your toilet or trash.

Hegarty – yes, and we'll put that out as well because there are a few exceptions the DEA will not allow and we will inform the public as well.

Dodson - inquired if sponsor help is needed to get advertising or how do you reach as much public as possible?

Hegarty – we have a very robust social media outreach.

Reddi – suggested Meadowlark and the Senior Center

Beardsley – thanked Mr. Logback to help our community.

**K. 2017 Police Vehicle Purchase:** The Riley County Police Department utilizes the City of Manhattan's Vehicle Replacement Index (VRI) rating scale for vehicles. The Department has

examined the current fleet to determine which are in need of replacement according to the VRI. Captain Hooper recommended using City's replacement index, when we hit the index over 30; selected 7 vehicles to replace; the eighth vehicle is a training van; if enough funds in regular budget at year end we will look at replacing that one at that time.

Reddi – looking at 2013 Ford Taurus with a score of 31 and 123,000 miles, please explain.

Hooper – it was a patrol vehicle/front line vehicle driven 24 hours a day, 7 days a week. We are having problems with it and propose to trade it out and will replace with a front line patrol vehicle and put a new vehicle on line for the guys on the street; take the old vehicle off the street and make it a staff vehicle and rotate this vehicle off to go to auction.

Reddi – thank you

Dodson – something was mentioned about the equipment change-over and I know you have money in the budget. Do you change out items and put in new things or swap out?

Hooper – most of the time it's a swap out; most of the equipment is swapped out one for one. We can pull out such things as the siren boxes and pop into a new vehicle. A lot of vehicles we have coming off line are Fords. The Explorers we're replacing with other Explorers. Sometimes some equipment doesn't transfer over easily when we replace a Taurus with a Dodge Charger. Minor additions/modifications are required.

Dodson – in the City program, one of the things discussed was the impact of the auction. Is the auction return amount already factored into the total?

Hooper - We don't factor in the budget line item the auction 'get back'. What will happen at this point you will see it as a budget credit at the end of the year and sometimes that is leftover money that we can maybe use, in this case, to purchase the Dodge Caravan at the end of the year for a training vehicle.

Dodson – thank you

Dodson moved to approve the purchase of 7 vehicles with the possibility of an 8<sup>th</sup> vehicle purchased at the end of the year. Wilkerson seconded the motion. Beardsley polled the Board and the motion passed with Beardsley, Dodson, Reddi, Rodriguez, Stoney, Wilkerson and Wilson voting in favor. Approved 7-0.

#### **L. Radio Infrastructure (Purchase of RCPD Radios):**

Schoen – there has been many discussions regarding the radio infrastructure upgrade. Included in those discussions is the need for an agreement between the agencies who will be using the infrastructure. When speaking of the infrastructure, we're talking about the hidden portion of the system which allows all agencies to communicate as distinguished from the individual radios. If the County Commission agrees, they will be responsible for the infrastructure but not the individual radios that user groups use. The primary four user groups encompass Manhattan Fire Department, Rural Fire, EMS and Riley County Police Department. Other agencies could be added to the infrastructure but those individual users would be responsible to purchase their own radios. I want to explain to the County Commission why the package they are being asked to pay for includes those radios. The answer to that question is because you can only get the credit that Harris is willing to give us, the write

off, if everything was bid and purchased at one time. The question then becomes, how to work out an arrangement whereby the County is responsible for the infrastructure but the users are responsible for their own individual radios. The answer to that question is an inter-local radio agreement. The agreement is in draft form and it doesn't only address the issue involving the radios but it also addresses who is in charge of the infrastructure, who gets to make decisions regarding the infrastructure, which is the County on the last page of the book, so they ultimately have control over the infrastructure. The agreement also addresses new user groups directing the new group to the specific type of radio to purchase to join the infrastructure. This agreement is designed to lay out all ground rules for each agency using the infrastructure deal with that and set up the group through which the Emergency Service director, currently the 911 committee, recommendations come to the County how we manage issues with respect to the infrastructure in the future. We, Pat Collins and I, plan to have the inter-local agreement ready next month for your review. I provided the background today so when you see the document in your packet next month you'll have a general understanding what the document is trying to accomplish.

Beardsley – this is a valuable document to put into place because if we don't have something to enforce or dictate the system, the radios, then we end up conceptually with a system, even though it is supposed to work together, it doesn't. We've all seen circumstances when they don't. I believe it is important to have the agreement in place and I would think we would all support the document.

Reddi – inquired about the radio infrastructure unit, that the County will fund the towers what is the cost associated?

Schoen – if you're asking about the towers/infrastructure, there is spreadsheet that breaks out all costs. It is a County document and I only saw it once and don't recall the costs associated to the towers. It is not an inexpensive proposition. I believe it was approximately \$10.8million.

Rodriguez – yes, if we bought it outright, it would be approximately \$10.8million. Half of the cost is the radios and the other half is all the repeaters and towers. We need an agreement in place with EMS, Manhattan Fire Department, Rural Fire Department and the Riley County Police Department as well as any other entity wanting to be involved. As Director Schoen stated, the purchase of the radios with the infrastructure will be cost savings to the entities wishing to participate as well as save the County money. We are currently looking at several options regarding the towers and may build them ourselves. It is a very expensive grant that we would incur. If we finance it, it will cost almost \$12.5million so we are looking at various means of funding.

Reddi – What is the time line? Is Kansas State University Police and NBAF included? Will they purchase the radios?

Rodriquez – KSUPD will buy the radios if they wish to be included in the agreement. We are also looking at improving dispatch so when someone needs assistance, it will be directed to the proper entity. NBAF – if they do have a problem they will bring the individual to the front door and don't have as urgent a need for radios.

Schoen – everything Commissioner Rodriguez said is correct. Late last week we received an initial inquiries from NBAF expressing some interest in the system now that they understood it was 800mh. I know nothing more than that at this point. We'll have to see where that goes and it will be organized through Pat Collins. The cost of the purchase of the radios for the police department alone is approximately \$900,000. By purchasing the infrastructure and the radios at the same time, part of the

right off goes toward the infrastructure and part goes toward the radios. The right off cost for the radios for RCPD reduced the cost to \$700,000 plus. The goal is to get the agreement finalized and let all the emergency service providers know this is really going to happen allowing all agencies to begin planning for their purchase of the radios with the possibility of four budget cycles which would be much easier than two or three budget cycles. It is definitely a cooperative agreement with the County and some of it will be placed on hold until they decide how they wish to proceed on the system itself.

Dodson – how many radios are needed?

Schoen – RCPD will need 150 portables and 50 mobiles, the biggest user on the system. Next is MFD, which may have the need for a third or a half of RCPD use.

Dodson – At some point in time, I would like to see the spreadsheet. The radios and the infrastructure cannot be a 50/50 split if 200 radios cost \$700,000.

Schoen – It is not. Since the spreadsheet is a County document, I will check with Tami to request if it can be forwarded to all Law Board members for review.

Dodson – Part of the rationale is when we purchase the radios for the police department, the fire department and EMS, it will end up being an 80/20 split on the operational side. The City will need to know the cost affecting the city.

Schoen – As it relates to RCPD, the 80/20 split is correct. The City will pay the cost of MFD radios but none of EMS or Rural Fire because they are County agencies.

Dodson – on the inner operability accommodating RCPD, EMS, MFD and Rural Fire is based upon the 800mh, there is concern about a big event where state or federal agencies could be involved. Will this system accommodate those agencies as well?

Schoen – Pat Collins could probably answer your concerns as we talked about this at the emergency services meeting. Let's first look at the overload of the system. This system will be much better at handling large numbers of people using these frequencies. A situation that might overload the system is if something were to happen at the stadium on a game day or possibly fake patty's day where there are more people involved than anticipated. There is that potential but any system could have these issues. Pat is attempting to structure the system to do what we know we need here along with what we could need with any large scale event. There is a possibility that some disaster takes place and the anticipated number of users on the system could overload the system. Yes, it is inner operable. We need to determine what the mechanism is to tie into the state system and how. This subject is under discussion.

Dodson – Does the State use 800MHz?

Schoen – yes

Dodson – When this subject was first discussed, some the issues we were trying to solve is the dead space. I assume the analysis has different solutions to dead space based upon the amount spent on infrastructure. In other words, the cost to get you where you are now to include no dead space at all when inside buildings would be extraordinary.

Schoen – Yes, The Manhattan Mercury wrote an article about Harris Radios but the article was like comparing apples to oranges. It does cost more money to increase coverage. The coverage level that we settled on is 95%, estimates vary where we are now but it's less than 75%. Building have been an issue in the past so one of the things we did was identify critical buildings around the county, approximately 40-50 buildings, and one of the specs out of the bid package is that we had to have communication out of those buildings. We tried to address the problems with the current system. It is not going to supply 100% coverage but it will be a vast improvement over the current system and the cost would be astronomical to get 100% coverage. We settled on trying to make it work for everyone and be as cost effective as possible which is why we choose 95%. The cost is relative to the coverage. If we chose more coverage, the cost would increase. If we chose less coverage, we would be right where we are now.

Dodson – I wanted to run through that analysis particularly for the public.

Beardsley – When this comes before us next month will we have a spreadsheet to outline the costs so we know what the division is?

Schoen – Yes, we have the spreadsheet and I will confirm with Tami at the County that we may share the related costs.

#### **M. Workers 'Compensation Self-Insurance Certificate Renewal:**

Schoen – explained the issues involved in workers' compensation self-funding insurance. The process this year was more frustrating than last year. Mr. Gillespie will go over Resolution No. 17-04 and the Workers' Compensation Funding Agreement, the two documents I spoke about included in your packet. Schoen added he contacted Chairman Beardsley and some others and we discussed getting our local elected officials involved in this matter. Last week I communicated with Tom Hawk, Tom Phillips and Sydney Carlin, two of the three met at the Law Enforcement Center in an effort to schedule a meeting with the Secretary of Labor in Topeka to try to resolve the difficulty of this process because time is running short. RCPD certificate expires at the end of this month. If we don't get it renewed then we must buy workers' compensation insurance on short notice which will not be an inexpensive proposition. The police department now has \$1.1 million in that fund. The City, County and the RCPD reserve fund, we believe should now rightly be absolved of any earmarks and I don't think there is many hurdles in making this happen in terms of making us responsible in doing what we need to do. I just received an email as sitting here and it appears there is a meeting scheduled for Friday, September 22, 2017 with the Secretary of Labor to try to take up some of these difficulties in hopes we don't hit any last minute hurdles. The individual in charge of reviewing this has opted not to review anything and give us any input until after all the documents are voted on. The last of the documents should be voted on today by you all if found acceptable. Tuesday night, September 19, 2017 where the City Commission must approve a Guarantee Agreement and there was one of those last year, and then on Thursday, September 21, 2017, the Board of County Commissioners will review for approval. If that all comes to pass, I spoke with Captain Hooper and we will be driving those documents to Topeka on Friday, September 22, 2017.

Gillespie – I can tell you with certainty, the impediments that have been thrown up out of Topeka on the renewal of this certificate have actually been more numerous than the Director mentioned. I say this to reinforce the level of difficulty this process has become. We envisioned this early on as an easy recertification of the self-insurance employer status that involved nothing more than taking the documents we had last year and changing dates but that is not the case. There were many hours put

into the development of the three basic documents that drives the recertification. Mr. Holeman, Ms. Jackson, and Mr. Manges have been very instrumental in this process with many hours involved. The board is primarily concerned with two documents which you have in front of you. One is Resolution No. 17-04 which is the main facilitating document as a board should you approve the form and the substance will enable Mr. Beardsley to sign off on whatever documents necessary to receive the self-employment recertification. The funding agreement is the one document that the City, County, and Law Board are all parties to. It outlines their respective obligations and the purpose of it is to create in the first instance requiring RPCD / board is the entity to pay all claims in workers compensation and expenses. In the unforeseeable event, RPCD would run out of money to do this, this is where the workers comp reserve fund, the emergency fund, and the city and county's monies come into play. Important in that agreement are some changes made Friday where workers comp expenses will be paid out of the line item for those expenses in RPCD budget. If for some reason that line item were exhausted, then the funding agreement obligates RPCD to look at other available funds within the budget itself. If those funds are exhausted then RPCD moves toward the workers comp reserve fund. That is the \$1.1million fund established at this point in time. If that \$1.1million is exhausted there are still outstanding workers' comp liabilities, RPCD emergency reserve fund is on the horizon and the funding agreement is drafted and would trigger the following scenario – The Law Board being advised there is no money left to pay the claims, would determine if that exhaustion and unavailability of funds constitutes an emergency which would qualify as an expenditure of RPCD emergency reserve fund. If the Law Board itself determines that that did not qualify as an emergency, then that will trigger the City and County's obligation to pay the then existing outstanding workers comp expenses for that year. The funding agreement presently drafted is quite clear that RPCD would not be required to spend down the entire emergency reserve fund because it is in place for a number of purposes. In that event, if that happens, the funding agreement says that the Board, the City and the County will sit down together and determine what dollar amount from the emergency reserve fund would be dedicated to pay the outstanding liabilities. Finally, if it had to go to the City and County reaching into their respective budgets to pay outstanding work comp liabilities that would remain with the 80/20 split. Importantly, there are provisions in both the funding agreement and the guarantee agreement that provide for termination of those agreements. The most important one is in the guarantee agreement which the Board will not be a party to and the guarantee agreement states that the City and County's obligations under all these documents will end at the moment that the Department of Labor, Division of Worker's Compensation were to decertify RPCD as a self-insured employer or if either the City or the County gives 60 days advance notice that either or both want to get out of that agreement. The reason you don't have the guarantee agreement before you is that it requires absolutely no consideration by you as a board. That's an agreement that only the City and County are parties to although it does have an impact on the Board if the City and County don't sign the guarantee agreement. Director Schoen has copies of the guarantee agreement if you need to see it. This has been a very fluid process within the last ten days. The State gave us late notice and continues to amend for lack of better term, what they are requiring. They made request after request and City, County and the administration within RPCD have done an outstanding job in making sure their response to the requests have been timely. The one fact that keeps surfacing, everyone involved in this including the three governing bodies are jumping through hoops to meet a last minute deadline not of their creation or RPCD creation. Assuming everyone signs off on all documents, we will submit those documents to the Workers' Compensation Division, Department of Labor on Friday, September 22, 2017. At that point, for the first time, the worker's comp folk will look at those agreements and see if it meets their needs. Worst case scenario, as Director Schoen pointed out, is that RPCD worker's compensation self-insured employer status does not get recertified by October 1, 2017. By law, we can't have a gap in work comp coverage so if the State decertifies, we must have worker's comp insurance in place at 12:01am on October 1, 2017.

Schoen – The original goal was to have RCPD supply all of the funds for the worker’s comp reserve fund, the \$1.1million, by the end of 2019. We reached that goal at the end of 2017. Captain Hooper would describe the present year as phenomenally good in terms of claims which is giving us the ability to put some extra money in there to take advantage of that and we took advantage of it at the end of last year as well. If we hadn’t been able to do that this year with the people in Topeka now saying they weren’t going to approve any earmarking plan as was the case last year, the entire plan would have fallen apart. Mr. Gillespie already mentioned this, everyone involved with the administration at the local government level, recognizes the value of this and the savings that resulted from it. The budgeted values last year and this year have permitted us to put that much money into savings after having gone onto this program. Assuming that we are able to get the certificate issued, as we prepare the 2019 budget for the first time, we should have a reduction in the worker’s comp line item. I don’t know exactly what it will be and I suspect it may not be as low in 2019 as it eventually is because at this point in time in terms of self-insurance we don’t have a long track record and it looks pretty good. I don’t think necessarily at the governmental level should always budget for the lows, you should budget for what is realistic. So we won’t have a long track record to base that on but we will work with insurance partners and try to figure out what is realistic in terms of a budget line item that we think we have a chance to permit us in paying the bills without dipping into the \$1.1million. Because if you dip into the \$1.1million, come next year at renewal time we will need that much, at least, there again. That is the thought for the future in terms of budgeting.

Reddi – I am thankful all agencies get along well enough to work through this process putting in countless hours. I have a question regarding number 1 on the agreement where it says now therefore the parties hereby agree as follows and you mention the emergency fund and that the Law Board would have to come to a consensus on if that would qualify as an emergency. In the past we talked about an emergency reserve fund. Would tell me once again how much we have in it? What your definition is of an emergency that we would consider and what that entails? It still says if we consider it not an emergency, 80% will need to be paid by the City. Before we sign off on this I would like to know what do we have and what do you consider an emergency?

Schoen – We have over \$700,000 currently in the fund and an emergency is something unplanned for and unbudgeted.

Gillespie – When the legislature created the emergency reserve fund it didn’t define the term ‘emergency’ and it’s generally thought of as something unforeseeable. Something you don’t sit around and do much planning for. An example, a tornado comes through and rips the LEC apart. We don’t budget for that, sure there is insurance but there would be some immediate costs involved that I would feel comfortable saying that ‘is’ an emergency. In this case, it’s clear we are contemplating the highly probable eventuality that somehow our worker’s comp experience in any given year would be so incredibly catastrophic that we would exhaust all these monies that were never exhausted before. If all those funds were exhausted, I would probably feel comfortable saying to the board at that time, sure we recognize this could be a possibility but it’s so improbable and catastrophic that that is a justified emergency.

Schoen – With respect to the 80/20, the discussion we had last year regarding the self-funding worker’s compensation initially with Topeka, statutorily, the City and County are obligated to pay 80/20 for our budget. We did not believe we needed a guarantee agreement based upon the statute. However, the State informed us, we want a guarantee agreement.

Reddi – The question is raised because I feel there is still room for interpretation for future Law Board members whether it's an emergency or not and I would rather have it clearly defined the definition of an emergency.

Gillespie – I can live with it from a legal perspective but I can't speak for Ms. Jackson or Mr. Holeman whether they would approve that type of change to the agreement.

Reddi – Is there a reason it was left for interpretation?

Gillespie – The statute itself doesn't define an emergency. Mr. Holeman suggested language be included in the funding agreement that made the 80/20 split a little flexible in case down the line if that particular statute were changed altering the 80/20 split. The language is flexible enough that it would give the city and county the option if they were called upon to make up outstanding work comp liabilities, they could likely reach an agreement on the 80/20 split. The fact is, the two entities subject to 80/20 requirement is the City and the County.

Schoen – One of the reasons I wanted to see the flexibility on the board's part is the tendency when we have these discussions in the moment. Once we enter into this agreement, we hope the renewal process will improve each year making the process simpler and we won't need to revisit these every year. We wanted to determine what circumstances outside of the worker's compensation would merit some thought while going through this process. Let's say some sort of emergency does happen right before we have a worker's compensation problem. If that's the case then RCPD's emergency reserve fund has already taken one hit and there is less than the \$700,000 thought it wise to give the board the decision making authority as to whether it was an emergency or not because if everyone agrees, you wouldn't want to completely deplete the reserve fund and you might want the ability to say even though it's an emergency were not going to invoke that right now and move straight to City/County, this way you have an option.

Reddi – I believe the 80/20 has been defined. My main concern is if we depleted all the funds, it would be an emergency and we should pull from the emergency reserve fund without discussion.

Beardsley – Agreed with Commissioner Reddi. The board determines the definition of an emergency and we would have that opportunity to support it with the emergency reserve fund, that's what the fund is for. Who would tell us what we did is wrong as we still have the 80/20 and it's going to come back up the next budgetary period.

Schoen – Agreed, the money sitting in the emergency reserve is city/county money on the 80/20 ratio. If we were to spend that down considerably, then we would be coming back saying now we need to get the emergency reserve fund back up and where is that money coming from – the City/County 80/20 split. Question is when are you taking it out of which entity?

Beardsley – think of all the money saved on worker's comp

Dodson – I'm fine with the language because what we need is a process and that is what that language provides and how we decide is up to whoever is sitting here on the Law Board at the time of the emergency. One of the things the State sent down to us for change was the City and County not just indemnify for the year in question but in perpetuity or a guarantee for some longer period of time. Was there one more issue they asked for?

Schoen – Caption Hooper has the list, is there something we missed of substantive change?

Hooper – nothing substantive

Schoen – Commission Dodson, you are correct in that the guarantee agreement is unending and Mr. Gillespie can provide the details why the initial ones were. It's due to a date that tied it to another document which expired and that's why we had to revisit the guarantee agreement issue.

Dodson – When you look how the monies come out, it has a line item and the line item is where we were getting the savings when we went to the self-insured. I recall it was in excess of \$300,000.

Schoen – It was more than that. The savings was more like \$350,000- \$400,000, Captain Hooper?

Hooper – \$450,000 in that line item and it looks like out costs this year will come in as \$100,000 so we are looking at a \$350,000 savings.

Dodson – That was my point. We had carried \$350,000-\$400,000 in that line item and we expected that line item saving to return to us the amount to indemnify ourselves at \$1.1million.

Schoen – Correct and that is largely where that money has come from and that is the same line item I was talking about when we budget in 2019 we'll have to take a look at that and figure out the dollar figure we need to set that at. Captain Hooper just stated we had \$135,000 in the most recent year in terms of expenses?

Hooper – Yes, roughly \$135,000

Schoen – We may want to set it higher than \$135,000 because \$135,000 is low; we need to get an idea of what a realistic number is.

Dodson – When you mentioned the insurance partners, in case we can't get this done by October 1, 2017, are we looking at a whole group of possible insurer's looking at the County or City current insurers?

Hooper – No, we are looking into the fact that if we can't get it done by 10/1/17 and we can't go without worker's compensation, no agency will sell as a short term policy. They won't sell a month or three months, they will only sell us on an annual basis. This would set us back a year and they know they will only have us as a client for a year so we're looking at a cost of \$500,000. If we can't get this done by October 1, 2017, worker's comp will cost around \$500,000.

1:15 Be Stoney departed the meeting.

Dodson – Was the old system \$370,000?

Hooper – Yes, we are close to \$400,000 per year, guaranteed costs that is before we pay any claims that is only the premium cost.

Dodson moved approval of Riley County Law Enforcement Agency Resolution No. 17-04 and Workers Compensation Funding Agreement. Wilson seconded the motion. Beardsley polled the Board

and the motion passed with Beardsley, Dodson, Reddi, Rodriguez, Wilkerson and Wilson voting in favor. Approved 6-0.

**N. Mental Health Peer Specialist Case Manager – JAG Grant:**  
Director Schoen and Robbin Cole

Schoen – We received a relatively late grant opportunity relating to a mental health staff position that would work cooperatively with RCPD and Pawnee Mental Health.

Robbin Cole – Kansas Justice Coordinating Council has released its grant solicitation for the fiscal year 2018 Federal Edward Byrne Memorial Justice System Grant. There is approximately \$2million available for grant awards. 53% of that \$2million must pass through units of local government but, not for profit, community, and faith based organizations may all apply for use of these funds. The Kansas Chapter for NAMI, the National Alliance for Mental Illness, and Wichita State University are working together on a grant that would place certified peer support workers in 5 of the State's county jails to work with inmates with mental illnesses, preparing for release back into the community, etc.. The counties invited to participate in this grant opportunity include Shawnee, Sedgwick, Douglas, Cherokee, and Riley Counties. This is not a grant the Riley County Police Department is applying for, it's not even a grant that Pawnee Mental Health Services is applying for. It is a grant that NAMI is applying for through the help of Wichita State University. The way it would work is Pawnee Mental Health Services would hire a certified peer support specialist at approximately 20 hours per week. That person would be someone who is in recovery from mental illness and who ideally though not required that they have previous contact with law enforcement as a result of or in conjunction with their mental illness. They would receive 40 hours of training through Wichita State University equip them for this role. They would work inmates who were identified by the jail and by the mental health co-responders as having a mental illness and needing additional supports as they prepare for release and in the days immediately following their release from jail. Depending upon the number of inmates who fit this category that peer support worker could be done individually or in a group setting although it is preferred that peer support worker works with the inmate individually or on a one on one basis. What this peer support specialist would do is to work with that individual on issues like housing, health insurance, continue mental health treatment to continue to manage their case upon release and also address any social or human service needs. The Certified Peer Support Specialist would transition that individual to whatever level of case management services they needed, then those services would be provided by a case manager through Pawnee Mental Health Services. Assuming NAMI has a successful grant application, the grant funds would be paid to Pawnee Mental Health Services. PMHS would employee the Certified Peer Support Specialist. The specialist would work with the staff at the Riley County Jail as well as with the Mental Health Co-Responder. While it's not required there is any kind of authorization from the Law Board, because these funds are supposed to directly benefit a unit of local government, the application that come from organizations like NAMI, will be given priority if they are accompanied by a letter from the local jurisdiction that they recognize the JAG funds are set aside for local government use, that the local jurisdiction believes that the proposed project would provide a direct local benefit and that the local jurisdiction believes that funding the project is in the best interest of the unit of local government. Also receiving priority would be grant proposals that come from agencies that demonstrate and may contain true collaboration and I believe there is evidence that Pawnee Mental Health Services and the Riley County Police Department have demonstrated a true collaboration over time. The grant applications are due October 2, 2017, funding starts October 1, 2017 and it runs through September 30, 2018. We hope we will know around November 1, 2017 whether or not this particular grant project was funded and whether or not we were able to place this individual with the Riley County Police Department.

Dodson – When mentioned support from the local agencies, do you mean the City and County governments?

Cole – In terms of the priority given to the applications, if the Riley County Law Board were to write a Waiver of Local Jurisdiction on local government letterhead, that simply states the unit of local government recognizes the three things previously stated, approve these funds specifically for this purpose that would give NAMI application priority over other applications. It is not required but it would give that application priority over others.

Schoen – This is no different from other grant applications that we write letters of support. There is no financial impact and wanted you to be aware how this coincides with the responders already in place.

Dodson – Sometimes we do a joint City/County letter as well whichever want you prefer, let us know.

Cole – a letter from either entity would serve the purpose needed to give the NAMI grant application priority. Let's have the Riley County Police Department put together the letter.

Reddi – Thank you for working on this. I think it's great to have a support system to go along with the co-responders already in place and having consumers involved making it a safer community as well as taking care of our families and individuals with mental illness. How much is the grant for and over how many years or is it just for one year?

Cole – The grant is for one year and I don't know the dollar amount. I have seen the grant application. It will include 5 Certified Peer Support Specialists across those 5 counties. It will be approximately 20 hours per week for each jurisdiction, plus administrative costs for Wichita State University.

Reddi – Also, one of the things both RCPD and Pawnee Mental Health Services worked on is a Memorandum of Understanding as it relates to the co-responders as far as which entity as the responsibility. Is that something we will see should Riley County be named in this grant?

Cole – Yes, we will develop something similar. We could either do a brand new MOU or an addendum to the existing MOU.

Schoen – Yes, we will work on the agreement.

Reddi – Working with consumers is where the trust is built rather than inmates working with individuals with PhD's, having a counterpart that has experienced similar situations. Thank you for working on this grant.

Beardsley – thank you.

**O. Manhattan-Riley County Coalition for Equal Justice Report:** Postponed to October meeting.

**P. Executive Session:** Barry Wilkerson reminded the Law Board, in order to go into Executive Session, the entire board is required to be present. A Special Law Board session is recommended. Mr. Gillespie reminded Law Board members the statute requires a two day notice of any meeting, if less than two days at least 4 of the members may vote to waive the two day notice.

After discussion, the Special Law Board meeting was scheduled for Friday, September 22, 2017 at 4:30pm in the City Commission Meeting Room. A secondary date/time was selected as Monday, September 25, 2017 at noon.

**Q. Adjournment:** at 1:32pm