

EATON COUNTY BOARD OF COMMISSIONERS

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1045 Independence Blvd, Charlotte, MI 48813

EATON COUNTY BOARD OF COMMISSIONERS/PUBLIC SAFETY COMMITTEE

THURSDAY, JANUARY 14, 2021, 4:00 P.M.

TO BE HELD VIRTUALLY

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Agenda Additions and Changes.
4. Limited Public Comment.
5. Sheriff's Office Update.
 - Maple Valley Schools Contract Update
 - Animal Control Grant Application
6. Monthly Reports.
 - Reimbursement
 - Jail Census
 - Court Security
7. Central Dispatch Update.
8. Emergency Services Update.
9. Miscellaneous.
10. Limited Public Comment.
11. Adjournment.

A quorum of the Board of Commissioners may be present at this meeting.

John Fuentes

From: Adam Morris
Sent: Tuesday, January 12, 2021 8:08 PM
To: John Fuentes
Subject: Maple Valley

Good Evening John,

In early December of 2020, I was contacted by the superintendent of Maple Valley Public Schools about the SRO contract for the upcoming 2021 year. The school district wanted to continue the contract with Deputy Hansbarger, but was unable to commit because of financial uncertainty with the district. She would prefer to just contract with us on a per diem basis for a couple days a month, because of remote learning and possible truancy issues. I formulated the costs using the what the district paid us for the year 2020, divided by the amount of days worked by Deputy Hansbarger. The per diem rate equates to \$375. We are able to accomplish this because Deputy Hansbarger is used as a vacation relief deputy and he will not be covering shifts on the days that he is with the school district.

Both Sheriff Reich and the superintendent feel this relationship is extremely important to keep our deputies working in the school and the community.

Formula is \$30,000 divided by 80 work days=\$375 per diem.

Thank you

Adam Morris
Chief Deputy
1025 Independence Blvd.
517-543-5473



From: Madison Moran <mmoran@twosevenohinc.org>
Sent: Thursday, December 24, 2020 11:40 AM
To: Kristy Grinold2 <KGrinold2@eatoncounty.org>
Cc: Melissa Ballard <mballard@eatoncounty.org>
Subject: Grant Application - Eaton County Animal Control

Good afternoon,

Congratulations, Two Seven Oh Inc. has selected your organization to apply for a grant. We are excited for the possibility to assist with the below grant opportunity:

GRANT PURPOSE: Spay and Neuter Grant

MAX. AMOUNT: \$20,000.00

PROCESSING DUE DATE: April 1, 2021

In order to apply for the above grant purpose, the following documents are required:

1. A **Written Proposal**, brief description of grant proposal, that includes the total grant amount requested, an estimate time of completion for the grant (no later than six months from Processing Due Date), vendor/service provider details, a list of current/pending restricted donations for the same purpose, and any other helpful information. *NOTE: Please be aware that grants will not begin prior to the above Processing Date.*
2. A current **Quote/Bid** from the associated vendors or service providers. (Any grants for medical procedures must include the clinic name along with the veterinarians that will be performing the procedures.)
3. A copy of your most current **Financial Statement/Profit & Loss Statement**. The statement must include 12 months and a portion or all of those months need to be 2019. The financial statement does not need to be audited but it does need to have a breakdown of income and expenses for the entire year. A 990 is NOT a financial statement.
4. A copy of your most current **Board Approved Budget**.
5. A completed Two Seven Oh Inc's **Animal Welfare Survey** (attached).

Please submit all of the above items to me directly via e-mail by **April 1, 2021**. If we do not receive ALL the documents listed above by this date it will be assumed you are not interested in receiving a grant from Two Seven Oh Inc.

The Foundation will contact you regarding the status of your application no longer than 30 days **after** the processing date.

If you have any questions regarding the required documents or grant process please let me know. I am excited about the possibility of working with you and look forward to hearing from you soon!

DISCLAIMER: THIS IS NOT A GRANT APPROVAL, THIS IS AN INVITATION TO APPLY FOR A GRANT. GRANTS ARE NOT APPROVED UNTIL THE SUBMITTED

DOCUMENTS ARE REVIEWED AND BOTH PARTIES HAVE SIGNED A GRANT AGREEMENT.

Thank you,

Madison Cregar
Grant Administrator

Two Seven Oh Inc.®

JAIL BOARDING					
Fiscal Year 2020-2021		DECEMBER 2020			
PAYEE	REVENUE ACCOUNT	ANNUAL BUDGET	MONTHLY BILLED	YTD BILLED	YTD COLLECTED
PAROLE VIOLATORS	MDOC HOUSING	\$189,000.00	\$7,160.00	\$53,095.00	\$45,494.10
DIVERTED FELONS	MDOC HOUSING	\$225,000.00	\$22,830.00	\$48,300.00	\$870.00
WRAP PROGAM	MDOC HOUSING	\$486,000.00	\$45,855.00	\$136,980.00	\$0.00
TOTAL BOARDING		\$900,000.00	\$75,845.00	\$238,375.00	\$46,364.10
GENERAL FUND					
INDIVIDUALS	SENTENCED INMATES	CURRENT BUDGET	MONTHLY BILLED	YTD BILLED	YTD COLLECTED
	HOUSING	\$25,000.00	\$39,777.00	\$113,609.75	\$1,933.22
	OUIL IMPAIRED	\$25,000.00	\$1,120.00	\$4,328.00	\$3,426.87
	FALSE ALARMS	\$5,000.00	\$440.00	\$2,270.00	\$875.00
	ABAN. VEHICLES	\$3,000.00	\$0.00	\$0.00	\$783.00
	INMATE MEDICAL	\$1,500.00	\$1,866.73	\$5,847.05	\$65.16
	TOTALS	\$59,500.00	\$43,203.73	\$126,054.80	\$7,083.25

JAIL COUNT SUMMARY
Dec-20

Day	Building Total	Eaton County Pop.	Female Inmates	MDOC	WRAP	% of Capacity	% of Eaton County Pop
1	170	133	22	4	33	45%	78%
2	171	134	22	4	33	46%	78%
3	169	134	22	3	32	45%	79%
4	173	138	23	3	32	46%	80%
5	181	145	24	3	33	48%	80%
6	184	147	23	4	33	49%	80%
7	184	147	23	4	33	49%	80%
8	181	144	23	3	34	48%	79%
9	180	142	23	4	34	48%	79%
10	180	142	22	4	34	48%	79%
11	180	140	23	6	34	48%	78%
12	182	142	24	6	34	49%	78%
13	180	140	23	6	34	48%	78%
14	179	139	23	6	34	48%	77%
15	176	138	21	6	32	47%	78%
16	178	139	21	7	32	48%	78%
17	179	139	21	7	33	48%	77%
18	177	142	20	2	33	47%	80%
19	176	142	21	2	32	47%	80%
20	176	142	21	2	32	47%	80%
21	177	143	21	2	32	47%	81%
22	178	143	21	2	33	48%	80%
23	176	141	21	2	33	47%	80%
24	178	143	22	2	33	48%	80%
25	176	141	22	2	33	47%	80%
26	177	142	20	2	33	47%	80%
27	177	142	21	2	33	47%	80%
28	176	141	20	2	33	47%	80%
29	175	142	21	2	31	47%	81%
30	173	140	21	2	31	46%	81%
31	177	144	22	2	31	47%	81%

TOTAL			677	108	1017	47%	36%
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Bldg Total	5496
Avg/Day	177

Eaton Cty. Total	4213
Avg/Day	136

Housing Total	108
Avg/Day	3

Female Total	677
Avg/Day	22

Court Security Screening Monthly Report 2020

	People Scanned	Guns Confiscated / Returned	Knives Confiscated / Returned	Chemical Agents	Other
January	10439	0	93	22	113
February	9746	0	61	7	92
March	6100	0	43	6	41
April	277	0	0	0	0
May	1589	0	2	0	5
June	3447	0	13	4	30
July	3818	0	23	5	18
August	3856	1	29	5	24
September	3923	0	12	4	23
October	4133	0	22	5	30
November	3169	0	0	4	18
December	2048	0	2	0	1
Totals	52545	1	300	62	395

Juvenile Court Security Screening Monthly Report 2020

	People Scanned	Guns Confiscated / Returned	Knives Confiscated / Returned	Chemical Agents	Other
January	4216	0	4	1	8
February	3680	0	2	1	3
March	2514	0	0	1	1
April	7	0	0	0	0
May	0	0	0	0	0
June	41	0	0	0	0
July	16	0	0	0	0
August	12	0	0	0	0
September	0	0	0	0	0
October	0	0	0	0	0
November	0	0	0	0	0
December	0	0	0	0	0
Totals	10486	0	6	3	12



Eaton County Central Dispatch

911 Courthouse Dr. | Charlotte MI 48813
Phone: 517-543-4913 | Fax: 517-543-3036

Michael Armitage, *Director*
Kelley Flynn, *Deputy Director*

Monthly Report December 2020

- N/A total telephone calls*
 - N/A on emergency lines*
 - N/A on non-emergency lines*
- 15 text-to-911 sessions
- 6,175 incidents
 - 4,364 Law Enforcement
 - 1,238 EMS
 - 573 Fire
- 4 addresses issued

**Data was unavailable at time of report, due to an equipment move that is in process for the upgrading of equipment.*

Training:

- Two employees attended virtual Peer Supporter class from 911 Training Institute
- Two employees attended EMD remote learning from Priority Dispatch
- Four employees attended virtual 40 hour basic dispatch training from PowerPhone

Technology and Radios:

- ECCD Supervisor D'Huyvetter held a virtual radio class, offered to local agencies to train their new employees.
- Discussion has begun with local school officials regarding the renewal/RFI process for school mobile panic buttons.

Operations:

- We currently have two employees who are nearing the end of their training period.
- We have one in the hiring process.

Outreach:

- ECCD placed an ad to encourage emergency alert registration in the community guide, published by the County Journal/Flashes.
- We aired a 'be on the lookout' for Santa on Christmas Eve, which we shared on social media, which was very well received.

Rave Report:

Inbound 911 Calls	12,230
User Initiated Tickets	3
Safety Profile Pops	326
Guardian Profile Pops	6
Tickets With Chat	252
Tickets With Chat Response	28
Tickets With Video Sharing	0
Notes Added	0
Tickets with Notes Available	0
Tickets with RapidSOS Location	8,090
Tickets with RapidSOS Data	3,745
Facility Profile Pops	210
Panic Button Activity	6
Safety Profiles Created	18
Facility Profiles Created And Approved	0
Pending Approvals	2
Total Safety Profiles Created	8,334
Total Facility Profiles Created And Approved	63

Yours Truly,



Michael Armitage
Director

Eaton County Central Dispatch

Total Calls For Service

December 2020				
Type Agency	Month To Date		Year To Date	
	Calls	%/Total	Calls	%/Total
EMS	1,238	20.0%	14,546	18.0%
Fire	573	9.3%	6,882	8.5%
Police	4,364	70.7%	59,494	73.5%
Total Calls	6,175	100.0%	80,922	100.0%

Eaton County Central Dispatch

EMS Calls For Service

December 2020				
Agency	Month To Date		Year To Date	
	Calls	%/Total	Calls	%/Total
Benton Twp. EMS	87	7.0%	929	6.4%
Delta Twp. EMS	415	33.5%	5,020	34.5%
Eaton Area EMS	454	36.7%	5,487	37.7%
Grand Ledge EMS	151	12.2%	1,706	11.7%
Vermontville EMS	16	1.3%	169	1.2%
Windsor Twp. EMS	98	7.9%	1,001	6.9%
Outside Agencies* <i>LTEM, LIFE, NEMS, MARE</i>	17	1.4%	234	1.6%
Total EMS Calls	1,238	100.0%	14,546	100.0%

* Agencies Outside Eaton County

Eaton County Central Dispatch

Fire Calls For Service

December 2020				
Agency	Month To Date		Year To Date	
	Calls	%/Total	Calls	%/Total
Bellevue Fire	22	3.8%	284	4.1%
Benton Twp Fire	19	3.3%	222	3.2%
Charlotte Fire	74	12.9%	826	12.0%
Delta Fire	204	35.6%	2,518	36.6%
Eaton Rapids City	58	10.1%	565	8.2%
Eaton Rapids Twp.	57	9.9%	577	8.4%
Grand Ledge Fire	36	6.3%	562	8.2%
Hamlin Twp Fire	10	1.7%	185	2.7%
Olivet Fire	26	4.5%	245	3.6%
Roxand Twp. Fire	13	2.3%	169	2.5%
Sunfield Fire	23	4.0%	228	3.3%
Vermontville Fire	10	1.7%	139	2.0%
Windsor Fire	19	3.3%	295	4.3%
Outside Agencies*	2	0.3%	67	1.0%
<i>LTFD</i>				
Total Fire Calls	573	100.0%	6,882	100.0%

* Agencies Outside Eaton County

Eaton County Central Dispatch

Police Calls For Service

December 2020				
Agency	Month To Date		Year To Date	
	Calls	%/Total	Calls	%/Total
Bellevue Police	19	0.4%	582	1.0%
Charlotte Police	753	17.3%	7,735	13.0%
Eaton County Sheriff	2,348	53.8%	32,435	54.5%
<i>Delta</i>	1,337	30.6%	17,679	29.7%
<i>Out County</i>	908	20.8%	12,902	21.7%
<i>Animal Control</i>	103	2.4%	1,854	3.1%
Eaton Rapids Police	286	6.6%	3,770	6.3%
Grand Ledge Police	282	6.5%	4,626	7.8%
Michigan State Police	538	12.3%	7,902	13.3%
Olivet Police	9	0.2%	555	0.9%
Pottersville Police	123	2.8%	1,733	2.9%
Outside Agencies*	6	0.1%	156	0.3%
<i>DNR, ME</i>				
Total Police Calls	4,364	100.0%	59,494	100.0%

Eaton County New Builds

Date Issued	Certificate #	New Address	City	Zip Code	Permit Type
December 17, 2020	2020-102	10584 BALLINALEE LN	GRAND LEDGE	48837	NEW BUILD
December 18, 2020	2020-103	1411 BADLANDS DR	LANSING	48917	NEW BUILD
December 29, 2020	2020-104	1052 STONE OAK LN	GRAND LEDGE	48837	NEW BUILD
December 30, 2020	2020-105	2256 S COCHRAN RD	CHARLOTTE	48813	NEW BUILD

LEASE

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~~THIS LEASE~~ This Lease (the "Lease") is made as of the 16th day of ~~October, 2014~~ January, 2021 between Eaton County ~~("the "Lessor"),~~ a Michigan County, whose address is ~~and Olivet Community Schools ("the "Lessee"),~~ a Michigan general powers school district, whose address is 255 First Street Olivet, Michigan 49076.

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RECITALS

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- A. Lessee is the owner, operator and licensee of FCC licensed station WQKC334.
- B. Lessor Eaton County is the owner of a communications tower located at 4205 ~~W~~ West Butterfield ~~Hwy.,~~ Highway, Olivet, ~~MI~~ Michigan 49076.
- C. Lessor desires to lease to Lessee and Lessee desires to lease from Lessor space at the Lessor's communications tower, which is further described in Exhibit 1 (the "Leased Site"), for Lessee's Station Equipment.

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WITNESSETH

1. TERM. -The initial ten-year term of this Lease shall be deemed to have commenced on ~~October 16, 2014~~, 2021 and shall end on ~~October 16, 2024~~, 2031 (the "Initial Term"). This Lease shall renew automatically for an additional term of ten years (the "Renewal Term"), unless Lessee gives notice of non-renewal to Lessor not less than 90 days prior to the expiration of the Initial Term. Notwithstanding anything herein to the contrary, the Lease may be terminated (a) by Lessee upon 90 days' notice to Lessor.
2. RENT. -The Lessee is a not-for-profit local unit of government. The station (WQKC334) is part of the Lessee's radio system utilized for routine and emergency communication within and between school buildings, as well as with busses used for the transportation of students. Therefore, rent is ~~waived~~ One Dollar (\$1.00). As additional consideration for the Property, the Lessor recognizes the benefit the Lessee's operation of the tower provides to the community and the Lessor.
3. USES OF LESSOR'S PROPERTY. - The Lessee's repeater and transmit combiner port equipment and related accessories (collectively the "Station Equipment") purchased by the Lessee and installed at the Lessor's communications tower will at all times remain the property of the Lessee. Lessee shall use the Station Equipment and Lessor's Property only for operation of the Lessee Station. -Such operations shall be conducted in accordance with the standards imposed by the Federal Communications Commission and any other body with authority over such transmission and operation.

Commented [1]: An enforceable contract requires "consideration"; hence, the added language. While One Dollar (\$1) is considered nominal consideration, it will be presumed permissible unless challenged.

Lessor operates public safety communication equipment on the Lessor's property, and may add other public safety communication equipment in the future. Any

2.

interference caused by the Lessee's operation to the currently existing or future public safety communications equipment shall be the Lessee's responsibility to reasonably resolve at the Lessee's expense. If such interference occurs and is not reduced to levels reasonably acceptable to Lessor, Lessee shall promptly cause the cessation of the offending non-public safety ~~tenant's~~ Lessee's operation(s) causing interference to Lessor's transmission. As an alternative to enforcing Lessee's obligation to cause the cessation of the interference, Lessor may elect to terminate this Lease and remove the Station Equipment by giving 90 days' prior written notice to Lessee. If Lessee terminates and removes the Station Equipment pursuant to this provision, it has no further ~~financial~~ obligation to Lessor.

The sidewalks, entrances, parking areas and other common areas of the building and structure in and upon which the Leased Site is located shall not be obstructed or encumbered by Lessee or used for any Purpose other than ingress and egress to and from the Lessor's Property or for any purpose other than their normal use. Notwithstanding the foregoing, the Lessee may use the parking areas surrounding the Leased Site to enable Lessee to operate, maintain and monitor the Station Equipment.

4. PERMITS.- Lessee shall obtain, at its own expense, any and all licenses or permits from such governmental body or agency as shall have jurisdiction in connection with the installation, repair, alteration or replacement of Station Equipment or with any activities of Lessee on the Lessor's Property and shall abide by the terms and provisions of such licenses and permits. -If for any reason any governmental agency shall fail or refuse to issue, extend or renew a license or permit to Lessee or to Lessor to continue using the Leased Site for its intended purposes, then and in that event this Lease may be terminated by Lessee or by Lessor, as the case may be, giving 90 days' notice in writing, and the Lessee shall remove the Station Equipment.
5. LESSEE'S RIGHT OF ACCESS. -Lessor hereby grants to Lessee a non-exclusive right of access at all times to the Lessor's Property to the extent reasonably necessary to enable Lessee to house, operate, maintain and monitor its equipment.
6. UTILITIES. -Lessor shall not be liable for failure to supply electricity to the Leased Site, or for any interruption or deficiency thereof, due to any reason beyond Lessor's control.
7. TAXES. -Lessor shall pay all real estate taxes, assessments or levies assessed or imposed against the land on which the Lessor's Property is located, and all taxes which may be assessed against the Leased Site and any buildings thereon. -Lessee shall pay all personal property and other taxes assessed or imposed against Lessee's equipment or material located on the Lessor's Property.

3.

8. INSURANCE. -Lessee shall assume responsibility for any damage caused directly by its operations at the site. Lessee shall procure and maintain comprehensive public liability-insurance, naming Lessor as an insured as its interest shall appear, covering all of Lessee's operations and activities on the Lessor's Property and on Lessor's land, including but not limited to the operations of outside contractors and the operation of vehicles and equipment, with limitations of not less than \$500,000 for any injury to or death of any one person(s) and \$300,000 for property damage. Each of the foregoing limitations shall be for each occurrence and shall not be an aggregate limit in the policy. Lessee shall also cause any outside contractors to procure Workers Compensation Insurance and to procure Comprehensive Public Liability Insurance complying with the section herein. -A copy of the insurance policies shall be furnished to Lessor.

Commented [2]: I recommend contacting SET SEG to discuss whether it will provide this coverage.

9. MAINTENANCE OF LESSOR'S PROPERTY.- Lessor shall provide to the Lessor's Property (but not to Lessee's equipment housed thereon) all necessary maintenance and repairs, provided, however that when such maintenance and repair is made necessary by or because of the fault or gross negligence of Lessee (reasonable wear and tear excepted), Lessee shall reimburse Lessor for the reasonable cost thereof.

Lessee, at its own expense, shall carry out the maintenance of its property, including, but not by way of limitation, the electrical and mechanical maintenance of the Station Equipment, but shall not be responsible for the painting of the Lessor's Property or the maintenance of lights thereon. ~~Maintenance shall be conducted by Lessee in accordance with reasonable engineering standards to assure that at all times Lessee's equipment~~Notwithstanding the foregoing, when such equipment maintenance and repair is made necessary by or because of the fault or gross negligence of Lessor (reasonable wear and tear excepted), Lessor shall reimburse Lessee for the reasonable cost thereof. Lessee will conduct all reasonable equipment maintenance that it believes is necessary to ensure that at all times Lessee's Station Equipment is in conformance with the requirements of the Federal Communications Commission and all other public authorities with jurisdiction over Lessee.

10. PROPERTY DAMAGE.- In the event that the Lessor's Property is destroyed or damaged by fire, lightning, windstorm, explosion, collapse, aircraft or other vehicle damage or other casualty, Lessor shall reconstruct or repair the Lessor's Property to such good condition as existed before the destruction or damage and give possession to Lessee of the same space leased hereunder, unless within 30 days after such damages or destruction Lessor provides written notice to Lessee of Lessor's decision not to rebuild or repair the Lessor's Property. -In the event Lessor provides such notice, the Lease shall be deemed to be terminated as of the date of the subject destruction or damage. If the Leased Site is in need of such repair or is so damaged by fire, lightning, windstorm, explosion, collapse, aircraft or other vehicle, or other casualty that reconstruction or repair cannot reasonably be

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undertaken without dismantling or removing some or all of the Station Equipment, then Lessor may remove, at the Lessor's cost, Lessee's Station Equipment, if necessary, and interrupt broadcasting activity, but must have the Station Equipment reinstalled as soon as reasonably possible. ~~Lessee shall be entitled to a pro rata refund of its prepaid rent for such time as it is unable to conduct its normal broadcasting activities as a result of such total or partial destruction or damage or need of repair.~~ In such a situation, Lessor will adequately store the Station Equipment at a secure location and will be responsible for any damage to the Station Equipment (reasonable wear and tear excepted). The Lessor will promptly deliver this Station Equipment to the Lessee at a mutually agreeable location upon Lessee's request for the same. Lessee will also be afforded the right to install temporary facilities, if available, pending repairs without interfering in any way with the construction, rebuilding or operation of Lessor's facilities.

11. EMINENT DOMAIN.- If the land upon which the Leased Site is located is acquired or condemned by any public authority under the power of eminent domain, then the terms of this Lease shall cease and be terminated as of the date title shall have vested in public authority. -Lessor shall be entitled to the entire amount of any condemnation award, except Lessee shall be entitled to make claim for and retain a condemnation award based on and attributable to the expense and damage of removing its fixtures.
12. ASSIGNMENT. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Without the express written consent of Lessor, which consent will not be unreasonably withheld, Lessee shall not assign, mortgage or encumber this Lease, sublet the Leased Site or permit the Leased Site or any part thereof to be used by others. Notwithstanding the foregoing sentence, Lessee, without the prior consent of Lessor, may assign its rights and obligations under this Lease to any subsequent licensee of the Station, provided that such assignee assumes, as evidenced in a writing delivered to Lessor, the obligations of Lessee hereunder. ~~-No such assignment shall serve to release or relieve any predecessor Lessee from its obligations hereunder.~~
13. ENTIRE AGREEMENT AND SEVERABILITY. -This Lease contains the entire agreement between the parties and cannot be changed or terminated orally. ~~-If any provisions of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.~~
14. RIGHT OF LESSEE TO REMOVE ITS EQUIPMENT IN EVENT OF TERMINATION.- In the event either party terminates this Lease in accordance with the provisions herein, Lessee shall be permitted to remove the Station Equipment from the Lessor's Property within 30 days of such termination. ~~-Such removal shall be conducted in accordance with the pertinent requirements of this~~

5.

Lease. -Lessor may remove such Station Equipment at Lessee's reasonable expense after the expiration of the 30-day period.

15. LESSOR'S GRANT OF RIGHTS.- Nothing in this agreement shall be construed as in any way limiting the right of Lessor to lease, sell or grant rights for the use of any of its land, tower or other property to any person, including any other radio or television station, either temporarily or permanently, so long as the use thereof by such other person does not in any way interfere with Lessee's operation of its facilities hereunder and such use is subject to Section 3 hereof.
16. WAIVER.- Failure of any party to complain of any act or omission on the part of any other party in breach or default of this Lease, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. -No waiver by any party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of the Lease or a consent to any subsequent breach of the same or other provisions.
17. NOTICES. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given upon personal delivery, which may include delivery by an overnight courier service such as FedEx or four days after being mailed by registered or certified mail, return receipt requested, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Lessee: XXXXXX
Olivet Community Schools
Attn: Superintendent of Schools
255 First St-Street
Olivet, MI 49076

If to Lessor: Eaton County Controller's Office
1045 Independence Blvd.
Charlotte, MI 48813

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section.

20. ENTIRE AGREEMENT. -This Lease and all exhibits hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersede all prior negotiations between such parties, and can be amended, supplemented or changed only by an agreement in writing which makes specific reference to this Lease and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought.

21. GOVERNING LAW. ~~This~~ Lease shall be construed in accordance with and governed by the laws of the State of Michigan.

_____ 7.

WITNESS WHEREOF, the undersigned parties warranting that each is fully authorized and empowered to do so, hereby execute these presents intending to bind their respective principals, assigns, successors, heirs and legal representatives thereby.

LESSOR: EATON COUNTY

By: _____ Date: _____

Blake Mulder

— Its: _____ Chair, Board of Commissioners

STATE OF MICHIGAN)

) ss.

COUNTY OF EATON)

On this _____ day of _____, ~~2016~~2021, before me personally appeared Blake Mulder, Chair, Eaton County Board of Commissioners, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same as their free act and deed.

Notary Public, State of Michigan, County of _____
My commission expires on: _____
Acting in the County of: _____

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_____ 8.

LESSEE: OLIVET COMMUNITY SCHOOLS

By: _____

Date: _____;

Xxxx Xxxxxx

Its: Xxxxxxxx

Richard Ames

Its: Interim Superintendent of Schools

STATE OF MICHIGAN)

) ss.

COUNTY OF EATON)

On this _____ day of _____, ~~2016~~2021, before me personally appeared
Xxxx Xxxxxx, Xxxxxxxxxxxxxxxxxx Richard Ames, Interim Superintendent of Schools, Olivet
Community Schools, to me known to be the person described in and who executed the foregoing
instrument and acknowledged the same as their free act and deed.

Notary Public, State of Michigan, County of _____

My commission expires on: _____

Acting in the County of: _____

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Situation Report 62

COVID-19



[@EatonCoEM](#)



[@EatonCoEM](#)

Date/Time: 1-13-2021/5:00 pm
Report Version: ☐ Initial ☒ Update ☐ Final
MI CIMS Incident Name: 2020-01-28 Coronavirus Outbreak

Incident Facilities
EOC Activation Status: Level 3 – Monitoring and Assessment/Virtual
EOC Operational Hours: 24 hours virtually by Emergency Management
Vaccination Point of Distribution (POD) – Opening Monday, January 20 th at the Lansing Mall
JIC Operational Hours: 8 am – 5 pm virtually
PPE Distribution Node: Demobilized
Non-congregate Shelter: Red Roof Inn located at 7412 W. Saginaw Highway, Lansing, Michigan – **Changes coming to extension applications in the near future

Affected Jurisdictions: Statewide
Declarations
Local: N/A
State: Major Disaster Declaration, DR-4994-MI, approved by the President on March 27th
Federal: 90 day extension of Public Health Emergency issued by HHS Secretary beginning October 2, 2020 - The President declared a national emergency invoking the Stafford Act on March 13th - Major disaster declaration, 4494-DR-MI, approved for state/all counties on March 27th
International: World Health Organization declares a pandemic on March 11th
Objectives: - Continue to establish a common operating picture amongst all stakeholders. - Logistics preparations for resurgence of COVID-19 and vaccination distribution planning. - Liaison and share information as requested by BEDHD with stakeholders for vaccination POD planning and start-up.

UPDATED KEY INFORMATION

Vaccine Update from BEDHD

- Webpage - [COVID-19 Vaccine Information](#)
- Planning efforts for a Vaccination Point of Distribution (POD) are being finalized
- Expected opening of Vaccination POD at the Lansing Mall on Wednesday, January 20, 2021
- Vaccination POD will be at the former Old Navy (east entrance of mall) next to Dunhams and across from Shoe Carnival.
- Staffing, dates, and times are still being finalized.

INCIDENT SUMMARY

Emergence

COVID-19 was identified in Wuhan, China in December 2019. COVID-19 is caused by the virus severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), a new virus in humans causing respiratory illness which can be spread from person-to-person. Early in the outbreak, many patients were reported to have a link to a large seafood and live animal market, however, later cases with no link to the market confirmed person-to-person transmission of the disease. Additionally, travel-related exportation of cases has occurred.

The novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death. It is caused by a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person.

Transmission

COVID-19 is primarily transmitted from person-to-person through respiratory droplets. These droplets are released when someone with COVID-19 sneezes, coughs, or talks. Infectious droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. A physical distance of at least 1 meter (3 ft) between persons is suggested by the World Health Organization (WHO) to avoid infection, although some WHO member states have recommended maintaining greater distances whenever possible¹. Respiratory droplets can land on hands, objects or surfaces around the person when they cough or talk, and people can then become infected with COVID-19 from touching hands, objects or surfaces with droplets and then touching their eyes, nose, or mouth. Recent data suggest that there can be transmission of COVID-19 through droplets of those with mild symptoms or those who do not feel ill². Current data do not support long range aerosol transmission of SARS-CoV-2, such as seen with measles or tuberculosis. Short-range inhalation of aerosols is a possibility for COVID-19, as with many respiratory pathogens. However, this cannot easily be distinguished from “droplet” transmission based on epidemiologic patterns. Short-range transmission is a possibility particularly in crowded medical wards and inadequately ventilated spaces³. Certain procedures in health facilities can generate fine aerosols and should be avoided whenever possible

Symptoms

A wide range of symptoms for COVID-19 have been reported⁴. These include:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Headache
- Nasal congestion or runny nose
- Muscle or body aches
- Sore throat

- New loss of smell or taste
- Nausea or vomiting
- Diarrhea

The estimated incubation period is between 2 and 14 days with a median of 5 days. It is important to note that some people become infected and do not develop any symptoms or feel unwell.

Illness Severity

Despite the important concerns about case fatality rates, most COVID-19 illnesses are – and we expect will continue to be – mild, and most patients will recover spontaneously with some supportive care, especially children and young adults. Data from several countries suggest that 14%-19% are hospitalized and 3%-5% will need intense care unit admission.

People at Higher Risk for Severe Illness

It is important to note that COVID-19 is a new disease, therefore there is limited information regarding risk factors for severe disease. In some cases, people who get COVID-19 can become seriously ill and develop difficulty breathing. These severe complications can lead to death. The risk of severe disease increases steadily as people age. Additionally, those of all ages with underlying medical conditions (including but not limited to heart disease, diabetes, or lung disease) appear to be at higher risk in developing severe COVID-19 compared to those without these conditions. As more data become available, additional risk factors for severe COVID-19 may be identified.

COVID-19: Everyday Preventive Actions

There are a number of ways to prevent the spread of COVID-19 infection. These include:

- Avoid touching your eyes, nose and mouth
- Avoid close contact with people who are sick
 - Remember that some people without symptoms can still spread the virus
- Stay at home when you are sick
- Cover your cough or sneeze with a tissue, then dispose of it properly
- Use a face covering when physical distancing is difficult or when going into closed spaces⁸
 - Physical distancing should be at least 1 meter (3 ft)
- Clean and disinfect frequently touched objects and surfaces
- Perform hand hygiene with soap and water or use alcohol-based hand rub
 - Hand Rub should contain at least 60% alcohol⁹
 - Hand washing should be done for at least 40-60 seconds based on WHO's recommendations

More information on COVID-19 guidance and the outbreak status can be found at:

<https://www.michigan.gov/coronavirus> or <https://www.cdc.gov/coronavirus>.

Date: 1-13-21	Positive Cases	Probable Cases *	Recovered Cases **	Active Cases	Deaths	In Quarantine
Eaton County	4,898	369	4,459	327	112	244

*Probable cases include individuals who have symptoms consistent with COVID-19 and an epidemiologic link to a confirmed case or a positive serology (antibody) test, but do not have a positive diagnostic laboratory test for COVID-19, and individuals with a positive serology (antibody) test for COVID-19 and an epidemiologic link to a confirmed case. BEDHD is reporting probable cases identified after April 5, 2020 to be consistent with the State. Data will be reflective of midday on the date listed. Data should be considered preliminary, and is subject to change based on case investigation.

**BEDHD's definition of recovered cases = persons with COVID-19 who are alive, and who have been released from isolation because their symptoms have improved, are fever-free, and sufficient time has passed since symptoms began.

EMERGENCY SUPPORT FUNCTION (ESF) STATUS

Nothing to report from ESFs #1, #3, #4, #7, #12, #13, #16

ESF #2 – Communications

- Central Dispatch administrative staff continues operating in a remote work environment. This includes the Director, Deputy Director, Administrative Assistant, Support Supervisor.

ESF #5 – Information and Planning

- The EOC is working on plans with BEDHD about assisting with logistics and liaison duties for a possible Point of Dispensing.
- Eaton County Emergency Management continues to support BEDHD with their operational architecture in any way requested.
- Situation Reports are being distributed once a week (Wednesday) along with BEDHDs weekly data report.

MSP/EMHSD GIS Dashboards

- <https://arcg.is/0ayKya> (New Cases and Deaths by County)
- <https://arcg.is/0mPXn8> (New Cases Animation and New Deaths Animation)
- <https://arcg.is/0Sqqgv> (Vaccinations)

ESF #6 – Mass Care, Emergency Assistance, Temporary Housing, and Human Resources Non-congregate Sheltering

- A non-congregate sheltering facility has been established to assist with those who can't quarantine or isolate at home or don't have a home in Delta Township.

- Those who are placed in this facility are following directives from the Barry-Eaton District Health Department.
- FEMA recently changed their extension requirements – part of which states that entities are no longer required to seek extensions for the pre-approval every 30 days.
- There will be a requirement for jurisdictions to send data about their sheltering every 30 days, which will need to include the bulleted info below.
 - Number of opened locations
 - Average length of stay
 - Total number of individuals sheltered in the previous 30 days
 - Population type (e.g., homeless, first responders, health care workers)
 - Estimated transition date to U.S. Department of Housing and Urban Development assistance

ESF #7 – Logistics and Resource Support

- The EOC is still able to fulfill resource requests IF you've exhausted other efforts through your regular supply chains/vendors and if we have the supplies available. Please follow the attached updated procedure for resource requests. The distribution node has not reopened and any resource pick-ups will take place in the parking lot of Central Dispatch.

ESF #8 – Public Health

- [BEDHD Coronavirus Page](#)
- The most recent BEDHD data report is attached to the email and can be found [here](#)
- Weekly communications and updates with schools are being conducted through Zoom meetings on Wednesdays at 10:00 am.

ESF #15 – External Affairs

- Updates for local COVID-19 cases are being distributed through subscriber community briefings and weekly data reports.

ADDITIONAL INFORMATION

Weather

NWS Forecast for: Charlotte MI

Issued by: National Weather Service Grand Rapids, MI

Last Update: 1:03 pm EST Jan 13, 2021



This Afternoon	Tonight	Thursday	Thursday Night	Friday	Friday Night	Saturday	Saturday Night	Sunday
Mostly Cloudy	Slight Chance Rain/Snow	Partly Sunny	Chance Rain/Snow	Chance Snow Showers then Chance Rain/Snow	Mostly Cloudy	Mostly Cloudy then Chance Snow Showers	Mostly Cloudy	Chance Snow Showers
High: 40 °F	Low: 30 °F	High: 38 °F	Low: 32 °F	High: 35 °F	Low: 27 °F	High: 34 °F	Low: 26 °F	High: 32 °F

This Afternoon: Mostly cloudy, with a high near 40. Southwest wind 10 to 14 mph.

Tonight: A slight chance of rain and snow showers before 1am, then a slight chance of snow showers. Mostly cloudy, with a low around 30. Southwest wind around 7 mph. Chance of precipitation is 20%.

Thursday: Partly sunny, with a high near 38. South wind 7 to 11 mph.

Thursday Night: A chance of rain and snow showers. Mostly cloudy, with a low around 32. South wind 11 to 13 mph, with gusts as high as 21 mph. Chance of precipitation is 40%.

Friday: A chance of snow showers before noon, then a chance of rain and snow showers. Mostly cloudy, with a high near 35. South wind around 11 mph, with gusts as high as 20 mph. Chance of precipitation is 30%.

Friday Night: Mostly cloudy, with a low around 27.

Saturday: A 30 percent chance of snow showers after 1pm. Mostly cloudy, with a high near 34.

Saturday Night: Mostly cloudy, with a low around 26.

Sunday: A chance of snow showers. Mostly cloudy, with a high near 32.

Sunday Night: A chance of snow showers before 1am. Mostly cloudy, with a low around 23.

M.L.King Day: Mostly cloudy, with a high near 30.

Monday Night: Mostly cloudy, with a low around 22.

Tuesday: Mostly cloudy, with a high near 31.

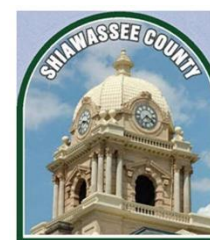


Department of Forensic Pathology
Office of the Medical Examiner

2020 Q3 (July 1 – September 30) Drug Report

Published December 18, 2020





Introduction

Drug-Related Deaths - Defined

We define drug deaths as those which result entirely or partially from the physiologic effects of acute toxicity. Therefore, included here are deaths which resulted from a combination of natural disease and acute intoxication (e.g. lung disease complicated by opioid intoxication). Our definition does not include deaths by violence, in which the violent behavior may have been caused or contributed to by intoxication (e.g. death due to injury from motor vehicle crash in which the at-fault driver was intoxicated). We also do not include deaths related to the effects of chronic substance use (e.g. deaths due to alcoholic liver disease or heart disease which may have been contributed to by chronic cocaine use) if not combined with acute toxicity.

Methods

The majority of the drug deaths reported are due to more than one substance, as you will see in the detailed tables that follow. Often, decedents have even more substances present in their body at the time of death or overdose incident than just the substances listed as having caused or contributed to death. After autopsy and review of records, including toxicology report, the medical examiner assigned to the case determines which of the substances present played a causal role in the death. Thus, there may be substances present in a given case which are not included in the cause of death statement.

Occasionally, intoxicated decedents survive in the hospital for a time prior to death, following acute drug intoxication. In these cases, all efforts are made to obtain and test the earliest blood and urine available from their time in the hospital for the overdose incident, so that the toxicology results reflect what was in the body at the time the overdose occurred.

New information occasionally becomes available after a “final” cause and manner of death was determined, which sometimes, albeit rarely, results in a change to the “final” cause or manner of death. As such, the statistics contained herein may be subject to change at any time.

The extent of toxicology testing is determined by the medical examiner assigned to the case, based upon the circumstances of death. During the period reported, our office used Axis Forensic Toxicology for toxicology testing.¹

¹ If you have questions about what drugs we are currently capable of detecting, please visit www.axisfortox.com or email michelle.fox@sparrow.org

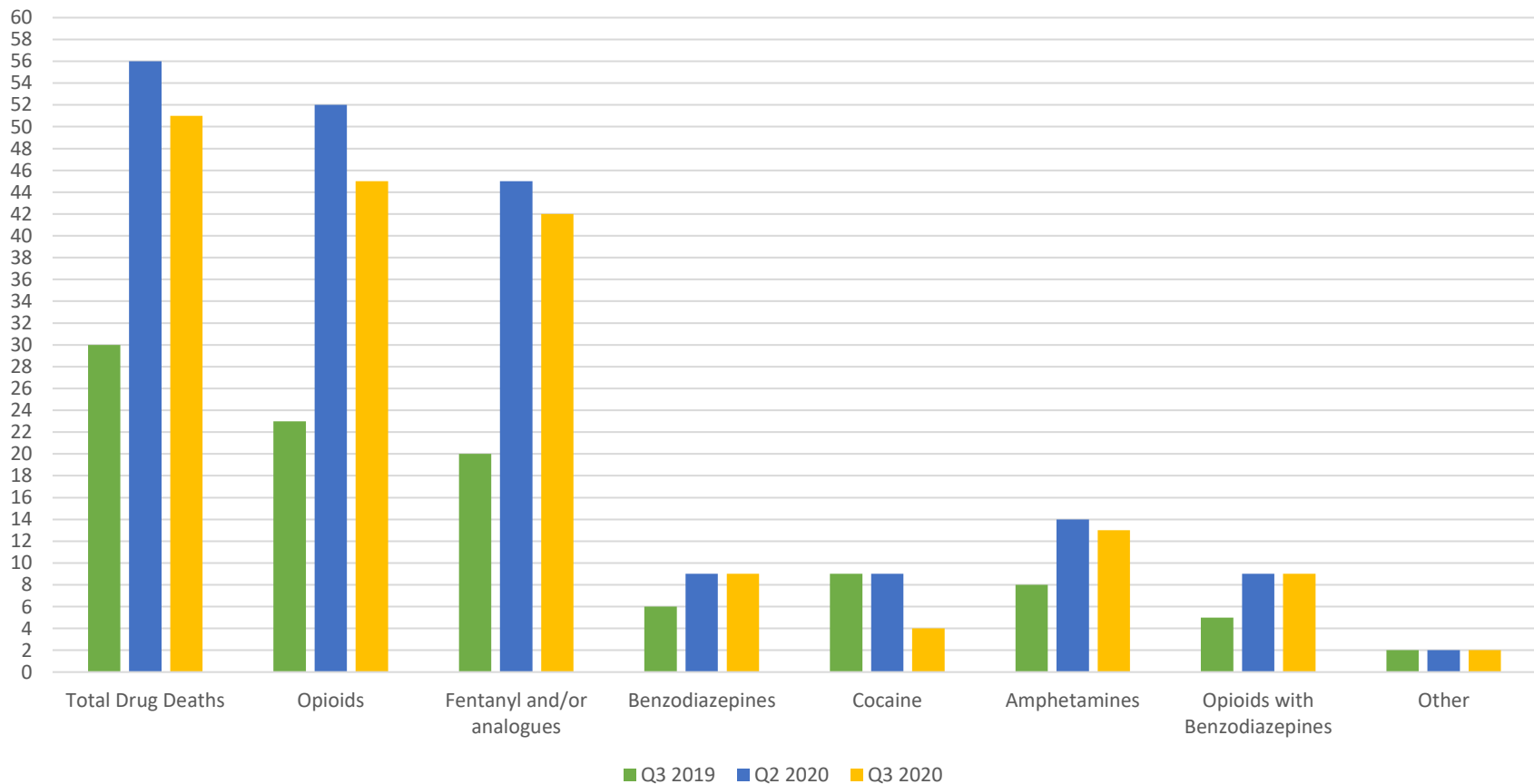
Highlights

All comparisons on the Highlights page are made to the data from Q3 (July 1 to September 30) of 2020. As stated above, most drug-related deaths are due to a combination of more than one substance. As such, numerous deaths fall into multiple of the below statistical categories (i.e. *all* heroin, fentanyl, methadone, and fentanyl analogue-related deaths are included in the opioid-related deaths category).

- Total drug-related deaths **increased** by 70% (21 more)
- Opioid-related deaths **increased** by 95.6% (22 more)
- Fentanyl and/or fentanyl analogue-related deaths **increased** by 110% (22 more)
- Cocaine-related deaths **decreased** by 55% (5 fewer)
- Amphetamine/Methamphetamine-related deaths **increased** by 62.5% (5 more)
- Benzodiazepine-related deaths **increased** by 50% (3 more)
- **20%** of all opioid-related deaths in Q3 2020 also involved at least one benzodiazepine
- **76.5%** of all drug-related deaths in Q3 2020 were due to two or more substances
- **17.8%** of all opioid-related deaths in Q3 2020 also involved ethanol (alcohol)
- **17.6%** of all drug related deaths in Q3 2020 involved ethanol (alcohol)

All-County Drug Class Occurrences in Drug-Related Deaths

Q3 2020 compared with Q2 2020 and Q3 2019



This chart describes occurrences in one death of a given class of drug. As most drug-related deaths are due to two or more substances, the same death may fall into multiple categories (e.g. death due to fentanyl and alprazolam intoxication falls into the opioids, benzodiazepines, fentanyl and/or analogues, and opioids with benzodiazepines categories). Multiple of the same class of drug in the same death counts as only one occurrence of that class of drugs (e.g. death due to heroin and hydrocodone intoxication – both of these are opioids so this death falls only in the opioids category, as one occurrence). The “other” category is for occurrences of drug-related deaths due *solely* to drugs which do not fall into the other listed categories.

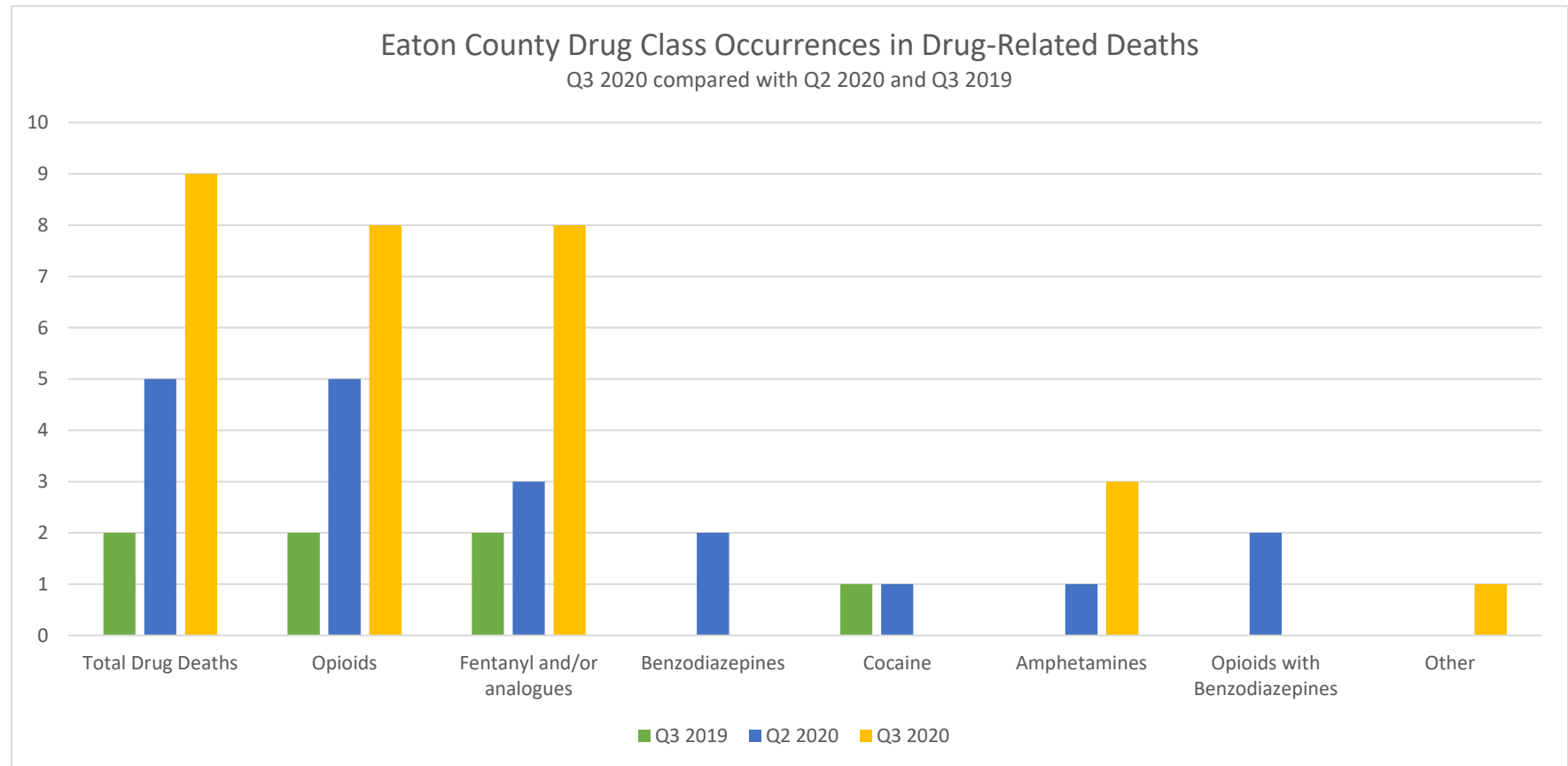
Eaton County

Drug-Related Deaths

2020 Q3 Eaton County Drug-Related Deaths			
Sex	Age	Substance(s) Causing Death	Manner of death
Male	21	fentanyl, methamphetamine	Accident
Female	23	fentanyl, hydrocodone	Accident
Female	24	fentanyl, methamphetamine	Accident
Male	35	bupropion, venlafaxine, clonidine	Suicide
Male	42	fentanyl	Accident
Female	47	fentanyl, methamphetamine	Accident
Male	58	fentanyl, xylazine	Accident
Male	62	fentanyl, mitragynine	Accident
Male	67	fentanyl	Accident

Eaton County

Drug-Related Deaths



This chart describes occurrences in one death of a given class of drug. As most drug-related deaths are due to two or more substances, the same death may fall into multiple categories (e.g. death due to fentanyl and alprazolam intoxication falls into the opioids, benzodiazepines, fentanyl and/or analogues, and opioids with benzodiazepines categories). Multiple of the same class of drug in the same death counts as only one occurrence of that class of drugs (e.g. death due to heroin and hydrocodone intoxication – both of these are opioids so this death falls only in the opioids category, as one occurrence). The “other” category is for occurrences of drug-related deaths due *solely* to drugs which do not fall into the other listed categories.

Ingham County

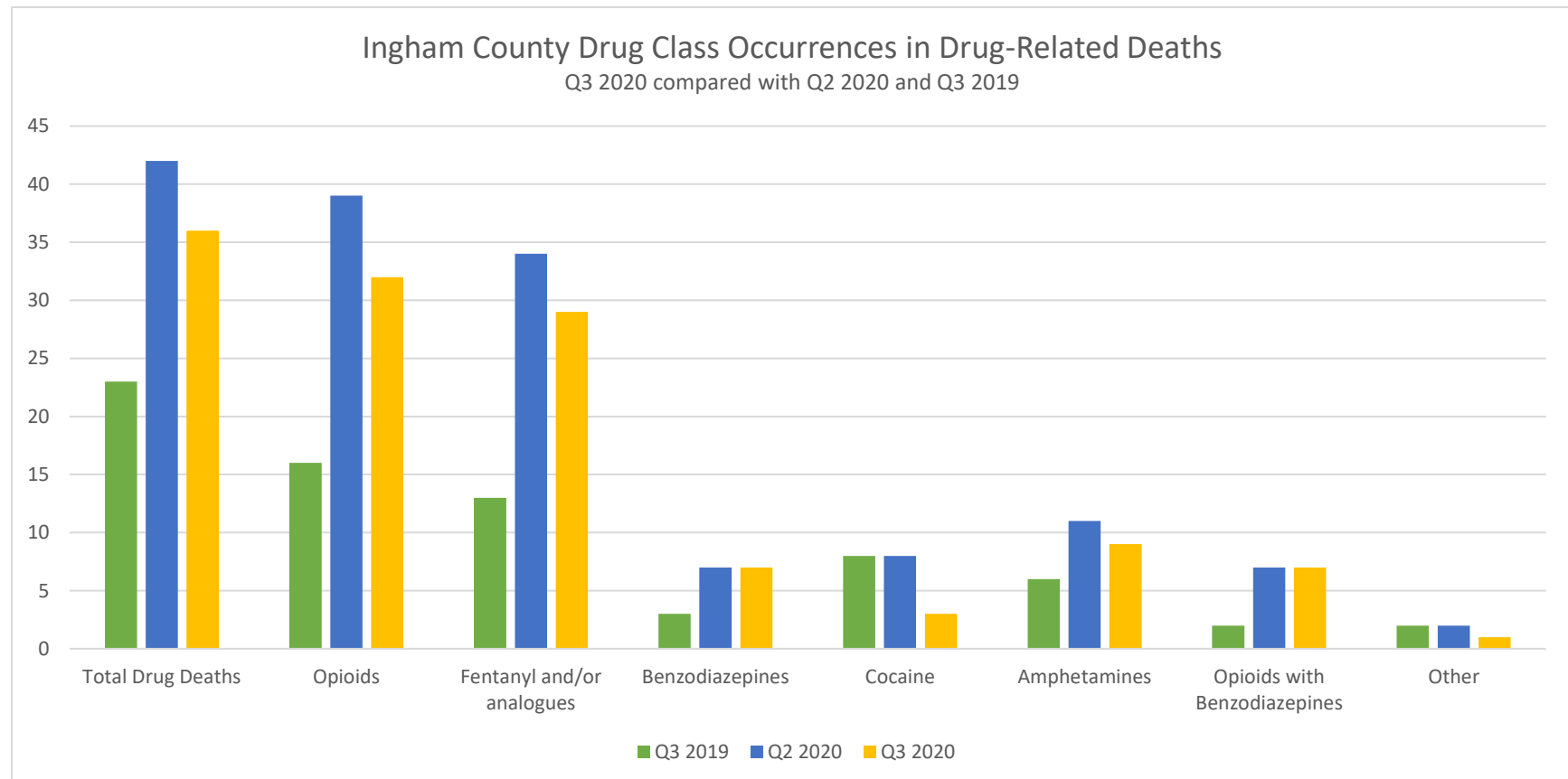
Drug-Related Deaths

2020 Q3 Ingham County Drug-Related Deaths			
Sex	Age	Substance(s) Causing Death	Manner of death
Male	20	fentanyl, alprazolam	Accident
Male	23	methamphetamine	Accident
Female	24	fentanyl	Accident
Male	26	fentanyl, ethanol	Accident
Male	26	methamphetamine, fentanyl	Accident
Male	28	fentanyl, methamphetamine	Accident
Male	29	alprazolam, diphenhydramine, fentanyl, tramadol	Indeterminate
Male	29	fentanyl, methamphetamine	Accident
Male	31	fentanyl, heroin	Accident
Female	33	fentanyl, methamphetamine, ethanol	Accident
Male	33	fentanyl, methamphetamine	Accident
Male	34	clonazepam, fentanyl	Accident
Female	34	fentanyl	Accident
Male	35	fentanyl	Accident
Female	35	fentanyl, diazepam, heroin	Accident
Male	36	fentanyl, alprazolam, hydrocodone, gabapentin, ethanol	Accident
Male	36	methamphetamine, fentanyl	Accident
Male	40	fentanyl, cocaine, xylazine	Accident
Male	40	mitragynine	Accident
Male	42	fentanyl, methamphetamine	Accident
Male	42	fentanyl	Accident
Female	43	fentanyl, hydrocodone, gabapentin, citalopram	Accident
Male	43	fentanyl	Accident

Male	44	fentanyl, cocaine, ethanol	Accident
Female	47	cocaine	Accident
Female	50	fentanyl, methadone	Accident
Male	52	fentanyl, Morphine, Ethanol	Accident
Female	52	fentanyl, hydrocodone, alprazolam	Accident
Female	55	cyclobenzaprine, hydrocodone	Suicide
Female	56	fentanyl, ethanol	Accident
Male	57	fentanyl, cyclobenzaprine, ethanol	Accident
Female	57	fentanyl, Gabapentin	Accident
Male	58	hydrocodone, cyclobenzaprine, meprobamate	Accident
Female	63	methadone, Bupropion	Accident
Female	64	amphetamine, zolpidem, amitriptyline, diphenhydramine, duloxetine, lamotrigine, ethanol	Accident
Male	66	alprazolam, fentanyl, hydrocodone	Accident

Ingham County

Drug-Related Deaths



This chart describes occurrences in one death of a given class of drug. As most drug-related deaths are due to two or more substances, the same death may fall into multiple categories (e.g. death due to fentanyl and alprazolam intoxication falls into the opioids, benzodiazepines, fentanyl and/or analogues, and opioids with benzodiazepines categories). Multiple of the same class of drug in the same death counts as only one occurrence of that class of drugs (e.g. death due to heroin and hydrocodone intoxication – both of these are opioids so this death falls only in the opioids category, as one occurrence). The “other” category is for occurrences of drug-related deaths due *solely* to drugs which do not fall into the other listed categories.

Ionia County

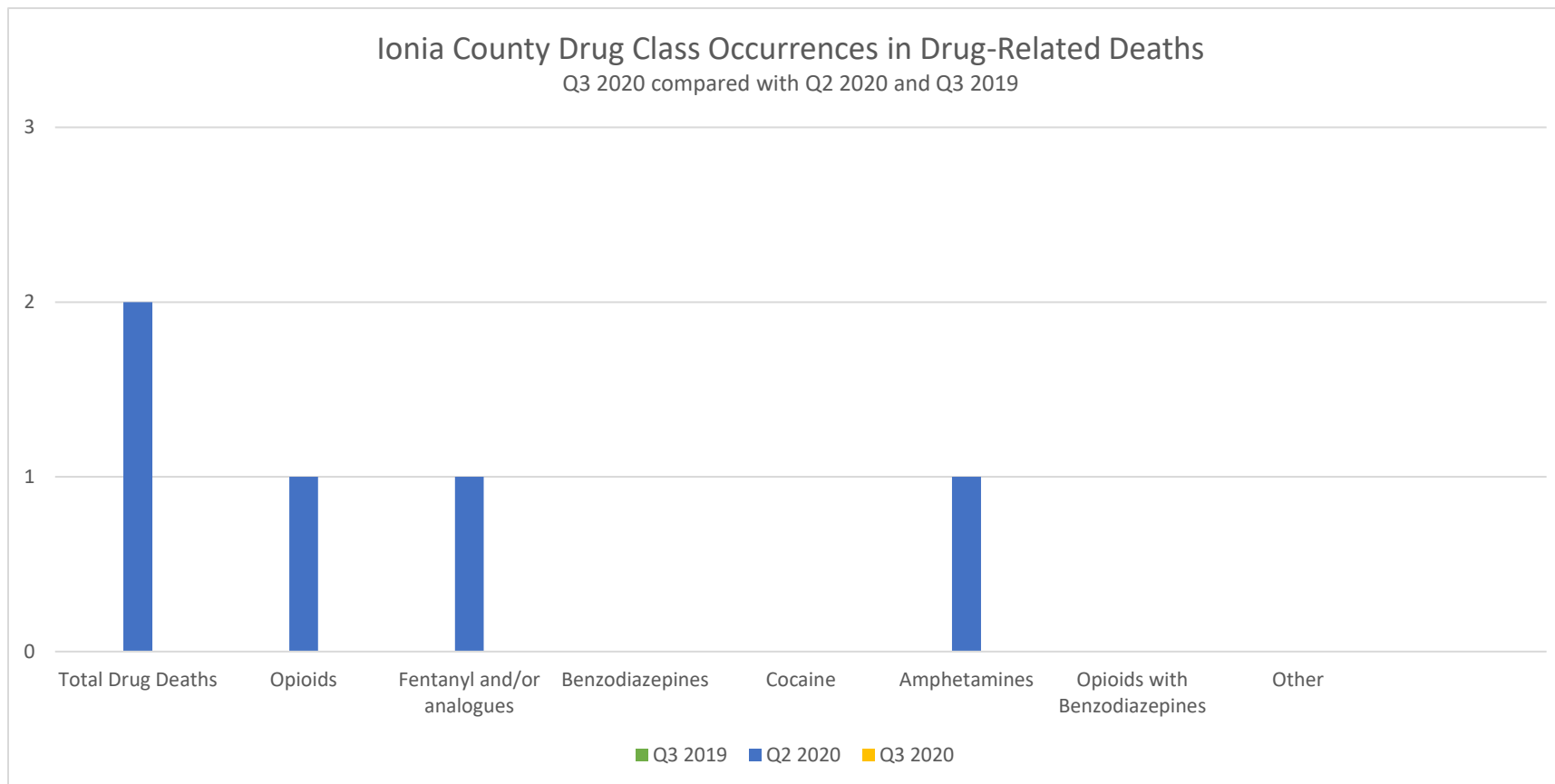
Drug-Related Deaths

2020 Q3 Ionia County Drug-Related Deaths			
Sex	Age	Substance(s) Causing Death	Manner of death

No drug-related deaths in Q3 2020

Ionía County

Drug-Related Deaths



This chart describes occurrences in one death of a given class of drug. As most drug-related deaths are due to two or more substances, the same death may fall into multiple categories (e.g. death due to fentanyl and alprazolam intoxication falls into the opioids, benzodiazepines, fentanyl and/or analogues, and opioids with benzodiazepines categories). Multiple of the same class of drug in the same death counts as only one occurrence of that class of drugs (e.g. death due to heroin and hydrocodone intoxication – both of these are opioids so this death falls only in the opioids category, as one occurrence). The “other” category is for occurrences of drug-related deaths due *solely* to drugs which do not fall into the other listed categories.

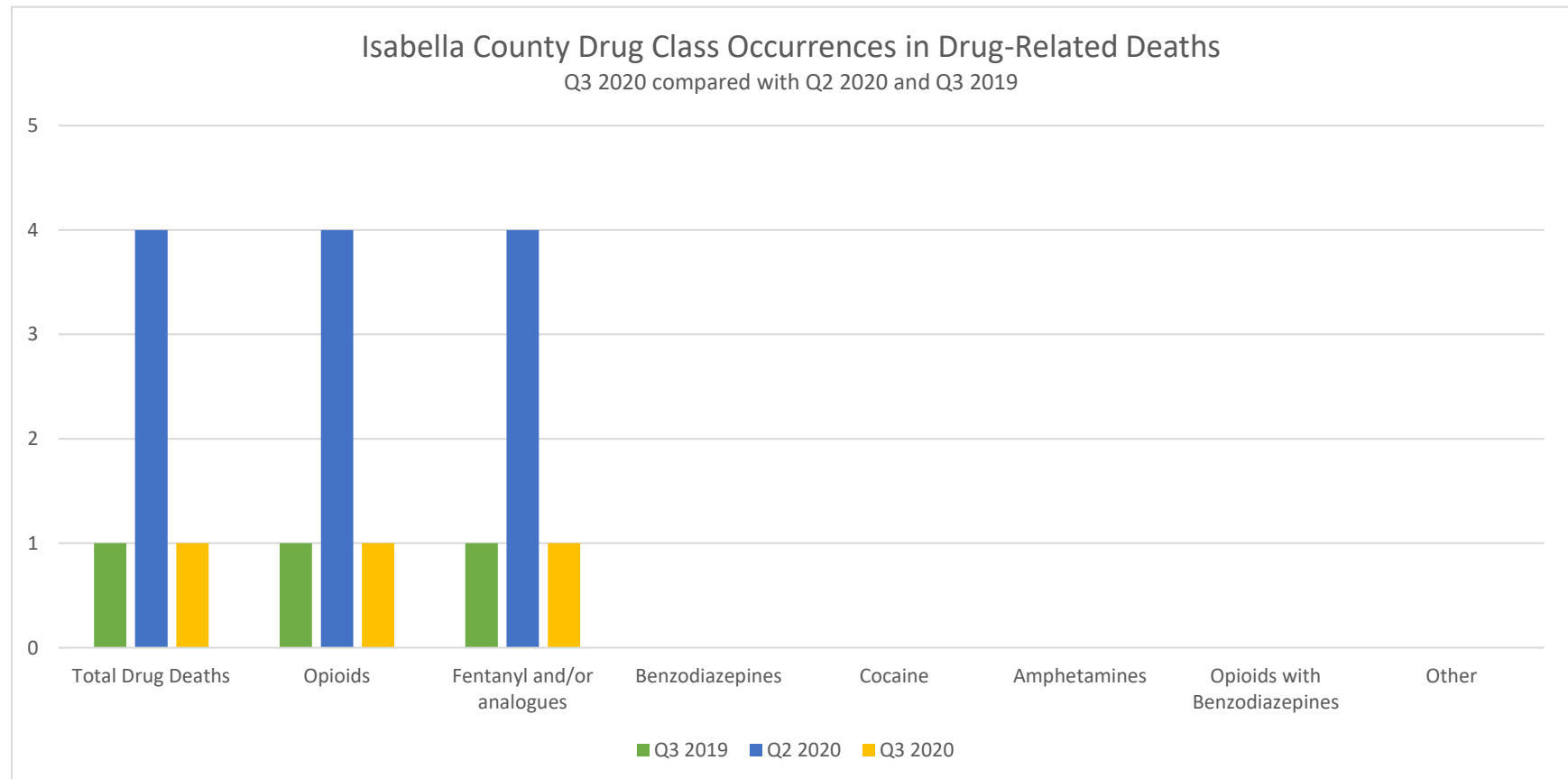
Isabella County

Drug-Related Deaths

2020 Q3 Isabella County Drug-Related Deaths			
Sex	Age	Substance(s) Causing Death	Manner of death
Male	45	fentanyl	Accident

Isabella County

Drug-Related Deaths



This chart describes occurrences in one death of a given class of drug. As most drug-related deaths are due to two or more substances, the same death may fall into multiple categories (e.g. death due to fentanyl and alprazolam intoxication falls into the opioids, benzodiazepines, fentanyl and/or analogues, and opioids with benzodiazepines categories). Multiple of the same class of drug in the same death counts as only one occurrence of that class of drugs (e.g. death due to heroin and hydrocodone intoxication – both of these are opioids so this death falls only in the opioids category, as one occurrence). The “other” category is for occurrences of drug-related deaths due *solely* to drugs which do not fall into the other listed categories.

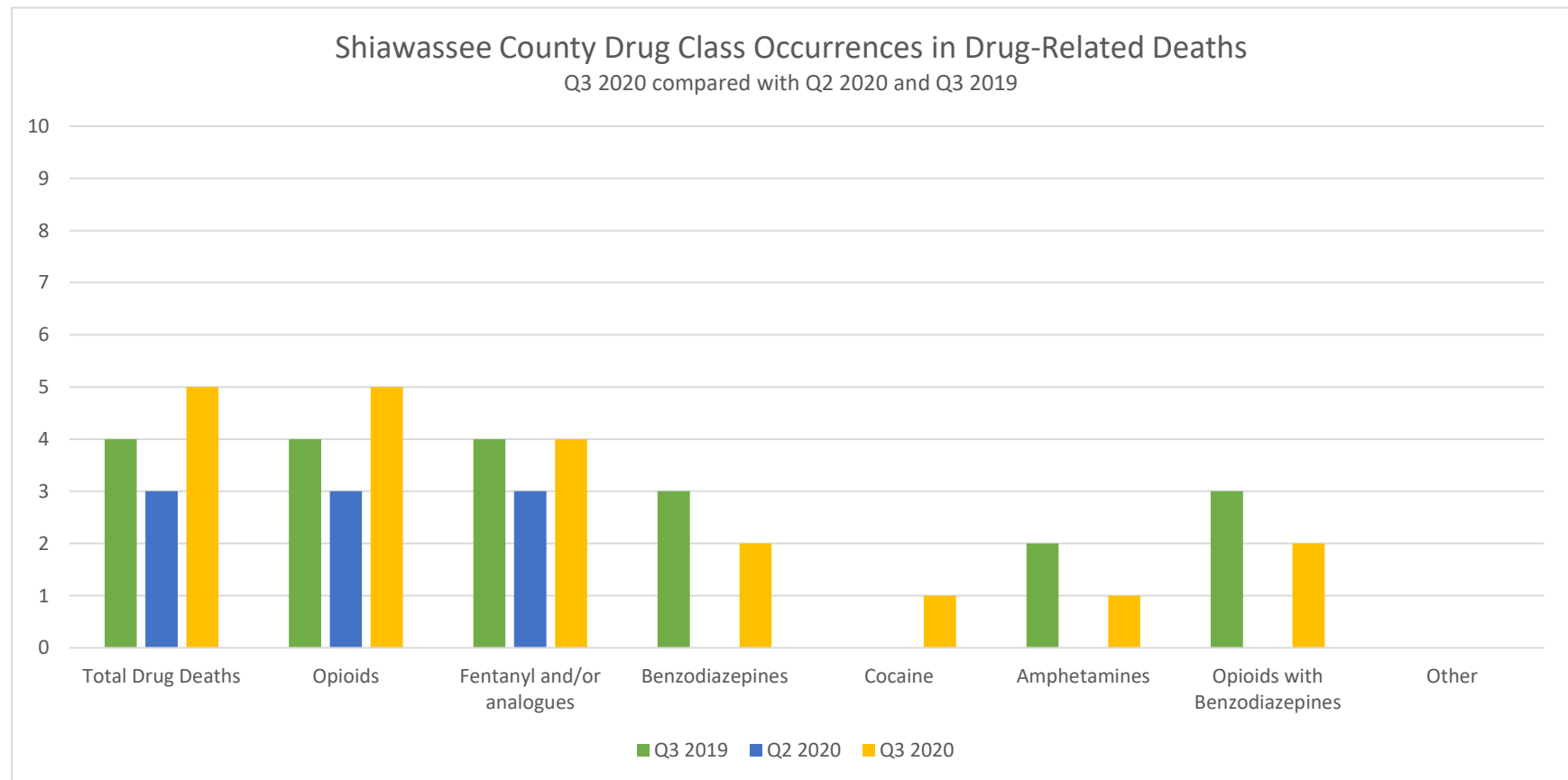
Shiawassee County

Drug-Related Deaths

2020 Q3 Shiawassee County Drug-Related Deaths			
Sex	Age	Substance(s) Causing Death	Manner of death
Male	24	fentanyl	Accident
Male	29	fentanyl, heroin, diazepam	Accident
Female	35	methadone, ethanol	Accident
Male	36	fentanyl, cyclobenzaprine, amitriptyline	Accident
Male	46	fentanyl, methamphetamine, cocaine, clonazepam, diazepam, sertraline	Accident

Shiawassee County

Drug-Related Deaths



This chart describes occurrences in one death of a given class of drug. As most drug-related deaths are due to two or more substances, the same death may fall into multiple categories (e.g. death due to fentanyl and alprazolam intoxication falls into the opioids, benzodiazepines, fentanyl and/or analogues, and opioids with benzodiazepines categories). Multiple of the same class of drug in the same death counts as only one occurrence of that class of drugs (e.g. death due to heroin and hydrocodone intoxication – both of these are opioids so this death falls only in the opioids category, as one occurrence). The “other” category is for occurrences of drug-related deaths due *solely* to drugs which do not fall into the other listed categories.