

EATON COUNTY BOARD OF COMMISSIONERS

MEMBERS

Tim Barnes
Blake Mulder
Terrance Augustine
Brandon Haskell
Jeanne Pearl-Wright
Jane Whitacre
Mark J. Mudry
Joseph Brehler



MEMBERS

Brian Droscha
Dairus Reynnet
Wayne Ridge
Brian Lautzenheiser
Jim Mott
Jeremy Whittum
Barbara Rogers

1045 Independence Blvd, Charlotte, MI 48813

EATON COUNTY BOARD OF COMMISSIONERS/PUBLIC SAFETY COMMITTEE

THURSDAY, NOVEMBER 3, 2022, 4:00 P.M.

BOARD OF COMMISSIONERS' ROOM, COUNTY COURTHOUSE, CHARLOTTE

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Agenda Additions and Changes.
4. Approval of October 6, 2022 Minutes.
5. Limited Public Comment.
6. Sheriff's Office Update.
7. Monthly Reports.
 - Reimbursement
 - Jail Census
8. Community Corrections By-Laws.
9. Central Dispatch Update.
10. Emergency Services Update.
11. Miscellaneous.
12. Limited Public Comment.
13. Adjournment.

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

PUBLIC SAFETY COMMITTEE

THURSDAY, OCTOBER 6, 2022

4:00 P.M.

MINUTES

MEMBERS PRESENT: Commissioners Tim Barnes, Wayne Ridge, Mark Mudry, Brian Droscha, Brandon Haskell, Jane Whitacre, and Dairus Reynnet

ALSO PRESENT: Commissioner Jeremy Whittum, Controller John Fuentes, Sheriff Tom Reich, Undersheriff Jeff Cook, Captain Robert Block, Dispatch Director Kelly Cunningham, Deputy Dispatch Director Francis D'Huyvetter, Telecommunicator Michael Bialkowski, Emergency Services Manager Ryan Wilkinson, Community Corrections Director Melanie Achenbach, Sobriety Court Case Manager Peter Klein, Public Defender Timothy Havis, and Jerri Nesbitt

The October 6, 2022, regular meeting of the Public Safety Committee was called to order at 4:00 p.m. by Chairman Commissioner Barnes.

The Pledge of Allegiance was given by all, led by Chairman Commissioner Barnes.

AGENDA ADDITIONS AND CHANGES

Commissioner Ridge moved to approve the agenda, as presented. Commissioner Haskell seconded. Motion carried unanimously.

APPROVAL OF MEETING MINUTES

Commissioner Whitacre moved to approve the minutes of the September 1, 2022 Public Safety Committee Meeting. Commissioner Droscha seconded the motion. Motion carried unanimously.

LIMITED PUBLIC COMMENT

None.

SHERIFF'S OFFICE UPDATE

Controller Fuentes informed the committee that the State announced the availability of a Public Safety Academy Assistance Grant program to assist with hiring and sending an employed recruit to a basic law enforcement training academy. Grants are awarded on a first come first serve basis and cover \$20,000 per academy sponsorship and \$4,000 for salary while the applicant is attending, with no required matching. Agencies can apply for up to a maximum of 25 scholarships. Vice-Chairman Commissioner Ridge made a motion to approve a resolution to approve a grant

application, to the Board of Commissioners. Commissioner Mudry seconded the motion. Motion carried unanimously.

MONTHLY REPORTS

Controller Fuentes reported that the total billed for State programs was \$625,000, of the total budgeted amount of \$860,000. The number of housed parole violators and MDOC inmates was extremely limited, with WRAP numbers remaining consistent in the 20's. Jail census averaged 48 percent for the month of September.

COMMUNITY CORRECTIONS/PROBLEM SOLVING COURTS UPDATE

Director Achenbach expressed her thanks for the support shown by the Sheriff's Office, Prosecutor's Office, and the Courts. A review was conducted by the State Court Administrator and the Veterans Court, Adult Circuit Drug Court, Felony Sobriety Court and 56-A District Hybrid Court programs were each certified for another 4 years.

CENTRAL DISPATCH UPDATE

Central Dispatch Director Cunningham reported that Curbside SOS has been implemented for a month. Research has begun for replacement of the CAD system. This project is expected to take up to 2 years. One Telecommunicator is in training and two others will be starting during the month of October. Information cards have been made for citizens and businesses describing RAVE Facility for Businesses, RAVE Alerts, and Smart 9-1-1 for distribution. The Public Relations team is attending Fire Department Open Houses throughout Eaton County. Dispatcher Michael Bialkowski was introduced to the committee. He has been employed with Eaton County Central Dispatch for 18 years.

It was reported that Nathan Nighbert has been named the 2022 9-1-1 Information Technologist of the Year and Director Kelly Cunningham has been named 2022 9-1-1 Dispatch Director of the Year, by Michigan Chapter of the Association of Public Safety Communications Officials (APCO). Award presentations will take place October 27, 2022.

EMERGENCY SERVICES UPDATE

Emergency Services Manager Wilkinson reported that the Tri-County Hazard Mitigation Plan is near completion. Due to Homeland Security funding decreasing, the Local Planning Team is being reorganized into a Strategic Work Group to 2023 to more efficiently utilize the remaining grant funding for training and exercise purposes. It was reported that Mr. Wilkinson participated in the Rock-N-Socks tabletop exercise conducted by the Michigan Mortuary Response Team. It was also reported that there is a tabletop exercise scheduled for October 25, 2022, from 9:00 a.m. to 11:00 a.m., to test County Continuity of Operations Plans. Committee members were invited to attend.

A Memorandum of Understanding (MOU) for Cross-Jurisdictional Public Alerting between Calhoun and Eaton Counties was presented for approval. This will enable IPAWS alerts that may cross County borders to be delivered to all intended alert recipients. Commissioner Haskell made a motion to approve the MOU. Commissioner Droscha seconded the motion. Motion carried unanimously.

MISCELLANEOUS

Controller Fuentes reported that he attended a meeting, with Sheriff Reich and the Deputies Unit of the Police Officers Association of Michigan (POAM) and as a result of the meeting additional information was requested and will be provided for review in the near future. The Command Unit of the POAM has requested to wait until the additional information has been provided before scheduling a date to meet.

Chairman Commissioner Barnes expressed his support and appreciation for passage of House Bills 5569, 5732, and 5772 which provides increased funding for Secondary Road Patrol coverage.

LIMITED PUBLIC COMMENT

None.

ADJOURNMENT

Chairman Commissioner Barnes adjourned the meeting at 4:30 p.m.

The next regularly scheduled meeting of the Public Safety Committee will be held at 4:00pm on Thursday, November 3, 2022 in the Board of Commissioners Room of the Courthouse located at 1045 Independence Blvd, Charlotte MI 48813.

Commissioner Timothy Barnes
Chairperson, Public Safety Committee

JAIL COUNT SUMMARY

Oct-22

Day	Building Total	Eaton County Pop.	Female Inmates	MDOC	WRAP	% of Capacity	% of Eaton County Pop
1	182	154	25	5	23	49%	84%
2	184	155	25	6	23	49%	84%
3	179	150	24	6	23	48%	84%
4	177	148	24	6	23	47%	83%
5	167	140	24	5	22	45%	84%
6	168	142	25	4	22	45%	84%
7	173	146	25	5	22	46%	84%
8	175	147	25	6	22	47%	84%
9	180	152	26	6	22	48%	84%
10	174	146	24	6	22	47%	84%
11	170	141	24	6	23	45%	83%
12	171	139	25	9	23	46%	81%
13	170	139	26	9	22	45%	81%
14	170	139	25	9	22	45%	81%
15	172	143	26	8	21	46%	83%
16	173	144	26	8	21	46%	83%
17	169	140	25	8	21	45%	83%
18	169	140	24	8	21	45%	83%
19	165	136	23	8	21	44%	82%
20	172	143	25	9	20	46%	83%
21	169	138	26	11	20	45%	81%
22	174	141	27	13	20	47%	81%
23	174	141	28	13	20	47%	81%
24	167	134	28	13	20	45%	80%
25	164	132	27	13	19	44%	80%
26	162	130	27	12	20	43%	80%
27	162	131	26	12	19	43%	81%
28	170	138	26	13	19	45%	81%
29	173	140	26	13	20	46%	81%
30	173	140	26	13	20	46%	81%
31	166	133	24	13	20	44%	80%

TOTAL			787	276	656	46%	37%
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Bldg Total	5314
Avg/Day	171

Eaton Cty. Total	4235
Avg/Day	137

Housing Total	276
Avg/Day	9

Female Total	787
Avg/Day	25

INTERGOVERNMENTAL PROFESSIONAL SERVICES AGREEMENT

Waverly Community Schools School Resource Officer

This Intergovernmental Professional Services Agreement (the "Agreement"), effective **DATE** is made and entered into by and between the County of Eaton, a Michigan Municipal Corporation, whose principal place of business is located at 1045 Independence Boulevard, Charlotte, Michigan 48813 ("County") through the Office of Eaton County Sheriff, located at 1025 Independence Boulevard, Charlotte, Michigan, 48813 ("ECSO"), and Waverly Community Schools, a Michigan general powers school District, whose principal place of business is located at 515 Snow Road, Lansing, Michigan 48917 ("District") (the County, ECSO, and District collectively being referred to as the "Parties").

RECITALS

WHEREAS, County is a municipal corporation located in Eaton County, Michigan, and the District is a municipal corporation public school district educating students residing within its boundaries in Lansing, Michigan.

WHEREAS, the Michigan Revised School Code, MCL 380.11a, further authorizes Michigan general powers school Districts to enter into agreements with other public bodies as part of performing the functions of the school District.

WHEREAS, municipal corporations may contract with each other for services pursuant to the Intergovernmental Contracts Between Municipal Corporations Act, MCL 124.1, *et seq.*

WHEREAS, the Parties desire to join together to finance and provide for a School Resource Officer ("SRO") by entering into this Inter-Governmental Agreement.

WHEREAS, the Parties believe the involvement of police in the educational program of the community's elementary and secondary schools would be beneficial by building respect for law enforcement and preventing present and future crime, among other reasons, and that the various units of government should work together to share the responsibilities for providing for a SRO.

Therefore, the Parties hereto agree as follows:

1. Purpose. This Agreement is entered into for the purpose of the ECSO providing one (1) certified and qualified ECSO employee to act as a SRO to the District.

2. Scope of Work. ECSO shall assign one (1) MCOLES (Michigan Commission on Law Enforcement Standards) licensed law enforcement officer to District to perform services ("Services"), listed below, and as described in the SRO job description: See Exhibit A, Services.

(a) Assist school administration in ensuring the physical safety of school buildings of the

- school, district, or intermediate district and the individuals inside the school buildings.
- (b) Work with school administration to develop safety procedures for potential threats in school buildings of the school, district, or intermediate district.
 - (c) Welcome, counsel, and mentor students.
 - (d) Educate students about law-related topics, as appropriate.
 - (e) De-escalate aggression that occurs between students or between students and school, district, or intermediate district staff.
 - (f) Mentor students as advisors and role models.

3. Term.

3.1. Initial Term. The initial term of this Agreement shall commence on November 15, 2022, and shall be effective through June 20, 2024 (the "Initial Term").

3.2. Extension Terms. The Parties may extend this Agreement following the Initial Term by mutual written agreement.

4. Compensation

4.1. Costs. The District agrees to pay the County the actual costs for performing all Services covered by this Agreement. The actual costs associated with this Agreement are based on the SRO being assigned to the District for 2080 hours on a calendar year basis. The basic cost of such Services is estimated to be, and intended by the Parties not to exceed, \$125,000 for the Initial Term. See Exhibit B, Cost Estimates. The basic cost includes all salaries and wages, sick leave, vacations, employee benefits, supervision, Public Employees' Retirement Contribution Insurance premiums, social security, unemployment insurance, worker's compensation, equipment costs, vehicle costs, K-9 expenses, and/or all other direct costs incurred by the County and the ECSO in providing the Services. The County reserves the right to request, and District agrees to pay, all actual and reasonable costs incurred in providing the Services, dollar for dollar, including vehicle fuel costs in excess of the estimated motor pool allowance based on use and the costs of fuel.

4.2. Invoices. The County shall provide to the District bi-monthly invoices, along with any supporting documentation such as time sheets and receipts for incurred expenses. Actual computation of applicable costs hereunder shall be made by the County Controller/Administrator. Payments for such undisputed costs shall be made promptly by the District to the County within thirty (30) days of receipt of the County's invoice and supporting documentation.

4.3. Overtime. In addition to the basic costs designated in subsection 4.1 above and not including the assignments designated in Section 7 of this agreement, with prior approval by an authorized administrator of the District, the District agrees to pay costs for any overtime incurred in the course of providing the Services under this Agreement. The County and the ECSO agree that overtime incurred during the period covered by this

Agreement shall be kept to a minimum. The County and ECSO further agree to report overtime costs, if any, to the District monthly.

4.4. Salary Increases. If, during the period covered by this Agreement, an increase in salary, fringe benefits or other costs implemented as a result of a change to the collective bargaining agreement mutually agreed upon between the County and the collective bargaining organization (labor union) of the SRO or as a result of rate increases, this Agreement shall be amended to include the increased cost of providing the Services covered under this Agreement. Any such increases will only apply prospectively and after the County provides the District with at least forty-five (45) days' written notice.

4.5. Retirement. If, during the period covered by this Agreement, an officer who is currently or has been assigned to this Agreement retires from, or otherwise leaves, the employment of the ECSO, the District agrees that it will be liable for any vacation benefit payout accrued during periods of employment while assigned to the District. The District will not be liable for any vacation benefit payout accrued during periods of employment while not assigned to the District.

5. **ECSO Employee.** The SRO assigned to the District by ECSO shall be considered an employee of ECSO. ECSO will be the sole and exclusive employer of the SRO for all purposes, including hiring, directing, discharge, unemployment compensation, retirement, and state and federal taxes. In addition, the SRO shall be directly accountable to the ECSO in connection with the performance of law enforcement duties of this Agreement.

6. **School Resource Officer Training.** Training is an essential element of providing quality police services, SRO training expenses specifically related to the role of the SRO shall be paid exclusively by the ECSO.

7. **Assignment Location and Duration.** The SRO will be assigned at the following locations:

Waverly High School, 160 Snow Road, Lansing, MI 48917

The SRO shall be on duty during the regularly scheduled school day. The District may also request the SRO be assigned by the ECSO to be on duty for home high school football games, basketball games, District or regional tournaments hosted by the high school, other sporting events and special events as requested by the District authorized administrator. It is understood that assignment to such events may result in overtime costs to the District. It is also understood that the ECSO may assign, or the District may request additional resources be assigned to such events, which cost will be the responsibility of the District.

The SRO shall make an effort to schedule vacation and sick leave time after school hours or during school break periods.

8. Substitute SROs. In the event that the normally assigned SRO is unable to provide services under this Agreement for a time interval greater than two weeks, and ECSO does not provide a substitute officer, the District will receive a per diem credit, which will be applied to the next scheduled billing.

9. SRO Replacement. If an SRO resigns, or if the District requests replacement of an SRO for a reason that is not arbitrary or capricious, ECSO will replace the SRO with a similarly qualified individual at no additional charge to the District. ECSO will consult with the District before a replacement is selected.

10. Background Check. The ECSO will not furnish any personnel to the District who would be ineligible for employment by the District if such person(s) were instead employed directly by the District. The SRO will be required to receive clearance from a background check before working in any District facilities.

11. Criminal History & Criminal Records Check. Pursuant to Sections 1230 and 1230a-h of the Revised School Code, ECSO shall cooperate fully with the District, who shall perform a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, as to all person(s) assigned by ECSO under this Agreement to work in any District facilities or at program sites where the District delivers educational programs or services. ECSO shall ensure that the SRO under this Agreement takes all necessary steps, including traveling to the District, and filling out all necessary paperwork and paying all necessary fees (for the background checks, fingerprinting, and ICHAT checks), to comply with Sections 1230 and 1230a-h of the Revised School Code, and any record keeping requirements of the Michigan State Police.

12. Applications. Each person assigned under this Agreement shall furnish the District with a copy of the front page of his or her initial ECSO job application. The District will maintain these applications solely to comply with record keeping requirements related to criminal history background checks. The District's retention of a copy of the ECSO's job application shall not infer an employment relationship. Before assigning any individual under this Agreement, ECSO will ensure that the person has completed all applicable necessary requirements contained within Section 1230 and 1230a-h of the Revised School Code. ECSO will receive an Affidavit for Assignment for the SRO. A signed and returned Affidavit for Assignment will be considered the District's acceptance or rejection of the person's criminal records check.

13. Listed Offenses. ECSO shall not assign any of its employees, agents, or other individuals to perform any services under this Agreement where such person would regularly and continuously work in the District's facilities or program sites if such person has been convicted of any of the following offenses:

- a. Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or

- b. Any offense enumerated in Section MCL 380.1535a or 380.1539b of the Revised School Code; or
- c. Any felony. Provided, that the prior written approval of the District's Superintendent and of its Board of Education an individual who has been convicted of a felony (other than a "listed offense" as defined above) and who is regularly and continuously providing services under this Agreement at District facilities or program sites may be permitted to perform such services when, in the judgment of the District's Superintendent and Board of Education, that individual's presence will not pose a danger to the safety or security of the District's students or employees; or
- d. Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections MCL 380.1230(1) and MCL 380.1230a(8) of the Revised School Code; or
- e. Any offense of a substantially similar enactment to those enumerated in a-d above, of the United States or another State; or
- f. Any offense that would, in the judgment of the District, create a potential risk to the safety and security of student services by the District or its employees.

14. Compliance with Policies. Persons assigned to the District under this Agreement will comply with the District policies which apply to performance of services under this Agreement, to the extent District policies do not interfere or conflict with the SRO's performance of normal law enforcement or emergency first aid duties, including but not limited to, policies pertinent to:

- a. Non-discrimination;
- b. Child abuse and neglect reporting;
- c. Sexual harassment;
- d. Confidentiality of student records and student record information;
- e. Administration of medication to pupils;
- f. Communicable diseases;
- g. Seclusion and Restraint;
- h. Alcohol/controlled substance possession and use; and
- i. Emergency Procedures.

At the inception of this Agreement, the District will provide a copy of the above policies to ECSO. ECSO and the District will cooperate in orientation of the ECSO's employees to the above policies.

15. Non-Discrimination. The parties covenant not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or in a manner directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or any other protected characteristic.

16. Confidentiality. The SRO providing services to the District shall be deemed the District's "Law Enforcement Unit," as defined by the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g and its underlying regulations, including but not limited to 34 CFR § 99.8(a). The SRO shall be considered a school official with legitimate educational interests in the review of student education records in the course of their duties, and shall be granted all attendant rights and obligations, as permitted by law.

Except as otherwise stated in this Agreement or permitted by law, the SRO will not disclose any student information without prior written consent of the student's parent/guardian or eligible student. The SRO may, however, redisclose student information to the same extent any other school official would be permitted to disclose the information pursuant to FERPA and other state and federal laws that apply to local educational agencies. If the SRO rediscloses personally identifiable information, the SRO must notify the building principal of the redisclosure and must, in consultation with the building principal, take steps required by state and federal law to document to whom the information was disclosed and the purpose for the redisclosure.

This provision is not intended to limit or restrict the SRO from carrying out his or her normal law enforcement duties in accordance with applicable law.

17. Liability. Neither party waives its governmental immunity under the Michigan Governmental Immunity Act, MCL 691.1401 et seq., or any defense available to them or their officers, agents, or employees. The parties are solely responsible for the acts, errors, or omissions of its respective officers, agents, and employees.

18. Insurance. The County will name the District as an additional insured on its general liability insurance and other insurance as is reasonably necessary to insure the District from any liability as a result of any act or omission of the SRO. The District will name the County as an additional insured on its general liability insurance and other insurance as is reasonably necessary to insure the County from any liability as a result of any act or omission of the District or its agents and employees.

19. Notices. The parties will send, by first class mail, postage prepaid, all correspondence and written notices required or permitted by this Agreement to each signatory of this Agreement or any signatory successor in office, to the following addresses:

a. If to the District:

Kelly Blake, Superintendent
Waverly Community Schools
515 Snow Road
Lansing, MI 48917

b. If to the County:

John Fuentes, Controller/Administrator
Eaton County
1045 Independence Blvd
Charlotte, MI 48813

Tom Reich, Sheriff
Eaton County
1025 Independence Blvd
Charlotte, MI 48813

Except as otherwise provided by this Agreement, all correspondence or written notices will be considered delivered to a party as of the date that the notice is deposited with sufficient postage, with the United States Postal Service.

20. Termination. Either party may terminate this Agreement at any time, with or without cause, upon written notice to the other parties not less than forty-five (45) days prior to the date of such termination. In the event of early termination, District is only responsible for paying for services on a prorated basis through the end date of early termination, and the County is not liable to District for any costs incurred to obtain substitute performance.

21. Freedom of Information Act. This Agreement and all attachments, as well as all other information submitted by District to the County, are subject to disclosure under the provisions of MCL §15.231 *et seq.*, known as the "Freedom of Information Act."

22. Liability. Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to or immunity from tort claims. This Agreement is not intended to, nor will it be interpreted as giving, either party a right of indemnification either by Agreement or at law for claims arising out of the performance of this Agreement.

23. General Provisions.

23.1 Entire Agreement. This Agreement, consisting of the following documents and Exhibits, embodies the entire Agreement between the Parties.

23.1.1. The Agreement – This Professional Services Agreement

23.1.2. Exhibit A – Scope of Work

23.1.3 Exhibit B – Cost Estimates.

23.2. No Assignment. The County may not assign or sub-contract the Services contemplated in this Agreement without the express written consent of District.

23.3. Modification. This Agreement may be modified only in a writing and signed by all Parties.

23.4. Binding Effect. The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the Parties.

23.5. Headings. The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and/or interpret any provision of this Agreement.

23.6. Governing Law and Venue. This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two (2) years of the cause of action accruing and must be brought in a court of competent jurisdiction in Eaton County, Michigan.

23.7. Severability and Survival. In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

23.8. Interpretation. Each Party has had an opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

23.9. Remedies. All remedies specified in this Agreement are non-exclusive, and the Parties reserve the right to seek any and all remedies available under this Agreement and applicable law in the event of a material breach.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

EATON COUNTY

NAME, TITLE
Eaton County

Date: _____, 2022

OFFICE OF THE EATON COUNTY SHERIFF

NAME, TITLE
Office of the Eaton County Sheriff

Date: _____, 2022

WAVERLY COMMUNITY SCHOOLS

Kelly Blake, Superintendent
Waverly Community Schools

Date: _____, 2022

DRAFT

EXHIBIT A

SCOPE OF WORK

As a law enforcement officer of the ECSO the SRO is responsible for the enforcement of applicable Michigan statutes and local ordinances. Such law enforcement decisions and actions are made by the assigned ECSO employee and/or supervisor as deemed necessary, based on the training, policies and practices of the Eaton County Sheriff's Office. When possible, time and circumstances permitting, school officials will be informed prior to such actions so that they may occur with the least possible disruption to school operations. In the role of SRO is assigned the following, as part of the law enforcement responsibilities:

- (a) Assist school administration in ensuring the physical safety of school buildings of the school, district, or intermediate district and the individuals inside the school buildings.
 - Handle requests for calls for service in and around schools
 - Respond to unauthorized persons on school property
 - Integrate appropriate security equipment/technology solutions
 - Monitor student safety in the parking lot
 - Secure entrances around the perimeter of the school
 - Provide first aid during medical emergencies
- (b) Work with school administration to develop safety procedures for potential threats in school buildings of the school, district, or intermediate district.
 - Conduct comprehensive safety and security assessments
 - Review existing Emergency Operations Plans
 - Develop and expand safety plans or strategies
- (c) Create and foster positive relationships with students
- (e) De-escalate physical aggression that occurs between students or between students and school, district, or intermediate district staff.
- (g) Serve as a liaison between the school and other police agencies, investigative units, or juvenile justice authorities when necessary and consistent with applicable civil rights laws and privacy laws

(h) Collaborate with District culture team and other stakeholder groups
The role of SRO shall **NOT** be assigned the following:

- (a) Enforce school discipline rules that are the prerogative of the school administrators

DRAFT

EXHIBIT B

Deputy Straight Time Rate Fiscal Year 2022/23

	Hours	Hourly Rate	Gross Pay
Regular	2080	\$ 29.2400	\$ 60,819.20
		Total Pay	\$ 60,819.20
Fringes			
FICA		7.650%	\$ 4,652.67
Retirement		29.260%	\$ 17,795.70
Ret Health		31.500%	\$ 19,158.05
MESC		0.030%	\$ 18.25
W/C		0.600%	\$ 364.92
Life		1.250%	\$ 760.24
Dental (Monthly)		70.00	\$ 840.00
Health (Monthly)		1,675.91	\$ 20,110.92
		Total Fringes	\$ 63,700.74
		Total Cost	\$ 124,519.94

EXHIBIT B

Deputy Straight Time Rate Fiscal Year 2021/22

	Hours	Hourly Rate	Gross Pay
Regular	2080	\$ 28.6000	\$ 59,488.00
		Total Pay	<u>\$ 59,488.00</u>
Fringes			
FICA		7.650%	\$ 4,550.83
Retirement		25.570%	\$ 15,211.08
Ret Health		29.500%	\$ 17,548.96
MESC		0.010%	\$ 5.95
W/C		0.500%	\$ 297.44
Life		1.000%	\$ 594.88
Dental (Monthly)		70.00	\$ 840.00
Health (Monthly)		1,675.91	<u>\$ 20,110.92</u>
		Total Fringes	\$ 59,160.06
		Total Cost	\$ 118,648.06

**BY-LAWS
OF
EATON COUNTY COMMUNITY CORRECTIONS
ADVISORY BOARD**

Adopted: _____

**EATON COUNTY
COMMUNITY CORRECTIONS ADVISORY BOARD
BY-LAWS**

PREAMBLE:

The Eaton County Board of Commissioners has appointed the Community Corrections Advisory Board, referred to as "CCAB", to exercise the functions, powers and duties described in the Michigan Community Corrections PA 511 Act of 1988.

The CCAB adopts these By-Laws to govern the exercise of its functions, powers and duties.

ARTICLE I Functions, Powers and Duties

The functions, powers and duties of the CCAB shall be:

- (a) Develop a comprehensive community corrections plan, monitor the plan, recommend improvements and modifications, perform annual evaluations of the program and activities in that plan, and prepare an annual report.
- (b) Provide for the management of the Community Corrections Plan.
- (c) Develop a process for receipt of proposals, a proposal review and selection criteria which present no conflicting interest with the CCAB, County Commission or Office of Community Alternatives or local programs under consideration.
- (d) Establish a system for data analysis as required by the Office of Community Alternatives and provide information and reports as required by the Office of Community Alternatives.
- (e) Comply with minimum standards, program, and fiscal monitoring system adopted by the State Community Corrections Board.
- (f) Develop a system for evaluating and monitoring the effectiveness of the community corrections programs in accordance to the guidelines developed by the State Community Corrections Board.
- (g) Adopt program policies and procedures for the operation of the CCAB and local programs.
- (h) Maintain and review by-laws, subject to approval by the County Board, which set forth membership criteria set forth in the Community Corrections Act and detail the purpose, structure and expectations of the CCAB
- (i) Develop an on-going public education and information program and implement public information activities, which inform and educate the general public regarding the need for diversion of qualified offenders from confinement and the benefits these programs bring to the community.
- (j) Determine the possible sources for funding of the program activity specified in the comprehensive plan.
- (k) Recommend to the County Board that contracts be entered into for services or provide services directly as identified in the comprehensive plan.

- (l) Regularly monitor activities under the comprehensive plan for compliance with the Office of Community Alternatives operating standards and initiate corrective actions in cases of noncompliance.
- (m) Respond to requests by the Office of Community Alternatives and ensure that any required corrective actions are taken.
- (n) Develop safeguards to prevent duplication of existing public and private services to meet the needs of clients.
- (o) Encourage local planning activities in order to promote greater interagency coordination and more effective program development.
- (p) The CCAB shall not be responsible for determinations of individual offender eligibility or termination.

ARTICLE II MEMBERSHIP

Section 1: Appointment of Membership

The CCAB will represent a cross section of Corrections, Business, Labor, Governmental Political Bodies, and Community Agencies. All appointments shall be made by the County Board of Commissioners, with the advice and recommendations of the CCAB. The CCAB shall consist of members who fill the following roles:

- (a) Eaton County Sheriff, or designee
- (b) Charlotte Police Department Chief of Police, or designee
- (c) Circuit Court Judge, or designee
- (d) District Court Judge, or designee
- (e) Probate Court Judge, or designee
- (f) Eaton County Commissioner
- (g) At least one and not more than three members selected from the following service areas: mental health, public health, substance abuse, employment and training, or community alternative programs
- (h) Eaton County Prosecutor, or designee
- (i) Criminal Defense Attorney, or designee
- (j) Business Community Representative
- (k) Communications Media Representative
- (l) Circuit Court Probation Agent or District Court Probation Officer
- (m) Workforce Investment Board Representative
- (n) Representative from the General Public

Section 2: Length of Term

All members of the CCAB shall serve for a term of two years from the date of their appointment and shall remain in office until their successors are duly appointed. There is no limitation to the number of terms served by a member.

Section 3: Vacancies

Vacancies occurring as a result of expiration of term in office, resignation, death or disqualification, shall be filled by the County Board of Commissioners for the remainder of the term.

Section 4: Attendance

Any member who cannot attend a regularly scheduled CCAB meeting, may appoint a designee.

ARTICLE III SELECTION OF OFFICERS

Section 1: Officers

The officers for the CCAB are the Chairperson, Vice Chairperson, and such other officers as the board from time to time may determine and elect. The duties of the secretary shall be fulfilled by the county's Community Corrections Manager.

Section 2: Elections

The election of officers shall take place at the first meeting of the CCAB held during the calendar year. All officers shall hold office for two years or until their successor has been elected and assumed office. Election of officers shall be by a majority vote of a quorum of the CCAB.

Section 3: Duties

The chairperson shall have such powers and duties as may be described by custom parliamentary law for the office. The chairperson shall perform duties as may be set by the board from time to time.

The vice-chairperson, in the absence or disability of the chairperson, will preside at meetings and take over other duties of the chairperson as necessary. In addition, the vice-chairperson shall perform such duties as may be assigned by the chairperson or the CCAB.

ARTICLE IV MEETINGS

Section 1: Regular Meetings

The regular meetings of the CCAB shall be held at least two (2) times a year at a date, time and place designated by the CCAB.

Section 2: Special Meetings

Special meetings of the CCAB may be called by the chairperson of the CCAB, or by petition of four members of the CCAB and shall be preceded by at least three (3) days written notification to all members. The chairperson shall fix the time and place for all special meetings.

Section 3: Quorum

A quorum shall consist of the majority of CCAB members for the transaction of business. A majority vote of the quorum shall be sufficient for the adoption of any motion except to amend these by-laws.

Section 4: Open Meetings

All meetings of the CCAB or its sub-committees shall be open to the public. The dates of the regular meetings of the CCAB and of the meetings of any standing committees will be on file in the office of the County Clerk and posted on the Eaton County website.

ARTICLE V LOCATION

Section 1: Address

The business location and mailing address for the Eaton County Community Corrections Advisory Board is:

Eaton County Community Corrections
Eaton County Courthouse
1045 Independence Blvd.
Charlotte, Michigan
48813

ARTICLE VI ADOPTION OF AND AMENDMENTS TO THE BY-LAWS

Adoption of the By-Laws shall be upon the 2/3 vote of the CCAB members, and such adoption shall be subject to the approval of the County Board of Commissioners. Proposed changes to the By-Laws of the CCAB may be enacted by a two-thirds vote of the Eaton County Community Corrections Advisory Board at a regularly scheduled or special Board meeting, provided at least fifteen (15) days' notice of the proposed amendments have been given to members of the Board. Proposed amendments approved by the Advisory Board shall then be forwarded to the Board of Commissioners, for final ratification.

ARTICLE VIII EFFECTIVE DATE

These By-Laws shall take effect immediately upon approval of the CCAB and the County Board of Commissioners.

Honorable Janice K. Cunningham, Chairperson
Community Corrections Advisory Board

Date:_____

Jeremy Whittum, Chairperson
Eaton County Board of Commissioners

Date:_____

Diana Bosworth, Eaton County Clerk/Register of Deeds

Date:_____

EATON COUNTY BOARD OF COMMISSIONERS

NOVEMBER 16, 2022

**RESOLUTION TO AUTHORIZE APPLICATION FOR STATE OPIOID
RESPONSE PROJECT GRANT**

WHEREAS, the Michigan Department of Health and Human Services and the State Court Administrative Office has State Opioid Response grant funds available for the period of October 1, 2022 to September 30, 2023; and

WHEREAS, the Community Corrections Department operates an Adult Circuit Drug Court which is grant funded; and

WHEREAS, the grant would provide additional funds to offer transitional housing for participants of the Adult Circuit Drug Court.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners authorize the Community Corrections Department to submit a grant application in an amount not to exceed \$22,800 for the period of October 1, 2022 to September 30, 2023; and

BE IT FURTHER RESOLVED, that if the County's participation in the grant is discontinued or requires a County General Fund contribution, the continuation of the grant funding will be reviewed by the appropriate committees to determine the necessity of General Fund commitment; and

BE IT FURTHER RESOLVED, that the Controller be authorized to approve any necessary budget amendments to increase expenditures and increase grant revenue if the grant is approved by the State of Michigan; and

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners be authorized to sign any necessary documents.



Eaton County Central Dispatch

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

Kelley Cunningham, *Director*
Francis D'Huyvetter, *Deputy Director*

October 2022 Monthly Report

Monthly Statistics:

- 11,364 Total Telephone Calls
 - 4,045 on Emergency Lines
 - 7,319 on Non-Emergency Lines
- 25 Text-to-911 Sessions
- 7,515 Incidents
 - 5,183 Law Enforcement
 - 1,532 EMS
 - 800 Fire
- 11 Addresses Issued
- 10 Radio Support Tickets

Training & Exercises:

- Supervisor Nunham, Deputy Director D'Huyvetter, and Director Cunningham attended the Peninsula Fiber User Group Meeting in Bay City.
- Deputy Director D'Huyvetter attended Michigan's Public Safety Communications System User Group Meeting in Traverse City.
- Supervisor Hunt and Nunham attend Emergency Response for Accidents Involving Livestock (ERAIL) at Michigan State University.
- Deputy Director D'Huyvetter & Director Cunningham participated in the Eaton County Continuity of Operations (COOP) Tabletop Exercise.
- Supervisor Howland, Supervisor Carranco, Deputy Director D'Huyvetter, and Director Cunningham attended the Michigan APCO Annual Meeting in Frankenmuth.

Technology & Radios:

- Eaton County Central Dispatch staff and other Eaton County Responders attended the Motorola Flex Computer Aided Dispatch (CAD), Records Management System (RMS), and Jail Management System (JMS) Demonstration.
- Technology Services performed network maintenance where the internet was out for approximately ten (10) minutes. Implementing redundant network connections to our Computer Aided Dispatch (CAD) stations by Technology Services allowed telecommunicators to continue taking calls without losing connectivity during this network maintenance.
- Eaton County Central Dispatch staff and other Eaton County Responders attended the CORE Technology TAC.10 Computer Aided Dispatch (CAD) Demonstration.
- The outdoor warning siren repeater on the old Vermontville water tower was relocated to the new Vermontville water tower.
- ASAP to PSAP is a project that has been held up over the past three (3) years due to connectivity between our CAD vendor and the State of Michigan Law Enforcement Information Network (LEIN). The connection has finally been established, and the project is moving forward.

Operations:

- There are currently three (3) telecommunicators in the training program.
- Telecommunicator Bialkowski received a T.O.P. (Telecommunicator Operating Prepared Live) Save award from Prepared Live. He utilized this technology to help and communicate with the subject with a medical emergency.
- Technology Services Deputy Director Nathan Nighbert was presented with the Michigan APCO Information Technologist of the Year award in Frankenmuth.
- Director Cunningham was presented with the Michigan APCO Director of the Year award in Frankenmuth.

Outreach & Public Relations Events:

- Director Cunningham trained Charlotte High School staff members on utilizing RAVE Panic Button.
- Deputy Director D'Huyvetter and Director Cunningham trained City of Eaton Rapids employees on utilizing RAVE Alert.
- Telecommunicator Kelley and Clerk/Receptionist Tucker attended the Benton Township Fire Open House.
- Telecommunicator March and Executive Assistant Ewing attended the Grand Ledge Fire Open House.
- Supervisor Howland and Telecommunicator Kelley attended the Charlotte Fire Open House
- Supervisor Howland, Nunham, and Executive Assistant Ewing attended the Delta Township Fire Open House.
- Telecommunicator March and Executive Assistant Ewing attended the Hamlin Township Fire Open House.
- Supervisor Howland and Telecommunicator Kelley attended the Eaton Rapids Trick-or-Treat Event.
- Supervisor Howland, Telecommunicator Neirink, and Telecommunicator March attended the Grand Ledge Bridge Street Trick-or-Treat event.
- Supervisor Howland, Supervisor Nunham, and Telecommunicator March attended the Eaton County Sheriff's Office First Responder Trunk-or-Treat Event.
- Supervisor Nunham attended the Olivet Fire Open House.

Rave Report:

Usage & Outreach (10/01/2022 - 10/31/2022)	
Inbound 911 Calls	4,162
User-Initiated Tickets	15
Safety Profile Pops	106
Guardian Profile Pops	0
Tickets With Chat	148
Tickets With Chat Response	21
Tickets With Video Sharing	0
Notes Added	0
Tickets with Notes Available	3
Tickets with RapidSOS Location	3,032
Tickets with RapidSOS Data	1,344
Facility Profile Pops	143
Panic Button Activity	13
Safety Profiles Created	42
Facility Profiles Created And Approved	0
Pending Approvals	2
Total Safety Profiles Created	10,932
Total Facility Profiles Created And Approved	77

Yours Truly,



Kelley M. Cunningham
Director

Eaton County Central Dispatch

Total Calls For Service

October 2022				
Type Agency	Month To Date		Year To Date	
	Calls	%/Total	Calls	%/Total
EMS	1,532	20.4%	14,085	19.5%
Fire	800	10.6%	7,387	10.2%
Police	5,183	69.0%	50,606	70.2%
Total Calls	7,515	100.0%	72,078	100.0%

Eaton County Central Dispatch

Fire Calls For Service

October 2022				
Agency	Month To Date		Year To Date	
	Calls	%/Total	Calls	%/Total
Bellevue Fire	28	3.5%	280	3.8%
Benton Twp. Fire	23	2.9%	289	3.9%
Charlotte Fire	93	11.6%	926	12.5%
Delta Fire	285	35.6%	2,529	34.2%
Eaton Rapids City	67	8.4%	655	8.9%
Eaton Rapids Twp.	70	8.8%	659	8.9%
Grand Ledge Fire	78	9.8%	592	8.0%
Hamlin Twp Fire	19	2.4%	175	2.4%
Olivet Fire	28	3.5%	258	3.5%
Roxand Twp. Fire	12	1.5%	142	1.9%
Sunfield Fire	33	4.1%	243	3.3%
Vermontville Fire	17	2.1%	143	1.9%
Windsor Fire	45	5.6%	411	5.6%
Outside Agencies*	2	0.3%	85	1.2%
<i>LTFD</i>				
Total Fire Calls	800	100.0%	7,387	100.0%

* Agencies Outside Eaton County

Eaton County Central Dispatch

EMS Calls For Service

October 2022				
Agency	Month To Date		Year To Date	
	Calls	%/Total	Calls	%/Total
Benton Twp. EMS	74	4.8%	908	6.4%
Delta Twp. EMS	559	36.5%	4,898	34.8%
Eaton Area EMS	565	36.9%	5,007	35.5%
Grand Ledge EMS	178	11.6%	1,686	12.0%
Vermontville EMS	25	1.6%	210	1.5%
Windsor Twp. EMS	113	7.4%	1,076	7.6%
Outside Agencies* <i>LIFE, LTEM, MARE, NEMS</i> <i>LTEM, MARE, NEMS</i>	18	1.2%	300	2.1%
Total EMS Calls	1,532	100.0%	14,085	100.0%

* Agencies Outside Eaton County

Eaton County Central Dispatch

Police Calls For Service

October 2022				
Agency	Month To Date		Year To Date	
	Calls	%/Total	Calls	%/Total
Bellevue Police	54	1.0%	476	0.9%
Charlotte Police	734	14.2%	7,212	14.3%
Eaton County Sheriff	2,820	54.4%	27,310	54.0%
<i>Delta</i>	1,615	31.2%	15,446	30.5%
<i>Out County</i>	1,031	19.9%	10,293	20.3%
<i>Animal Control</i>	174	3.4%	1,571	3.1%
Eaton Rapids Police	357	6.9%	3,282	6.5%
Grand Ledge Police	294	5.7%	3,517	6.9%
Michigan State Police	707	13.6%	6,020	11.9%
Olivet Police	67	1.3%	482	1.0%
Pottersville Police	127	2.5%	2,210	4.4%
Outside Agencies*	23	0.4%	97	0.2%
<i>DNR, ME</i>				
Total Police Calls	5,183	100.0%	50,606	100.0%

Eaton County 911 Phone Calls Received in 2022			
Month	911	Non-emergency	Total Calls
January	3,791	7,180	10,971
February	3,421	6,371	9,792
March	3,662	7,449	11,111
April	3,623	6,639	10,262
May	4,202	7,585	11,787
June	4,150	7,966	12,116
July	4,050	8,107	12,157
August	4,157	8,130	12,287
September	3,873	7,111	10,984
October	4,045	7,319	11,364
November			-
December			-
TOTAL	38,974	73,857	112,831

Eaton County New Builds

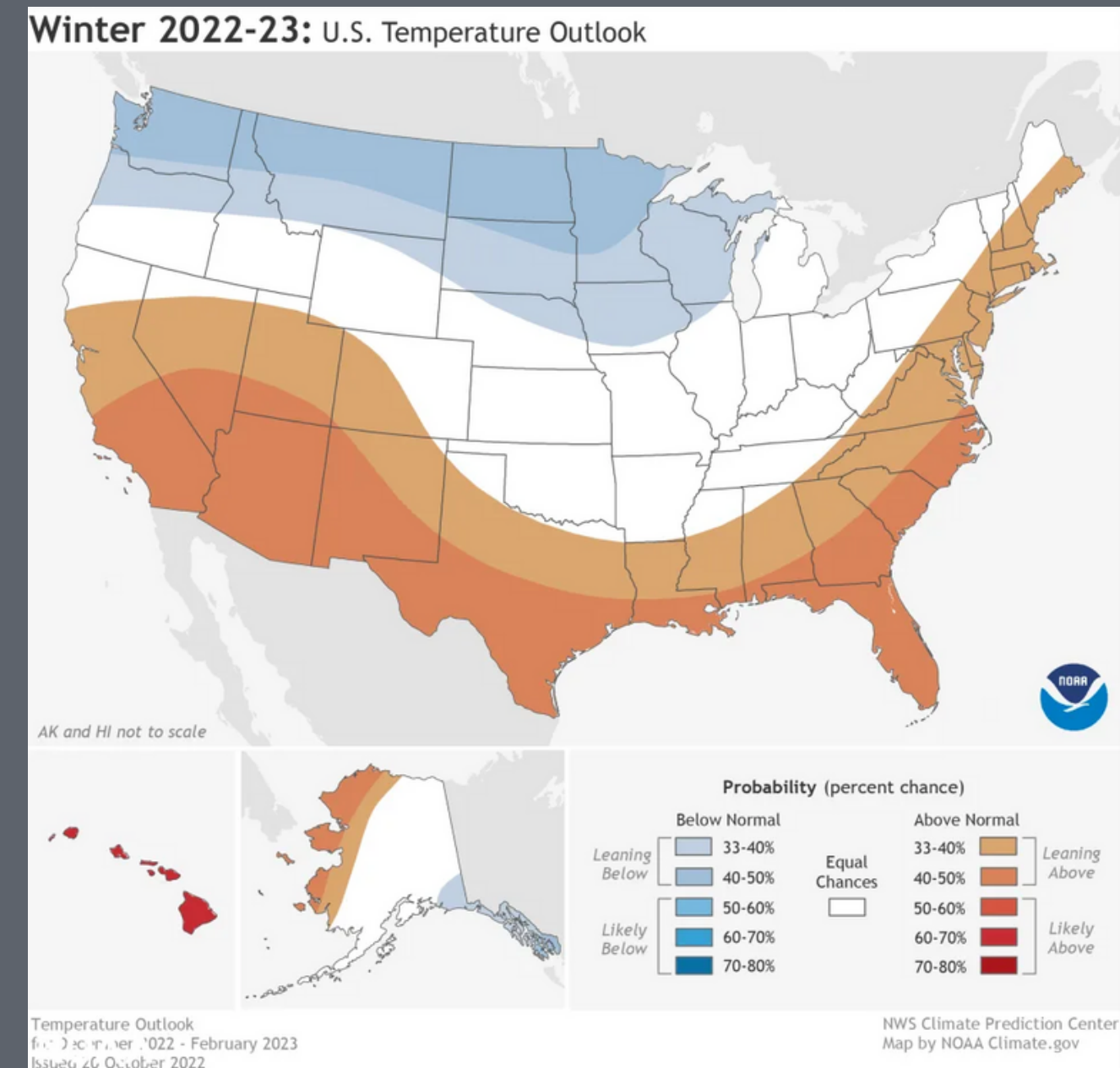
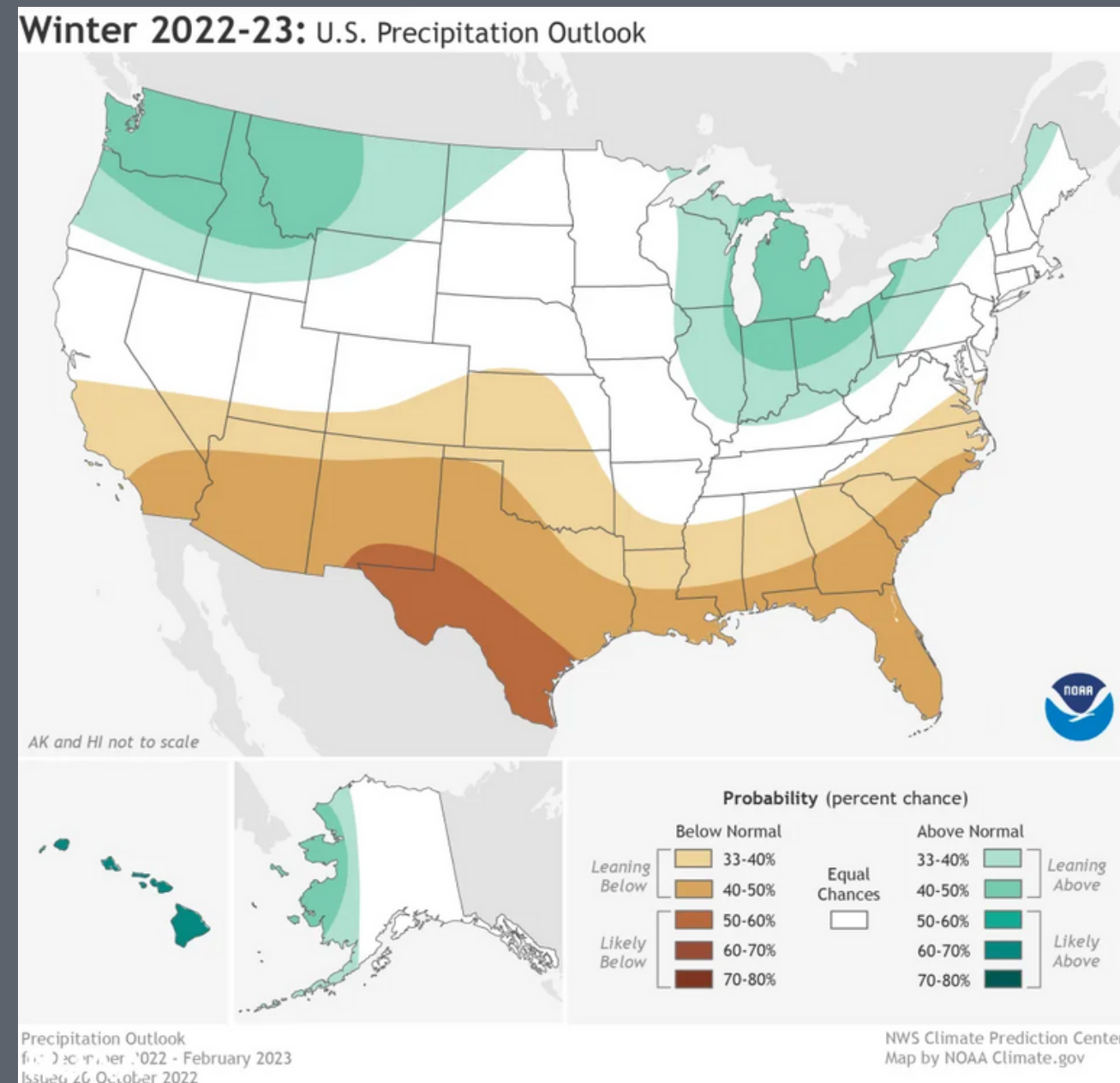
Date Issued	Certificate #	New Address	City	Zip Code	Permit Type
October 1, 2022	2022-100	246 W WASHINGTON ST	DIMONDALE	48821	ELECTRICAL ONLY
October 3, 2022	2022-106	396 MAIN ST	SUNFIELD	48890	COMMERCIAL
October 3, 2022	2022-105	273 MAIN ST	SUNFIELD	48890	COMMERCIAL
October 3, 2022	2022-104	404 WASHINGTON ST	SUNFIELD	48890	COMMERCIAL
October 3, 2022	2022-103	8685 W GRAND LEDGE HWY	SUNFIELD	48890	COMMERCIAL
October 3, 2022	2022-102	136 MAIN ST	SUNFIELD	48890	COMMERCIAL
October 3, 2022	2022-101	17 FIRST ST	SUNFIELD	48890	EXISTING BUILDINGS
October 7, 2022	2022-107	8037 BROOKFIELD RD	CHARLOTTE	48813	
October 13, 2022	2022-108	10959 IRISH RD	VERMONTVILLE	49096	NEW BUILD
October 13, 2022	2022-109	6752 W BASELINE HWY	BELLEVUE	49021	NEW BUILD
October 18, 2022	2022-110	2309 LEGEND WOODS DR	GRAND LEDGE	48837	NEW BUILD

PUBLIC SAFETY COMMITTEE REPORT

Eaton County Continuity of Operations (COOP) Tabletop Exercise (TTX) Held



The National Oceanic and Atmospheric Association released its three-month outlook from Dec. 2022 to Feb. 2023, which forecasts what the winter could bring.



NOAA predicts Michiganders are going to see wetter-than-average weather conditions statewide for December through February. Part of the state is expected to have an increased chance of colder-than-normal temperatures. While most of Michigan's Lower Peninsula isn't placed in a defined temperature trend.

More precipitation than average for the Mitten this winter could translate to more snow, depending on the temperatures.

Wilkinson achieves the Master Exercise Practitioner (MEP) Designation



Wilkinson to assume the role of IAEM-USA Region 5 Vice President mid-November





Eaton County Continuity of Operations (COOP) Tabletop Exercise (TTX)

Quick Look Report

Tuesday, October 25, 2022

Quick Look Report

Exercise Scope and Type

This exercise was a tabletop exercise planned for two hours at the Eaton County Emergency Operations Center (EOC). Exercise play was limited to Eaton County government staff.

Tabletop Exercise Defined

A tabletop exercise is a discussion-based exercise in response to scenarios intended to generate a dialogue of various issues to facilitate a conceptual understanding, identify strengths and areas for improvement, and/or achieve changes to plans, policies, or procedures.

Objectives

1. Examine the ability for Eaton County government to respond to a significant cyber incident.
2. Evaluate the ability for Eaton County government to coordinate information sharing during a significant cyber incident.
3. Inform development/update of Eaton County government cyber incident response plans.
4. Explore processes for requesting additional incident response resources once Eaton County government resources are exhausted.
5. Explore Eaton County government processes for addressing public affairs during an incident.
6. Explore the Eaton County Continuity of Operations Plan (COOP) for addressing essential functions.

Quick Look - Three Strengths

1. We are having the conversation when many others may not be.
2. Players were aware of their essential functions and duties that rely on access to and use of technology and the potential ramifications of disruption.
3. There was a significant amount of quality discussion on the important need to communicate with the public and employees in the event of a cyber incident.

Quick Look - Three Areas for Improvement

1. Consider conducting a Business Impact Analysis to predict the consequences of disruption to the business function of Eaton County and gather information needed to develop recovery strategies.
2. We need to clearly identify what core functions can continue without the county network.
 - a. What services can be offered via the web?
 - b. What services can be offered via paper?

Eaton County Continuity of Operations (COOP) Tabletop Exercise (TTX)

Quick Look Report

3. Policy establishment and/or schedule of review and maintenance.
 - a. Continuity of Operations Plan (COOP)
 - b. Disaster Recovery
 - c. Incident Response Plan/Hazard Specific Annex

Exercise Participants

Participating Departments/Agencies	
Barry-Eaton District Health Department	Eaton County Emergency Management (Facilitator)
Eaton County Physical Plant	Eaton County Youth Facility
Eaton County Central Dispatch	Eaton County Sheriff's Office
Eaton County Clerk	Eaton County Technology Services
Eaton County Community Corrections	Eaton County Treasurer
Eaton County Community Development	Eaton County Youth Facility
Eaton County Controller/Administrator	Eaton County Department of Construction Codes
Eaton County Courts	Michigan Cyber Command Center (MC3)
Eaton County Drain Commissioner	Michigan State Police, Emergency Management & Homeland Security Divisions