

EATON COUNTY BOARD OF COMMISSIONERS

MEMBERS

Tim Barnes
Blake Mulder
Terrance Augustine
Brandon Haskell
Jeanne Pearl-Wright
Trevor TJ Youngquist
Mark Mudry
Joseph Brehler



MEMBERS

Brian Droscha
Jacob Toomey
Scott Hansen
Brian Lautzenheiser
Jim Mott
Frank Holmes
Barbara Rogers

1045 Independence Blvd, Charlotte, MI 48813

EATON COUNTY BOARD OF COMMISSIONERS/PUBLIC SAFETY COMMITTEE

THURSDAY, JULY 6, 2023, 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 June 1, 2023 Minutes.
5. Limited Public Comment.
6. Sheriff's Office Update.
7. Resolution to Approve Jail Physician Services Agreement Renewal.
8. Resolution to Approve Intensive Detention Reentry Program.
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, JUNE 1, 2023

4:00 P.M.

MINUTES

MEMBERS PRESENT: Chairman Commissioner Tim Barnes, Vice-Chairman Commissioner Brian Droscha, Commissioner Brandon Haskell, Commissioner Scott Hansen, Commissioner Mark Mudry, and Commissioner Frank Holmes

MEMBERS ABSENT: Commissioner Jacob Toomey

ALSO PRESENT: Chairman Jim Mott, Controller Connie Sobie, Human Resources Director Ben Dawson, Sheriff Tom Reich, Undersheriff Jeff Cook, Dispatch Director Kelly Cunningham, Deputy Director Francis D'Huyvetter, Emergency Services Manager Ryan Wilkinson, Intern Megan Blair, Community Corrections Coordinator Melanie Achenbach, Circuit Court Administrator Amy Etzel, Deputy Circuit Court Administrator Kathy Brooks, Mr. and Mrs. Phil Rolfe, and Jerri Nesbitt

The June 1, 2023, 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 Commissioner Haskell.

AGENDA ADDITIONS AND CHANGES

There were no changes or additions to the Agenda. Commissioner Droscha made a motion to approve the Agenda as presented. Commissioner Haskell seconded the motion. Motion carried unanimously.

APPROVAL OF MEETING MINUTES

Commissioner Holmes noted a clerical error in the Miscellaneous section of the May 4, 2023, Minutes. The change was noted and will be amended. Commissioner Haskell made a motion to approve the Minutes of the May 4, 2023, Public Safety Meeting as amended. Commissioner Droscha seconded the motion. Motion carried unanimously.

LIMITED PUBLIC COMMENT

None.

SHERIFF'S OFFICE UPDATE

Sheriff Reich reported the highlights for the month of May, 2023. Sheriff Reich informed the committee of the number backup calls Road Patrol Deputies performed for area police agencies for the month of May.

DEPUTY/PARAMEDIC PROGRAM UPDATE

Undersheriff Cook presented an update on development of this program. Human Resources Director Ben Dawson provided an update on the progress made in implementation of this program and current staffing levels and vacancies. Discussion held.

SPECIALTY COURT GRANT RESOLUTIONS

Community Corrections Coordinator Melanie Achenbach discussed the updated eligibility requirements for two Office of Highway Safety Planning grants. The updated eligibility requirements will allow Eaton County to qualify to apply for the grants for the upcoming fiscal year. The grant application resolutions that were presented for consideration were:

- Office of Highway Safety Planning (OHSP) – District Hybrid Court Application
- Office of Highway Safety Planning (OHSP) – Felony Sobriety Court Application

Commissioner Haskell made a motion to recommend approval of the grant application resolutions, as presented, to the Board of Commissioners. Commissioner Droscha seconded the motion. Motion carried unanimously.

CENTRAL DISPATCH UPDATE

Central Dispatch Director Cunningham reported an increase of about 2,000 calls for service during the month of May, the retirement of Executive Assistant Jackie Ewing and upcoming retirement of Administrative Assistant Teresa Tucker, two Telecommunicators attended Basic and Advanced Emergency and Non-emergency required training, and the Tactical Team taking part in the recent Lansing Mall exercise. Technology Services continues implementation of the Alertus System. An application has been submitted requesting permission to join Clinton County's talk group. Ionia and Calhoun Counties have started updating their first responder radios. K-9 Hutch has been attending outreach events during the month with anticipated graduation in August. Telecommunicator Brian Jones was introduced to the committee. He was hired approximately 2 years ago and worked for Ionia County 2-1/2 prior to that. He is a member of the Tactical Team, and was in the Marine Corps; now is in the National Guard.

EMERGENCY SERVICES UPDATE

Intern Megan Blair reported participating in the Emergency Operation Center implementation for Grand Ledge and Bellevue Schools, the recent Safety Patrol Picnic, and attending the Great Lakes Homeland Security Conference. Emergency Services Manager Ryan Wilkinson focused on the Michigan Task Force Planning Team Manager exercise and the Advanced Fire Department Functional Rescue Exercise.

MISCELLANEOUS

None.

LIMITED PUBLIC COMMENT

None.

ADJOURNMENT

Chairman Commissioner Barnes adjourned the meeting at 4:43 p.m.

The next regularly scheduled meeting of the Public Safety Committee will be held July 6, 2023, at 4:00 p.m.

Commissioner Timothy Barnes
Chairperson, Public Safety Committee

EATON COUNTY BOARD OF COMMISSIONERS

JULY 19, 2023

**RESOLUTION TO APPROVE AGREEMENT
FOR PHYSICIAN SERVICES AT THE EATON COUNTY JAIL**

Introduced by the Public Safety Committee

WHEREAS, the Jail Accreditation Organization requires that the jail have a written agreement for the provision of necessary medical services for the jail inmates in place; and

WHEREAS, the language for such annual Agreement has been previously reviewed and approved by the Public Safety Committee and the Board of Commissioners; and

WHEREAS, such Agreement provides for a \$4,200.00 annual retainer, reimbursement for services rendered at an hourly rate of \$150.00 and requires the County to provide medical malpractice insurance.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners enter into an Agreement with Dr. Ted Coy for a period of August 1, 2023 through July 31, 2026 for the provision of necessary inmate medical services at the Eaton County Jail; and

BE IT FURTHER RESOLVED, that the Chairperson be authorized to sign the Agreement.

JAIL PHYSICIAN SERVICES AGREEMENT

THIS AGREEMENT made the 1st day of August, 2023, between Eaton County, a municipal corporation, 1045 Independence Boulevard, Charlotte, Michigan, hereinafter referred to as the "County", Sheriff Tom Reich, Eaton County Sheriff, hereinafter referred to as "Sheriff", and Dr. Ted Glenn Coy, M.D., 114 W. Harris St, Ste B., Charlotte, MI 48813.

W I T N E S S E T H:

WHEREAS, the County is in need of medical services of a licensed medical doctor for inmates of the Eaton County Jail; and

WHEREAS, Dr. Coy is willing to provide the necessary medical services for jail inmates;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREINAFTER MADE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Dr. Coy agrees to provide short-term diagnostic and therapeutic medical care to inmates of the Eaton County Jail, as required by federal, state and local laws, rules, regulations and ordinances, which shall include but not be limited to the following:
 - (a) Dr. Coy shall provide on-call physician services 24 hours per day for consultation and/or emergencies; also, at no extra expense to the County, provide for back-up physician coverage in his absence. Dr. Coy agrees to advise the Sheriff's staff immediately should back-up coverage be scheduled, and to respond expeditiously to requests for consultation and to emergencies. Dr. Coy also agrees to provide to Sheriffs' staff any and all telephone numbers, pager numbers, etc., that may be necessary to make physician contact;
 - (b) Dr. Coy shall provide appropriate health care to jail inmates in accordance with the standards of care of the National Commission of Correctional Health Care and associate health personnel in Correctional facilities. The Sheriff shall provide an equipped clinic and all necessary supplies, access to necessary records, and complete orientation to jail security, locks, keys, elevators, and staff;
 - (c) Dr. Coy shall provide on-site visitation as often as necessary, wherein Dr. Coy shall focus on alleviating immediate and chronic medical complaints of the inmates by way of examination, diagnosis, treatment and referral, as well as inmate physical examinations as mandated by American Medical Association standards. Service hours shall be scheduled as mutually agreeable between Dr. Coy and Sheriff's staff;
 - (d) Dr. Coy shall provide a continuum and continuity of care whenever possible through Sparrow Eaton Hospital, 321 E. Harris, Charlotte, MI 48813, where Dr. Coy shall maintain privileges. Inmates taken to an emergency room and/or admitted to a hospital where Dr. Coy maintains privileges shall be on Dr. Coy's service. Dr. Coy shall take care of those routine matters within his skill and refer only those things that are, by their specialty nature, a necessity;

- (e) Dr. Coy shall establish a routine during regular hours of operation for screening of candidates to be working in the food services area for possible communicable diseases. Dr. Coy may provide this service within the time schedules of sub-paragraph 1(c) above;
 - (f) Dr. Coy shall conduct a periodic review of medications prescribed for renewal or discontinuation;
 - (g) Dr. Coy shall maintain accurate records according to the normal practice of medical care;
 - (h) Dr. Coy shall assist the Sheriff's Office staff in the development, revision and implementation of medical policies and procedures that assure high quality health services, using the current "AMA Standards for Health Services in Jails" as a baseline guide;
 - (i) Dr. Coy shall on a quarterly basis discuss with the Sheriff or his designee the delivery of health services;
 - (j) Dr. Coy shall review health services delivered by other providers at least once per year to assure that quality health services are carried out according to the policies and procedures developed for the Eaton County Jail;
 - (k) Dr. Coy shall approve appropriate training courses for all levels of personnel delivering any kind of health services;
 - (l) Dr. Coy shall monitor health services rendered by providers other than physicians or dentists on jail visits by the following process: (1) observation of health providers' practices; (2) health record audit; and (3) interview.
2. In consideration of Dr. Coy's services, the County agrees to pay him during the term of this agreement the sum of Four Thousand Two Hundred Dollars (\$4,200.00) annual retainer for the period August 1, 2023 to July 31, 2026 prorated on a calendar month basis. The County agrees to pay Dr. Coy an hourly rate of \$150.00 for services provided in the jail, billed in half hour increments. Dr. Coy shall forward service billings directly to the Controller's Office and said billings shall be processed and paid according to regular County financial procedures. The County shall maintain medical malpractice insurance coverage for liability arising only from services provided under and during the term of this agreement. It is understood by all parties that there shall be no supplemental charges made by Dr. Coy for services provided under the terms of this agreement.
 3. The physician/patient privilege, as established by the laws of the State of Michigan and by the principles of medical ethics of the American Medical Association, shall be respected. Nothing in this agreement shall be construed as requiring Dr. Coy to violate any of the statutes of the State of Michigan governing the practice of medicine herein or any of the principles of medical ethics of the American Medical Association.
 4. Dr. Coy shall not be required to provide medical information or medical assistance to the Sheriff, the Eaton County Prosecutor, or any other police or law enforcement agency for

the purpose of assisting in investigation or prosecution of any person or persons without his prior written consent.

5. Specialist, consultants, referrals, hospital costs (exclusive of Dr. Coy's medical services), and laboratory costs, including those facilitated by Dr. Coy shall be billed to the County by the provider on a fee-for-service basis, except as specified in section 1 (a) of this agreement.
6. It is understood and agreed by all parties hereto that Dr. Coy is an independent contractor with the County and, as such, will be responsible for federal, state and/or local taxes and any other responsibilities of state or federal laws concerning employment status.
7. It is understood and agreed that no regulation of the Sheriff's Office shall involve Dr. Coy in any aspect of the correctional or disciplinary process which is not related to genuine medical concerns, or which would unduly restrict or compromise medical judgment.
8. It is understood and agreed that Dr. Coy and the Sheriff share the responsibility of assuring that informed consent standards in the community shall be observed and that signed authorization will be obtained before the release of any medical record information.
9. The term of this Agreement shall be August 1, 2023 through July 31, 2026, unless terminated earlier as hereinafter provided.
10. This agreement may be terminated by any party hereto for any reason by providing a sixty (60) day written notice to the other party.
11. It is agreed by all parties hereto that all medical records of the inmates shall be in the custody of the Sheriff and shall be used by Dr. Coy for continuity of medical treatment or as prescribed by law.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF EATON

By: _____
Jim Mott
Chairperson of the Eaton County
Board of Commissioners

By: _____
Dr. Ted Coy, M.D.

By: _____
Diana Bosworth
Eaton County Clerk

By: _____
Sheriff Tom Reich
Eaton County Sheriff

EATON COUNTY BOARD OF COMMISSIONERS

JULY 19, 2023

**RESOLUTION TO APPROVE INTENSIVE DETENTION REENTRY
PROGRAM (IDRP) AGREEMENT WITH THE MICHIGAN DEPARTMENT OF
CORRECTIONS**

Introduced by the Public Safety Committee

BE IT RESOLVED, that the Board of Commissioners approves the Intensive Detention Reentry Program (IDRP) agreement with the Michigan Department of Corrections (attached); and

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

AGREEMENT BETWEEN
THE STATE OF MICHIGAN, DEPARTMENT OF CORRECTIONS
AND
EATON COUNTY
AND
EATON COUNTY SHERIFF'S OFFICE

This Agreement is made, pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.* and entered into effective August 1, 2023 by and between the State of Michigan, Michigan Department of Corrections, hereafter referred to as the STATE, and Eaton County and the Eaton County Sheriff's Office, 1025 Independence Blvd., Charlotte MI 48813, hereafter referred to as the CONTRACTOR.

In consideration of the mutual promises, covenants and representations herein contained, the parties agree as follows:

Section 1 - STATEMENT OF PURPOSE

Whereas, the STATE of Michigan/Michigan Department of Corrections wants to house parole violators, the purpose of this Agreement is to reserve 25 jail beds for male parole violators (violators) who will be housed at the Eaton County jail for up to a 90 calendar day period. There is no guarantee that the CONTRACTOR's beds will be filled at 100% capacity. This Agreement sets forth the terms and conditions of this undertaking.

Section 2 – STATEMENT OF WORK

The CONTRACTOR agrees to undertake, perform, and complete the following in accordance with the terms and conditions of this Agreement:

1. The CONTRACTOR shall house and provide security for 25 violators at the Eaton County Jail.
2. The CONTRACTOR shall ensure STATE violators are permitted visitation and access to telephones, including the opportunity to make long distance calls.
3. The CONTRACTOR shall provide in-house medical and dental care. The STATE will not reimburse for the following violator costs:
 - a. Sick calls, despite provider location
 - b. Treatment aids
 - c. Prescriptions for aspirin, Tylenol, lotions, analgesics, band-aids, bandages, etc.
 - d. Prescription dispensing fees

The CONTRACTOR shall immediately e-mail the STATE Agent if a violator is transported to the hospital for emergency medical treatment/services. A second e-mail notification shall be made immediately upon the violator's admission into the hospital. Upon the violator's admission to the hospital, the STATE Program Manager or designee will advise the CONTRACTOR if they must provide custody for the violator in excess of 24 hours.

4. The CONTRACTOR shall submit the IDRP Monthly Report, provided by the STATE, without error(s) by the third calendar day of each month for the preceding month to the STATE Program Manager or designee.
5. Overfamiliarity, establishing a friendship, mutual attraction or intimate relationship with a violator, is strictly prohibited. The CONTRACTOR must abide by the federal 2003 Prison Rape Elimination Act and must immediately report to the STATE Agent via e-mail any allegations of sexual abuse, sexual harassment, and sexual assault made to the CONTRACTOR by any violator.
6. The CONTRACTOR shall provide transportation of violators to and from any required locations while in the CONTRACTOR'S custody. Transportation includes, but is not limited to, off-site medical care. The CONTRACTOR shall cooperate with agencies or vendors contracted with the STATE to provide the initial transportation services to, and upon release from, the jail.
7. The CONTRACTOR shall make all notifications, including but not limited to, the care and control of STATE violators, to the STATE'S on-site Agent.
8. The CONTRACTOR shall immediately notify the STATE'S on-site Agent via e-mail of any critical incident or escape and employ normal procedures in notifying area police agencies that a violator has escaped.
9. The CONTRACTOR shall immediately notify the STATE of any movement of violators, including placement in segregation.
10. The CONTRACTOR shall provide suitable office space to the STATE'S on-site Agent in the area housing violators. Office space shall contain, but is not limited to, furnishings, telephone and internet connection.
11. The CONTRACTOR shall provide security including, but not limited to, communication devices to STATE staff and contracted vendors while on-site.

Section 3 - SERVICES TO BE PROVIDED BY THE STATE

For the purpose of this Agreement, the STATE agrees to provide the following:

1. The STATE shall provide initial transportation services to and upon release from custody. Separate reimbursement for the transfers of violators will be paid to the CONTRACTOR, on a per run basis, and is not incorporated in the housing costs covered in this Agreement.
2. The STATE shall provide the CONTRACTOR appropriate documentation to serve as legal basis for housing a violator on behalf of the STATE.
3. The STATE shall pay costs associated with medical, dental, psychological, and rehabilitation services, beyond routine jail care. The STATE will reimburse for:
 - a. Emergency treatment at a hospital,
 - b. Emergency dental care.
4. The STATE shall pay reimbursement costs for the following with prior approval by the STATE FOA Program Manager or designee:
 - a. Hospital stays
 - b. Laboratory fees
 - c. X-rays
 - d. Psychotropic medication
 - e. Prescriptions that do not exceed a 30-day supply and that are not listed in Section 2, subsection 8 (c).
5. The STATE shall accept costs included in the billing for actual additional overtime costs of custody coverage required outside the jail, except for the first 24 hours.
6. The STATE shall be responsible for the disposition of a body in case of death of any violator in the custody of the CONTRACTOR. Any costs incurred by CONTRACTOR prior to the STATE receiving the body shall be paid by the STATE.

Section 4 – PERIOD OF PERFORMANCE

The term of this Agreement is from July 1, 2023 to September 30, 2024. This Agreement may be renewed in writing by mutual agreement of the Parties not less than 30 days before its expiration. The Agreement may be renewed for up to four (4) additional one-year periods.

Section 5 - COMPENSATION

1. The STATE agrees to pay to the CONTRACTOR the sum of \$35.00 per day for 25 Violators, for the services provided pursuant to this Agreement. Unfilled beds shall not be charged to the

STATE.

2. The CONTRACTOR shall be responsible for any travel expenses incurred in the execution of this Agreement. Travel reimbursement shall be allowed solely in compliance with the State of Michigan's standardized travel regulations.
3. This Agreement is subject to availability of funding from the Legislature.
4. Payment shall be contingent upon receipt of proper documentation from the CONTRACTOR as determined by the STATE.

Section 6 – COST/ LIABILITY

The STATE assumes no responsibility or liability for costs incurred by the CONTRACTOR prior to the signing of the Agreement. Total liability of the STATE is limited to the terms and conditions of this Agreement.

Section 7 - NOTICE AND RIGHT TO CURE

In the event of a curable breach by the CONTRACTOR, the STATE shall provide the CONTRACTOR written notice of the breach and a time period to cure said breach described the Notice. This section, requiring notice and an opportunity to cure, is not applicable in the event of successive or repeated breaches of the same nature or if the STATE determines in its sole discretion that the breach poses a serious or imminent threat to the health or safety of any persons or the imminent loss, damage or destruction of any real of tangible personal property.

Section 8 – PERFORMANCE REVIEWS

The STATE may review with the CONTRACTOR its performance under the Agreement. Performance reviews shall be conducted at the three (3), six (6) and nine (9) month period during the first year because the first 30 days will be considered a scale-up period. During any renewal periods, review shall occur quarterly. Performance reviews shall include, but are not limited to, quality of services being delivered and provided, timelines of delivery, percentage of completion, the amount of delayed services, accuracy of billings, customer service, completion and submission of required paperwork, the number of CONTRACTOR staff substitutions and the reasons for substitutions, and other requirements of the Agreement.

Upon a finding of poor performance, which has been documented by the STATE, the CONTRACTOR shall be given Notice and an opportunity to respond by providing a detailed corrective action plan. If corrective action is not taken within a reasonable amount of time, as determined by the STATE, the Agreement may be terminated for default. Evidence by the CONTRACTOR of unsafe conditions and/or escape of any violator is considered a material breach of

this Agreement and subject to the cancellation provisions contained herein.

Section 9 - CANCELLATION

The STATE may cancel this Agreement without further liability or penalty to the STATE, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the CONTRACTOR. In the event that the CONTRACTOR breaches any of its material duties or obligations under the Agreement, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the STATE, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the STATE may, having provided written notice of cancellation to the CONTRACTOR, cancel this Agreement in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Agreement is cancelled for cause, in addition to any legal remedies otherwise available to the STATE by law or equity, the CONTRACTOR shall be responsible for all costs incurred by the STATE in canceling the Agreement, including but not limited to, STATE administrative costs, attorney fees and court costs, and any additional costs the STATE may incur to procure the services required by this Agreement from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

In the event the STATE chooses to partially cancel this agreement for cause, charges payable under this agreement will be equitably adjusted to reflect services that are cancelled.

In the event this Agreement is cancelled for cause pursuant to this section, and it is thereafter determined, for any reason, that the CONTRACTOR was not in breach of the Agreement pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Agreement for a cancellation for convenience.

2. Cancellation for Convenience by the STATE. The STATE may cancel this Agreement for its convenience, in whole or part, if the STATE determines that such a cancellation is in the STATE'S best interest. Reasons for such cancellation shall be left to the sole

discretion of the STATE and may include, but is not limited to (a) the STATE no longer needs the services or products specified in the Agreement, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the agreement services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the STATE. The STATE may cancel the Agreement for its convenience, in whole or in part, by giving the CONTRACTOR written notice 30 calendar days prior to the date of cancellation. If the STATE chooses to cancel this agreement in part, the charges payable under this agreement shall be equitably adjusted to reflect those services that are cancelled.

3. Non-Appropriation. In the event that funds to enable the STATE to effect continued payment under this agreement are not appropriated or otherwise made available. The CONTRACTOR acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the STATE shall have the right to cancel this Agreement at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the CONTRACTOR. The STATE shall give the CONTRACTOR written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the CONTRACTOR, an officer of the CONTRACTOR, or an owner of a 25% or greater share of the CONTRACTOR, is convicted of a criminal offense incident to the application for or performance of a STATE, public or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under STATE or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the STATE, reflects negatively upon the CONTRACTOR'S business integrity.
5. Approvals Rescinded. The STATE may terminate this Agreement without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, Section 5, and Civil Service Chapter 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to CONTRACTOR or may be effective as of the date stated in such written notice.

Section 10 - RELATIONSHIP OF THE PARTIES

The relationship between the STATE and the CONTRACTOR is that of client and independent contractor. No agent, employee, or servant of the CONTRACTOR or any of its subcontractors shall be deemed to be an employee, agent, or servant of the STATE for any reason. The CONTRACTOR will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

Section 11 - SUBCONTRACTS AND ASSIGNABILITY

The CONTRACTOR may not assign this Agreement or enter into any subcontracts for the purpose of fulfilling this agreement without the prior written permission of the STATE.

Section 12- AMENDMENTS OR CHANGES IN AGREEMENT

This Agreement contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing. In the event of any conflict(s) between the specifications, terms and conditions indicated by the STATE and those indicated by the CONTRACTOR, those of the STATE take precedence.

Any mutually agreeable change(s) to the terms of this Agreement must be in the form of a written amendment to the Agreement and signed by the authorized signatories to this Agreement prior to the implementation of any change(s).

Section 13 – NON-DISCRIMINATION

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

Section 14 - WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing services for the STATE pursuant to this Agreement, the CONTRACTOR shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the CONTRACTOR shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable STATE agency rules on these matters that the agency provides to the CONTRACTOR. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at

www.michigan.gov/mdcs. The CONTRACTOR shall take any additional precautions, as the STATE may reasonably require, for safety and accident prevention purposes. Any violation by the CONTRACTOR of such safety requirements, rules, laws or regulations shall be a material breach of the Agreement subject to the cancellation provision contained herein.

Section 15 - STATE LAWS

This Agreement is governed by and construed in accordance with the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

Section 16 - UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231 *et seq.*, the STATE shall not award an agreement or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A CONTRACTOR of the STATE, in relation to the Agreement, shall not enter into an agreement with a subcontractor, manufacturer or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the STATE may void any agreement if, subsequent to award of the agreement, the name of the CONTRACTOR an employer, or the name of the subcontractor, manufacturer or supplier of the CONTRACTOR appears in the register.

Section 17 - CONTRACTOR'S LIABILITY INSURANCE

The CONTRACTOR is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the STATE from claims which may arise out of or result from the CONTRACTOR'S performance of services under the terms of this Agreement, whether such services are performed by the CONTRACTOR, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The CONTRACTOR waives all rights against the STATE, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the CONTRACTOR is required to maintain pursuant to this Agreement. The CONTRACTOR also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this agreement is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the STATE.

The insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to

approval by the STATE.

The STATE reserves the right to reject insurance written by an insurer the STATE deems unacceptable.

BEFORE THE AGREEMENT IS SIGNED BY BOTH PARTIES, THE CONTRACTOR'S INSURANCE AGENCY MUST FURNISH, TO THE ADMINISTRATOR OF THE DEPARTMENT OF CORRECTIONS, PROCUREMENT, MONITORING AND COMPLIANCE DIVISION, BUDGET AND OPERATIONS ADMINISTRATION, ORIGINAL CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE THE CERTIFICATE(S) MUST BE ON THE STANDARD ACORD FORM. THE AGREEMENT OR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. THE CONTRACTOR NAME AND SERVICE PROVIDED MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice except for ten (10) days for non-payment of premium, having been given to the Contract Administrator of the Department of Corrections, Procurement, Monitoring and Compliance Division, Budget and Operations Administration. Such NOTICE must include the AGREEMENT NUMBER affected and be mailed to the Contract Administrator of the Department of Corrections, Bureau of Fiscal Management, Budget and Operations Administration.

Insurance Requirements. Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or otherwise result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19. Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.
Umbrella or Excess Liability Insurance	
Minimum Limits: \$5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	

Required Limits	Additional Requirements
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Medical Malpractice Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$3,000,000 Annual Aggregate	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract Effective Date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurance contained in this Section; (c) notify the Contract Administrator within five (5) business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

Section 18 – LIABILITY, LOSSES, AND DAMAGES

1. All liability, losses, or damages resulting from claims, demands, costs, or judgments arising out of personal and/or bodily injuries or property damage resulting from the acts, omissions or negligence of the CONTRACTOR/County, the Sheriff, its officers or employees in carrying out the obligations of the County and Sheriff under this Agreement shall be the responsibility of the County, and shall not be the responsibility of the STATE. It is, however, expressly understood and agreed that nothing herein shall be construed as a waiver of any governmental immunity the County and Sheriff have as provided by statute or modified by Court decisions which shall be asserted to the maximum extent permissible.
2. All liability, losses, or damages resulting from claims, demands, costs or judgments arising out of personal and/or bodily injuries or property damage resulting from the acts, omissions, or negligence of the STATE, its several departments, boards, agencies, commissions, officers, and employees in carrying out the obligations of the STATE under this Agreement shall be the responsibility of the STATE and not the responsibility of the CONTRACTOR/County and Sheriff. It is, however, expressly understood and agreed that nothing herein shall be construed as a waiver of any governmental immunity the STATE, its agencies or employees has as provided by statute or modified by Court decisions which shall be asserted to the maximum extent permissible.

Section 19 - RECORDS MAINTENANCE, INSPECTION, EXAMINATION, AND AUDIT

Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension (“**Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

Section 20 - AUDIT OF CONTRACT COMPLIANCE

The CONTRACTOR agrees that the STATE may, upon 24-hour notice, perform an audit at the CONTRACTOR'S location to determine if the CONTRACTOR is complying with the requirements

of this Agreement. The CONTRACTOR agrees to cooperate with the STATE during the audit and produce all records and documentation that verifies compliance with the requirements of this Agreement.

Section 21 – INTERNET ACCESS

The CONTRACTOR shall comply with the Michigan Department of Corrections' Policy Directive, 01.04.104 "Internet Access" if the CONTRACTOR receives approval to use a STATE computer with Internet access. The STATE shall provide a copy of the above-noted Policy Directive to the CONTRACTOR or which the CONTRACTOR may find at:

http://www.michigan.gov/corrections/0,1607,7-119-1441_44369---,00.html and obtain a written receipt verifying receipt of the policy.

Section 22 - NEWS RELEASES

News releases pertaining to this Agreement or the services, study, data, or project to which it relates will not be made without prior written STATE approval, and then only in accordance with the explicit written instructions from the STATE. No results of the program (which are not the result of research) can be released without prior approval of the STATE and then only to persons designated. With regard to research reports, the STATE reserves the right to review any reports or publications for factual accuracy of descriptive statements concerning the STATE prior to issuance, and may request a file copy of all reports of potential value to the STATE, and may request to insert a disclaimer in the report before it is published.

Section 23 – REPRODUCTION AND USE OF MATERIALS

The STATE is granted permission in perpetuity to reproduce and distribute any copyright and other materials that are generated as a result of this Agreement.

Section 24 - MANDATORY ELECTRONIC FUNDS TRANSFER FOR CONTRACTUAL PAYMENTS

Public Act 533 of 2004 requires that payments under this Agreement be processed by electronic funds transfer (EFT). The CONTRACTOR is required to register to receive payments by EFT at the Contract & Payment Express website: (www.cpexpress.state.mi.us)

Section 25 - TAX PAYMENT

The CONTRACTOR is expected to collect and pay all applicable Federal, State, and local employment taxes, including use tax, for all persons involved in the resulting agreement. The STATE may refuse to award an agreement to any CONTRACTOR who has failed to pay any applicable State taxes. The STATE may refuse to accept a CONTRACTOR'S bid if the

CONTRACTOR has any outstanding debt with the STATE.

Section 26 – DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT (FOIA)

All information in this Agreement and any attachments thereto are subject to disclosure under the provisions of 1976 PA 442, MCL 15.231, *et seq.*, known as the “Freedom of Information Act.”

Section 27 - CONFIDENTIALITY OF INFORMATION

The CONTRACTOR and the STATE each acknowledge that the other possessed and will continue to possess confidential information that has been developed or received by it. Confidential information of the CONTRACTOR shall mean all non-public proprietary information of the CONTRACTOR (other than confidential information of the STATE as defined below) which is marked confidential, restricted, proprietary, falls within the category of "personal information" as defined by 2004 PA 452 (Identity Theft Prevention Act) or labeled with a similar designation. Confidential information of the STATE shall mean any information which is retained in confidence by the STATE (or otherwise required to be held in confidence by the STATE pursuant to applicable Federal, State and local laws and regulations) or which, in the case of tangible materials provided to the CONTRACTOR by the STATE pursuant to its performance under this Agreement, is marked as confidential, proprietary or with a similar designation by the STATE. In the case of information of either the CONTRACTOR or the STATE, confidential information shall exclude any information (including this Agreement) that is publicly available pursuant to the Michigan Freedom of Information Act.

The CONTRACTOR shall respect the confidentiality of employee and offender files and shall not discuss medical record information or other official information or reports with unauthorized persons. Personal information is not to be divulged for other than legitimate, authorized business purposes. Violator files may be removed from a facility only with approval of the Michigan Department of Corrections' Director or respective Deputy Director, Warden or Field Operations Administration Regional Administrator, and the Michigan Department of Corrections' Contract Administrator(s) of this Agreement.

Section 28 - PROTECTION OF CONFIDENTIAL INFORMATION

The STATE and the CONTRACTOR will each use at least the same degree of care to prevent disclosing to third parties the confidential information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither the CONTRACTOR nor the STATE will (i) make any use of the Confidential Information of the other except as contemplated by this Agreement, (ii) acquire any right in or assert any lien against the confidential information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's confidential information to the other party. Each party will limit disclosure of the other party's confidential information to employees and subcontractors who must have access in order to fulfill the purposes of this Agreement. Disclosure to, and use by, a subcontractor is permissible where (i)

use of a subcontractor is authorized under this Agreement, (ii) such disclosure is necessary or otherwise naturally occurs in connection with work that is within such subcontractor's scope of responsibility, and (iii) the CONTRACTOR obligates the subcontractor in a written agreement to maintain the STATE'S confidential information in confidence. At the STATE'S request, any employee of the CONTRACTOR and of any subcontractor having access or continued access to the STATE's confidential information may be required to execute an acknowledgment that the employee has been advised of the CONTRACTOR'S and the subcontractor's obligations of confidentiality and of the employee's obligation to the CONTRACTOR or subcontractor, as the case may be, to protect such confidential information from unauthorized use or disclosure.

Section 29 – EXCLUSIONS

Notwithstanding the foregoing, the provisions of confidentiality will not apply to any particular information which the STATE or CONTRACTOR can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; or (iv) was received after disclosure to it from a third party who had a lawful right to disclosure; or (v) was independently developed by the receiving party without reference to confidential information of the furnishing party. Further, the provisions will not apply to any particular confidential information to the extent the receiving party is required by law to disclose such confidential information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of such disclosure as reasonably requested by the furnishing party.

Section 30 - NO IMPLIED RIGHTS

Nothing shall be construed as obligating a party to disclose any particular confidential information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the confidential information of the other party.

Section 31 - REMEDIES

Each party acknowledges that, if it breaches (or attempts or threatens to breach) its obligations in confidentiality, the other party may be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or attempted or threatened to breach) any such obligations, the non-breaching party shall be entitled to seek an injunction preventing such breach (or attempted or threatened breach). Further, if the STATE determines through a security assessment that a breach has occurred, the provisions of the Contractor's Liability Insurance Section in this Agreement shall be applied to the fullest extent necessary as determined by it.

Section 32 - SECURITY BREACH NOTIFICATION

In the event of a breach of confidentiality, the CONTRACTOR shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. The CONTRACTOR and the STATE will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. The CONTRACTOR shall report to the STATE in writing any use or disclosure of confidential information, whether suspected or actual, other than as provided for by the Agreement within 24 hours of becoming aware of such use or disclosure or such shorter time period as is reasonable under the circumstances, and/or required by law.

Section 33 - SURVIVAL

The parties' respective obligations under confidentiality shall survive the termination or expiration of this Agreement.

Section 34 - DESTRUCTION OF CONFIDENTIAL INFORMATION

Promptly upon termination or cancellation of the Agreement for any reason, the CONTRACTOR shall certify to the STATE in writing, that the CONTRACTOR has destroyed all STATE confidential information.

Section 35 - IDENTITY INFORMATION PROTECTION

The CONTRACTOR assures that any data and/or material which may be classified as sensitive, confidential, and/or personal information, as defined by 2004 PA 452, the Identity Theft Prevention Act, which comes into the CONTRACTOR's possession through any purchase order or contractual agreement resulting through the course of doing business with the STATE, in performing work required as part of an awarded purchase order or contractual agreement, will be treated as confidential information and guarded from public access while in the CONTRACTOR'S possession. When the need for access to the information has ended, the CONTRACTOR assures that the data/documents/material will either be returned to the STATE, or disposed of in accordance with the Act or as directed by the STATE.

All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("State Data"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.

Section 36 – ADMINISTRATORS/PRINCIPAL CONTACTS OF THE AGREEMENT

The principal contacts for matters relating to this Agreement are:

CONTRACTOR: Sheriff Tom Reich
(517) 543-3512
1025 Independence Blvd.
Charlotte, MI 48813

STATE: Chris Hopcraft, Buyer (517) 241- 2192
HopcraftC@michigan.gov

Christopher Balmes, Contract Monitor (517) 290-2935
balmesc@michigan.gov

Kyle Williams, Program Manager, (517) 582-3138
williamsk36@michigan.gov

It is expressly agreed and understood that the respective Contact Administrators/Principal Contacts do not have the authority to legally bind the CONTRACTOR and the STATE unless expressly stated herein.

GUBERNATORIAL APPROVAL (must supersede the Parties' signatures)

Governor Gretchen Whitmer or her Designee

Date: _____

In Witness whereof, the STATE and the CONTRACTOR have caused this Agreement to be executed by their respective officers duly authorized to do so:

**EATON COUNTY AND EATON
COUNTY SHERIFF'S OFFICE**

**MICHIGAN DEPARTMENT OF
CORRECTIONS**

Signature: Eaton County Board of
Commissioners Chairperson Jim Mott
Print Name:

Signature: Heidi E. Washington, Director

Michigan Department of Corrections

Date: _____

Date: _____

Signature: Eaton County Sheriff

Date:

(Note: The only person authorized to execute an agreement on behalf of the Department of Corrections is the Director of the Department.)

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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*

Monthly Report: June 2023

Training & Exercises:

- All supervisors completed training virtually on *Counseling & Discipline for the Telecommunications Center*.
- Deputy Director D'Huyvetter & Director Cunningham attended the *Michigan Advanced Alert & Warning Workshop* at the Ingham County Emergency Operations Center.
- Deputy Director D'Huyvetter & Director Cunningham attended the City of Eaton Rapids July 4th Parade Tabletop Exercise.
- Deputy Director D'Huyvetter, Supervisor Carranco, Supervisor Howland, Supervisor Nunham, Telecommunicator Bennett, and Telecommunicator Smith attended the *6th Annual North American Active Assailant Conference* in Troy, Michigan.
- Telecommunicator Jones attended the Hexagon Live Conference in Las Vegas, Nevada.
- Supervisor Carranco attended *PowerDMS - More Than Great Curriculum: Training for role readiness in the 21st Century* webinar.
- Director Cunningham completed her FEMA Communications Unit Leader Position Task Book at the Electric Forest Music Festival in Rothbury.

Technology & Radios:

- Current Projects In-progress:
 - Computer Aided- Dispatch Replacement
 - Eaton County Alertus
 - Eaton County RAVE Panic Button
 - ASAP to PSAP
- Pending Radio Templates from MPSCS:
 - Clinton County: 19P911
 - Calhoun County (New Implementation)
 - Ionia County (New Implementation)

Operations:

- Madison Heuer & Ashley Wonnacott are set to start as Public Safety Telecommunicators on Monday, July 17th. They will complete a two (2) week orientation off the dispatch floor before being assigned a shift and Communications Training Officer for the first step of the training program.
- Director Cunningham & Deputy Director D'Huyvetter attended a July 3rd Delta Fireworks planning meeting.
- Clerk Receptionist Teresa Tucker retired on June 30th. We are thankful for her 20 years of service and wish her the best!
- Gabrielle Niska started on June 20th as the new Clerk/Receptionist.
- Theresa Hart started full-time on June 26th as the new Executive Assistant.
- Telecommunicator Neirink joined the Tactical Dispatch Team.
- Supervisors & Telecommunicators completed their Mid-Year Performance Review & Goals.
- Director Cunningham created Incident Radio Communication Plans for the following events: the 2023 Gizzard Festival, the 2023 Delta Fireworks, the 2023 City of Eaton Rapids 4th of July Parade, and the 2023 City of Eaton Rapids 4th of July Fireworks.

Outreach & Public Relations Events:

- Director Cunningham spoke about 9-1-1 in Eaton County for the Rotary Club of Grand Ledge.
- Telecommunicator Yarger participated in the 20223 Gizzard Festival Parade in Potterville.
- Deputy Director D'Huyvetter worked with Ford to test their 911 Assist SYNC Technology.

Yours Truly,

A handwritten signature in cursive script that reads "Kelley Cunningham".

Kelley Cunningham
Director

PUBLIC SAFETY COMMITTEE REPORT

Thursday, July 6, 2023

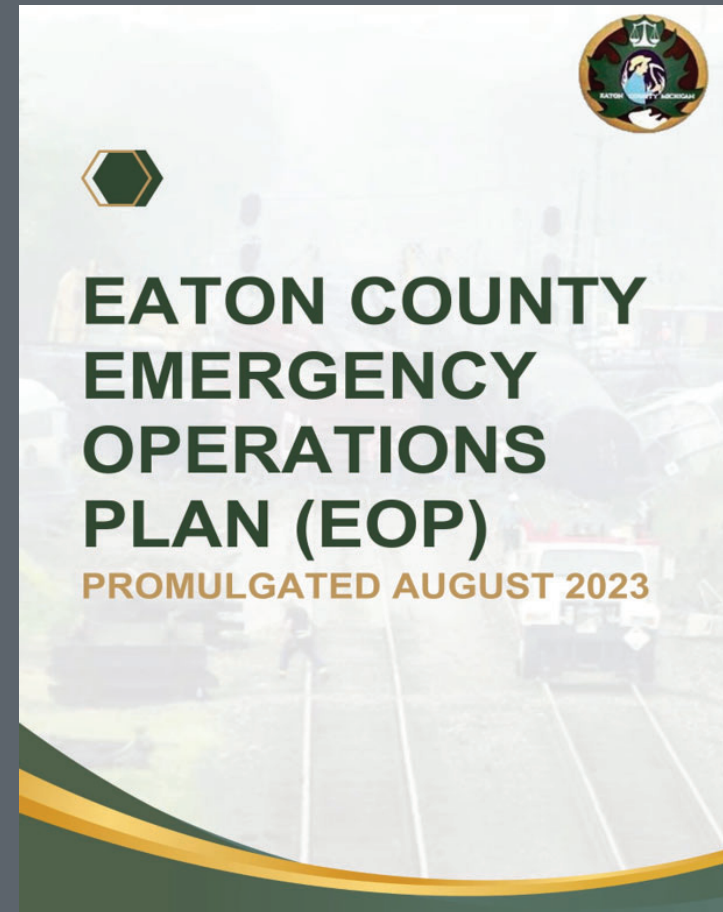


Public Safety Committee

Planning

Finalizing our Emergency Operations Plan (EOP) renewal. There will be three sections to the plan:

1. Base Plan
2. Functional Annexes
3. Hazard Specific Annexes



Organizing

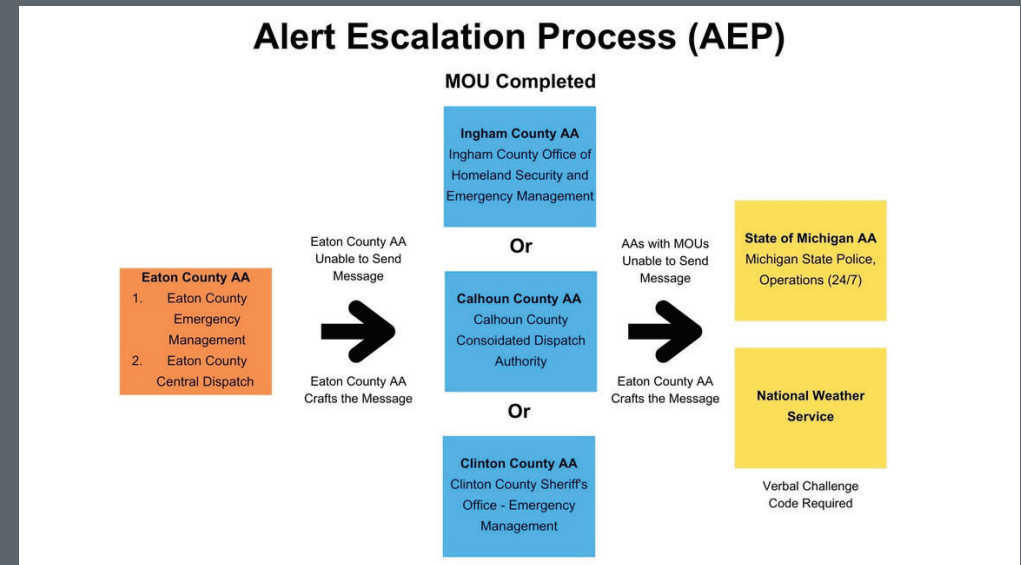
Megan Blair, ECEM Intern
touring the State Emergency
Operations Center (SEOC)
on June 1st



Exercise

FEMA has approached Eaton County to take a look at our Alert Escalation Process (AEP).

We were one of the first in the country to exercise this process earlier today!



Exercise Part 2

"Gamifying" Exercises



Welcome our new Emergency Management Specialist, Ella Gardner!

