

EATON COUNTY BOARD OF COMMISSIONERS

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1045 Independence Blvd, Charlotte, MI 48813

EATON COUNTY BOARD OF COMMISSIONERS/PUBLIC SAFETY COMMITTEE

THURSDAY, AUGUST 3, 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 July 6, 2023 Minutes.
5. Limited Public Comment.
6. Community Corrections Advisory Board Appointment.
7. Sheriff's Office Update.
8. Resolution to Approve Application for Edward Byrne Memorial Justice Grant Program.
9. Jail Telephone System Service Contract.
10. Windsor Township Police Services Agreement.
11. Central Dispatch Update.
12. Emergency Services Update.
 - Emergency Operations Plan (EOP) Renewal.
13. Miscellaneous.
14. Limited Public Comment.
15. Adjournment.

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

PUBLIC SAFETY COMMITTEE

THURSDAY, JULY 7, 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, Commissioner Jacob Toomey, and Commissioner Frank Holmes

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, and Jerri Nesbitt

The July 7, 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 Chairman Commissioner Barnes.

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 Haskell made a motion to approve the Minutes of the June 1, 2023, Public Safety Meeting as presented. Vice-Chairman 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 June, 2023.

RESOLUTION TO APPROVE JAIL PHYSICIAN SERVICES AGREEMENT RENEWAL

Dr. Ted Coy has been the Jail Physician for several years. There are no changes requested in the terms of the Jail Physician Services Agreement. Commissioner Haskell made a motion to approve renewal of the Jail Physician Services Agreement. Commissioner Droscha seconded the motion. Motion carried unanimously.

RESOLUTION TO APPROVE INTENSIVE DETENTION REENTRY PROGRAM

Michigan Department of Corrections (MDOC) is requesting the Sheriff's participation in the MDOC Intensive Detention Reentry Program for housing State parole violators for 30-90 days as an alternative to returning to prison. Twenty-five of the Eaton County Jail available beds would be reserved for participants of this program with reimbursement from MDOC for each day a bed is occupied. The Attorney General's Office will review the contract and Controller Sobie is requesting review by County legal counsel. Discussion held. Commissioner Droscha made a motion to recommend approval to the Board of Commissioners pending legal approval. Commissioner Haskell seconded the motion. Motion carried unanimously.

CENTRAL DISPATCH UPDATE

Central Dispatch Director Cunningham reported six of her staff attended the American Active Assailant Conference. Director Cunningham completed her task book for FEMA, which provides recognition as a Communications Leader for FEMA. Technology Services continues implementation of the Alertus System, research continues on obtaining a CAD replacement, as well as research toward a program that would give alarm companies the ability to send requests directly to CAD. Two Telecommunicators are scheduled to start employment July 17th. Gabrielle Niska and Theresa Hart are new members of the Central Dispatch staff taking the Administrative Assistant and Executive Assistant positions. The 4th of July Delta Fireworks, Eaton Rapids Fireworks and Parade were community events attended. Ford Motor Company demonstrated a car that simulates a crash and how that information is relayed to 9-1-1

EMERGENCY SERVICES UPDATE

Intern Megan Blair reported on progress of the Emergency Operations Plan renewal, her visit to the state Emergency Operations Center, attendance at the Active Assailant Conference, doing a ride-along, and attendance at a workshop in Ingham County. Ms. Blair expressed her appreciation for all she was able to learn during her internship. She will be returning to the University of South Florida. Ella Gardner was introduced as the new full-time Emergency Management Specialist and previously was the Emergency Management intern in 2022.

MISCELLANEOUS

Controller Sobie praised the Sheriff's Office on their continued recruitment efforts. The Deputy/Paramedic Program proposal is being reviewed by the union. A vote is expected soon.

LIMITED PUBLIC COMMENT

None.

ADJOURNMENT

Chairman Commissioner Barnes adjourned the meeting at 4:40 p.m.

The next regularly scheduled meeting of the Public Safety Committee will be held August 3, 2023, at 4:00 p.m.

Timothy Barnes, Chairperson

August 3, 2023

PUBLIC SAFETY COMMITTEE APPOINTMENTS

Community Corrections Advisory Board

Calley Green – Workforce Investment Board Representative (Peckam, Inc.)

EATON COUNTY BOARD OF COMMISSIONERS

AUGUST 16, 2023

**RESOLUTION TO APPROVE APPLICATION FOR
EDWARD BYRNE MEMORIAL JUSTICE GRANT PROGRAM
FISCAL YEAR 2024 LOCAL FORMULA ALLOCATION**

Introduced by the Public Safety Committee

WHEREAS, the US Department of Justice has offered a federal grant to enforce state and local laws and/or to improve the function of the criminal justice system, and

WHEREAS, the grant would provide funding for overtime for enforcement and education, with no match by Eaton County.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners authorize the Controller's Office to submit a grant application in an amount not to exceed \$14,553, with no county match required; 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 Chairman of the Board of Commissioners be authorized to sign any necessary documents.



EATON COUNTY OFFICE OF THE SHERIFF

THOMAS L. REICH, SHERIFF

JEFFREY G. COOK, UNDERSHERIFF

ELBERT SIDEL, CHIEF DEPUTY

1025 Independence Blvd • Charlotte MI 48813 • Phone 517-543-3512 • 517-372-8217 • Fax 517-543-2922

August 1, 2023

To: Eaton County Board of Commissioners Public Safety Committee

From: Undersheriff Cook

Ref: Inmate Communications Vendor

It is important to provide an effective means for communications between inmates incarcerated in the Eaton County Jail and their families, attorneys and other support persons. Michigan Counties such as Oakland, Ottawa, Ingham, Jackson and Sanilac along with the Federal Bureau of Prisons and the Pennsylvania Department of Corrections are utilizing Smart Communications Inc. for inmate communications.

Notable improvements in Services delivered at no cost to Eaton County:

Lower phone rate: 19 cents per minute for all calls (current contract - 21 cents per minute)

Improved Remote Video visitation system.

Smart Tablet system furnished at no cost. Sheriff's Office controls all access to programs and entertainment content. Free Educational Content, Free Law Library (eliminates current costly subscription).

Smart Kiosks in every housing unit (no cost) for electronic "kites" communications to corrections staff, command, medical. Medical requests and Grievances.

Electronic messaging available to inmates. 2 free email/messages per week.

Mailguard Postal Mail Elimination System: Prevents the introduction of contraband, including embedded substances on paper. **Mailguard Legal mail** system on-site for digital scanning legal mail received at our jail. **Digital Mailguard Legal** as well which can be used directly by defense attorneys that are approved (such as PD's office).

Improved Investigator Platform provides improved investigative tools.

Action Request: Move to recommend the Sheriff moving forward with the change of inmate communications vendor to Smart Communications Inc.



Schedule of Services Agreement

This Schedule is between the Eaton County Sheriff's Office, hereinafter referred to as "Customer," and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider." This Schedule is part of and governed by the Master Service Agreement, the "Agreement", executed by the Parties. The terms and conditions of the Agreement are incorporated herein by reference.

The Customer's Facility Name and address is: Eaton County Jail, 1025 Independence Boulevard, Charlotte, MI, 48813.

Provider and Customer agree to the following terms and conditions in connection with Provider's installation and provision of inmate communication services to Customer's Facility:

Technology Grant & Commission Payments

1. Provider shall pay Customer an annual Technology Grant in the amount of fifty thousand dollars (\$50,000). The first Technology Grant shall be paid within thirty (30) days of Provider's system going live. Thereafter, Technology Grants shall be paid within thirty (30) days of the system going live anniversary date, so long as there is at least one year remaining in the Term.

2. Technology Grant and Commission payments described herein shall be remitted as follows:

Payee: Eaton County Sheriff's Office

Address: 1025 Independence Blvd., Charlotte, MI 48813

Inmate Telephone System

3. Customer grants to Provider the exclusive right to install and maintain Inmate Telephone Services within and throughout Facility, including for any future expansion of telephone service to buildings or locations under control of Facility, during the term of this Agreement.

4. Provider shall establish rates for telephone services as set forth below.

INMATE TELEPHONE SYSTEM PER MINUTE CALL RATES			
Call Type	Collect	PrePaid Collect	PrePaid Debit
Local	\$0.19	\$0.19	\$0.19
IntraState	\$0.19	\$0.19	\$0.19
IntraLATA	\$0.19	\$0.19	\$0.19
InterState	\$0.19	\$0.19	\$0.19
InterLATA	\$0.19	\$0.19	\$0.19
International	\$0.19	\$0.19	\$0.19

5. This Agreement includes all other premises, whether now existing (e.g., if a different vendor has a contract and equipment at such premises, this clause applies at the earliest termination opportunity) or subsequently acquired,



under the control of Customer within Provider's service areas. Customer will advise Provider in writing, of newly opened, acquired, or available premises, promptly, and Provider can evaluate installation of its telephone services at these premises.

6. In consideration of the compensation paid to Customer under this Agreement, Customer expressly waives carrier selection rights, where applicable, and Provider expressly reserves the right to select and/or contract for the local, intraLATA and interLATA carrier selections for the telephones subject to this Agreement and intended for placement at Customer locations.

Smart Communications' Responsibilities (Inmate Telephone System)

7. Provider's telephone services and system are provided by way of Provider's Smart-EVO™ ITS terminals, which will be installed in quantities and at locations that are mutually agreed upon by both parties.

8. Provider shall service and maintain its telephone system and Smart-EVO™ ITS terminals at Provider's expense, except as otherwise agreed upon herein.

9. Provider shall comply with the Americans with Disabilities Act (ADA) for all equipment it provides.

Commissions and Payments

10. Provider shall make monthly commission payments to Customer in the amount of fifty-five percent (55%) of revenues generated from all phone calls made on its Inmate Telephone System, regardless of call type or call rate. Provider shall additionally pay Customer one hundred percent (100%) of revenue generated from inbound voicemail messages, which are provided at a fixed rate of \$1.00 per voicemail.

11. Starting the first month after Provider's system and services are installed and live, Provider will pay Customer said commission payments on or before the 30th day of the month.

12. Commission schedule is based on rate caps as of the time Provider's proposal was made. To the extent the Federal Communications Commission (FCC) or other governing body changes allowable rates, Provider shall have the right to renegotiate commissions, which the parties agree to do in good faith.

Customer's Responsibilities (Inmate Phone System)

13. Customer agrees to provide adequate space for installation of Provider's Smart-EVO™ ITS terminals, and easy accessibility for inmate use during the normal operating hours. In the event Customer is not the owner of the premises, Customer shall, where necessary, obtain permission from the building owner or owner's agent for the placement of the ITS terminals, and shall be responsible for any fees for use of required riser cable and electric power.

14. Customer agrees to maintain the area around the ITS terminals and ensure safe and ready access by inmates.

15. Customer agrees to allow Provider access to perform maintenance during the established hours of accessibility as jointly agreed by the parties, except when access must be denied to ensure the safety of Provider service personnel and/or to maintain institutional control.

16. Customer agrees to allow Provider, with prior written approval of Customer, access to and use of house cable and inside wire at no cost, in order to install and provide telephone service. Any new house cable or inside wire required during the contract term will be at the sole expense of the Provider, unless otherwise negotiated with Customer.



17. Customer agrees that any relocation, expansion, addition, or removal of ITS hardware, equipment, or terminals, which would result in extraordinary expenses must be agreed to by Provider in advance of the cost being incurred or alternately, the cost be paid by Customer.

18. Customer agrees to exercise reasonable and ordinary care to prevent the loss through theft or damage to the ITS terminals and equipment from any source.

19. Customer agrees to, at its option, purchase and provide enclosures at its own expense for Telephones. In the event Customer elects to provide its own enclosures, Customer shall be responsible for installation and maintenance of said enclosures.

20. Customer represents and warrants that Provider's ITS system will be installed on property owned by the Customer, or if Customer is not the owner of the premises, Customer has obtained permission from the Facility's owner or owner's agent.

SmartTablets™ and Secure Network

21. The SmartTablet™ system and its entire supporting infrastructure are provided at no cost to Customer or inmates.

22. Provider will furnish the proprietary SmartTablet™ on a 1:2 inmate to tablet ratio based on the Average Daily Population ("ADP"). Sufficient reserve tablets shall also be provided. Customer shall determine which inmates have access to the SmartTablets™.

23. The SmartTablet™ is a custom, wireless, ruggedized and correctional grade tablet of our custom specifications that will connect to our secure network.

24. The SmartTablet™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to our own secure wireless network within the facility.

25. The network itself is designed to facilitate applications within a corrections environment. We utilize a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. We utilize a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.

Distribution and Refurbishment Plan (SmartTablets™)

26. We will provide a tablet charging station and "home base" within each housing unit within the facility. These home bases will be permanently installed into a housing area (e.g. wall mounted). Each home base provides the necessary connections for charging the tablets, as well as a convenient storage location to ensure all tablets are accounted for during non-usage times.

27. Each tablet is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use a tablet. Individual tablets are not assigned to specific inmates. Any inmate in a given housing unit may use any tablet that is assigned to that housing unit. If a tablet that an inmate is using stops working, they can return it to a deputy for maintenance, and then take a different tablet and sign on and gain full access to their account and content. Provider will provide to the Customer a sufficient number of extra SmartTablets™ so that the available number of SmartTablets™ will always meet the approved ratio. In the event a tablet stops working, no longer holds a charge, is damaged, or is otherwise in need of service, facility staff can replace the malfunctioning tablet with a new working SmartTablet™. We will provide pickup and delivery of malfunctioning and replacement SmartTablets™ at no charge to the Sheriff's Office.

Damage (SmartTablets™)

28. The tablets provided are ruggedized for use in a correctional setting. They have been drop tested from two stories high to a concrete floor without damage; however, if an inmate is determined, they can be damaged enough to require repair. Should this occur, the facility will be required to fill out a damage report form. We will seek restitution from the inmate with the assistance of your agency. During the term of the contract, should the number of **intentionally** damaged tablets exceed 10% of the original provided tablet inventory for a given twelve (12) month period, Provider reserves the right to seek reimbursement from Customer for the cost of the new replacement tablets, less any amounts received from restitution.

SmartKiosks™ and Secure Network

29. Depending on Customer's needs, facility layout, and other considerations, Provider may additionally deploy a limited number of its SmartKiosk™ devices as a complement to Provider's SmartTablets™ in quantities and at the locations as agreed by the Parties following Provider's technical review and walkthrough.

30. To the extent deployed, the SmartKiosk™ system and its supporting infrastructure will be provided at no cost to Customer or inmates.

31. The SmartKiosk™ is a custom, ruggedized and correctional grade kiosk of Provider's custom specifications that will connect to its secure network.

32. The SmartKiosk™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to Provider's dedicated secure wireless network within the facility.

33. The network itself is designed to facilitate applications within a corrections environment. Provider utilizes a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. Provider utilizes a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.

34. Each SmartKiosk™ is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use the Kiosk. Customer shall determine which inmates have access to the SmartKiosks™.

SmartInmate™ Electronic Messaging

35. Provider will provide a fully functional electronic messaging system for the inmates of the Customer's Facility (SmartInmate™), accessible via Provider's SmartTablet™ and SmartKiosk™ devices. Provider is responsible for providing and installing all of the hardware, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be exclusively entitled to all revenue derived from electronic messaging and photo delivery.

36. Provider will provide at no cost to Customer the labor for the installation of the SmartInmate™ electronic messaging system.

37. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the electronic messaging system.

38. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the electronic messaging system at the Customer's Facility. These costs do not include the costs of the actual electrical power.



39. Provider will provide each inmate at Customer's Facility with credits for two (2) messages per week at no charge, to satisfy the needs of indigent inmates.
40. Customer shall have the capability of monitoring and reviewing all electronic messages and attachments sent through the electronic messaging system, except those messages deemed to be privileged under law between attorney and client. Further, Provider will maintain a record of all electronic messages sent through the electronic messaging system for a period of seven (7) years from the time the message is sent.
41. Friends and Family can access the electronic messaging and photo delivery system via the SmartInmate.com website.
42. Electronic Messaging. Each "email" message (up to 30,000 characters in length) is billed at fifty cents (\$0.50), which corresponds to 50 credits.
43. Photo Delivery Service. Each approved photo is billed at one dollar (\$1.00), which corresponds to 100 credits.

Customer's Responsibilities (SmartInmate™ Electronic Messaging)

44. Customer will provide access to the Customer Jail Facilities and space within the Facilities, subject to operational security requirements, for Provider to install, network, and maintain the electronic messaging system. Emergency access to the system will be granted as needed Monday through Friday 8:00 am to 4:00 pm. Non-emergency access will be granted within twenty-four (24) hour notice by Provider.
45. Customer will include information regarding the SmartInmate™ messaging system in Facility's Inmate Handbook and in all other areas where information on the Inmate Telephone System is located.
46. Customer will provide information regarding the SmartInmate™ messaging system in at least one location next to the inmate mailing address on Customer's website, with a link to the SmartInmate.com website.
47. Upon completion of installation and appropriate system testing, Customer will allow the electronic messaging to go live within forty-eight (48) hours' notice of system availability.
48. Customer will provide a list electronically twice each day of all inmates residing in the Customer Jail Facilities and their current housing assignments. Provider will use this listing to ensure that each inmate is authorized to use only those kiosks and tablets appropriate to their housing assignment.
49. Customer will give prompt notice, in writing, to Provider of any trouble or irregularity in the functioning of the electronic messaging system, as a whole.

Patented MailGuard Postal Mail Elimination® System

50. Provider is the exclusive licensee of MailGuard®, the patented postal mail elimination system covered by U.S. Patent Nos. 10,0291,617, 11,457,013, and multiple pending patent applications.
51. Provider shall provide its patented MailGuard Postal Mail Elimination® system at no cost to Customer. Provider's MailGuard® service converts regular incoming postal mail into an electronic document that is delivered to the inmate recipient via the SmartTablets™ or SmartKiosk™ within the Customer's Facility.
52. Provider shall provide all the equipment and support services to operate the MailGuard® system and transmit incoming routine postal mail into an electronic document to be delivered to the inmate on the SmartTablets™ or SmartKiosk™ at no cost to Customer.



53. For purposes of this agreement, “routine mail” means all regular incoming correspondence between inmates, family and friends and excludes all legal mail, packages, books, magazines, periodicals and religious mail. All legal mail, packages, books, magazines, or other non-routine inmate mail will still be sent to Customer’s Facility for delivery.

54. MailGuard® will only integrate with and transmit incoming routine mail to the SmartTablets™ or SmartKiosk™.

55. Provider is responsible for all the future costs associated with any modification, reconfiguration, or upgrade of the MailGuard® system at the Customer Jail Facilities. These costs do not include the costs of the actual electrical power.

56. MailGuard® shall become the Inmates’ designated Agent to process and electronically deliver incoming routine inmate mail pursuant to Customer’s mail policy which shall promote the intent of this Agreement.

57. Customer will instruct and publish on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system.

58. Provider shall be solely responsible for the cost of maintaining the Post Office Box designated by the Customer for incoming routine mail to be sent.

59. Provider will retrieve incoming routine mail from the designated Post Office Box and process and transmit that mail in an expeditious manner.

60. The MailGuard® public website will allow inmates to log into their account and retrieve electronic copies of their processed incoming routine mail for thirty (30) days from the date of their release from the Customer’s Facility.

61. Provider will maintain electronic records for a period of seven (7) years from the date of the inmate’s release from the Customer’s Facility. During the term of this Agreement and upon request, we will provide Customer with electronic copies of the requested record for the purpose of inspecting, examining, and auditing the Provider’s records directly relevant to Customer’s Facility.

62. MailGuard® will provide Customer with the capability of monitoring and reviewing all electronic mail sent through the MailGuard® system, except those messages deemed to be privileged under law between attorney and client.

Customer’s Responsibilities (MailGuard®)

63. Customer shall be responsible for informing inmates and inmates’ friends and family that all routine correspondence must be sent to the designated MailGuard® Post Office Box. Customer will include information regarding the MailGuard® system in the Inmate Handbook and in all other areas where information regarding the Inmate Mail Policy and Procedures are located.

64. Customer will provide information regarding Customer’s incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures in at least one location next to the inmate mailing address on the Customer’s website and very clearly state that all incoming routine mail MUST be mailed to the MailGuard® designated Post Office Box.

65. Customer will instruct on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system and display information regarding the Customer’s incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures.



66. Should the Customer receive incoming routine mail instead of the designated Post Office Box, the Customer will return the mail to the sender.
67. Upon completion of installation and appropriate system testing, Customer will allow the MailGuard® system to go live within forty-eight (48) hours' notice of system availability.
68. Customer will provide a list electronically twice each day of all inmates residing in the Customer Jail Facilities and their current housing assignments.
69. Customer will give prompt notice in writing to Provider of any trouble or irregularity in the functioning of the MailGuard® system.

Patented MailGuard Legal™ System

70. Provider is the exclusive licensee of MailGuard Legal™, the patented postal mail elimination system for legal mail covered by U.S. Patent No. 10,659,630 and other pending patent applications.
71. Provider will provide, install, and maintain its patented MailGuard Legal™ Mail system, which will include a sufficient number of MailGuard Legal™ Mail Scanning Carts to handle the volume of legally privileged mail or other mail deemed to be legal mail (the "Legal Mail") to be processed by the Facility.
72. Customer acknowledges and agrees that Legal Mail must be opened in the presence of the inmate.
73. Provider will install and maintain its proprietary software and the additional infrastructure necessary to operate its patented MailGuard Legal™ system, at no cost to Customer.
74. The Legal Mail may be scanned in the presence of the inmate for electronic delivery to the inmate or printed to hard copy for physical delivery to the inmate, in accordance with Provider's patented MailGuard Legal™ system.
75. Customer understands and agrees that the MailGuard Legal™ system does not allow for any electronic copies of Legal Mail to be monitored, reviewed, or investigated.
76. Customer agrees to adhere to all applicable laws in order to maintain the privileged nature of privileged communications while using or supervising the inmates' use of Provider's patented MailGuard Legal™ Mail system.

Digital MailGuard Legal™

77. Provider will provide at no cost to Customer its Digital MailGuard Legal™ system for use by the inmates of the Customer's jail facility and their attorneys. Provider is exclusively responsible for providing all hardware, software, and all networking requirements needed for operation of the system.
78. Provider shall facilitate the electronic delivery of digital copies of legal mail sent from attorneys who have been pre-approved by Customer directly to inmates through Provider's proprietary digitally encrypted process.
79. The encrypted digital files can only be opened by inmates using Provider's system with Provider's proprietary authentication protocols. Once authenticated, inmates can view digitally transmitted legal mail and legal documents via Provider's SmartTablet™ or SmartKiosk™ devices using a separate login process.
80. Customer acknowledges and understands that Provider's MailGuard Legal™ system does not allow for any digital copies of legal mail to be monitored, reviewed, accessed, or investigated.
81. Customer agrees to adhere to all applicable laws in order to maintain the privileged nature of privileged



communications while supervising the inmates' use of Provider's Digital MailGuard Legal™ system.

Video Visitation

82. Provider will provide at no cost to Customer a video visitation system for the inmates of Customer's Facility. Provider is responsible for providing all hardware (i.e. tablets and kiosks), the software (including the operating systems and application software), and all networking requirements needed for operation of the system. Provider shall have the exclusive right over any other vendor to provide the services of and to derive revenue from remote video visitation.

83. Provider's video visitation system will be accessible to inmates via Provider's SmartTablets™ and SmartKiosks™.

84. Provider will provide at no cost to Customer onsite video visitation (public) kiosks and/or lobby kiosks in the quantity and at the locations as agreed by the Parties.

85. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the video visitation system, including any public or lobby kiosks.

86. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the video visitation system at Customer's Facility. These costs do not include the costs of the actual electrical power.

87. Provider will provide Customer with the capability of monitoring the video visitations, except those visitations deemed to be privileged under law between attorney and client. Provider will maintain a record of all parties of the video visitation system for a period of seven (7) years from the time of the visitation.

88. Friends and Family can access and purchase and schedule the video visitation sessions via the Smartjailmail.com website.

89. Remote video visitation will be made available to inmates 7 days a week, in keeping with the same hours and time availability of the inmate phone system.

90. Remote video visitation will be billed at \$0.25 per minute, subject to change by mutual agreement of the parties. Onsite video visitation shall be provided at no charge.

91. Provider shall pay Customer a commission in the amount of fifty percent (50%) of the revenue collected from use of its remote video visitation system.

92. Provider shall pay commissions to Customer on a monthly basis, no later than thirty (30) calendar days from the end of each calendar month for which the remote video visitation services are provided.

Grievances, General and Medical Requests

93. Provider will additionally deploy applications for Inmate electronic general and medical requests as well as well as electronic grievance forms, available via SmartTablet™ or SmartKiosk™ devices.

94. Provider's system presents Inmates with a list of available forms, and once a form has been selected and submitted, it is automatically routed to the appropriate person or department for processing.



Law Library

95. Provider shall provide Inmates with access to a law library at no cost, via the SmartTablet™ and SmartKiosk™ devices. The law library provides access to Federal and State statutes and case law, as well as a legal dictionary, practice manual, and other legal aides to assist inmates with researching material appropriate for their case.

Electronic Entertainment & Education

96. Provider shall provide access to its SmartEntertainment™ platform via the SmartTablet™ for streaming free content, standard content (at a rate of one credit / one cent (\$0.01) per minute), and premium content (at a rate of three credits / three cents (\$0.03) per minute).

97. Provider will provide access to its extensive SmartEd™ educational platform via SmartTablet™ devices, where a full suite of Educational Programs can be made available.

98. Provider shall pay Customer a commission in the amount of fifty percent (50%) of revenue collected from streaming of entertainment content.

99. Provider shall pay commissions to Customer on a monthly basis, no later than thirty (30) calendar days from the end of each calendar month for which the entertainment services are provided.

Commissary Hosting and Integration

100. At Customer's request, Provider will host Customer's commissary vendor's menu on Provider's system, at no cost to Customer.

101. At Customer's request, Provider will integrate with Customer's jail management system (JMS) at no cost to Customer.

Customer Training

102. Upon the installation of Provider's system, Provider shall provide Customer staff with extensive training for all services and features available to Customer pursuant to this Agreement. In addition, Provider will provide refresher or new training sessions to Customer staff as necessary, including as new staff is hired by Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: Eaton County Sheriff's Office

Provider: Smart Communications Holding, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Master Services Agreement

This Master Services Agreement (this “Agreement”) is by and between the Eaton County Sheriff’s Office, hereinafter referred to as “Customer,” and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as “Provider.”

This Agreement supersedes any and all other agreements made between the Parties, written, oral or otherwise.

Whereas, Customer desires that Provider install an inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement, and;

Whereas, Provider agrees to install the inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement.

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. **Systems.** This Agreement specifies the general terms and conditions under which Provider will perform certain inmate related services and systems (the “System(s)”) for the Customer. Additional terms and conditions with respect to the Systems will be specified in the Schedules entered into by the Parties and attached (the “Schedules”). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern.

2. **Use of Systems and Exclusivity.** In exchange for Provider installing, providing, and supporting its System and inmate communication services throughout Customer’s Facility at no cost to Customer, Customer acknowledges, agrees, and grants to Provider the exclusive right to provide such services in Customer’s Facility. Provider shall have the exclusive right to install, maintain, and derive revenue from and through Provider’s inmate communication services and Systems including, without limitation, the related hardware and software, located in the Customer Facility as identified on the Schedules. Customer agrees that it will not resell, grant, or provide access to Provider’s services or System, directly or indirectly, to any third party unless agreed to by Provider in a separate written agreement. During and subject to the terms and conditions of this Agreement, and upon the going live of each respective service, Provider shall be the sole and exclusive provider of inmate telephone services (ITS) and all inmate communication services available on or provided by a tablet or kiosk system as set forth in the accompanying Schedule(s), including but not limited to video and data services (e.g., electronic video visitation, electronic messaging and email, texting, photo delivery, and electronic entertainment) and inmate software applications (e.g., electronic delivery of routine postal mail, electronic medical or general requests, electronic grievances, electronic law library, and electronic education).

3. **Hardware and Software License.** For the term of this Agreement, Provider grants Customer a non-exclusive, non-transferable license to access and use certain proprietary computer software and hardware products and materials in connection with our inmate services and Systems. Provider will provide free of charge all Software upgrades, modifications, and updates. All hardware upgrades, modifications and updates will be done at Provider’s sole discretion.

Provider makes no representation or warranty as to the legality of monitoring or archiving such communications and activities.

4. **Ownership.** Smart Communications is and shall remain the owner of the equipment provided by Smart Communications whether or not physically attached to real estate.

5. **License Restrictions:** The Software is to be used solely in connection with Provider’s Services by Customer and inmates housed at Customer’s Facility in connection with Provider’s services and Systems. The Hardware is to be



used solely by inmates housed at Customer's Facility to access Provider's services and Systems. Unless and only to the extent that this Agreement expressly permits, Customer must not:

- i. permit any parent, subsidiary, affiliated entity or third party to use the Hardware or Software;
- ii. rent, lease, lend, assign, sublicense, encumber or otherwise transfer or attempt to transfer the Hardware or Software or any portion thereof;
- iii. alter, create derivatives of, or modify the Hardware or Software in any way, or allow a third party to do so;
- iv. connect the Software or Hardware to any third-party products or services that were not approved of in writing by Provider;
- v. distribute or otherwise make the Hardware or Software or any password, key, or other access code for the Software available to any third party;
- vi. reverse engineer, decompile, or disassemble the Hardware or Software, or allow a third party to do so;
- vii. defeat or work around any access restrictions or encryption in the Software, or allow a third party to do so;
- viii. remove, minimize, block, or modify any titles, logos, trademarks, copyright and patent notices, digital watermarks, disclaimers, or other legal notices that are included in the Software, whether or not they are Provider's or a third party's;

6. Title. Provider shall have and retain all rights, title, and interest in the products and services provided to Customer. The Hardware, Software, Systems, networking, and cabling, including all modifications and updates of Software, shall at all times remain the sole and exclusive property of the Provider. Any trade secrets, methodology and processes of our services and Systems constitute proprietary information of Provider, regardless of any part or portion thereof is the subject of a valid copyright or patent. During the term of this agreement and for the time period(s) as stated in the Schedule for Systems, we will provide you access to the records.

7. Term. This Agreement shall commence on the effective date and shall continue for a period of five (5) years from the date of system going live. After the original five (5) year term, this Agreement may be renewed for two (2) additional terms that are two (2) years in length each, upon written notice by Customer or as otherwise agreed by the Parties. The terms and conditions herein shall govern for so long as Provider continues to provide its system and services.

8. Limitation of Liability. To the maximum extent permitted by applicable law, Provider shall indemnify and hold harmless Customer, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from negligent acts or omissions of the Provider, its agents or sub-contractors. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees. However, nothing contained herein shall constitute a waiver by Customer of its sovereign immunity or other applicable State Statutes. Notwithstanding anything to the contrary in this Agreement or Schedules, in no event will Provider's liabilities under this agreement, whether under contract law, tort law, warranty, or otherwise, exceed the total amount of revenue received by Provider pursuant to this agreement, during the twelve (12) month period before the date the claim arose.

9. Confidential Information and Non-Disclosure. The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the party's services and know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party (the "Disclosing Party"). As a condition to the receipt of the Confidential Information from the Disclosing Party, the receiving party (the "Receiving Party") shall, at all times during and after the term of this Agreement (i) not disclose in any manner, directly or indirectly, to any third party any portion of the Confidential Information; (ii) not use the Confidential Information in any fashion except to perform its duties hereunder or with the Disclosing Party's express prior written consent; (iii) disclose the Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the Receiving Party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary



precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized disclosure or use of the Confidential Information. The Receiving Party shall cooperate and assist the Disclosing Party in preventing or remedying any such unauthorized use or disclosure. The term “Confidential Information” does not include, and the obligations and undertakings set out in this section do not apply to: (a) Information which now is in the public domain or publicly known at the time of disclosure or hereafter comes into the public domain or generally known through no fault of the Receiving Party, otherwise than by reason of breach of this Agreement; (b) Information the disclosure of which is requested or required by law, regulation, court order or a regulatory agency, provided that, prompt notice of such requested disclosure shall be given to the Disclosing Party, if legally permitted, so that Disclosing Party may seek appropriate remedy to prevent such disclosure or waive compliance with the provisions of this Agreement and the Receiving Party, its directors, officers, employees, agents and advisers shall reasonably co-operate with the Disclosing Party, at the Disclosing Party’s sole cost and expense, if the Disclosing Party elects to challenge the validity of such requirement and/or take such steps as the Disclosing Party may reasonably require to avoid or limit such disclosure; (c) Information that was previously known to the Receiving Party free of any obligation of confidentiality; (d) Information that is independently developed by the Receiving Party without reference to or use of the Confidential Information; or (e) Information that is disclosed to the Receiving Party by a third party not under or in violation of, as the case may be, any confidentiality undertaking to the Disclosing Party. Subsections (a) through (e) of this paragraph notwithstanding, the parties agree that the technology behind the Providers Services and Systems is Confidential Information and is a trade secret of Provider.

10. Default and Termination. If either party defaults in the performance of any obligation under this agreement, then the non-defaulting Party must give written notice to the defaulting Party specifically describing the nature of default and clearly notifying the defaulting party that the written notice is being provided pursuant to this provision. The defaulting Party shall have thirty (30) days after receipt of notice of default to cure. If it is not reasonable to cure the default within 30 days, then the right to cure period shall be extended to a reasonable cure period as long as the defaulting Party has made good faith attempts to cure the default. Upon termination of this Agreement, Provider shall remove all hardware and software Systems except for the cabling and conduit which shall become the property of the Customer. Provider shall have the right to immediately terminate this Agreement if Customer breaches the Confidentiality or Non-Disclosure provisions of this Agreement.

11. Insurance. Provider shall maintain General Liability Insurance including but not limited to bodily injury, property damage and personal injury with limits of not less than \$1,000,000 combined single limit covering all work performed under this contract. Provider shall maintain automobile insurance including bodily injury and property damage including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this contract. Provider shall provide Worker’s Compensation Insurance, on behalf of all employees who are to provide a service under this contract, as required by applicable law, and Employers Liability with limits of not less than \$100,000 per employee per accident. Customer agrees to furnish to Provider timely written notice of any claim, demand, or cause of action made or brought against Customer or where Provider is listed as a Co-Defendant arising out of or relating to the Systems and Services we provide to you.

12. Employees. Provider represents that it has, or will secure at its own expense, all personnel required in performing its obligations under this Agreement. All of the services required hereunder will be performed by the Provider or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services. Provider and any subcontractors used in the performance of the responsibilities listed herein must maintain a drug-free workplace policy. Customer acknowledges that Provider is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an agency relationship, and employer/employee relationship, a joint venture relationship or any other relationship allowing Customer to exercise control or discretion over the manner by which Provider performs hereunder. Provider expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lock/tag out procedures, material safety data sheets and labeling. Provider certifies that neither it nor any subcontractors used to accomplish its obligations hereunder, shall employ unauthorized aliens. Provider certifies that



in accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, that neither it nor any subcontractors used to accomplish its obligations hereunder discriminate on the basis of race, color, sex, religion, age, national origin or disability in their employment practices.

Miscellaneous

13. Warranty Against Contingent Fees. Provider warrants that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Provider for the purpose of securing business.

14. Subcontracts. Provider shall be allowed to use subcontractors for the purpose of completing the provisions of this Agreement.

15. Provider Personnel. All Provider personnel being permitted to work in the Customer Jail Facility will be subject to a security/background check by the Office of the Sheriff.

16. Provider Cooperation. Provider shall, at all times observe and comply with all Federal, State, and local municipal laws, ordinances, rules and regulations in any way affecting the Agreement. The Provider shall maintain regular communications with Customer, or its designees, and shall actively cooperate in all matters pertaining to this Agreement.

17. Public Information. Neither the Provider nor the Customer shall publish any findings based on data obtained from the operation of this agreement without the prior consent of the other party, whose written consent shall not be unreasonably withheld.

18. Permits and Licenses. All permits and licenses required by Federal, State, local laws, rules, and regulations necessary for the implementation of the work undertaken by the Provider pursuant to the Agreement shall be served and paid for by the Provider. It is the responsibility of the Provider to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for whom a certificate is required.

19. Third-party Rights. The rights, obligations and duties contained in this Agreement shall exist exclusively between the Parties. The Parties expressly agree and intend that they alone shall have the exclusive rights to seek legal or equitable enforcement, remedy, injunctive relief or to bring a breach of Agreement action. The Parties do not intend to create, nor shall this Agreement be construed to create in any other individual or entity the status of a third-party beneficiary.

20. Public Entity Crime. Provider confirms its understanding that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any state or of the United States and involving antitrust, fraud, bribery, collusion, racketeering, conspiracy, or material misrepresentation. Provider hereby certifies that neither its officers, directors, executives, partners, employees, members, nor agents who are active in the management of Contractor have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

21. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

22. Compliance with Laws. Provider shall comply with all Federal, State and local laws, rules, and regulations applicable to the services or payments for services under this Agreement.



23. Governing Law. The parties mutually consent to the jurisdiction of and agree that any litigation arising hereunder shall be brought in Hillsborough County, Florida and governed by the laws of the state of Florida.

24. Attorney Fees. In the event of litigation concerning this Agreement, the Parties shall each be responsible for their own attorney's fees and costs.

25. Completeness of Agreement. This Agreement, together with any additional or supplementary Schedules or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto. This Agreement may be amended or revised only in writing and signed by all the parties.

26. Force Majeure. Provider will not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitations, strikes, inmate disturbances, failure of Customer to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, or any similar cause beyond the reasonable control of either Party.

27. Assignment. Provider may assign this Agreement or any interest herein at any time to any parent, successor, or subsidiary with prior written notice to Customer.

28. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

29. Matters to be Disregarded. The titles of the several sections, subsections and paragraphs set for in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

30. Interpretation. The language in this Agreement is to be construed according to its plain meaning and not strictly for or against either party. The parties have reviewed this Agreement and no ambiguities are known to exist; however, to the extent any ambiguity is later discovered, any rule that such ambiguity is to be resolved for or against either party does not apply.

31. Notices. Any notices, demands, payments or reports required by this Agreement shall be in writing and sufficient if sent by the parties hereto via registered or certified United States mail, postage prepaid, to the notice addresses noted below the Parties signatures on the signature page.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any telecopy or other electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other electronic transmission of a signature shall be deemed an original and shall bind the party who made such signature.

33. Authority. Each Party represents and warrants that it has the authority to enter into this Agreement, and that the individual signing on its behalf likewise has authority to do so.

THIS PORTION INTENTIONALLY LEFT BLANK



CORRECTIONS SIMPLIFIED.



www.smartcommunications.us



888-253-5178



10491 72nd St. | Seminole, FL 33777

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: Eaton County Sheriff's Office

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Provider: Smart Communications Holding, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Notice Address:

1025 Independence Blvd.
Charlotte, MI 48813

Notice Address:

10491 72nd St.
Seminole, FL 33777

EATON COUNTY BOARD OF COMMISSIONERS

AUGUST 16, 2023

**RESOLUTION TO APPROVE INTERGOVERNMENTAL AGREEMENT FOR
POLICE SERVICES – WINDSOR CHARTER TOWNSHIP**

Introduced by the Ways and Means Committee

WHEREAS, Windsor Charter Township is interested in entering into a contract with the County and Sheriff to provide for police services within the Township; and

WHEREAS, the proposed intergovernmental agreement (attached) has been developed to provide assigned patrols within the Township; and

WHEREAS, the Public Safety Committee and Ways and Means Committee have reviewed the attached agreement between the County and Windsor Charter Township for said purpose.

NOW, THEREFORE, BE IT RESOLVED, the Eaton County Board of Commissioners approves the proposed agreement with Windsor Charter Township; and

BE IT FURTHER RESOLVED, the Chairman of the Board of Commissioners is authorized to execute said agreement for the County.

INTER-LOCAL AGREEMENT FOR LOCAL POLICE SERVICES

This Agreement is entered into by and between the Township of Windsor, Michigan ("the Township"), and the Eaton County Sheriff's Office ("ECSO") and the Eaton County Board of Commissioners. The term of this Agreement shall begin on January 1, 2023 and shall continue through its termination date of December 31, 2023.

With approval of the Township and the Eaton County Board of Commissioners, the specific terms of this Agreement are as follows:

1. **Services to be Provided by ECSO.** ECSO shall provide the Township general law enforcement services by Sheriff's Deputies ("Deputies" or "Deputy") including, but not limited to, police patrol services, emergency and non-emergency response services to all dispatch calls, and additional police services, including without limitation the enforcement of applicable state statutes and regulations and Township ordinances (collectively "Law Enforcement Services"). The Law Enforcement Services shall be provided as follows:
 - a. ECSO shall provide the Township with eighty (80) hours of police patrol coverage within the Township per bi-weekly pay period. This patrol coverage shall be performed by a fully sworn, uniformed Deputy specifically assigned to the Township to provide enforcement of the state laws and Township ordinances. These eighty (80) hours shall include travel to and from the Township but not during on-duty court appearances resulting from enforcement actions, scheduled training, or authorized leave granted to any Deputy in accordance with applicable ECSO policies, procedures, and/or employment contracts.
 - b. Except as otherwise expressly provided for in this Agreement, the Deputies shall only perform Law Enforcement Services for the Township during those hours that the Township is being charged, which shall include time spent outside of the Township on follow up investigations related to crimes or other violations committed in the Township. The assigned Deputy, however, may be absent from the Township during assigned hours if the Deputy observes a violation of law, emergency, or situation needing his or her attention outside of the Township. The assigned Deputy may also be absent to provide Mutual Aid, which shall be defined as an instance in which the Deputy is temporarily called to the aid of another community due to an emergency or other exceptional circumstance, or because a the Deputy possesses a special skill or qualification temporarily needed in another community.
2. **Consideration.** In consideration of this Agreement, the Township agrees to pay the County of Eaton the sum of one hundred twenty-three thousand seven hundred seventy-three dollars (\$123,773.00) in accord with the calculation attached as Exhibit A in exchange for the services provided in this Agreement. The Township will pay this sum in quarterly installments.

3. **Cooperation and Enforcement of Township Ordinances.** The Deputy shall be made available to assist the Township in the prosecution of its Ordinances by serving as a witness or otherwise providing reasonable cooperation in connection with the Township's prosecutions. The Township will be responsible for the prosecution and legal costs required in Township ordinance matters, and shall provide the necessary prosecutorial support to adjudicate such cases. The ECSO shall serve as the Township's authorized LEIN agent with respect to judicial proceedings, including the entry of bench warrants into LEIN as ordered in any court proceeding.
4. **Reports.** ECSO will provide the Township a monthly summary report of enforcement action taken by the assigned Deputy in the Township. Individual incident reports shall be provided upon request.
5. **Employment Status of Deputies Assigned to the Township.** Deputies assigned to patrol the Township in accordance with this Agreement shall be considered employees of Eaton County. The Township shall not assign, delegate, subcontract, or otherwise transfer, promise, commit, or lend any of the ECSO's or Deputy's services, duties, or obligations under this Agreement to any other public or private person, corporation, entity, or organization of any kind. Eaton County shall retain responsibility and liability for the activities of Deputies assigned to patrol the Township under this Agreement.
6. **Equipment to be Provided by ECSO.** Except as expressly provided otherwise in this Agreement, ECSO is solely and exclusively responsible for providing Deputies with all tools, automobiles, radios, communications equipment, firearms, and any and all other equipment that the ECSO, in its sole judgment, deems required or beneficial for the completion of any ECSO's duty under the terms of this Agreement. The ECSO shall also be solely and exclusively responsible for any and all Deputies' professional expenses, licenses, uniform or equipment costs, insurance, supplies, etc.
7. **Termination.** Either party may terminate this Agreement by providing ninety (90) days written notice to the other party. In the event of early termination of this Agreement, any sums payable or paid under this Agreement shall be prorated to the date that services are discontinued.
8. **Assignment/Subcontracting.** The parties to this Agreement may not assign, subcontract, or otherwise transfer their duties and/or obligations under this Agreement without express mutual written consent.
9. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Michigan. Any dispute regarding this Agreement shall be brought the Eaton County Circuit Court.

10. **Modification.** This Agreement may not be modified in any manner unless in writing and signed by all Parties.
11. **Entire Agreement.** This document and any attachments hereto- constitute the entire Agreement between the Parties. This Agreement shall be binding under the laws of the State of Michigan.
12. **Certification of Authority.** Those signing this Agreement on behalf of the parties certify that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by the same.

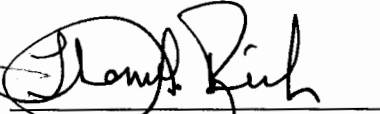
For Windsor Township

For Eaton County Sheriff's Office

For the County of Eaton



Kern Stucter
Windsor Township
Supervisor, Chair



Thomas Reich
Eaton County Sheriff

Jim Mott
Board of Commissioners

Date: 6/15/23

Date: 7/11/2023

Date: _____

8/12/2022

Windsor Patrol Section
2022/2023 Budget Computation

Wages	\$	60,233
Fringes	\$	45,963
Supplies	\$	350
Other Supplies & Charges	\$	4,738
Capital Outlay		
Vehicles - Lease	\$	4,471
Equipment	\$	-
Office Equipment	\$	-

Computation of Cost 2022/2023

Total Personnel	\$	106,196
Total Supplies	\$	350
Total Other Services & Charges	\$	4,738
Total Vehicle Lease	\$	4,471
Grand Total	\$	115,755

Support Service Fee	\$	115,755
Computation x 15%	\$	17,363

Subtotal \$ 133,118

Less SEV Credit @ 6.91%	\$	9,345

Total Windsor Township Cost for FY 2022/23 **\$ 123,773**

Annualized



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: July 2023

Training & Exercise:

- All telecommunicators and supervisors completed Emergency Medical Dispatch training virtually on *The Science of Exposure & Feeling Faint?*
- Telecommunicator Jones attended *Mutual Aid Box Alarm System* training in Saginaw.
- Deputy D'Huyvetter attended *LEIN TAC* training virtually.

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 Listen Only
 - Calhoun County (New Implementation)
 - Ionia County (New Implementation)
 - Maple Valley Schools (New Implementation)
- The City of Potterville has opt-in to the Eaton County RAVE Alert System. Text PVAAlerts to 67283 to receive City of Potterville Community based alerts.

Operations:

- Director Cunningham, Deputy Director D'Huyvetter, Supervisor Thacker, Telecommunicator Bialkowski, Telecommunicator Shaw, and Telecommunicator Jones staffed the Communications Unit for Delta Township's Fireworks.
- Director Cunningham, Deputy Director D'Huyvetter, Supervisor Thacker, Telecommunicator Bialkowski, and Telecommunicator Jones staffed the Communications Unit for Eaton Rapids Fireworks.
- Madison Heuer & Ashley Wonnacott started as Public Safety Telecommunicators on Monday, July 17th. They finished their two (2) week orientation off the dispatch floor and will be starting Step 1: Basic Call Intake with CTO Jones & CTO Kelley.
- Supervisor Lundquist has resigned, effective July 31st.
- There is currently an open promotional process for one (1) Supervisor vacancy.
- With the pending supervisor promotion, there is currently an open hiring process for one (1) Telecommunicator vacancy.
- Executive Assistant Hart & Clerk/Receptionist Niska have joined the Public Relations Team.
- K9 Hutch has successfully passed his Facility Canine Certification Test!
- Director Cunningham attended the MDOT Lansing Safety Service implementation meeting virtually.
 - MDOT is launching a Lansing Safety Service Patrol (SSP) starting August 1st. They will provide roadside assistance service in the area of I96 & I496 in Eaton County. SSP will have two (2) drivers on duty from 6:00 am to 7:00 pm Monday through Friday and one (1) driver on patrol on weekends when there are special events. They will be in a red-and-

white van equipped with emergency lights, gas cans, air compressors, orange traffic cones, brooms to sweep debris from the road, and other equipment.

Outreach & Public Relations Events:

- Director Cunningham participated in the Eaton Rapids 4th of July Parade.
- Director Cunningham & ECSD Lt. Brooks met with a Holt Public Schools representative to discuss RAVE Panic Button.
- Director Cunningham and other Eaton County First Responders attended the Olivet College Safety Inspection to review their Emergency Action Plan.
- Director Cunningham, Supervisor Nunham, K9 Hutch, Telecommunicator Bialkowski, Telecommunicator Thorne, Telecommunicator Smith, Executive Assistant Hart, and Clerk/Receptionist Niska assisted the Charlotte Fire Department at the Eaton County Fair with communications and public relations.
- Director Cunningham, Telecommunicator Hennessy, Executive Assistant Hart, and Clerk/Receptionist Niska participated in the Olivet Fireman's Festival parade.

Yours Truly,

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

Kelley Cunningham
Director



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: July 2023

Monthly Statistics:

- Total Telephone Calls: 11,396
 - o Emergency Lines: 4,467
 - o Non-Emergency Lines: 6,929
- Text-to-911 Sessions: 16
- Total Incidents: 7,597
 - o EMS: 1,426
 - o Fire: 826
 - o Law Enforcement: 5,345
- Addresses Issued: 3
- Radio Support Tickets: 6
- RAVE Mobile Safety
 - o Smart911 Safety Profile Activity: 55
 - o Smart911 Safety Profiles Created: 47
 - o RAVE Facility Profile Activity: 181
 - o RAVE facility Profiles Created: 0
 - o RAVE Panic Button Activity: 1

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- Director Cunningham and other Eaton County First Responders attended the Olivet College Safety Inspection to review their Emergency Action Plan.
- Director Cunningham, Supervisor Nunham, K9 Hutch, Telecommunicator Bialkowski, Telecommunicator Thorne, Telecommunicator Smith, Executive Assistant Hart, and Clerk/Receptionist Niska assisted the Charlotte Fire Department at the Eaton County Fair with communications and public relations.
- Director Cunningham, Telecommunicator Hennessy, Executive Assistant Hart, and Clerk/Receptionist Niska participated in the Olivet Fireman's Festival parade.

Yours Truly,



Kelley Cunningham
Director

Eaton County Central Dispatch

Total Calls For Service

July 2023				
Type Agency	Month To Date		Year To Date	
	Calls	%/Total	Calls	%/Total
EMS	1,426	18.8%	9,794	19.0%
Fire	826	10.9%	5,200	10.1%
Police	5,345	70.4%	36,444	70.9%
Total Calls	7,597	100.0%	51,438	100.0%

Eaton County Central Dispatch

EMS Calls For Service

July 2023				
Agency	Month To Date		Year To Date	
	Calls	%/Total	Calls	%/Total
Benton Twp. EMS	82	5.8%	493	5.0%
Delta Twp. EMS	508	35.6%	3,280	33.5%
Eaton Area EMS	525	36.8%	3,687	37.6%
Grand Ledge EMS	163	11.4%	1,193	12.2%
Vermontville EMS	11	0.8%	114	1.2%
Windsor Twp. EMS	111	7.8%	753	7.7%
Outside Agencies* <i>LIFE, LTEM, MARE NEMS</i>	26	1.8%	274	2.8%
Total EMS Calls	1,426	100.0%	9,794	100.0%

* Agencies Outside Eaton County

Eaton County Central Dispatch

Fire Calls For Service

July 2023				
Agency	Month To Date		Year To Date	
	Calls	%/Total	Calls	%/Total
Bellevue Fire	28	3.4%	187	3.6%
Benton Twp. Fire	21	2.5%	146	2.8%
Charlotte Fire	81	9.8%	523	10.1%
Delta Fire	314	38.0%	1,917	36.9%
Eaton Rapids City	74	9.0%	435	8.4%
Eaton Rapids Twp.	75	9.1%	428	8.2%
Grand Ledge Fire	71	8.6%	485	9.3%
Hamlin Twp Fire	22	2.7%	130	2.5%
Olivet Fire	28	3.4%	159	3.1%
Roxand Twp. Fire	14	1.7%	78	1.5%
Sunfield Fire	24	2.9%	163	3.1%
Vermontville Fire	11	1.3%	87	1.7%
Windsor Fire	53	6.4%	367	7.1%
Outside Agencies*	10	1.2%	95	1.8%
<i>LTFD</i>				
Total Fire Calls	826	100.0%	5,200	100.0%

* Agencies Outside Eaton County

Eaton County Central Dispatch

Police Calls For Service

July 2023				
Agency	Month To Date		Year To Date	
	Calls	%/Total	Calls	%/Total
Bellevue Police	46	0.9%	175	0.5%
Charlotte Police	681	12.7%	4,568	12.5%
Eaton County Sheriff	2,709	50.7%	18,495	50.7%
<i>Delta</i>	1,633	30.6%	10,760	29.5%
<i>Out County</i>	1,065	19.9%	7,027	19.3%
<i>Animal Control</i>	203	3.8%	1,223	3.4%
Eaton Rapids Police	336	6.3%	2,195	6.0%
Grand Ledge Police	351	6.6%	2,650	7.3%
Michigan State Police	1,005	18.8%	6,642	18.2%
Olivet Police	27	0.5%	224	0.6%
Pottersville Police	174	3.3%	1,417	3.9%
Outside Agencies*	16	0.3%	78	0.2%
<i>ME, DNR</i>				
Total Police Calls	5,345	100.0%	36,444	100.0%

Eaton County 911 Phone Calls Received in 2023			
Month	911	Non-emergency	Total Calls
January	3,720	6,494	10,214
February	3,804	6,084	9,888
March	4,190	7,185	11,375
April	4,381	6,809	11,190
May	5,206	7,878	13,084
June	5,054	7,915	12,969
July	4,467	6,929	11,396
August			-
September			-
October			-
November			-
December			-
TOTAL	30,822	49,294	80,116

Eaton County New Builds

Date Issued	Certificate #	New Address	City	Zip Code	Permit Type
July 10, 2023	2023-51	6702 JOHNSON RD	POTTERVILLE	48876	NEW BUILD
July 12, 2023	2023-52	2861 GREEN ACRES DR	MULLIKEN	48861	NEW BUILD
July 31, 2023	2023-53	2803 E BELLEVUE HWY	EATON RAPIDS	48827	NEW BUILD



Emergency Operations Plan (EOP) Renewal Overview (1-pager)

Contains three (3) sections:

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

The Base Plan:

1. Provides an overview of the jurisdiction's emergency management/response program and its ability to prepare for, respond to and recover from disasters or emergencies;
2. Identifies emergency response policies;
3. Describes the response organization; and
4. Assigns tasks.

The Functional Annexes:

1. Provide a level of detail beyond the base plan;
2. Deal with specific response functions, roles, and responsibilities.

The Hazard Specific Annexes:

1. Contain unique response details that apply to a specific threat or hazard;
2. Highlight risk;
3. May contain additional details such as
 - a. Assessment and control of the hazard;
 - b. Prevention and infrastructure protection activities;
 - c. Public alerts, warnings, and notifications;
 - d. Selection and implementation of protective actions;
 - e. Short-term stabilization actions; and
 - f. Recovery actions.

New for this plan renewal:

1. We now have Functional Annexes for all fifteen (15) recognized Emergency Support Functions (ESFs). ESFs added included Search and Rescue, Oil and Hazardous Materials, Agriculture and Natural Resources, Energy, Cross Sector Business and Infrastructure.
2. This plan adopts the Community Lifelines concept.
 - a. Community Lifelines enable the continuous operation of critical government and business functions and is essential to human health and safety or economic security.
 - b. Lifelines are the most fundamental services in the community that, when stabilized, enable all other aspects of society to function.



Approval and Implementation

EATON COUNTY EMERGENCY OPERATIONS PLAN

This Emergency Operations Plan addresses Eaton County's planned response to extraordinary disaster situations associated with natural, technological, and human-caused hazards. It is the principal guide for ensuring the protection of health, safety, and property of the public and aiding in short-term recovery operations for the jurisdictions and participating agencies that lie within. It is intended to facilitate multi-agency and multi-jurisdictional coordination, particularly among local, state, and federal agencies in emergency management, and establish a framework for an effective system of comprehensive emergency management.

The Base Plan, Functional Annexes, and Hazard Specific Annexes have been developed using accepted emergency management principles and practices. Incorporated planning elements are derived from Federal Emergency Management Agency (FEMA) and Michigan State Police Emergency Management and Homeland Security Division (MSP/EMHSD) planning documents. Modifications to this plan may be made under the direction of the Emergency Manager of Eaton County. Adoption will occur following the established maintenance schedule; however, the plan may be modified in the interim without prior approval and formal adoption.

This plan is approved and endorsed by Eaton County Emergency Management and the Eaton County Emergency Manager. Resolution #02-09-99 defines the duties and responsibilities of the Emergency Manager which includes the formulation of the Emergency Operations Plan in cooperation with other emergency management stakeholders.

This plan supersedes any previous versions.

SIGNATURE OF THE EATON COUNTY BOARD OF COMMISSIONERS BOARD CHAIR	DATE

SIGNATURE OF THE EATON COUNTY EMERGENCY MANAGER	DATE

From: [Ryan Wilkinson](#)
To: [Connie Sobie](#)
Cc: [Ella Gardner](#)
Subject: EOP Promulgation
Date: Thursday, July 13, 2023 3:10:21 PM
Attachments: [Approval and Implementation.pdf](#)
[Promulgation Statement.pdf](#)
[EOP - Complete Plan - v1 \(August 2023\).pdf](#)

Good afternoon!

Attached is what we have put together for the EOP renewal promulgation for August. Preferably, the Approval and Implementation document and Promulgation Statement document would be what go in the Commissioner's packets. I would then explain that the entirety of the document is a 4-year renewal, what the document is, how we use it, how we implement it during a disaster, the sections, etc. If approved, I would also prefer the individual documents get signed AND the complete plan gets signed on pages 3 and 5 by Commissioner Mott.

There are also Hazards Specific Annexes that would be adopted as a part of the plan. These can also be referenced as standalone plans and are not included as a part of the attached documents. I often don't find these as public documents since they contain specific response guidelines and/or procedure.

We'll also need to pull the old 2019 plan out of your office at some point. I saw it in a binder a couple of weeks ago near your doorway

Ryan Wilkinson
Emergency Manager
County of Eaton
Emergency Management
911 Courthouse Dr., Charlotte, Michigan 48813
Desk: 517-543-5341
Cell: 517-983-4354





Promulgation Statement

EATON COUNTY EMERGENCY OPERATIONS PLAN

Section 10 of the Emergency Management Act (PA 390 of 1976) in Michigan gives powers to the county to direct and coordinate the development of emergency operations plans and programs in accordance with the policies and plans established by the appropriate federal and state agencies. The Eaton County Emergency Operations Plan is an all-hazards plan that encourages a cooperative, seamless relationship between all local, county, regional, state and federal agencies, and other organizations that have an emergency management function.

The Eaton County Emergency Operations Plan has been developed to establish the policies and guidance that will provide elected and appointed officials, administrative personnel, various government departments, the private sector, and non-governmental organizations with the information required to function in a coordinated and integrated fashion and to ensure a timely and organized management of the consequences arising from disasters.

This plan is a statement of policy regarding emergency management. It assigns tasks and responsibilities to participating organizations specifying their roles before, during, and after an emergency or disaster. This plan conforms to CPG 101, Developing and Maintaining Emergency Operations Plans. The plan is also consistent with the National Incident Management System and all applicable Homeland Security and Presidential Policy Directives.

To execute this plan effectively and mobilize available resources, all implementing personnel must have knowledge of the guidance set forth in this plan and be trained in its use. Specific standard operating procedures and protocols that complement this plan are addressed in documents maintained by the participating organizations. In addition, these participating organizations should participate in training, exercises, and plan maintenance needed to support the plan.

This plan is endorsed and adopted by a Resolution of the Eaton County Board of Commissioners. We direct all personnel involved to assume the roles and responsibilities and take appropriate actions as outlined herein.

SIGNATURE OF THE EATON COUNTY BOARD OF COMMISSIONERS BOARD CHAIR	DATE