

EATON COUNTY BOARD OF COMMISSIONERS



Tim Barnes
Blake Mulder
Terrance Augustine
Brandon Haskell
Jeanne Pearl-Wright

Trevor "TJ" Youngquist
Mark Mudry
Joseph C. Brehler
Brian Droscha
Jacob Toomey

Scott Hansen
Brian Lautzenheiser
Jim Mott - Chairman
Frank Holmes
Barbara A. Rogers - Vice Chairman

EATON COUNTY BOARD OF COMMISSIONERS/PUBLIC SAFETY COMMITTEE

THURSDAY, NOVEMBER 2, 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 October 5, 2023 Minutes.
5. Limited Public Comment.
6. Sheriff's Office Update.
7. Jail Food Services – Canteen Contract Renewal.
8. Essential Emergency Aid Kits.
9. Central Dispatch Update.
 - Clinton-Eaton CAD Provider Agreement
 - Portable Communication Connectivity Solution
 - RAVE Mobile Safety
10. Emergency Management Update.
11. Community Corrections.
 - Community Corrections Grant - Pretrial Services Request.
 - Community Corrections Advisory Board Appointment-Defense Attorney
12. Miscellaneous.
13. Limited Public Comment.
14. Adjournment.

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



1045 Independence Blvd.
Charlotte, MI 48813



eatoncounty.org

PUBLIC SAFETY COMMITTEE

**THURSDAY, OCTOBER 5, 2023
4:00 P.M.**

MINUTES

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

ALSO PRESENT: Chairman Jim Mott, Controller Connie Sobie, Communications Director Logan Bailey, Human Resources Director Ben Dawson, Claudine Williams, Director of Intergovernmental Affairs and Development, Sheriff Tom Reich, Undersheriff Jeff Cook, Dispatch Director Kelly Cunningham, Deputy Dispatch Director Frances D'Huyetter, Emergency Services Manager Ryan Wilkinson, Melanie Auchenbach, Community Corrections Director, Mrs. Jane Mudry, and Jerri Nesbitt

The October 5, 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.

AGENDA ADDITIONS AND CHANGES

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

APPROVAL OF MEETING MINUTES

Commissioner Droscha moved to approve the Minutes of the September 7, 2023, Public Safety Meeting as presented. Commissioner Mudry seconded. Motion carried unanimously.

LIMITED PUBLIC COMMENT

None.

SHERIFF'S OFFICE UPDATE

Sheriff Reich reported the highlights for the month of September, 2023. Discussion held.

DELTA TOWNSHIP POLICE SERVICES AGREEMENT EXTENSION

Controller Sobie explained the current Delta Township contract expires September 30, 2024. She reported the Delta Township Board approved a 1-year extension to September 30, 2025. Discussion held. Commissioner Droscha moved to recommend approval of a 1-year contract extension to the Ways and Means Committee. Commissioner Haskell seconded. Motion carried unanimously.

REPORTS

Controller Sobie presented the Boarding Reimbursement report for Parole Violators, Diverted Felons, and the WRAP Program. All funds received are on track. Population for the Jail Count report is averaging 44 percent.

SHERIFF MOBILE COMMAND UNIT

Controller Sobie updated the committee on status of the purchase of a Mobile Command Unit. Funding paperwork through the State of Michigan is progressing. An additional \$60,000 from Fund Balance Carryover from fiscal year 2022/23 is being requested to cover the additional cost of the vehicle (over the grant amount), and for technology equipment once delivered. Discussion held. Commissioner Barnes moved to recommend approval of the Resolution to the Board of Commissioners. Commissioner Toomey seconded. Motion carried unanimously.

TRI-COUNTY METRO NARCOTICS SQUAD OFFSET

This unit consists of Clinton and Eaton Counties and the City of Lansing. Eaton County does not have a Deputy working within the squad, but funding is provided to the squad annually. The squad currently has a \$15,402 surplus of funds. Tri-County Metro has requested to keep the funds in lieu of Eaton County sending payment for this fiscal year. Commissioner Haskell moved to recommend approval. Commissioner Holmes seconded. Motion carried unanimously.

CENTRAL DISPATCH UPDATE

Central Dispatch Director Cunningham reported on conferences and trainings attended by the department in September. She also reported a visit was made to Macomb County to see their Computer Aided Dispatch (CAD) system by Tyler Technology. Alertus continues to be researched. Telecommunicator Yarger has been promoted to a supervisory position, one Telecommunicator will be starting soon, and there are two applicants on the hiring list. Director Cunningham announced Libby Haviland has been named 2023 Supervisor of the Year and Sandra Yarger has been named Trainer of the Year.

EMERGENCY SERVICES UPDATE

Emergency Services Manager Wilkinson reported on status of preliminary damage assessment reporting for State of Emergency Declaration fund. He also reported the Emergency Management Division of the Homeland Security Agency for the State of Michigan requires that each participating entity conduct three Emergency Management exercises per year. Eaton County's exercises for the year will be completed within the next week.

MISCELLANEOUS

Commissioner Droscha reminded committee members when they are in meetings to remember we are now streaming on YouTube and it is important to remember to use the microphones.

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 November 2, 2023, at 4:00 p.m.

Commissioner Timothy Barnes
Chairperson, Public Safety Committee

DRAFT



CANTEEN SERVICES, INC.
FOOD SERVICE AGREEMENT

THIS AGREEMENT is made as of _____, 2023, by and between **Eaton County Sheriff's Office**, with offices located at **1025 Independence Blvd., Charlotte, MI 48813** (hereinafter referred to as "Client"), and **Canteen Services, Inc.** a Michigan corporation with principal offices at 353 South Michigan Avenue, Coldwater, Michigan 49036 (hereinafter referred to as "Canteen").

WITNESSETH:

WHEREAS, Client desires to avail itself of Canteen's food service; and,

WHEREAS, Canteen desires to perform such services for Client,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. CLIENT'S GRANT TO CANTEEN

Client grants unto Canteen, as an independent contractor, the exclusive right to operate a food service at the following described premises:

Eaton County Jail
1025 Independence Blvd.
Charlotte, MI 48813

(such location hereinafter referred to as the "Premises"), and the exclusive right to prepare and provide meals for jail inmates, employees, guests, and other persons as shall be approved by the Client (said manual food service hereinafter referred to as "Services").

SECTION 2. CANTEEN'S RESPONSIBILITIES

- A. Pursuant to the provisions of this Agreement, Canteen will operate and manage its Services to provide nutritious meals and maintain high standards of quality, sanitation, and cleanliness.
- B. Canteen agrees to pay all federal, state, and local taxes which may be assessed against Canteen's equipment or merchandise while in or upon the Premises, as well as all federal, state, and local taxes assessed in connection with the operation of its Services upon the Premises. Canteen also agrees to comply with all federal, state, and local laws and regulations governing the preparation, handling, storage preparations and serving of foods, and to procure and keep in effect all the necessary licenses, permits, and food handler's cards required by law, and to post such permits within the catering areas in a prominent place as required by law. All costs in connection with such taxes (excluding said Client's real estate and personal property taxes referred to in Section 3), licenses, permits, and food handler's cards, shall be paid by Canteen. Canteen agrees to comply with applicable federal, state, and local laws and regulations pertaining to wages and hours of employment.
- C. Canteen shall hire all employees necessary for the performance of this Agreement. If possible, employees

will be hired from the Eaton County area. Upon being hired, such employees shall be subject to such health examination as proper city, state, or federal authorities may require in connection with their employment. All persons employed by Canteen will be the employees of Canteen, and not of the Client, and will be covered by a fidelity bond. Canteen agrees that no employees of the Client will be hired by Canteen without permission of the Client for a period of six (6) months after the termination of their employment with Client. Canteen, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, age, height, weight, handicap, or marital status in violation of federal, state, or local law, unless such requirement is necessary for security reasons.

- D. Background checks are performed on all prospective Canteen personnel and Client approves all new hires before they are offered a position. The Client reserves the right to reject employees placed on the premises by Canteen.
- E. Canteen shall perform all necessary spot mopping of the floors in the storage and food service preparation areas. Canteen agrees to maintain conditions of sanitation and cleanliness. Canteen further agrees that Canteen's facilities and services, as well as the food prepared by Canteen, shall at all times be subject to inspection by an authorized, capable person or persons designated by the Client. See attached Exhibit B for detailed cleaning responsibilities. Client shall furnish adequate inmate kitchen workers to assist with food preparation, baking, cooking, and necessary clean-up of the facilities.
- F. All records shall be kept on file by Canteen for a period of three (3) years from the date the record is made, and Canteen shall, upon reasonable notice, give the Client or his authorized representative the privilege at a reasonable time of inspecting, examining, and auditing, during normal business hours, such of Canteen's business records which are directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client, and such inspection, examination, and audit shall be conducted at the Canteen location where said records are normally maintained.
- G. Canteen agrees that Canteen's employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the Premises which Client imposes upon Client's employees and agents.

SECTION 3. CLIENT'S RESPONSIBILITIES

- A. Client shall, at its own cost and expense, provide all food equipment, facilities, and floor space, as mutually agreed between Client and Canteen, necessary to the efficient operation, transporting, and control of Canteen's Services. The Client will maintain, repair, and replace said equipment and facilities at its own expense, and the Client shall keep such equipment and facilities maintained in a safe operating condition such that no Canteen employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act, including but not limited to the general duty and the specific duty clauses thereof, or any other similar federal, state, or local law or regulation; provided, however, if equipment provided by Client becomes inoperative, hazardous, or inefficient to operate, Canteen shall have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so, within agreed upon terms, in a reasonable time after written notice of said equipment deficiency. Client shall permit Canteen to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. Canteen agrees that all equipment and items of equipment now or hereafter furnished by the Client to Canteen are the sole property of the Client, and Canteen agrees not to change, deface, or remove any symbol or mark of identity upon said equipment or items of equipment furnished by the Client.
- B. The Client will be responsible for all daily spot mopping of the floors in the dining area, all necessary cleaning of walls, windows, and electric light fixtures, and all necessary scrubbing, stripping, and

polishing of floors in the storage, food service preparation area, and the dining room areas, as well as any areas adjacent to stands or carts used for Canteen's Services, at no cost to Canteen. See attached Exhibit B for detailed cleaning responsibilities.

- C. Client agrees that no employees of Canteen will be hired by Client without permission of Canteen for a period of six (6) months after the termination of their employment with Canteen. Client shall not impose any regulation on Canteen's employees not imposed on Client's employees.
- D. Background checks are performed on all prospective Canteen personnel and Client approves all new hires before they are offered a position. The Client reserves the right to reject employees placed on the premises by Canteen.
- E. Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located on the Premises.
- F. Client also agrees to provide all expendable and small-wares, and replacements as needed, provide telephone and office equipment and service to Canteen including high speed internet access.

SECTION 4. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A which is attached hereto, incorporated herein, and made a part hereof as if fully set forth in the Agreement.

SECTION 5. INDEMNIFICATION: INSURANCE

- A. Canteen shall indemnify Client and the Sheriff of Eaton County, their employees, agents, elected officials, and appointed officials, against any and all claims, suits, losses, expenses, costs, damages, including actual attorney's fees incurred by Client, Sheriff, and/or Eaton County caused, in whole or in part, by Canteen's actions or failure to act, or caused by the negligent acts or omissions of Canteen's agents or employees and/or caused by or arising out of the presence of Canteen's employees or agents on the Premises of Eaton County or arising out of the consumption or use of the products and food products sold by Canteen; provided however, nothing contained herein shall require Canteen to defend or indemnify the Client, Sheriff, and/or Eaton County for losses, damages, injuries, or death arising out of the sole negligence of Eaton County, their agents or employees.
- B. Client shall promptly notify Canteen in writing of any claims or lawsuits against Client within ten (10) days after the day Client first receives actual notice of such claim or lawsuit. Client will provide Canteen with a copy of a summons and complaint in the event a lawsuit is filed.
- C. In order to secure Canteen's obligation to hold harmless and indemnify the Client, Canteen shall procure and maintain the following insurance:
 - 1. Worker's Compensation Insurance as prescribed by the laws of the State of Michigan.
 - 2. Comprehensive General and Automobile Liability Insurance, with combined single limits of \$1,000,000 for any one occurrence in which bodily injury or property damage is alleged. Also, excess liability umbrella form in the amount \$10,000,000.

Canteen shall furnish Client with a Certificate of Insurance evidencing such coverage naming Client as additional insured. The cost of the above insurance will be paid by Canteen.

SECTION 6. COMMENCEMENT AND TERMINATION

This agreement shall become effective as of the **1st day of October 2023**, and shall remain in force for three (3) years. Agreement may automatically renew for three (3) additional one (1) year terms upon mutual consent of both parties. Either party may terminate this Agreement by giving ninety (90) days' written notice to the other party. The Client may terminate this Agreement for nonperformance by Canteen immediately without 90 days' notice.

Upon the termination or expiration of this Agreement, Canteen shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Canteen, where applicable, and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Canteen, excepting ordinary wear and tear and fire and other casualty loss.

The termination of this Agreement shall not affect the rights, privileges, liabilities, and/or responsibilities of the parties as they exist as of the effective date of termination and the parties shall cooperate fully with each other during the term of the contract and subsequent to the termination in order to ascertain and satisfy the liabilities of either party to the other. The indemnities in this Agreement shall survive the termination.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed, and it is the intent of the parties that an independent contractor relationship be established and is hereby established under the terms and conditions of this Agreement; that employees of Canteen are not nor shall they be deemed to be employees of Client; and, that employees of Client are not nor shall they be deemed to be employees of Canteen.

SECTION 8. LOCKDOWN AND INSPECTION

- A. In the case of lockdown or other related acts, Canteen shall serve a special menu that would be kept on site for this type of emergency. If lockdown or emergency lasts more than three days the administrator and Canteen will determine what course of action needs to be taken.
- B. The Client shall have the right to inspect or search all employees and agents of Canteen, their property and belongings while upon the Premises, without prior warning at any time. The Client shall have the right to refuse access of any person to the secured areas of the facility.

SECTION 9. CONFIDENTIALITY

All operating, and personnel information, including but not limited to, standard operating procedures, recipes, and computer software programs related to, and/or utilized in, Canteen's business operations and which may be housed (filed or stored) within the Client's facility are and shall remain confidential; excepting they are limited and subject to compliance with applicable public records laws.

SECTION 10. MATERIAL CHANGE

The operational and financial arrangements in this Agreement are based upon conditions existing as of the effective date. In the event of significant and/or adverse change in conditions due to causes beyond Canteen's control, including but not limited to; a change in the scope of services required; menu changes; a decrease/increase in Client's inmate population; the availability of inmate kitchen labor; substantial increases in food, fuel, and cost of supplies; Federal, State, local, and/or other taxes, requirements, regulations; or other unforeseen conditions, Canteen shall give Client written notice of request to renegotiate and/or modify the terms of this Agreement.

Neither Canteen nor Client may assign or transfer this Agreement, or any part thereof, without the prior written consent of the other party.

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Canteen's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Canteen and Client.

Eaton County Sheriff's Office
1025 Independence Blvd.
Charlotte, MI 48813

Canteen Services, Inc.
353 S. Michigan Ave.
P. O. Box 160
Coldwater, MI 49036

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

EATON COUNTY SHERIFF'S OFFICE

Signature	Date
-----------	------

Title _____

Printed Name _____

EXHIBIT A

I. PRICING

Canteen agrees to operate its food service for the EATON COUNTY SHERIFF'S OFFICE under the following terms:

- A. Canteen will provide the facilities with Inmate Food Service at a set price per meal. All inmate, jail staff, and visitors' meals shall be charged the same price. The cost per meal will be determined on a per meal serving basis (Breakfast, Lunch, Dinner) according to the following schedule:

<u>Inmate and/or Sack Meals</u>	<u>Price Per Meal</u>
0-160	\$1.96
161-179	\$1.90
180-198	\$1.85
199-217	\$1.80
218-236	\$1.74
237 and above	\$1.69
Kosher Meals	\$6.60
Price Per Snack	\$1.30

Pricing is all inclusive of regular inmate meals, medical, religious, dietary, holiday, sack, and emergency.

Pricing shall be reviewed annually prior to the anniversary date with any adjustment mutually agreed upon.

- B. Eaton County Jail shall provide telephone and internet service for business purposes of administering this Agreement, utilities, floor cleaning supplies, uniforms for inmate kitchen workers, breakfast trays, expendable/small-ware replacements, kitchen equipment and all repairs and maintenance cost of equipment.
- C. Canteen's price is based upon Eaton County Jail supplying a sufficient number of inmate workers to assist with food preparation, cooking, baking, and cleaning. The Jail Administration shall replace any disruptive inmate kitchen worker at Canteen's request. Canteen also reserves the right to request additional inmate assistance for deep cleaning as needed. In the event that inmate kitchen labor is not available, Canteen would acquire temporary labor and bill Eaton County Jail for this cost.
- D. Inmate kitchen workers shall transport/deliver meals to the appropriate areas and shall return all trays and delivery equipment to the facility kitchen in a timely manner.
- E. Hours of service for the Jail facility shall be:

Breakfast	6:30 a.m.
Lunch	11:30 a.m.
Dinner	4:20 p.m.

Hours may be adjusted if mutually agreed upon.

- F. In the event a determination is made during the term of this Agreement or after the term of this Agreement by the appropriate governmental authority that the payment either in part or in full, paid by the Client pursuant to this Agreement, is subject to any sales tax, this tax, together with any interest and/or penalties with respect thereto concerning such payments, shall immediately be reimbursed by Client to Canteen, notwithstanding the year in which such determination is made or the fact that this Agreement may have expired or been terminated for any reason by either party hereto prior to the date of such determination is made during the term of this Agreement, the Client shall, in addition, from the time of such determination forward, pay such tax to Canteen in the same manner.

II. CREDIT TERMS

Invoices for all meals will be processed weekly (typically Wednesday) for the prior week (Sunday breakfast through Saturday dinner). Terms are net 30 days. Any past-due amounts, over 45 days past due date at the option of Canteen, will be subject to a service charge of up to one percent (1%) per month of the unpaid balance.

In the event that sales amounts set forth in said statements are not paid according to the terms hereof, or in the event that Canteen, in its sole discretion, determines that Client's credit has become impaired, Canteen shall have the option of either declining to continue its services hereunder except on a cash-in-advance basis until such time as said credit has been re-established to Canteen's satisfaction, or terminating this Agreement without any liability whatsoever to Canteen.

III. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the conditions that Canteen will operate its Services at the same points of service and remain in operation only the hours agreed to when Canteen begins operations hereunder.

If Client desires Canteen to operate its Services for additional points of service and/or for additional hours, Client and Canteen shall mutually agree on the appropriate financial arrangements for the additional points of service and/or additional hours.

EXHIBIT B

<u>RESPONSIBILITIES OF CANTEEN AND EATON COUNTY JAIL (CLIENT)</u>	<u>CANTEEN</u>	<u>CLIENT</u>
Floor Cleaning - Daily spot mopping of floors in the storage and food service preparation areas.	X	
Floor Cleaning--Daily spot mopping of floor in the dining areas and all necessary scrubbing, stripping, and polishing of floor in the storage, food service preparation area and the dining areas.		X
Freezers and Refrigerators - Cleaning of shelving, walls, and floor.	X	
Freezers and Refrigerator - Cleaning of fans, coils, and condensers.		X
Cleaning of cooking utensils, mixing equipment and utensils, hand utensils, containers, toasters, coffee makers, grills, steam kettles, steamers, can openers, work surfaces, mixers, slicers, grinders, saws, deep fat fryers and skillets, vegetable peelers, sinks, beverage dispensers, mops and buckets, cafeteria tables, eating utensils, trays, tumblers, cups, storeroom shelving, shelving in food preparation and serving areas, ice machine, utensil racks, and utility drawers.	X	
Food Costs	X	
Labor Costs	X	
Sack Lunch Program	X	
Inmate Kitchen Labor and Uniforms		X
Paper Goods	X	
Cleaning Supplies	X	X
Uniforms	X	X
Telephone and Internet Services		X
Expendable/Small-ware Replacements		X
Equipment Maintenance and/or Replacement		X
Interest on Late Payments		X
Employee Insurance	X	
General Liability Insurance	X	
Facilities Liability Insurance		X
Maintenance Costs		X
Utilities		X
Dumpster Service		X
Pest Control		X
Food License	X	
Fire Systems		X
Record Keeping	X	



**EATON COUNTY
CONTROLLER'S OFFICE**

Connie L. Sobie
Controller/Administrator

Melissa L. Ballard
Finance Director

Claudine Williams
Director of Intergovernmental
Affairs and Development

Ben Dawson
Human Resources Director

Logan Bailey
Communications Director

SUBJECT: Tourniquet Kits and Emergency Planning

TO: Public Safety Committee

FROM: County Controller's Office

DATE: Thursday, November 2, 2023

General Overview: The Controller's Office, in coordination with the Eaton County Sheriff's Department, is recommending the procurement of Roman Teacher Aid Kits (RTAK) for the County to distribute across departments and operations. All of the items in an RTAK are essential for staff to administer lifesaving treatment by slowing blood loss from any potential injuries and providing people time for emergency transport to a medical facility. These come highly recommended by our Eaton County Sheriff's Department, Grand Ledge Fire Department, and Charlotte Police Department. The RTAK is also commonly used within school districts throughout the County.

What is included in a RTAK? Each RTAK comes equipped with:

- Paramedic Shears, Black;
- SWAT Tourniquet;
- T3 Bandage;
- SAM XT Tourniquet;
- H*VENT Vented Chest Seal, Two-Pack.

Staff Recommendation: The recommendation is to order 100 RTAKs, at an estimated price of \$109.50 per unit, for a total cost of \$10,950.00. The current proposal includes 67 RTAKs for distribution around the County's buildings, parks, and work locations and another 43 to be placed in departmental County vehicles (*Non-Sheriff vehicles, as the estimate takes into consideration that First Aid and Tourniquets are already integrated into the Department's operational routine*). The proposed distribution of these kits by departments are outlined on the next page. If approved, these RTAKs would act in coordination with the Active Violence Training that is underway for elected officials and County staff and represents part of the County's emergency planning preparations.



517-543-2122
517-543-3331 Fax



1045 Independence Blvd.
Charlotte, MI 48813



eatoncounty.org

Table 1.0

Emergency Planning Tourniquet Kits/Roman Kits			
Departments	Quantity	Totals	Notes
Technology Services	2	\$219.00	Two kits for the building in addition to the vehicle kits.
Central Dispatch – 911	2	\$219.00	Two kits for the building in addition to the vehicle kits.
Youth Facility	4	\$219.00	Two kits for the building in addition to the vehicle kits.
Controller's Office	11	\$1,204.50	One kit for the office and the rest are extras that can be distributed later.
- Human Resources			
County Clerk's Office	2	\$219.00	
- Register of Deeds	1	\$109.50	
- Circuit Court Clerk	1	\$109.50	
Physical Plant	3	\$328.50	Three kits for the building in addition to the vehicle's kits.
Treasurer	1	\$109.50	
Emergency Management	5	\$547.50	
Parks & Recreation	7	\$766.50	One kit for each park in addition to the vehicle's kits.
Resource Recovery	1	\$109.50	One kit for the building in addition to the vehicle's kits.
Community Development	1	\$109.50	
- Veterans Services	1	\$109.50	
Construction Codes	2	\$219.00	Two kits for the building in addition to the vehicle's kits.
Drain Office	1	\$109.50	One kit for the building in addition to the vehicle's kits.
Equalization	1	\$109.50	
Court			Kits for the different groups within the Court in addition to any vehicle's kits.
- Circuit Court	1	\$219.00	
- District Court	4	\$219.00	
- Friend of the Court	2	\$219.00	
- Probate Court	1	\$109.50	
- Juvenile Court	1	\$109.50	
- Community Corrections	1	\$109.50	
Prosecuting Attorney	1	\$109.50	One kit for the building in addition to the vehicle's kits.
- Economic Crime Unit	1	\$109.50	
- Child Support Unit	1	\$109.50	
Public Defender Office			One kit for the building.
- Indigent Defense	1	\$109.50	
Office of the Sheriff			This estimate includes that First Aid and Tourniquet's are already integrated into the Department's operational routine.
<u>County Departments Sub-Total</u>	<u>60</u>	<u>\$6,570.00</u>	<i>*Quoted price per unit is \$109.50, this quote was current as of September 19, 2023.</i>
<u>Kits for Vehicles</u>	<u>43</u>	<u>\$4,708.50</u>	
<u>Total for County</u>	<u>100</u>	<u>\$11,278.50</u>	





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: October 2023

Training & Exercise:

- Supervisor Howland, Supervisor Nunham, Supervisor Yarger, and Telecommunicator March attended *Suicide Intervention* training at Delta Fire Station 1.
- Telecommunicator Wonnacott attended *Emergency Medical Dispatch* training virtually.
- Director Cunningham attended the *Advanced Exercise and Design* course in Ingham County.
- Telecommunicator Bialkowski attended *The Changing Face of the Active Shooter* training at Eaton County Central Dispatch.
- Telecommunicator Hennessy attended *Handling Calls Regarding Missing and Exploited Children* training virtually.
- Supervisor Carranco, Supervisor Yarger, and Telecommunicator Wonnacott attended *Emergency Response for Accidents Involving Livestock (ERAIL)* training at Michigan State University.
- Supervisor Carranco attended *Tactical Leadership* training in Okemos.
- All Telecommunicators and Supervisors completed *Medical ProQA Notifications and Warnings, Does the Compressions Monitor Diagnostic Tool by EMDs Enhance Callers Ability to Perform CPR, & Impacts of EMD* training virtually.
- All Telecommunicators and Supervisors completed *Who Moved My Headset* training virtually.

Technology & Radios:

- Current Projects In-Progress:
 - Computer-Aided Dispatch Replacement
 - Eaton County Alertus
 - Eaton County RAVE Panic Button
 - ASAP to PSAP
- New Radio Templates from MPSCS:
 - Ionia County- will be updating radios
- Pending Radio Templates from MPSCS:
 - Calhoun County (New Implementation)
 - Maple Valley Schools (New Implementation)

Operations:

- Director Cunningham and Deputy Director D'Huyvetter attended the Sunfield Township Meeting at the request of the Sunfield Township board members to discuss the logistics of dispatch EMS units.
- Director Cunningham and Deputy Director D'Huyvetter attended the Michigan Public Safety Communications System (MPSCS) End-User Group Meeting in Traverse City.
- Director Cunningham, Deputy Director D'Huyvetter, Supervisor Howland, and Executive Assistant Hart attended the Peninsula Fiber Network (PFN) Annual User Group Meeting in Bay City.
- Deputy Director D'Huyvetter attended the Regional Active Violence Incident (AVI) meeting at the Ingham County Sheriff's Department.
- Telecommunicator Yarger was promoted to supervisor on October 15th.

- Lindy Erk started as a Public Safety Telecommunicator on Monday, October 30th. She will complete her two-week orientation off the dispatch floor with Communications Training Officer Jones and Supervisor Howland.
- We have two (2) applicants on the Public Safety Telecommunicator hiring list.
- Elizabeth Howland was presented with the 2023 Michigan APCO Supervisor of the Year award in Frankenmuth.
- Cassandra Yarger was presented with the 2023 Michigan APCO Training of the Year award in Frankenmuth.

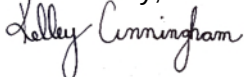
Operational Staffing Report:

- Public Safety Telecommunicators
 - o Fully Trained: 13
 - o In Training: 3
 - o Vacant: 0
 - o Hiring List: 2
- Supervisors
 - o Fully Trained: 6
 - o In Training: 0
 - o Vacant: 0

Outreach & Public Relations Events:

- Director Cunningham attended the Suicide Prevention Eaton County (SPEC) Stakeholder Introductory meeting.
- Director Cunningham was a panelist for the *Unlocking the Future of Critical Incident Mapping* webinar.
- Director Cunningham and Supervisor Howland were guests on the ViewPoints by Equator Podcast, set to air in December.
- Deputy Director D'Huyvetter trained Eaton County Executive Team Members and the Board of Commissioners on utilizing the RAVE Panic Button during their Active Violence Incident (AVI) training.
- Deputy Director D'Huyvetter trained the City of Potterville staff on utilizing RAVE Alerts.
- Telecommunicator Jones was a Communications Training Officer (CTO) Panelist for APCO International Occupational Analysis.
- October is Fire Prevention Month! The Public Relations Team attended the following Fire Open Houses:
 - o Bellevue Fire Department
 - o Benton Township Fire Department
 - o Delta Township Fire Department
 - o Hamlin Township Fire Department
 - o Grand Ledge Area Fire Department
 - o Vermontville Fire Department
- The Public Relations Team attended the following Halloween Events:
 - o Eaton Rapids Downtown Trick-or-Treating
 - o Grand Ledge Trick-or-Treat on Bridge St.
 - o Royal Scot Trunk-or-Treat

Yours Truly,

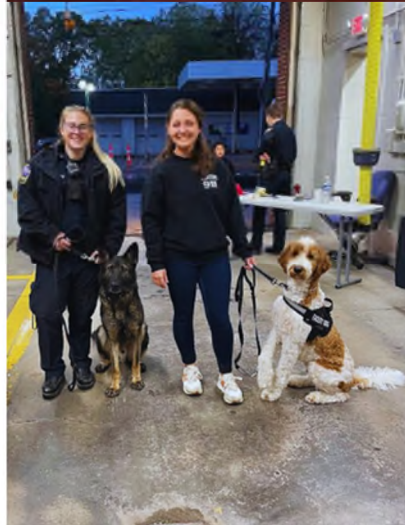


Kelley Cunningham
Director

2023 Michigan APCO Award Recipients



2023 Fire Open Houses



INTERGOVERNMENTAL AGREEMENT

The Counties of Clinton and Eaton ("Counties") have elected to utilize the Intergovernmental Contracts between Municipalities Act MCL §124.1 to share the costs of certain new technologies for their 911 answering and dispatch operations.

I. Purpose

Each County provides 911 answering and dispatch for emergency police, fire and ambulance and related first responder activities within their counties. The Counties recognize that cost efficiencies can be achieved by common technology purchasing and coordination of certain functions among or between their 911 operations. For purposes of this Agreement, such consolidation or commonality shall be referred to as "Association."

The Counties also agree that representatives may meet periodically to discuss additional services, functions, or positions that could become the subject of additional association to achieve cost efficiencies and service effectiveness in the future.

II. No Joint Venture

The Counties agree that no joint venture is created by this Agreement or their Association and that no separate or independent legal entity is created hereby. Services provided by the holder of the associated position within a particular County shall be considered provided to that County, regardless of whether they advance the Association.

Each County covenants not to sue the other County regarding any associated services provided hereunder and waives any right of subrogation. Each County agrees not to assign any right under this Agreement or any cause of action against another County regarding services provided under this Agreement. Notwithstanding the above, nothing herein should be construed as intending to preclude a party from instituting legal proceedings to enforce the terms and conditions of this Agreement.

III. Membership/Duration and Termination

No additional County may be added to this Association without the permission of each of the Counties. Either County may terminate this Agreement by providing the other County ninety (90) days advance written notice.

The promises provided in Section II shall survive the termination of this Agreement. The financial commitments of each County shall continue until the date of its withdrawal or the termination of the Agreement. Any financial commitment accrued during the period in which the County was subject to the terms of this Agreement shall continue despite its withdrawal or the termination of the Agreement. If one County has advanced funds to support the Association, the other County shall provide a pro-rata reimbursement to the other County that constitutes a fair assessment of the value

conveyed by the first County and the benefits achieved by the second County by that value.

IV. Shared Services and Technology

The Counties agree to share the technologies identified in Exhibit A. Exhibit A may be amended by mutual consent.

V. Decision-making

The Counties agree that their 911 Directors will make any protocol decisions regarding the shared technologies. Any contract or costs shall be approved by the two county boards of commissioners.

VI. Cost Allocation

The Counties agree to individually cover hardware, software and service costs that the 911 Directors determine can be itemized and segregated per actual use and control by the individual member counties. They agree to split the costs of shared or "common" costs in the manner described in Exhibit B. Exhibit B may be amended by mutual consent.

VII. Miscellaneous Provisions

1. Nothing in this Agreement shall be interpreted as precluding a County from associating with another County in a manner that does not compromise the services covered by this Agreement.

2. Any notice to be sent under this Agreement shall be effective when filed with the County Clerks of the other member Counties at their then current addresses.

3. This Agreement may be approved in counterparts.

4. This Agreement shall be effective when approved and executed by the second County to approve it.

5. The parties agree to binding arbitration regarding any dispute arising out of this Agreement. Either party may initiate the process by contacting the American Arbitration Association, which shall select an arbitrator if the parties cannot agree to one. The arbitrator's decision shall be final and a judgment may enter incorporating the terms of the decision. The arbitrator may award costs and attorneys fees to the prevailing party.

6. Failure to enforce a term or condition of this Agreement shall not be construed as a waiver of that term and condition in subsequent enforcement proceedings.

7. If any provision of this Agreement is determined to be invalid, it shall be severed and the remaining provisions shall be deemed valid, binding and enforceable.

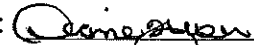
8. This Agreement contains the complete expression of the parties' understanding regarding the subjects contained herein. All prior or contemporaneous oral or written agreements are merged herein. This Agreement may not be modified except in writing duly approved and signed by all parties.

Execution

CLINTON COUNTY

By: 
Board of Commissioners Chairperson

Date: 12-20-2013

Attest: 
Clinton County Clerk

EATON COUNTY

By: 
Board of Commissioners Chairperson

Date: 1-17-14

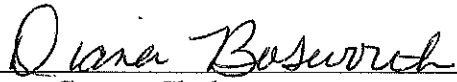
Attest: 
Eaton County Clerk

Exhibit A
Description of Services

Clinton County and Eaton County currently share Computer Aided Dispatch (CAD) data to assist with the dispatch of a shared fire department. The two dispatch centers agreed it was in the best interest of the citizens to share data via a CAD to CAD software program. The "CAD2CAD" allows for more accurate and faster data transfer of information.

Clinton County and Eaton County are currently paying for four connection points to allow for data sharing. Each has T1 bundles connecting us to Livingston County and fiber connections connecting us to Ingham County. The goal is to eliminate both T1 bundles going to Livingston County and Eaton's fiber connection to Ingham County. In order to make this happen each County will be responsible for eliminating their T-1 bundles to Livingston County and for any early termination penalties. Eaton County will also terminate its fiber connection to Ingham County to minimize penalties.

Exhibit B
Cost Allocation

Each County agrees to absorb any penalties associated with the termination of the T1 bundles. Clinton County agrees to reimburse Eaton for 50 percent of the penalties associated with terminated the fiber connection to Ingham County.

Clinton County will maintain its fiber connection and have the line disconnected at Ingham County and reconnected at Eaton County. Any fees associated with the change will be shared equally.

Clinton County and Eaton County have been provided pricing by the current vendor. The two 911 Directors will jointly decide on the best plan and each County agrees to pay 50 percent of the annual fees. The company we are currently working with will only invoice one county, since Clinton County's fiber line is being maintained; it will front the fiber fees and invoice Eaton County annually for its 50 percent share, which Eaton agrees to pay within thirty (30) days of invoice receipt.

3 year



SO Ref #:
Account: Clinton County Central Dispatch
Order: 10M Layer 2 Ethernet Point to Point - Clinton County Central Dispatch 36 Month

Prepared for: Clinton County Central Dispatch

Prepared By: Anthony Vissman
avissman@pfnilc.net
+1 6166382796

Billing Address:
100 East State Street
Saint Johns, MI 48879

Order: 10M Layer 2 Ethernet Point to Point - Clinton County Central
Dispatch 36 Month
Contract Term (months): 36
Service Request: New Customer/New Service
Billing Frequency: Monthly

Sales Engineer:

Order Description: 10M Layer 2 Ethernet Point to Point - Clinton County Central Dispatch 36 Month

CONTACT INFORMATION: Please verify the information below and correct if needed - Order Contact Required

Contact Name	Contact Role	Email Address	Business Phone	Mobile Phone
Chris Collom	Billing	collomc@clinton-county.org	989-224-5109	
Chris Collom	Order Contact	collomc@clinton-county.org	989-224-5109	

SERVICE LOCATION INFORMATION: Please verify the information below and correct if needed

Location Name	Type	Description	Service Address
Eaton County Central Dispatch	Loc Z	Central Dispatch	911 Courthouse Dr,, Charlotte,, MI 48813
Clinton County Courthouse	Loc Z	Courthouse	100 E. State Street, St. Johns, MI 48879

MONTHLY RECURRING CHARGES (MRC): Billed each month for the duration of term

Product	Service Details	State	Sales Price	Qty	Total Price
DIA	10M Layer 2 Ethernet Point to Point	MI	\$495.00	1	\$495.00
Other - Local Loop Fee	ATT Loop Fee	MI	\$309.00	1	\$309.00
Other - Local Loop Fee	Winn Loop Fee	MI	\$210.00	1	\$210.00
					Subtotal: \$1,014.00
					Total MRC:\$1,014.00

NON-RECURRING CHARGES (NRC): One-time charges billed on first invoice

Service Details	Sales Price	Qty	Total Price
NRC - Installation - Fiber Installation	\$775.00	1	\$775.00
			Total: \$775.00

*All prices are exclusive of any taxes, surcharges, and regulatory fees



SO Ref #: COO01
Account: Clinton County Central Dispatch
Order: 10M Layer 2 Ethernet Point to Point - Clinton County Central Dispatch

NON-RECURRING CHARGES (NRC): *One-time charges billed on first invoice*

Service Details	Sales Price	Qty	Total Price
NRC - Installation - Fiber Installation	\$775.00	1	\$775.00
			Total: \$775.00

**All prices are exclusive of any taxes, surcharges, and regulatory fees*



SO Ref #: COO01
Account: Clinton County Central Dispatch
Order: 10M Layer 2 Ethernet Point to Point - Clinton County Central Dispatch

Please sign and date below

Service Request: New Customer/New Service
Billing Frequency: Monthly
Order Description: 10M DIA CAD with Eaton County

Clinton County Central Dispatch

Peninsula Fiber Network, LLC

Signature:

Signature: _____

Printed Name:

Printed Name: _____

Title:

Title: _____

Date:

Date: _____

[] Please check here if you prefer paperless billing

SERVICE AGREEMENT

This Agreement is entered into by and between Peninsula Fiber Network, LLC (PFN), a Michigan corporation located at 1901 West Ridge Street, Marquette, Michigan 49855, and Clinton County Central Dispatch located at 100 East State Street, Saint Johns, MI 48879 on *date1* {"textsize":"small"}

TERMS AND CONDITIONS

1. **SERVICE:** PFN may provide telecommunications services to Customer for the transport of telecommunications voice and data services (each a "Service" and collectively the "Services") as described in the attached Service Addendum / Service Order. All Services shall be provided according to the terms and conditions as set forth herein, and as specified in an order from the PFN for Services and accepted and placed by Customer with PFN (Service Addendum(s)/Service Order(s)). The Agreement is comprised of the terms and conditions herein together with any Services indicated on accompanying Service Orders attached or incorporated by reference, and the forgoing shall be deemed one integrated agreement and not as separate severable contracts. Neither party shall have any obligations for any Service unless and until a Service Order details the Service to be provided and establishes fees for the Service, and is fully executed, for each Service. Before Customer agrees to a Service, PFN shall provide a quote (may be through an email) and the Service Order including what portions of the Service are provided: by a third party; as Non-Route Redundant Capacity Services or Route Redundant Capacity Services, and as Protected or Unprotected.

2. **DEFINITIONS:**

2.A. **Affiliate:** It is defined as an entity which directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with, another entity, whereby "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract, or otherwise, and "controlling" and "controlled" have meanings correlative thereto, and whereby "owns" means the beneficial ownership of more than 50% of the voting securities or other equivalent voting interests of the entity. For clarity purposes Baraga Telephone Company (BTC), 204 – State Avenue, Baraga, MI 49908 and Hiawatha Communications Inc. (HCI), 108 W. Superior, Munising, MI 49862 (including its Affiliates) are not an Affiliate of PFN. PFN is an equal partnership of BTC and HCI. BTC and HCI are two separate entities not affiliated with each other. BTC and HCI created PFN in 2004 to leverage their expertise and assets by creating PFN for reaching beyond their service areas to provide affordable broadband services in Michigan's Upper Peninsula that have little or no access to affordable broadband.

2.B. **Off-Net Services:** Services where one or both locations to be connected are not directly served by PFN's Network. Off-Net Services have a portion of the Services provided by another provider. However, such Services shall be subject to the same terms and conditions of this Agreement.

2.C. On-Net Services: Services which connect two (2) locations served by PFN's Network. On-Net Services are provided entirely by PFN.

2.D. Protected: Protected Services are any Services that shall be re-routed in the event of a fiber cut or equipment failure.

2.E. Unprotected: Unprotected Services shall mean any Service that does not include a protection scheme that would allow traffic to be re-routed in the event of a fiber cut or equipment failure.

3. **USE OF SERVICES BY CUSTOMER AND PFN:**

3.A. Customer shall only use the Services for delivery of telecommunications services described herein to itself, its Affiliates, or its customers.

3.B. Customer shall not have any interest or right of title to the Services, any equipment provided by PFN or third parties in support of the Services, or any premises leased, licensed, or owned by PFN. PFN shall not have any interest or right of title to any equipment provided by Customer or third parties on Customer's behalf in support of the Services, or any premises leased, licensed, or owned by Customer.

4. **PFN SERVICE AVAILABILITY:** PFN will use its best efforts to make the Service (which includes complete installation and testing) available on or before the Requested Service Date stated in the Service Order. PFN may rely on telephone operating companies or other third parties for installation and testing of the Service and for the performance of other services hereunder other than Interexchange Service (i.e., "Local Access"). PFN's liability for any of its obligations under this Agreement is limited in Section 9 of this Agreement. The Customer has sole responsibility for installation and testing of their facilities and equipment unless otherwise specifically stated in this Agreement or Service Order. Customer's liability for charges hereunder shall not be reduced by untimely installation or non-operation of said facilities and equipment, however, these delays will in turn delay the commencing of the monthly charge to Customer until the Service first becomes available. All customer Service Orders shall become a part of this Agreement.

5. **START OF SERVICE:** The Term of this Agreement stated in the Service Order shall begin on the "Requested Service Date" noted therein or on the date that the parties have agreed the Service is available to the Customer, whichever is later ("Start of Service").

6. **PAYMENT:** Customer agrees to pay PFN, monthly in advance (commencing after the Start of Service), a monthly recurring charge ("MRC") equal to the rate set forth in the Service Order or equal to the monthly charge as adjusted under the terms hereof; provided, however, that the first such payment shall be for the period from the Start of Service through the end of the next full month and shall be due after the Start of Service and thirty(30) days following the receipt of an invoice by Customer. The installation and any other applicable non-recurring charges contained in the Service

Order are due with such first payment. In the event Customer fails to pay the total undisputed PFN's invoice amount on or before thirty (30) days after the due date, Customer shall also pay a late fee in the amount of the lesser of one and one-half percent (1-1/2%) of the unpaid balance per month or the maximum lawful rate under applicable state law. In the event that Customer reasonably and in good faith disputes any amount which appears on an invoice issued by PFN pursuant to this Agreement, customer shall not be required to pay that amount which is reasonably disputed until the dispute is resolved by the parties. Such nonpayment by the Customer shall not constitute a breach of Customer's obligation of payment to PFN. Customer must notify PFN that it disputes an invoice within 30 days of the invoice date. If the dispute is resolved in PFN's favor, no interest charges will be applied to the amount in dispute so long as it is paid within 30 days after Customer's receipt of the supporting documentation from PFN.

7. **SERVICE UPGRADES:** In the event Customer desires to upgrade the service capacity during the original Term of this Agreement, PFN agrees to renegotiate the terms of this Agreement without any termination liability for canceling the Service to incorporate the upgrade; provided (a) the MRC is equal or not less than the cancelled Service; (b) the Term of the new Service is at least 12 months or the length of the Term remaining on the cancelled Service whichever is greater, and (c) the remaining MRC charges on the cancelled Service would be waived. The parties will work together to mutually agree upon the terms and conditions of the upgrade.

8. **ADDITIONAL CHARGES:**

8.A. Any applicable federal, state, or local use, excise, sales or privilege taxes, duties or similar liabilities, charged to or against PFN or Customer in connection with any service furnished under this Agreement shall be paid by the Customer in addition to the regular charges under this Agreement. PFN shall explain up front to Customer before invoicing the Customer any of these charges that are in addition to the MRC and NRC stated on the applicable PFN Service Order; so, the Customer can properly budget for monthly charges.

8.B. PFN shall pay any real property, ad valorem, franchise fee or similar tax imposed upon PFN.

9. **SUSPENSION OF SERVICE:** In the event payment of the undisputed invoice amount is not received from Customer by PFN on or before the date due on an habitual basis, PFN shall have the right, after giving Customer ten (10) business days written notice, to suspend all Service to Customer until such time as Customer has paid in full all amounts which are not in dispute as stated in paragraph 6 above, including any late fees as specified herein.

10. **SYSTEM MAINTENANCE:** PFN and Customer agree to the following with respect to the maintenance of Services:

10.A. Preventative Maintenance: "Preventative Maintenance" refers to upgrades, and or routine maintenance or necessary alteration/repair of hardware or software or upgrades to increase capacity. Preventative Maintenance may temporarily degrade the quality of the Service, including possible Outages. Preventative Maintenance shall be undertaken only between the hours of 12:00

a.m. to 5:00 a.m. local time. PFN shall provide to Customer at least three (3) business days prior notice of Preventative Maintenance via an email to Customer prearranged contract and note to Customer the Preventive Maintenance entails any Outage work.

10.B. Demand Maintenance: "Demand Maintenance" is work necessary to restore Service to one or more end-users of either party and/or maintenance work required when a deficiency or impairment (altogether "Failing") in the operation of the Service is found when performing Preventative Maintenance work. PFN may undertake Demand Maintenance immediately. PFN shall provide notice of Demand Maintenance to Customer as soon as is commercially practicable under the circumstances.

10.C. Emergency Maintenance or Repair: "Emergency Maintenance" shall mean repair work not reasonably anticipated but which requires immediate action to restore network connectivity or use or efforts to correct network conditions that are likely to cause an Interruption / Outage (an "Outage" is when the Service provided by PFN to the Customer becomes unavailable or Failing) and that require immediate action. Work to address an Emergency Maintenance situation may degrade the quality of or cause Interruptions / Outages in the services. PFN may undertake Emergency Maintenance at any time deemed necessary but shall make commercially reasonable efforts to perform such maintenance within the hours identified for Preventative Maintenance if possible. PFN shall provide notice of Emergency Maintenance to Customer as soon as is commercially practicable under the circumstances, but when reasonably possible, provide notice twenty-four (24) hours in advance. Whenever prior notice is given, Customer agrees to acknowledge notice of the emergency event in a reasonable period of time and in all events, Customer will take necessary steps to notify key personnel internally in order for PFN to correct or repair the affected area.

10.D. Notification: PFN will provide Customer with notice of Preventative Maintenance or as soon as possible in the case of Emergency or Demand Maintenance to the following by means of electronic mail notification to:

Customer: Clinton County Central Dispatch

Contact Name: \customtext1 {"label": "Contact Name", "textsize": "small"}\

Email Address: \customtext1 {"label": "Email Address", "textsize": "small"}\

Phone Number: \customtext1 {"label": "Phone Number", "textsize": "small"}\

10.E. PFN Availability: PFN shall maintain and staff a free telephone number twenty-four (24) hours a day, seven (7) days a week including holidays that Customer may call to report an Interruption / Outage to the PFN. Maintenance personnel will be available twenty-four (24) hours a day, seven (7) days a week.

10.F. Interruption / Outage Communications: PFN shall use commercially reasonable efforts to resolve an Interruption / Outage and restore Services within four (4) hours. If the Services are not restored within two (2) hours, the PFN will thereafter provide Customer's prearranged contact an hourly report of progress or lack thereof. Once the PFN has restored the Service it will notify the

Customer via an email that the Services have been restored. A Service Interruption is deemed to begin when the Customer files a trouble report with PFN. The Interruption / Outage ends when the Service has been restored.

11. INTERRUPTION / OUTAGE OF TRANSMISSION:

11.A. In the event of an interruption in the transmission capacity provided by PFN under this Agreement, Customer shall be entitled to a credit for the PFN provided portion of the effected circuit in an amount equivalent to the proportionate monthly charge as provided in (B or C) below, subject to the provisions of (D) below. For the purpose of this paragraph, interruption is defined as any loss of transmission of more than thirty (30) minutes in duration on non-route redundant capacity, or ten (10) minutes on route redundant capacity, except that this will not count as an interruption for the purpose of this paragraph any interruption that arises from or is due to: 1) the fault or negligence of Customer; or 2) the failure of any interconnecting Local Exchange Carrier (LEC) facilities or other equipment not part of the PFN facilities and not within PFN control; or 3) any planned interruption agreed to in advance by Customer. All service outage credits are calculated from the time of Customer notification of outage condition to PFN to the time of restoral.

11.B. Credit for non-route redundant or hybrid (partially route redundant) service interruption shall be as follows: when an interruption occurs for a period of thirty (30) minutes or more, a credit will be allowed on the basis of thirty (30) minutes for each thirty (30) minutes or fraction thereof of interruption. Two or more interruptions occurring during any period of thirty (30) consecutive minutes shall be considered as one interruption.

Network Interruption Credit Allowance

Service Unavailability

30 Min – 6 hours	10% of monthly recurring charge for affected circuit
6 hours – 8 hours	20% of monthly recurring charge for affected circuit
8 hours – 12 hours	30% of monthly recurring charge for affected circuit
12 hours – 24 hours	50% of monthly recurring charge for affected circuit
24 hours or more	100% of monthly recurring charge for affected circuit

11.C. Credit for interruption in route redundant services shall be as follows: When an interruption occurs for a period of ten (10) minutes or more, a credit will be allowed for the PFN provided portion of the affected circuit. Where applicable, the credit will be given to Customer on the next invoice after the Customer request. Interruptions shall be measured from 1) the time Customer notifies PFN that an interruption has occurred to 2) the time of the restoration. The service interruption shall be verifiable, limited to that caused directly by the PFN owned/operated network, between PFN's point of presence and the Customer's point of presence and only applicable to services on route redundant systems. In the event of multiple service interruptions in any given month (calendar month), total monthly credit to Customer shall not exceed 100% of the monthly recurring charges for the applicable, affected digital capacities.

Network Interruption Credit Allowance

Service Unavailability

10 Min – 1 hours	10% of monthly recurring charge for affected circuit
1 hours – 3 hours	20% of monthly recurring charge for affected circuit
3 hours – 6 hours	30% of monthly recurring charge for affected circuit
6 hours – 12 hours	50% of monthly recurring charge for affected circuit
12 hours or more	100% of monthly recurring charge for affected circuit

11.D. Notwithstanding the provisions of (A), (B), and (C) above, PFN shall use its reasonable efforts to promptly restore transmission capacity to Customer or provide alternate transmission capacity or facilities within 30 days after such an interruption has occurred. If PFN is unable to restore transmission capacity or provide alternate transmission capacity within thirty (30) days of the service interruption, Customer shall have the right to terminate this Agreement.

11.E PFN shall not be liable for incidental, consequential or indirect damages arising out of or in connection with the services provided under this Agreement.

11.F. Five (5) or more service affecting interruptions within any 30 day period will be deemed Chronic Trouble. Should Chronic Trouble occur on any ordered service during the term of this agreement, and such trouble remains unresolved by PFN for a period of 30 days after the fifth service affecting interruption, Customer will have the right to cancel the affected circuit with no further obligation.

12. **CONTINUATION / RENEWAL OF SERVICE:** Following the expiration of the Term contained in the Service Order, the Agreement shall continue / renew for successive one (1) year periods (“Renewal Term”) , upon the same rates, terms and conditions specified herein, unless terminated by PFN or Customer upon written notice to be delivered at least ninety (90) days before the end of the Term in the Service Order or the Renewal Term.
13. **FORCE MAJEURE:** Any other term or provision in this Agreement to the contrary notwithstanding, PFN shall not be liable to Customer or any other person, firm, or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of PFN. Such causes include, without limitation, acts of God, fire, explosion, vandalism, cable cuts (Force Majeure cable cuts are those that are caused by third parties, but specifically exclude cable cuts caused by PFN or contractors or anyone else under PFN’s control or supervision) storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governments or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one (1) or more of said governments) or of any civil or military authority, national emergencies, insurrections, riots, war, act of terrorism, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays. If PFN's failure of performance by reason of any cause beyond its reasonable control shall be for ten (10) days or less then this Agreement shall remain in effect. If such failure of performance occurs for

more than ten (10) days, then this Agreement may be cancelled by either party without any liability whatsoever.

14. GENERAL LIMITATION OF LIABILITY:

14.A. Service Interruption / Outage Liability: In the event that Service is interrupted for any reason whatsoever, PFN shall not be liable for any damages suffered by Customer. That is, PFN shall not be liable for any direct, indirect, exemplary, incidental, consequential, special, actual, punitive or damages of any other type, or for any lost revenues or profits of any kind or nature whatsoever, regardless of foreseeability and even if PFN has been advised of the possibility of such damages. PFN's sole obligation in the event of a Service Interruption / Outage, for whatever reason, is to use its best efforts to resume the Service Credit will be calculated per Section 11.

14.B. General Liability: Except for losses or damages to third parties arising out of any obligation of 15. Indemnity or 16. Confidentiality hereunder, in no event will either party have any liability whatsoever to the other party for any indirect, direct, actual, special, exemplary, consequential, incidental or punitive damages, including loss of anticipated profits or revenue or of profits or revenue in connection with or arising from anything said, omitted or done under this Agreement or any Service Order or any other attachment hereunder, regardless of foreseeability and even if the other party has been advised of the possibility of such damages. The only exception to a party's limitation of liability under this Agreement shall be in the case where a party, its agents or employees, engage in a criminal act, gross negligence or willful and wanton misconduct.

14.C. Liability Limitation: To the extent either party has any liability not excluded under 14.A. or 14.B, such party shall not be liable, on an aggregate basis, for more than the amount of all Services contracted for by Customer during the period in which this Agreement is in effect.

15. INDEMNITY:

15.A. Indemnity. Each party shall indemnify, defend and hold the other party, its Affiliates and their respective officers, directors, agents and employees harmless against any claims, of third parties for personal injury, including death, and for damage to tangible real and personal property (including attorneys' fees and expenses) to the extent caused by the indemnifying party's negligent act, error or omission or failure to comply with applicable law.

15.B. Indemnification Procedures. Promptly after receipt by an indemnified party of a notice of any third-party claim or the commencement of any action, such indemnified party shall:

15.B.1 notify the indemnifying party in writing of any such claim.

15.B.2 provide the indemnifying party with reasonable assistance to settle or defend such claim, at the other party's own expense; and

15.B.3 grant to the indemnifying party the right to control the defense and/or settlement of such claim, at the indemnifying party's own expense.

15.C. The failure to so notify, provide assistance and grant authority and control shall relieve the indemnifying party of its obligation to the indemnified party only to the extent that the

indemnifying party is prejudiced thereby.

15.D. The indemnifying party shall not, without the indemnified party's consent (such consent not to be unreasonably withheld or delayed), agree to any settlement which:

15.D.1 makes any admission on behalf of the indemnified party; or

15.D.2 consents to any injunction against the indemnified party (except an injunction relating solely to the indemnified party's continued use of any infringing Service).

15.E. The indemnified party shall have the right, at its expense, to participate in any legal proceeding to contest and defend a claim and to be represented by legal counsel of its choosing but shall have no right to settle a claim without the indemnifying party's written consent.

16. INSURANCE:

16.A. PFN agrees to maintain insurance policies of the type and including coverage limits provided hereinafter:

commercial general liability with bodily injury and property damage, such insurance shall provide for contractual liability and completed operations coverage.	\$1,000,000 per occurrence \$1,000,000 aggregate
Excess / Umbrella Liability	\$2,000,000 aggregate
Automobile liability	\$1,000,000
Employer's liability	\$1,000,000
Workers' compensation:	Statutory limits, in accordance with the laws of the States wherein operations under this Agreement will take place.

16.B. Customer agrees to maintain insurance on the premises where PFN service is installed that is of the type and coverage limits that are reasonable and standard for their type of business or industry.

17. COMPLIANCE WITH THE LAW:

17.A. Each party represents and warrants that its provision or use of the Services shall comply with all applicable laws. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations or otherwise affects the rights or obligations of either party that are addressed by this Agreement, upon the written request of either party the parties shall have sixty (60) days from written notice to negotiate in good faith between the parties in such a way as the parties mutually agree is consistent with the form, intent and purpose of this Agreement and is necessary to comply with the Regulatory Requirement and arrive at an agreement on the appropriate conforming modifications to the Agreement.

17.B. If the parties cannot agree to modifications necessary to comply with a state or federal regulatory or legislative body or court requirement within the sixty (60) days after the written notice

from a party, then either party may terminate this Agreement or any Service Order impacted by the requirement effective as of the date of notice by providing written notice to the other party.

18. CANCELLATION:

18.A. If this Agreement is cancelled by Customer due to reasons other than material breach of this Agreement by PFN, the Customer shall immediately pay PFN all charges then due plus a cancellation charge. (a) If such cancellation occurs in the first year of the Term, then the cancellation charge shall be the full amount of the remaining monthly charges for Service due for the first year plus seventy five percent (75%) of the remaining monthly charges for Service due during the remainder of the Term: (b) If such cancellation occurs after the first year of the Term, then the cancellation charges shall be sixty percent (60%) of the remaining monthly charges for the Interexchange Service due during the remainder of the Term. (c) In either event the cancellation charge shall also include an amount equal to any termination charges, expenses, fees, or penalties incurred by PFN because of the cancellation of the Local Access described in the Service Order.

18.B. PFN may terminate this Agreement without any liability to Customer if it is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by any third party, including order of a court of competent jurisdiction, the Federal Communications Commission, or other local, state, or federal government authority.

18.C. Both parties acknowledge and agree that any Termination Liability pertaining to 18.B above, is a liquidated damage, and that the Termination Liability is not a penalty or punitive in nature.

19. DEFAULT:

19.A. Should a party be in default under this Agreement and/or applicable attachment, the non-defaulting party may terminate each Service affected by such default after the notice periods provided for in this Section. PFN or Customer, as the case may be, shall be in default of this Agreement if any of the following conditions occur:

19.A.1 For default by PFN in providing the Services, the provisions for the Service as set forth in Service attachment and in Section 11. Interruption / Outage of Transmission shall control initially and after the Interruption / Outage reaches the limits set forth in Section 11.D. Customer may give notice of default to PFN, and if Services are not restored within 48 hours of notice, Customer may terminate the effected Service Order or portion thereof.

19.A.2 A party breaches any other material obligation, covenant, or term hereunder and fails to cure the breach within thirty (30) days of receipt of notice from the non-breaching party.

19.A.3 Notwithstanding Section 19.A.1 above, if Customer fails to pay for any undisputed amount of an invoice in accordance with the terms of payment of this Agreement and has not paid such amounts within thirty (30) days of receipt of a notice of breach from PFN.

20. ADDITIONAL PROVISIONS:

20.A. Waiver: The failure of either party to give notice of default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or conditions of this Agreement or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Agreement and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

20.B. No Partnership of Joint Venture: The provision of the Service will not create a partnership or joint venture between the two (2) parties nor result in a joint communications service offering to the customer of either PFN or the Customer.

20.C. Breach: In the event suit is brought or an attorney is retained by a party to enforce the terms of this Agreement or for PFN to collect any amount due hereunder or for a party to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, costs of investigation and other related expenses incurred in connection herewith.

20.D. No Unlawful Purpose: The Service provided by PFN is subject to the condition that it will not be used for any unlawful purpose.

20.E. Effective Only When Done in Writing: No subsequent agreement between Customer and PFN concerning the Service shall be effective or binding unless it is made in writing by authorized representatives of the parties hereto and no representation, promise, inducement, or statement of intention has been made by either party which is not embodied herein.

20.F. Assignment: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, that neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party (consent will not to be unreasonably withheld or delayed). A party may assign or otherwise transfer any of its rights or obligations under this Agreement to an Affiliate or to any entity which acquires substantially all of the stock or assets of a party without the prior consent of the other party.

20.G. Entire Understanding: This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings relating to the subject matter hereof.

20.H. Severability: If any part of any provision of this Agreement or any other agreement document or writing pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity

only, without in any way affecting the remaining parts of said provision or the remaining provision of this Agreement, and the parties hereby agree to negotiate with respect to any such invalid or unenforceable part to the extent necessary to render such part valid and enforceable.

20.I. Headings: Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

20.J. Attachments: Additional terms are set forth in the Service Order/s and Order Form that are attached or can be attached later.

20.K. Publicity: Neither party shall produce, publish, or distribute any press release, advertising, or other publicity referring to the other party or its Affiliates or to this Agreement, without the prior written approval of the other party. Provider shall not post signs at any site at where services are being installed or serviced, except as required by law.

21. **CONFIDENTIALITY:** This Agreement, the terms of all transactions conducted under the Agreement, and information communicated between the parties related to the Agreement and said transactions, as well as any other confidential information relating to Customer's business or customers which is so designated by Customer, or which by its nature would be reasonably understood to be confidential, are proprietary ("Confidential Information") and shall not be divulged to any third parties. Notwithstanding the foregoing, a party in receipt of Confidential Information may disclose Confidential Information to its employees, officers, directors, contractors, attorneys, accountants, and agents to the extent such persons need-to-know the Confidential Information and such recipients are bound by substantially similar confidentiality obligations. Both parties acknowledge and agree that improper disclosure of Confidential Information will cause irreparable harm and injury to the non-disclosing party, and that in addition to any other remedies, the non-disclosing party shall be entitled to an injunction. Notwithstanding the foregoing, neither party shall be liable for disclosing Confidential Information that is otherwise available to the general public, is disclosed after receipt of the same from a third party that does not owe a confidentiality obligation to the non-disclosing party or **is required by law to be disclosed**, provided however, that the disclosing party promptly notices the non-disclosing party to allow for the non-disclosing party an opportunity to seek a protective order or injunction. Customer understands and agrees that the charges described herein are confidential and proprietary to PFN.

22. **NOTICE:**

22.A. Notices under this Agreement shall be in writing and delivered to the persons whose names and business addresses appear below or as otherwise provided for by proper notice hereunder and the effective date of any notice under this Agreement shall be the date of delivery of such notice, not the date of mailing.

22.B. Written notices required or permitted under this Agreement must be sent by certified United States mail (return receipt requested), by guaranteed overnight delivery, by courier, or by confirmed e-mail transmission addressed to the respective party as follows:

To PFN: Jim Bednarek
Peninsula Fiber Network
1901 West Ridge Street Suite 2
Marquette, MI 49855
Email: jbednarek@pfnlc.net
Fax: 906 226 7102

To Customer: Clinton County Central Dispatch

With a copy to: \customtext1 {"label": "Optional – Copy To","textsize": "small"}\

22.C. A party may change its designated representative or address by giving notice to the other as provided above.

23. **GOVERNING LAW:** This Agreement shall be interpreted in accordance with the substantive and procedural laws of the place where the Services are rendered.

24. **ADDITIONAL TERMS:** Additional terms may be included on an attached Term Sheet and Addendum, which terms are incorporated herein by this reference.

25. IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Clinton County Central Dispatch
LLC

Peninsula Fiber Network,

Signature: \signature1 {"size": "x-large"}\

Signature:

Name: \fullname1\

Name: James Bednarek

Title: \title1\

Title: Controller

Date: \date1\

Date:

SIGNATURE PAGE TO MASTER SERVICE AGREEMENT BETWEEN
PENINSULA FIBER NETWORK, LLC AND Clinton County Central Dispatch RELATED
TO PURCHASE OF TELECOMMUNICATION SERVICES ON \date1 {"textsize":
"small"}\

Your Entire Network Made Mobile **WITH THE FLIP OF A SWITCH**

The portable Plum Case® provides high-speed internet and voice communications to a large number of people in almost any location.



IN A NUTSHELL

- » Provides high-speed internet and voice communications to **any WiFi enabled device**
- » Supports **up to 100 active users**, depending on the model
- » Can be used in **almost any location**, because the highly-sensitive antennas can receive cellular signal from extreme distances
- » Extremely easy to use, **no training needed**
- » **Protects sensitive data** using the most secure platform found in any mobile connectivity device
- » Housed in a ruggedized case and is **completely portable**
- » Has **11 approved patents**, with more pending

The Gold Standard of PORTABLE, SECURE, RELIABLE CONNECTIVITY



1 VIRTUALLY UNBREAKABLE with Military Grade Pelican Case

- Each Pelican case is ruggedized, waterproof, dust-proof, crushproof, and impact resistant
- Comes with conditional lifetime guarantee
- Latching system can be padlocked

2 CONNECT ANYWHERE with Patented Antenna Technology

- Receives signal from extreme distances
- Works in very remote locations
- Molecularly bonded to the case to prevent breakage

3 POWER FOR DAYS with Proprietary Plum Power Bank™

- A scalable power pack that can hold one to four 99.6 Wh battery packs
- Flexible charging from a range of sources
- Capable of providing power for days (up to 72 hrs.) or powering up to four PoE ports
- Accurate forecasting of remaining power (both current and peak)
- Single-button operation with external power indicator

4 HIGH-SPEED INTERNET with Cradlepoint Gateway

- Uses innovative MU-MIMO for extremely fast internet unaffected by the number of simultaneous users
- Can be used with any cellular provider, even internationally
- Multiple cellular carriers can be used at the same time for load balancing and increased coverage area

PLUM POWER BANK POWER YOU CAN DEPEND ON



SCALABLE

- A scalable power bank can hold one to four 99.6 Wh batteries.
- Capable of providing power for 18 to 72 hours depending on usage



POWERFUL

- Excellent power to weight ratio
- Ability to have uninterrupted power (UPS)
- Limited charge loss during storage



SMART

- Single-button operation with external power indicator (no need to open the Plum Case to operate)
- Accurate forecasting of remaining power (both current and peak)
- Multiple charging options with the universal charging port



In situations where down communication is a risk to life or livelihood, you need to trust your equipment to work. The new Plum Power Bank increases the utility and dependability of the class-leading Plum Case product line by introducing a scalable, powerful, and smart power system for power you can depend on.

EASY TRANSPORTATION

Plum Cases equipped with the Plum Power Bank are air travel compliant, transportation details available at <https://plumcases.com/support/instructions>



The Market Standard in Community Safety & Incident Response

In a world of unknowns, Rave's critical communication and collaboration platform helps prepare for and respond to any type of event.

With the addition of AppArmor custom branded safety apps, Rave now offers the most comprehensive solution for community communication and incident response.

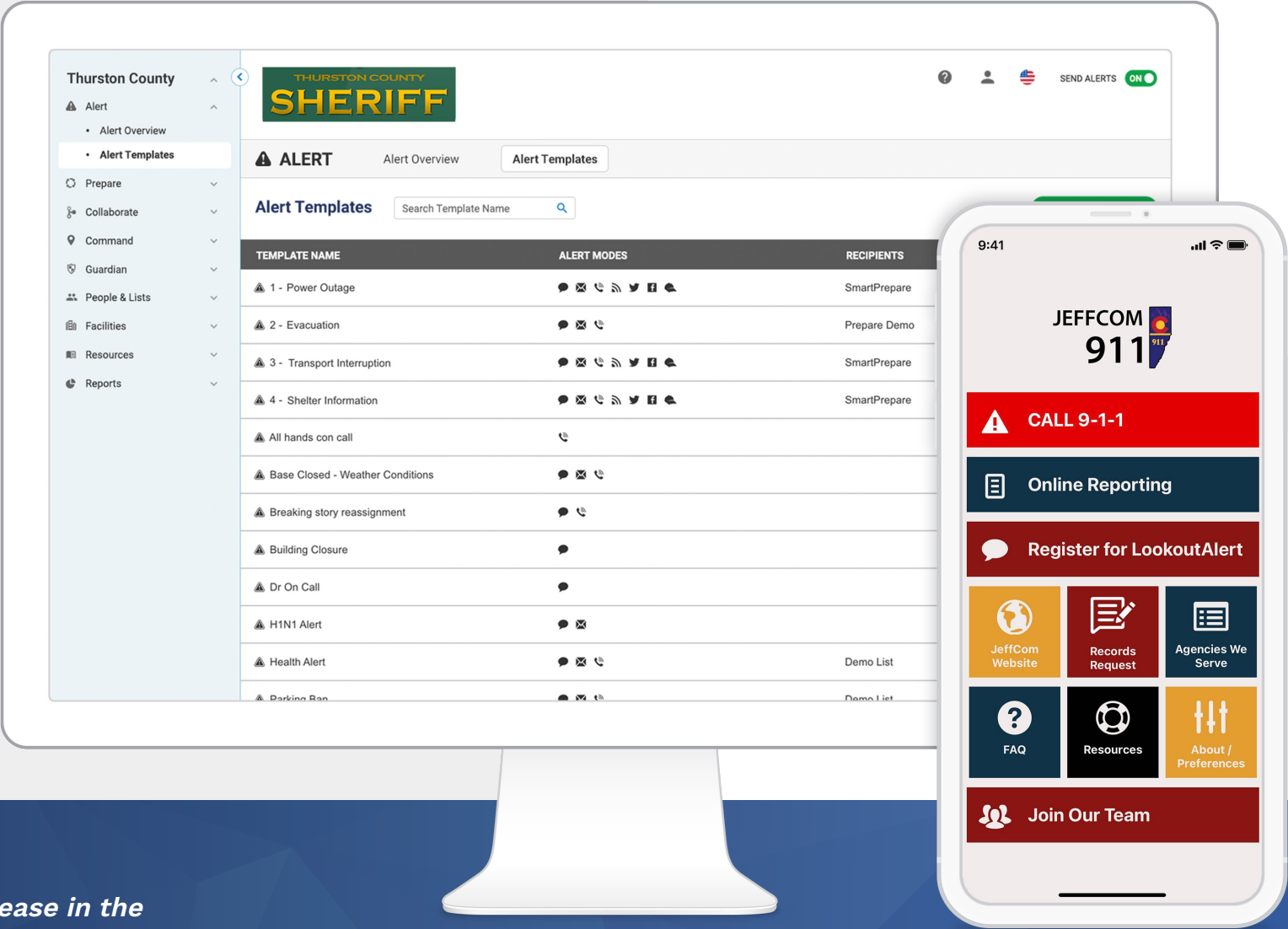
The new Rave Platform provides the ability to send mass notifications and/or targeted messages to connect and inform your community or agency with critical information at critical times. With prebuilt templates, a mobile friendly interface and multilingual capabilities, Rave is easy to use, easy to deploy and guaranteed to perform when seconds count.

With the addition of AppArmor's mobile safety app, your state, city or town will receive an entirely customizable and branded experience, filled with proactive and reactive safety features, getting you 50 to 100 times more downloads than other vendor branded apps in the market.

DELIVER CRITICAL COMMUNICATIONS

Rave is the leading FedRAMP-authorized mass notification system that enables you to quickly and reliably send messages, including desktop notifications, in just three clicks.

- ✓ **Unmatched Reliability:** Backed by public safety grade infrastructure, Rave Alert sends over 2 billion notifications annually and has best-in-class capacity for SMS messages.
- ✓ **Easy-to-Use Interface:** Notify your community from anywhere. Send out multimodal messages simultaneously from a single launch point.
- ✓ **Scalable Communication:** Send unlimited messages in 60+ languages to reach your entire population. Set up role-based access for your administrators.
- ✓ **Automatic Updates:** Syncs automatically to your current database of record and performs ongoing proactive checks so you'll always send the right message to the right people at the right time.
- ✓ **Robust Reporting:** Administrators can view real-time updates about the success of their alerts, as well as confirm notification delivery.



PROTECT & ENGAGE YOUR COMMUNITY

Millions of people trust AppArmor to help keep them and their people safe and informed in a crisis.

- ✓ **Reduce Non-Emergency 911 Calls:** Leverage community resources to help your citizens get the help they need. Use the app to expedite help in emergencies, and guide to other services for non emergencies.
- ✓ **Unlimited Push Notifications:** Mass notification system with delivery times of 1-5 seconds. Can be segmented into channels. Notifies even when app is not running.
- ✓ **Custom Branding:** custom branded app and web portal to match your community's visual identity
- ✓ **Reporting Capabilities:** Provide residents with a mobile and website anonymous reporting platform so that they can relay important information to your team in real-time.
- ✓ **Content Management:** Ability to dynamically add and remove content such as emergency plans, important phone numbers, interactive maps, and other resources in real-time.

“
Since the launch we have seen an increase in the public’s ability to ‘self solve’. [Rave] continues to evolve with new uses and tools to allow our citizens and visitors to prepare for any emergency situation.”



KEENAN CAMPBELL
BUREAU COUNTY EMA (ILLINOIS)





MONTHLY REPORT

PUBLIC SAFETY COMMITTEE

October

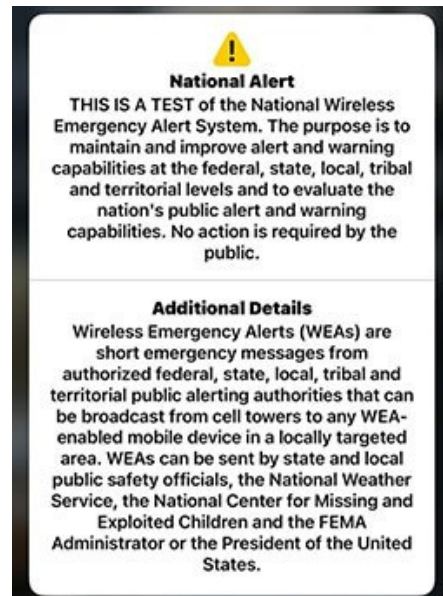


Michigan Advanced Alert & Warning Workshop

Ryan Wilkinson, Eaton County Emergency Manager, assisted in the facilitation of the Michigan Advanced Alert and Warning Workshop on October 2, 2023. Ingham County Emergency Operations Center (EOC). Ella Gardner, Eaton County Emergency Management Specialist, and several other emergency managers from around the state were able to attend.

Integrated Public Alert and Warning System (IPAWS) National Test a Success

FEMA, in coordination with the Federal Communications Commission (FCC), sent the test nationwide via Wireless Emergency Alerts (WEA) to mobile phones and via the Emergency Alert System (EAS) to radio and TV stations and cable TV, at approximately 2:20 p.m. ET on Oct. 4. FEMA is conducting a survey to help capture data about the geographic reach of the WEA test. The results will help FEMA, the FCC and public safety officials to enhance and expand WEA further.



Michigan Emergency Management Association (MEMA) Conference



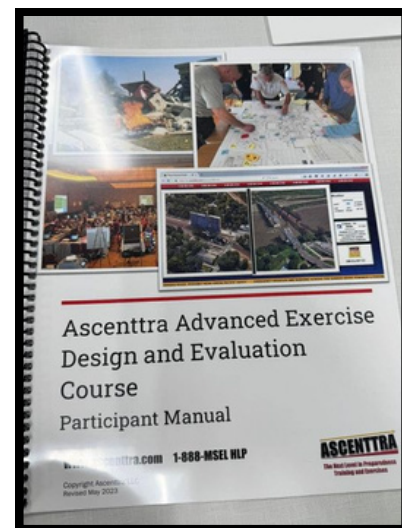
Ryan Wilkinson facilitated the Solution Room session at the Michigan Emergency Management Association (MEMA) Conference)

Solution Room offers an opportunity for critical thinking, creative problem-solving, and peer advice. Participants document some sort of challenge within their day-to-day work or agency overall. They then move one seat to the left and for 5 minutes, engage in critical thinking and creative problem-solving in order to offer peer advice to their colleagues. They repeat this until everyone has had a chance to provide input to everyone's challenges at their table. At the end, there is a free-for-all, allowing for further engagement and networking from different levels of experience and perspectives.

Ingham County and Eaton County Jointly Host Advanced Exercise Design and Evaluation Course

Ryan Wilkinson, Ella Gardner, and 911 Director Kelley Cunningham attended the Advanced Exercise Design and Evaluation course. Hosting this course was grant funded by the Homeland Security Grant Program and coordinated by Eaton County Emergency Management and Ingham County Emergency Management.

Course delivery was through Ascenttra. Ascenttra is one of the most experienced exercise design firms in the United States. The exercises range from a single agency to our nation's largest national level exercises. Ascenttra manages the design, develops, conducts, and evaluates small and large-scale exercises of all seven Homeland Security Exercise and Evaluation Program exercise types and is an expert in multi-jurisdictional, multi-discipline, multi-agency exercises.

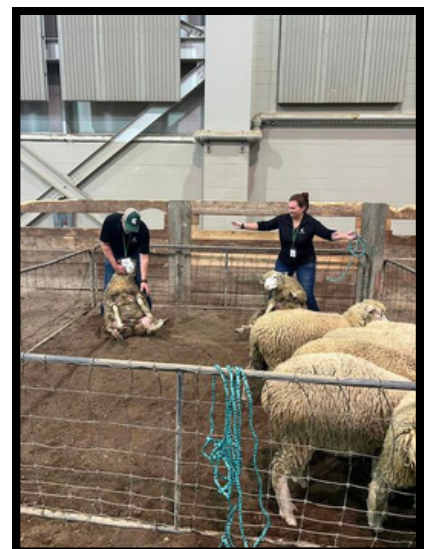


2023 Michigan Cyber Summit

Eaton County representatives from Emergency Management, Technology Services, and the Board of Commissioners attended the 2023 Michigan Cyber Summit in Novi. Costs for attendance were paid using funding from the Homeland Security Grant Program.

Emergency Response to Accidents Involving Livestock (ERAIL) Training

Eaton County personnel attended ERAIL training provided by Michigan State University (MSU) Extension. MSU Extension provides several tools and resources to help animal control officers and first responders develop their skills in working with large animals in the event of an accident involving livestock.





Eaton County has been selected to receive technical assistance from the Improving Community Preparedness Training and Technical Assistance (ICP TTA) Program for the development of a Criminal Mass Violence/Domestic Terrorism Annex to our Emergency Operations Plan with a focus on victim care.

The mission of ICP TTA is to ensure local, state, regional, and tribal jurisdictions across the country are better prepared to respond to the needs of victims following incidents of criminal mass violence and domestic terrorism (CMV/DT).

They do this by:

- Promoting protocols and strategies that address the immediate and long-term needs of victims, families, and first responders
- Providing individualized training and technical assistance
- Augmenting existing emergency response plans

We will be coordinating with the ICP TTA technical assistance staff and many different partners over the next few months to look at considerations and answer questions according to 16 established best practices.

There is no cost to receive the technical assistance. The ICP TTA program itself is funded through the Office for Victims of Crime (OVC), one of six Program Offices within the Office of Justice Programs at the U.S. Department of Justice.

August 24th Storm Update



Michigan has filed for a Presidential Disaster Declaration with FEMA for individual assistance, public assistance, and hazard mitigation due to the August 24th severe storms. The request includes 9 counties. It is anticipated that it will be some time before we receive any updates regarding approval or denial. FEMA is currently supporting around 80 disasters throughout the states, tribal nations, and territories with another 10 requests in process.

We will ensure timely updates as information becomes accessible.



EATON COUNTY COMMUNITY CORRECTIONS

1045 Independence Blvd.
Charlotte, MI 48813

Phone:
(517) 543-2999

Fax:
(517) 543-6364

Advisory Board

Hon. Janice K. Cunningham
Chairperson

Hon. Julie A. O'Neill
Vice-Chairperson

Hon. Thomas Byerley

Sheriff Tom Reich

Prosecutor Doug Lloyd

Steve Siegrist

Jim Mott, Chairperson, Eaton
County Board of
Commissioners

John Boles

Chief of Police Paul Brentar

Clint Auer

Colette Scrimger

Brenda Rayle

Alicia Wesolek

Calley Green

Coordinator

Melanie Achenbach

Case Managers

Christy Richards

Peter Klein

Tyler Willison

Administrative Assistant

Rachelle Rasmussen

October 27, 2023

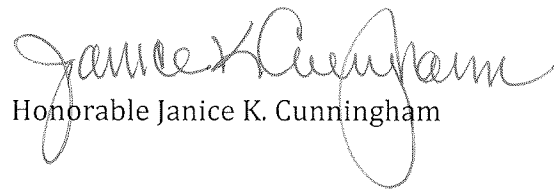
To the Eaton County Public Safety Committee:

On April 19, 2023, The Eaton County Board of Commissioners passed a resolution (23-4-30) allowing the Eaton County Community Corrections Advisory Board to apply for up to \$400,000 in grant funding under the Community Corrections Act, 1988, P.A. 511. The increase to the requested funding was to support the addition of a full-time Pretrial Services Specialist and pretrial professional services for assessment and oversight of participants. The grant award in the amount of \$197,000 provided partial funding for the position request.

A full-time Pretrial Services Specialist would conduct risk assessments on individuals charged with crimes in Eaton County. The risk assessment is an evidence-based tool that will provide the Court with much needed information to assist in making a decision regarding pretrial release/custody status. Some individuals charged with a crime will require pretrial supervision services to lower the risk of failure to appear for future court dates as well as risk posed to public safety while on pretrial status. The Pretrial Services Specialist would also engage in supervision appointments with individuals, including providing court date reminders and referrals to community-based services if needed.

On October 25, 2023, the Eaton County Community Corrections Advisory Board moved to request the addition of a full-time Pretrial Services Specialist with 70% funding through the Community Corrections Grant award and 30% County General Fund to the Eaton County Board of Commissioners.

On behalf of the Eaton County Community Corrections Advisory Board,



Honorable Janice K. Cunningham

November 2, 2023

PUBLIC SAFETY COMMITTEE APPOINTMENTS

Community Corrections Advisory Board

Tim Havis – Public Defender