

EATON COUNTY BOARD OF COMMISSIONERS

PUBLIC SAFETY COMMITTEE

MINUTES OF JANUARY 9, 2014

PRESENT: Chairperson Commissioner Jeremy Whittum, Vice Chairperson Commissioner Mike Hosey, Commissioner Roger Harris, Commissioner Howard Spence, Commissioner Jim Osieczonok

ABSENT: Commissioner Dale Barr

ALSO PRESENT: Controller John Fuentes, Board Chairperson Blake Mulder, Sheriff Tom Reich, Undersheriff Jeff Cook, Dispatch Director April Heinze, Assistant Director John Imeson, Director John Greenslit, Captain Teresa Catey, Sgt. Aaron Brown, Sgt. Jim West, Helen Schneider, Theresa O'Dell

The meeting was called to order at 4:05 p.m. by Chairperson Whittum.

Pledge of Allegiance.

Commissioner Hosey made a motion to accept the minutes of the December 5, 2013 meeting. Commissioner Harris seconded the motion.

Motion carried.

PUBLIC COMMENT

None

SHERIFF'S OFFICE UPDATES

BARRY COUNTY MUTUAL AID AGREEMENT-The proposed Memo of Understanding was reviewed by the County Attorney and changes were made to the language proposed by Barry County Sheriff Dar Leif. Discussion held.

A motion to table the adoption of this Memo of Understanding was made by Commissioner Hosey until Sheriff Leif has reviewed the proposed language changes. Commissioner Harris seconded the motion.

Motion Carried.

REIMBURSEMENT REPORT/BOARDING UPDATE/COURT SECURITY REPORT

Controller Fuentes reviewed the Boarding Report with the Committee. There have been no significant changes in the number of inmates being housed for other agencies to date. This report will continue to be monitored. The individual collections are consistent with the adopted budgets. Controller Fuentes reviewed the Jail Count Summary and noted that the jail is at 69% capacity. There was a decrease in intakes from MDOC at the end of December, 2013.

Reports for the Court Security Screening were given for the end of the year and end of the month.

JAIL SECURITY SYSTEM UPDATE

Captain Catey advised that more vendors have been contacted and due to the weather disruptions the walk through were being scheduled for January, 2014. She reported that there are approximately seven vendors participating in the walk-through. Progress in defining the project scope continues as the department reviews its needs.

CENTRAL DISPATCH UPDATE

Director Heinze advised that Senate Bill 636 which gives telephone companies the right to terminate landline services if another service or wireless company is available is moving quickly through the legislature. Discussion held on the negative impact this legislation would have on citizens in rural Eaton County areas that are without adequate wireless service.

A motion was made by Commissioner Hosey to have a letter drafted immediately to the Governor, State Senator and State Representative on the concerns of the Eaton County Board of Commissioners regarding this bill. Motion seconded by Commissioner Harris.

Motion carried.

INTERGOVERNMENTAL AGREEMENT

Director Heinze explained the basis of the Agreement which covers the fiber lines that link Clinton and Eaton County with Ingham County. Based on changes in the CEIL project these fiber links with Ingham will be terminated and established directly between Clinton and Eaton Counties. The agreement addresses the allocation of costs of the connections between the two counties.

A motion to recommend to the Board of Commissioner the acceptance of the Intergovernmental Agreement was made by Commissioner Osieczonek. Motion seconded by Commissioner Hosey. Motion Carried.

MISCELLANEOUS

Parks Director John Greenslit provided the Committee with a preliminary estimate for basic surveillance equipment for Fitzgerald Park at the request of Committee Chair Whittum. Discussion held on the vandalism at Eaton County Parks.

RESOLUTION TO APPROVE HAZAROUS MATERIAL EMERGENCY PREPAREDNESS GRANT APPLICATION

Resolution at the request of the Local Emergency Planning Committee regarding the grant application for funding of the completion of Superfund Amendments and Reauthorization Act Title III, Section 302, off site response plans and support of the ongoing operation of the LEPC with a 25% in kind match.

Motion to recommend this resolution to the Board of Commissioners was made by Commissioner Harris and seconded by Commissioner Hosey.

Motion Carried.

Discussion held on the power outage caused by the ice storm and the recent heavy snowfall.

Sheriff Reich updated the Committee on Tri County Metro. At the request of the Committee Lt. Tim Gill will be invited to the next Public Safety Meeting.

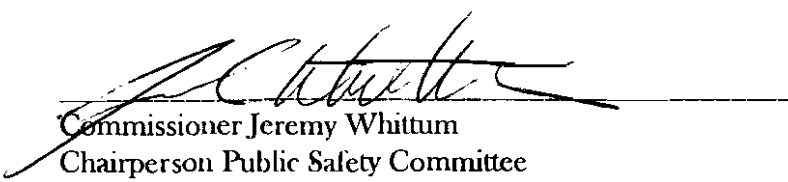
SHERIFF UPDATES

Undersheriff Cook updated the Committee on the recent cases that are under investigation.

PUBLIC COMMENT

Helen Schneider spoke on the need for regulations on senior rest homes to be equipped with generators.

Chairperson Whittum called for an adjournment at 5:25 p.m.



Commissioner Jeremy Whittum
Chairperson Public Safety Committee
Eaton County Board of Commissioners

/to'd



EATON COUNTY OFFICE OF THE SHERIFF

THOMAS L. REICH, SHERIFF

JEFFREY G. COOK, UNDERSHERIFF

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

December 10, 2013

Dar Leaf, Sheriff
Barry County Sheriff's Office
1212 W. State Street
Hastings, Michigan 49058

Dear Sheriff Leaf,

I have received your signed Memo of Understanding in regards to Law Enforcement assistance between the Barry County Sheriff's Office and the Eaton County Sheriff's Office. Our mutual desire to provide necessary assistance to each other is truly a benefit to the citizens we serve.

Our legal counsel for Eaton County reviewed this document and made some modifications, see #3 Liability. I believe it is important for both counties to incorporate this into our Memo of Understanding.

Sincerely,

Tom Reich, Sheriff
Eaton County Sheriff's Office

MEMO OF UNDERSTANDING
BETWEEN
EATON COUNTY SHERIFF'S OFFICE AND BARRY COUNTY SHERIFF'S OFFICE

This agreement is made the _____ day of _____, 20___, by and between the Eaton County Sheriff's Office, located at 1025 Independence Blvd, Charlotte, Michigan 48813 and the Barry County Sheriff's Office located at 1212 W. State St., Hastings, Michigan 49058.

Whereas, the parties to this Agreement may, pursuant to the provisions of Act 236 of the Public Acts of 1967, as amended, being MCL 123.811, et seq., MSA 5.332(1) et seq., enter into an Agreement whereby they may provide each other with law enforcement assistance, and

Whereas, certain circumstances may arise in which the parties desire law enforcement assistance from the other party, and

Whereas the parties are willing to provide each other with law enforcement assistance, subject to the terms and conditions herein.

Now therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. LAW ENFORMCENT ASSISTANCE:

- A. The Eaton County Sheriff or the Barry County Sheriff, or their designees, may request the other party to this Agreement to provide law enforcement assistance in the event of a natural or manmade disaster or to quell any civil disturbance.
- B. Assistance can be requested when it appears a disaster or civil disturbance incident or its aftermath may exceed eight (8) hours. The magnitude of the incident, weather conditions and other contributing factors should also be considered. The Sheriff's, or their designees, when in the preparation for demonstrations or their ability to safely control, contain and resolve criminal confrontations such as civil disobedience, barricaded subjects, hostage situations have stretched the resources of their agency in their respective jurisdictions, may also consider assistance.
- C. If the request for law enforcement assistance is made, the agency to which the request is made may provide or withdraw such assistance at the sole discretion of the Sheriff's or their designees.
- D. The Incident Commander shall be from the jurisdiction where the disaster or civil disturbance incident or the aftermath thereof is occurring. The Incident Commander retains full authority and control throughout the incident. The Incident Commander shall make decisions as to the resolution of the incident. All instructions, commands and order for the use of responding personnel and equipment shall be made on behalf of the requesting agency through the Incident Commander to the Commanding Officer of the responding agency whenever possible.

2. EQUIPMENT AND PERSONNEL EXPENSES

- A. No party to this Agreement shall be required to pay any compensation to any other party to the Agreement for services rendered hereunder, the mutual advantages and protections afforded by this Agreement being adequate compensation to all parties, except as otherwise provided in this agreement.
- B. The governmental unit regularly employing the law enforcement personnel who may be involved in providing emergency law enforcement assistance in accordance with this agreement shall be responsible for its own personnel costs, including worker's compensation and disability payments, as well as for costs associated with the transportation of personnel and equipment.
- C. All expenses for damages to police vehicles, other equipment, and clothing incurred by the responding agency, as well as the costs of supplies and materials expended during the direct provision of services under this agreement, shall be reimbursed by the requesting agency.

3. LIABILITY

- A. All liability to third parties caused by, or arising out of, the actions or failure to act on the part of the requesting agency, anyone directly or indirectly employed by requesting agency, including but not limited to acts or omissions of personnel of the responding agency which are specifically directed or ordered by the Commanding Officer of the requesting agency, shall be the responsibility of the requesting agency, provided that nothing herein shall be construed as a waiver of any governmental immunity by the requesting agency or its employees as provided by statute, common law or court decision.
- B. All liability to third parties caused by, or arising out of, the actions or failure to act on the part of the responding agency, anyone directly or indirectly employed by the responding agency, with the exception of acts or omissions of personnel of the responding agency which are specifically directed or ordered by the Commanding Officer of the requesting agency, shall be the responsibility of the responding agency, provided that nothing herein shall be construed as a waiver of any governmental immunity by the responding agency or its employees as provided by statute, common law or court decisions.

4. TERMINATION

This agreement may be terminated by either party to this agreement by providing the other party to this agreement with thirty (30) days prior written notice of termination.

5. NOTICES

Any notice required or permitted by the terms of this Agreement shall be deemed to have been properly and sufficiently made, given and served, when such notice is placed in a properly addressed and sealed envelope with postage prepaid and sent by certified or registered mail to the other party at the following addresses:

TO THE COUNTY OF EATON

1045 INDEPENDENCE BLVD.
CHARLOTTE, MI 48813

TO THE EATON COUNTY SHERIFF'S OFFICE

1025 INDEPENDENCE BLVD.
CHARLOTTE, MI 48813

TO THE COUNTY OF BARRY

220 W. STATE STREET
HASTINGS, MI 49058

TO THE BARRY COUNTY SHERIFF'S OFFICE 1212 W. STATE STREET
HASTINGS, MI 49058

All notices shall be deemed to have been made, given and served, when they are deposited in the United States mail. The parties may designate another address for notices by providing the other party with written notice of a change of address in the manner set forth above.

6. PRIOR NEGOTIATION AND AGREEMENT

The parties hereby rescind any reciprocal or mutual aid agreements between them relating to emergency law enforcement assistance. The Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and agreements between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, as authorized by the respecting governing bodies this ___ day of _____ 20__.

THE COUNTY OF BARRY:

BY: _____
Chairperson, Board of Commissioners
Barry County

DATE: _____

BY: _____
Dar Leaf, Sheriff
Barry County Sheriff's Office

DATE: _____

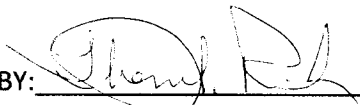
ATTEST: _____
Barry County Clerk

DATE: _____

THE COUNTY OF EATON

BY: _____
Chairperson, Board of Commissioners
Eaton County

DATE: _____

BY:  _____
Tom Reich, Sheriff
Eaton County Sheriff's Office

DATE: 12-13-13

ATTEST: _____
Eaton County Clerk

DATE: _____

JAIL MILLAGE FUND - BOARDING									
Fiscal Year 2013/2014									
DECEMBER 2013									
PAYEE	REVENUE ACCOUNT	CURRENT BUDGET	FISCAL Y-T-D COLLECTED	% OF BUDGET COLLECTED	ANNUALIZED PROJECTED COLLECTIONS	FISCAL YEAR PROJECTED VARIANCE	FISCAL Y-T-D BILLED	ANNUALIZED PROJECTED BILLINGS	Percent Collected vs Billed
Prisoner Boarding Fund	Housing Only								
JAIL REDUCTION & COMM. TREATMENT PROGRAM	Housing	\$0.00	\$870.00	%	\$3,480.00	\$3,480.00	\$1,957.50	\$7,830.00	44%
PAROLE VIOLATORS	MDOC HOUSING	\$305,000.00	\$0.00	0.0%	\$0.00	(\$305,000.00)	\$59,185.00	\$236,740.00	0%
DIVERTED FELONS	MDOC HOUSING	\$310,000.00	\$0.00	0.0%	\$0.00	(\$310,000.00)	\$28,105.00	\$112,420.00	0%
TOTAL BOARDING		\$615,000.00	\$870.00	0.1%	\$3,480.00	(\$611,520.00)	\$89,247.50	\$356,990.00	1%
GENERAL FUND - OTHER									
INDIVIDUALS	SENTENCED INMATES	CURRENT BUDGET	FISCAL Y-T-D COLLECTED	% OF BUDGET COLLECTED	ANNUALIZED PROJECTED COLLECTIONS	FISCAL YEAR PROJECTED VARIANCE	FISCAL Y-T-D BILLED	ANNUALIZED PROJECTED BILLINGS	Percent Collected vs Billed
	HOUSING	\$75,000.00	\$19,441.72	25.9%	\$77,766.88	\$2,766.88	\$268,704.00	\$1,074,816.00	7%
	OUIL IMPAIRED	\$25,000.00	\$5,210.00	20.8%	\$20,840.00	(\$4,160.00)	\$7,368.00	\$29,472.00	71%
	FALSE ALARMS	\$8,000.00	\$1,175.00	14.7%	\$4,700.00	(\$3,300.00)	\$1,405.00	\$5,620.00	84%
	ABAN. VEHICLES	\$8,200.00	\$3,681.25	44.9%	\$14,725.00	\$6,525.00	\$4,160.00	\$16,640.00	88%
	INMATE MEDICAL	\$10,000.00	\$651.03	6.5%	\$2,604.12	(\$7,395.88)	\$1,882.10	\$7,528.40	35%
TOTALS		\$126,200.00	\$30,159.00	23.9%	\$120,636.00	(\$5,564.00)	\$283,519.10	\$1,134,076.40	11%

JAIL COUNT SUMMARY

Dec-13

Day	Building Total	Eaton County Pop.	Female Inmates	Statewide	MDOC	Jackson	Housing Other	% of Capacity	% of Eaton County Pop
1	276	244	63	0	28	0	3	74%	65%
2	269	239	60	0	27	0	2	72%	64%
3	261	234	59	0	25	0	1	70%	63%
4	263	230	54	0	31	0	1	70%	62%
5	259	233	59	0	24	0	1	69%	62%
6	257	233	62	0	22	0	1	69%	62%
7	265	241	65	0	22	0	1	71%	65%
8	271	247	68	0	22	0	1	72%	66%
9	259	235	63	0	22	0	1	69%	63%
10	259	231	61	0	26	0	1	69%	62%
11	248	224	59	0	22	0	1	66%	60%
12	256	229	60	0	25	0	1	68%	61%
13	267	236	61	0	29	0	1	71%	63%
14	285	257	70	0	26	0	1	76%	69%
15	283	254	67	0	27	0	1	76%	68%
16	258	229	61	0	27	0	1	69%	61%
17	271	236	60	0	33	0	1	72%	63%
18	279	245	64	0	32	0	1	75%	66%
19	272	242	56	0	28	0	1	73%	65%
20	260	237	51	0	21	0	1	70%	63%
21	269	252	58	0	15	0	1	72%	67%
22	267	250	56	0	15	0	1	71%	67%
23	259	242	56	0	15	0	1	69%	65%
24	244	227	46	0	15	0	1	65%	61%
25	244	227	45	0	15	0	1	65%	61%
26	239	222	45	0	15	0	1	64%	59%
27	228	214	42	0	12	0	1	61%	57%
28	241	222	46	0	17	0	1	64%	59%
29	245	226	46	0	17	0	1	66%	61%
30	233	214	45	0	17	0	1	62%	57%
31	235	219	46	0	14	0	1	63%	59%

TOTAL			1754	0	686	0	34	69%	61%
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Bldg Total	8022
Avg/Day	259

Eaton Cty. Total	7061
Avg/Day	228

Housing Total	686
Avg/Day	22

Female Total	1754
Avg/Day	57

Court Security Screening Monthly Report 2013

	People Scanned	Guns Confiscated / Returned	Knives Confiscated / Returned	Chemical Agents	Other
January	14876	2	123	10	47
February	13638	0	78	10	46
March	20905	1	122	12	74
April	18334	0	120	11	34
May	16219	0	103	8	49
June	15654	0	96	9	39
July	15011	0	79	7	51
August	15816	0	106	7	44
September	15508	0	96	10	35
October	16802	0	86	12	45
November	13217	1	81	7	67
December	14196	1	80	9	34
Totals	190176	5	1170	112	565

December 2013
COURT SECURITY LOG

DAY	PEOPLE	PISTOLS	KNIVES	CHEM. AGTS.	OTHER
1					
2	838	0	6	0	2
3	747	0	2	0	4
4	841	0	0	0	3
5	927	0	3	1	0
6	855	0	6	0	1
7					
8					
9	775	0	7	1	2
10	564	0	3	0	1
11	700	0	1	0	0
12	993	0	7	0	2
13	634	0	2	0	3
14					
15					
16	607	0	8	0	3
17	754	0	0	2	1
18	825	0	3	1	3
19	1023	0	6	2	1
20	700	0	2	0	2
21					
22					
23	743	0	7	0	1
24					
25					
26	389	0	4	1	2
27	611	1	5	0	2
28					
29					
30	670	0	8	1	1
31					
TOTALS	14196	1	80	9	34

Weapon totals reflect refused/returned/confiscated

CLINTON COUNTY BOARD OF COMMISSIONERS

Chairperson
Robert Showers
Vice-Chairperson
David Pohl

Members
Jack Enderle
Eileen Heideman
Bruce DeLong
Kam Washburn
Adam C. Stacey

COURTHOUSE
100 E. STATE STREET
ST. JOHNS, MICHIGAN 48879-1571
989-224-5120



Administrator
Ryan L. Wood
Clerk of the Board
Diane Zuker

December 20, 2013

John F. Fuentes, CPA
Eaton County Controller
1045 Independence Blvd.
Charlotte, MI 48813

RE: Intergovernmental Agreement

Dear Mr. Fuentes:

Pursuant to our discussion, attached please find three (3) original copies of the Intergovernmental Agreement between Clinton and Eaton Counties to share costs of certain technologies for our 911 answering and dispatch operations.

Please sign all copies and keep an original copy for you records. The remaining two (2) original copies should be mailed back to Clinton County in the enclosed envelope.

Please feel free to contact our office should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Wood", is written over the word "Sincerely,".

Ryan Wood
Clinton County Administrator

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: Robert Shum
Board of Commissioners Chairperson

Date: 12-20-2013

Attest: Carrie Cooper
Clinton County Clerk

EATON COUNTY

By: _____
Board of Commissioners Chairperson

Date: _____

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.