

EATON COUNTY BOARD OF COMMISSIONERS

MEMBERS

Rob Piercefield
Blake Mulder
Terrance Augustine
Brandon Haskell
Jeanne Pearl-Wright
Jane Whitacre
Glenn Freeman III
Joseph Brehler



MEMBERS

Brian Droscha
Matthew Bowen
Wayne Ridge
Brian Lautzenheiser
Jim Mott
Lisa Deavers
Barbara Rogers

1045 Independence Blvd, Charlotte, MI 48813

EATON COUNTY BOARD OF COMMISSIONERS/PUBLIC SAFETY COMMITTEE

THURSDAY, JULY 2, 2020, 4:00 P.M.

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Agenda Additions and Changes.
4. Approval of the June 4, 2020 Meeting Minutes.
5. Limited Public Comment.
6. Sheriff's Office Update.
7. Resolution to Approve Jail Physician Services Agreement Renewal.
8. Monthly Reports.
 - Reimbursement
 - Jail Census
 - Court Security
9. Central Dispatch Update.
 - Resolution to Approve Tower Lease with State of Michigan.
10. Emergency Services Update.
11. Miscellaneous.
12. Limited Public Comment.
13. Adjournment.

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

EATON COUNTY BOARD OF COMMISSIONERS
PUBLIC SAFETY COMMITTEE
MINUTES OF JUNE 4, 2020

Present: Chairman Commissioner Glenn Freeman, Vice-Chairman Commissioner Matthew Bowen, Commissioner Brandon Haskell, Commissioner Brian Droscha, Commissioner Jim Mott, Commissioner Wayne Ridge, and Commissioner Rob Piercefield

Also Present: Controller John Fuentes, Board Chairman Commissioner Terrance Augustine, Sheriff Tom Reich, Undersheriff Jeff Cook, Chief Deputy Adam Morris, Dispatch Director Michael Armitage, Emergency Services Coordinator Ryan Wilkinson, and Jerri Nesbitt

The Public Safety Committee met in a virtual session at 4:00 p.m. on June 4, 2020 as permitted by Executive Order 2020-75.

The meeting was called to order at 4:00 p.m. by Chairman Commissioner Freeman. Pledge of Allegiance was given by all, led by Commissioner Haskell.

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

Approval of May 7, 2020, Meeting Minutes. Commissioner Droscha made a motion to approve the Minutes as presented. Commissioner Piercefield seconded the motion. Motion carried unanimously.

LIMITED PUBLIC COMMENT

None.

SHERIFF'S OFFICE UPDATE

Sheriff Reich reported highlights and major incidents that occurred in May 2020. Sheriff Reich reported the City of Lansing had requested mutual aid in response to recent protests.

MONTHLY REPORTS

Controller Fuentes reviewed the Reimbursement and Jail Census Reports. Revenue has been adversely impacted as a result of the Covid-19 outbreak in the areas of MDOC Diverted Felons, and Parole Violators programs. The WRAP Program census has remained stable during the pandemic. The Court Security screenings have begun to increase as a result of increases in the limited public activity at the courthouse and Youth Facility.

Commissioner Droscha asked if Covid-19 testing was being conducted on the inmate population. Sheriff Reich reported that the Sheriff's Office received 200 test kits free of charge from the National Guard and testing is being conducted and will continue at least until the supply is exhausted. It was also reported that new inmates entering the jail are placed in 14-day isolation.

Commissioner Droscha asked about preparations for re-opening the jail facility to outside services, including WRAP Program instructors and the Forgotten Man Ministry. Chief Deputy Morris reported that discussions have been held, however until the Executive Orders in place regarding correctional facilities are lifted, these activities cannot restart. When the programs restart, there will be additional health safety protocols in place.

CENTRAL DISPATCH UPDATE

Dispatch Director Armitage reported an increase in call volumes since the Memorial Day Weekend. More Training is being conducted virtually, and shifts have been segregated. Two new Telecommunicators have been hired and two are in training.

Telecommunicators are continuing to ask Covid-19 screening questions as part of the dispatch process, to provide first responders additional information prior to arrival.

NG911 (NEX GEN 9-1-1) GRANT APPLICATION - This was formerly a First Net Sub-Grant. Funding would be used to replace 9-1-1 phones and hardware. Amount of grant would be \$209,183.00 with a 5 percent match of \$11,009.67. Commissioner Droscha made a motion to recommend approval of the grant application to the Board of Commissioners. Commissioner Haskell seconded the motion.

ACCESS AGREEMENT – Dispatch Director Armitage reported that Eaton County Central Dispatch has been approached by the producers of a new television series

entitled "Emergency Call" to be considered for participation. A contract has been received and was discussed. A legal review of the access agreement has not been requested. Further discussion held. Commissioner Haskell made a motion to approve the access agreement, subject to a review and approval by legal counsel. Commissioner Droscha seconded the motion. Motion carried.

EMERGENCY SERVICES UPDATE

Emergency Services Manager Wilkinson reported on logistic and resource support and completion of demobilization. Remaining PPE will remain in inventory for requests by local agencies and is listed on www.michiganbusiness.org/ppe. EOC activity is in the monitor and assessment phase. An after-action report is being prepared for submission to the State.

MISCELLANEOUS

None.

LIMITED PUBLIC COMMENT

None.

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

Chairman Commissioner Glenn Freeman
Chairperson Public Safety Committee
Eaton County Board of Commissioners

EATON COUNTY BOARD OF COMMISSIONERS

JULY 15, 2020

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

Introduced by the Public Safety Committee

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

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

WHEREAS, such Agreement provides for a \$4,200.00 annual retainer, reimbursement for services rendered at an hourly rate of \$150 and requires the County to provide medical malpractice insurance.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners enter into an Agreement with Dr. Ted Coy for a period of August 1, 2020 through July 31, 2021 for the provision of necessary inmate medical services at the Eaton County Jail; and

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

JAIL COUNT SUMMARY
Jun-20

Day	Building Total	Eaton County Pop.	Female Inmates	MDOC	WRAP	% of Capacity	% of Eaton County Pop
1	136	102	13	9	25	36%	75%
2	136	102	13	9	25	36%	75%
3	135	100	15	9	26	36%	74%
4	133	99	13	9	25	36%	74%
5	131	97	13	9	25	35%	74%
6	137	104	14	9	24	37%	76%
7	137	104	14	9	24	37%	76%
8	139	105	13	10	24	37%	75%
9	133	98	12	10	25	36%	73%
10	132	98	13	9	25	35%	74%
11	133	99	12	9	25	36%	74%
12	136	100	12	10	26	36%	73%
13	137	102	14	10	25	37%	74%
14	140	105	14	10	25	37%	75%
15	137	102	14	10	25	37%	74%
16	136	100	14	10	26	36%	73%
17	135	99	14	10	26	36%	73%
18	133	98	14	9	26	36%	73%
19	134	99	12	9	26	36%	74%
20	138	103	14	9	26	37%	74%
21	142	107	13	9	26	38%	75%
22	141	106	13	9	26	38%	75%
23	143	110	14	9	24	38%	77%
24	141	106	15	11	24	38%	75%
25	143	105	14	14	24	38%	73%
26	148	109	14	15	24	40%	73%
27	152	117	14	11	24	41%	77%
28	149	114	15	11	24	40%	76%
29	145	105	15	16	24	39%	72%
30	147	107	15	16	24	39%	73%
31		0				0%	#DIV/0!

TOTAL 409 309 748 37% 28%

Bldg Total 4159
Avg/Day 139

Eaton Cty. Total 3091
Avg/Day 103

Housing Total 309
Avg/Day 10

Female Total 409
Avg/Day 14



LEASE

Lease #12082-2020-0008

Between

The STATE OF MICHIGAN, as Lessor

and

Eaton County, as Lessee

By the authority of Section 221(6) of the Management and Budget Act, 1984 PA 431, as amended, MCL 18.1221(6), this Lease is entered into by the State of Michigan by its Department of Technology, Management & Budget (DTMB) (Lessor) and Eaton County (Lessee), with offices at 1045 Independence Boulevard, Charlotte, Michigan 48813. Lessor and Lessee, for the consideration specified in this Lease, agree to the following terms, conditions, and covenants:

1. **DESCRIPTION OF PREMISES:** Lessor leases to Lessee the Premises consisting of two separate parcels, each approximately five (5) feet x five (5) feet square, located on the grounds of State of Michigan's Secondary Office Complex in Windsor Township, Eaton County, State of Michigan. Parcel #1 is more or less centered at Latitude 42.6745 and Longitude -84.6761. Parcel #2 is more or less centered at Latitude 42.6700 and Longitude -84.6673. Both parcels are further illustrated and described in Attachment A.
2. **LESSOR'S OPERATIONS:** Lessee covenants that the purpose of this Lease is to install, maintain and operate two Emergency Alert Tornado Sirens mounted on poles extending up to thirty-five (35) feet above grade and buried up to fifteen (15) feet below grade. Lessee may also install and operate supporting equipment at ground level or on each pole consisting of a VHF antenna, a Control Cabinet with radio equipment and a service disconnection switch. Lessee may also install and operate an AC/DC electric power transformer as needed to operate the sirens and supporting equipment at ground level on parcel #1. Each pole shall be serviced with electric power provided by the State of Michigan via underground power cables. Neither pole is thought to require guy wires, but Lessee may request permission to add guy wires in writing at any time. The Sirens and supporting equipment to be installed are further described and illustrated in Attachment B. Lessee's use of the Premises shall, at no time, interfere with the operations of Lessor at the subject Premises or in Lessor's adjacent other properties and buildings.
3. **CONDITION OF PREMISES:** Lessee represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean, and tenantable condition. Lessee represents that it is taking possession of the Premises in their "as is" condition, and agrees to maintain the Premises in their present condition.
4. **TERM:** Lessor shall lease the Premises to Lessee for a twenty (20) year initial term of possession beginning upon actual possession or on August 1, 2020, and ending on July 31, 2040, or such later date as provided in Paragraph 6.

The beginning and ending Lease term dates may be altered by mutual written consent to reflect the actual date of occupancy. If the occupancy date is changed, Paragraph 6 shall also be changed accordingly.

5. RENT: In lieu of rent, Lessee shall utilize its sirens installed on the Premises to provide effective, safe and professional early tornado warning services to the State of Michigan's Secondary Complex.
6. OPTION TO RENEW: This Lease may be renewed for up to two (2) consecutive ten-year renewal periods if Lessee gives Lessor (90) days written notice before this Lease or any extension expires and agrees to any additional terms then proposed by Lessor. Lessor's written consent is necessary for any Lease term extension.
7. SERVICES BY LESSOR: Lessor shall provide to the Lessee the following [at Lessor's own expense]:
 - A. Provision of constant standard electric power (110-120 volts, 20 amps) to the leased Premises via buried power cables in the same manner and consistency in which Lessor received it from the local electric power utility company with service area jurisdiction over the leased Premises.
8. SERVICES BY LESSEE: Lessee shall provide the following services at Lessee's own expense:
 - A. All installation, repair, maintenance and testing of Lessee's sirens, poles and supporting equipment to professional standards.
 - B. Prompt restoration of any surfaces on Lessor's property to professional standards which are disturbed as a result of Lessee's activities there.
 - C. Snow and ice removal from Lessee's equipment as needed for effective operation and to preclude any public safety hazard.
 - D. Provision to Lessor of a sufficient number of printed public education posters clearly explaining in English and Spanish what each siren sound means, and when sirens are scheduled to be tested, for Lessor to post on each floor of Lessor's buildings within earshot of Lessee's sirens.
9. ASSIGNMENT AND SUBLEASE: Lessee shall neither assign, sublet, nor grant any license for use of the Premises, or any part thereof, without Lessor's prior written consent, which Lessee shall request at least thirty (30) days in advance of a proposed assignment, sublease, or license. Consent by Lessor to any one assignment, sublease, or license shall not be considered to be a consent to any subsequent assignment, sublease, or license. Any assignment, sublease, or license without the prior written consent of Lessor shall be absolutely null and void and shall, at Lessor's option, terminate this Lease.
10. ALTERATIONS: No alterations, modifications, or improvements shall be made to the Premises without Lessor's prior written consent, which Lessee shall request at least thirty (30) days in advance of a proposed alteration, modification, or improvement. At the expiration or cancellation of the Lease, all alterations, modifications, and improvements to the Premises shall become the property of Lessor unless otherwise agreed in writing by Lessor. In the event that the parties agree that Lessee may remove Lessee improvements, Lessee shall restore the Premises to its original condition. Lessor and Lessee agree that Lessor's consent is deemed to have been given for the specific improvements described and authorized by this Lease.

11. LAWS, CODES AND PERMITS: Lessee shall comply with all applicable (including but not limited to all environmental) laws, regulations, and codes and will obtain any necessary permits in connection with its use of the Premises.
12. DAMAGE AND REPAIRS: Lessee shall reimburse Lessor for any repairs to the Premises resulting from damage caused by Lessee or Lessee's equipment that exceeds the normal wear and tear expected from the lawful and proper use of the Premises.
13. INSPECTION OF PREMISES: Lessor and Lessor's agents and employees shall have the right at all reasonable times to enter the Premises for the purposes of making any inspections, repairs, additions, or alterations as may be deemed appropriate by Lessor for the preservation of the Premises.
14. Deleted. Not applicable.
15. LIABILITY INSURANCE: Both the Lessee and Lessor are self-insured governmental bodies and are each responsible for any liability arising out of their own respective acts and the acts of their respective employees, personnel, agents, contractors and visitors.
16. PUBLIC POLICY PROVISIONS:
 - A. NONDISCRIMINATION: Lessee shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453 as amended, MCL 37.2101 *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this real estate contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Lessee agrees to include in every subcontract entered into for the performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Lease. This covenant is cross-referenced in Paragraph 17.B.2.
 - B. UNFAIR LABOR PRACTICES: Lessee shall comply with State Contracts with Certain Employers Prohibited, 1980 PA 278, as amended, MCL 423.321 *et seq.* This covenant is cross-referenced with Paragraph 17.B.1.
17. CANCELLATION:
 - A. CANCELLATION: Notwithstanding Paragraph 17 B, either party may cancel this Lease upon one hundred eighty (180) days written notice to the other party delivered either in person or by certified mail, return receipt requested, to the other party's address pursuant to the "Notices" provisions of this Lease.
 - B. This Lease may be cancelled by Lessor provided Lessee is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur:

1. Lessee or any subcontractor, manufacturer or supplier of Lessee appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs, formerly known as the Department of Consumer and Industry Services, pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (State Contracts with Certain Employers Prohibited) This covenant is cross-referenced in Paragraph 16.B.
 2. Lessee or any subcontractor, manufacturer or supplier of Lessee is found guilty of discrimination, pursuant to 1976 PA 453, as amended, MCL 37.2101 *et seq.* (Elliott-Larsen Civil Rights Act); or 1976 PA 220, as amended, MCL 37.1101 *et seq.* (Persons with Disabilities Civil Rights Act). This covenant is cross-referenced in Paragraph 16.A.
 3. Lessor determines that the Premises are no longer being used for the purposes permitted in Paragraph 2 of this Lease and/or Lessee fails to perform any of its obligations under the Lease, and such failure is not cured within thirty (30) calendar days after written notice of default is given to Lessee.
18. QUIET ENJOYMENT: Upon payment of the rent and the performance of the conditions outlined in this Lease, Lessee may peacefully and quietly have, hold, and enjoy the Premises.
 19. RESERVATION: Lessor reserves the right to grant rights-of-way and easements of any kind and nature over and across the premises and to grant or exercise all other rights and privileges of every kind and nature not specifically granted in this Lease.
 20. HOLDOVER TENANCY: If Lessee remains in possession of the Premises after the expiration of this Lease, with the consent of Lessor but without a renewal of this Lease pursuant to Paragraph 6, a new tenancy from month-to-month shall be created between Lessor and Lessee. The new tenancy shall be subject to all of the terms and conditions of this Lease, except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
 21. Deleted. Not applicable.
 22. NOTICES: Any notice to Lessor or to Lessee required by this Lease shall be considered effective if submitted in writing and sent by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested. Unless either party notifies the other in writing of a different mailing address, notices to Lessor and Lessee shall be sent to the addresses listed below:

Lessee	Lessor
Director	Director
Eaton County Central Dispatch	Real Estate Division
911 Courthouse Drive	Michigan Dept. of Technology, Management & Budget
Charlotte, MI 48813	3111 W. St. Joseph Street
	Lansing, MI 48917
Telephone: 517-543-3510	
FAX: 517-543-3036	

Notices shall be considered effective as of 12:00 noon Eastern Standard Time on the third business day following the date of mailing, if sent by mail. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal

Service, or comparable agency performing such function, shall be conclusive evidence of the date of mailing.

23. INTERPRETATION: This Lease shall be interpreted in accordance with the laws of the State of Michigan.
24. REQUIRED APPROVALS: This Lease shall not be binding or effective on either party until approved (and witnessed and notarized as necessary) by the Lessor, Lessee, Department of Attorney General, Department of Technology, Management & Budget, Building Committee of the State Administrative Board, and the State Administrative Board.
25. SEVERABILITY: Should any provision of this Lease or any addenda thereto be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.
26. ENTIRE AGREEMENT AND ENCLOSURES: This Lease, with the Attachment(s) listed below, constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed. See Paragraph 24.
27. Deleted. Not applicable.
28. ATTACHMENTS TO THIS LEASE:
 - ATTACHMENT A: Parcel 1 and Parcel 2 (the Premises) site information as compiled by West Shore Services Inc. (Two pages.)
 - ATTACHMENT B: Data sheets for Lessee's Sirens and supporting equipment to be installed by Lessee at the Premises. (Four pages.)

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessor:

_____ Date: _____
Signature

Marchan D. Darby
State Administrative Manager
DTMB Real Estate Division

State of Michigan, County of _____

The foregoing instrument was acknowledged before me on this ___ day of _____ 2020 by Marchan D. Darby, State Administrative Manager with the Michigan Department of Technology, Management & Budget.

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

This Lease has been approved as to legal form by the Michigan Attorney General _____

This Lease was approved by the Michigan State Administrative Board on:

ITEM #

EATON COUNTY

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee:

_____ Date: _____

Signature

Print Name:

Title:

State of Michigan, County of _____.

The foregoing instrument was acknowledged before me on this _____ day of _____,

2020, by _____,

Type or print name(s) of person(s) signing this document

the _____ for the _____,

of _____, a Michigan Municipal Corporation.

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.