

# EATON COUNTY BOARD OF COMMISSIONERS

## MEMBERS

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



## MEMBERS

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

1045 Independence Blvd, Charlotte, MI 48813

## EATON COUNTY BOARD OF COMMISSIONERS/PUBLIC SAFETY COMMITTEE

**THURSDAY, SEPTEMBER 7, 2023, 4:00 P.M.**

BOARD OF COMMISSIONERS' ROOM, COUNTY COURTHOUSE, CHARLOTTE

### AGENDA

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1. Call to Order.
2. Pledge of Allegiance.
3. Agenda Additions and Changes.
4. Approval of August 3, 2023 Minutes.
5. Limited Public Comment.
6. Sheriff's Office Update.
  - Resolution to Extend WRAP Agreement with MI Department of Corrections
  - Resolution to Approve Maple Valley School Resource Officer Agreement
  - Resolution to Approve Oneida Township Police Services Agreement
  - Resolution to Approve Vermontville Village Police Services Agreement
  - Sheriff Mobile Command Unit
7. Central Dispatch Update.
8. Emergency Services Update.
  - Resolution Amending Emergency Management Program Policy
  - Resolution to Authorize Work Agreement for FEMA EMP Grant
  - State of Emergency Updates
9. Miscellaneous.
10. Limited Public Comment.
11. Adjournment.

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

# **PUBLIC SAFETY COMMITTEE**

**THURSDAY, AUGUST 3, 2023  
4:00 P.M.**

## **MINUTES**

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**MEMBERS PRESENT:** Commissioners Brian Droscha, Brandon Haskell, Scott Hansen, Mark Mudry, and Frank Holmes

**ABSENT:** Commissioners Tim Barnes and Jacob Toomey

**ALSO PRESENT:** Commissioner Jim Mott; Connie Sobie, Tom Reich, Jeff Cook, El Sidel, Scott Brooks, Kelly Cunningham, Ryan Wilkinson, Melanie Achenbach, Amy Etzel, and Kathy Brooks.

The August 3, 2023, regular meeting of the Public Safety Committee was called to order at 4:00 p.m. by Vice-Chairman Droscha.

The Pledge of Allegiance was given by all.

### **AGENDA ADDITIONS AND CHANGES**

Commissioner Mudry motioned to approve the Agenda as presented. Commissioner Holmes seconded the motion. Motion carried unanimously.

### **APPROVAL OF MEETING MINUTES**

Commissioner Holmes moved to approve the Minutes of the July 6, 2023, Public Safety Meeting as presented. Commissioner Mudry seconded the motion. Motion carried unanimously.

### **LIMITED PUBLIC COMMENT**

None.

### **COMMUNITY CORRECTIONS ADVISORY BOARD APPOINTMENT**

Community Corrections Director Melanie Achenbach presented a request from the Community Corrections Advisory Board to appoint Calley Green from Peckham Inc. as the Workforce Investment Representative. Commissioner Holmes moved to appoint Ms. Green as requested. Commissioner Hansen seconded the motion. Motion carried unanimously.

### **SHERIFF'S OFFICE UPDATE**

Sheriff Tom Reich gave his report for the month of July, 2023. The Active Violence Incident (AVI) Team have been raising awareness about the need for trauma kits in Eaton County schools and the possibility of federal funding. Sheriff Reich met with Senator Sarah Anthony and Representative Angela Witwer, who are members of the Senate and House Appropriations Committees, respectively, requesting state funds for the purchase of a Mobile Command Vehicle by the Sheriff's Office. With Governor Whitmer recently signing the budget, the Eaton County Sheriff's Office was awarded \$900,000 toward this purchase.

## **RESOLUTION TO APPROVE APPLICATION FOR EDWARD BYRNE MEMORIAL JUSTICE GRANT PROGRAM**

This is a no-match continuation of the grant that provides funding for Delta Township hotel enforcement. Commissioner Haskell moved to recommend approval by the Board of Commissioners. Vice-Chairman Commissioner Droscha seconded the motion. Motion carried unanimously.

## **JAIL TELEPHONE SYSTEM SERVICE CONTRACT**

Undersheriff Cook, Captain Ross Tyrell, and Lieutenant Aaron Kayne recommended a new telephone system for the jail, Smart Communications. Commissioner Haskell moved to recommend approval of the communication upgrade to the Board of Commissioners. Commissioner Holmes seconded the motion. Motion carried unanimously.

## **WINDSOR TOWNSHIP POLICE SERVICES AGREEMENT**

The 2022-2023 Windsor Township Police Services Agreement had not been previously presented to the committee for approval. Windsor Township has been paying according to the terms of the Agreement. Commissioner Holmes moved to support approval of the Agreement to the Board of Commissioners. Commissioner Haskell seconded the motion. Motion carried unanimously.

## **CENTRAL DISPATCH UPDATE**

Central Dispatch Director Cunningham reported on the month of July, 2023. The report included an update of progress for the CAD replacement and the research toward a program in which reporting of alarms and panic buttons would come from a single source. ASAP to PSAP has passed the testing phase. Due to the Maple Valley School Safety grant, they are on the area radio group.

## **EMERGENCY SERVICES UPDATE**

Emergency Services Manager Wilkinson reported that he is applying for a grant to pay for anyone interested in attending a 1-day Cyber Security Summit being held in Novi, Wednesday, October 18, 2023 and anyone interested can reach out to his office.

## **EMERGENCY OPERATIONS PLAN (EOP) RENEWAL**

The current Emergency Operations Plan (EOP) is 4 years old and renewal and expansion of the EOP was discussed. Commissioner Haskell moved to recommend approval of the EOP to the Board. Commissioner Mudry seconded the motion. Motion carried unanimously.

## **MISCELLANEOUS**

None.

## **LIMITED PUBLIC COMMENT**

None.

## **ADJOURNMENT**

Vice-Chairman Droscha adjourned the meeting at 4:45 p.m.

The next regularly scheduled meeting of the Public Safety Committee will be held September 7, 2023, at 4:00 p.m.

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Commissioner Brian Droscha  
Vice-Chairperson, Public Safety Committee

DRAFT

**EATON COUNTY BOARD OF COMMISSIONERS**

**SEPTEMBER 20, 2023**

**RESOLUTION TO AMEND WESTSIDE RESIDENTIAL ALTERNATIVE TO PRISON (WRAP) AGREEMENT WITH THE MICHIGAN DEPARTMENT OF CORRECTIONS**

**Introduced by the Public Safety Committee**

**WHEREAS**, the Board of Commissioners approved the Westside Residential Alternative to Prison (WRAP) renewal agreement (22-9-95) with the Michigan Department of Corrections; and

**WHEREAS**, the Department of Corrections has proposed a first amendment to the renewal agreement to extend the terms through September 30, 2024 (attached).

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Commissioners approves the first amendment; and

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

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

This is the first amendment to the original agreement pursuant to the Urban Cooperation Act of 1967, MCL 124.501, *et seq.*, and entered effective October 1, 2022, by and between the State of Michigan, Michigan Department of Corrections, hereafter referred to as the STATE, and Eaton County and the Eaton County Sheriff's Office, 1025 Independence Blvd., Charlotte, MI 48813, hereafter referred to as the CONTRACTOR.

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

Section 1 - STATEMENT OF PURPOSE

Whereas the STATE wants to house probation violators (Violators) for participation in Westside Residential Alternative to Prison (WRAP) program, the purpose of this Agreement is to reserve up to 60 jail beds at the Eaton County Jail for up to a 180-day period to house Violators. There is no guarantee that the CONTRACTOR's beds will be filled at 100% capacity. The STATE will determine which Violators, and the number of Violators, to be placed with the CONTRACTOR. This Agreement sets forth the terms and conditions of this undertaking.

Section 4 - PERIOD OF PERFORMANCE

The term of this Agreement is from October 1, 2023 to September 30, 2024. This Agreement may be renewed in writing by mutual agreement of the Parties not less than 30 days before its expiration.

All other terms, conditions, specifications and pricing remain the same.

SIGNATURE PAGE FOLLOWS

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

<b>EATON COUNTY AND EATON COUNTY SHERIFF'S OFFICE</b>	<b>MICHIGAN DEPARTMENT OF CORRECTIONS</b>
_____ Eaton County Board Chair Print Name:	_____ Heidi E. Washington, Director Michigan Department of Correction

A copy of the Eaton County Board of Commissioner's resolution authorizing this Agreement and the person authorized to execute this Agreement, is attached.

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

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**EATON COUNTY BOARD OF COMMISSIONERS**

**SEPTEMBER 20, 2023**

**RESOLUTION TO APPROVE INTER-LOCAL AGREEMENT FOR POLICE SERVICES – MAPLE VALLEY SCHOOL DISTRICT**

**Introduced by the Ways and Means Committee**

**WHEREAS**, Maple Valley School District is interested in entering into a contract with the County and Sheriff to assign a deputy as a School Resource Officer within the District; and

**WHEREAS**, the proposed inter-local agreement (attached) has been developed to provide an assigned School Resource Officer within the District; and

**WHEREAS**, the Public Safety Committee and Ways and Means Committee have reviewed the attached agreement between the County and Maple Valley School District for said purpose;

**NOW, THEREFORE, BE IT RESOLVED**, the Eaton County Board of Commissioners approves the proposed agreement with Maple Valley School District; and

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





# EATON COUNTY OFFICE OF THE SHERIFF

## INTER- LOCAL AGREEMENT FOR LOCAL POLICE SERVICES

This Agreement is entered into by and between the Maple Valley School District (Hereafter referred to as Maple Valley Schools), and The Eaton County Sheriff's Office and The Eaton County Board of Commissioners (Hereafter referred to as The Sheriff's Office). The term of this Agreement shall begin on August 21<sup>st</sup>, 2023 and shall continue on a monthly basis through the last day of the 2023/2024 school year, June 5, 2024.

With approval of the Maple Valley School District Board and the Eaton County Board of Commissioners, the specific terms of this Agreement are as follows:

1. A fully sworn, uniformed member of the Sheriff's Office, and a patrol car will be specifically assigned to the Maple Valley High School and Maplewood Elementary School and act as a School Resource Officer (SRO) to work closely with school administrators, teachers and students to provide a safe and secure environment for Maple Valley Schools, based on available staffing levels for an average not to exceed (2) school days per week, except for Mondays, to include drive time to and from the schools during the Agreement period.
2. In consideration of this Agreement, Maple Valley Schools agrees that it shall pay the County of Eaton a rate of \$398 per actual day a fully sworn, uniformed officer acts as a SRO. The Eaton County Sheriff's Office shall provide Maple Valley Schools with a quarterly accounting and invoice for SRO police services.
3. It is agreed, that unless requested, the Deputy assigned to Maple Valley Schools will assume his/her normal patrol duties anytime school is not in session to include but not limited to Holiday breaks and school closings due to inclement weather or other situations not requiring SRO presence.
4. Deputies assigned as a SRO for Maple Valley Schools, in accordance with this Agreement, shall be considered employees of Eaton County for all purposes and not employees of Maple Valley Schools. Eaton County shall remain liable for the activities of officers assigned to Maple Valley Schools under this Agreement as if they were acting within their usual role as Eaton County Sheriff's Deputies.
5. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. In the event of early termination of this Agreement, any remaining sums payable under this agreement shall be prorated to the date that services are discontinued.
6. This Agreement shall be construed in accordance with the laws of the State of Michigan. Any dispute regarding this Agreement shall be brought in the Eaton County Circuit Court.

This Agreement may not be modified in any manner unless in writing and signed by both Parties. This document and any attachments hereto constitute the entire Agreement between the Parties. This Agreement shall be binding under the laws of the State of Michigan.

For Maple Valley Schools

For Eaton County Sheriff's Office

For the County of Eaton

\_\_\_\_\_  
Katherine Bertolini, Ph.D.  
Superintendent

\_\_\_\_\_  
Thomas Reich  
Eaton County Sheriff

\_\_\_\_\_  
Jim Mott  
Board of Commissioners Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EATON COUNTY BOARD OF COMMISSIONERS**

**SEPTEMBER 20, 2023**

**RESOLUTION TO APPROVE INTER-LOCAL AGREEMENT FOR  
POLICE SERVICES – ONEIDA TOWNSHIP**

**Introduced by the Ways and Means Committee**

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

**WHEREAS**, the proposed inter-local agreement (attached) has been developed to provide assigned patrols within the Township; and

**WHEREAS**, the Public Safety Committee and Ways and Means Committee have reviewed the attached agreement between the County and Oneida Township for said purpose;

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

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



# EATON COUNTY OFFICE OF THE SHERIFF

## INTER- LOCAL AGREEMENT FOR LOCAL POLICE SERVICES

This Contract is entered into by and between the Township of Oneida, Michigan (Hereafter referred to as the Township), and The Eaton County Sheriff's Office and The Eaton County Board of Commissioners (Hereafter referred to as The Sheriff's Office). The term of this Agreement shall begin on January 1, 2024 and shall continue through its termination date of December 31, 2024.

With approval of the Oneida Township Board of Trustees and the Eaton County Board of Commissioner, the specific terms of this Contract are as follows:

1. Full sworn, uniformed members of the Sheriff's Office, in a patrol car will be specifically assigned to Oneida Township and provide enforcement of the state laws and Oneida Township Ordinances as an overtime assignment within the Township an average of fifteen (15) hours per week during the contract period.
2. In consideration of this agreement, the Township agrees that it shall pay the County of Eaton the sum of sixty dollars (\$60.00) per hour to cover overtime wages, benefits and vehicle operation costs for all hours when a Deputy performing under this Contract is entitled to overtime benefits under Eaton County's personnel policies. The Township will allocate the sum of \$45,000.00 payable in monthly installments for Special Police Services within the boundaries of the Township during the contract period.
3. It is understood the Sheriff's Office may seek reimbursement from the Township for the actual cost of any hours a Deputy is subpoenaed to court for an enforcement action taken while on special assignment to the Township.
4. As necessary, violations of Oneida Ordinances will be prosecuted at Township expense by the Township Attorney. The Township may seek recovery of all costs of prosecution from violators of Township Ordinances under the Victims Rights Act, the Municipal Civil Infraction Act or other applicable laws.
5. The Sheriff's Office will provide the Township a report of enforcement actions taken in the Township.
6. Deputies assigned to patrol Oneida Township in accordance with this agreement shall be considered employees of Eaton County for all purposes and not employees of Oneida Township. Eaton County shall remain liable for the activities of officers assigned to patrol Oneida Township under this Contract as if they were acting within their usual role as Eaton County Sheriff's Deputies.
7. Either party may terminate this Contract by providing thirty (30) days written notice to the other party. In the event of early termination of this agreement, any remaining sums payable under this agreement shall be prorated to the date that services are discontinued.
8. This Contract shall be construed in accordance with the laws of the State of Michigan. Any dispute regarding this agreement shall be brought in the Eaton County Circuit Court.

This Contract may not be modified in any manner unless in writing and signed by all Parties. This document and any attachments hereto constitute the entire agreement between the Parties. This Contract shall be binding under the laws of the State of Michigan.

For Oneida Township

For Eaton County Sheriff's Office

For the County of Eaton

\_\_\_\_\_  
Donald F. Cooley  
Oneida Township Supervisor

\_\_\_\_\_  
Thomas Reich  
Eaton County Sheriff

\_\_\_\_\_  
Jim Mott  
Board of Commissioners Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EATON COUNTY BOARD OF COMMISSIONERS**

**SEPTEMBER 20, 2023**

**RESOLUTION TO APPROVE INTER-LOCAL AGREEMENT FOR POLICE SERVICES – VILLAGE OF VERMONTVILLE**

**Introduced by the Ways and Means Committee**

**WHEREAS**, the Village of Vermontville is interested in entering into a contract with the County and Sheriff to provide for police services within the Township; and

**WHEREAS**, the proposed inter-local agreement (attached) has been developed to provide assigned patrols within the Village; and

**WHEREAS**, the Public Safety Committee and Ways and Means Committee have reviewed the attached an agreement between the County and the Village of Vermontville for said purpose;

**NOW, THEREFORE, BE IT RESOLVED**, the Eaton County Board of Commissioners approves the proposed agreement with Village of Vermontville; and

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



# EATON COUNTY OFFICE OF THE SHERIFF

## INTER- LOCAL AGREEMENT FOR LOCAL POLICE SERVICES

This Contract is entered into by and between the The Village of Vermontville, Michigan (Hereafter referred to as the Village), and The Eaton County Sheriff's Office and The Eaton County Board of Commissioners (Hereafter referred to as The Sheriff's Office). The term of this Agreement shall begin October 1, 2023 and shall continue through its termination date of September 30, 2024.

With approval of the Vermontville Village Council and the Eaton County Board of Commissioner, the specific terms of this Contract are as follows:

1. The Village will allocate the sum not to exceed \$10,000.00 (ten thousand dollars) for special police services and enforcement of Village Ordinances; #35 Trash, #36 Dilapidated Buildings, #37 Solicitors, #38 Noise, #39 Dogs, #40 Burning, #41 Curfew and #46 Parking, of the Vermontville local ordinances within the boundaries of the Village during the contract period.
2. Full sworn, uniformed members of the Sheriff's Office will be assigned by the Sheriff to provide ordinance and law enforcement services to the Village as an overtime assignment.
3. The Deputy assigned will provide the Village a summary report of enforcement action taken while on assignment in the Village along with copies of all citations or warnings issued for violation of the Village Ordinances above.

In consideration of the mutual promises set forth herein, the Village covenants and agrees that it shall; Reimburse the Sheriff's Office at the rate of \$60.00 (sixty dollars) an hour for time scheduled and worked on assignment to the Village, to include any hours subpoenaed to court on an enforcement action of the Village Ordinance. As necessary, violation of Vermontville Ordinance will be prosecuted at Village expense by the Village Attorney.

The Sheriff's Office covenants and agrees that it shall; provide special local ordinance enforcement and law enforcement services within the boundaries of the Village as scheduled during the contract period.

This Contract may not be modified in any manner unless in writing and signed by both Parties. This document and any attachments hereto constitute the entire agreement between the Parties. This Contract shall be binding upon the Parties, their successors, heirs and assignees and shall be enforced under the laws of the State of Michigan.

For Village of Vermontville

Gary Goris

President Village of Vermontville

Date: 8-14-23

For Eaton County Sheriff's Office

Thomas Reich

Eaton County Sheriff

Date: 8/15/2023

For the County of Eaton

Jim Mott

Board of Commissioners Chair

Date: \_\_\_\_\_