Manistee County Board of Commissioners

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

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(231) 723-3331
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Thomas Kaminski
(231) 398-3500

PUBLIC SAFETY COMMITTEE

Wednesday October 21, 2015
2:30 P.M.

Manistee County Courthouse & Government Center
Board of Commissioners Meeting Room

AGENDA

1) Sheriff Items

   A) Tactical Emergency Medical Aid Agreement (APPENDIX A)

   B) Northern Michigan Mutual Aid Reciprocal Law Enforcement Agreement (APPENDIX B)

   C) Arrest Statistics (July 2015) (APPENDIX C)

   D) Sheriff Department FY2015 year-end statistics (APPENDIX D)

   E) Potential speed limit increase article (APPENDIX E)

   F) Other

2) Jail Administrator Items

   A) Centra Wellness Network Jail Service Report for August 2015 (APPENDIX F)

   B) Jail Report for fourth quarter of FY 2015 (APPENDIX G)

   C) Jail Statistics 7/1/15 – 9/30/15 (APPENDIX H)

   D) Other

3) Emergency Management Coordinator Items

   A) Courthouse emergency exercise

   B) Other

4) 9-1-1 Director Items

5) Miscellaneous discussion/information items

   A) Former Animal Control facility status

   B) East Annex Security issues

6) Other Items from Committee Members

7) Adjournment

[M:\OFFICE - Admin Sec - RACHEL\Agendas\PS 102115]

(APPENDIX A-1)

TACTICAL EMERGENCY MEDIAL AID AGREEMENT

This Agreement made and entered into on this _____ day of _____, 2015, by and between **The Charter Township of Filer**, of 2505 Filer City Road, Manistee, MI 49660, (hereinafter the "Township") and the **County of Manistee**, of 415 Third Street, Manistee, MI 49660, (hereinafter the "County");

WITNESSETH:

WHEREAS, the Township has established a tactical medical unit consisting of members of the Township Fire Department, and others, who have received special training in providing emergency medical services under dangerous circumstances and have volunteered to join the "Tactical Medical Unit"; and

WHEREAS, the County wishes to call upon the special skills and training of the Tactical Medical Unit, from time to time, in the performance of the law enforcement services provided through the County Sheriff's Department; and

WHEREAS, this Agreement is authorized as provided for by 1973 PA 129, as amended, being MCL 45.556(p) and 1947 PA 359, as amended, being MCL 42.18.

NOW, THEREFORE, IT IS AGREED, as follows:

Sec. 1. – Definitions. The following terms shall have the meanings herein ascribed:

A. "Commanding Officer" shall mean the highest ranking law enforcement officer at the scene of an incident, such as a crime, accident or emergency, at which the services of the Tactical Medical Unit are requested. The commanding officer may be the Sheriff or a command officer of the Sheriff's Office, an officer of the Michigan State Police, Federal Bureau of Investigation, Department of Homeland Security, or other law enforcement agency of the County, State of Michigan, or United States of America. The commanding officer is the law enforcement officer with overall supervisory command and control of the incident scene.

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B. "Tactical Medical Unit" shall mean those members of the Township Fire Department who have received special training in tactical medicine and who have deployed to an incident scene in response to a request for assistance by the County.

C. "Unit Commander" shall mean the Township Fire Chief or other command officer of the Township Fire Department who is the highest ranking member of the Township Fire Department to deploy with the Tactical Medical Unit.

Sec. 2 – Request for Assistance. The County Sheriff or any command officer of the Sheriff's Department may request that the Tactical Medical Unit be deployed to an incident scene. Request for Assistance of the Tactical Medical Unit shall be made through the Manistee County Central Dispatch.

Sec. 3 – Response to Request for Assistance. Upon receipt of a request for assistance, such members of the Tactical Medical Unit as are available shall muster and deploy to the incident scene or such other location as shall be provided to them by Manistee County Central Dispatch. Township does not warrant or guarantee a minimum number of members of the Tactical Medical Unit will deploy, or that such deployment will occur within any specific period of time.

Sec. 4 – Chain of Command. Members of the Tactical Medical Unit responding to a request for assistance shall be under the direction and control of the Unit Commander until the Tactical Medical Unit deploys at the incident scene. Once deployed, command of the Tactical Medical Unit and its members shall transfer to the Commanding Officer, except as otherwise provided in this Agreement.

Sec. 5 – Withdrawal of Tactical Medical Unit. Notwithstanding Sec. 4 above, if, in the opinion of the Unit Commander, deployment of the Tactical Medical Unit at an incident scene presents an unreasonable risk of harm to the members of the Tactical Medical Unit, the Unit Commander may withdraw the Tactical Medical Unit from the

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incident scene. Such withdrawal shall occur following consultation with the Command Officer.

Sec. 6 – "Special Duty" Status. For purposes of assisting members of the Tactical Medical Unit in purchasing and utilizing restricted equipment that is or may be used or useful in the performance of duties as a Tactical Medical Unit under this Agreement, the County Sheriff shall deputize all members of the Tactical Medical Unit as a "Special Deputy", provided, however, that designation as a "Special Deputy" under this Agreement shall not confer on any member of the Tactical Medical Unit any general or specific law enforcement powers or duties not already possessed by such member. Members of the Tactical Medical Unit are not hereby authorized to carry firearms or other weapons in the performance of their duties. This does not prohibit the carrying of a knife with a blade in excess of 3.5 inches in length during the performance of duties under this Agreement, including while in route to and from an incident scene.

Sec. 7 – Compensation. Members of the Tactical Medical Unit are members of the Township Fire Department and shall receive compensation for services performed under this Agreement in accordance with the established policies and procedures of the Township Fire Department. Neither County nor the County Sheriff's Office shall have any liability for the payment of wages, benefits or other compensation to members of the Tactical Medical Unit for services rendered pursuant to this Agreement.

Sec. 8 – Indemnification.

A. By Township. Township shall indemnify, defend and hold harmless the County and the County Sheriff's Office from and against all third party claims, demands, costs or damages (including attorney fees), for bodily injury (including death) or property damage, proximately caused by the acts or omissions of a member of the Tactical Medical Unit while such member is under the command of the Unit Commander.

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B. By County. County shall indemnify, defend and hold harmless Township from and against all third party claims, demands, costs or damages (including attorney fees), for bodily injury (including death) or property damages, proximately caused by the acts or omissions of a member of the Tactical Medical Unit while such member is under the command of the Commanding Officer.

C. Mutual Indemnification. Each party shall indemnify, defend and hold the other harmless from all claims, demands, costs or damages (including attorney fees), for bodily injury (including death) or property damage, suffered by the other party, its agents, servants, employees, officers or personnel, in the performance of their official duties, including duties under this Agreement, including all joint training exercises.

Sec. 9 – Term and Termination. This Agreement will be effective upon the date it is signed by the last party to sign it (the "Effective Date"), but shall not be binding on any party unless and until all parties sign it. Thereafter, this Agreement shall be effective for a period of one (1) year from and after the Effective Date and shall renew for consecutive one (1) year periods unless terminated by any party upon the giving of ninety (90) days notice as provided for herein.

Sec. 10 – Non-Discrimination. The parties agree that neither will discriminate against an employee or application for employment of either party with respect to hire tenure terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position or because of race, color, religion, national origin, age, sex, height, weight or marital status.

Sec. 11 – Miscellaneous.

A. Integration. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and there are no prior or contemporaneous oral or written agreements that have not been superceded, in their entirety, by this Agreement.

B. Amendment. This Agreement may only be amended by another instrument, in writing, signed by all parties.

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C. Notices. All notices required or provided for in this Agreement shall be in writing and shall be effective as of the second business day following their deposit in the U.S. Mail, by first class mail, postage prepaid, to the parties, at the addresses set forth below.

To the TOWNSHIP: Township Supervisor
Filer Township Hall
2505 Filer City Road
Manistee, MI 49660

Copy to: Gockerman Wilson, Saylor & Hesslin, P.C.,
Attorneys at Law
414 Water Street
Manistee, MI 49660

To the COUNTY: Manistee County Sheriff
1525 E. Parkdale Avenue
Manistee, MI 49660

Copy to: Manistee County Prosecuting Attorney
415 Third Street
Manistee, MI 49660

D. Governing Law. This Agreement is entered into in the State of Michigan and should be construed in accordance with the laws thereof.

E. Authority. Each party represents to the other that this Agreement has been duly authorized by the respective governing body of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Dated: _____, 2015

THE CHARTER TOWNSHIP OF FILER

BY: _____
James Espvik, Supervisor

BY: _____
Ron Gutowski, Fire Chief

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Dated: _____, 2015

MANISTEE COUNTY

BY: _____
Dale Kowalkowski, Sheriff

BY: _____
Ken Hilliard, Chairman
Board of Commissioners

JP: Office Docs/Jeri/DK/Tactical ER Medical Aid Agmt.doc

New 2015 (APPENDIX B-1)
Adds TRIBE

NORTHERN MICHIGAN MUTUAL AID
RECIPROCAL LAW ENFORCEMENT AGREEMENT

For the purpose of rendering reciprocal police assistance to one another in case of emergencies, pursuant to Public Act No. 236 of 1967, MCL 123.811 *et seq.* Alcona County, Alpena County, Antrim County, Benzie County, Charlevoix County, Cheboygan County, Crawford County, Emmet County, Grand Traverse County, Kalkaska County, Leelanau County, Manistee County, Missaukee County, Montmorency County, Osceola County, Oscoda County, Otsego County, Presque Isle County, Roscommon County, Wexford County, Boyne City, Rogers City, City of Cadillac, City of Charlevoix, City of Frankfort, City of Petoskey, City of Traverse City, Grand Traverse Band of Ottawa and Chippewa Indians, Richfield Township Public Safety, Little River Bands of Ottawa Indians and Little Traverse Bay Bands of Odawa Indians (the "Jurisdictions" or "Participating Jurisdictions") hereby enter into a Mutual Aid Reciprocal Law Enforcement Agreement (the "Agreement"), upon the following terms and conditions:

I. DEFINITIONS.

A. Commanding Officer shall mean the highest law enforcement official in the Jurisdiction or his or her designee.

B. Emergency shall mean an event or events requiring immediate action for the protection of property and the public safety and requiring law enforcement personnel or equipment in addition to that available to a Jurisdiction at the time of the even or events.

C. Requesting Jurisdiction shall mean the Jurisdiction that requests aid pursuant to this Agreement.

D. Responding Jurisdiction shall mean the Jurisdiction that sends personnel or equipment to a Requesting Jurisdiction pursuant to this Agreement.

II. DETERMINATION AND DECLARATION OF AN EMERGENCY.

The Commanding Officer of a Jurisdiction shall be responsible for determining and declaring that an Emergency exists in its Jurisdiction.

III. REQUEST FOR ASSISTANCE.

Upon determining and declaring an Emergency to exist, the Commanding Officer of a Jurisdiction may make a request for assistance to the Commanding Officer of a Participating Jurisdiction or Jurisdictions.

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IV. RESPONSE TO REQUEST.

The Commanding Officer of the Jurisdiction(s) receiving the request for assistance shall make available to the Commanding Officer of the Requesting Jurisdiction such personnel or equipment as is available to meet the needs of the Emergency. The Commanding Officer of a Participating Jurisdiction may decline the request for assistance if personnel or equipment are not available at the time of the request. No party to this Agreement shall be liable for failure to respond to a request for assistance for any reason.

V. DIRECTION AT SCENE OF EMERGENCY.

The Commanding Officer of the Requesting Jurisdiction shall be in charge of operations at the scene of the Emergency. The personnel and equipment of the Responding Jurisdiction shall cooperate with the direction of the Commanding Officer of the Requesting Jurisdiction upon arriving at the scene of the Emergency.

VI. WITHDRAWAL OF PERSONNEL AND EQUIPMENT FROM THE EMERGENCY.

The personnel or equipment of a Responding Jurisdiction may be withdrawn at any time at the discretion of the Commanding Officer of a Responding Jurisdiction. The Responding Jurisdiction shall not have any obligation to keep its personnel or equipment in the Requesting Jurisdiction for a longer period of time that is deemed necessary by the Commanding Officer of the Responding Jurisdiction. A Responding Jurisdiction shall not be liable to a Requesting Jurisdiction for leaving the scene of any Emergency.

VII. COSTS OF RESPONDING.

The Jurisdictions agree that they will not reimburse each other for the costs of any usual and customary services rendered under this Agreement, including wages, disability payments, retirement, furlough payments, charges made for equipment, supplies, and material used or expended while rendering assistance under the Agreement, unless the Requesting Jurisdiction recovers the costs of responding to the Emergency from the State or Federal Government, the party legally responsible for causing the Emergency, or as otherwise agreed in writing when presented with an invoice within 30 days of the Emergency detailing all such charges and costs.

VIII. INDEPENDENT CONTRACTOR.

Each Jurisdiction shall be considered an independent contractor and not an agent or employee of the other. Nor shall an agent or employee of a Jurisdiction be considered an agent or employee of the other Jurisdiction. Each Jurisdiction shall remain responsible for any claims arising out of their own acts or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase any Jurisdictions liability for, or immunity from, tort claims.

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IX. INSURANCE.

Each Jurisdiction shall maintain during the term of the Agreement appropriate liability insurance and Workers Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

X. THIRD PARTY BENEFICIARIES.

This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

XI. NON-DISCRIMINATION.

The Jurisdiction agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, nation origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the Agreement.

XII. FORCE MAJEURE.

If because of Force Majeure any party is unable to carry out any of their obligations under this contract (other than obligations of such party to pay or expend money for or in connection with the performance of this agreement), and if such party promptly gives to the other party concerned written notice of such Force Majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such Force Majeure and during its reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance.

XIII. OTHER AGREEMENTS.

It is not the Jurisdictions' intent by any provision of this Agreement to affect the terms of any other Agreement with respect to emergency management services or any emergency management assistance agreement of any Participating Jurisdiction or any mutual aid agreement between local agencies within the Participating Jurisdiction.

XIV. WITHDRAWAL.

Any Jurisdiction desiring to withdraw from this Agreement shall give thirty (30) days written notice, including the reason for withdrawal. The withdrawal of any Jurisdiction from the Agreement shall not affect this Agreement with respect to the remaining Participating Jurisdictions.

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XV. TERM.

The term of this Agreement shall be four (4) years from the date of execution by all of the above-mentioned Participating Jurisdictions. Therefore, this Agreement shall continue in effect for successive four year periods unless terminated or amended in writing.

XVI. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. This Agreement may not be amended unless in writing and signed by all Participating Jurisdictions.

IN WITNESS WHEREOF, the following have executed this Agreement in counterparts on the dates indicated below.

_____	_____	_____
Signature of Chief Law Enforcement Officer	Title	Date

_____	_____
Printed Name of Chief Law Enforcement Officer	Agency

_____	_____
Signature of Chairman: Governing Board	Date

_____

Printed Name of Chairman: Governing Board

Rev- 06/2015

(APPENDIX C)

ARRESTS BY DEPARTMENT FOR 07-01-2015 TC

DEPARTMENT	# ARRESTS
MANISTEE COUNTY SHERIFF'S OFFICE	102
MANISTEE CITY POLICE DEPARTMENT	74
MICHIGAN STATE POLICE POST #71	16
WEXFORD CO SO	22
	4
SCCENT	6
LITTLE RIVER TRIBAL POLICE	5
MICHIGAN STATE POLICE POST #77	1
Total Arrests	230
Number Of Departments	8

Manistee County Sheriff's Department
Manistee County Station Daily Year End Stats

Month	Year End 2015												Yearly Totals
	January	February	March	April	May	June	July	August	September	October	November	December	
Officers on duty:	77%	71%	71%	65%	71%	80%	81%	77%	80%				
Officers													
Monthly Activities:													
Patrol	436.5	295.5	396.5	362.0	335.0	339.5	324.0	457.5	406.5	0.0	0.0	0.0	3353.0
Complaint	347.5	308.0	305.0	289.0	330.5	427.0	529.5	458.5	466.5	0.0	0.0	0.0	3461.5
Report Writing	420.0	348.0	396.5	332.0	306.5	381.5	363.0	485.0	536.5	0.0	0.0	0.0	3569.0
Court	15.0	3.0	1.0	3.5	18.5	39.0	43.0	33.0	40.5	0.0	0.0	0.0	196.5
Transport	24.0	84.5	105.5	67.0	42.5	36.0	86.0	122.5	123.0	0.0	0.0	0.0	691.0
Airport	28.5	15.0	26.5	23.5	23.5	25.5	20.5	20.0	20.0	0.0	0.0	0.0	203.0
ZTP	53.0	41.5	48.0	43.5	42.5	39.0	39.5	19.0	0.0	0.0	0.0	0.0	326.0
ACO	4.0	1.0	3.0	3.0	8.0	8.5	11.5	12.0	12.0	0.0	0.0	0.0	63.0
Inmate Services	0.0	5.0	39.5	3.0	97.5	8.5	22.5	15.0	21.5	0.0	0.0	0.0	212.5
Liquor Inspection	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.5	0.0	0.0	0.0	0.0	6.5
Civil Process	15.0	5.5	9.0	13.5	16.0	27.5	13.5	15.0	13.0	0.0	0.0	0.0	128.0
Community Policing	0.0	7.0	0.0	6.5	12.5	10.0	13.5	14.0	16.5	0.0	0.0	0.0	80.0
Training	143.0	157.5	119.0	260.5	85.0	35.0	0.0	73.5	40.0	0.0	0.0	0.0	913.5
Administrative	84.0	77.5	87.5	104.5	50.5	55.0	44.5	93.0	67.0	0.0	0.0	0.0	663.5
Total Hours Daily:	1570.5	1349.0	1537.0	1511.5	1368.5	1432.0	1511.0	1824.5	1763.0	0.0	0.0	0.0	13867.0
Monthly Stats:													
Verbal Warnings	107.0	61.0	84.0	82.0	84.0	90.0	65.0	90.0	71.0	0.0	0.0	0.0	734.0
Traffic	15.0	13.0	15.0	16.0	28.0	23.0	13.0	25.0	18.0	0.0	0.0	0.0	166.0
Misd.	23.0	22.0	23.0	22.0	21.0	28.0	27.0	23.0	15.0	0.0	0.0	0.0	204.0
Felony	7.0	2.0	3.0	1.0	5.0	2.0	3.0	8.0	2.0	0.0	0.0	0.0	33.0
Property Inspections	8.0	5.0	0.0	11.0	6.0	28.0	1.0	8.0	27.0	0.0	0.0	0.0	94.0
Civil Papers	25.0	13.0	11.0	21.0	11.0	33.0	20.0	22.0	23.0	0.0	0.0	0.0	179.0
Traffic Stops	129.0	75.0	87.0	86.0	112.0	120.0	97.0	129.0	99.0	0.0	0.0	0.0	934.0
Persons Investigated	503.0	395.0	395.0	498.0	520.0	577.0	679.0	612.0	583.0	0.0	0.0	0.0	4762.0
Vehicles Assisted	1.0	4.0	7.0	0.0	0.0	1.0	2.0	1.0	1.0	0.0	0.0	0.0	17.0
Daily Mileage	11413.0	9997.0	12412.0	10801.0	11132.0	12975.0	14205.0	15006.0	14923.0	0.0	0.0	0.0	112864.0
PI / OWI	0.0	0.0	0.0	0.0	0.0	1.0	2.0	0.0	0.0	0.0	0.0	0.0	3.0
OWI	6.0	7.0	6.0	6.0	3.0	7.0	1.0	2.0	5.0	0.0	0.0	0.0	43.0
PIA ONLY	4.0	6.0	3.0	4.0	5.0	6.0	16.0	10.0	7.0	0.0	0.0	0.0	61.0
PDA	47.0	30.0	15.0	41.0	25.0	46.0	44.0	33.0	28.0	0.0	0.0	0.0	309.0

APPENDIX D

APPENDIX E

Dear Government and Law Enforcement Officials:

Please see the article below. Although the Traffic Improvement Association of Michigan has not determined its position regarding these bills, your feedback would be greatly appreciated.

Thank you, and I look forward to hearing from you.

Jim Santilli
Executive Director
Traffic Improvement Association of Michigan

Panel Considers Increasing Speed Limits

September 29, 2015

Speed limits in the state could increase to 80 miles per hour on certain roads under legislation the House Transportation and Infrastructure Committee took up Tuesday. The package (HB 4423, HB 4424, HB 4425, HB 4426, HB 4427) would raise the speed limit on rural limited access freeways to 80 miles per hour and require the Department of State Police and road authorities use the 85th percentile method to set speed limits. Rep. Bradford Jacobsen (R-Oxford), who is the lead sponsor of the bills, said he has been working on the package for about three years.

"It started as ... a bill ... to allow locals some regulation on gravel road speed limits, in spite of what everyone thinks Oakland County roads are not paved with gold, they're not all paved," he said. Mr. Jacobsen noted when looking at speed studies in the state, very few drivers drive the 70 mph speed limit posted on most highways. "We need to look at the speed people are traveling, and that they are traveling safely," Mr. Jacobsen said. The method studies drivers on a portion of highway and determines at what speed 85 percent of drivers travel.

HB 4426 would change the number of points assessed on a driver's license for various offenses, if a driver is traveling 5 miles per hour or less over the speed limit, they would receive zero points. The bill also would remove references assigning extra points for speed violations in a work zone.

Finally, HB 4427 would amend eligibility points. Currently, a driver who accumulates more than six eligibility points during a three-year period is no longer classified as an "eligible person" for the purpose of auto insurance, meaning the driver may have to seek coverage through alternative mechanisms.

HB 4424 would specify a school zone speed limit would be enforced not more than 30 minutes before and after school and that the speed limit could be decreased by not more than 15 mph less than the normally posted limit, but not lower than 25 miles per hour.

The Insurance Institute of Michigan and AAA of Michigan both opposed the final two bills in the package. "By automatically waiving these points for lower level speeding violations, we are diluting the value of a driving record as an accurate measure of an insurance risk," Peter Kuhnmuench, executive director of the Institute, said in written testimony. "If we can't measure risk accurately, we can't price the risk accurately, resulting in good drivers subsidizing bad drivers."

Tiffany Hauser, with AAA Michigan, also expressed concerns about the rest of the package.

"AAA is not philosophically opposed to speed increases in areas where conditions, road characteristics and engineering studies have shown that drivers can safely travel at a higher speed," she said. "With that being said, many factors must be taken into consideration before an increase in speed is warranted. Our major concern with blanket increases beyond 70 mph, like those included in the bill package, is that a speed increase is put in place without the necessary studies."

Thad Peterson, who retired from the Department of State Police in 2013, where he served his last 10 years with the traffic services section, said he applauds the bill sponsors because the legislation will legalize normal and safe driving behavior.

"The only measure that can be truly effective in that regard is a bill package like the one before you that comprehensively locks speed limits together with science, cuts the legs out from under the irrational fear mongering to keep speed limits artificially low in the interest of money, not safety," he said.

The committee did not act on the bills. Rep. Peter Pettalia (R-Presque Isle), chair of the committee, said they are a long way from voting on the bills and will take additional testimony next week.

(APPENDIX F-1)

Excellent Report.

CENTRA WELLNESS NETWORK JAIL SERVICE REPORT

MANISTEE COUNTY SHERIFF'S DEPARTMENT

REPORT DATE: September 25, 2015

Report for August

Jail services continue to be provided under the direction of the Jail Administrator, Lt. Steven Pizzala. The following services have been provided during the month of August: risk assessments, individual therapy sessions, group therapy sessions, referrals to community resources, case management services, assistance continues to be given to detainees in order to access substance abuse assessments, and crisis intervention services have been provided. Three post booking diversions occurred this month. All of the diversions were unopened cases with CWN.

CONTACT DATA/GROUP THERAPY INFORMATION:

For the month of July there were eight-three (83) contact sessions. The contact sessions for the month of **August were seventy-eight (78).** Group therapy sessions continue to progress, which includes the Tactics Class for the men and the Seeking Safety class for the women. The GED Program is up and running. Our tutor has two students in Manistee. I will need to put out a flyer for her so that more detainees can sign up for her assistance. The number of incarcerated women are (9) nine at the writing of this report. The total numbers of detainees who are being housed at the writing of this report are (42).

"JOB READINESS PROGRAM"

This program will begin with great "vigor" in September. The new program will begin with assistance from Michigan Works and other professionals through the new grant program.

"THE SEEKING SAFETY CLASS"

Our last class was focused on communication skills. We are housing detainees from Wexford County, therefore the number of females has gone up.

KNITTING/QUILTING/CROCHETING/PAINTING GUILD FOR THE WOMEN

On hold. Is anyone out there?????? I will be more aggressive in my quest to find someone after the summer.

THE COMMITMENT TO CHANGE "TACTICS" CLASS

The "Tactics" class is up and running. We started with six participants; we now have three who are continuing with the class. Our last class was focused on the thinking error of "Casing People Out." It is an on-going challenge for me to keep this class going because the detainees are so mobile. The "C" Unit houses individuals who are generally detained for longer periods of time

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compared to the other units. There has been more continuity with this class since the participants are from the "C" housing unit.

CLOSING STATEMENTS/GOALS:

There were twelve possible days of service with in the month of August. Ten days of service were provided. Two days were not provided as contact days because of my PTO. My service days continue to be on Monday, Thursday, and on Friday's. I am available throughout the week to assist the jail if there is a crisis situation. The 24 hour crisis no. can be reached in my absence: 1-877-398-2013.

The detainees are enjoying the last fresh tomatoes from the lasagna garden. We are exploring the plans for a very expansive garden for next Spring. The jail administrator is talking about creating a fence this fall.

The protocol continues to be followed in that jail services will be modified at the direction and discretion of the Jail Administrator, Lt. Steven Pizzala.

Report prepared by:

Paula Chouinard-Rinal MSW, LMSW
Jail Diversion Clinician/Manistee County Jail
Centra Wellness Network
September 25, 2015

SHERIFF Dale Kowalkowski
ADMIN 231-723-8393
FAX 231-723-1498

(APPENDIX G-1)

Manistee County
SHERIFF'S OFFICE • 1525 E. Parkdale Ave. • Manistee, MI 49660

September 30, 2015

State of the Manistee County Correctional Facility

Fourth Quarter- FY 2015

Staffing

Jason Golembiewski is off his FTO program, his level of maturity and work ethic is apparent I believe he is a good fit. We still are revamping the FTO program he worked out well with our new FTO on days Tony Howard. As stated before dayshift was often ignore under the previous program and new officers did not have the opportunity to go to days even after their field training because there were no dayshift positions available. The FTO program will include time on each shift in the future.

This is a very time consuming process and expensive, we (the County) have to remain vigilant and be proactive especially with upcoming expected departures. This is inevitable and need to prepare now for something we know is coming. Again, responding rather than reacting. Hopefully with the Virtual Boarders Program (has not begun as of this report) and approval for hiring two CT's this will set us up in a better position should we experience any expected or unexpected departures.

To reiterate, the entire FTO policy is being completely revamped and shall be based on the number of successful ***hours*** as opposed to a number of weeks and shall require testing (written and physical) results to prove the accomplishment of each section of the FTO program. We are currently looking at upwards of 300+ hours before removal from FTO status.

The Assistant Administrator and I have had one on ones with all but two of the staff, once we have completed this we are going to have a full staff meeting.

Virtual Boarders Program

The long awaited Virtual Boarders program with the Pugsley Correctional Facility is still a go. Robin Gilbert and I have been in touch working out the details of this collaboration that benefit all involved. As it stands now there is a computer programming error the testing and placement on line for the Virtual Prison Manistee (VPE). I have spoken with Robin personally and I told her that I heard a rumor that there was a union issue holding this up and she said it had nothing to do with a union issue and we should see boarders very soon. I have tried to keep you up to date via email as information comes available. I'm

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almost glad it hasn't taken off as of yet as we will begin major renovations in D block to begin in October.

To refresh, It looks as though we will have 8 low security level individuals housed here as "prisoner work crews" transported primarily Monday through Friday (some weekends) to and by the Oaks Correctional Facility staff for work crew duties. We will charge the State $35.00 per day for housing plus medical. The revenue stream generated would be $280 per day, providing that the number stays consistent, the annual revenue from housing would be in excess of $100,000. I believe a portion of that revenue approximately 15 -20% would relate to costs such as meals and water usage.

This is the current plan that has been put together:

0615 Oaks Correctional Facility Officer arrives at Manistee County Correctional Facility to pick up workers

- Monday through Friday—8 workers
- Saturday, Sunday, State Holidays—2 workers maximum (will most likely be only 1)

- All prisoners will be strip searched and put on complete set of clothing (Oaks) to be worn while on work detail (including underwear).

- Manistee clothing will be placed into a tote and held until prisoner workers return from their work detail.

- Oaks Correctional will provide *lunch meal* for all prisoner workers.

- Oaks Correctional staff will provide all needed supervision for prisoner workers.

- In case of a practice mobilization at the Oaks Facility, Oaks Correctional staff will return the prisoner workers to Manistee County Correctional Facility.

1615 Oaks Correctional Facility Officer arrives at Manistee County Correctional Facility to drop off workers

- All prisoners will be strip searched and put on Manistee clothing (including underwear).

- All clothing worn while on work detail will be placed into a tote until next work day.

- Work detail clothing will be searched by Manistee Correctional Officers, laundered on facility laundry day, and then placed back into tote after being searched by Manistee Correctional Officers.

I would ask that because we are currently housing Wexford County Inmates that we be allowed to hire the first CT. We have and will generate enough revenue to cover the cost for the position. Even if we are given the green light to move forward with new position it will be at a minimum of 30 days or so before we could actually have an individual on the floor. I am confident in what Robin Gilbert has told me regarding the delay in populating our Facility.

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Corrections Technician Position

I believe we should begin the hiring process if you can convince the BOC to accept the revenue derived from Wexford as seed money for this position. To date we have exceeded $20,000 (see attached per Diem billing).

The CT would be under the immediate direction of the Control Room Officer. My intentions are for the first CT be a Monday through Friday position from 1000 to 1800 and when the second CT (April 2016) is implemented the shift should be from 1800 to 0200. Also the County and the union should look into what the wage should become if a CT moves up to a Correctional Officer Position. My suggestion would be that the individual be moved up vertical based on time/years of service. (I would also recommend a wage closer to the Corrections Officer wage) This is something that both the union and the county need to iron out.

Schedule

The Schedule is not ideal but is currently functional considering the current number of staff. During the past staff meeting a couple of staff members expressed concerns over the new schedule (was from 0700-1900 moved back an hour 0600 to 1800). No one has explained why this schedule is not working (one quote was "It's messing us up"), I have had one individual say that it works fine. Notified staff via email that no changes would be made during this calendar year. With the advent of the Tech positions I will have to wait to see if any changes to the schedule will occur.

Training

Training it is active and properly documented as required and are meeting MSCTC requirements. Relias online Learning is being completed by staff.

We participated in the pilot program DACOTA (Detention and Corrections Online Training Academy) an online training produced by the National Institute for Jail Operations a division of the National Sheriff's Association in conjunction with Michigan Sheriff's Coordinating and Training Council we have yet to hear anything further.

Facility/ Grounds and Maintenance Issues

As you know several of the maintenance issues are being addressed. D Block renovations are schedule to begin in October. The has been some issues with the kitchen ductwork, apparently because during the original kitchen construction the vent hood that was supposed to be over the dishwasher area was eliminated due to cost. So now in an effort to reduce the humidity in the kitchen the food service workers turn down the air conditioning to combat it. But what is happening it is causing condensation to form on the ductwork above the ceiling, in turn saturating the insulation (damaging it and had be replaced before the development of mold). It has also caused rust to form on the vents that are visible.

In an effort to still create additional space in storage we have explored several options including moving maintenance tools cabinets to the garage. Floors been stripped and painting is ongoing in rooms that are not for housing.

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Commissary

Continued reduction in spending *out* of Commissary is still being accomplished by purchasing hygiene items in bulk and having individuals package them on site.

Stellar Services is now our Commissary Vendor and Banking software provider. The only issues appear to be the arrival of the shipment, I has been arriving somewhat crushed. Steller has been contacted along with pictures to show how they have been arriving from UPS. Ed from Stellar has been able to trace to the UPS central hub, the most recent shipment had no issues.

Revenue Generation/ Cost reductions General Fund

Continually examining current vendors I have already reduced some spending.

You have the proposal from Advanced Correctional Healthcare and I have spoken with Elaine from CCS just recently and notified her that we were examining their offer. I also gave her a copy of the proposal, it was my impression that they would not be able to match it.

Policy and Procedures

I continue working on reviewing and making changes on the P&P I began this process in April 2014, AJA Banicki and Sgt. Redman continue to review the P & P's with me. I hoped that they would have been completed by January 2015 but I'm shooting for January 2016. Again, once I have made any corrections needed I will then forward them on to you and the Undersheriff for review, revision and approval.

Programs

The Sheriff's Work Program was researched and presented to Judge Thompson and was met with favorable indicators and was recently and agreed to now signed by both Judge Thompson and Judge Brunner. Before the program goes into effect Policy and Procedure shall be created and approved by you. My concern is twofold, I do not wish to create additional work for staff and/ or create confusion about this program for the staff, courts, inmates or the general public. Our effort will be to make this as simplistic as possible with all the proper documentation.

Facility Statistics Overview are attached

Sincerely

Lt. Steven M. Pizzala CJM

JAIL STATISTICS FOR 07-01-2015 TO 09-30-2015

	ADULT MALES	ADULT FEMALES	ADULT OTHERS	JUVENILE MALES	JUVENILE FEMALES	JUVENILE OTHER	TOTAL
NUMBER BOOKED DURING THE DATE RANGE	175	63	0	0	0	0	238
NUMBER OF COUNTY RESIDENTS	100	44	0	0	0	0	144
NUMBER RELEASED FOR THE MONTH	167	61	0	1	0	0	229
AVERAGE STAY (IN DAYS)	25.10	13.85	0	12.00	0	0	22.05
ASIAN OR PACIFIC ISLANDER	0	0	0	0	0	0	0
BLACK	10	1	0	0	0	0	11
HISPANIC	6	1	0	0	0	0	7
AMERICAN INDIAN OR ALASKAN NATIVE	7	0	0	0	0	0	7
UNKNOWN	0	1	0	0	0	0	1
WHITE	152	60	0	0	0	0	212
NUMBER CHARGED WITH FELONIES	71	14	0	0	0	0	85
NUMBER CHARGED WITH MISDEMEANORS	92	39	0	0	0	0	131
NUMBER OF ALCOHOL-RELATE OFFENDERS	60	20	0	0	0	0	80

(APPENDIX H)