



Wexford County

HUMAN RESOURCES / PUBLIC SAFETY COMMITTEE

Brian Potter, Chair

NOTICE OF MEETING

The Human Resources / Public Safety Committee of the Wexford County Board of Commissioners will hold a regular meeting on Tuesday, March 28, 2023, beginning at 4:00 p.m. in the Commissioners' Room, 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE FEBRUARY 28, 2023 REGULAR MEETING MINUTES..... 1
- F. PUBLIC COMMENTS
Designated for topics on the agenda only.
- G. AGENDA ITEMS
 - 1. Sheriff's Monthly Report (*Sheriff/Undersheriff – February 2023*).....4
 - 2. MMR Monthly Update (*February 2023*)
 - 3. Emergency Management Monthly Report (*R. Boike – February 2023*)
 - 4. Central Dispatch Monthly Report (*D. Alworden – February 2023*).....9
 - 5. Veterans Services Monthly Report (*K. Cline – February 2023*) 11
 - 6. School Resource Officer Position Description 12
 - 7. Memorandum of Agreement – School Resource Officer 17
- H. CORRESPONDENCE
 - 1. Medical Examiner Report27
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
Open for any public comment.
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

COUNTY OF WEXFORD
HUMAN RESOURCES/PUBLIC SAFETY COMMITTEE
REGULAR MEETING MINUTES
February 28, 2023

The Human Resources / Public Safety Committee regular meeting was called to order by Chair Brian Potter at 4:00 p.m., in the Commissioners' Room, third floor, Historic Courthouse, 437 E. Division St., Cadillac, Michigan.

Members Present: Brian Potter, Kathy Adams, Michael Bush, and Gary Taylor

Members Absent: None.

Also Present: Duane Alworden, 911 Director; Randy Boike, Emergency Management Coordinator; Kathy Cline, Veterans Services Director; Alan Deveraux, MMR; Amy Fairchild, MMR Operations Manager Northwest; Megan Kujawa, Sr. Exec Admin Assistant; Kristi Nottingham, Treasurer; Joe Porterfield, County Administrator/Equalization Director; and Sheriff Trent Taylor.

ADDITIONS OR DELETIONS TO THE AGENDA

None.

APPROVAL OF THE AGENDA

A motion was made by Comm. Taylor and supported by Comm. Bush to approve the agenda. A vote was called, all in favor. Motion passed 4-0.

APPROVAL OF THE MINUTES

A motion was made by Comm. Taylor and supported by Comm. Adams to approve the January 24, 2023 Regular Meeting Minutes. A vote was called, all in favor. Motion passed 4-0.

PUBLIC COMMENTS

None.

AGENDA ITEMS

G.I. Sheriff's Office Monthly Report (January 2023)

Sheriff Taylor was present; a report was provided in the packet. Sheriff Taylor reviewed the report. Sheriff Taylor commented that he is continuing to work with Kalkaska County to go over the contract for housing their inmates.

Sheriff Taylor discussed with the committee his employee roster and stated that he is allotted 25.5 deputies; there are currently 21 with one retiring later this year. He is asking the committee to consider allowing him to recruit and send more deputy cadets to the academy in August.

Comm. Taylor clarified that the tuition will be funded via a grant; Sheriff confirmed this.

A motion was made by Comm. Taylor and supported by Comm. Adams to forward a recommendation to the full board to sponsor five deputy cadets to the academy in August with tuition funded from grants through the State. A vote was called, all in favor. Motion passed, 4-0.

G.2. MMR Monthly Update (January 2023)

Amy Fairchild, Operations Manager was present, a report was distributed prior to the meeting. Ms. Fairchild introduced herself to the committee. Ms. Fairchild stated that she is new to this position and has been learning about the relationship between Wexford County and MMR. Ms. Fairchild informed the committee the response and call out report times and stated staffing is making positive improvements. There is a paramedics class that is available to EMTs in the area with 30 openings and 22 of them are taken, the class takes place in April.

G.3. Emergency Management Monthly Report (January 2023)

Randy Boike, Emergency Management Coordinator, was present; a report was provided in the packet. The report was reviewed. He asked the committee if they would like him to attend an active shooter training later in March, it is five days long. This training would be to certify him to be an instructor.

Chair Potter stated that since this is a part time position and no outlook of becoming a full-time position that his suggestion is to work with the Sheriff on how to balance and equal his time between his two positions, making sure that he is keeping to the part-time hours.

G.4. Central Dispatch Monthly Report (January 2023)

Duane Alworden, Central Dispatch Director, was present; a report was provided in the packet. He stated that he is fully staffed and currently there are no issues or concerns.

G.5. Veterans Services Monthly Report (January 2023)

Kathy Cline, Veterans Services Director, was present; a report was provided in the packet. The report was reviewed. Mr. Schmitt and herself have been networking within the community.

G.6. Appointment to Northern Lakes Community Mental Health Authority Board

A motion was made by Comm. Adams and supported by Comm. Taylor to forward a recommendation to the full board to appoint Ms. Carol Blake to the Northern Lakes Community Mental Health Authority.

Chair Potter discussed that this position was previously filled by a Ms. Rose Denny and she has served for several years but since Ms. Blake had showed interest and her application was fitting for the position it is recommended to appoint Ms. Blake.

A vote was called, all in favor. Motion passed 4-0.

CORRESPONDENCE

H.1. Medical Examiner Report

Mid-Michigan Medical Examiner Group – January Report.

ADMINISTRATOR'S COMMENTS

Mr. Porterfield informed the committee that Comm. Taylor and himself purchased one of the three previously approved lots. He is waiting on the Church to be able to close on the others. The Health Department is paid off and there are a few clerical tasks in process that need to be taken care of concerning the deed.

PUBLIC COMMENTS

None.

COMMITTEE COMMENTS

None.

CHAIR COMMENTS

None.

ADJOURN

A motion was made by Comm. Taylor and supported by Comm. Bush to adjourn at 04:20 p.m. A vote was called, all in favor. Motion passed 4-0.

Brian Potter, Chairman

Megan Kujawa, Recording Secretary



OFFICE OF THE SHERIFF • WEXFORD COUNTY

Trent J Taylor
Sheriff

Richard R. Doehring
Undersheriff

Wexford County Office of the Sheriff

Monthly Report

FEBRUARY

2023

LAW ENFORCEMENT DIVISION

The Wexford County Sheriff's Office, Law Enforcement Division, is comprised of 19 sworn Officers; The Sheriff, Undersheriff, 1 Law Enforcement Lieutenant, 1 Detective Lieutenant, 1 Detective Sergeant, 4 Law Enforcement Sergeants, 10 Deputies and 2 Court Bailiff's.

The Law Enforcement Division received 487 calls for service. Of those calls, 179 reports were taken. As a result of those complaints taken, 31 arrests were made, and 38 citations were issued.

Law Enforcement Statistic Re-Cap:

Total Calls for Service	487
Total Complaints Taken	179
Felony/Misdemeanor Arrests	31
Citations Issued	38

COURT SECURITY/DEPUTY ARRESTS

Court Arrests	8
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TNT:

The Wexford County Sheriff's Office has one Deputy assigned to the Traverse City Narcotic Team.

Original Reports No Deputy is currently assigned.

Intelligence Reports

Arrests

Assist Other Agencies

CIVIL PROCESS:

The Law Enforcement Division provides Civil Process Services within the county for citizens, as well as for Courts and Prosecutor's Office.

Total Civil Papers Received	94
Total Civil Papers Completed	69

ADDITIONAL SERVICES:

In addition to the many services provided by the Wexford County Sheriff's Office, the Office provides Live Scan Fingerprinting, and Pistol Purchase Permits for individuals who wish to purchase a handgun from an individual. The office is also responsible for registering firearms purchased from citizens with the State of Michigan Firearms Unit.

<u>Live Scan Fingerprint:</u>		<u>Pistol Information:</u>	
Michigan School Employment	21	Pistol Permits Issued	7
Concealed Pistol Licensing	15	Denied Permits	0
Other	16	Indiv. Pistols registered	126
Court	3		
Total Prints.....	55		

ANIMAL CONTROL DIVISION:

The Wexford County Animal Control Division is comprised of two Animal Control Officers and is overseen by the Law Enforcement Lieutenant. The Animal Shelter has many volunteers that assist in taking care of the animals and advocating for their adoptions. The shelter took in 31 animals, adopting 16 and reuniting 6 with their owner(s).

<u>ACTIVITY:</u>	
Total Calls	24
Total Complaints/Reports	4
Animal Bites	1
Citations Issued	0
Animals Lodged in Pound	31
Animals Adopted Out	16
Animals Transferred to Rescue	0
Animals Claimed by Owners	6
Animals Euthanized	0

CORRECTIONS DIVISION:

The Wexford County Corrections Division is comprised of, 4 Sergeants, 17 Correctional Officers and is overseen by the Jail Lieutenant.

Average Daily Inmate Headcount	82
Total number of inmates Booked	84
Total Inmates Booked –Year to date	181
Total Number of Inmates Released	83
Number Released-Year to date	170
Transportation Costs/Month	\$0
Transportation Costs/Year	\$0
Jail Overcrowding/State of Emergency	NO

TRAININGS/RECOGNITIONS:


- March 1, 2023- Sgt. Rood, Deputies Sprik, T. Quiggin, Wetzig, G. Quiggin, Hoffman and Howard attended a four-hour drug interdiction presentation provided by Michigan State Police(MSP). The class was held at the Cadillac MSP post.

Wexford County Animal Shelter				Reporting Month February 2023					
The Wexford Count Board of Commissioners requires monthly submission of the following information in accordance with County Ordinance #35 Section3 (B).5 as amended. This report must be submitted to the Wexford County Board of Commissioners with 15 days of the end of the month. This is to be completed according to the guidelines for the Animal Shelter Annual Report -per Act 287. Section9(a) but on a reporting month basis.									
Type of Companion Animal received into the shelter reporting month	Total number of animals received by the shelter during the reporting month less than 6 months of age	Total number of animals received by shelter during reporting month at 6 months of age & older	Total number of animals by type received into the shelter during reporting month	Total number of animals type adopted during reporting month (at the time of adoption) per ref 1		Total number of animals by type sold during reporting month per ref 2	Total number of animals by type transferred to allowable entities during reporting month per ref 3	Total numbers of animal by type euthanized during reporting month	
				Altered	Not Altered			Shelter Animals	Owner Requested
Dogs	2	17	19	2	5	7	0	0	0
Cats	7	5	12	2	7	9	0	0	0

Financial Results	Cats Altered	Cats Not Altered		Dogs Altered	Dogs Not Altered		Total
Adoption Fees	0.00	0.00		30.00	75.00		105.00
Sterilization Deposits	0.00	175.00		0.00	125.00		300.00
Ordinance Fee Refunds							
Reclaim Fees	6 animals reclaimed						125.00
Donations Received							

References:

1. MCL 287.338.8a Sec (1)
2. MCL 287.388
3. MCL 287.338.7; MDARD-registered shelters, law enforcement agencies, or service dog organizations

Printed Name of Person Submitting the Report Jamie Stanhope	Date Submitted 03-02-2023
Submitter's Signature 	Phone 231-779-9530

Wexford County

Central Dispatch

Public Safety

Report

February

2023

CENTRAL DISPATCH

Total LEIN Responses 11,789

CAD GENERATED: INCIDENTS:

Sheriff Department	551
Animal Control	24
Michigan State Police	332
Cadillac Police Department	724
Manton Police Department	0
EMS Calls	526
Fire Calls	118
Support Services Calls	40
Central Dispatch	101
911 Hang up/Text Back	237

TOTAL CALLS FOR SERVICE 2653

TELEPHONE CALLS RECEIVED:

9-1-1 calls	409
Administrative Calls	2666
TOTAL CALLS RECEIVED:	3075

Wexford County Veterans Services

401 N. Lake Street, Cadillac, MI 49601

231-775-6654

Kathy Cline, Director

1 March, 2023

Veterans Services Monthly Report

February 2023 Overview

- Veterans in office visits-64
- Logged phone contacts-246
- Veterans who received emergency assistance -1
- Veterans ineligible/denied for emergency assistance - 0
- County Burial benefits and letters have been initiated-3
- County Burial Benefits ineligible-0
-

We saw 64 Veterans/Family during the month. We had 246 phone calls. Planning of the Expo continues. Charles got his PIV card. The counselor, Mike Coonan, continues to have 12-14 veterans in his group meetings twice a month. The veterans really like him and what he does for them. Everything is running smoothly here. Veterans are happy with the service they receive.



Kathy Cline, Director

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Human Resources/Public Safety Committee
FROM: Administration
FOR MEETING DATE: March 28, 2023
SUBJECT: School Resource Officer

SUMMARY OF ITEM TO BE PRESENTED:

The Wexford-Missaukee ISD has been awarded a 3-year grant to provide a School Resource Officer. All costs associated with the position will be fully funded by the grant and the ISD.

The following position description has been reviewed and approved by legal counsel and is presented for your consideration.

RECOMMENDATION:

Administration recommends the committee approve the presented position description.



WEXFORD COUNTY POSITION DESCRIPTION

Position: School Resource Officer, Wexford County Sheriff's Office
Adopted: March 28, 2023

A. Summary

The SRO is an MCOLES certified Law Enforcement Officer and can investigate and act appropriately when crimes are suspected or committed. The SRO is currently a limited duration, grant-funded contract position. The SRO supports and facilitates the educational process within the Wexford – Missaukee Intermediate School District Career Tech Center. The primary duty of the SRO is to maintain a safe and secure learning environment. This includes by establishing professional relationships with the students, parents, staff, and administrators. SROs often take on a mentor role with students, serving as a positive role model, helping in problem solving, while providing building security. The SRO will assist in developing strategies to resolve problems affecting youth and protecting all students, so that they can reach their fullest potential. The SRO position is not to be involved in enforcing school discipline. The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of school administrators unless the violation or misbehavior involves criminal conduct for which law enforcement intervention is required.

B. Responsibilities and Essential Duties and Functions

- Patrolling and monitoring the Career Center campus to maintaining school security.
- Provide truancy prevention and attendance support to the CTC by working with school districts, families, the justice system, and community partners to set and improve school participation standards.
- Work closely with principals and staff of the school to foster a better understanding of the Law Enforcement function to maintain a secure learning environment.
- Provide in-service training to help administrators be better prepared to deal with security related matters.
- Proactively work with the school's leadership team and collaborate with the school's administrative team on safety protocols and procedures.
- Assist with fire drills, and school lock-down drills.
- Provide classroom presentations on crime prevention and fundamental concepts and structure of the law. Instruct law related education, de-escalation techniques, and conflict resolution to students and staff.
- Improve any misperceptions of students regarding law enforcement through professional interactions .

- Serve as a visible and active Law Enforcement Officer on campus dealing with law related areas such as drugs, traffic, trespassing, fighting, thefts, truancy, and other criminal offenses.
- Ensure the safety of all by assisting in traffic enforcement before and after school.
- Investigate complaints involving any possible criminal school bus activities.
- Take Law Enforcement action to protect against unwanted intruders and identify and prevent delinquent behavior including substance abuse.
- Coordinate or make arrests when necessary to protect students, staff, and school property.
- Assist other Law Enforcement agencies, other state or local agencies involving local criminal activity that may impact the safety of the environment for students and staff.
- The SRO is responsible for familiarizing themselves with the school rules, handbook, and policies.
- Conduct security building checks for schools, guard, check and secure doors, rooms, buildings and equipment.
- Patrol district Property for suspicious activity, and unauthorized persons on campus.
- Conduct patrols of assigned facilities to include buildings, parking lots, and other district owned property, and operate equipment such as alarms, and video surveillance.
- Perform other duties as assigned by appropriate supervisor, in conjunction with the Wexford - Missaukee ISD/CTC administration.

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. The omission of an essential function does not preclude the Sheriff from assigning duties not listed herein to the position.

KNOWLEDGE, SKILLS, AND ABILITIES:

Comprehensive knowledge of the school campus, roads and principle locations in the County.

- Ability to use written/verbal skills to prepare accurate, concise and timely written records and reports.
- Ability to act quickly and calmly in emergencies.
- A high degree of skill in the use of firearms.
- A high degree of strength, agility, and physical endurance.
- Ability to enforce laws, rules and regulations in a professional manner with firmness and tact.

- Ability and demeanor to work regularly with and in the presence of school age children and young adults.
- Possession of a valid Michigan Motor Vehicle Operators License.
- Michigan Commission on Law Enforcement Standards (MCOLES) certified or certifiable.
- A polite and professional demeanor and ability to maintain exercise good judgment and sound reasoning.
- Meet all MCOLES licensing standards.
- Reasonable work experience, in law enforcement, corrections, or Military preferable.
- Compliance with all state laws pertaining to minimum age requirements.
- Employee of this class, upon appointment, shall be deputized with full authority for “enforcement” of the general criminal laws of this State” as specified by statute. Applicants cannot have a felony conviction or be a suspect in a case with the reasonable belief the applicant committed the felony
- Applicants must show a pattern of fiscal responsibility
- Applicants must have good moral character
- Must pass medical examination, drug screen, psychological evaluation, and background check
- Possession of a valid Michigan Motor Vehicle Operators License
- Prior law enforcement, criminal justice, or military experience is preferred
- Ability to operate office equipment, including computer, typewriter and calculator
- Skill in the use of firearms and other protective equipment.
- Reasonable knowledge of radio/telephone communications prefer

PHYSICAL REQUIREMENTS:

Tasks involve the regular and, at times, sustained performance of moderately physically demanding work and may require occasional lifting, carrying, pushing and/or pulling of heavy objects or materials (up to 100 pounds). Tasks that require moving objects of significant weight require assistance of another person and/or use of proper techniques and moving equipment. Tasks require extended periods of time standing and walking. Ability to walk, crawl, climb and maneuver where physical mobility is required .

ENVIRONMENTAL REQUIREMENTS:

Tasks are regularly performed inside and/or outside with potential for exposure to adverse conditions, (e.g., dirt, cold, rain, fumes).

SENSORY REQUIREMENTS:

Some tasks require manual dexterity, in addition to visual and hearing acuity. Some tasks may involve identifying and distinguishing colors. Some tasks require the ability to communicate orally and in writing.

DRAFT

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Human Resources/Public Safety Committee
FROM: Administration
FOR MEETING DATE: March 28, 2023
SUBJECT: MOA - School Resource Officer

SUMMARY OF ITEM TO BE PRESENTED:

The Wexford-Missaukee ISD has been awarded a 3-year grant to provide a School Resource Officer. All costs associated with the position will be fully funded by the grant and the ISD.

The following agreement has been reviewed and approved by legal counsel.

RECOMMENDATION:

Administration recommends the committee forward a recommendation to the full board to approve the Memorandum of Agreement for the School Resource Officer.

**MEMORANDUM OF AGREEMENT
(School Resource Officer)**

AN AGREEMENT FOR SCHOOL RESOURCE OFFICER LAW ENFORCEMENT SERVICES, effective August 1, 2023 through June 30, 2026, between the **WEXFORD COUNTY** (“County” and **THE WEXFORD COUNTY SHERIFF’S OFFICE** (“Sheriff”) and the **WEXFORD-MISSAUKEE INTERMEDIATE SCHOOL DISTRICT** (“School District”).

PURPOSE

The purpose of this Agreement is to establish and define the rights, responsibilities, and obligations of the Parties regarding the Sheriff’s assignment of a School Resource Officer (SRO) in the District through the support of the Fiscal Year (FY) 2023 School Resource Officer Grant Program (“SROGP”).

The County and Sheriff are willing and able to provide school resource law enforcement services to the School District.

The School District desires such law enforcement services for the benefit of students, staff and the community.

THEREFORE, the parties mutually agree:

AGREEMENT

1. **Term.** The County and Sheriff shall provide law enforcement services to the School District for a period of three years unless prematurely terminated by either party as authorized in this Agreement -- commencing not later than August 1, 2023. The Agreement and services can commence at an earlier date upon request by the School District and agreement by the County and Sheriff.

Either Party to this Agreement shall have the right to terminate this agreement, with or without cause, during the term of this Agreement by giving fourteen (14) calendar day written notice of termination to the other party. The School District will pay a termination fee equal to one year of service (\$60,000) for any termination without cause initiated by the School District which takes place prior to the expiration of this agreement on June 30, 2026.

2. **Scope of Services.** For purposes of this Agreement “Law Enforcement Services” consists of designating and assigning an individual School Resource Officer (“SRO”) to

provide law enforcement services such as patrolling School District Property during regular school hours while school is in session. School District Property shall be defined as:

“ALL PROPERTY OWNED BY THE WEXFORD-MISSAUKEE INTERMEDIATE SCHOOL DISTRICT, INCLUDING THE CAREER TECH. CENTER, GENERAL EDUCATION BUILDING, AGRISCIENCE/HEAVY EQUIPMENT BUILDING, SPECIAL SERVICES BUILDING AND PROPERTY USED TO CONSTRUCT HOMES ON.”

THE ENTIRE SCHOOL CAMPUS IS WITHIN THE SHERIFF’S OFFICE’S JURISDICTION.

The SRO may also be assigned to patrol agreed-upon special School District events, including but not limited to parents’ nights, extracurricular and other such ceremonies as specifically requested by the School District, and after approval by the Sheriff.

2.1 The primary function of the SRO will be on maintaining school security including complaints. The SRO shall not be involved in enforcing school discipline. The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of school administrators unless the violation or misbehavior involves criminal conduct for which law enforcement intervention is required. In situations authorized by the Sheriff, the SRO will support administration in observation, prevention, and investigation of student behavior/school policy violations.

2.2 While at School District campus the SRO shall cooperate with the employees of School District, but shall always remain subject to the ultimate jurisdiction and direction of the Sheriff or his/her designee. The SRO shall conduct him/herself in a professional manner and maintain a high level of respect and integrity within the school community.

2.3 The SRO will complete required applicable school staff training (Safe Schools Videos, and Seclusion and Restraint to name a few).

2.4 The SRO will also provide leadership related to security software platforms, staff training, some classroom education to students, including bringing in specialist to talk to children about drugs, general safety, how to deal with strangers, internet safety, etc..

2.5 The SRO assigned to the School District is and shall always remain under the Sheriff’s supervision, direction, and control. The SRO shall be directly accountable to the Sheriff with respect to his or her performance of Law Enforcement Services. The SRO will enforce applicable state laws, except as otherwise provided in this Agreement. The Sheriff shall be solely responsible for the management of the SRO assigned to the School District under this Agreement. Management shall be construed to include, but not be limited to, determining priority of investigation; determining what constitutes an emergency; determining job duties and assignments; and determining the adequacy of

motor vehicles deployed. The Sheriff will consult with the School District on routine or special matters as deemed appropriate.

3. Assignment and Schedule:

3.1 The SRO will be selected by the Sheriff with input from the School District Superintendent.

3.2 During the scheduled academic year, the SRO shall be scheduled on the basis of approximately, but not to exceed (unless specifically requested by the School District and authorized by the Sheriff), forty (40) hours per week. The schedule may be modified as needed by assigned SRO after consultation with the Sheriff and the School District.

3.3 In the event that the SRO is absent due to an extended illness, vacation, or leave of absence of greater, the Sheriff will attempt to temporarily fill the function or increase regular patrols if staffing levels permit. Priority will be placed on absences that will be multiple days in succession.

3.4 The Sheriff reserves the right to temporarily remove the SRO who is otherwise assigned to the School District in the event in his discretion upon notice to the School District, or in the event of an emergency that might exist outside the School District campus. In the event of an emergency, the Sheriff will return the SRO to school duties as soon as reasonably possible.

4. Equipment and Training.

4.1 The County shall provide a motor vehicle to be used for law enforcement services and any and all uniforms, weapons, insignia and general police equipment to be used by the SRO. The motor vehicle and equipment shall remain at all time the property of the County. The County and Sheriff shall be responsible for the costs of maintaining, equipping, insuring, and fueling the motor vehicle. The School District will reimburse the County for the cost of motor vehicle fuel used by the SRO to travel to training outside the County.

4.2 The School District will reimburse the County for the cost of ordering and cleaning uniforms for the SRO.

4.2 The School District will provide and maintain office and space to be utilized by the SRO assigned to the School District, and shall provide the SRO with a computer with internet access. The School District shall maintain telephone service to be utilized by SRO.

4.3 The Sheriff will provide all the necessary administrative services, supervision, and training for the SRO assigned to the School District.

4.4 The School District acknowledges the necessity for the SRO to be excused from duties for training, vacation, or sick leave.

4.5 The SRO shall receive such training as is necessary to permit the SRO to effectively advance the School District's educational mission in the context of his or her duties as SRO. Training topics, goals, objectives, and attendance shall be determined jointly by representatives of the School District and the Sheriff. Any training expenses, including meals, lodging and travel will be reimbursed by the School District or SROGP grant.

5 Access and Limitations on Shared Information.

5.1 The School District designates the SRO a "school official" as provided in the Federal Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g. An SRO may be provided access to security cameras and student records information maintained by the School District only as needed by the SRO to perform their duties as an SRO. An SRO may also be granted access to student records information in the event of an emergency threatening the health or safety of a student or other individual. The SRO may only re-disclose student records information with prior consent of both the School District and Sheriff and only consistent with the requirements of FERPA.

5.2 Records created and maintained by an SRO for the purpose of ensuring the safety and security of persons or property in the school and district, or for the enforcement of local, state, or federal laws or ordinances shall not be considered student records - even when such records may serve the dual purpose of enforcing school rules - and are not subject to the same prohibitions of access or disclosure by the SRO.

6. **Reimbursement**

6.1 It is expressly understood and agreed that the School District shall reimburse the County for the SRO services which it receives from the County under this Agreement. The County shall invoice and the School District shall reimburse the County quarterly throughout the duration of this Agreement. The invoice will include a report of hours worked, wages paid, pro-rata benefit costs, receipts for required trainings, uniforms, or other reimbursables under this Agreement, or any additional invoice requirements required by the SROGP grant. The quarterly reimbursement will not be discounted for early release days, no student days, or cancellation days for inclement weather. If the SRO position becomes vacant, there will be no charges to the School District unless and until the position is filled.

The compensation paid by the School District represents reimbursement to the County for actual cost of straight time wages and any requested and authorized overtime costs for the SRO, including but not limited to fringe benefits, uniform allowance, health, dental and life insurance, worker's compensation expenses, social security etc.) to provide the services to the School District, as well as any specialized training by the SRO to gain skills and experience related to his or her service as a SRO (including tuition, room and board, and travel expenses).

7. **Liability and Insurance.**

7.1 The School District assumes neither responsibility nor liability for the SRO executing his/her duties as a law enforcement officer, or for the operation of said police vehicle by the SRO. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County, and not the responsibility of the School District, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the County, any subcontractor, anyone directly or indirectly employed by the County, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County or its employees by statutes or court decisions.

7.2 The County shall will provide insurance for the motor vehicle used in the performance of the services described this Agreement, as well as general liability and workers' compensation insurance coverage for the SRO assigned to duty in the School District. "Insurance", insofar as vehicles and the SRO means the coverage provided by the County as of January 1, 2023. If the terms of the County's insurance coverage are modified, or if coverage is discontinued for any reason, the County shall notify the School District immediately.

- 7.3 All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the School District in the performance of this Agreement shall be the responsibility of the School District and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any School District employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the School District or its employees as provided by statute or court decisions.
- 7.4 In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the School District in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the School District in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, the School District or their employees, respectively, as provided by statute or court decisions.

8. Program Assessment.

- 8.1 The SRO activities and program will be assessed as needed or upon request of one or both Parties. The assessment will be conducted jointly between the Sheriff and School District.

The following areas, but not limited too, will be used by the Parties to evaluate the program:

- Cooperation and Collaboration between both entities
- Effectiveness of programs/trainings implemented through SRO
- Completeness and effectiveness of necessary emergency management procedures and policies and software platforms
- Overall school safety and school safety culture/climate

- 8.2 The points of contact for the administration of this Agreement are indicated below. All notices or other written communications shall be addressed as indicated below or as specified by a subsequent written notice delivered by the party whose address or authorized representative has changed.

Notices or other written communications required by or related to this Agreement shall be in writing and shall be delivered in one of the following manners:

1. In person;
2. By certified registered mail, return receipt requested, with all postage or charges prepaid; or

3. By electronic mail from an e-mail account for a point of contact indicated below to an e-mail account for a point of contact indicated below.

For the School District:

David J. Cox
Superintendent
Wexford-Missaukee Intermediate School District
9905 E. 13th St. Cadillac, MI 49601
dcox@wmisd.org
231-876-2262

For the County:

Gary Taylor
Wexford County Board of Commissioners Chair
437 E. Division St.
Cadillac, MI 49601
gtaylor@wexfordcounty.org
231-779-9453

For the Sheriff:

Trent Taylor
Wexford County Sheriff's
1015 Lincoln St.
Cadillac, MI 49601
ttaylor@wexfordcounty.org
231-779-9216

8 Non-Discrimination.

9.1 The Parties agree that they will not discriminate against any student or participant because of race, color, age, sex/gender, sexual orientation, gender identity, gender expression, religion, national origin, height, weight, marital status, disability, perceived disability, political affiliation, familial status, veteran status, genetic or other characteristic protected by law in the performance of programs and services under this Agreement, consistent with federal and state laws and with the non-discrimination policies of each Party.

9.2 Neither Party will discriminate against any 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, age, sex/gender, sexual orientation, gender identity, gender expression, religion, national origin, height, weight, marital status, disability, perceived disability, political affiliation, familial status, veteran status, genetic or other characteristic protected by law.

9.3 The School District, Sheriff and County shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations and policies prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq.), as amended, and regulations promulgated thereunder.

9.4 Breach of this section shall be regarded as a material breach of this Agreement.

10 **Waivers.** No failure or delay on the part of any of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. Moreover, and without limitation, nothing herein shall be construed to limit to any party the defense of governmental immunity.

11 **Non-Third-Party Beneficiary Contract.** This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

12 **Invalid Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. It shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

13. **Entire Agreement.** This Agreement is the complete and exclusive statement of the agreement between the Parties with respect to the subject matter thereof and supersedes all prior negotiations, representations, proposals, agreements, and other communications between the Parties either oral or written with respect to the subject matter thereof. This Agreement may only be amended by a written document signed by the Parties, by and through their duly authorized representatives.

14. **Controlling Law.** This Agreement shall be governed in accordance with the laws of the State of Michigan applicable to contracts entered into and wholly to be performed within the State of Michigan.

15 **Certification.** The individual signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the party for whom they are signing and by doing so does hereby bind the party to the terms of this Agreement.

SIGNATORIES

_____	_____
Superintendent, David J. Cox Date	Chair, Gary Taylor Date
Wexford-Missaukee Intermediate School District	Wexford County Board of Commissioners

Sheriff's, Trent Taylor

Wexford County Sheriff's 'Office

Monthly Report
Wexford County



Medical Examiner's Office

H.

As Of **February 28, 2023**

		Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sept 2023	Oct 2023	Nov 2023	Dec 2023	FY 2023	% +/- from prev.	FY 2022	FY 2021	FY 2020	FY 2019
# Cases Investigated by MMMEG		15	8											23	-3%	142	143	145	99
	Scene Investigations	10	6											16	1%	95	98	99	
	Cremation Permits	37	26											63	17%	323	374	292	217
Manner of Death																			
	Homicide	0	0											0	-100%	1	1	2	0
	Suicide	0	1											1	0%	6	3	6	7
	Accident	3	3											6	50%	24	26	26	30
	Natural	12	3											15	-15%	106	110	109	61
	Pending	0	1											1	50%	4	1		
	Indeterminate	0	0											0	-100%	1	2	1	0
Confirmed Drug Related Death																			
	Age <40yrs	0	1											1		8			
	Age >40yrs	0	0											0		3			
Special Cases																			
	UnClaimed Bodies	0	0											1	300%	1	5	3	1
	Unidentified Bodies	0	0											0		0	0	0	0
	Exhumations	0	0											0		0	0	0	0
Ordered																			
	Toxicology	3	4											7	68%	25	22	20	21
	Autopsy	0	0											0	-100%	8	7	9	5
Donations																			
	Whole Body Accepted	0	0											0	-100%	3	1	2	2
	Eyes/Cornea Accepted	0	1											1	100%	3	1	2	2