

January 22, 2013

The Regular meeting of the Otsego County Board of Commissioners was held in the County Building at 225 West Main Street, Room 100. The meeting was called to order at 9:30 a.m. by Chairman Lee Olsen. Invocation by Vice-Chairman Ken Borton, followed by the Pledge of Allegiance led by Bill Michaels.

Roll call:

Present: Clark Bates, Paul Liss, Lee Olsen, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton, Bruce Brown.

Absent: Paul Beachnau.

Motion by Commissioner Clark Bates, to approve the regular minutes of January 8, 2013 with attachments. Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to approve the reappointment of Paul Eckert to the Construction Board of Appeals with the term to expire on December 31, 2015. Ayes: Unanimous. Motion carried.

Motion to approve the Medical Examiner Budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

John Burt reported on the ice rink; 9-1-1 facebook page; Gaylord DDA Board; Groen nature preserve; recycling locations; facility space analysis.

Motion by Commissioner Paul Liss, to award the Cross Street and Hayes Road renovation project to Sunrise Construction in the amount of \$290,400. Funding, which includes construction, 5% contingency and architectural work, to come from the following:

- \$70,000 from the 249 Building Inspections Fund
- \$17,000 from the 499 Capital Projects Fund
- \$68,000 from the 516 Delinquent Tax Fund
- \$179,000 loan from 245 Public Improvement Fund to be repaid over a 10 year period by North Country Community Mental Health

Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, to approve the lease with North Country Community Mental Health as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Borton to go into closed session at the appropriate time to consider a personnel evaluation of the County Administrator pursuant to Section 8 (a) of the Open Meetings Act.

Roll Call Vote:

Ayes: Clark Bates, Paul Liss, Lee Olsen, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Absent: Paul Beachnau.

Motion carried.

Department Head Report:

Bill Michaels reported on the Sportsplex.

Motion by Commissioner Clark Bates, to approve the new rates for the Sportsplex as presented.

Ayes: Unanimous. Motion carried. (see attached)

Committee Reports:

Motion by Commissioner Clark Bates, to loan Otsego County Emergency Medical Services \$119, 073 from the Public Improvement Fund (Fund 245) for the purchase of a new ambulance with repayment over 4 years at a 4% interest rate. Ayes: Unanimous. Motion carried.

Motion by Commissioner Clark Bates, to provide a cash advance to the Bus System from the 516 Fund in the amount of \$45,000 effective 12/31/12 with payback by the Bus System within 90 days. Ayes: Unanimous. Motion carried.

Motion to reclassify the Prosecutor's Office Clerk II position to a Prosecutor Clerk III-Juvenile Specialist position with a 100% of the position's time to be dedicated to child support activities, and an hourly wage of \$15.11. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, to adopt Otsego County Ordinance 2013-1 repealing Ordinance No. 10 of 2005.

Roll Call Vote:

Ayes: Clark Bates, Paul Liss, Lee Olsen, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Absent: Paul Beachnau.

Motion carried. (see attached)

Roberta Tholl reported on the Road Commission.

Correspondence:

Chairman Lee Olsen received a letter from NEMCOG.

New Business:

Motion by Commissioner Richard Sumerix, to approve the January 15, 2013 Warrant in the amount of \$402,569.14 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, to approve the January 22, 2013 Warrant in the amount \$265,371.89 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Bruce Brown, to approve the Mutual Aid Box Alarm System Agreement as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Erma Backenstose, to approve the 2013 General Fund/Jail Budget Amendment as presented. Ayes: Unanimous. Motion carried. (see attached)

Public Comment:

Brenda Cross addressed the Board.

Vicki Courterier announced to the Board that George Mertz has been appointed as the new Circuit Court Judge.

Board Remarks:

Commissioner Clark Bates- City Council meeting.

Commissioner Rich Sumerix- Consortium.

Commissioner Paul Liss- Community mental health meeting.

Commissioner Erma Backenstose- Sportsplex.

Entered into closed session at 10:50 a.m.

Returned to open session at 11:15 a.m.

Motion by Vice-Chairman Ken Borton, to approve the employment agreement with John Burt as presented with additional funding for 2013 to come from 2012 General Fund, fund balance. Ayes: Unanimous. Motion carried.

Meeting adjourned at 11:20 a.m.

Lee F. Olsen, Chairman

Susan I. DeFeyter, Otsego County Clerk



OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: General Fund/Medical Examiner Dept

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE To allocate funds for medical examiner training

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101-648-704.400 Education and Training	\$1,000	\$
101-648-930.500 Travel	\$500	\$
101-941-999.010 Contingency	\$	\$1,500
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$1,500	\$1,500

Department Head Signature

Date

Administrator's Signature

Date

1/22/13

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

Finance Department
Entered:
By:

AN AGREEMENT

between

COUNTY OF OTSEGO
A Body Corporate

At 225 West Main Street, Gaylord, Michigan 49735

and

NORTH COUNTRY COMMUNITY MENTAL HEALTH

An agreement made and entered into this 22nd day of January in the year of 2013 by and between County of Otsego, as Lessor and the North Country Community Mental Health.

1. **Premised Land.** The Lessor hereby agrees to lease to the Lessee 7,200 square feet of the Premises located at 1068 Cross Street commonly referred to as the "Cross Street Building" in the Township of Livingston, County of Otsego, State of Michigan (the "Premises").
2. **Term.** To have and to hold said Premises with all appurtenances for a term of ten (10) years beginning on the 1st day of July, 2013 and ending on June 30, 2023.
3. **Existing Lease.** The Existing Lease with the Lessee for the Ground Floor of the Alpine Center Building at 800 Livingston Boulevard shall be consideration terminated upon commencement of this Agreement.
4. **Holding Over.** The Lessor has the absolute right to withhold its consent to any proposed holdover. If Tenant remains in possession of the Premises after the Termination Date with Landlord's consent, it will occupy the Premises as a holdover tenant on a month-to-month basis. Tenant will be subject to all the terms of this Lease to the extent they can be applied to a month-to-month tenancy.
5. **Rent.** Lessee shall pay Lessor base rent in the amount of Thirty-Four Thousand Seven Hundred Nineteen and 85/100 dollars (\$34,719.85) per year, payable in installments of Two Thousand Eight Hundred Ninety-Three and 32/100 dollars (\$2,893.32) per month, with monthly payments due on the first of each month. In addition to the base rent the Lessee shall pay Lessor an amount of \$17,900 per year to repay the expense of construction work initiated on this facility by the County at the request of the Lessee, payable in installments of One Thousand Four Hundred Ninety-Two and 67/100 dollars (\$1,491.67) per month, with monthly payments due on the first of each month.

6. **Cancellation**. Upon any willful breach, or upon default of any of the terms and conditions herein, or upon any willful breach or default of any of the terms and conditions located within all agreements between Lessor and Lessee, this Lease shall be deemed forfeited by Lessee and cancelled by the Lessor; provided, however, that the Lessor shall give notice to Lessee of any breach or default, and Lessee shall have thirty (30) days in which to cure any defaults.

Should this Lease be terminated, cancelled or forfeited due to the willful breach by the Lessee, the Lessee shall peaceably give up to the Lessor the leases Premises in as good a condition as at the beginning of the term hereof, reasonable use and wear thereof and damage by the elements excepted. Improvements, additions or other construction made thereon by the Lessee shall become the property of the Lessor; however, Lessee may remove personal property and trade fixtures which can be removed without causing material damage to the Premises.

Should it be necessary to terminate the lease early, the Lessee shall be responsible for any outstanding payments for the construction services funded by the County as part of this Lease.

7. **Services Provided by Lessor**. The Lessor shall furnish the following services:
- a. Ground Maintenance including all upkeep and cleaning of grounds as necessary
 - b. Parking Lot including the cleaning and maintenance of parking area, and for snow removal and lawn maintenance in a reasonable and timely manner.
8. **Services Provided by the Lessee**. The Lessee shall furnish at its own expense the following services:
- a. Utilities – Tenant shall pay for electric service, heat, sewer and water services.
 - b. Janitorial Services – Each tenant shall be responsible for cleaning service of their unit(s).
9. **Obligation to Maintain and Repair**. The Lessee shall reimburse the Lessor for any repairs to the premises from damage, which exceeds normal wear and tear to be expected from lawful and proper use of the premises and the sole cause of which was the negligent acts or omissions of Lessee's employees.

The Lessee shall notify the Lessor or his agent of the need for any repairs or replacements, which are not the responsibility of the Lessee. The Lessor may enter upon the premises at any reasonable time for the purpose of inspection thereof to determine whether repairs or replacements are required and for the purpose of making such repairs and replacements.

10. **Alterations**. Tenant shall make no alterations, decorations, additions or improvements in or to demised premises without the written consent of the landlord first had and obtained, except those changes required by Tenant to accommodate necessary equipment to be installed at Tenant's expense.

11. **Signage**. Unit signs shall be limited to the Register located in building lobby.

Tenant will not cause or permit to be placed on the doors, windows, wall, fronts or sides of said building, or said demised premises or elsewhere in said building, any signs, placards, pictures, displays or other reading or advertising matter without the written consent of Landlord; and Tenant agrees that Landlord may, without notice, remove and destroy such signs, placards, pictures, etc. so placed without its consent.

12. **Insurance**. Tenant shall maintain and furnish proof of the following insurance: liability insurance covering both property damage and personal injury with minimum coverage of \$1,000,000 per occurrence, and shall name the Lessor as a named additional insured. Lessee shall furnish a copy of the insurance policy to Lessor on Lessor's request. Landlord agrees to maintain fire insurance on the building of the demised premises, and tenant agrees to maintain fire insurance on the contents of the demised premises.

13. **Mutual Indemnification**. Tenant will indemnify and defend Landlord against all claims for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the Premises; (b) the use or misuse of the Premises or common areas by Tenant or its agents, contractors, or invitees; or (c) any event on the Premises or common areas, whatever the cause. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or for Landlord's intentional misconduct. Landlord will indemnify and defend Tenant against all claims for bodily injury or property damage relating to the common areas of the Property. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the common areas; (b) the use or misuse of the common areas by Landlord or its agents, contractors, or invitees.

14. **Successors and Assigns**. The covenants, conditions, and agreements made and entered into by the parties hereto, are hereby declared binding upon the successors and assigns of the Lessor, and upon their heirs, administrators, executors, and assigns of the Lessee.

15. **Transfer of Interest**. It is further agreed that the Lessee shall not assign or transfer this Lease, nor sublet any of the Premises, including the buildings or improvements thereon, except as herein provided, without the written consent and approval of the Lessor, which shall not be unreasonably withheld.

16. **Use of the Premises.** Tenant will not use the Premises in any matter which violates the Building Rules or Applicable Laws. The Building Rules may be amended by Landlord in its sole discretion.

17. **Compliance with Federal Circular A-87.** The Lessor acknowledges that Lessee is responsible for compliance with the provisions of Federal Circular A 87 pursuant to the requirements of its contract with the Michigan Department of Community Health regarding real property lease payments. Such requirements prevent Lessee from making lease payments in amounts that exceed the Lessor's cost attributable to the portion of the leased premises occupied by the Lessee. To assure compliance, Lessor agrees to provide a description of property cost allocations to Lessee on an annual basis, on or before November 30th.

18. **Notices.** Notices required under this Agreement shall be deemed proper if duly sent by United States First Class mail or via facsimile and addressed to the parties at the following address:

LESSOR: Otsego County
Attn: John Burt
County Administrator
225 W. Main Street
Gaylord, MI 49735

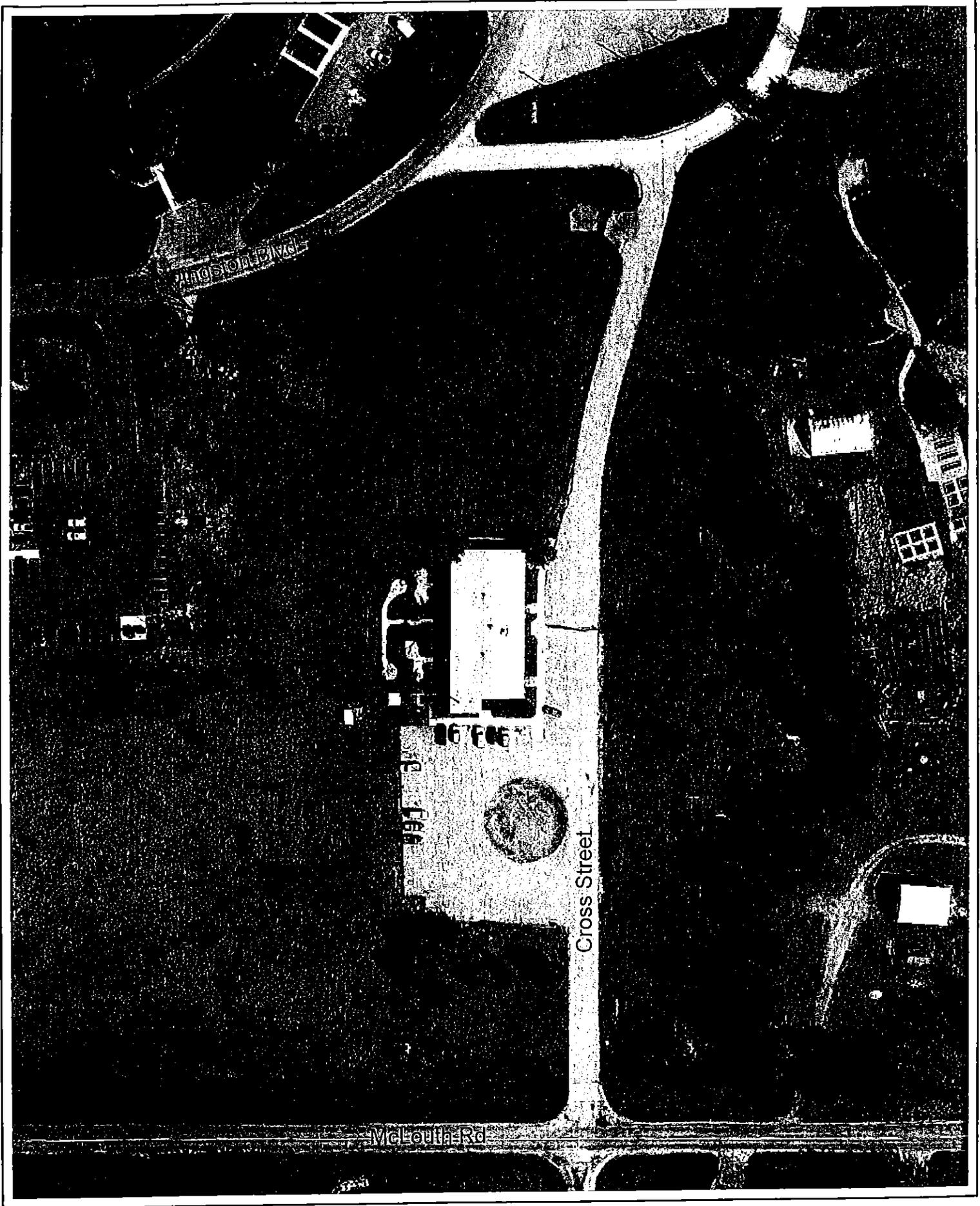
LESSEE: North Country Community Mental Health
Attn: Alexis Kaczynski
One MacDonald Drive, Suite A
Petoskey, MI 49770

19. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Lessor and the Lessee superseding all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Lessor and the Lessee. Nothing contained in this Agreement, nor the performance of the parties hereunder, shall inure to the benefits of any third party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the _____ Day of _____, 2013.

LESSOR:
OTSEGO COUNTY
BY: _____
Its: _____

LESSEE:
NORTH COUNTRY COMMUNITY
MENTAL HEALTH
BY: _____
Its: _____



Cross Street Building

Scale: 1" = 100'

Date of Photography: Spring, 2010



Committee Reports

A. Budget & Finance Committee

4. Sportsplex Fee Schedule

The Sportsplex Board met on Wednesday, January 9, 2013 and voted to request a rate increase of \$.50 per person for the public swim and public skate sessions. The increases will be as follows:

- | | | |
|----------------------------|-----------------------|-------------------------|
| • In county child | current \$2.50 | proposed \$3.00 |
| • Out county child | current \$3.00 | proposed \$3.50 |
| • In county adult | current \$3.00 | proposed \$3.50 |
| • Out county adult | current \$3.50 | proposed \$4.00 |
| • In county senior | current \$2.00 | proposed \$2.50 |
| • Out county senior | current \$2.50 | proposed \$3.00 |
| • In county family | current \$8.50 | proposed \$10.00 |
| • Out county family | current \$10 | proposed \$11.00 |
| • Skate rental | current \$3.00 | no increase |

The last increase to these rates went into effect on 1/1/2008. The current rate increase, if approved, would take effect on 4/1/2013. Hourly rental rates will not be affected by this proposed increase.

ORDINANCE NO. 2013-1

**COUNTY OF OTSEGO
MICHIGAN
ORDINANCE TO REPEAL ALARM ORDINANCE**

An ordinance to repeal Otsego County Ordinance Number 10 of 2005, the Alarm Ordinance.

THE COUNTY OF OTSEGO, MICHIGAN, HEREBY ORDAINS:

SECTION ONE: The following ordinance is hereby repealed and declared to be of no further effect:

- A. Ordinance No. 10 of 2005, "An ordinance relative to registering private alarms through the County's 9-1-1 Department."

SECTION TWO: EFFECTIVE DATE

This Ordinance was adopted by the County of Otsego, Michigan on the 22nd of January , 2013, and was ordered to be made effective 50 days following its publication.

Adoption of the Ordinance was moved by _____ .

YEAS:

NAYS:

ORDINANCE DECLARED ADOPTED ON JANUARY 22, 2013.

COUNTY OF OTSEGO
ALARM ORDINANCE NUMBER 10

AN ORDINANCE TO REGULATE THE USE OF SECURITY, FIRE AND MEDICAL ALARM SYSTEMS WITHIN OTSEGO COUNTY FOR THE PURPOSE OF MINIMIZING FALSE ALARMS BY PROVIDING FOR DEFINITIONS, REGISTRATION OF SYSTEMS, RESPONSES TO ALARMS AND VERIFICATION OF FALSE ALARMS BY LAW ENFORCEMENT, FIRE AND EMERGENCY MEDICAL SERVICE, DEACTIVATION OF SYSTEMS, CANCELLATION OF ALARM DISPATCHES, WARNING NOTICES REGARDING FALSE ALARMS, VIOLATIONS, EXCEPTIONS, SANCTIONS FOR VIOLATIONS, ENFORCEMENT, CONSTRUCTION, SEVERABILITY AND AN EFFECTIVE DATE.

THE COUNTY OF OTSEGO ORDAINS:

Section 1. Title. This Ordinance may be referred to as the "Otsego County Security, Fire, and Medical Alarm Ordinance."

Section 2. Purpose. The purpose of this Ordinance is to minimize the occurrence of false alarms of alarm systems in Otsego County that requires the response of the Law Enforcement, Fire and/or Emergency Medical Service thereby allowing for better and wiser utilization of personnel.

Section 3. Definitions. For the purposes of this Ordinance the terms listed shall have the following meanings:

- 3-1. The term "County" means the County of Otsego.
- 3-2. The term "Department" could refer to Otsego County Sheriffs Department, Gaylord Police Department, Michigan State Police, any Fire Department involved, and the Otsego County Emergency Medical Service.
- 3-3. The term "false alarm" means the activation of an alarm system through mechanical failure, malfunction, improper installation, or the negligence of the owner or lessee or an employee or agent of the owner or lessee of the system. The term shall not include any activation of an alarm system in any way resulting from an attempted illegal entry or other criminal activity, or fire, or medical situation.
- 3-4. The term "alarm system" means a detection device or an assembly of equipment and devices arranged to signal the presence of a hazard, fire or medical situation, requiring urgent attention and to which law enforcement, fire or Emergency Medical Service personnel are expected to respond. The term shall include any system that can electronically cause an expected response from any of these agencies to a premises by means of the activation of an audible signal, visible signal, electronic notification, or video signal, or any combination of these signals, to remote monitoring location on or off premises. The term shall not

include a video signal that is not transmitted over a public communication system, an alarm system that monitors temperature, humidity, or other conditions not directly related to the detection of an unauthorized intrusion into a premises or attempted criminal activity at a premises, possible fire or medical emergency.

- 3-5. The term "security alarm system contractor" means a sole proprietorship, firm, company, partnership, limited liability company, or corporation engaged in the installation, maintenance, alteration, monitoring, or servicing of security alarm systems or who responds to a security alarm system. The term does not include a business that only sells or manufactures security alarm systems unless the business services or installs security alarm systems or monitors or arranges for the monitoring of a security alarm system, or responds to security alarm systems at the protected premises.

Section 4. Registration of Security Alarm Systems. To allow for prompt notification whenever an emergency signal is transmitted by a security alarm system, each owner or lessee of a security alarm system is required to register the security alarm system with the Otsego County 9-1-1 by providing them with the following information:

- a. Name, address, nearest intersection, and telephone number of the premises where the alarm system is installed,
- b. Name and address of the primary residence of the owner or lessee of the alarm system and a telephone number at which the owner or lessee may be contacted in the event of an emergency signal or false alarm,
- c. Name, address, telephone number, and state license number of the security alarm system contractor servicing or monitoring the system, if applicable, and
- d. Name, address and telephone number of at least one representative key holder of the owner or lessee who may be contacted at any time, day or night, to promptly respond to deactivate the system.
- e. The annual registration fee for an alarm site shall reflect the administration costs of the county as determined by Otsego County of Board of Commissioners Resolution.

Notwithstanding the foregoing, it will be the responsibility of any alarm system contractor that activates a new system or reactivates an existing system in the County to assure that the system is registered annually as provided in this section.

The information provided to the Otsego County 9-1-1 to register the alarm system must be kept current at all times by the owner or lessee of the system.

Section 5. Department Response to Alarm; Verification. Whenever a department responds to the activation of an alarm system, the personnel on the scene of the activated

system will inspect the area protected by the system and will determine whether the activated alarm was a verifiable breach due to an attempted illegal entry, possible fire, or medical issue, or whether it was a false alarm.

Section 6. Deactivation Upon Department Request; Violation. The owner or lessee or an alarm system or its designated representative key holder shall respond to deactivate the system upon the request of the responding Department. A person violating this section will be responsible for a civil infraction.

Section 7. Cancellation of Alarm Dispatch. A Department may, without notice to the owner or lessee of a security alarm system, cancel a dispatch with respect to any Department in the following circumstances:

- a. When a second alarm occurs within eight (8) hours of a false alarm and the owner, lessee or representative key holder is unavailable to promptly deactivate the system.
- b. When an alarm is determined by a Department to be caused by a condition described under subsection 9-5 of this Ordinance.
- c. When an alarm is determined by a Department to be a nuisance alarm due to repeated activation where a sensor is responding to a stimulus that is not verifiable, resulting in the repeated waste of a Department's resources. Causes may include unlocked or unsecured doors or windows, public access to alarmed areas, or similar stimuli.
- d. Based upon any Department's priorities regarding emergencies.

When an alarm dispatch is cancelled under this section, the alarm shall not be considered a false alarm.

Section 8. Warning Notice Regarding False Alarm; Violations.

- 8-1 **First and Second False Alarm Events.** After an initial false alarm of an alarm system requiring a response by a Department, the owner or lessee shall be given a written warning indicating that further false alarms of the system may subject the owner or lessee to responsibility for a civil infraction. This written warning shall be delivered to the owner or lessee personally or mail. The Otsego County Central Dispatch/9-1-1 will send out this written warning correspondence.
- 8-2 **Third False Alarm Event.** After the second false alarm of an alarm system requiring a response by a Department, the owner or lessee shall be given a written warning indicating that further false alarms of the system may subject the owner or lessee to responsibility for a civil infraction. This written warning shall be delivered to the owner or lessee personally or by registered or certified mail, return receipt requested.

- 8-3 Fourth and Subsequent False Alarm Events. Except as provided in section 9, an owner or lessee who has been given a written warning under subsection 8-1 of this Ordinance and allows a second or subsequent false alarm of the same alarm system within a one-year period requiring a response by a Department will be responsible for a municipal civil infraction. Each such false alarm events shall constitute a separate violation

Section 9. Exceptions. The following shall not count toward a violation or constitute a violation of this Ordinance:

- 9-1 A false alarm occurring within the first sixty (60) days after registration of the system as provided in section 4 of this Ordinance.
- 9-2 A false alarm that is accidentally set off by the owner or lessee or an employee or employee or agent of the owner or lessee of the system who notifies the 9-1-1 dispatch center within three (3) minutes that it is a false alarm that does not require a response.
- 9-3 A false alarm for which corrective measures have been instituted within seventy-two (72) hours after receipt of a written warning from 9-1-1 and documentation of the measure(s) taken is provided to the 9-1-1.
- 9-4 A false alarm caused by activation of the alarm system while being serviced if 9-1-1 has been given sufficient advance notification regarding the service.
- 9-5 A false alarm caused by weather, utility disruption outside of the premises where the alarm system is installed, or other event or condition of a similar nature beyond the reasonable control of the owner or lessee of the system or an employee or agent of the owner or lessee.

Section 10. Sanctions.

- 10-1. Civil Fine. The sanction for a violation of this Ordinance, which is a civil infraction, shall be a civil fine in the amount provided for in Section 11 of this Ordinance plus any costs. Damages, expenses and other sanctions, as authorized under Chapter 87 of 1961 PA 236, as amended, and other applicable laws.
- 10-2. Additional Remedies. In addition to enforcing a violation of this Ordinance as a civil infraction, the County may initiate proceedings in a court of competent jurisdiction to abate or eliminate a violation or to seek other equitable and/or legal relief.

Section 11. Schedule of fees: See Appendix A

Section 12. Enforcement.

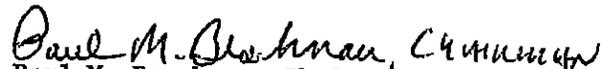
12-1 Authorized Enforcement Officials. The Otsego County Sheriff Department or the Gaylord Police Department shall have the authority to enforce this Ordinance and to issue and serve civil infraction notices and citations for violations of this Ordinance, for all Departments, at the direction of the 9-1-1 Director. (Copy of report to County Prosecutor).

Section 13. Construction. This Ordinance shall not be construed to create any duty, responsibility, or liability on the part of any of the Departments or Otsego County, its officers, employees or agents, to any owner or lessee of an alarm system, or to any person or for any property relative to any alarm system; nor shall this Ordinance be construed to limit or decrease the statutory or common law powers and duties of the Departments.

Section 14. Severability. The invalidity of any clause, sentence, paragraph or part of this Ordinance shall not affect the validity of the remaining parts of this Ordinance.

Section 15. Effective date. This Ordinance shall take effect sixty (60) days after publication

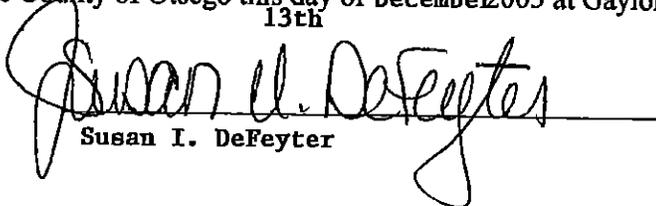
Adopted: December 13, 2005


Paul M. Beachnau, Chairman
Otsego County Board Commissioners

State of Michigan
County of Otsego

I, **Susan I. DeFeyter** Clerk of the County Otsego and of the County Board of commissioners, do hereby certify that the foregoing Ordinance was adopted by a majority vote of the Board on **December 13, 2005.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County of Otsego this day of ~~December~~ ^{13th} 2005 at Gaylord, Michigan.


Susan I. DeFeyter

Clerk of Otsego County

Appendix A:

FINES

Fines are one of several tools to discourage false alarms, encourage compliance and hasten the application of corrective actions to avoid false alarms.

Appendix A:

FINES AND FEES

Fees are for reimbursing 9-1-1, Otsego County, and participating departments for costs incurred for registering, inspecting, and authorizing alarm systems coming into Otsego County 9-1-1.

Alarm registration fees are as follows:

- A. Residential (\$ amount determined by resolution)
- B. Commercial (\$ amount determined by resolution)
- C. Non-Profit (\$ amount determined by resolution)
- D. Government (\$ amount determined by resolution)
- E. All Other (\$ amount determined by resolution)

Resolution Attached

Fines are one of several tools to discourage false alarms, encourage comp application of corrective actions to avoid false alarms.

A. To reduce the occurrence of false alarms, the owner or lessee of an alarm sy County the following sums for each occasion that the alarm is activated and ...poned to by the Police, Emergency Medical Service and/or Fire Division in any of the following cases:

CR-06-09

First call in the calendar year.....	No Charge
Second call in the calendar year.....	No Charge
Third call in the calendar year.....	No Charge
Fourth call in the calendar year.....	
Fifth call in the calendar year.....	\$100.00
Sixth call in the calendar year.....	200.00
Seventh call in the calendar year.....	300.00
Eighth call in the calendar year.....	400.00
Ninth call in the calendar year.....	500.00
Tenth call in the calendar year.....	500.00
All additional calls in a calendar year.....	500.00
	1,000.00

B. All sums not paid within thirty (30) days of the invoice date shall have interest added to the unpaid portion until paid in full, with interest calculated monthly at a rate equal to one percent (1%) of the unpaid portion.

C. The county shall have the right to use any reasonable means to collect past due amounts or to deter recurring false alarms at the same address, including the institution of ordinance violation proceedings, use of a collection agency, revoking licenses, filing a civil action and/or the institution of civil proceedings for injunctive relief or court-ordered abatement of nuisances.

D. The owner or lessee of an alarm system shall have the opportunity to appeal any false alarm fines by filing a written request for same with the 9-1-1 Director within thirty (30) days of receipt of an invoice from the county. The request to appeal any false alarm fines must be accompanied by a written explanation for activation of the alarm. The 9-1-1 Director shall schedule the matter for review by an administrative board consisting of the 9-1-1 Director and minimum of two (2) members of the 9-1-1 Users Board. If the board determines that the alarm was erroneously deemed a "false alarm" or was activated because of an emergency or by circumstances in which the false alarm was

not avoidable by the use of due card, the board may waive the fine. If the board determines that the alarm was improperly installed or maintained or that the alarm equipment is defective, the fee shall not be waived. The findings and decisions of the board shall be in writing and filed with the office of the 9-1-1 Director. No more than two (2) false fines per calendar year at the same address shall be waived.

E. The distribution of fees and fines to recover costs to the responding agency, Otsego County Central Dispatch, and Otsego County shall be determined by Otsego County 9-1-1 Users Board, and approved by the Otsego County Board of Commissioners unless delegated to the 9-1-1 Users Board.

MICHIGAN MUTUAL AID BOX ALARM SYSTEM AGREEMENT

Effective Date: _____

BETWEEN

PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES TO THIS INTERLOCAL AGREEMENT

This Agreement is entered into between the participating units of local government "Parties" that execute this Agreement and adopt its terms and conditions as provided by law.

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and,

WHEREAS, the Urban Cooperation Act, of 1967, 1967 PA 7, MCL 124.501, et seq., provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and,

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and,

WHEREAS, the Parties have determined that it is in their best interests to form an association to provide for communications procedures, training, and other functions

to further the provision of said protection of life and property during an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and

WHEREAS, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the Parties agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as natural disasters and man-made catastrophes, no political subdivision possesses all the necessary resources to cope with every possible Emergency, Disaster or Serious Threat to Public Safety, and an effective, efficient response can be best achieved by leveraging collective resources from other political subdivisions. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is the most desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non-

possessive, either within or without quotation marks, shall be defined and interpreted as follows:

- A. "Agreement" means Mutual Aid Box Alarm System Agreement.
- B. "Mutual Aid Box Alarm System" ("MABAS") means a definite and prearranged plan whereby response and assistance is provided to a Requesting Party by an Assisting Party in accordance with the system established and maintained by MABAS Members;
- C. "Party" means a political subdivision which has entered into this Agreement as a signatory;
- D. "Requesting Party" means any Party requesting assistance under this agreement;
- E. "Assisting Party" means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;
- F. "Fire Services" means any organized fire department lawfully organized as a firefighting force in this state and Special Operations Teams including, Hazardous Materials Teams, Search and Rescue/Technical Rescue Teams and Incident Management Teams recognized by the MABAS Executive Board. Fire Services also includes Emergency Medical Response recognized by the MABAS Executive Board.
- G. "Emergency" means an occurrence or condition in a Party's jurisdiction which results in a situation of such magnitude and/or consequence that it

cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;

- H. "Disaster" means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;
- I. "Serious Threats to Public Health and Safety" means other threats or incidents such as those described as Disasters, of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;
- J. "Division" means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;
- K. "Training" means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS;
- L. "Executive Board" means the governing body of MABAS composed of Division representatives.

- M. "Effective Date" means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located.

SECTION THREE

Executive Board of MABAS

An Executive Board shall be established to consider, adopt, and amend needed rules, procedures, by-laws and any other matters deemed necessary by the Parties. The Executive Board shall consist of a member elected from each Division of MABAS who shall serve as the voting representative of said Division of MABAS matters, and may appoint a designee from his or her Division to serve temporarily in his or her stead. Such designee shall have all rights and privileges attendant to a representative of the Division.

A President and Vice President shall be elected from the representatives of the Parties and shall serve without compensation. The President and other officers shall coordinate the activities of the MABAS Association.

SECTION FOUR

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures, and bylaws of the MABAS Association, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION FIVE

Rules and Procedures

Rules, procedures, and by laws of the MABAS Association shall be established by the Member Units via the Executive Board as deemed necessary for the purpose of administrative functions, the exchange of information, and the common welfare of the MABAS.

All members of Michigan MABAS must be signatories to the Michigan Emergency Management Assistance Compact (MEMAC).

SECTION SIX

Authority and Action to Effect Mutual Aid

- A. The Parties hereby authorize and direct their Director of EMS or his or her designee to take necessary and proper action to render mutual aid from the other Parties in accordance with the policies and procedures established and maintained by the MABAS Association.
- B. Upon the Director's receipt of a request from another Party for Fire Services, the Director of EMS shall have the right to commit the requested Fire Services to the assistance of the requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Responding Party. The judgment of the Director or his or her designee, of the Responding

Party shall be final as to the personnel and equipment available to render aid.

- C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

SECTION SEVEN

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall at all times remain employees of the Assisting Party, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.

Personnel dispatched intrastate to assist a party pursuant to this Agreement continue to enjoy all powers, duties, rights, privileges, and immunities as provided by Michigan Law. When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC), the Parties shall adhere to all provisions of the EMAC. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander of the Requesting Party.

SECTION EIGHT

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. The Parties reserve the right to waive any charges to a Requesting Party.

SECTION NINE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Parties to the MABAS Executive Board.

SECTION TEN

Liability

Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Fire Services or for leaving the scene of an Incident with proper notice after responding to a request for service.

SECTION ELEVEN

No Waiver of Governmental Immunity

All of the privileges and Immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents, or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

SECTION TWELVE

Term

- A. The existence of the Association commences on the Effective Date and continues until terminated in accordance with this Section.
- B. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the Association. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the Association remains composed of at least two (2) Parties. Parties withdrawing from the Association and subsequently requesting a mutual aid resource from an Association member may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the Executive Board.
- C. This Agreement shall continue until terminated by the first to occur of the following:
 - (i) The Association consists of less than two (2) Parties; or,
 - (ii) A unanimous vote of termination by the total membership of the Executive Board.

SECTION THIRTEEN

Miscellaneous

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
- B. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- C. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office, and official required by law. The undersigned unit of local government or public agency hereby adopts, subscribes, and approves this Agreement to which this signature page will be attached, and agrees to be a party and be bound by the terms.
- H. Compliance with Law. The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.
- I. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.

- J. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.
- K. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.
- L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- M. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the person appointed to the governing board by the governing body of the participating agency.

Political Entity

Chief Executive Official

Date



OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: General Fund/Jail

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE Tinting of jail control room glass per state requirements.

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101-351-920.500 Repairs and Maintenance	\$3,333	\$
101-941-999.010 Contingency	\$	\$3,333
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

Department Head Signature _____ Date _____

Administrator's Signature _____ Date _____

1/22/13

Financial Department
Entered:
By:

Board Approval Date (if necessary) _____ Budget Adjustment # _____ Posting Number _____