

March 10, 2009

The Regular meeting of the Otsego County Board of Commissioners was held in the Multi-Purpose Room of the J. Richard Yuill Alpine Center. The meeting was called to order at 9:45 a.m. by Chairman Glasser. Invocation by Commissioner Bates, followed by the Pledge of Allegiance led by Commissioner Harkness.

Roll call:

Present: Backenstose, Bates, Brown, Glasser, Harkness, Hyde, Johnson, Liss.

Excused: Beachnau.

The Regular minutes of February 24, 2009 with attachments were approved as presented.

Consent Agenda:

Motion to approve the appointment of Kevin D. Sagasser to the Zoning Board of Appeals with the term to expire December 31, 2011. Ayes: Unanimous. Motion carried.

Department Head Reports:

Kyle Legel reported on the Prosecutor's office.

Theron Higgins reported on the Bus System.

Motion by Commissioner Johnson, to establish the Groen Nature Preserve Visioning Committee with the following members: Lou Groen or Edna Groen or their representative, Johannesburg-Lewiston School Superintendent or his/her representative, Charlton Township Representative, Otsego County Wildlife Society Representative, Otsego County Commissioner District 4, Otsego County Administrator, Otsego County Parks & Recreation Board representative, Otsego County Parks & Recreation Director, and a Historic Society Representative. Ayes: Unanimous. Motion carried.

Committee Reports:

Motion by Commissioner Liss, to eliminate the Electrical Inspector position and to authorize the Building Department to seek a contractual Electrical Inspector. Ayes: Unanimous. Motion carried.

Correspondence:

Chairman Glasser received a list of the oil and gas leases that are up for auction on May 5, 2009; Letter from the Bureau of Construction Codes; Package from the Census Bureau.

New Business:

Motion by Commissioner Bates, to approve the March 3, 2009 Warrant in the amount of \$56,559.12, Ayes: Unanimous. Motion carried.

Motion by Commissioner Hyde, to approve the March 10, 2009 Warrant in the amount of \$145,552.06. Ayes: Unanimous. Motion carried.

Motion by Commissioner Brown, to approve the Medical Services Agreement with Otsego Memorial Hospital. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Backenstose, to approve the 2009-2010 Otsego County Directory. Ayes: Unanimous. Motion carried.

Public Comment:

Mike Reiling announced the St. Patrick's Day parade is on Saturday March 14, 2009 at noon.

Mary Jergenson announced the Community Connect is scheduled for March 19, 2009 at the E-Free Church.

Sheriff James McBride reported he has new information on the County's website.

Keith Huff commented on the ORV Ordinance.

Board Remarks:

Commissioner Backenstose: Attended the Commission on Aging educational Breakfast.

Groen Property.

Commissioner Harkness: Attended the District Health Department meeting.

Commissioner Hyde: Attended the Bagley DDA meeting.

Commissioner Johnson: Attended the District Health Department meeting.

Attended a workshop with MMRMA.

Parks and Recreation meeting.

ORV meeting.

Commissioner Glasser: Reminded all liaisons for outside committees to obtain a Copy of the audits.

NEMSCA.

Meeting adjourned at 10:40 a.m. at the call of the Chair.

Kenneth R. Glasser, Chairman

Lynn Branch, Chief Deputy Clerk

AGREEMENT FOR MEDICAL SERVICES

THIS AGREEMENT is made on the 24 day of ~~February~~ February 2009 by and between the County of Otsego whose address is 225 W. Main Street, Gaylord, Michigan 49735-1309 (hereafter County) and Otsego Memorial Hospital, whose address is 825 N. Center Avenue, Gaylord, Michigan 49735 (hereafter Hospital)

Recitals

- A. WHEREAS the Hospital has in the past provided medical services to inmates of the Otsego County Jail at a discounted rate;
- B. WHEREAS the Otsego County Sheriff's Department (hereafter Department) administers the Otsego County Jail and is responsible for the health and well-being of its inmates;
- C. WHEREAS the County desires to continue to utilize the medical services provided by the Hospital to the inmates of Otsego County Jail at a discounted rate;
- D. WHEREAS the Hospital desires to continue to provide medical services to inmates of the Otsego County Jail at a discounted rate;
- E. WHEREAS the parties desire to set forth in this Agreement the terms and provisions of their agreements and understandings;
- F. WHEREAS in consideration of the foregoing, the parties agree as follows:

Agreement

1. Term and Termination. This Agreement shall begin on March 1, 2009 and shall continue in effect until such time that either party may terminate this Agreement, with or without cause, upon 90 days prior written notice to the other party.
2. Services. The Hospital agrees to provide all medical services that are offered and performed by the Hospital to inmates of the Otsego County Jail during the term of this Agreement at a discounted rate of fifty percent (50%) of the usual and ordinary rate for said medical services. The Hospital agrees that it shall not reduce the discounted rate for medical services from fifty percent (50%) without the prior written approval and consent of the County.
3. Billing and Payment. All bills and/or invoices for medical services provided by the Hospital to inmates of the Otsego County Jail pursuant to this Agreement shall be submitted via regular mail to the Department in accordance with the Hospital's normal billing cycle. Payment is expected within thirty (30) days of receipt of the bill/invoice from the Hospital. The Hospital shall submit all bills and/or invoices under this

paragraph to the Otsego County Sheriff's Department at 225 W. Main Street, Gaylord.

4. Entire Agreement. This Agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transaction contemplated in this Agreement. None of the previous and contemporaneous negotiations, preliminary drafts, or previous versions of this Agreement leading up to its execution and not set forth in this Agreement shall be used by any of the parties to construe or affect the validity of this Agreement. Each party acknowledges that no representation, inducement, or condition not set forth in this Agreement has been made or relied on by either party.

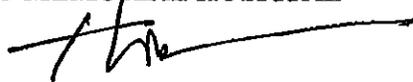
5. Waiver and Amendment. All modifications to this Agreement and all waivers of any of the provisions of this Agreement, to be effective, shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date above written.

OTSEGO COUNTY

By: John M. Burt
Its: County Administrator

OTSEGO MEMORIAL HOSPITAL

By: 
Thomas Lemon
Its: Chief Executive Officer

By: 
Timothy Eckert
Its: Chief Financial Officer