

February 12, 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 Melissa FitzGerald.

Roll call:

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

Excused: Bruce Brown.

Motion by Commissioner Clark Bates, to approve the regular minutes of January 22, 2013 with attachments. Ayes: Unanimous. Motion carried.

Administrator's Report:

John Burt reported Alpenfrost; Building renovations on Hayes Road; Land Use Services director interviews; Recycling spots; Criminal Justice Coordinating Committee meeting; 9-1-1 supervision.

Motion by Commissioner Paul L. Liss, to approve the 1 year 9-1-1 Supervision Agreement with the State of Michigan with funds coming out of the 911 Service Fund ( fund 261). Ayes: Unanimous. Motion carried. (see attached)

Department Head Report:

Paula Duff reported on the Treasurer's office.

Melissa FitzGerald reported on the Animal shelter.

Roberta Tholl reported on the Road Commission.

Correspondence:

Chairman Lee Olsen received an invitation NEMCOG and MDOT meeting 2-20-13 at the University Center.

New Business:

Motion by Commissioner Doug Johnson, to approve the January 29, 2013 Warrant in the amount of \$112,553.13 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Clark Bates, to approve the February 5, 2013 Warrant in the amount \$148,151.95 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Erma Backenstose, to approve the February 12, 2013 Warrant in the amount \$491,742.56 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Richard Sumerix, to adopt Resolution OCR 13-01 proclaiming April as Social Host Awareness month.

Roll Call Vote:

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

Nays: None.

Excused: Bruce Brown.

Motion carried/Resolution adopted. (see attached)

Public Comment:

Paula Duff reported on the step forward program.

Board Remarks:

Commissioner Doug Johnson: Parks and Recreation meeting.

Commissioner Richard Sumerix: Health Department.

Commissioner Ken Borton: MAC

Chairman Lee Olsen: Huron Pines.

Meeting adjourned at 10:24 a.m.

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Lee F. Olsen, Chairman

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Susan I. DeFeyter, Otsego County Clerk

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE COUNTY OF OTSEGO, MICHIGAN  
AND  
THE MICHIGAN DEPARTMENT OF STATE POLICE**

**I. PARTIES**

This Memorandum of Agreement (Agreement) is entered into by and between the County of Otsego, Michigan (County) and the Michigan Department of State Police (MSP). The County and the MSP are collectively referred to hereinafter as the "Parties."

**II. DEFINITIONS**

As used in this Agreement, the following terms shall have the following meanings:

- a. Public Safety Answering Point or "PSAP" means a communications facility operated on a 24-hour basis assigned responsibility to receive emergency and non-emergency requests for service and to process service requests by means of the direct dispatch, relay or transfer method.
- b. 9-1-1 dispatcher or telecommunicator means a person answering or processing 9-1-1 calls at a PSAP.

**III. BACKGROUND**

The County maintains and manages its PSAP, the Otsego County Central Dispatch. The MSP maintains and manages its PSAPs, including the Gaylord Regional Communication Center. The Otsego County Central Dispatch and the MSP's Gaylord Regional Dispatch Communication Center are located within the same facility. The Parties have a long-standing history of joint efforts in providing the most effective 9-1-1 dispatch services. The Parties desire to create a closer organizational relationship between their two dispatch centers in order to provide a more efficient delivery model for public services.

**IV. PURPOSE**

The purpose of this Agreement is to set forth the terms under which the MSP will provide managerial and supervisory services at the Otsego County Central Dispatch and the County will compensate the MSP for providing such services.

**V. AGREEMENT**

**The MSP will:**

- a. Provide on-site supervision of the County's 9-1-1 dispatchers in the Otsego County Central Dispatch, including:
  - i. Creating and modifying schedules.
  - ii. Reviewing and approving employee timesheets prior to submission to the County for payroll processing and payment.

- iii. Counseling employees and recommending disciplinary action, when warranted. Recommendations of disciplinary action will be made by the Director of the MSP's Gaylord Regional Dispatch Communication Center to the County's Human Resource Director and the County Administrator.
- iv. Coordinating and overseeing the orientation, training, certification and continuing education of the County's 9-1-1 dispatchers. The MSP will seek pre-approval from the County Administrator prior to incurring any costs for training, certification, or continuing education of the County's 9-1-1 dispatchers.
- v. Assisting with interviews of applicants for County 9-1-1 dispatcher positions.
- b. Recommend 9-1-1 dispatch policies and procedures to the County Administrator.
- c. Accept, investigate, respond, and attempt to resolve complaints involving County 9-1-1 dispatchers.
- d. Provide a monthly record to the County's 9-1-1 Committee detailing calls for service reported to the Otsego County Central Dispatch.
- e. Recommend equipment and supply purchases for the Otsego County Central Dispatch to the County Administrator.
- f. Continue to record 9-1-1 calls and provide copies of such recordings upon request of the County, local law enforcement agencies in accordance with all applicable state and federal laws.

**The County will:**

- a. Pay the MSP the amount of \$12,000 for providing the services that are the subject matter of this Agreement.
- b. Pay for all costs associated with the training, certification, or continuing education of the County's 9-1-1 dispatchers as pre-approved by the County Administrator.

**The Parties mutually agree:**

- a. All equipment and supplies purchased by the County shall remain the property of the County.
- b. Each party's personnel will be subject to the personnel rules, regulations, laws, policies and contracts applicable to those of their respective agencies. MSP personnel are not employees of the County. County personnel are not employees of the MSP.
- c. Any and all liability for acts or omissions of each party's personnel will be the sole responsibility of the person and agency involved. The Parties do not expressly or impliedly assume any liability for the acts or omission of the other party or the other party's personnel.
- d. The County does not waive any governmental immunity afforded to the County or its personnel. The MSP does not waive any governmental immunity afforded to the MSP or its personnel.
- e. This Agreement does not create a right in any third party to bring any action under this Agreement or any action to enforce this Agreement.
- f. In the event this Agreement is terminated as provided for in Section IX, compensation paid by the County to the MSP for providing the services that are the subject matter of this Agreement shall be prorated to the date of termination.

**VI. NOTICES**

Any notice required to the County from the MSP or to the MSP from the County relative to any part of this Agreement shall be in writing and considered delivered and the service thereof completed when said notice is sent, by certified or registered mail, to the said party, or delivered in person to said party or its authorized representative.

- a. Notices from the MSP to the County shall be addressed to the Otsego County Administrator, 225 West Main Street, Gaylord, Michigan 49735.
- b. Notices from the County to the MSP shall be addressed to the Director of the MSP Gaylord Regional Dispatch Communication Center, 580 South Otsego Avenue, Gaylord, Michigan 49735.

**VII. SEVERABILITY**

The provisions of this Agreement are severable and should any provision be held invalid or unenforceable, the remainder of the Agreement shall remain in effect for the duration of the Agreement unless terminated as provided for in Section IX.

**VIII. ENTIRE AGREEMENT**

This MOU 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 and other communications between the MSP and the MDOC either oral or written. This MOU may only be amended by a written document signed by the Parties, by and through their duly authorized representatives.

**IX. TERM AND TERMINATION**

When signed by the Parties by and through their duly authorized representatives, this Agreement is effective on MONTH DATE, YEAR, and shall remain in effect through MONTH DATE YEAR, unless terminated early as hereinafter set forth. Either party may terminate this Agreement, for any reason, provided that at least ninety (90) days advance written notice of termination is given to the terminating party by the non-terminating party. Upon expiration, this Agreement may be renewed upon mutual written agreement of the Parties, by and through their duly authorized representatives, for additional one-year terms.

**FOR THE COUNTY OF OTSEGO, MICHIGAN**

\_\_\_\_\_  
<INSERT NAME>  
<INSERT TITLE>

\_\_\_\_\_  
DATE

**FOR THE MICHIGAN DEPARTMENT OF STATE POLICE**

\_\_\_\_\_  
<INSERT NAME>  
<INSERT TITLE>

\_\_\_\_\_  
DATE

**OCR 13-01**  
**April 2013 is Social Host Awareness Month**  
Otsego County Board of Commissioners  
February 12, 2013

**WHEREAS**, adults who provide alcohol to those below the legal drinking age of 21 are placing those youth at risk for health, safety and legal problems; and

**WHEREAS**, alcohol kills 6.5 times more young people than ALL other illicit drugs combined, and usage among teens often accompanies traffic fatalities, suicides, unprotected sex, drug use, and other high risk behaviors and illegal activity, and alcohol is a factor in the four leading causes of death among persons ages 10-24: motor vehicle crashes, unintentional injuries, homicide and suicide; and

**WHEREAS**, alcohol use by young people is dangerous, not only because of the risks associated with acute impairment, but also because of the threat to their long-term development and well-being, including damage to the memory and learning centers of the brain, which does not stop developing until the age of 25; and

**WHEREAS**, Michigan ranked 16<sup>th</sup> in the percentage of alcohol consumed by underage youth (with one being the highest); and

**WHEREAS**, in Michigan, it is estimated that underage alcohol use costs the citizens of Michigan \$2.1 billion, translating to a cost of \$2,084 per year for each youth or \$3.18 per drink consumed underage, and underage drinkers consumed 16.5% of all alcohol sold in Michigan; and

**WHEREAS**, one-hundred percent of any alcohol consumed by a minor came from an adult. At one time, an adult over the age of 21 was in control of the alcohol and a minor gained access to it; and

**WHEREAS**, it is illegal for adults to knowingly allow their child's friends to drink alcohol in their home, even with the permission of the friends' parents, and adults have the authority and should have the responsibility to take steps to reduce the likelihood that their homes will become venues for underage drinking; now, therefore, be it

**RESOLVED**, that the Otsego County Board of Commissioners, do hereby proclaim that April 2013 is Social Host Awareness Month. We also call upon all parents, citizens, homeowners and property owners to host gatherings responsibly and take measures to eliminate access of alcohol to persons under the age of 21.