

May 14, 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 Suzy DeFeyer.

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 Paul Liss, to approve the regular minutes of April 23, 2013 with attachments. Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to adopt OCR 13-07 Michigan Mutual Aid Box Alarm System Agreement.

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)

Administrator's Report:

John Burt reported on the renovations at Cross Street; Emergency Management Grant; Recycling.

Special Presentation:

Kelley Hiemstra reported on the Michigan State University Extension.

Committee Reports:

Motion by Commissioner Paul Liss, to approve the Wings Over Gaylord Air Show political signage policy as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, to approve the disposal of bus number 22 (VIN#1FDXE40FXWHA21035) by taking it to A&L Iron. Ayes: Unanimous. Motion carried.

Correspondence:

Chairman Lee Olsen received correspondence from Legal Services of Northern Michigan.

New Business:

Motion by Commissioner Richard Sumerix, to approve the April 30, 2013 Warrant in the amount of \$149,287.85 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Beachnau, to approve the May 7, 2013 Warrant in the amount of \$47,011.02 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, to approve the May 14, 2013 Warrant in the amount of \$415,487.91 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Clark Bates, to adopt OCR 13-06 Proclaiming National Police Week and Police Memorial Day.

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)

Motion by Commissioner Ken Borton, to adopt OCR 13-08 Michigan Road and Bridge Repair.

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)

Board Remarks:

Commissioner Paul Beachnau: State of the Community luncheon.

Commissioner Clark Bates: City Council.

Commissioner Doug Johnson: Attended Judge Metz's ceremony.

Health Board.

Parks and Recreation.

Commissioner Ken Borton: Bagley Township Meeting.

Chairman Lee Olsen: Attended Judge Mertz's ceremony.

NEMSAS.

Meeting adjourned at 10:40 a.m.

Lee F. Olsen, Chairman

Susan I. DeFeyter, Otsego County Clerk

OCR 13-07
Michigan Mutual Aid Box Alarm System Agreement

Otsego County Board of Commissioners
May 14, 2013

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 service 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.

OCR 13-06
Proclaiming National Police Week & Police Memorial Day
OTSEGO COUNTY BOARD OF COMMISSIONERS
May 14, 2013

WHEREAS, The Congress of the United States of America has designated the week of May 12th through May 18th, 2013 to be dedicated as "NATIONAL POLICE WEEK" and May 15th of each year to be "NATIONAL PEACE OFFICERS MEMORIAL DAY"; and

WHEREAS, The members of law enforcement agencies protect life and property throughout the County of Otsego and play an essential role in safeguarding the rights and freedoms of our citizens; and

WHEREAS, The County of Otsego desires to honor the valor, service and dedication of its own Sheriff Deputies, especially those who have given their lives in the line of duty; and

WHEREAS, The County of Otsego further desires to recognize and appreciate the duties, hazards, and sacrifices of law enforcement personnel; and

WHEREAS, The Board of Commissioners calls upon the citizens of Otsego County to take a moment on May 15th, to remember those fallen officers who made the ultimate sacrifice for their fellow man; now, therefore, be It

RESOLVED, that we proclaim the week of May 12th to May 18th to be "POLICE WEEK" and call upon all our citizens in this community to especially honor and show our sincere appreciation for the Sheriff Deputies of this County by deed, remark and attitude; and be it further

RESOLVED that the flags be flown at half-staff on May 15th in honor of Deputy Carl L. Darling, Jr., who gave his life in the line of duty on May 3, 1986; Sergeant Larry C. Washburn, who died while on duty on May 15, 1994 and Deputy John K. Gunsell, who died in the line of duty on September 12, 2004.

OCR 13-08
Michigan Road & Bridge Repair

Otsego County Board of Commissioners
May 14, 2013

WHEREAS, Michigan's roads are consistently ranked among the nation's worst; and

WHEREAS, the State of Michigan is losing \$3 million per day and more than \$1 billion per year due to high maintenance costs and increased wear and tear on our roads and bridges; and

WHEREAS, the State of Michigan's gas tax – the user fee that is the primary source of transportation funding – has not increased since 1997. At the same time, the gas tax revenues collected today, adjusted for inflation, are only equal to that which was collected in 1974; and

WHEREAS, the State of Michigan's 6 percent sales tax goes into the State's general fund, not toward road maintenance and repairs; and

WHEREAS, we risk a future fiscal crisis if the State of Michigan does not increase its investment in transportation. Currently, 35 percent of Michigan's roads are ranked as being in poor condition. By 2018, this number is predicted to rise to 48 percent; and

WHEREAS, bringing a road from poor to good pavement condition costs 6 times more than it does to bring a road from fair to good condition; and

WHEREAS, investing \$10 billion over the next ten years to fix Michigan's roads and bridges would create 12,000 new jobs and prevent an estimated 100 traffic-accident related deaths per year; now, therefore, be it

RESOLVED, that the Otsego County Board of Commissioners hereby urges Governor Rick Snyder and the Michigan legislature to save taxpayer dollars, save lives, and improve our economy by making the necessary investments to repair roads and bridges in the State of Michigan so that our transportation systems can function at peak performance; and, be it further

RESOLVED, that the Otsego County Clerk is directed to send copies of this Resolution to Governor Rick Snyder, Senator John Moolenaar, Representative Greg MacMaster, the Michigan Association of Counties, and the County Clerks of all Michigan Counties.