

September 24, 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 9:32 a.m. by Chairman Lee Olsen. Invocation by Commissioner Ken Borton, followed by the Pledge of Allegiance led by Judge George Mertz.

Roll call:

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

Excused: Bruce Brown.

Absent: Paul Beachnau.

Motion by Commissioner Paul Liss, to approve the regular minutes of September 10, 2013 with attachments. Ayes: Unanimous. Motion carried.

Commissioner Paul Beachnau arrived at 9:35 a.m.

Consent Agenda:

Motion to approve the Toys for Tots agreement as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve CERT Equipment purchase as presented. Ayes: Unanimous. Motion carried.

Special Presentation:

Judge George Mertz introduced himself to the Board.

Linda Yaroch from the Health department reported on the health care exchange set for October 1, 2013.

Jane Sundmacher from the Health department reported on the Northwest Michigan 2013 Community health assessment, the assessment is on their website; reported on the goals of the action plans, improve access to comprehensive quality health care services, Promote health and reduce chronic disease risk through healthy diets, improve health, fitness and quality of life through physical activity, Reduce substance abuse, reduce illness, disability and death related to tobacco use and secondhand smoke exposure.

Committee Reports:

Motion by Commissioner Ken Borton, to approve the 2014-2019 Capital Improvement Plan. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, to approve the 9-1-1 Dispatch Services Agreement with the State of Michigan. Ayes: Unanimous. Motion carried. (see attached)

Pam Matelski the State of Michigan dispatch supervisor addressed the Board supporting the agreement.

Linda Rutkowski a 9-1-1 dispatcher addressed the Board opposing the agreement; concerned about the current employees not being hired by the State.

Chris Martin a 9-1-1 dispatcher addressed the Board opposing the agreement.

Mary Sanders addressed the Board supporting the agreement.

Jon Deming addressed the Board supporting the agreement.

City Liaison Bill Wishart reported the City they are working with Livingston Township with the transfer of property for the future development; ground breaking of the new credit union on the corner of Murner Road and Main.

Mary Sanders reported the next MTA meeting is October 15, 2013 at the City Hall.

Township and Village Representatives- None.

Correspondence:

Chairman Lee Olsen received a thank you card from the family of Paul Liss; Letters from different Townships regarding resolutions; Bay County and Ontonagon County struggling with HB4785; Lake County supporting SB395; letter from National Bio energy.

The August financial reports were presented and previously reviewed at Budget and finance.

New Business:

Motion by Commissioner Erma Backenstose, to approve the September 17, 2013 Warrant in the amount of \$199,719.22 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Richard Sumerix, to approve the September 24, 2013 Warrant in the amount of \$370,198.45 as presented. Ayes: Unanimous. Motion carried.

Board member District 1 appointment:

The County received 3 applications for the District 1 seat. Tammy LaBouef, Julie Powers-Gehman and Joe Wambold. All three applicants addressed the Board as to why they would like to be appointed.

Roll Call Vote: Paul Beachnau voted for Tammy, Paul Liss voted for Julie, Erma Backenstose voted for Tammy, Richard Sumerix voted for Joe, Doug Johnson voted for Tammy, Ken Borton voted for Tammy, Bruce Brown was excused, and Lee Olsen did not have to vote as it only required for 4 Board members to vote for the same person. Tammy LaBouef is appointed as District 1, County Commissioner.

County Clerk Suzy DeFeyter sworn in Tammy LaBouef as County Commissioner District 1.

Public Comment:

Roberta Tholl from the Road Commission reported the discussion of closing of Charles Sanders road in Hayes Township is on the agenda for September 25th; the road commission has developed a road name assignment policy.

Board Remarks:

Commissioner Ken Borton: Attended the annual MAC conference in Frankenmuth, over 900 people in attendance.

Commissioner Rich Sumerix: Reported on NEMCOG meeting, changing GED testing, and standards higher. Reported on the consortium meeting, closing the Atlanta office. Having a meeting every 2 months instead of 3 months, no raises because of no funding.

Commissioner Tammy LaBouef: Thanked the Board for the appointment.

Commissioner Paul Liss: Corwith Township discussing a noise and nuisance ordinance.

Commissioner Paul Beachnau: Recycling meeting was held last Monday, the use is going up, and 152 tons has been picked up in Otsego County so far. Reported on the tourism meeting, tourism is up. October 4, 2013 at 8:00 a.m. there is a good morning Gaylord at Treetops. The guest speaker is Kevin Klein. There is a chamber business showcase on October 9, 2013 from 4:00pm-7:00pm at Treetops.

Chairman Lee Olsen: Attended the Halloween camping weekend at the County Park.

Administrator John Burt: Reported the next 2 days all of the 8<sup>th</sup> graders will be visiting the Groen property.

Meeting adjourned at 11:02 a.m.

---

Lee F. Olsen, Chairman

---

Susan I. DeFeyter, Otsego County Clerk

## Turkey Trot Fundraising Event Agreement

This Agreement, entered into this day of September 1, 2013 between the County of Otsego, a Michigan municipal corporation of 225 W. Main Street, Gaylord, MI 49735, hereinafter called the "County", and Marines Toys for Tots Foundation, a 501(c)3 Non-profit Corporation of 18251 Quantico Gateway Drive, Triangle, VA 22172, hereinafter called the "Toys for Tots."

Witnesseth:

1. Term and Termination. The County agrees to agreement with Toys for Tots for the term beginning September 1, 2013 to and including December 31, 2013.

It is mutually understood and agreed that this Agreement does not confer any right to either the County or Toys for Tots beyond the expiration date of this Agreement.

It is further mutually understood that Otsego County is not donating or contributing any funds to the Toys for Tots program.

2. Performance. The County and Toys for Tots agree to provide and perform all services as outlined in the Description of Services, in a competent and professional manner.

3. Description of Services. The County and Toys for Tots shall mutually organize and operate a fundraising race/walk at the Gaylord Regional Airport on November 28, 2013, being called the Otsego County Turkey Trot.

The County and Toys for Tots shall mutually approve expenditures in advance via their respective representatives.

Expenditures will be evenly split between each entity with each being responsible for 50% of the cost.

Revenues received for event registration, donations, or other, shall be deposited with the County. The County shall track the revenues and expenditures in its accounting system.

Profits realized from the Otsego County Turkey Trot, being funds remaining after all expenditures, shall be split evenly with 50% going to each party.

4. Hold Harmless. Toys for Tots shall indemnify, defend and hold harmless the County, its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services of this Agreement. Such indemnification shall survive the termination of this agreement. The County will similarly indemnify, defend and hold harmless Toys for Tots, its board, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services of this Agreement.

5. Insurance. Toys for Tots must maintain during the term of this Agreement the following insurance coverage, at a minimum:

Commercial General Liability Insurance in the amount of \$1,000,000.00 per occurrence for property damage and bodily injury, with a \$1,000,000.00 aggregate.

Worker's Disability Compensation Insurance including employer's liability coverage, in accordance with applicable statutes of the State of Michigan.

Motor Vehicle Liability Insurance, and Michigan No-Fault Coverages including all owned, non-owned and hired vehicles.

Proof of Insurance must be provided by Toys for Tots to the County by the initiation of this Agreement.

Otsego County will be named as Additional Insured on all Toys for Tots insurance coverage, with the exception of Workers Compensation and Employer's Liability insurance. Similarly, Toys for Tots will be named as Additional Insured on all County insurance coverage, with the exception of Workers Compensation and Employer's Liability insurance.

6. Compliance with Law. Both parties shall comply with all applicable federal, State, and local laws, ordinances, rule and regulations.
7. Record Keeping. Both parties shall keep complete and accurate fiscal records and shall furnish the other party with copies of such fiscal records, as well as any other relevant records and reports, as either may request.
8. Non-Discrimination. In fulfilling its duties and other responsibilities hereunder, parties agree to not discriminate in any manner against any person in violation of applicable law.
9. Representatives. The following shall be the official representatives for this Agreement:

If to the County:        John Burt  
                                  Otsego County Administrator  
                                  County of Otsego  
                                  225 W. Main Street  
                                  Gaylord, MI 49735

If to Service Provider: Rose Mary Warner  
                                  Toys for Tots Coordinator  
                                  5765 E. M-32  
                                  Gaylord, MI 49735

By Toys for Tots

\_\_\_\_\_  
Rose Mary Warner, Toys for Tots Coordinator

\_\_\_\_\_  
Date

By Otsego County:

\_\_\_\_\_  
John Burt, County Administrator

\_\_\_\_\_  
Date

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

**I. PARTIES**

This Memorandum of Agreement (Agreement) is entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Michigan Department of State Police (MSP) whose address is 333 South Grand Avenue, Lansing, Michigan 48933 and the County of Otsego, Michigan (County) whose address is 225 West Main Street, Gaylord, Michigan 49735. The MSP and the County are collectively referred to hereinafter as the "Parties."

**II. BACKGROUND**

Historically, the County has maintained and managed its Primary Public Safety Answering Point (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 (Gaylord RCC) 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. In an effort to create a closer organizational relationship between the Parties' dispatch centers, the Parties entered into a Memorandum of Agreement (Attachment B) signed by the County on March 4, 2013, and signed by MSP on February 14, 2013, under which the MSP currently provides managerial and supervisory services at the Otsego County Central Dispatch and the County compensates the MSP for providing such services.

**III. PURPOSE**

This Agreement is entered into for the purpose of creating a more efficient delivery model for public services by establishing and defining the rights and obligations of the Parties with regard to the designation of the Gaylord RCC as the Primary PSAP for the Otsego County E9-1-1 Service District upon the expiration of the Memorandum of Agreement contained in Attachment B.

**IV. OPERATIONS**

1. Subject to the provisions of this Agreement, the MSP will operate the Gaylord RCC as the Primary PSAP for the County in accordance with the provisions of the Emergency 9-1-1 Service Enabling Act, 1986 PA 32, MCL 484.1101 *et seq.*
2. The MSP agrees to provide dispatching services for the State Police, Sheriff Department, and other public safety agencies within the Otsego County E9-1-1 Service District that utilize the Gaylord RCC upon the effective date of this Agreement. The MSP will consider providing dispatching services for additional public safety agencies within the County that wish to be added at a later date based on the dispatch method available to those agencies and the compatibility of those dispatch methods with the Gaylord RCC operation.
3. The MSP agrees to accept calls initiated by any device capable of accessing, connecting with, or interfacing with a 9-1-1 system exclusively through the numerals 9-1-1, by dialing, initializing, or otherwise activating the 9-1-1 system through the numerals 9-1-1 by means of a local telephone device, cellular telephone device, wireless communications device, or interconnected voice-over-internet device.

4. The MSP agrees to have at least one device available for receiving calls for service from hearing or speech-impaired persons.
5. The County agrees to maintain the Master Street Address Guide and provide digital maps which shall include, at a minimum, street names, the range of address numbers on each street, the names of each community in the service district, and the emergency service zone of each service user. Updated maps shall be provided at least annually and in a format compatible with the equipment in use by the MSP.

#### **V. STAFFING**

1. Staffing of the Gaylord RCC shall consist of MSP personnel, with staffing levels determined by the MSP.
2. The MSP agrees to staff the Gaylord RCC 24 hours per day, 365 days a year. In the event circumstances require evacuation of the Gaylord RCC, PSAP and dispatch duties shall be transferred to the backup PSAP as pre-designated by the County.

#### **VI. FUNDING**

1. Except as otherwise provided in this Agreement, the County shall provide the MSP funding for those costs attributable to the operation of Gaylord RCC as its Primary PSAP.
2. The MSP shall invoice the County for its portion of operational costs as detailed in Attachment A: Schedule of Dispatch Fees. The fiscal year is identified as January 1<sup>st</sup> through December 31<sup>st</sup>. Payments are to be made bi-annually, and are due on February 1<sup>st</sup> and August 1<sup>st</sup> of each year.
3. In the event this Agreement is terminated early by either Party in accordance with Section X below, subsequent annual dispatch fees shall be prorated to coincide with the effective date of termination.
4. The County currently reimburses the MSP \$60,000 under Article V – Rent Consideration, State Lease #11031 Ground Lease between County of Otsego and the State of Michigan. This Agreement reduces that amount from \$60,000 to \$30,000 annually and is identified and included in Attachment A: Schedule of Dispatch Fees. All other terms and provisions of State Lease #11031 shall remain in effect as written.
5. The MSP and the County may mutually agree to adjustments to the Schedule of Dispatch Fees in the event of a significant change to those costs attributable to the operation of Gaylord Regional Communication Center as its Primary PSAP. Adjustments to the Schedule of Dispatch Fees shall be made by a written document signed by the Parties, by and through their duly authorized representatives.
6. The County shall set aside a minimum of \$5,000 per year in a separate Gaylord RCC Equipment Account that shall be used exclusively for equipment and operational needs pertaining to 9-1-1 dispatching at the Gaylord RCC. Any funds in this account that are unused in a fiscal year shall roll over into the next year and be cumulative with that year's funds. The funds in the Gaylord RCC Equipment Account are in addition to the operational costs paid to the MSP and shall not be credited toward that obligation.

Requests for access to funds from the Gaylord RCC Equipment Account shall be made to the Otsego County Board of Commissioners and shall only be granted upon approval of the board, or by the Board Chairperson in the event of an emergency. Otsego County will not be asked to fund any equipment or software upgrades initiated prior to the effective start date of this agreement.

7. The County understands that 9-1-1 dispatching involves the use of specialized technical equipment and that Federal Communications Commission Regulations and Federal and Michigan law are constantly changing to take into account emerging technologies. If additional specialized equipment is needed at the Gaylord RCC to provide 9-1-1 dispatch capabilities and the Gaylord RCC Equipment Account does not contain adequate funds, the MSP may request additional funds. These requests shall be made through the Otsego County 911 Board to the County. The County has full discretion to act upon this request; however the MSP is not obligated to fund the purchase of any equipment required solely for the purpose of supporting County 9-1-1 dispatch operations.
8. It is understood and mutually agreed that the MSP shall be the owner of record for all equipment and software purchased entirely under this Agreement. In the event the MSP relocates its operations for any reason, the MSP shall retain ownership. Equipment purchased entirely by the County shall remain with the County.

#### **VII. 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.

1. Notices from the MSP to the County shall be addressed to Mr. John Burt, Otsego County Administrator, 225 West Main Street Room 203, Gaylord, Michigan 49735.
2. Notices from the County to the MSP shall be addressed to the Communications Section Manager, 4000 Collins Road, Lansing, Michigan 48910.

#### **VIII. 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 early as provided for in Section X.

#### **IX. ENTIRE AGREEMENT**

This Agreement is the complete and exclusive statement of the agreement between the Parties with respect to the subject matter thereof, and except as provided hereinafter, supersedes all prior negotiations, representations, proposals and other communications between the MSP and the County either oral or written. This Agreement does not supersede the aforementioned Memorandum of Agreement contained in Attachment B to this Agreement. This Agreement may only be amended by a written document signed by the Parties, by and through their duly authorized representatives.

#### **X. TERM AND TERMINATION**

When signed by the Parties, by and through their duly authorized representatives, this Agreement is effective on January 1, 2014, and shall remain in effect through December 31, 2019, unless terminated early as hereinafter set forth. Either party may terminate this Agreement, for any reason, provided that at least thirty (30) days advance written notice of termination is given to the terminating party by the non-terminating party. If termination of this Agreement requires physical relocation of PSAP operations, the date of termination may be extended by one hundred twenty (120) days. Either Party shall not unreasonably deny such extension.

**XI. Execution**

Michigan Department of State Police

County of Otsego, Michigan

\_\_\_\_\_  
Capt. Michael A. Caldwell, Commander  
Special Operations Division

Dated: \_\_\_\_\_

\_\_\_\_\_  
, Chairperson  
Otsego County 9-1-1 Board

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lt. Col. Gary M. Gorski, Deputy Director  
Specialized Services Bureau

Dated: \_\_\_\_\_

\_\_\_\_\_  
, Chairperson  
Otsego County Board of Commissioners

Dated: \_\_\_\_\_

Attachment A: Schedule of Dispatch Fees

	Personnel Costs 5 FTEs	Management and Other Services	CAD Maintenance and Licensing <sup>1</sup>	Ground Lease <sup>2</sup>	Total Costs
FY14	\$352,431	\$19,000	\$13,200	\$30,000	\$414,631
FY15	\$377,298	\$19,000	\$13,200	\$30,000	\$439,498
FY16	\$390,904	\$19,000	\$13,200	\$30,000	\$453,104
FY17	\$405,947	\$19,000	\$13,200	\$30,000	\$468,147
FY18	\$418,767	\$19,000	\$13,200	\$30,000	\$480,967
FY19	\$460,244	\$19,000	\$13,200	\$30,000	\$492,444

<sup>1</sup> The COUNTY agrees to reimburse the DEPARTMENT \$13,200, or \$6,600 each, for the licensing and maintenance of two CAD workstations.

<sup>2</sup> As provided for in Section IV, Paragraph 3.

**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 \$11,000.00 for the term of the Agreement 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.

**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 Communications Section Manager, 4000 Collins Road, Lansing, Michigan 48910.

**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**

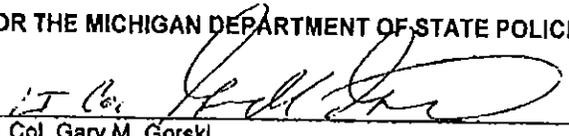
When signed by the Parties, by and through their duly authorized representatives, this Agreement is effective on February 1, 2013, and shall remain in effect through December 31, 2013, unless terminated early as hereinafter set forth. Either party may terminate this Agreement, for any reason, provided 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**

  
\_\_\_\_\_  
Mr. John M. Burt  
County Administrator

3/4/13  
\_\_\_\_\_  
DATE

**FOR THE MICHIGAN DEPARTMENT OF STATE POLICE**

  
\_\_\_\_\_  
Lt. Col. Gary M. Gorski  
Deputy Director, Specialized Services Bureau

2-14-13  
\_\_\_\_\_  
DATE