

**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 24th day of September, 2013, 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 1st through December 31st. Payments are to be made bi-annually, and are due on February 1st and August 1st 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.

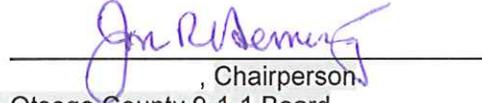
X. TERM AND TERMINATION

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

, Chairperson
Otsego County 9-1-1 Board

Dated: 9/30/13

Dated: 09-24-13



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

, Chairperson
Otsego County Board of Commissioners

Dated: 9-30-13

Dated: 9-24-13

Attachment A: Schedule of Dispatch Fees

	Personnel Costs 5 FTEs	Management and Other Services	CAD Maintenance and Licensing¹	Ground Lease²	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

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

² As provided for in Section IV, Paragraph 3.

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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



STATE OF MICHIGAN
MICHIGAN STATE POLICE
SPECIAL OPERATIONS DIVISION

PAMELA MATELSKI
COMMUNICATIONS SECTION MANAGER

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