

May 26, 2020

The regular meeting of the Otsego County Board of Commissioners was held remotely by Zoom in compliance with Governor Whitmer's Executive Order 2020-75. The meeting was called to order at 9:30 a.m. by Chairman Ken Borton. Invocation by Commissioner Ken Glasser, followed by the Pledge of Allegiance led by Kyle Yohe.

Roll Call:

Present: Julie Powers, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser,
Doug Johnson, Ken Borton, Bruce Brown.

Absent: Henry Mason

Commissioner Henry Mason arrived at 9:35 a.m.

Consent Agenda:

Regular minutes of May 12, 2020 with attachments was approved with no objections.

Otsego County Survey and Remonumentation Peer Review Group recommendation for four reappointments, Carl T. Kiiskila, Jason Caverson, Brian Fullford and Carl I. Robinson, all terms expiring 6-12-2023 was approved with no objections.

Motion by Commissioner Doug Johnson, seconded by Commissioner Julie Powers, to approve OCR 20-12 Recreation Passport Grant Program Adoption Resolution, and to reserve cash/fund balance in the Parks and Rec Fund (fund 208) in the amount of the local match \$50,200

Roll Call Vote:

Ayes: Julie Powers, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson,
Ken Borton, Bruce Brown.

Nays: Henry Mason.

Motion carried/Resolution adopted. (see attached)

Department Head Report:

Dona Wishart reported on the Commission on Aging; received payroll protection for the COVID-19.

Commissioner Rob Pallarito lost connection to the meeting at 9:55 a.m.

Commissioner Rob Pallarito reconnected to the meeting at 9:56 a.m.

Committee Reports:

Motion by Commissioner Ken Glasser, seconded by Commissioner Henry Mason, to approve the budget amendment of \$15,057 for the Groen Equipment purchase (fund 209).

Roll Call Vote:

Ayes: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser,
Doug Johnson, Ken Borton, Bruce Brown.

Nays: None. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Doug Johnson, to approve the 2019 budget amendment for \$3,152.00 in the Legal Defense Fund (fund 280).

Roll Call Vote:

Ayes: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Julie Powers, to approve the budget amendment to the Child Care Fund (fund 292).

Roll Call Vote:

Ayes: Julie Powers, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Nays: Henry Mason. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Paul Liss, to approve the budget amendment for bulletproof vests in the amount of \$2,831.

Roll Call Vote:

Ayes: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito, to approve the Budget Calendar for the 2021 budget process.

Roll Call Vote:

Ayes: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Duane Switalski, to approve the budget amendment for MIDC-related payroll costs totaling \$24,395.

Roll Call Vote:

Ayes: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Julie Powers, to approve the legal contract with Attorney Paul Slough of Kirkpatrick, DuBois and Slough, PLC, at \$120/hour not to exceed \$11,520 annually, for the review and approval of MIDC expenses.

Roll Call Vote:

Ayes: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None. Motion carried. (see attached)

Administrator's Report:

Rachel Frisch thanked Dona Wishart for her leadership at the Commission on Aging; Airport hosted the firefighters that helped with the forest fire in Grayling; pavilion painting project started; May 23, 2020 was the first farmer's market under the pavilion; the Health Department and the State Police are holding a drive up COVID-19 test to be held at Lowes; household hazardous waste 5-30-20 still scheduled at the Road Commission; replacement of the gym floor started at the Community Center; Tom Pratt is the new Parks and Recreation Director; vandalism done at the County Park, damage done to the ranger's station and the truck; working with Trisha Adam to expand the County website to have COVID-19 information to help businesses when they open back up; Ken Borton, Ken Glasser and Rob Pallarito have formed a task force regarding the water levels in Otsego County.

City Liaison, Township & Village Representative: None.

Correspondence: None.

New Business:

Motion by Commissioner Julie Powers, seconded by Commissioner Rob Pallarito, to approve the May 19, 2020 Warrant in the amount of \$566,611.59.

Roll Call Vote:

Ayes: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None. Motion carried.

Motion by Commissioner Rob Pallarito, seconded by Commissioner Ken Glasser, to approve the May 26, 2020 Warrant in the amount of \$420,085.22.

Roll Call Vote:

Ayes: Duane Switalski, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Nays: Julie Powers, Henry Mason, Paul Liss, Rob Pallarito. Motion carried.

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Henry Mason had no report.

Commissioner Ken Glasser thanked Rachel and staff for the COVID plan and putting it on the County website; water level frustrations; library would like to open for curbside service.

Commissioner Duane Switalski reported on the water levels in Otsego County.

Commissioner Paul Liss had no report.

Commissioner Julie Powers had no report.

Commissioner Bruce Brown had no report.

Commissioner Doug Johnson had no report.

Lost Commissioner Rob Pallarito at 10:20 a.m.

Commissioner Ken Borton thanked everyone for attending the Zoom meeting; Thanked Rachel, Trisha and Mel for their hard work.

Meeting adjourned at 10:30 a.m.

Kenneth C. Borton, Chairman

Susan I. DeFeyter, Otsego County Clerk

OCR 20-12

Recreation Passport Grant Program Adoption Resolution

WHEREAS, Otsego County supports the submission of an application titled, *Otsego Lake County Park Playground Renovation* to the Recreation Passport Grant Program for development of an ADA accessible, modern playground located at Otsego Lake County Park; and,

WHEREAS, the proposed application is supported by the 5-year, DNR-approved Recreation Plan for Otsego County; and,

WHEREAS, Otsego County is hereby making a financial commitment to the project in the amount of \$50,200 matching funds and,

NOW THEREFORE, BE IT RESOLVED that Otsego County hereby authorizes submission of a Recreation Passport Grant Program Application for \$150,000, and further resolves to make available its financial obligation amount of \$50,200 (25%) of a total \$200,200 project cost, during the 2021-2022 fiscal year.

AYES:

NAYES:

ABSENT:

MOTION APPROVED.

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by the Otsego County Board of Commissioners at their regular meeting held virtually via Zoom Video Communications on May 12th, 2020 at 9:30am, with a quorum present.

Clerk

Date



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: General Fund

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

DESCRIPTION 2019 Year End Appropriation for Child Care Fund

REVENUE

Account Number	Decrease	Increase
101-025-664.010 - Interest General	\$	\$ 45,000
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$ 45,000

EXPENDITURE

Account Number	Increase	Decrease
101-969-999.000 Transfer Out	\$ 45,000	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$ 45,000	\$

Department Head Signature Date

Administrator's Signature Date

Finance Department
Entered:
By:

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

05/06/2020 10:57 AM
User: mmaier
DB: Otsego Co

MANUAL JOURNAL ENTRY JOURNAL REPORT

Page: 1/1

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/31/2019	GJ				
GL Trx #: 255051					
		EQUITY IN POOLED CASH-CHILD CARE	292-000-001.001	45,000.00	45,000.00
		OTHER SOURCE - TRANSFERS	292-050-699.030		45,000.00
		EQUITY IN POOLED CASH-GEN FUND	101-000-001.001	45,000.00	
		TRANSFER OUT	101-969-999.000		
				<u>90,000.00</u>	<u>90,000.00</u>

Ref Num1: '33288'



Otsego
COUNTY
M I C H I G A N

FISCAL YEAR 2021 BUDGET CALENDAR

2020

- May 26 Board approve calendar
- July 13 Finance Director prepares budget packets for distribution to departments. Management Team members asked to complete line item descriptions, equipment request lists, and their requested 2021 budget figures using designated format.
- August 3 Departments submit completed budget requests, line item descriptions, and equipment lists to the Finance Director.
- August 31 Component Units Budgets Due to Finance Director (Library, EMS, Road Cmsn, Cmsn on Aging, Bus, Sportsplex)
- Week of September 7 Administration staff conducts initial review of department budgets with department heads and elected officials as necessary.
- September 22 Board Adopts budgets for September 30 year-end funds, Bus and Cmsn on Aging
- September 29 General Fund Budget submitted to Budget and Finance Committee Members (all other funds submitted during the Budget Workshops).

BUDGET WORKSHOPS:

- | | |
|-------------|---|
| October 6 | Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., Room 212 |
| October 13 | Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., Room 212 |
| October 20 | Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., Room 212 |
| October 27 | Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., Room 212 |
| November 3 | Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., Room 212 |
| November 10 | Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., Room 212 |

- November 17&20 Public Hearing notices published in Gaylord Herald Times
- November 18 Budget to Otsego County Clerk's Office and Online, Available for Public Review
- November 24 Board holds Truth-in-Taxation hearing and Public Hearing on the Budget. Adopts General Appropriations Act resolution.

All Budget Work Sessions will be conducted in Room 212 of the downtown County Building, 225 West Main, Gaylord, MI 49735. In compliance with the Americans with Disabilities Act, persons requiring assistance to fully participate in the meeting should contact the County Administrator's office 12 hours prior to the meeting.

**AGREEMENT FOR INDIGENT DEFENSE COUNSEL ADMINISTRATION SERVICES
FOR THE COUNTY OF OTSEGO**

October 1, 2020 through September 30, 2021

This agreement made the date hereinafter set forth by and between the County of Otsego, hereinafter referred to as "the County" and Kirkpatrick, DuBois & Slough, PLC, hereinafter referred to as "Counsel Administrator."

Services to be Performed:

Under the direction of the County, Counsel Administrator is responsible for the following:

- Reviewing, approving and processing vouchers for payment to assigned attorneys, investigators, experts and other expenditures associated with indigent defense criminal cases.
- Approving the use of investigators, experts and other resources required for indigent defense criminal cases and assigned counsel.
- Resolving non-grievance matters between defendants, and assigned counsel and the courts, including administratively reassigning counsel when appropriate.

Payment:

In consideration for the services to be performed by the Counsel Administrator, the County agrees to pay an hourly rate of \$120 to be billed quarterly and not to exceed the maximum of \$11,520 as defined in the MIDC 2021 Compliance Plan.

Counsel Administrator shall be paid within a reasonable time after Counsel Administrator submits a quarterly invoice to the County. The invoice must include an invoice number, dates covered by the invoice, and a summary of the work performed.

Expenses:

Counsel Administrator shall be responsible for all expenses incurred while performing services under this Agreement, including but not limited to, office supplies and overhead expenses as well as any wages, fringe benefits and any other compensation paid to employees or subcontractors.

Independent Contractor Status:

Counsel Administrator is an independent contractor and neither the Counsel Administrator nor the Counsel Administrator's employees or subcontractors, if any, shall be deemed County employees. In its capacity as independent contractor, the Counsel Administrator agrees as follows:

- This Agreement with the County is not exclusive, and Counsel Administrator has the right to perform services for others during the term of this Agreement, provided such service does not impair or delay their ability to perform obligations to the County under this Agreement.
- The services required by this Agreement shall be performed by the Counsel Administrator, Counsel Administrator's employees or subcontractors and the County shall not hire, supervise or pay any Counsel Administrator employees or subcontractors for services under this Agreement.
- Neither the Counsel Administrator nor the Counsel Administrator's employees or subcontractors shall receive training from the County in the professional skills necessary to perform the services required by this Agreement.
- Neither the Counsel Administrator nor the Counsel Administrator's employees or subcontractors shall be required by the County to devote full time to the performance of the services required by this Agreement. However, Counsel Administrator agrees that the services provided under this Agreement will be performed in a timely manner.

Business Licenses, Permits and Certificates:

Counsel Administrator represents and warrants that Counsel Administrator's staff attorney assigned to this Agreement shall maintain membership at all times with the State Bar of Michigan as an active attorney and Counsel Administrator shall be responsible for the payment of the attorney's dues as an active attorney.

In the event that the Counsel Administrator shall no longer employ an active member of the State Bar of Michigan assigned to this Agreement; then this Agreement shall immediately terminate. In the event that the Counsel Administrator's staff attorney's license to practice law is suspended, for any reason other than for the failure to pay membership dues on a timely basis, any sums due and owing to the Counsel Administrator for services rendered shall be withheld until such time as confirmation of the reinstatement of the license to practice law is provided to the County Administrator.

State and Federal Income Taxes:

The County will not withhold FICA (Social Security and Medicare taxes) from Counsel Administrator payments or make FICA payments on Counsel Administrator's behalf or on behalf of Counsel Administrator's employees or subcontractors, or make state or federal unemployment compensation contributions on Counsel Administrator's behalf or on behalf of Counsel Administrator's employees or subcontractors, or withhold state or federal income tax from Counsel Administrator's payments on Counsel Administrator's behalf or on behalf of Counsel Administrator's employees or subcontractors.

Counsel Administrator shall pay all taxes incurred on its behalf or on behalf of Counsel Administrator's employees while performing services under this Agreement, including all applicable income taxes. Upon demand, Counsel Administrator shall provide the County with proof that such payments have been made.

Fringe Benefits:

Counsel Administrator understands that neither the Counsel Administrator nor Counsel Administrator's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the County.

Unemployment Compensation:

The County shall make no state or federal unemployment compensation payments on behalf of Counsel Administrator or Counsel Administrator's employees or subcontractors, Counsel Administrator is solely responsible for providing these benefits for its employees or subcontractors in connection with work performed under this Agreement.

Workers' Compensation:

The County shall not obtain workers' compensation insurance on behalf of Counsel Administrator or Counsel Administrator's employees or subcontractors, if any. If Counsel Administrator hires employees to perform any work under this Agreement, Counsel Administrator will be solely responsible for any workers' compensation insurance to the extent required by law. Similarly, if Counsel Administrator hires subcontractors to perform any work under this Agreement, Counsel Administrator will ensure the subcontractors have workers' compensation insurance to the extent required by law and will provide the County with a certificate of workers' compensation insurance before any work is performed by any subcontractor.

Indemnification:

Each party shall indemnify and hold the other party harmless from any loss or liability arising from performing services under this Agreement including any services performed by the parties' employees or subcontractors.

Modifying the Agreement:

This Agreement may not be modified except by amendment reduced to writing and signed by both the County and the Counsel Administrator.

Term of Agreement:

This Agreement will become effective October 1, 2020 and will terminate on September 30, 2021.

Termination:

Either party shall, at any time and for any reason be entitled to terminate the Agreement provided that the County shall be obligated to compensate the Counsel Administrator for services already performed under this Agreement. The parties shall give sixty (60) days written advance notice in the event they desire to terminate this Agreement.

Counsel Administrator shall be in default if it fails to comply with any provision of this Agreement or commits misfeasance, malfeasance or nonfeasance in its performance of duties under the Agreement.

This Agreement does not apply to any work or job performed by the Counsel Administrator, Counsel Administrator's employees or subcontractors for any other governmental entity, corporation, partnership, business venture or self-employment opportunity and shall not be construed as any partnership or joint venture, but instead is merely a contract for services rendered to the County.

Binding Effect:

This Agreement shall become effective when signed by both parties and shall be binding on the parties, their successors and assigns.

Entire Agreement:

This Agreement sets forth the entire understanding between the Counsel Administrator and the County with respect to the subject matter of this Agreement, and supersedes any other undertakings and agreements, whether oral or in writing, previously entered into by them with respect to Counsel Administrator's duties. Counsel Administrator represents that, in executing this Agreement, Counsel Administrator does not rely on and has not relied upon any representation or statement not set forth in this Agreement made by the County with regard to the subject matter or effect of this Agreement or otherwise.

No Waiver:

The parties' failure to exercise, or delay in exercising, any power or right under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of remedies otherwise available to equity or at law.

Severability of Provisions:

Each provision in this Agreement is separate. If any provisions of this Agreement are ever held by a court to be unreasonable, the parties agree that this Agreement shall be enforced to the extent it is deemed to be reasonable and in such a manner as to afford the parties the fullest protection commensurate with making this Agreement, as modified, legal and enforceable under applicable laws, and the balance of this Agreement shall not be affected, the balance being construed as severable and independent.

No Assignment:

Neither party may assign this Agreement without the prior written consent of the other party.

Section Headings:

Section headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

Governing Law:

This Agreement shall be governed by the laws of the State of Michigan.

AGREED:

Counsel Administrator:

By: _____
Paul Slough, on behalf of
Kirkpatrick, DuBois & Slough, PLC

Date

Otsego County:

By: _____
Ken Borton
Chair, Board of Commissioners

Date