



Newaygo County Board of Commissioners

Finance Committee

MINUTES

February 20, 2019

9:30 A.M.

CALL TO ORDER, PRAYER, & PLEDGE	Meeting called to order by Chairperson Ken DeLaat, at 9:30 a.m., with Prayer by Newaygo County Clerk, Jason VanderStelt, and Pledge of Allegiance to the Flag led by Commissioner Bryan Kolk.
COMMISSIONERS PRESENT	James Maike, Burt Cooper, Bryan Kolk, Charles Trapp, Ken DeLaat.
AGENDA - MOTION NUMBER	19-078
Motion by Charles Trapp, second by Burt Cooper, to approve the agenda for February 20, 2019. Ayes – Burt Cooper, Charles Trapp, Bryan Kolk, James Maike, Ken DeLaat. Nays – none. Motion carried.	
PUBLIC COMMENT	None
MINUTES - MOTION NUMBER	19-079
Motion by Bryan Kolk, second by James Maike, to approve the minutes from the February 6, 2019 regular Finance Committee meeting. Ayes – Burt Cooper, Charles Trapp, Bryan Kolk, James Maike, Ken DeLaat. Nays – none. Motion carried.	
MOTION NUMBER	19-080
Motion by Charles Trapp, second by Bryan Kolk, to approve the Semi-Monthly Detail Analysis dated February 20, 2019, for a total amount of \$225,075.33. Ayes – Burt Cooper, Charles Trapp, Bryan Kolk, James Maike, Ken DeLaat. Nays – none. Motion carried.	
MOTION NUMBER	19-081
Motion by Bryan Kolk, second by Charles Trapp, to ratify the January 2019 Monthly Check Register in the amount of \$3,011,655.42. Ayes – Burt Cooper, Charles Trapp, Bryan Kolk, James Maike, Ken DeLaat. Nays – none. Motion carried.	
MOTION NUMBER	19-082
Motion by James Maike, second by Bryan Kolk, to approve the Newaygo County Budget Report for the month of January 2019, with Budget Amendments and Transfers as presented. Ayes – Burt Cooper, Charles Trapp, Bryan Kolk, James Maike, Ken DeLaat. Nays – none. Motion carried.	
MOTION NUMBER	19-083
Motion by Bryan Kolk, second by Charles Trapp, to accept Fremont Area Community Foundation Grant #20181214 in the amount of \$500,000.00 for Michigan's Dragon at Hardy Dam, and authorize the Board Chairman and County Administrator to sign any and all of the necessary documents. Ayes – Burt Cooper, Charles Trapp, Bryan Kolk, James Maike, Ken DeLaat. Nays – none. Motion carried.	
MOTION NUMBER	19-084
Motion by Charles Trapp, second by Bryan Kolk, to accept the Fremont Area Community Foundation Grant #20181246 in the amount of \$75,000.00 for recycling services, and authorize	

the Board Chair and County Administrator to sign any and all necessary documents. Ayes – Burt Cooper, Charles Trapp, Bryan Kolk, James Maike, Ken DeLaat. Nays – none. Motion carried.

COMMITTEE REPORTS	Public Safety/Judicial
MOTION NUMBER	19-073-1
Motion by Burt Cooper, second by Charles Trapp, to approve the Blue Cross Blue Shield agreement for Newaygo County inmates from February 1, 2019, through January 31, 2020, and authorize the Sheriff to sign any and all necessary documents. Ayes – Burt Cooper, Charles Trapp, Bryan Kolk, James Maike, Ken DeLaat. Nays – none. Motion carried.	

MOTION NUMBER	19-074-1
Motion by Burt Cooper, second by James Maike, to adopt <u>Resolution #02-002-19</u> regarding the 911 surcharge, and authorize the Central Dispatch Director and County Clerk to sign any and all of the necessary documents. Ayes – Burt Cooper, Charles Trapp, Bryan Kolk, James Maike, Ken DeLaat. Nays – none. Motion carried.	

MOTION NUMBER	19-075-1
Motion by Burt Cooper, second by Bryan Kolk, to execute the attached Mid Mitt ESInet Intergovernmental Agreement, and authorize the Board Chairperson and County Clerk to sign any and all of the necessary documents. Ayes – Burt Cooper, Charles Trapp, Bryan Kolk, James Maike, Ken DeLaat. Nays – none. Motion carried.	

MOTION NUMBER	19-076-1
Motion by Burt Cooper, second by Charles Trapp, to approve the Michigan Indigent Defense Commission (MIDC) Grant Agreement with consideration and discussion related to the reporting requirements. Ayes – Burt Cooper, Charles Trapp, Bryan Kolk, James Maike, Ken DeLaat. Nays – none. Motion carried.	

ADMINISTRATOR'S REPORT	Administrator Christopher Wren
Items reported by the Administrator included: <ul style="list-style-type: none">• MIDC is going to approve some adjustments to the reports since it is the fiduciary data to be reported on, not the court data.• There is a possibility an amendment to the previous IT agreement with NCATS could be brought forward due to recent changes in IT personnel.	

PUBLIC COMMENT	Dale Twing, Drain Commissioner
<ul style="list-style-type: none">• The Fremont recycle site is open and doing well. There were approximately 40 people who used the site on Saturday. Donations are coming in, but finding volunteers is a struggle. The school is bringing in special needs students to assist on Mondays, which is very helpful. Expecting to add additional sites in the future.	

PUBLIC COMMENT	Holly Moon, County Treasurer
<ul style="list-style-type: none">• The Election Commission, consisting of the County Treasurer, County Clerk and Probate Judge, met yesterday at 2:00 p.m. for a Clarity Hearing on recall petitions for Merrill Township. The language was denied as one of the questions on each petition was unclear. Any party can appeal the decision within the next 10 days to the Circuit Court.	

MISC. REPORT	Commissioner James Maike
<ul style="list-style-type: none">• Expects to attend a meeting on Friday for District #10 Health Department in Cadillac with Commissioner Kolk. Will be discussing the situation of Kalkaska wanting to pull out.	

- According to Public Act 288, the DNR reported that there are 6,389 miles that have been opened for ORV use.

MISC. REPORT	Commissioner Bryan Kolk
	<ul style="list-style-type: none"> • Going to Lansing this afternoon for a meeting regarding the Public Act 2 Liquor Tax Funds that we receive and the disbursement of these funds.

ADJOURNMENT	19-085
Motion by Burt Cooper, second by Charles Trapp, to adjourn the meeting at 10:07 a.m. Ayes – Burt Cooper, Charles Trapp, Bryan Kolk, James Maike, Ken DeLaat. Nays – none. Motion carried.	

COUNTY CLERK CERTIFICATION	Jason VanderStelt, County Clerk
CHAIRPERSON CERTIFICATION	Ken DeLaat, Committee Chair
DATE CERTIFIED	February 20, 2019

INTERGOVERNMENTAL AGREEMENT

Mid Mitt ESINet Consortium

The Michigan County of Newaygo, the Mason-Oceana County Central Dispatch Authority (“MOCDA”), the Mecosta Osceola County Central Dispatch Authority (“MECEOLA”), and the Michigan County of Clare (collectively, the “Collaborators”) have elected to utilize the Intergovernmental Contracts Between Municipalities Act MCL §124.1 to share the costs of new telephone technologies and virtual backup capabilities for their 911 call answering and emergency service dispatch operations.

I. Purpose And Definitions

A. Each Collaborator provides 911 answering and dispatch services for emergency police, fire and medical requests and related first responder activities within their respective service districts. The Collaborators recognize that cost efficiencies can be achieved by common technology purchasing and coordination of certain functions among or between their 911 operations.

B. The Collaborators agree that representatives may meet periodically to discuss additional services, functions, partnerships or positions that could become the subject of additional association to achieve cost efficiencies and service effectiveness in the future.

C. For purposes of this Agreement, the following terms shall have the following meanings:

- “911 Act” refers to the 9-1-1 Service Enabling Act, MCL §484.1101 et seq.
- “Collaborators” means the County, Authorities and any other central dispatch entity that subsequently approves this Agreement and is admitted into the Collaboration as provided herein.
- “Common Benefit” means any tangible equipment or intangible service that provides a shared or joint advantage, including but not limited to a telephone system, computer software, or virtual backup.
- “911 Center Board” refers to the Authority’s Administrative Policy Board and the County 911 Boards as identified in the 911 Act, unless as provided by MCL §45.554(2)—the County Executive administers 9-1-1 or the Board of Commissioners in any of the Counties specifies otherwise.

II. Name/Nature of Association

A. The Collaborators agree that no joint venture is created by this Agreement and that no separate or independent legal entity is created hereby. Services provided by the holder of the associated position within a particular party shall be considered provided by that Collaborator, regardless of which party has hired, contracted with, or pays the holder of the position.

B. Each Collaborator covenants not to sue any other Collaborator regarding any associated services provided hereunder and waives any right of subrogation. Each party agrees not to assign any right under this Agreement or any cause of action against the other party regarding services provided under this Agreement. Notwithstanding the above, nothing herein should be construed as intending to preclude a party from instituting legal proceedings to enforce the terms and conditions of this Agreement.

C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Collaboration or any of the Collaborators in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by each Collaborator in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Collaboration or any of the Collaborators or their employees, respectively, as proved by statute or court decisions.

D. Each of the parties to this Agreement agrees to cooperate with the other parties in the operation of their respective risk management systems. Each party agrees that if an incident occurs and is reported as a part of its respective risk management system, and if the incident report involves activities involved with the Agreement for any participating entity or its respective staff or agency, a copy of said incident report will be immediately delivered to the designated representative of the other parties. It is agreed and understood that said incident reports will be held in the strictest of confidence to the extent permitted by law, and that each party agrees to cooperate fully with the other in the investigation and resolution of the incident or liability exposure revealed as a result of its respective risk management system.

E. This Agreement is not intended to be a third party beneficiary contract and confers no right on anyone other than the parties hereto.

F. The above notwithstanding, the Collaborators agree to call their association the "Mid Mitt Consortium" (herein referred to as "Collaboration").

III. Membership/Duration and Termination

A. Any of the parties to this Agreement may withdraw from the Collaboration by providing the remaining Collaborator(s) with written notice of such withdrawal. The effective date of the withdrawal shall be ninety (90) days after the mailing of the notice through certified mail, return receipt requested to the Directors of the remaining parties. This Agreement shall continue indefinitely unless only one Collaborator remains, in which case the Agreement shall terminate. The parties to the Agreement may also terminate it by mutual consent.

B. Before a new party may be added to the Collaboration, all then current Collaborators must approve the membership. The new Collaborator shall incur all associated costs for joining the Mid Mitt ESInet and multinode E911 solution. If it approves this Agreement and all amendments, pays its allocated share of capital costs, the new party will become a full member of the Collaboration.

C. If a withdrawing member is hosting a server, microwave or other association hardware or software, that party may not terminate without at least insuring that the Collaboration or other members has or have adequate time to move the hardware to another location. Upon a party's withdrawal from or termination of this entire Agreement, a goal of this Agreement is that each party retain or receive fair compensation of in-kind equipment or services or financial remuneration commensurate with its participation herein. A recognized principle in making that equitable distribution would be to try, where possible, to maintain equipment in the location in which it is installed. In such circumstances, each party, whether remaining in the Collaboration or leaving it, has the right to invoke the dispute resolution mechanism provided in Section VII below related to financial and equipment rights.

D. The promises provided in Section II shall survive the termination of this Agreement. The financial commitments of each party shall continue until the date of its withdrawal or the termination of the Agreement. Any financial commitment accrued during the period in which the party was subject to the terms of this Agreement shall continue despite its withdrawal or the termination of the Agreement.

IV. Shared Services and Technology

A. The Collaborators agree that the two areas of shared technology and service that are immediately subject to this Agreement are: 1) a 911 telephone system and 2) technologies that enable the Collaborators to serve as virtual emergency backups to one another if a Collaborator's 911 dispatch system experiences a primary system failure. In this regard and to facilitate this backup service, each Collaborator consents to being listed as a secondary or backup primary PSAP in the other's County 911 Plan or Plans and agrees to file a notice of intent to serve in that capacity if notified within the 911 planning process.

B. Subject to the decision-making provisions of Section V, additional technologies and services may be added if the organizational Collaborators determine that the association will realize economic efficiencies, service efficiencies, or hardware and/or software upgrades to ensure overall solution uptime.

V. Decision-making

A. The Collaborators agree that the 911 Directors will periodically confer to discuss operational and funding needs and to present recommendations to the respective entities governing the 911 Centers. Decision-making will be by consensus of the 911 Center Boards.

B. The Collaboration shall have the authority to commit retainer funds as described below to the extent authorized by the respective governing entities, but shall not have the authority to otherwise bind the individual member Counties through contract or common law.

VI. Cost Allocation

A. The PSAPs agree to individually cover hardware, software and service costs that the Consortium Board determines can be itemized and segregated per actual use and control by the individual member collaborators.

B. Where the costs of the hardware, software or services are not amenable to segregation by individual PSAP, the parties will consider the costs “common”. “Common costs” will be distributed on an equitable basis among the membership PSAPs taking into account whether the relative size of the PSAP is relevant to the common cost. A list of common cost items will be listed in Appendix A

C. Common costs will be divided between collaborators. Division of costs shall be determined by consensus of the 911 Directors and shall consider hardware, software, labor, and any other expenses. Division may be equal by the number of Collaborators, determined by the number of dispatch position licenses held at each PSAP, or other division deemed appropriate by the 911 Directors.

D. The Collaboration may require a retainer from each of the Collaborators to facilitate common purchasing at a level agreed to by each of the Collaborators. The Collaboration will select one or more of the Collaborator's treasurers to serve as the repository for these retainer funds. All retainer funds shall be held in trust by the Collaborator(s) holding them for the common purposes and interest of the member. If a Collaborator withdraws or this Agreement is terminated, all unpledged or uncommitted portions of that Collaborator's retainer funds shall be returned to it upon withdrawal and/or termination.

VII. Dispute Resolution

The following shall be the dispute mechanism procedure for resolving any dispute among the Collaborators pertaining to the implementation and/or enforcement of this Agreement:

1. The 911 Directors shall participate in face to face meeting to try to resolve the dispute.
2. If this meeting does not lead to the resolution of the issue, a representative from each of the other Counties' 911 Boards, along with the 911 Directors, will meet in a face to face meeting in an effort to resolve the dispute.
3. If this meeting does not resolve the issue, the parties agree to work through a facilitative mediation process with an experienced, neutral mediator.

If this process does not lead to the resolution of the issue, any Collaborator may submit a written request to the American Arbitration Association asking it to appoint an arbitrator. Such request must be copied to the other Collaborators and submitted within twenty (20) days of the step two meeting. The costs of the arbitration will be split on an equal basis between the party requesting the arbitration as one party and the remaining Collaborators as the other. The arbitrator shall hold a hearing pursuant to the rules of AAA and the arbitrator's written decision will be binding

and a judgment may be entered in accordance with Michigan Court rules in any circuit court within the geographic area covered by the Collaborators in this Agreement.

Miscellaneous Provisions

1. Nothing in this Agreement shall be interpreted as precluding a party from associating with another 911 collaboration or consolidation in a manner that does not compromise the Common Benefits covered by this Agreement.
2. Any notice to be sent under this Agreement shall be effective when filed with the 9-1-1 Directors and corporation counsel of the other parties at its or their then current addresses.
3. This Agreement may be approved in counterparts.
4. This Agreement shall be effective when approved and executed by the last of the initial three Collaborators to approve it.
5. If any party must resort to judicial proceedings to enforce the terms and conditions of this Agreement, the prevailing party or parties shall be entitled to reimbursement of its or their reasonable attorneys' fees and costs.
6. Failure to enforce a term or condition of this Agreement shall not be construed as a waiver of that term and condition in subsequent enforcement proceedings.
7. If any provision of this Agreement is determined to be invalid, it shall be severed and the remaining provisions shall be deemed valid, binding and enforceable.
8. This Agreement contains the complete expression of the parties' understanding regarding the subjects contained herein. All prior or contemporaneous oral or written agreements are merged herein. This Agreement may not be modified except in writing duly approved and signed by all parties.

Appendix A Common Cost Items

The Mid Mitt multimode is a complex telephony system that delivers 911 calls to each of the collaborators. The hardware, software and network are proprietary solutions by companies West Corporation, InDigital Telecom, and Peninsula Fiber Network (PFN). Defining the hardware, software and network components that are common costs is difficult. To determine what is a common cost versus individual collaborator cost responsibility, it is important to understand the solution at a high level.

At the heart of the Mid Mitt multimode are 2 "hosts". One is housed at MOCDA and the other at Meceola. Each host has site redundancy, meaning there are two of everything at a single host site.

Each host site has a Server Side A and Server Side B. It would take at least one system failure on each server side at a host site to take down the host site. In this situation, all sites automatically failover to the other host site and a system failure goes unnoticed by the collaborator sites.

The two hosts are connected to one another in a way that the systems functions as one whole system. If a failure takes down one host, all calls are automatically and seamlessly delivered using the other host. By definition, common costs should be defined as any deficiency that takes away from the normal operation of all four server sides, both host sites, and the networks that interconnect them.

It may be easier to call out common costs by defining the only known costs that are not common.

Known “Non-Common” Costs:

- Analog Interface Modules (AIMs)
- AC9s
- Keyboards
- Mice
- Monitors
- Handsets

The loss of service with any of the above components do not affect the integrity or uptime of the solution as a whole and are the responsibility of the individual PSAP.

If consensus cannot be agreed upon by the collaborator’s technical contacts, Section VII on Dispute Resolution shall be followed to resolve whether a deficiency is (or is not) a common cost for all collaborators to share in accordance with section VI.

Execution

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NEWAYGO COUNTY

By: _____

Date: _____, 2019

Chairperson
Newaygo County Board of Commissioners

Attest: _____

Newaygo County Clerk

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MASON-OCEANA 911 AUTHORITY

By: _____

Date: _____, 2019

Board of Authority Chairperson

Attest: _____

Board of Authority Vice Chairperson

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MECEOLA CONSOLIDATED CENTRAL DISPATCH 911 AUTHORITY

By: _____

Date: _____, 2019

Board of Authority Chairperson

Attest: _____

Board of Authority Vice Chairperson

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Clare County

By: _____

Date: _____, 2019

Chairperson, Clare County Board of Commissioners

Attest: _____

Clare County Clerk