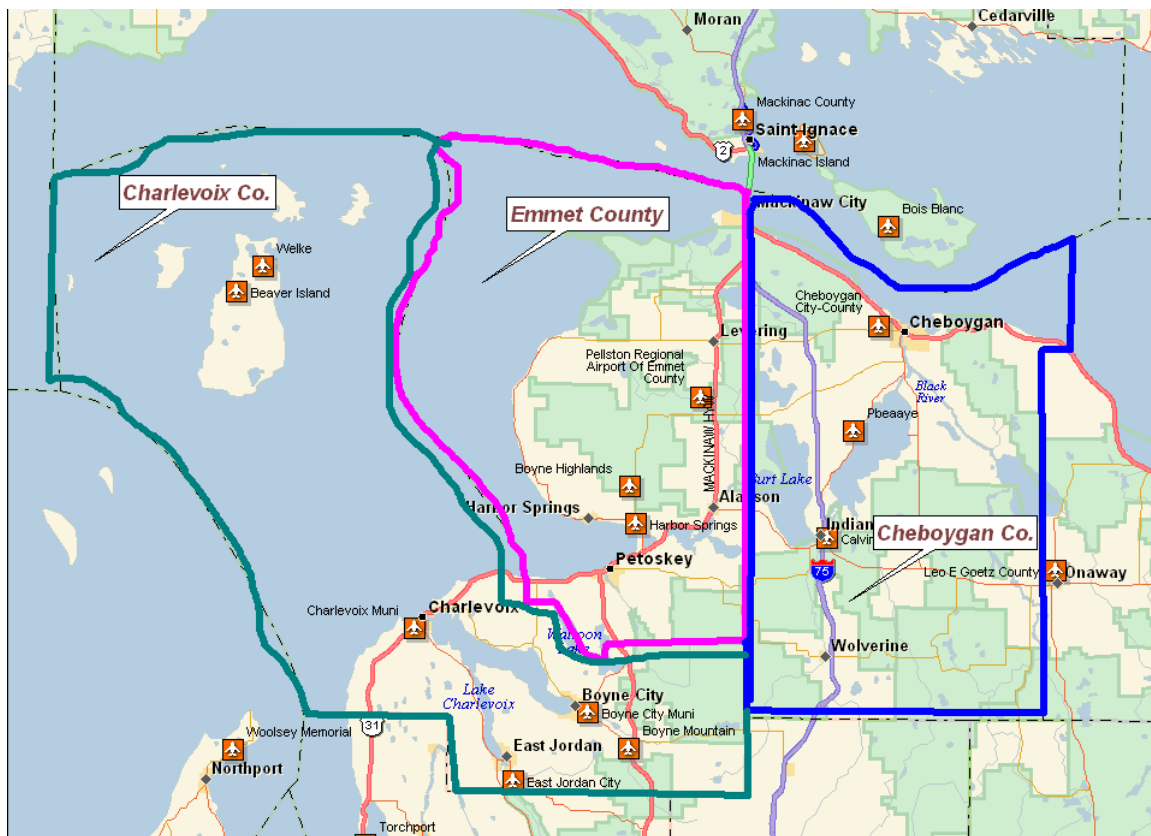


JOINT 3 COUNTY 9-1-1 DISPATCH IN MICHIGAN

Appendix 2: Information related to “CCE 9-1-1” Services 3 Counties in Michigan “CCE911” Serves Charlevoix, Cheboygan, and Emmet Counties in Michigan

Opened in 1996 it took over the dispatch role for three Sheriff's Departments and several city police and fire department operations. It is a true “joint powers” organization binding the three counties together with a 9 member board consisting of 1 County Commissioner from each county, 1 city-village elected official or administrator from each county and 1 township elected official from each county. They have 20 FTE consisting of 12 dispatchers, four Lead Dispatchers, one Assistant Director, one Admin Aide, and one Director. The total population served is about 83,875 split 37 percent Emmet County, 32.5 percent Cheboygan County and 31.1 percent Charlevoix County. Nearest serving airport is Traverse City. The total square mileage of the three counties is 1,601, or an average of 534 each. (For comparison purposes, the total square mileage of the 6 SW MN counties is 3,963 or an average of 660 each).

CONTACT POINT: Robert Bradley, Director @ 231.439.3300. E-mail is Bradley@cce911.com



911 C.A.L.M.

911

Central Dispatch Authority of Lower
Michigan

AGREEMENT

BETWEEN THE COUNTIES OF

CHARLEVOIX, CHEBOYGAN, AND EMMET

ON BEHALF OF PARTICIPATING MUNICIPALITIES



April, 1993

TABLE OF CONTENTS

	Page
Section I. PURPOSE	A2-4
Section II. DEFINITIONS	A2-4
Section III. GOVERNANCE	A2-6
Section IV. OPERATIONS	A2-10
Section V. FISCAL ADMINISTRATION	A2-12
Section VI. DISSOLUTION	A2-15
Section VII. ADDITION OF OTHER MUNICIPALITIES	A2-16
Section VIII. MISCELLANEOUS	A2-16
Execution	A2-19



AGREEMENT

9 | 1

CENTRAL DISPATCH AUTHORITY OF LOWER MICHIGAN

This Agreement is made by and between the counties of Charlevoix, Emmet and Cheboygan on behalf of the participating municipalities as described herein.

SECTION I: PURPOSE

The participating municipalities desire to centralize the dispatch of emergency service responders including private safety entities within Charlevoix, Emmet and Cheboygan Counties. The intent of this Agreement is to create for this purpose a separate authority, entitled **911 Central Dispatch Authority of Lower Michigan (911C.A.L.M.)** through the auspices of the Inter-Governmental Contracts Between Municipalities Act, Urban Cooperation Act, and Emergency Telephone Service Enabling Act.

SECTION II: DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- 2.1 **Board** refers to the Board of Directors described in this Agreement.
- 2.2 **Budget** refers to the annual fiscal plan regarding anticipated expenditures and revenue adopted by the Board at its October meeting.
- 2.3 **Emergency Telephone Service Enabling Act** refers to 1986 P.A. No. 32, as amended, MCLA 484.1101 etseq.
- 2.4 **Executive Committee** refers to the chairperson, vice-chairperson and secretary of the Board.
- 2.5 **Fiscal year** shall be the same as the calendar year.



- 2.6 **Inter-Government Contracts Between Municipalities Act** refers to 1982 P.A. No. 138, as amended, MCLA 124.1 etseq.
- 2.7 **Legislative body** refers to the governing body of each participating municipality.
- 2.8 **Municipalities** refers to the counties of Charlevoix, Cheboygan and Emmet, and the cities, villages and townships within said counties.
- 2.9 **911 C.A.L.M.** refers to 911 Central Dispatch Authority of Lower Michigan as created herein.
- 2.10 **Participating agencies** refers to the emergency service responders of the participating municipalities.
- 2.11 **Participating municipalities** refers to those units of government receiving services from **911 C.A.L.M.**
- 2.12 **Private Safety Entity** refers to a private entity, which provides emergency fire, ambulance, or medical services.
- 2.13 **Properly convened meeting** refers to a Board or Technical Advisory Committee meeting where a majority of the appointed members are present and which was the subject of 5 days prior written notice to each member or prior attempts to reach each member telephonically if the meeting was called with less than 5 days notice.
- 2.14 **Proper vote** refers to a polling of the members of the Board or Technical Advisory Committee which results in an affirmative majority of those members present and voting, not less than five (5) in the case of the Board.
- 2.15 **Public Safety Answering Point (PSAP)** refers to a communications facility operated on a 24 hour basis, assigned responsibility to receive both emergency and non-emergency requests for service, as appropriate, to process service requests by means of either the direct dispatch method, the relay method, or the transfer method.



- 2.16 **Urban Cooperation Act** refers to 1967 P.A. Ex. Sess. No. 7, as amended, being MCLA 124.501 etseq.
- 2.17 **Year End Contribution Figures** refers to the financial contribution figures, annually calculated by the auditors, for all participating and supporting municipalities.
- 2.18 **911 Plan** refers to the Plan adopted by the County Board of Commissioners pursuant to the Emergency Telephone Service Enabling Act.

SECTION III: GOVERNANCE

- 3.1 **STATUS: 911 C.A.L.M.** through its Board, shall be the legal entity separate and independent from the participating municipalities.
- 3.2 **BOARD OF DIRECTORS**
- A. **Composition:** The general policies governing **911 C.A.L.M.** shall be established by a board of directors (**Board**) of nine (9) members to be composed as follows:
- Three county commissioners:** one appointed from each county board of commissioners.
- Three city or village representatives:** one selected from each county. The local government representative shall be selected by majority vote of all the mayors in the county, and may be the mayor, village president, village trustee, city councilmember or city manager.
- Three township representatives:** one selected from each county. This representative shall be selected by majority vote of the Michigan Township Association chapter in each county. This person shall be any elected township official.
- (I) Each representative shall serve at will for a three-year term and may be removed in the same manner as selected. Each member shall serve without compensation from **911 C.A.L.M.**



(2) The terms of the board members shall be staggered with the Charlevoix representatives initially appointed to serve for three (3) years; the Cheboygan representatives two (2) years and the Emmet representatives one (1) year. Thereafter the terms of said board members shall be three (3) years.

(3) The selection of board members should be made with intention of achieving geographic equality and balance within each county.

B. **Powers:** In addition to general policy-making authority and other powers conferred herein, the Board is authorized to perform the following functions for **911 C.A.L.M.** in order to facilitate the purpose of this Agreement:

- (1) enter into contracts;
- (2) acquire, hold or dispose of property;
- (3) construct, manage, or operate buildings or improvements;
- (4) contract with participating agencies to provide manpower, equipment or administrative services;
- (5) receive and administer grants, gifts, bequests, or assistance funds;
- (6) incur debt and liabilities;
- (7) approve **911 C.A.L.M.** annual Budgets;
- (8) approve all **911 C.A.L.M.** expenditures;
- (9) contract with municipalities or private agency regarding the provision of central dispatch services in exchange for financial or other contribution; and



(10) notwithstanding the above, the authority of the Board shall be limited to **911 C.A.L.M** and its funds and the Board shall not have the authority to bind, commit or encumber the funds of the participating municipalities or the participating agencies, public or private. **911 C.A.L.M.** shall not possess the power to levy any type of bond in its own name.

- C. **Exercise of Authority:** The Board shall meet at least quarterly with a mandatory meeting in January and October. The Board may meet more frequently at its discretion. At the January meeting, the Board shall elect a Chairperson, Vice-Chairperson and Secretary from its membership and a Fiscal Agent who may be from its membership or may be the fiscal agent of a participating municipality. At its October meeting it shall adopt a Budget for the ensuing fiscal year. Powers shall be exercised upon a proper vote at a properly convened meeting. Each member shall be entitled to one vote.
- D. **Executive Committee**
- (1) Board Chairperson elected at the January meeting of the Board shall preside over meetings of the Board. The Chairperson may appoint committees and call special meetings of the Board.
 - (2) Board Vice-Chairperson shall be selected in like manner as the Chairperson and shall preside in the absence of the chairperson.
 - (3) Board Secretary shall be selected in like manner as the Chairperson and shall keep accurate minutes of all Board meetings and distribute the same to each member prior to each meeting. The Secretary shall also maintain all official records of the Board and present them upon request of the Board or public under the Freedom of Information Act.



E. Board Fiscal Agent

The board shall select a fiscal agent who shall collect and disburse funds as directed by the board. The fiscal agent shall maintain all financial records and report to the board at regular meetings. The fiscal agent shall serve at will, without compensation and without voting rights unless the fiscal agent is a member of the board.

F. Board Legal Counsel

The board shall appoint one of the prosecuting attorneys from Charlevoix, Cheboygan, or Emmet County to serve as legal counsel to the board. Counsel shall serve at will, without compensation and without voting rights.

3.3 TECHNICAL ADVISORY COMMITTEE

A. Composition

A Technical Advisory Committee shall be established and shall be directly responsible for the administration and operation of the functions assigned to it by the Board. The Technical Advisory committee is an advisory body and shall make recommendations to the Board. The Technical Advisory Committee shall be comprised of the following representatives:

- (1) The County Sheriff from each county.
- (2) One (1) Chief of Police, or Director of Public Safety from each county appointed by the board of directors.
- (3) The Commanding Officer of each State Police Post in each county.
- (4) One (1) Fire Chief from each county to be selected by the board of directors.
- (5) One (1) Emergency Medical Services representative appointed by the medical authority of each county.
- (6) One (1) Prosecuting Attorney from one of the participating counties to be selected by the board of directors.

Each representative that is appointed shall serve at will of the board.



B. Executive Committee

- (1) Chairperson. A Chairperson shall be selected at the first meeting of the Technical Advisory Committee and shall serve for one (1) year. The Chairperson shall preside over all meetings of the Technical Advisory Committee and appoint whatever committee, which may be necessary to complete the business of the Technical Advisory Committee.
- (2) Vice-Chairperson shall be selected in like manner as the Chairperson and shall preside in absence of the Chairperson.
- (3) Secretary shall be selected in like manner as the Chairperson and shall keep accurate minutes of all Technical Advisory Committee meetings and distribute the same to the Technical Advisory Committee and the Board prior to the regular meetings.

C. Meetings

The Technical Advisory Committee shall meet as necessary. Each member shall serve without compensation from **911 C.A.L.M.** and shall be entitled to one vote. All decisions of the Technical Advisory Committee shall be made by a proper vote at a properly convened meeting. Notwithstanding the above, all decisions of the Technical Advisory Committee and its members are subject to review by the Board, or its executive committee, at its next properly convened meeting.

SECTION IV: OPERATIONS

- 4.1 **PERSONNEL:911 C.A.L.M.** Board shall have the authority to employ personnel. Additionally or in the alternative, **911 C.A.L.M.** may contract with participating municipalities for the assignment of personnel to **911 C.A.L.M.**

A. Executive Director of the Authority

The Board shall employ an **Executive Director of the Authority** who shall within limits set by the board, employ other necessary



personnel. In addition to supervisory responsibilities, the Director shall prepare the annual budget for the operation of Central Dispatch for submission to the Board. The Director shall keep an accurate accounting of the financial operations of the Central Dispatch and shall report to the Board regarding the financial condition of this operation.

- 4.2 **CENTRAL DISPATCH: 911 C.A.L.M.** is charged with the responsibility of operating a Public Safety Answering Point (PSAP) and CentralDispatchCenter for participating agencies. The Board may contract with a service supplier for 911 emergency service system covering all jurisdictions served by participating municipalities. Any contract with the service supplier must be consistent with the provisions of the Emergency Telephone Service Enabling Act.
- 4.3 **LIABILITIES: 911 C.A.L.M.** Board of Directors may contract for and shall carry appropriate coverage's including but not limited to:
- Workers Compensation
 - Employer's Liability
 - Business Automobile Liability
 - Comprehensive General Liability
- 4.4 **INDEMNIFICATION: 911 C.A.L.M.** may indemnify any participating municipality against any general losses, damages, or liabilities arising out of the service and activities of the **911 C.A.L.M.** or participation in **911 C.A.L.M.** up to its liability insurance policy limits. **911 C.A.L.M.** liability or losses in excess of such limits shall be apportioned among the participating municipalities, each according to the percentage its year end contribution figures bear to the total year end contribution figures of participating municipalities for the year or years in which the actions or omissions resulting in the liability or losses occurred but only if and to the extent such liability or losses can be legally imputed to the participating municipalities in the absence of this provision.



SECTION V: FISCAL ADMINISTRATION

- 5.1 **FINANCING:** The funding formula for the participating municipalities, by county shall be:
- a) 40% allocated based on telephone lines. It is agreed that of this amount EmmetCounty participating municipalities shall be responsible for 45%, CharlevoixCounty participating municipalities 30%, and CheboyganCounty participating municipalities 25%.
 - b) 60% equally (1/3 each) between Charlevoix, Emmet and CheboyganCounties participating municipalities.
 - c) This formula shall be reviewed every five (5) years. The funds shall be payable quarterly in advance beginning January 1 and each quarter thereafter, based on established budget, to be reconciled at the end of the year.
 - d) Penalty. Late payments shall be subject to a 10% interest penalty. Non Payment may result in termination of Central Dispatch Service, after proper notification pursuant to this agreement pursuant to Section 6.2.
- 5.2 **BUDGET:** For each fiscal year, the Board shall adopt a Budget which shall generally segregate anticipated revenues into accounts designed to cover expected expenditures. The Budget shall balance anticipated revenues with expected expenditures and contingency



accounts. No expenditure may be authorized if it will result in an actual budgetary account deficit or is at a rate which will eventually lead to an actual budgetary account deficit prior to the end of the fiscal year. The Board shall amend the Budget to meet deviations in expected revenues or authorized expenditures.

5.3 **DEPOSITORY:** The Board shall designate such depositories which shall be a federally or state regulated bank or saving institution, and established therein accounts wherein the fiscal agent shall deposit all **911 C.A.L.M.** revenues. The secretary's signature, or one other person designated by the Board, shall be required before the depository may release any **911 C.A.L.M.** funds.

5.4 **ANNUAL AUDIT:** All **911 C.A.L.M.** finances and expenditures shall be subject to a complete annual audit which will include an unqualified audit opinion to be performed by a certified public account. As part of the audit, the auditors shall calculate the financial contribution of each participating municipality to **911 C.A.L.M.** for that year including a reasonable dollar quantification for all in-kind services provided by the participating municipalities to **911 C.A.L.M.** These figures entitled



“year-end contributions figures”, shall be used in determining the historical contribution of each municipality as detailed in Section 6, entitled “Dissolution”.

- a) Each participating municipality may review the documentation and utilized work papers generated in each annual audit.
- b) The Technical Advisory Committee shall establish procedures in conjunction with the auditor that preserve the confidentiality of **911 C.A.L.M.’s** operations and notwithstanding anything contrary in this Agreement, the audit may be qualified to the extent necessary to preserve confidentiality. A copy of the Annual Audit shall be available to the legislative body of each participating municipality. The legislative body of each participating municipality shall also have the right to request other financial information regarding **911 C.A.L.M.’s** Budget, funds and expenditures. The Board shall respond to such a request within 10 business days and may only deny the request if release of the information would jeopardize the confidentiality of **911 C.A.L.M.’s** operations.



SECTION VI: DISSOLUTION

6.1 VOLUNTARY DISSOLUTION

- a) In the event this Agreement is terminated, each participating municipality active in **911 C.A.L.M.** at the time of termination shall be entitled to a portion of **911 C.A.L.M.**'s assets after reasonable dissolution expenses are deducted. Upon dissolution, all **911 C.A.L.M.**'s assets shall be distributed among the then active participating municipalities according to their historical contribution to **911 C.A.L.M.** Such municipality's historical contribution shall be computed by adding all of its year-end contribution figures together and dividing that sum by the total of all year-end contribution figures of all active participating municipalities in **911 C.A.L.M.** The resulting percentage shall be multiplied by **911 C.A.L.M.**'s assets to achieve the municipality's share.
- b) Each participating municipality shall, at the execution of this agreement, designate a public safety answering point in the event of termination of this agreement.



6.2 **INVOLUNTARY DISSOLUTION**

a) A participating municipality may be subject to termination of services under this agreement for a breach of the terms herein. A participating municipality that is involuntarily dissolved from this agreement shall not be entitled to any portion of **911 C.A.L.M.'s** assets and shall forfeit any contributions to the same.

b) A participating municipality that is terminated from **911 C.A.L.M.** shall have all calls to emergency service responders forwarded to their public safety answering point.

SECTION VII: ADDITION OF OTHER MUNICIPALITIES

7.1 Pursuant to MCL 124.603, as amended, and the approval of 2/3 vote of the board other municipalities may be added to this agreement.

SECTION VIII: MISCELLANEOUS

8.1 **INTENT:** This Agreement constitutes the complete expression of the agreement between the participating municipalities and there are no other oral or written agreements or understandings between the municipalities concerning **911 C.A.L.M.**



- 8.2 **SEVERABILITY:** This Agreement shall be interpreted in a manner consistent with applicable law. If any portion is held to be illegal, invalid, or unenforceable, the remainder of the Agreement shall be deemed severable and shall remain in full force and effect.
- 8.3 **TERM:** This Agreement shall be perpetual unless terminated by resolution approved by three-fourths of the participating municipalities, or as provided in Section 8.4.
- 8.4 **AMENDMENT:** This Agreement may be amended by majority vote of all 3 county Board of Commissioners on behalf of the participating municipalities through a resolution approving the amendment. Such amendments shall not become effective until 60 days after the approval was obtained.



EXECUTION

COUNTY OF CHARLEVOIX

Itself and on behalf of the participating municipalities of Charlevoix County

By _____

Its _____

Attest:

By _____

Its _____

CERTIFICATION

I, _____, the Clerk of the County of Charlevoix, hereby certify that its legislative body duly approved this Agreement and directed that it be executed by its Chairman, whose signature has been applied above.

CountyClerk

Dated: _____



EXECUTION

COUNTY OF EMMET

Itself and on behalf of the
participating municipalities of
Emmet County

By _____

Its _____

Attest:

By _____

Its _____

CERTIFICATION

I, _____, the Clerk of the County of Emmet, hereby certify that its legislative body duly approved this Agreement and directed that it be executed by its Chairman, whose signature has been applied above.

CountyClerk

Dated: _____



EXECUTION

COUNTY OF CHEBOYGAN

Itself and on behalf of the
participating municipalities of
Cheboygan County

By _____

Its _____

Attest:

By _____

Its _____

CERTIFICATION

I, _____, the Clerk of the County of Cheboygan, hereby certify that
its legislative body duly approved this Agreement and directed that it be executed by its Chairman,
whose signature has been applied above.

CountyClerk

Dated: _____

