

**AGREEMENT  
TO ESTABLISH AN OTTAWA COUNTY  
CENTRAL DISPATCH AUTHORITY**

This Agreement is made by and between the participating municipalities as described herein.

**SECTION I  
PURPOSE**

The participating municipalities first entered into an agreement in 1988 to create an entity that could provide the centralized dispatch of emergency police, fire and ambulance services within Ottawa County and the portions of the City of Holland located within Allegan County. The 1988 Agreement was subsequently revised in 1990. The intent of this Agreement is to ratify all prior agreements, including but not limited to the original 1988 agreement and the revisions made in 1990, and then to merge and replace such agreements into and with this updated and republished Agreement, thus maintaining and perpetuating the separate legal entity, known as the "Ottawa County Central Dispatch Authority" ("OCCDA").

**SECTION II  
DEFINITIONS**

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

2.1 "Board" refers to the Administrative Policy Board 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, MCL 484.1101 et seq.

2.4 "Fiscal year" refers to the period of time in which the Budget shall be effective and shall be coterminous with the calendar year.

2.5 "Legislative body" refers to the governing body of each participating municipality.

2.6 "OCCDA" refers to Ottawa County Central Dispatch Authority as created herein.

2.7 "Participating agencies" refers to the law enforcement agencies and fire departments of the participating and supporting municipalities.

2.8 "Participating municipalities" refers to Ottawa County, the City of Grand Haven and the City of Holland.

2.9 "Properly convened meeting" refers to a Board meeting where a majority of the appointed members are present, and which was the subject of five (5) 5 days prior written notice to each member or prior attempts to reach each member telephonically if the meeting was called with less than five (5) days notice.

2.10 "Proper vote" refers to a polling of the members, which results in an affirmative majority of those members present and voting, with the exception of the approval of the budget and budget amendments over \$50,000 as exercised under Section V which shall require the affirmative vote of a majority of the entire membership appointed and serving.

2.11 "Supporting municipalities" refers to all non-participating municipalities within Ottawa County that are participating public agencies in the 911 Plan.

2.12 "Technical Advisory Committee" refers to the advisory committee described in this Agreement.

2.13 "Year End Contribution Figures" refers to the financial contribution figures, annually calculated by the auditors, for all participating and supporting municipalities.

2.14 "911 Plan" refers to the Plan adopted by the Ottawa County Board of Commissioners pursuant to the Emergency Telephone Service Enabling Act.

### **SECTION III** **GOVERNANCE**

#### **3.1 STATUS**

OCCDA, through its Board, shall be a legal entity separate and independent from the participating municipalities.

#### **3.2 ADMINISTRATION**

##### **3.2A ADMINISTRATIVE POLICY BOARD**

###### **3.2A(1) Composition**

The general policies governing OCCDA shall be established by an administrative policy board ("Board") of eight members to be composed of one representative from the City of Holland, one from the City of Grand Haven, one from the State police, two from Ottawa County, one representative of the small cities and villages that are supporting municipalities and two representatives of the townships that are supporting municipalities. It is the intent of this Agreement that such appointments be made from senior elective or appointed officials; however, the selection shall be the individual decision of each participating municipality, which

may remove its appointee (s) at will. The three members representing the supporting municipalities as described above shall be appointed by a proper vote of the other Board members to terms of three years each, although the initial terms of the township representatives shall be one and two years respectively. All Members shall serve without recompense.

3.2A(2) Powers

In addition to general policy-making authority and other powers conferred herein, the Board is authorized to perform the following functions for OCCDA in order to facilitate the purpose of this Agreement:

- (a) enter into contracts;
- (b) acquire, hold or dispose of property;
- (c) construct, manage, or operate buildings or improvements;
- (d) contract with participating agencies to provide manpower, equipment or administrative services;
- (e) receive and administer grants, gifts, bequests, or assistance funds;
- (f) incur debts and liabilities;
- (g) approve OCCDA's annual Budget;
- (h) approve all OCCDA expenditures;
- (i) contract with supporting municipalities regarding the provision of central dispatch and record services in exchange for financial or other contribution;
- (j) hire, employ and terminate personnel, including an OCCDA Director;

(k) adopt and revise from time to time, bylaws for itself and for the Technical Advisory Committee; and

8 exercise such other authority as is necessary for the operation of OCCDA and which is not inconsistent with Michigan law or this Enabling Agreement.

Notwithstanding the above, the authority of the Board shall be limited to OCCDA 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. OCCDA shall not possess the power to levy any type of tax or issue any type of bond in its own name.

3.2A(3) 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 from its membership and a Secretary-Treasurer who may be from its membership or may be the treasurer 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.

3.2B TECHNICAL ADVISORY COMMITTEE

A Technical Advisory Committee of eleven members shall be established and shall be directly responsible for the administration and operation of the functions assigned to it by the Board and this Agreement. One (1) member shall be appointed to represent the following agencies: Holland Police Department; Grand Haven Department of Public Safety; Ottawa County Sheriff's Department; Michigan State Police, Grand Haven Post;

Small City and Village Police Departments – Member to be recommended by the Law Enforcement Leadership Committee; Ottawa County Emergency Services, and Ambulance Companies – Member to be recommended by the multiple-agency Ambulance Subcommittee.

Four (4) members shall be appointed to represent the Fire Service Agencies, as recommended by the Ottawa County Fire Chiefs Association. Two (2) of these four appointments shall be recommended from the fire departments North of Fillmore Street, and two (2) shall be recommended from fire departments South of Fillmore Street.

The Board Chairperson shall serve as an ex officio member of this Committee. The above composition may be changed from time to time by the Board, in the form of changes to the bylaws of the Technical Advisory Committee.

The Technical Advisory Committee shall meet at least quarterly and more often if necessary. Each member shall serve without recompense 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 advisory, are subject to review by the Board at its next properly convened meeting and are not, therefore, subject to the Open Meetings act.

### 3.2C BOARD CHAIR PERSON

The Board chairperson elected at the January meeting of the Board shall preside over meetings of the Board, coordinate activities of the Board and Technical Advisory Committee, and cause minutes of each Board and Technical Advisory Committee meeting to be kept and distributed to each member.

### 3.2D SECRETARY-TREASURER

The secretary-treasurer appointed by the Board at its January meeting shall supervise the collection and disbursement of funds as directed by the Board and this Agreement. A treasurer's report shall be presented and/or mailed to each Board member prior to each regular Board meeting.

## SECTION IV OPERATIONS

### 4.1 PERSONNEL

OCCDA shall have the authority to employ its own personnel. Hiring and firing decision-making may be delegated by the Board through written resolution to the OCCDA Director or other Board designee, although any agreement to hire any employee for a term other than "at will" must be expressly approved by the Board. Additionally or in the alternative, OCCDA may contract with participating municipalities for the assignment of municipal personnel to OCCDA.

### 4.2 LIABILITIES

OCCDA may contract for all appropriate insurance with an insurance company or may contract for inclusion by a participating municipality in the municipality's insurance

coverage. Notwithstanding the above, OCCDA's participation in any program of self-insurance will require approval of all participating municipalities.

OCCDA must secure and maintain comprehensive general liability insurance, business automobile liability insurance, and if it employs any personnel - workers compensation and employer's liability insurance. The minimum liability level limits for such insurance shall be

Workers Compensation - Statutory

Employer's Liability - \$100,000 each person

Business Automobile Liability Combined \$1,000,000 single limit for bodily injury and property damage

Comprehensive General Liability - \$1,000,000 each person and \$1,000,000 each occurrence for bodily injury and \$1,000,000 each occurrence and \$1,000,000 aggregate for property damage

OCCDA may indemnify any participating or supporting municipality against any general losses, damages or liabilities arising out of the service and activities of the OCCDA or participation in OCCDA up to its liability insurance policy limits. OCCDA liability or losses in excess of such limits shall be apportioned among the participating and supporting municipalities, each according to the percentage its year end contribution figures bear to the total year end contribution figures of participating and supporting 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 or supporting municipalities in the absence of this provision.



### 4.3 CENTRAL DISPATCH

OCCDA is assigned by the 911 Plan and this Enabling Agreement the responsibility of operating a central dispatch and emergency services telephone answering system for the participating and supporting municipalities in the central dispatch program within the geographic borders of Ottawa County and also including the portions of the City of Holland located in Allegan County. The Board on the recommendation of the Technical Advisory Committee may contract with a service supplier for a 911 emergency service operation covering all jurisdictions served by the participating municipalities. Any contract with the service supplier must be consistent with the County's 911 Plan.

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

### 4.4 CENTRAL RECORDS

OCCDA is charged with the responsibility for operating a Central Records service for the compiling, filing, and distribution of certain public safety records for the participating agencies. Central Records shall act as a clearing-house of information for all of the governmental units participating.

In addition to supervisory responsibilities, the OCCDA Director shall prepare the annual budget covering all costs for the operation of Central Records for submission to the Board. The OCCDA Director shall also keep an accurate accounting of the financial

operations of the Central Records and shall report regularly to the Board regarding the financial and budgetary condition of this operation.

**SECTION V**  
**FISCAL ADMINISTRATION**

5.1 **FINANCING**

If necessary because millage contributions from the participating and supporting municipalities are insufficient to cover its operating costs, the Board shall determine the appropriate annual allocation of financial responsibility among the participating and supporting municipalities according to a formula approved by the Board and submitted to each participating and supporting municipality. The Board's annual allocation for the succeeding fiscal year shall be presented to the participating and supporting municipalities at least two weeks prior to the time that the Board adopts its annual budget. At present, the parties recognize that the participating municipalities and the Board have determined that an operating millage is the most economically stable and equitable method of raising revenue to defray the costs of the Authority's services. The participating municipalities and Board recognize that such a conclusion may change in the future and the Board has the discretion to change the funding mechanism. If the primary funding mechanism for OCCDA's operations is a millage, the Board shall work with the City of Holland in deriving an equitable financing mechanism for the portion of the City that is located with Allegan County, but which receives emergency services dispatch from the Authority created by this Agreement. Among the acceptable methods for allocating this costs would be an appropriate operational surcharge or millage sharing agreement with Allegan County.

## 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 a depository which shall be a federally or state regulated bank or savings institution, and establish therein accounts wherein the secretary-treasurer shall deposit all OCCDA revenues. The treasurer's signature and that of at least one other person designated by the Board shall be required before the depository may release any OCCDA funds.

## 5.4 EXPENDITURES

The Board must approve all OCCDA expenditures. The OCCDA Director may approve expenditure for OCCDA operations in an amount not to exceed \$10,000 ("Pre-authorized Ceiling") prior to Board approval, provided there are existing appropriations in the Budget, including the specific line-item if relevant, to cover the expenditure. The Board may increase or decrease the Pre-authorized Ceiling of \$10,000, provided it does so by majority vote and the new Pre-Authorized Ceiling is recorded in its minutes.

## 5.5 ANNUAL AUDIT

All OCCDA 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 accountant. As part of the audit, the auditors shall calculate the financial contribution of each participating and supporting municipality to OCCDA for that year including reasonable dollar quantification for all in-kind services provided by the participating municipalities to OCCDA. If OCCDA's funding is provided by millage, which is authorized and turned over to OCCDA by a participating and/or supporting municipality, such municipality shall be given credited for the sums turned over to the OCCDA. These figures entitled "year-end contribution figures," shall be used in determining the historical contribution of each municipality as detailed in Section 6, entitled "Dissolution." Any municipality shall be credited in its year-end calculation figures with any millage funds, which it levies and appropriates to the OCCDA for the latter's use. The chief fiscal officer of each participating municipality may review the documentation and utilized work papers generated in each annual audit. A copy of the Annual Audit shall be submitted to the legislative body of each participating and supporting municipality. The legislative body of each participating and supporting municipality shall also have the right to request other financial information regarding OCCDA's Budget, funds and expenditures. The Director 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 OCCDA's operations. The Board at its next meeting shall review any denial of information to a municipality by the Director.

**SECTION VI**  
**DISSOLUTION.**

In the event this Agreement is terminated, each participating and supporting municipality active in OCCDA at the time of termination shall be entitled to a portion of OCCDA's assets after reasonable dissolution expenses are deducted. Upon dissolution, all OCCDA assets shall be distributed among the then active participating and supporting municipalities according to their historical contribution to OCCDA. 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 and supporting municipalities in OCCDA shall compute each such municipality's historical contribution. The resulting percentage shall be multiplied by OCCDA's assets to achieve the municipality's share.

**SECTION VII**  
**PARTICIPATION AND ANNUAL MEETING**

Any village, city, or township located in Ottawa County that is a participating "public agency" under the County 911's Plan may become a supporting municipality in OCCDA.

To maintain participation in OCCDA, each participating or supporting municipality must annually maintain its allocated fiscal contribution, if any, and maintain participation in the 911 Plan. A municipality may withdraw from OCCDA and the 911 Plan by resolution of its legislative body and compliance with the requirements for withdrawal in the Emergency Telephone Service Enabling Act, although it will be obligated to maintain its fiscal contribution through the remaining portion of the fiscal year in which it discontinues participation.

The OCCDA is considered a part of the County's 911 Plan and no municipality may be a participating "public agency" under the 911 Plan if it is not a participating or supporting municipality under this Agreement.

**SECTION VIII**  
**MISCELLANEOUS**

**8.4 MERGER**

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 OCCDA. Any prior agreements or understandings on the matters addressed in this Agreement are hereby rescinded, revoked or terminated. This Agreement may only be modified or amended by subsequent written agreement executed by a two-third's majority of the participating municipalities.

**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 remain in effect indefinitely, unless terminated by resolution approved by two-thirds of the participating municipalities, or as provided in Section 8.5, or if the OCCDA is removed from the 911 Plan, or if two of the three participating municipalities have withdrawn pursuant to Section 8.4, below.

**8.4 WITHDRAWAL**

Any participating municipality may withdraw from OCCDA and terminate its participating in this Agreement, provided it gives written notice two (2) years in advance of its withdrawal and provided it maintains its allocated fiscal contribution during that two (2) year notice period.

8.5 AMENDMENT

This Agreement may be amended if two-thirds of the participating municipalities adopt a resolution approving the amendment provided that if the Agreement is amended, such amendment shall not become effective until 60 days after the two-thirds approval was obtained. However, should a participating municipality entitled to twenty (20%) percent or more of OCCDA property under Section 6 disapprove the amendment, that municipality shall have the right to terminate the entire Agreement within the sixty (60) day period by adopting a resolution to this effect.

EXECUTION

CITY OF HOLLAND

By \_\_\_\_\_

Its Mayor

Attest:

By \_\_\_\_\_

Its City Clerk

\_\_\_\_\_  
City Attorney

CERTIFICATION

I, Jennifer L. French, the City Clerk of the City of Holland, hereby certify that its legislative body duly approved this Agreement and directed that it be executed by its Mayor, whose signature has been applied above.

Jennifer L. French

Dated: 10/16/02

CITY OF GRAND HAVEN

Teri L. VanHalle  
TERI L. VANHALL

By [Signature]

Diane C. Jarnac-Kirk  
DIANE C. JARNAC-KIRK

Its Mayor

Attest:

\_\_\_\_\_  
City Attorney

By [Signature]

Its City Clerk


CERTIFICATION

I, Sandra Huff, the City Clerk of the City of Grand Haven, hereby certify that its legislative body duly approved this Agreement and directed that it be executed by its Mayor, whose signature has been applied above.


[Signature]

Dated: August 5, 2002



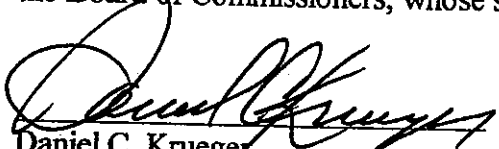
  
Daniel C. Krueger,  
Ottawa County Clerk

OTTAWA COUNTY

By   
Dennis Swartnout, Chairperson  
Ottawa County Board of  
Commissioners

CERTIFICATION

I, Daniel Krueger, the Ottawa County Clerk, hereby certify that its legislative body duly approved this Agreement and directed that it be executed by the Chairperson of the Board of Commissioners, whose signature has been applied above.

  
Daniel C. Krueger

Dated: 11-12-02