



Ottawa County Parks & Recreation Commission

March 2, 2018

John A. Scholtz
Director

Commission Members

David VanGinhoven
President

Ray Statema
Vice President

Philip Kuyers
Secretary

Joe Bush

Tom Elhart

Matthew Fenske

Jim Holtvluwer

Roger E. Jonas

Kelly N. Rice

Tom Werkman

NOTICE OF MEETING

Dear Commission Member:

The regular meeting of the Ottawa County Parks and Recreation Commission is scheduled for **Wednesday, March 7, 2018** at **3:00 p.m.** in **Conference Room F** (in the upper level) of the Administration Building of the Fillmore Street Complex, 12220 Fillmore, West Olive, MI 49460.

The agenda for the meeting and copies of referenced documents are attached for your review.

Please contact Kyle at the Parks and Recreation Commission Office at 738-4813 if you will be unable to attend.

Sincerely,

John A. Scholtz
Parks and Recreation Director

JAS/tr

Enclosures

Parks and Recreation Commission Regular Meeting Agenda

March 7, 2018
Conference Room F
Fillmore Complex
3:00 p.m.

Mission Statement: The Ottawa County Parks and Recreation Commission enhances quality of life for residents and visitors, by preserving parks and open spaces and providing natural resource-based recreation and education opportunities.

1. Call to Order
2. Roll Call: Bush
 - Elhart
 - Fenske
 - Holtvluwer
 - Kuyers
 - Jonas
 - Rice
 - Statema
 - VanGinhoven
 - Werkman
3. Absences (excused/unexcused)
4. Additions/Deletions to Agenda
5. Approval of Minutes
 - a) Approve the minutes of the Commission's January 31, 2018 regular meeting.
6. Communications
 - a) Review comment cards and emails received since the previous meeting.
7. Public Heard (Public comments limited to 3 minutes)
8. Staff Reports
 - a) Director's Report
 - b) Coordinator – Parks Manager Report
 - c) Interpretive Services Report
9. Committee Reports
 - a) Ottawa County Parks Foundation update
10. Old Business
 - a) Project Updates (*see Planning and Development Summary Report enclosed*)

b) Logo Change

Suggested Motion: *To approve transitioning from the current Parks and Recreation logo to the new logo and branding adopted by the Ottawa County Board of Commissioners with timing of the change-over to be discussed further by the Public Relations Committee and funding to be spread over a several year period.*

11. New Business

a) 4:00 p.m. – Ottawa Sand Phase II Acquisition

- Staff summary of project and status of grant from Michigan Natural Resources Trust Fund
- Receive comments from interested citizens.
- Consider resolution in support of project.

Suggested Motion: *To approve the resolution authorizing submittal of the Ottawa Sand Phase II Acquisition Project grant approval to the Michigan Natural Resources Trust Fund and forward to the Board of Commissioners for approval.*

b) Grand River Explorers Trail Design and Engineering

Suggested Motion: *To receive proposals for engineering of the non-motorized Grand River Explorers Trail and approve the proposal from _____ in the amount \$_____ plus reimbursable expenses estimated at \$_____ and forward to the Board of Commissioners for approval.*

c) Grand River Explorers Trail Archaeological Review

Suggested Motion: *To receive proposals for archaeological review of trail routes along the Grand River Explorers Trail and approve the proposal from _____ in the amount \$_____ plus reimbursable expenses estimated at \$_____ and forward to the Board of Commissioners for approval.*

d) Purchase of Recreation Management Software

Suggested Motion: *To receive proposals for recreation management software and approve the Professional Services Agreement with PerfectMind, Inc. in the amount of \$40,100 for a five year contract and forward to the Board of Commissioners for approval.*

e) Parkside Marina rates for 2018

Suggested Motion: *To establish a lease rental rate for Parkside Marina for the 2018 season of \$16,324, a 2.1% increase above the 2017 rate.*

f) Commercial Photography/Videography Permits

Suggested Motion: *To approve the Commercial Photography / Videography policy, fees, procedure, and application format as presented for immediate implementation, and to give staff the ability to make minor procedural changes to the policy or application as needed after receiving feedback from photographers after implementation.*

12. Public Heard (Public comments limited to 3 minutes)

13. Commissioners Heard

14. Closed Session to discuss property acquisition

15. Upcoming meeting dates:

April 4, 2018

Time: 3:00 p.m.

Location: Conference Room F, Fillmore Complex

16. Adjournment

Annual Meeting of the Parks and Recreation Commission

Proposed Minutes

- Date:** January 31, 2018
- Time:** 3:00 p.m.
- Place:** Fillmore Complex, Conference Room F
- Present:** Joe Bush, Tom Elhart, Matthew Fenske, Phil Kuyers, Kelly Rice and David VanGinhoven
- Absent:** James Holtvluwer, Roger Jonas, Ray Statema, and Tom Werkman
- Staff:** John Scholtz, Director; Kyle Roffey, Administrative Assistant; Jason Boerger, Coordinator of Park Maintenance and Operations; Curt TerHaar, Coordinator of Park Planning and Development; Jessica VanGinhoven, Communication Specialist; Melanie Manion, Natural Resources Management Supervisor; Kristen Hintz, Coordinator of Interpretive Services
- Guests:** Joyce Smith, Dennis Craun, Tim O'Donnell, Scott Braginton, Adam Kosidowski

Subject: Approval of Minutes

- PR 18-06 Motion: To approve the minutes of the Commission's January 3, 2017 meeting.
Moved by: Fenske Supported by: Bush Unanimous

Subject: Ottawa Sand Acquisition Project MNRTF Grant Support

- PR 18-07 Motion: To approve and authorize the Parks Commission President to sign the resolution in support of the Ottawa Sand Acquisition Project grant proposal to the Michigan Natural Resources Trust Fund and forward to the Board of Commissioners for approval.
Moved by: Rice Supported by: Kuyers Unanimous

Subject: Allendale Community Foundations Funds Request

- PR 18-08 Motion: To approve a request of funds from the Grand River Ravines Fund at the Allendale Community Foundation in the amount of \$67,838.48 to fund improvements at Grand Ravines County Park.
Moved by: Kuyers Supported by: Rice Unanimous

Subject: Riverside Park Grand River Shoreline Restoration and Bayou Connectivity Project Grant proposal

PR 18-09 Motion: To approve and authorize submittal of the Grand River Shoreline Restoration and Bayou Connectivity Project grant proposal to the National Fish and Wildlife Foundation with the grant match to come from the Parks and Recreation budget, projected DNR grant, plus project partners.

Moved by: Fenske Supported by: Bush Unanimous

Subject: Historic Ottawa Beach Society Short-term Lease

PR 18-10 Motion: To approve and authorize the Parks Commission President to sign the lease agreement with the Historic Ottawa Beach Society for use of the pump house building at the Historic Ottawa Beach Parks for museum purposes through December 31, 2018.

Moved by: Elhart Supported by: Kuyers Unanimous

Subject: Eastmanville Farm Barn Repairs

PR 18-11 Motion: To approve the proposal and bid from Barn Cats LLC in the amount of \$37,640 to complete barn repairs at Eastmanville Farm.

Moved by: Rice Supported by: Bush Unanimous

Subject: Ottawa Beach Marina Final Design and Engineering

PR 18-12 Motion: To accept the proposal from Edgewater Resources in the amount \$168,760, plus reimbursable expenses estimated at \$15,000, for Final Design and Construction Engineering of the Ottawa Beach Marina Renovation project and forward to the County Board of Commissioners for approval.

Moved by: Fenske Supported by: Kuyers Unanimous

Subject: Paw Paw Park Playground

PR 18-13 Motion: To accept the bid from Great Lake Recreation in the amount of \$50,000 for playground equipment at Paw Paw West.

Moved by: Kuyers Supported by: Fenske Unanimous

Other Items Discussed:

President VanGinhoven asked for additions or deletions to the agenda, and Scholtz added the Paw Paw Park playground bids as item 11.g.

Commission members reviewed the comment cards and emails received.

President VanGinhoven moved to Public Comments, and there were none.

President VanGinhoven called for the Director's Report. Scholtz confirmed the fundraising consulting fees for accessing the greenway campaign would be paid for by the Parks Foundation.

Scholtz stated he met with the members of the West Michigan Agricultural Education Center. Scholtz stated that the group would like the Commission to grant permission for them to install about \$20,000 worth of drainage tile in the north portion of Eastmanville Farm. They propose to drain wet areas in the northeast section to various locations where there are gullies and streams to accept the runoff. Discussion on disturbance of wetlands, habitat, and tile runoff locations, tile removal techniques, and potential future uses of the area were discussed. Scholtz indicated that staff's recommendation is not to approve the tile installation because the wet spots have wildlife value and the future of the WMAEC is in doubt. In addition, the tiles would not benefit future park use. Kuyers suggested the tiles could be broken or removed if farm activity ends, but Commission members concurred that they did not want the tiles installed.

Scholtz stated that Manion periodically invites staff to come together to discuss natural resource management issues. The most recent topic was about hunting and fishing policies related to county parks and open spaces. Manion explained that she invited area conservation officers and the DNR wildlife biologist to participate in the discussion, and four DNR staff attended. The goal was not to make decisions, but rather to bring some issues to light and allow everyone's perspectives to be heard. Hintz stated that several staff members attended a DNR and Audubon joint event that collaborated to bring together consumable and non-consumable visitors. The goal was for everyone to have a better understanding how hunters and birders can work together. Hintz stated around 45 people attended and the program was well received.

President VanGinhoven called for the Park Operations Report. Boerger stated that Pigeon Creek Lodge has met budget for the year. Boerger stated that staff is working on safety upgrades that are on the list of improvements from the Property Risk Management survey. Boerger thanked Manion for the latest volunteer who is helping at the POC putting in eight-hour days alongside staff. Boerger stated that the newly installed but not yet in use gate at Riley Trails has been vandalized twice already. Staff has come up with a work around and has installed surveillance cameras to deter additional destruction and to identify those involved.

President VanGinhoven called for the Interpretive Services Report. Hintz stated that the Coffee with the Birds program is a huge success and the Mug Club is very popular.

President VanGinhoven called for the Public Relations report of January 9, 2018. Jessica VanGinhoven displayed some pictures of potential use of the county logo for a Parks logo. Some discussion of the PR Committee's consensus of a logo transition, timeframe, cost, and recognizable

current logo were discussed. President VanGinhoven tabled any motion to transition to a new logo until Jonas is present.

President VanGinhoven called for the Planning Committee meeting report of January 16, 2018. President VanGinhoven stated the committee reviewed the project list. Scholtz stated that he met with the Land Conservancy of West Michigan, and they are open to conversations to assist with the acquisition of the Ottawa Sand property.

President VanGinhoven called for discussion of Old Business. TerHaar stated he has been working on project budgets for 2018 to include new and modified projects that were not known when the 2018 budget was created in spring of 2017. TerHaar stated that there will be a public meeting in Park Township on February 14 concerning the marina project.

President VanGinhoven called for discussion of New Business. President VanGinhoven called for the Public Hearing on the Ottawa Sand Acquisition project grant application. Scholtz explained that, in response to an unexpected opportunity, Ottawa County Parks worked with the Board of Commissioners to submit a grant application for the Ottawa Sand Acquisition Project to the Michigan Natural Resources Trust Fund on November 30, 2017. Although the application was submitted out of cycle, the Trust Fund Board made the decision to accept the application at its December 6, 2017 meeting and proceeded to award funds for the project. Because of the urgent nature of the project, there was not time for a public meeting prior to the submitted grant. This public meeting will be submitted to the Michigan DNR Grants Management to be made part of our grant application.

Scholtz stated that the Ottawa Sand Acquisition Project would create a new 353-acre park, which includes an 80-acre inland lake, along with extensive Grand River frontage. A wide range of recreational activities could be provided at the site, including swimming, hiking, fishing, camping, etc. The site could potentially allow a continuous trail of over six miles through adjacent public lands.

Following are comments made by members of the public present at the meeting:

1. Scott Braginton of Grand Haven, MI: Does the property include the small office building off North Shore Drive? TerHaar replied that this building plus one other smaller structure are included.
2. Tim O'Donnell of Spring Lake, MI: Concerned about the loss of tax revenue. If acquired, 26% of Ferrysburg would be tax-exempt properties. Concerned about the traffic and toll on the infrastructure of North Shore Drive and who would pay for the upkeep or additional lane. He stated an immediate loss of \$18,000 of tax revenue if acquired and the loss of more revenue if property does not become a housing development. O'Donnell suggested the future park fee structure offer benefits for Ferrysburg residents.
3. Dennis Craun of Grand Haven Beach Association: Stated the association's 104 property owners are the nearest residents to the property. The Association states it is the best use of the land for residents and visitors and fully supports the acquisition. The association approved a letter of support for the acquisition, which is attached to these minutes.
4. Adam Kosidowski of Grand Haven: Fully supports the acquisition. Would like to see the property open to the North Ottawa Dunes managed hunt. Would like to have duck hunting allowed on the SAG (shallow bay on north side of Grand River).

Commission members received the resolution in support of the Ottawa Sand Acquisition Project grant proposal to the Michigan Natural Resources Trust Fund. Commissioners also received a staff summary of the project and minutes of the January 23, 2018 public meeting held at Ferrysburg City Hall, with comments from interested citizens. A motion was passed to approve the submittal of the Ottawa Sand Acquisition grant.

Commission members received the request of funds from the Grand River Ravines Fund at the Allendale Community Foundation in the amount of \$67,838.48 to be used for improvements at Grand Ravines County Park. A motion was passed.

Commission members received the grant proposal for the Grand River Shoreline Restoration and Bayou Connectivity Project to the National Fish and Wildlife Foundation, with the grant match to come from the Parks and Recreation budget, projected DNR grant, plus project partners. A motion was passed to approve and authorize submittal of the grant proposal.

Commission members received the short-term lease of the Pump House to Historic Ottawa Beach Society for a museum through December 31, 2018. A motion passed to approve the short-term lease agreement.

Commission members received the Eastmanville Farm barn repairs bid tabulation. TerHaar stated this project would rework, adjust, and add to some of the previously completed repairs to provide a structurally stable building for sustainable long-term use. A motion was passed to approve the low bid from Barn Cats LLC.

Commission members received the Ottawa Beach Marina Final Design and Engineering proposal from Edgewater Resources. TerHaar noted that the fees are approximately 10% of estimated construction costs, which is normal. A motion was passed to approve the proposal.

Commission members received the Paw Paw Playground bid tabulation. Boerger recommended the Great Lake Recreation bid for its three partial rubber resurfacings included in the bid. A motion was passed to approve the bid from Great Lake Recreation.

President VanGinhoven moved to Public Comments. Craun stated that not requiring additional public services of firefighters, police, and public infrastructure for the Ottawa Sand property would offset the loss of revenue. Craun stated he did not think an additional lane would be required on North Shore Drive.

President VanGinhoven asked Commissioners to be heard, and there was no further discussion.

Meeting adjourned at 4:43 p.m.

From: Dan [<mailto:daniel.lemon.83@gmail.com>]
Sent: Saturday, December 09, 2017 8:53 AM
To: OC Parks <ocparks@miottawa.org>
Subject: General Question on Mountain Bike Trails

Good Morning,

I'm wondering how a person goes about suggesting and helping to implement the installation of a mountain bike trail? Out Grand River/Ravine Parks would make a phenomenal location for the construction of a trail. The topography is ideal and the infrastructure is already in place.

Who to talk to, and what's the best way to approach the topic?

Thanks in advance!

Dan Lemon

On Dec 11, 2017, at 10:22 AM, Jason Boerger <jboerger@miottawa.org> wrote:

Dan,

Where we allow biking, horses, or other none pedestrian traffic on trails is a topic of staff and board discussion on a regular basis. These discussions and the decisions made from them are reflected in development or master plans that we make for the parks. Currently Grand River Park allows mountain biking and Grand Ravines Park does not. It is not likely that this will change, but if you are interested in helping to improve that trails at Grand River Park or start a discussion about additional trails, we would consider your proposal. A large and dedicated volunteer base is usually required to keep a well-used mountain bike trail in great shape. This is currently working well at Upper Macatawa Natural Area in The Holland / Zeeland area.

Please let me know if you have and further question or if you want to make a proposal.

Thanks,

Jason M. Boerger, Coordinator of Park Maintenance & Operations

Ottawa County Parks & Recreation Commission
12220 Fillmore Street
West Olive, MI 49460
616.846.8160 (Park Operations Center) jboerger@miottawa.org

From: Dan [<mailto:daniel.lemon.83@gmail.com>]
Sent: Friday, January 26, 2018 8:56 AM
To: Jason Boerger
Subject: Re: General Question on Mountain Bike Trails

Good Morning Jason,

My apologies on the delay in replying.

I'd be very interested in discussing a plan for expanding the trails to include mountain biking and think these parks would be ideal for it.

My involvement in this sort of thing is minimal, however, I'd like to try to change that as I'd be happy to lead an effort to both build and maintain trails. I'm part of a variety of groups that would probably want to be involved as additional support.

Where does the discussion begin beyond swapping ideas with you? I wouldn't be able to make a proposal without a map of areas that would be in and out of bounds. I know the park well so I am very familiar with what will and will not have heavy amounts of flooding.

Thanks again for getting back to me. Looking forward to speaking with you more.

Best,

Dan

On Feb 13, 2018, at 12:49 PM, Jason Boerger <jboerger@miottawa.org> wrote:

Please let me know what parks you are interested in and I can let you know if there are any areas that are definitely off limits.

Jason M. Boerger, Coordinator of Park Maintenance & Operations

Ottawa County Parks & Recreation Commission
12220 Fillmore Street
West Olive, MI 49460
616.846.8160 (Park Operations Center)
jboerger@miottawa.org

From: Dan [<mailto:daniel.lemon.83@gmail.com>]
Sent: Tuesday, February 13, 2018 1:34 PM
To: Jason Boerger
Subject: Re: General Question on Mountain Bike Trails

Jason,

In your last email you mentioned that Grand River Park allows bikes and Grand Ravines does not. To that end, I would think that the possibilities would be better to make something mountain bike friendly at Grand River Park.

That would be a great location, and I think the existing trail infrastructure would compliment the addition of a few more "off road" types of loops.

Construction would consist of some dirt movement (by hand/shovel) and clearing of grass/shrubs for a path. It would also be convenient to add some markers as to where to go. I'm happy to this work as well as the maintenance and have a network of folks who likely would be willing to help.

Thoughts?

Thanks again Jason!

Dan

From: Jason Boerger

Sent: Tuesday, February 13, 2018 2:39 PM

To: Dan <daniel.lemon.83@gmail.com

Cc: Collin Zackrison <czackrison@miottawa.org>; OC Parks <ocparks@miottawa.org

Subject: RE: General Question on Mountain Bike Trails

Dan, here is a copy of the park map. No area is off limits at this park, however we would want to avoid areas where it would be wet and hard to maintain a trail.

https://www.miottawa.org/Parks/pdf/Park_Maps/grand_river.pdf

If you are going to propose some changes, your proposal should include:

What you want to do (new trails, upgraded trails, etc.) Who would do the work and do they have formal trail building training/experience through IMBA or similar organization? (number of people that would be part of your volunteer group.) Who would pay for the improvements (donations, grants, etc.) Would someone monitor the trail and close it when conditions are bad like is done at Upper Mac?

Why would this be good for the park, the park system, and the community

Jason M. Boerger, Coordinator of Park Maintenance & Operations

Ottawa County Parks & Recreation Commission

12220 Fillmore Street

West Olive, MI 49460

616.846.8160 (Park Operations Center)

jboerger@miottawa.org

From: Sue VanHolstyn [mailto:svanholstyn@mitchelliplaw.com]
Sent: Tuesday, January 30, 2018 5:03 PM
To: OC Parks <ocparks@miottawa.org>
Cc: Sue VanHolstyn <svanholstyn@mitchelliplaw.com>
Subject: Reservations on Pavilions

In the past, we have reserved the pavilion for \$90. Now, you are reserving just the “whole” pavilion instead of “half, for reasons that “some” people complained about the other half being “too loud.” (Hello, it’s a beach)!

Please consider for the future, the following:

If people just want to be by themselves, they can reserve the whole pavilion for \$180.

If people don’t mind sharing with another party, just reserve half to each at \$90. Either way, you wouldn’t have trouble reserving.

I think \$180 is too stiff of a price, especially for parties that won’t fill the whole pavilion.

You’ll probably get complaints now that because a party didn’t fill the pavilion, they will find that other people will just come in and use the vacant spot that the people who reserved it didn’t fill.

Just a thought, but I do seriously hope you take this into consideration.

Susan VanHolstyn
Legal Assistant
Direct 616/965-2430



Mitchell Intellectual Property Law, PLLC. ATTORNEYS & COUNSELORS

PO Box 68330 Grand Rapids, MI 49516

Watermark Center
1595 Galbraith Ave.
At Arboretum Dr.
Grand Rapids, MI 49546
(616) 965-2430
www.mitchelliplaw.com

From: Darin Zarzecki [<mailto:dzarze01@gmail.com>]
Sent: Wednesday, January 31, 2018 8:31 AM
To: OC Parks
Subject: Pigeon River/ Hemlock Crossing

Hey there,

I was curious of any information I could get regarding Pigeon River and fishing information. I don't live too far from Hemlock Crossing, and that area in general, and have always been curious what fish species are in the river and any regulations, and and access points are available. Thank you for any information.

Darin

From: Kristen Hintz
Sent: Thursday, February 01, 2018 10:06 AM
To: 'dzarze01@gmail.com' <dzarze01@gmail.com>
Cc: Tabitha Rowley <trowley@miottawa.org>
Subject: RE: Your request for fishing information on the Pigeon River

Dear Darin,

I received your request for information about fishing the Pigeon River. I certainly appreciate you making the effort to reach out and understand the fishing rules. Pigeon lake is a category F Trout lake which can be seen on the link below .

[2016-2018 Inland Trout and Salmon Regulations_Map](#)

See pg. 12 in the [Fisheries order 200.17](#) for regulations regarding Category F Trout Lakes

The Pigeon River (up by Hemlock Crossing) is a class 1 designated trout stream as you can see on the below map. The season for type 1 stream is the last Saturday in April to Sept. 30

[Michigan Inland Trout and Salmon Designated Trout Streams Map, Lower Peninsula](#)

Below are the regulations for a type 1 trout stream, although you will need to scroll down to pg. 14
[Type 1 Streams:](#)

Below are some links to the DNR Site with great fishing information that is helpful if you are looking at fishing other areas too .

http://www.michigan.gov/dnr/0,4570,7-153-10364_63235-211883--,00.html

<http://www.michigan.gov/dnr/0,4570,7-153-10364---,00.html>

I hope this information helps.

Best,

Kristen

Kristen Hintz, Coordinator of Interpretive Services

Hemlock Crossing Nature Education Center

8115 West Olive Rd.

West Olive, MI 49460

616.786-4847 (p)

khintz@miottawa.org

From: madelinebertrand@berriencounty.org [<mailto:madelinebertrand@berriencounty.org>]

Sent: Friday, February 02, 2018 11:08 AM

To: OC Parks <ocparks@miottawa.org>

Subject: Contact Parks

Name: Derek Tyler

Phone: 269-683-8280

Feedback: Hello, I'm with Berrien County Parks and we toured Pigeon Creek last winter during MPRA conference. We are getting ready to work on a grant to redo our ski lights in our park and we think what you have done is the way to go. We were curious if might have any info on materials, cost and time of the lights you put up at Pigeon Creek. We would also like to come up for a visit in late Feb and meet with someone again and get a little more info on the distance between lights and what you do to prevent vandalism. Thank you for your time. Derek Tyler Asst Park Manager Madeline Bertrand County Park From Site: miOTTAWA.org

From: Jason Boerger

Sent: Tuesday, February 13, 2018 3:04 PM

To: madelinebertrand@berriencounty.org

Cc: OC Parks <ocparks@miottawa.org>

Subject: RE: Contact Parks

Derek,

We had some quality and warranty issues with the first LED lights we used, and now we are using a much better product from NLS (contact info below) the lights cost us about \$60 in bulk (100) but would have been closer to \$80 in smaller numbers. We ran all our own direct bury wire and used 20' 4x6 posts sunk 4' in the ground. We ran conduit down the pole and have a junction box at the top and bottom.

Let me know when you would like to meet and we can get it set up.

National LED Solutions, LLC

12330 James Street, Suite B030

Holland, MI 49424

616-396-4557

24 Hr 616-405-8871

Sales

ron@nlsleds.com

Email

teresa@nlsleds.com

Thanks,

Jason M. Boerger, Coordinator of Park Maintenance & Operations

Ottawa County Parks & Recreation Commission

12220 Fillmore Street

West Olive, MI 49460

616.846.8160 (Park Operations Center)

jboerger@miottawa.org

From: Katie Larsen [mailto:katiemae84@gmail.com]
Sent: Sunday, February 11, 2018 9:05 PM
To: OC Parks <ocparks@miottawa.org>
Subject: Pigeon creek trail

Hello!

We were at pigeon creek Sunday night and at 8:45 pm the lights were shut off on us. I had called the hotline prior to heading out to see what time the lights would stay on until, and was informed by the message that they would be on until 10 pm. So when we were out on the trail and the lights went out at 8:45, we were a little shocked. Unfortunately due to the cold my phone died when I tried to use the flashlight and we made our way to the parking lot in the dark. This was a really frustrating experience and if the lights were suppose to go out early, it would have been nice for the hotline to have been updated. This was for 2/11/18. The conditions were wonderful though! Just bummed we had to end in the dark.

Katie

Katie Larsen

From: Jason Boerger
Sent: Monday, February 12, 2018 8:55 AM
To: katiemae84@gmail.com
Cc: OC Parks <ocparks@miottawa.org>; Leif Vanhossen <lvanhossen@miottawa.org>; Bob Reichel <breichel@miottawa.org>
Subject: RE: Pigeon creek trail

Katie,

Thanks for letting us know. This was not a planned outage. The lights are on a timer and they a supposed to turn off at 10:30p. I know they worked and stayed on Saturday night because we had staff there until after 10pm. Sunday, our staff was gone by 8:30p. The lights all should have stayed on though. We checked this morning and found that one of the 3 timers is malfunctioning. We will get this fixed today. See for the inconvenience.

Jason M. Boerger, Coordinator of Park Maintenance & Operations

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12220 Fillmore Street
West Olive, MI 49460
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jboerger@miottawa.org

From: Janina [mailto:janinaschmieder@yahoo.com]
Sent: Monday, February 12, 2018 9:57 PM
To: OC Parks <ocparks@miottawa.org>
Subject: Feedback

Hello Pigeon Creek Park Team,

First of all, thank you for providing excellent conditions for skate skiing. We love coming to the park. While we enjoy warming up afterwards in the lodge, it breaks my heart to see that you are using styrofoam cups, which holds me back from ordering a hot cocoa. It's by far the worst for the environment, never degrades. It kind of contradicts with what the outdoors/parks are about? I would appreciate if this thought is being considered for future cup orders, it does make a difference and sets an example to your customers.

Respectfully,
Janina Schmieder & Friends
Spring Lake

From: Jason Boerger
Sent: Tuesday, February 13, 2018 3:39 PM
To: janinaschmieder@yahoo.com
Cc: OC Parks <ocparks@miottawa.org>; Melanie Manion <mmanion@miottawa.org>; Leif Vanhorsen <lvanhorsen@miottawa.org>; Bob Reichel <breichel@miottawa.org>
Subject: RE: Feedback

Janina,

Thank you for your comments. This is a very timely comment as it has been the subject of a recent staff discussion. First, we are looking to change, but second, it is not nearly a cut and dry as one might think. Polystyrene cups do take forever to decompose in a landfill, but so do the more commonly used wax coated paper cups. Polystyrene cups do not contain CFC's and they are the most environmental friendly cups to make and ship.. Polystyrene uses much less energy to produce and is lighter and uses less fossil fuel to ship. This makes it more environmentally friendly than most paper cups.... but maybe not all. We are considering switching to a compostable cup next year. While they are more expensive than the other two options, they do take slightly less energy to produce than the typical paper cup. They are not as light as polystyrene so they do still use more fossil fuel to ship them, but they do decompose. We could even compost them on site. The environmental benefit of not using polystyrene is very small, and some might argue that the a compostable cup that might be hot to hold and not keep your drink hot might not be any benefit at all. The biggest issue to the customer is that this will likely increase the cost of a cup of coffee or hot chocolate by 25% to 50%. The decision has not been made yet, but I guess the real question for you is: Knowing all this, would you pay more?

Thanks again for your comment and any additional input you may have.

Jason M. Boerger, Coordinator of Park Maintenance & Operations

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12220 Fillmore Street
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616.846.8160 (Park Operations Center)
jboerger@miottawa.org

From: Michelle Van Duyn [<mailto:mi.vanduynd@gmail.com>]
Sent: Wednesday, February 14, 2018 11:33 AM
To: OC Parks
Subject: Camera at North Ottawa Dunes Park

Hello,

I am a resident of North Holiday Hills subdivision and have noticed the installation of a trail cam at the top of the hill at the entrance to North Ottawa Dunes Park from the North Holiday Hills subdivision. I was wondering if you could verify that it was your organization who installed the trail cam (and not a civilian). Also, what is the purpose of the camera?

Thank you,

Michelle Van Duyn

From: Jason Boerger
Sent: Wednesday, February 14, 2018 11:54 AM
To: mi.vanduynd@gmail.com
Cc: OC Parks <ocparks@miottawa.org>
Subject: RE: Camera at North Ottawa Dunes Park

Michelle,

Yes, that camera along with others was placed there by the Parks Department. We receive regular calls and emails from residents about other visitors not following the rules (dogs off lease, bikes on the trails, etc.) They are there to help determine when and where these violations are occurring, so we can better target our enforcement efforts. Hopefully this will make the park experience better for those that choose to follow the rules and are considerate to their fellow park user. The presence of the cameras might also make some people think twice about breaking the rules.

Please let me know if you have any other questions or concerns.

Thanks,

Jason M. Boerger, Coordinator of Park Maintenance & Operations



Ottawa County Parks & Recreation Commission

12220 Fillmore Street
West Olive, MI 49460
616.846.8160 (Park Operations Center)
jboerger@miottawa.org

From: Matt Beauvais [mailto:mbeauvais99@gmail.com]
Sent: Sunday, February 18, 2018 5:00 PM
To: OC Parks <ocparks@miottawa.org>
Subject: Park clean-up effort

Hello,

My name is Matthew Beauvais and im currently the community service chair of the Alpha Sigma Phi Fraternity form GVSU.

Im contacting you to see if we could help anyway. I know parks need clean-ups after the winter season is over. We would love to help in this if needed. We could set ups date if possible where we would have members form our group come out and help with any efforts you have to clean the park.

We would love to help and cant wait to hear back from you!

Best,

Matthew Beauvais
[Mbeauvais99@gmail.com](mailto:mbeauvais99@gmail.com)

From: Melanie Manion
Sent: Monday, February 19, 2018 9:12 AM
To: OC Parks <ocparks@miottawa.org>; mbeauvais99@gmail.com
Cc: Gray Gogolin <ggogolin@miottawa.org>
Subject: RE: Park clean-up effort

Dear Matthew,

Thank you very much for thinking of us.

I will speak to our staff. I'm sure we can find a project that suits your group.

I do have a few questions for you that will help me find the right project.

1. Can I assume you want a project at a park near you? Are all of these parks possible: Grand Ravines, Grand River Park, Hager Park (is Riverside Park too far?)
2. There are a lot of spring cleaning tasks. We also have invasive species removal, which can be very fulfilling (using hand saws and such to remove invasive shrubs). Do you want more typical spring setup (moving picnic tables, mulching landscapes etc.) or would you be open to invasive species removal?
3. How many students do you think you could get?
4. Are you looking at a Saturday for 2 or 3 hours?

Once I get your responses, and hear back from our staff, we can work at getting something scheduled.

Thanks Matthew! I hope we get to work together.

Melanie

Melanie Manion
Natural Resources Management Supervisor
12220 Fillmore
West Olive, MI 49460
616-738-4810 (office) 616-443-6323 (cell)
mmanion@miottawa.org

From: Dan Komar [<mailto:dankomar43@gmail.com>]
Sent: Thursday, February 22, 2018 11:48 AM
To: OC Parks <ocparks@miottawa.org>
Subject: HIAWATHA PARK

What is the purpose of the large area land clearing at this park?

From: Melanie Manion
Sent: Thursday, February 22, 2018 1:48 PM
To: dankomar43@gmail.com
Cc: OC Parks <ocparks@miottawa.org>; Jason Boerger <jboerger@miottawa.org>
Subject: Hiawatha Forest

Hi Dan,

Thank you for the inquiry. The large clearing occurring at Hiawatha is part of an innovative green infrastructure project. You can learn about the project at: https://www.miottawa.org/Departments/Drain/pdf/petition_projects/2017-05-10_Hiawatha_Open_House.pdf

In a nutshell, the Water Resource Commission is constructing a drain to help mitigate flooding during large rain events. They worked closely with the Parks' Department to make sure that this project did not harm the site, but instead will enhance it. Their engineers have taken great lengths to design a natural "drain" that potentially could result in a rare ecosystem called a [Coastal Plain Marsh](#); contains numerous wildlife habitat structures for game and nongame species; includes two semi-permanent ponds for wildlife; preserves native plants; and prevents the introduction of invasive species.

Although it may be a bit shocking to see now, we believe it will greatly improve the site for game and nongame species alike. It has been a pleasure working with such a progressive "Drain Commissioner". I hope you are able to enjoy the site and the changes that will be occurring.

Melanie Manion
Natural Resources Management Supervisor
12220 Fillmore
West Olive, MI 49460
616-738-4810 (office) 616-443-6323 (cell)
mmanion@miottawa.org



The Ottawa County Parks and Recreation Commission enhances quality of life for residents and visitors, by preserving parks and open spaces and providing natural resource-based recreation and education opportunities.

From: Brianna Kimbler [mailto:kimblerb@mail.gvsu.edu]
Sent: Thursday, February 22, 2018 2:09 PM
To: OC Parks <ocparks@miottawa.org>
Subject: Internship opportunities?

Dear Ottawa County Parks and Rec,

I am a student attending Grand Valley State University, majoring in Natural Resource Management with a minor in biology. I was looking into internship opportunities for the coming summer and wondered if you might have any opportunities available that you could direct me towards. I am specifically interested in anything related to invasive species, though I'm open to more than that as well. Thank you in advance for your time and I hope to hear from you soon.

Sincerely,
Brianna Kimbler

From: Melanie Manion
Sent: Thursday, February 22, 2018 2:40 PM
To: OC Parks <ocparks@miottawa.org>; Gray Gogolin <ggogolin@miottawa.org>; Nealy Molhoek <nealy.molhoek@gmail.com>
Cc: kimblerb@mail.gvsu.edu
Subject: RE: Internship opportunities?

Brianna,

Thank you for thinking of us as a place to do your internship.

We have had great experience working with GVSU students in the past for their internships. Unfortunately, at this time I only have an unpaid position available. The benefit of this is we can tailor the internship to what you are most interested in to try to get you experience in several aspects of NRM field.

How many hours are you looking for? We have had students volunteer a range from 1 day a week to 5 days a week depending on how many credit hours they are looking for. You are able to work with our Stewardship Crew, who mostly works on invasive species, as long as you can get transportation to the Parks operation center on Fillmore (near Kirk Park) or the sites that they are working.

I can also work with you to make sure you are getting the experiences outside of field experiences that you may be seeking.

The first step is to complete a [Volunteer Application](#). Then, we will set up an interview to determine the details of your internship.

I hope this sounds like something you would be interested in and that we get to meet soon.

Melanie

Melanie Manion
Natural Resources Management Supervisor
12220 Fillmore
West Olive, MI 49460
616-738-4810 (office) 616-443-6323 (cell)
mmanion@miottawa.org



The Ottawa County Parks and Recreation Commission enhances quality of life for residents and visitors, by preserving parks and open spaces and providing natural resource-based recreation and education opportunities.

DIRECTOR'S REPORT

March 7, 2017

- **Pigeon Creek Park Winter Operations:** I just want to acknowledge what a great job our operations staff does in operating Pigeon Creek Park and for their commitment to seeing that it is open whenever it makes sense given the conditions. On Saturday night, February 3, we received enough snow to make skiing possible at Pigeon Creek and our staff managed to get staff scheduled and be open for business on Sunday. That is really impressive and shows how dedicated our staff is to customer service and our mission.
- **FEMA Focus Group:** At the request of NRPA, I participated in a focus group to discuss how parks and recreation agencies have used funding from FEMA to help reach their goals. A number of agencies, including us, have used FEMA funds to help repair damage to park facilities from natural disasters, but we are among the few that have used it proactively – in our case to expand our greenways. We have received FEMA grants in the past to 1) purchase and remove two homes on the Macatawa River (now Adams Street Landing) and 2) acquire/remove a house on 8 acres which is now the west end of Eastmanville Bayou.
- **Astronomy Observatory at Hemlock Crossing:** The Shoreline Astronomical Association is still hopeful of raising between \$60,000 and \$70,000 to construct an observatory at Hemlock Crossing. My understanding is they have a commitment for \$20,000, but otherwise have not had a great deal of success with their fundraising. The Park Foundation has indicated it will consider a small gift in the future, depending on its finances. A copy of their fundraising narrative is attached. The facility would be a positive addition to the park. Park staff has indicated they will help brainstorm possible funding sources.
- **Nature Education Center Review:** Both Kristen and I would like to pursue the opportunity to utilize the Peer Consult program through the Association of Nature Center Administrators to review and evaluate our programming and policies at the Nature Education Center and offer suggestions for the future. The program is described in the attached flyer. There is a fee of \$3,250 but also a requirement to cover travel and lodging costs for the team. I'll work on getting an estimate. Ideally, maybe we could find somebody to donate use of a cottage or other place to put them up while they are here – but they are definitely willing to go cheap and keep costs reasonable during the two or three day visit.
- **Closing on 5 Acre Macatawa River Property:** The closing was completed on the 5 acre parcel adjacent to Hawthorn Pond Natural Area in Holland Township. The property was purchased from the Outdoor Discovery Center which purchased the property on our behalf as part of a larger land purchase through Project Clarity. In the spring, we will do some clean-up at the property, mark the boundaries and block vehicle access. It will not be promoted for public use until the greenway trail is constructed in the future.
- **Senate Bill 883:** This bill, introduced on February 28, is the appropriations bill required to move forward with the Trust Fund projects recommended at the Trust Fund Board's December, 2017 meeting. It is of great interest to Ottawa County Parks since it includes funding for Ottawa Sand Acquisition, Stearns Creek Acquisition, and the Historic Ottawa Beach Waterfront Improvement Project. Soon after the bill passes, we will receive grant

agreements and then we will be able to move forward with the projects. Last year this bill was delayed for an extensive time period while there was haggling over legislative involvement in Trust Fund decision-making. The Attorney General ultimately ruled that the changes proposed at that time were not allowed under the state constitution. But, as you'll see with the next bullet point, more efforts are underway this year to accomplish similar goals. Let's hope it doesn't delay approval of the bill this year since our acquisitions are time sensitive.

- **SB 551:** Legislation is moving quickly that will change the Michigan Natural Resources Trust Fund. Our state association is strongly opposing the bill, and after consulting with our county administration, I contacted our state legislators and the governor's office urging opposition. Note that Representative Roger Victory was one of only a few Republicans to oppose the bill. Following is an article describing the legislation:

House Narrowly OKs Advisory Board for Natural Resources Trust Fund

An advisory board represented by the governor's administration and the Legislature would recommend the amount of money the Michigan Natural Resources Trust Fund Board should make available each year under a bill that cleared the House on Wednesday.

SB 551 passed 56-53 with seven Republicans joining all Democrats in voting no. Republicans Rep. Martin Howrylak of Troy, Rep. Steve Johnson of Wayland, Rep. Jim Lower of Cedar Lake, Rep. Michael McCready of Bloomfield Township, Rep. John Reilly of Oakland Township, Rep. Scott VanSingel of Grant and Rep. Roger Victory of Georgetown Township opposed the bill.

The Natural Resources Trust Fund is established in the Constitution and receives revenue from leases paid for the extraction of oil and has on state-owned land. The annual interest and earnings generated through the fund are distributed to local governments or state agencies, and projects are recommended by the trust fund board and approved by the Legislature.

Under SB 551, an advisory board would be created with the following individuals or their designee: the governor, treasurer, Senate majority leader, House speaker and one trust fund board member.

The advisory board would recommend to the trust fund board the amount of money that should be made available. The bill would also repeal a requirement that up to \$10 million annually be transferred to the Michigan State Parks Endowment Fund until the trust reaches an accumulated principal of \$500 million, which it reached in 2011.

The Michigan League of Conservation Voters on Wednesday urged Governor Rick Snyder to veto the bill, which will need to receive action from the Senate before it is sent to the governor's desk, because it would allow lawmakers to decide what projects receive funding.

"The Natural Resources Trust Fund is essential to preserving and protecting our Great Lakes, rivers, streams and enhancing outdoor recreation," Lisa Wozniak, executive director of the Michigan League of Conservation Voters, said in a statement. "Governor Snyder should oppose Senate Bill 551 because it would add an unnecessary, political process to the Natural Resource Trust Fund and politicize the funding of key projects that preserve outdoor recreation."

A spokesperson for Mr. Snyder did not return a request for comment on if the governor supports the bill. A House Fiscal Agency Analysis, though, said the advisory committee's recommendations are not legally binding.

Sen. Dave Hildenbrand (R-Lowell), the bill's sponsor, said in a House committee last year that the bill simply mimics the budget process to allow the administration and the Legislature to agree upon the amount that will be spent for the grant programs.

Rep. Jon Hoadley (D-Kalamazoo), speaking on the House floor, said the bill seeks to circumvent the current process, which has worked for 40 years.

A Service to The Profession

The Association of Nature Center Administrators' (ANCA) Peer Consults provide a unique service to the nature and environmental learning center profession.

ANCA's Board of Directors and members offer these services with no personal financial gain, while you benefit from advice and guidance from some of the most respected and experienced leaders in the profession.

Benefits

ANCA Peer Consults benefit everyone. Organizations that sponsor a Peer Consult receive unique input from directors and senior staff from across the country. For many clients, it is the beginning of an ongoing personal network of peers and friends.

You will also receive a complimentary two-year ANCA Institutional Membership which includes ANCA's newsletter, *Directions*, and discounts on the annual Summit, professional workshops, and publications. In addition you will be provided a set of ANCA publications.

Fees from Peer Consults go directly to ANCA and are used to support membership services and organizational development.



The Association of Nature Center Administrators is a non-profit organization that promotes and supports best leadership and management practices for the nature center and environmental learning center profession.

Praise for ANCA Peer Consults:

"My board and I have already acted on some of the recommendations. The board was excited - they felt they got a road map to move forward.

"The most helpful part was the outside perspective from some who understand the nature center business."

- Kathy Freeland
Executive Director
Ruffner Mountain Nature Center
Birmingham, AL

"We contacted the folks at ANCA and they pulled together some of the best people in this business on very short notice.

"The consulting team spent two full days in the park and provided a detailed written report within one month. The process was fun, the cost was reasonable, and the results are tangible - we are moving forward with a revised proposal based on the excellent advice we received from these experts.

"Thanks to ANCA and its volunteer consultants for providing a very valuable service to our profession!"

- Jeff Brown
Director of Educational Operations
Yellowstone Association
Yellowstone N.P., WY

ANCA
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435-787-8209
jenlevy@natctr.org

www.natctr.org



Rooted in Experience. Reaching for Excellence.

Peer Consults

Expertise for Your Organization's Issues

Association of Nature Center Administrators

What is a Peer Consult?

A Peer Consult from the Association of Nature Center Administrators (ANCA) is your chance to get insightful advice and savvy problem-solving for your nature or environmental learning center, delivered by professionals who know the business — because they're in it, too!

A Consult involves an intensive two-day visit to your site from a small team of experts, chosen for their familiarity with your particular challenges. All are ANCA members, and many are members of the ANCA board or staff.

Peer Consults offer flexibility that brings experience and wisdom to the issues facing your organization.

What to Expect

A typical Consult involves an informal reception and discussion on the evening of the Team's arrival. The following two days are spent meeting with your staff, board, and stakeholders. As a culmination of the Consult visit the Team presents a report of initial findings.

Here's what else you can expect:

- An informal but highly charged atmosphere of professional respect and competence;
- Clear understanding and consideration of your challenges;
- A continuous flow of ideas and insights;
- News and views on state-of-the-art nature center management;
- Experienced leaders who will help you structure an effective consulting process;
- A network of new peers whom you'll feel comfortable calling with follow-up questions;
- A team of professionals whose clearly relevant backgrounds will carry weight with board members, staff, funders, and supporters;
- A written report summarizing the consult;
- A consultation whose value will easily outweigh the cost!

What Can Be Covered

ANCA Consults provide assistance on a wide range of issues — just about anything involved with the planning, funding, and operation of nature and environmental learning centers.

ANCA's practicing professionals will share their experience on many topics that you select, including, but not limited to:

- long-range and strategic planning preparation
- personnel and human resource issues
- organizational structure
- facility and land use planning
- green building
- capital campaign design
- board recruitment and training
- review or brainstorming of education programs, exhibits, or interpretive trails
- fundraising and fiscal management
- starting a nature center
- management strategies
- community outreach and strategies
- marketing and media relations

What ANCA Asks from YOU

The client organization pays a \$3,250 fee that helps cover the operations of ANCA. The client also covers the costs of the Team members' travel, lodging, food, and relevant incidental expenses. ANCA consultants travel on the most reasonable and least expensive feasible transportation. We are open to creative lodging arrangements, including residential center facilities.

Many organizations have successfully sought grant funding to cover the cost of an ANCA Consult.

ANCA may also be able to offer scholarship assistance. Please check with the ANCA office for application information.

Peer Consults: We know the business, we're in it too!

Sample of Peer Consult Clients:
Audubon Louisiana Nature Center, LA
Baltimore Woods Nature Center, NY
Black Swamp Bird Observatory, OH
Callaway Gardens, GA
Center for Wildlife Education, GA
Douglas-Hart Nature Center, IL
Eklhart Environmental Center, IN
FARMS Leadership, Inc., CA
Kalamazoo Nature Center, MI
Leslie Science Center, MI
Louise Kreher Forest Ecology Center, AL
Loxahatchee Nature Center, FL
Madagorda Bay Nature Center, TX
Mohonk Preserve, NY
Nixon Nature Center, PA
Ogden Nature Center, UT
Shaw Nature Reserve, MO
Wild Bear Center for Nature Discovery, CO
Wolf Creek Park Nature & Science Center, WV



For More Information or to Set Up a Peer Consult

Call: 435-787-8209 or
or visit:
www.natctr.org.

We will also happily put you in contact with any of our previous clients. They are our best advertisement and references!

PARK OPERATIONS REPORT

February 2018

REVENUES COLLECTED

- Revenues collected for 2018 Motor Vehicle Permits and Hang Tags total \$362.00 fiscal year to date.
- Revenues collected from Pigeon Creek Lodge total \$50,865.00 for the 2017-2018 season. We were open for operation 30 days this season compared to 19 days for the 2016-2017 season.
- Revenues collected for the Dog Wash Station total \$4,430.30 fiscal year to date.
- Donations collected from the Dog Park total \$1,358.28 fiscal year to date.

ROUTINE MAINTENANCE/REPAIRS COMPLETED

- Set-up and clean-up was provided for 33 Facility reservations in February.
- 15 downed trees were removed (5) Kirk, (3) Pigeon, (3) Hager, (3) Riley Trails, (1) Hemlock Crossing.



- **The stair landing platform was repaired on the Kirk dune ridge trail stairs due to damage caused by a fallen tree.**
- Grooming operations of the Pigeon Creek ski and snowshoe trails along with the sledding hill resumed on February 4 and continued until February 18 when warm temperatures and rain deteriorated the trail conditions.
- Drywall repairs and painting were completed because of water damage from ice dams at Pigeon Creek Lodge.
- **Maps and Kiosk signs were printed, mounted, and installed at the NEC, Crockery Creek, Upper Macatawa, and Eastmanville Farm.**
- Hiawatha Forest Drain Project information signs were printed and mounted.
- A trench was dug to allow water to run out of the basement area of the Ravines Lodge after heavy rain and snow melt allowed water to back up into the basement through the rollup door.
- The overflow alarm sounded several times late this month on the septic system at the new Ravines south restrooms. Hopefully scheduled grading this spring will solve the issue.



PROJECT WORK

- **Exit signs were installed at Spring Grove, Grand River, Hager Picnic Building, and the cold storage building at the Park Operations Center as a part of the risk assessment recommendations.**
- Sustainability upgrades including LED lights and light timers were installed at Hager Park, Grand River Park, Spring Grove, and the POC.



- A prototype frame was made for acoustic tiles for sound deadening in the Connor Cabin. More will be made to finish out the project.
- Contractors bored the new water line under the Pigeon River, getting us one step closer to better water at the NEC.
- The final electrical connections were made for gate and light at Riley Trails.



STEWARDSHIP ACTIVITIES

- Natural Resource Supervisor facilitated a discussion on interpreting conservation hunting with park staff. A plan was created to develop programming in partnership with conservation organizations, signage for deer exclosures, and talking points for staff.
- Natural Resource Supervisor facilitated the Hemlock Woolly Adelgid (HWA) Task Force meeting. Thirty-two attendees learned about what has occurred in the last year regarding HWA.
- Staff and Volunteers surveyed six parks for HWA. No new infested trees have been detected.
- Natural Resource Supervisor continued to work with the engineer and contractor on the Hiawatha Forest drain project.



RULE ENFORCEMENT ISSUES

- An individual was spoken to about walking on the groomed ski trails at Pigeon after the warm up and before we reopened to walkers. The visitor was verbally abusive and threatened the employee. A police report was filed for the threats, and a Sheriff's Deputy made contact with the visitor.

VEHICLES AND EQUIPMENT NOTES

- Brought the Arctic Cat snowmobile in for repairs for the second time this winter for a fuel delivery issue.
- Oil and filter was changed on Trucks #34, #4, #32, and #5.
- Replaced the rubber paddles and 1 scrapper bar on 3 Toro snow blowers.
- Repaired broken bolts and guide wheel on the Tid-Tech groomer at Pigeon.

STAFF NOTES

- North area Supervisor completed the required Continuing Education Units for her Certified Parks and Recreation Professional Certification renewal.
- Operations Manager attended a two day Tree Risk Management Program through the Great Lakes Park Training Institute in Indiana.
- Seasonal employee hiring continued through the month. We have filled seven positions this month and have five Park Attendant positions and three Grounds Attendant positions yet to fill. More interviews are scheduled.
- Operations Manager was in communications with seven schools which had trips scheduled for Ski outing at Pigeon Creek during the month. With the unseasonable conditions only two programs were able to be held.
- The high cost of plowing the hill down to the lodge at Ravine North and associated safety concerns has spurred staff to brain storm solutions including re-grading, heated pavement, or closing that section of the park for January and February each year. Recommendations will be forthcoming.

Interpretive and Information Services Report

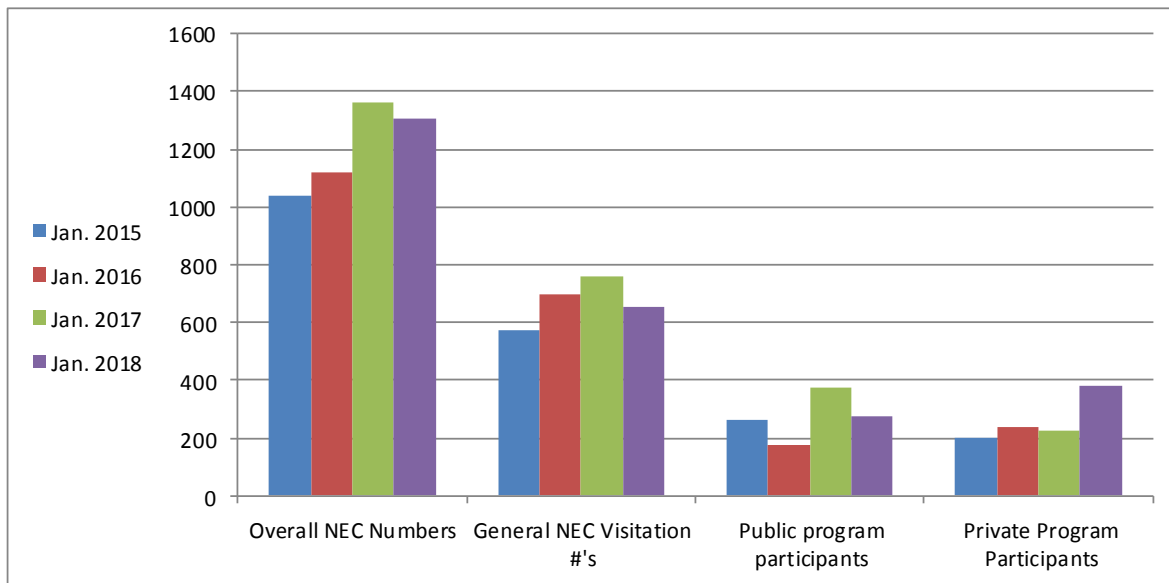
2/1/18 to 2/28/18

Submitted by: Kristen Hintz

Overview of Visitation and Program Numbers for January

Through 2/28/18, we have had **1,351** visitors to the Nature Center. Of those, **671** were involved in programs at the Nature Center while the other **680** were visiting on their own. We've hosted **243** public program participants and **12** programs as of this report. We conducted **14** private programs reaching **553** participants.

The chart below compares program participant numbers and NEC attendance for the month of **January** during the years 2015-2018. The fluctuation in visitation numbers is heavily influenced by weather, trail conditions, and rare bird sightings. In 2015, 116 people visited the NEC-many to see the Common Redpolls that had been hanging around the feeders.



Program Highlights:

Snowy Owl Programs & Field Trips – 1/27 & 1/28

Curtis Dykstra led a combo presentation and field trip focused on Snowy Owls both at Hemlock Crossing and at Grand Ravines lodge. The programs were well attended, with 35 for the presentation and field trip from Hemlock Crossing and 24 for the presentation and 18 for the field trip from Grand Ravines. Also in attendance were four Snowy Owls for each of the two field trips!

Lakeshore Birding Event – 1/31/18

Caleb Putnam from Audubon Great Lakes/MI DNR approached Curtis Dykstra and Jessica VanGinhoven about a hosting joint birding event in Ottawa County. In the process of organizing this event, Rich Houtteman, Community Affairs Manager from Consumer's Energy, was contacted about access through the Campbell Power Plant property to Pigeon Lake for waterfowl viewing. He was excited for the opportunity and willingly involved himself in the event. Additionally, WOOD-TV expressed interest in filming for their Eight West segment. In the end, ~50 people attended this collaborative event. We met at Hemlock Crossing, where Caleb Putnam spoke about his position aimed bringing hunters, birders, and other public land users together for the common cause of conservation. From there, participants visited Pigeon Lake and the Port Sheldon pier through Consumer's Energy property, then Lake Macatawa on the Black Lake Boardwalk, and finally the farmland of central Ottawa County to search for Snowy Owls. The event was a success, and we are looking forward to further future collaboration.

Coffee with the Birds (Public and Senior Programs)

On 2/10/18, Coffee with the Birds was attended by 83 people! Additionally, the Nature Center hosted two private “Coffee with the Birds” events for senior groups from Resthaven Maple Woods from Holland and American House of Spring Lake.

The Wildlife Encounter programs continue to be well attended by adults and children. The children’s mink program had 18 participants, and 35 people attended the adult program. Keep it Active Walks have not had high numbers most likely due to the lack of snowshoeing opportunities, although those attending have had positive experiences. For the second year in a row, the cross-country ski trip at North Ottawa Dunes has been changed to a winter walk, due to unfavorable ski conditions.

Birches under a Full Moon Acrylic Painting Class

On February 24, Nancy Berg taught a step-by step acrylic painting class. As always, the 20 participants thoroughly enjoyed the class and walked away with a beautiful MI landscape painting to be proud of.

Other Nature Center Happenings:

- ◆ Preparing spring program offerings for the newsletter and online registration.
- ◆ Working with Nature Center Staff to finalize Summer Camp programming and schedules.
- ◆ Updating school programs to reflect Next Generation Science Standards.
- ◆ Working with staff to begin the next phase of implementing a Homeschool Explorers program beginning in Sept.
- ◆ Working with staff on interpretive signing.





OTTAWA COUNTY PARKS FOUNDATION UPDATE March 7, 2018

Following is an update on current activities of the Parks Foundation:

- Membership: Following the resignations of both Mark Oppenhuizen and Shelly Stephens, the Foundation Board welcomed Peter Esser as a new member at its February meeting. Another prospective new member attended the meeting to learn more.
- Grand River Greenway Fundraising Campaign: The Parks Foundation contracted with Kennari Consulting for \$2,500 to assess the Grand River Greenway Campaign following the end of services through Tim Wondergem. An initial report and recommendations are expected at the Foundation's March 9 meeting.
- Breakfast Fundraisers: The Parks Foundation relies on four key fundraising efforts each year which include 1) a table-hosted spring fundraiser, 2) spring direct mail appeal, 3) fall house party fundraiser, and 4) end of year appeal. Last year's very successful table-hosted spring fundraiser was "Breakfast at the Beach" held at Camp Blodgett. Replacing this event will be this year's "Breakfast in the Park" which will involve two events: 1) a breakfast fundraiser at Grand Ravines Lodge on May 17 at 8 am, and 2) a breakfast fundraiser in an outdoor tent at Connor Bayou on June 7 at 8 am. Similar to last year, we are looking for people willing to invite prospective donors to the breakfast, knowing they will be asked to make a contribution at the event. We learned last year that it is surprisingly easy to get people out and make a modest donation.
- Foundation Budget: The Foundation Board is working on its 2018 Budget with hopes of approving it at the March meeting. As a relatively new organization without an extensive track record in fundraising, it is difficult to estimate both revenues and expenditures. But it is a particularly important task as the group looks at the possibility of adding a part-time staff person in the near future. The hope is the staff person could be housed for the present time in a cubicle in the Parks Office to save money but also allow for interaction with park staff. Initial indications from county officials have been supportive of that approach, but more investigation is needed.
- Newsletter: The Parks Foundation has developed a monthly e-newsletter and is also planning to spend \$3,000 to insert a paper newsletter in two issues of the Parks Commission quarterly newsletter (March and October). This will help the group reach a much wider audience with over 6,000 on the quarterly newsletter mailing list.

Planning and Development Summary Report

Ottawa County Parks & Recreation Commission

February 28, 2018

GRAND RIVER GREENWAY

Grand Ravines Improvements.

No change since last report. The project is complete except for minor warranty items. The contractor has been slow in providing final paperwork to close out the project due to disagreement about the value of extra work completed. Final reimbursement for the grant portion of the project has been submitted to the State.

Other small adjustments and additions will be completed or coordinated by park staff in the spring including some concrete paving and curbing, improved drainage and erosion control, signage, on-grade stairs, and other miscellaneous items.

GR Greenway – Robinson Trail Segment. No change since last report. Construction will begin again in the spring.

Project Budget Summary

<u>Funding</u>	
Park Budget	\$ 616,000.00
Robinson Twp. Donation	\$ 50,000.00
TAP Grant (est. MDOT @ 80%)	<u>\$ 821,052.00</u>
Funding total	\$1,487,052.00
<u>Expenditures</u>	
Consultant Fees	\$ 131,372.75
Road Commission Review Fees	\$ 5,705.60
Road Commission Administrative Fees	\$ 18,800.00
Tree and Brush Removal	\$ 44,144.00
Trail Construction with parking (est.)	\$1,026,315.00
Miscellaneous expenses	<u>\$ 4018.57</u>
Expenditures total	\$1,230,705.92
Balance Remaining	\$ 256,346.08

GR Greenway – 42nd Ave./Ravines Connector Segment. Easement agreements are being finalized for all properties along the trail route. Coordination with easements owned by GVSU for their fiber optic communications cable is also in progress.

Project Budget Summary

<u>Funding</u>	
Park Budget	\$ 71,400.00
Georgetown Township	\$ 50,000.00
Private Funds	\$ 63,067.50
TAP Grant	<u>\$ 201,906.25</u>
Funding total	\$ 386,373.75

<u>Expenditures</u>	
Consultant Fees	\$ 49,760.00
GVSU Trail widening on 42 nd Ave.	\$ 21,640.00
Road Commission Fees	\$ 4,348.75
Trail Construction (est.)	\$ 310,625.00
Contract Revisions	\$ <u>0.00</u>
Expenditures total	\$ 386,373.75
Balance Remaining	\$ 0.00

GR Greenway – Bend Area Connector Segment. Preliminary design work has been completed and plans submitted to the state for review. Delays in the purchase of the Bend Area Expansion (Boynton property) have caused some complications in regard to schedule and coordination with the Cottonwood Drive construction project. The current approach is to see if we can construct the project in two phases that would allow most of the project to proceed immediately

Project Budget Summary

<u>Funding</u>	
Park Budget	\$ 61,000.00
Georgetown Township	\$ 287,500.00
Private Funds	\$ 122,641.47
TAP Grant	\$ <u>591,550.20</u>
Funding total	\$ 1,062,691.67

<u>Expenditures</u>	
Consultant Fees (OCRC)	\$ 76,744.67
Trail Construction (est.)	\$ 985,917.00
Contract Revisions	\$ <u>0.00</u>
Expenditures total	\$ 1,062,691.67
Balance Remaining	\$ 0.00

Grand River Park Fishing Deck Renovation. Our grant application for this project was not recommended for funding. Efforts will be made to scale back the project to match available funds.

MACATAWA RIVER GREENWAY

Paw Paw Park Renovations. A new play area is to be installed this spring including concrete walkway and rubber surface.

Project Budget Summary

<u>Funding</u>	
Parks Funds	\$ 100,000.00
City of Holland	<u>\$ 25,000.00</u>
Funding total	\$ 125,000.00
<u>Expenditures</u>	
Consultant and Permit Fees	\$ 1,510.00
Shelter Renovation	\$ 12,885.25
Boardwalk Materials	\$ 2,105.85
Play Area	<u>\$ 50,995.00</u>
Expenditures total	\$ 67,496.10
Balance Remaining	\$ 57,503.90

LAKE MICHIGAN COASTAL GREENWAY

Pumphouse Addition. Work continues, however some delays have pushed the completion date into March. Final cleanup of the site and some painting will be completed when the weather is warmer.

Project Budget Summary

<u>Funding</u>	
Parks Funds	\$ 150,000.00
Additional Parks funds (05.03.17)	\$ 50,000.00
HOBS/Township contribution	\$ 30,000.00
Additional Parks funds (08.02.17)	<u>\$ 48,080.00</u>
Funding total	\$ 278,080.00
<u>Expenditures</u>	
Consultant Fees	\$ 22,400.00
Floor (wood, brick, trench, glass)	\$ 49,630.35
Restroom Addition (bid)	<u>\$ 198,080.00</u>
Expenditures total	\$ 222,030.35
Balance Remaining	\$ 7,969.65

Ottawa Beach Marina Redevelopment. The site plan has been approved by the Park Township Planning Commission. We have responded to several requests for clarifications and modifications by the Corps of Engineers and MDEQ, and hope to have approval soon. Detailed final design and engineering has started with construction scheduled to begin in October.

Project Budget Summary

Funding

Parks Funds	\$ 528,154.00
Park Township	\$ 90,000.00
BIG Grant (awarded)	\$ 642,917.00
MNRTF Grant (awarded)	\$ 291,000.00
CZM Grant (projected)	\$ 528,154.00
Pumpout Grant (projected)	\$ 528,154.00
Bonding	<u>\$ 799,768.00</u>
Funding total	\$2,435,839.00

Expenditures

Consultant Fees	\$ 201,060.00
Expenses	\$ 13,204.50
Construction Estimate	<u>\$2,029,866.00</u>
Expenditures total	\$2,244,130.50

Balance Remaining \$ 191,708.50

Ottawa Beach Lower Boardwalk Wall. This project to replace deteriorated railroad tie retaining wall with new modular concrete block wall is complete. An additional section of wall is scheduled for replacement early this spring.

OTHER PROJECTS

Northside Operations Center. No change since last report. Staff continues to evaluate options to reduce the cost of this project including acting as the general contractor, allowing flexibility in contractor scheduling, doing some of the work ourselves, phasing some elements, and redirecting funds from other maintenance facility projects. The plan is to bid the project early in 2017 and complete construction by the fall.

Hager Visitor Center Roof. A preferred option to address roof problems has been selected. Staff is working on details and funding options.



Ottawa County Parks &
Recreation Commission
12220 Fillmore St., West Olive, Michigan 49460
(616) 738-4810 www.miottawa.org/parks

MEMORANDUM

Date: March 1, 2018
To: Parks and Recreation Commission
From: John Scholtz, Parks and Recreation Director
RE: Logo change

The possibility of changing from the current parks logo (see upper left corner) to the logo adopted by the Board of Commissioners for general Ottawa County use (see below) has been discussed on several occasions over the past year. Most recently the Parks Commission's Public Relations Committee reviewed the issue at their January meeting and the consensus was the Commission should change to the new County logo. See excerpt of minutes:

Adopting new county branding: VanGinhoven presented a rough estimate of the material cost of a logo transition and areas of high and low priority/difficulty. She stated staff generally has reservations about the transition, for various reasons. Scholtz re-iterated that while staff may have reservations about the transition that we defer to the Parks Commission on the decision. Holtvluwer stated he would like to see the logo change and a slow adoption of the new identity. Rice strongly agreed. Statema was supportive of a slow transition if the Parks Commission opts to adopt the new identity.

On January 19 VanGinhoven spoke with Jonas (who was not present at the meeting) to discuss a logo transition. Jonas was also supportive of adopting the new county logo and prioritizing what needs to be transitioned, so make cost manageable. They discussed specifics of the design. VanGinhoven reported she has an upcoming meeting with Shannon Felgner to see how flexible Parks can be with the typography.

The PR Committee was in consensus that logo transition should be an agenda item for the February Parks Commission meeting (January 31).

With the Committee Chair Roger Jonas absent from the last meeting, no action was taken. The following motion has been drafted in an attempt to reflect the wishes of the Committee.

Proposed motion:

To approve transitioning from the current Parks and Recreation logo to the new logo and branding adopted by the Ottawa County Board of Commissioners with timing of the change-over to be discussed further by the Public Relations Committee and funding to be spread over a several year period.



Ottawa County Parks
Explore Where You Belong



Ottawa County Parks &
Recreation Commission
12220 Fillmore St., West Olive, Michigan 49460
(616) 738-4810 www.miottawa.org/parks

MEMORANDUM

Date: March 1, 2018
To: Parks and Recreation Commission
From: John Scholtz, Parks and Recreation Director
RE: Grant Application – Ottawa Sand Phase II Acquisition Project

In late 2017, Ottawa County Parks responded to an unexpected opportunity to acquire a new coastal park property with outstanding outdoor recreation potential. The proposed park property, known as Ottawa Sand, is located in both the cities of Grand Haven and Ferrysburg and comprises 353 acres including an inland lake and extensive Grand River frontage. With the support of the Ottawa County Board of Commissioners, a grant application was submitted to the Michigan Natural Resources Trust Fund requesting \$8,415,000 toward the estimated \$11,348,000 acquisition cost. The Trust Fund Board responded with a grant award (pending legislative approval) of \$4,200,000 and encouragement to submit a request for another \$4,200,000 in 2018.

Grant requests are due April 1 for the 2018 Michigan Natural Resources Trust Fund grant cycle. The Parks Commission requests approval of a Board resolution supporting the grant application. A project summary and proposed resolution are attached which include a funding breakdown.

Proposed motion:

To approve the resolution authorizing submittal of the Ottawa Sand Phase II Acquisition Project grant proposal to the Michigan Natural Resources Trust Fund and forward to the Board of Commissioners for approval.

Grant Summary Sheet

OTTAWA SAND PHASE II ACQUISITION PROJECT

Michigan Natural Resources Trust Fund Proposal

Granting Agency: Michigan Natural Resources Trust Fund

Grant Deadline: April 1, 2018

Project Summary: The Ottawa Sand Acquisition Project represents an opportunity to acquire 353 acres of land with 5,585' of frontage along the Grand River, 219 acres of critical dune property (which includes an 80-acre inland, man-made lake), and emergent wetland. With a number of other high quality park sites surrounding the property, the opportunity exists to complete a 2,400 acre coastal green infrastructure corridor with a long-distance hiking trail extending from the north pier in Grand Haven to P.J. Hoffmaster State Park. In addition to hiking, the acquisition of the property would offer the potential to create a new regional park providing a wide range of recreation activities including camping, fishing, kayak rentals and access connecting to Lake Michigan and Grand River Water Trails, swimming, hiking, biking, hunting, and winter activities.

The Trust Fund Board committed \$4.2 million toward the project in the 2017 grant cycle, approximately half of what was requested, with encouragement to submit a second grant application in 2018. Therefore, the original proposed project funding has been split over two years with the proposed 2018 Phase II grant funding outlined below.

<i>Project Budget:</i>	Total Estimated Cost:	\$5,674,000
	Proposed Trust Fund Grant:	\$ 4,200,000 (74%)
	Donated Land Value:	\$ 1,402,500 (25%)
	Proposed County Cost:	\$ 71,500 (1%)

OTTAWA COUNTY PARKS AND RECREATION COMMISSION

RESOLUTION INDICATING INTENTION TO UNDERTAKE THE OTTAWA SAND PHASE II ACQUISITION PROJECT IF GRANT AWARDED.

At a regular meeting of the Ottawa County Parks and Recreation Commission of the County of Ottawa, Michigan, held in the Ottawa County Fillmore Street Complex, West Olive, Michigan, in said County on the 7th day of March, 2018 at 3:00 o'clock p.m. local time.

PRESENT:

ABSENT:

It was moved by Parks Commissioner _____ and supported by Parks Commissioner _____ that the following Resolution be adopted:

WHEREAS, this proposed application is supported by the 2016 Ottawa County Parks, Recreation and Open Space Plan, which identifies the need for expansion and improvement of Ottawa County parks and recreation facilities; and

WHEREAS, the Parks and Recreation Commission has identified the Lake Michigan Coastal Greenway as a high priority initiative; and

WHEREAS, the Ottawa Sand Acquisition Project is a key component of the Lake Michigan Coastal Greenway initiative and has been identified as a high priority for the 2018 fiscal year; and

WHEREAS, the Ottawa Sand property will connect habitat in a six mile corridor of preserved dunes and green space involving state, county, and city parks and preserves; and

WHEREAS, the Ottawa Sand property will provide important water-based and natural resource-based recreation opportunities accessible to residents and visitors to Ottawa County; and

WHEREAS, the Michigan Natural Resources Trust Fund awarded \$4,200,00 in the 2017 grant cycle for the Ottawa Sand Acquisition Project Phase I Project; and

WHEREAS, the County of Ottawa is requesting funding assistance for the Ottawa Sand Phase II Acquisition and is committed to providing a 26% local match for the proposed land acquisition project including \$1,402,500 (25%) in land value donated by the owner and approximately \$71, 500 (1%) in incidental costs to be provided by Ottawa County of the \$5,674,000 total project cost; and

NOW THEREFORE, BE IT RESOLVED, that the Ottawa County Parks and Recreation Commission authorizes submittal of the grant application for the Ottawa Sand Acquisition Project to the Michigan Department of Natural Resources and fully intends to carry out the project if awarded.

Adopted/Issued this date by the Ottawa County Parks and Recreation Commission

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

David VanGinhoven
President, Ottawa County
Parks and Recreation Commission

Phil Kuyers
Secretary, Ottawa County
Parks and Recreation Commission

CERTIFICATION

I, the undersigned, duly qualified Clerk of the County of Ottawa, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Board of Commissioners of the County of Ottawa, Michigan, at a meeting held on March 13, 2018 the original of which is on file in my office. Public Notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 13th day of March, A.D., 2018.

Justin F. Roebuck, Ottawa County Clerk/Register



Ottawa County Parks &
Recreation Commission
12220 Fillmore St., West Olive, Michigan 49460
(616) 738-4810 www.miottawa.org/parks

MEMORANDUM

Date: March 1, 2018
To: Parks and Recreation Commission
From: Curt TerHaar, Coordinator of Park Planning & Development
RE: Grand River Explorers Trail Design & Engineering

The Ottawa County Parks & Recreation Commission is seeking professional design and engineering services for three segments of the Grand River Explorers Trail which is being constructed as distinct smaller scale projects on the south side of the Grand River in Ottawa County over the next five years. These segments include the following:

- The Eastmanville Connector Trail (FY 2021)
- The Jenison Mill Trail (FY 2019)
- The Ravines to Grand River Park Trail (FY 2020)

Work will include surveying, design development, permitting, construction document preparation, and construction administration all in accordance with applicable grant requirements. Work will not be authorized to begin until all land ownerships or easements are in place.

Proposed motion:

To receive proposals for engineering of the non-motorized Grand River Explorers Trail and approve the proposal from _____ in the amount \$_____ plus reimbursable expenses estimated at \$_____ and forward to the Board of Commissioners for approval.



Ottawa County Parks &
Recreation Commission
12220 Fillmore St., West Olive, Michigan 49460
(616) 738-4810 www.miottawa.org/parks

MEMORANDUM

Date: March 1, 2018
To: Parks and Recreation Commission
From: Curt TerHaar, Coordinator of Park Planning and Development
RE: Grand River Explorers Trail Archaeological Review

The Ottawa County Parks and Recreation Commission is seeking professional archaeological services to complete archaeological reviews for multiple segments of the Grand River Explorers Trail, which is being constructed in phases on the south side of the Grand River in Ottawa County over the next five years. These reviews will assist Ottawa County Parks with Section 106 review of the projects by the State Historic Preservation Office (SHPO) and help to ensure appropriate management of historical/cultural resources.

The work involves research, site walks, and potentially excavation and analysis of discovered artifacts.

These reviews will help Ottawa County Parks to be good stewards of these resources as well as fulfill the requirements of federally funded grant programs.

Proposed motion:

To receive proposals for archaeological review of trail routes along the Grand River Explorers Trail and approve the proposal from _____ in the amount \$ _____ plus reimbursable expenses estimated at \$ _____ and forward to the Board of Commissioners for approval.



Ottawa County Parks &
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MEMORANDUM

Date: March 1, 2018
To: Parks and Recreation Commission
From: John Scholtz, Parks and Recreation Director
RE: Purchase of Recreation Management Software

The need for improved recreation management software to process park reservations, automate cash handling at multiple locations, and improve data base management has been apparent for a number of years. The current software, which was created over ten years ago and is limited to park reservations only, would require a complete rewrite in order to allow the level of functionality that is now required. Rather than reinvent software for the necessary applications, bids have been solicited from a number of software providers that have developed software to meet the needs of parks and recreation departments and similar agencies across the country. New software has the potential to greatly increase staff efficiency and productivity.

The new software will significantly improve customer service by allowing park users to include multiple items per transaction. Currently, a parent of three children who wishes to register his/her children for two educational programs would have to make six separate online transactions. In addition to allowing a customer to register for multiple programs at one time, the new system will allow the customer to make facility reservations and purchase annual permits within one transaction.

Through a collaboration of multiple County departments, including the Treasurer's Office, Innovation & Technology, Fiscal Services, and Parks, a taskforce was created to create an RFP and select a new software vendor. The collaborative effort was headed by the Fiscal Services' Purchasing team. Three software vendors returned bids on time, with two additional late bids received. After several taskforce meetings and demonstrations from the two lowest bidders, the taskforce unanimously selected PerfectMind as its choice for the Recreation Management Software system. The five-year contract cost will total \$40,100, with a first-year expense of \$16,100, and following years' expenses locked in at \$6,500 per year. This software was budgeted at \$50,000.

Proposed motion:

To receive proposals for recreation management software and approve the Professional Services Agreement with PerfectMind, Inc. in the amount \$40,100 for a five year contract and forward to the Board of Commissioners for approval.



County of Ottawa

Fiscal Services Department - Purchasing

RFP # 18-02 Recreation Management Software System
Date: 2/16/2018

Vendor Proposal Tabulation

Vendor		PerfectMind	RecProSoftware	Vermont Systems	Dynamics Intelligence, Inc.		Active Network
Date / Time Rcv'd		01/08/2018 5:23pm	1/10/2018 12:08 pm	1/2/2018 9:22am	1/10/2018 2:11pm		1/10/2018, 2:35pm and 6:10pm
Attachment A - Cover Sheet for Proposal		Y	Y	Y	Y		Y
Acknowledge Addendum		Y	Y	Y	Y		Y
Attachment B - Vendor Response		Y	Y	Y	Y		Y
Attachment B -Functional Requirements Questionnaire		Y	Y	Y	Y		Y
Attachment C-Authorization for Reference Check		Y	Y	Y	Y		Y
Attachment D - Vendor Reference Information		Y	Y	Y	Y		Y
Attachment E-Cert. for Insurance and Indemnity Requirements		Y (with notes)	Y	Y	Y		Y
Attachment F - Debarment and Suspension		Y	Y	Y	Y		Y
				Software	License Purchase		
Attachment G Pricing Proposal Form	5-Year Cost of Software	\$42,100.00	\$46,750.00	\$161,611.00	\$172,965.00	\$140,000.00	\$77,698.14
	Year One	\$16,100.00	\$11,750.00	\$50,011.00	\$88,726.00	\$390,800.00	\$19,500.00
	Year Two	\$6,500.00	\$8,750.00	\$27,900.00	\$20,442.00	\$3,965.00	\$12,540.00
	Year Three	\$6,500.00	\$8,750.00	\$27,900.00	\$21,055.00	\$3,965.00	13,794.00
	Year Four	\$6,500.00	\$8,750.00	\$27,900.00	\$21,055.00	\$3,965.00	\$15,173.40
	Year Five	\$6,500.00	\$8,750.00	\$27,900.00	\$21,055.00	\$3,965.00	\$16,690.74
	Year Six and Beyond (%)		12.5%	3%		20%	10%
	Equipment Initial Purchase Price / Equipment Per-Unit Cost / Specifications (y/n)	Provided in bid, pages 91, 92	See supporting documentation	\$2,809 / Sample pricing / See attached		N/A	N/A
Comments	Optional services: Data Migration, Mobile App, Marina / Dock Management		Our detailed cost proposal options include sample hardware. Further conversation is necessary regarding hardware purchase and leasing options.		5-year cost of software is not properly calculated based on years 1-5 annual costs quoted 5-year cost would be \$406,660.00		

Received by: Janice McLaren
Amy Bodbyl-Mast
Kyle Roffey

1/10/2018
Date

SOFTWARE AS A SERVICE & PROFESSIONAL SERVICES AGREEMENT

BETWEEN

PERFECTMIND INC.

AND

COUNTY OF OTTAWA

DATED: MARCH 16th, 2018

TABLE OF CONTENTS

PART 1 —DEFINITIONS AND INTERPRETATION	1
PART 2 —LICENSE.....	3
PART 3 —PROFESSIONAL SERVICES.....	4
PART 4 —FEES AND PAYMENTS	6
PART 5 —USE OF THE PLATFORM.....	7
PART 6 —CONTENT, INTELLECTUAL PROPERTY AND PRIVACY	11
PART 7 —TERM AND TERMINATION	13
PART 8 —CONFIDENTIALITY	14
PART 9 —WARRANTIES, DISCLAIMERS, INDEMNITIES AND LIABILITY	15
PART 10 —GENERAL.....	17

Exhibits:

- Exhibit A – Platform Use Fees
- Exhibit B – Statement of Work
- Exhibit C – PerfectMIND Rates for Professional Services
- Exhibit D – Service Levels
- Exhibit E – Platform Features and Functionalities

SOFTWARE AS A SERVICE & PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is dated MARCH 16th , 2018

BY AND BETWEEN:

PerfectMIND Inc.

(“**PerfectMIND**”), a British Columbia corporation having an office at:

2nd Floor, 4333 Still Creek Drive
Burnaby, British Columbia
V5C 6S6

AND

County of Ottawa ____

(“**Customer**”), a Michigan corporation having an office at:

12220 Fillmore Street
West Olive, MI 49460

WHEREAS PerfectMIND wishes to license to Customer, and Customer wishes to use and license from PerfectMIND, the Platform (as defined herein) on the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

PART 1—DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement, unless the context otherwise requires, capitalized terms will have the meaning assigned to them herein, including the following:

- (a) “**Account**” has the meaning set out in §5.6;
- (b) “**Account-holder**” means an individual designated by Customer to whom an Account is issued;
- (c) “**Applicable Laws**” means all applicable laws and regulations, including all applicable local, provincial, state, national and foreign laws, treaties and regulations as well as orders of courts or laws, regulations, by-laws or ordinances of applicable governmental agencies;
- (d) “**Claims**” means liabilities, actions, proceedings, claims, causes of action, demands, debts, losses, damages, charges and costs, including reasonable legal costs, any amount paid to settle any action or to satisfy a judgment and expenses of any kind and character whatsoever incurred in connection therewith;
- (e) “**Confidential Information**” has the meaning set out in §8.1;
- (f) “**Content**” means all materials and content, including designs, editorials, text, graphics, audiovisual materials, multimedia elements, photographs, videos, music, sound recordings,

reports, documents, software, information, formulae, patterns, data and any other work, and **“Customer Content”** is Content entered, uploaded or inputted into the Platform by or on behalf of Customer;

(g) **“Customer Data”** means information, materials, or data, including Customer Content, entered, uploaded or inputted into the Platform by or on behalf of Customer;

(h) **“Enhancement”** means enhancements, developments, modifications, updates, additions and improvements made to the Platform, other than New Features and Functions;

(i) **“Force Majeure”** means circumstances beyond a party’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems, or Internet service provider failures or delays, or hosting service provider failures or delays;

(j) **“Intellectual Property Rights”** means any and all (i) proprietary rights provided under patent law, copyright law, trade-mark law, design patent or industrial design law, semi-conductor chip or mask work law, or any other applicable statutory provision or otherwise arising at law or in equity, including, without limitation, trade secret law, that may provide a right in works, software, source code, object code, marks, ideas, formulae, algorithms, concepts, methodologies, techniques, inventions, or know-how, or the expression or use thereof, (ii) applications, registrations, licenses, sublicenses, agreements, or any other evidence of a right in any of the foregoing, and (iii) past, present, and future causes of action, rights of recovery, and claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing;

(k) **“New Features and Functions”** means any update, revision, new version, new module or upgrade of the Platform made available by PerfectMIND from time to time (i) that adds new functions or features to the Platform and (ii) for which PerfectMIND charges a fee to its customers in order to obtain same;

(l) **“PerfectMIND Privacy Policy”** means PerfectMIND’s privacy policy made available at <http://www.perfectmind.com/academy/privacy> as amended from time to time;

(m) **“PerfectMIND Technology”** means (i) any concepts, inventions, systems, processes, techniques, methodologies, know-how, data, tools, templates, technology (including software in executable code and source code), documentation or any other information, data or materials, and any expressions of the foregoing, developed by, owned by, or licensed to, PerfectMIND; and (ii) the Work Product;

(n) **“Permitted Purpose”** means managing and operating Customer’s facilities located in the County of Ottawa, Michigan, including customer relationship management, facility bookings, membership sales, point of sale transaction processing and scheduling;

(o) **“Platform”** means the software and supporting hardware platform known as “PerfectMIND” that is owned and operated by PerfectMIND, and that will be made available to Customer as a service under this Agreement via a designated website or websites as may be

designated by PerfectMIND, from time to time, together with the related documentation, Content (other than Customer Content and Customer Data) and end user materials delivered therewith;

(p) “**Professional Services**” has the meaning set out in §3.1;

(q) “**Statement of Work**” has the meaning set out in §3.1;

(r) “**Term**” has the meaning set out in §7.1; and

(s) “**Work Product**” means all improvements, enhancements and derivatives thereto developed by PerfectMIND for the purposes of providing the Professional Services under this Agreement or otherwise and any and all other work products developed by PerfectMIND for the purposes of providing the Professional Services under this Agreement.

1.2 Interpretation. In this Agreement, unless expressly stated otherwise or the context otherwise requires, (a) headings and captions are for convenience only and will not be deemed to explain, limit or modify the provisions hereof, (b) the word “**including**”, when following a general statement or term, is not to be construed as limiting the general statement or term (whether or not used in connection with phrases such as “without limitation” or “but not limited to”) and the word “**or**”, when connecting two or more matters, will not imply an exclusive relationship between the matters, (c) a reference to a “**person**” or “**entity**” means an individual, corporation, body corporate, firm, limited liability company, partnership, syndicate, joint venture, society, association, trust or unincorporated organization or governmental authority or trustee, executor, administrator or other legal representative, including any successor to that person, (d) a word importing the masculine gender includes the feminine and neuter, a word in the singular includes the plural, a word importing a corporate entity includes an individual, and vice versa, (e) words, phrases and acronyms not otherwise defined herein that have a meaning commonly understood and accepted by persons familiar with the Internet and computing services professionals will be interpreted and understood to have that meaning herein, and (f) in the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Exhibits hereto, the terms of the Exhibits hereto will prevail to the extent necessary to resolve such conflict or inconsistency.

PART 2—LICENSE

2.1 License. PerfectMIND grants to Customer a non-exclusive, non-transferable, right and limited license, only during the Term, to access and use the Platform for the Permitted Purposes only. All rights not expressly granted to Customer are reserved by PerfectMIND and, if applicable, its licensors.

2.2 Complete Software; Enhancements. Upon completion of the Professional Services described in the Statement of Work attached to this Agreement as Exhibit B, the Platform with the features and functionalities described in Exhibit E attached to this Agreement will be configured and made available to Customer for access and use by Account-holders. Customer agrees that its entry into this Agreement is not contingent on the delivery of any future functionality or features by PerfectMIND. PerfectMIND may, from time to time and its sole discretion, update the Platform (including the underlying server software or hardware) or otherwise offer Enhancements, which Enhancements will form part of the Platform being licensed and provided

hereunder without further payment by Customer. PerfectMIND will use commercially reasonable efforts to (a) ensure that such Enhancements are compatible with and will not adversely affect or reduce the functionality, performance, availability and accessibility of the Platform, and (b) to the extent that such Enhancements do so adversely affect the Platform and Customer notifies PerfectMIND of same, restore or reinstate the Platform or parts of it causing the adverse effects to its or their status prior to the Enhancement, as soon as may be reasonable and practicable in the circumstances. Notwithstanding any Enhancements or other changes to the Platform, PerfectMIND will maintain the functionality of the Platform so it is always materially equal to or better than the functionality of the Platform as of the date that Customer first commences using the Platform.

2.3 New Features and Functions. PerfectMIND may, from time to time and in its sole discretion, develop and offer New Features and Functions that will not form part of the Platform licensed hereunder and may be provided and licensed separately to Customer for an additional fee. For clarity, in no event will PerfectMIND be obligated to provide any New Features and Functions free of charge.

PART 3—PROFESSIONAL SERVICES

3.1 Professional Services. Customer may, from time to time, request PerfectMIND to provide customization and deployment services and other related professional services in relation to Customer's use of the Platform (the "**Professional Services**") and PerfectMIND may, in its discretion, agree to provide the Professional Services. Upon agreement on the particulars of the Professional Services, including the fees payable by Customer to PerfectMIND for the Professional Services, such particulars shall be included in a statement of work (a "**Statement of Work**"), which shall be signed by PerfectMIND and Customer, and which shall form a schedule to and be incorporated into and form part of this Agreement. To the extent that there is any inconsistency between any provision in any Statement of Work and the rest of this Agreement, the terms of such Statement of Work will prevail. Each Statement of Work may contain, unless the parties agree otherwise, a description of the work to be conducted, the functional requirements and technical specifications applicable to the work, the work schedule and milestones, the deliverables and delivery schedule, acceptance criteria, and such other information and additional terms and conditions as the parties may mutually agree upon. As of the date of this Agreement, PerfectMIND and Customer have agreed upon the Professional Services described in the Statement of Work attached to this Agreement as Exhibit B.

3.2 Change Orders. Customer may, from time to time, request changes to the scope of the Professional Services described in a Statement of Work. In response to any such request from Customer, PerfectMIND shall determine the feasibility of providing such changes and shall estimate the increase in the total fees payable for providing such changes to the Professional Services. Following receipt of PerfectMIND's response to Customer's request, the parties shall negotiate an amended Statement of Work which sets out the changes to the Professional Services and the additional fees payable in respect thereof.

3.3 Customer's Responsibilities. The work functions and tasks relating to the Professional Services for which Customer or a third party shall be responsible shall be described

in the Statement of Work. Customer agrees to perform and cause the third party to perform such work functions and tasks in a timely fashion. Customer agrees to provide or make available and cause any third party identified in the Statement of Work as being responsible for any function or task in any way related to the Professional Services to provide or make available all information reasonably requested by PerfectMIND to perform the Professional Services. PerfectMIND will not be liable for loss or damage arising from reliance on any such information.

3.4 Project Teams. Each party will be solely responsible for staffing its project team for the performance of the Professional Services by PerfectMIND and relating work functions and tasks by Customer as described in a Statement of Work. Each member of a project team will possess skills and knowledge appropriate to the work functions to be performed by that team member. Either party may, by way of replacement or addition, make changes to the personnel assigned to its project team, provided that each replacement team member shall possess skills and knowledge at least equivalent to the project-related skills and knowledge of the team member being replaced. Each party shall appoint a project manager in respect of its project team. The project managers shall be available for weekly meetings to review the progress of the Professional Services.

3.5 Use of Customer's Facilities. For Professional Services to be performed at the Customer premises, Customer will provide all work space, facilities and support that are reasonably requested by PerfectMIND to perform such Professional Services, including without limitation, secretarial support, telephone, and computer facilities.

3.6 No Liability for Others' Failure to Perform. Customer agrees and acknowledges that PerfectMIND's performance of the Professional Services will be conditional upon, and subject to, Customer's performance of its obligations hereunder and the performance by any third party identified in the Statement of Work of its functions and task to the extent that such functions and task relate to the Professional Services, and that PerfectMIND will not be liable or responsible, in any manner or to any extent, for any failure of PerfectMIND to perform all, or any part of, the Professional Services to the extent that any such failure is caused by a failure of Customer to perform its obligations or the third party to perform its functions and tasks.

3.7 Third Party Hardware/Software. Customer will be solely responsible for the evaluation, selection, installation, implementation, compatibility, use and performance of and results obtained from any hardware, systems software, utility software, security software, telecommunication equipment or software, and applications software used in connection with the Professional Services, unless (and only to the extent) otherwise expressly agreed in this Agreement. Except as expressly provided in this Agreement, Customer and/or the third party vendors of the software packages selected for use by Customer will be responsible for the installation, acceptance and performance of the selected software packages.

3.8 Third Party Products. Where the Professional Services to be provided by PerfectMIND involve the acquisition by Customer of products of third parties, PerfectMIND will not be responsible for delays in the delivery of such products by third parties or for such product's faulty quality, defective performance, or failure to perform in accordance with published specifications or accepted standards. PerfectMIND will transfer to Customer any transferable warranties provided to PerfectMIND by third parties. PerfectMIND makes no independent

representations or warranties with respect to products provided by third parties. Any third party warranties are the exclusive remedies of Customer with respect to such products.

3.9 Use of Subcontractors. Customer acknowledges that PerfectMIND may engage agents and subcontractors to perform any of the Professional Services described in a Statement of Work. PerfectMIND shall be responsible for the fulfilment of its obligations hereunder, notwithstanding the performance of any of its obligations by its agents and subcontractors.

3.10 No Recruitment. Customer agrees that during the term of this Agreement, and for a period of one (1) year thereafter, it will not, without the prior written consent of PerfectMIND, hire, retain or engage, or make an offer in respect of same to, any employee, independent contractor or consultant of PerfectMIND.

PART 4—FEES AND PAYMENTS

4.1 Platform Use Fees. Customer will pay all fees and charges in connection with the use of the Platform in accordance with Exhibit A, which forms an integral part hereof and is incorporated herein by reference.

4.2 Platform Use Billing. The fees payable by Customer for use of the Platform in each twelve (12) month period is payable in advance at the beginning of such period. PerfectMIND will invoice Customer for such fees at the beginning of each 12 month period, and Customer will pay each invoice within thirty (30) days after the date of the invoice; provided that the entire fee for the first twelve-month period in the Term is payable and due upon the signing of this Agreement. All amounts due by Customer hereunder will be paid, unless otherwise expressly set out herein, without any deduction, adjustment or set-off whatsoever.

4.3 Taxes. Fees for use of the Platform do not include any taxes, and Customer agrees to pay all applicable sales, use, value-added and other taxes or similar nature based on or due as a result of any amounts paid to PerfectMIND under this Agreement.

4.4 Late Payments. If PerfectMIND does not receive payment in full of an invoice within 30 days after the date of such invoice and Customer fails to make full payment within ten (10) days after written notice of the non-payment is given by PerfectMIND, Customer will be deemed to be in default. Customer will pay any and all collection costs incurred by PerfectMIND in collection of outstanding debts. In addition to any other rights granted to PerfectMIND herein and available to PerfectMIND at law or in equity, PerfectMIND reserves the right to suspend the Accounts and Customer's right to use and access to the Platform if Customer is in default with respect to its payment obligations. PerfectMIND reserves the right to impose a reconnection fee upon reactivation if any such suspension takes place.

4.5 Professional Services Fees. If the Professional Services are to be provided on a fixed price basis, the Statement of Work will set out the total contract price, a payment schedule, including the fees payable in respect of each deliverable and/or milestone, as applicable. If the Professional Services are to be provided by PerfectMIND on a time and materials basis, the rate(s) in Exhibit C attached hereto will apply. PerfectMIND may, from time to time and upon sixty (60) days' notice to Customer, amend the rate(s) for Professional Services. Per diem rates shall be

based on a 7.5 hour day. Once a Statement of Work is signed by the parties, the rates structure in effect at the time of the signing of the Statement of Work shall apply for the duration of the project described in the Statement of Work. PerfectMIND's fees for Professional Services (whether fixed or based on time and materials) do not include any travel, living or any other out-of-pocket expenses incurred by PerfectMIND or its subcontractors in providing Professional Services. Customer will pay PerfectMIND a flat rate of \$550 per day per PerfectMIND employee or subcontractor who provides on-site Professional Services to Customer to cover accommodation, meal, local transportation and other out-of-pocket expenses, except travel (airfare) expenses. Customer will reimburse PerfectMIND for all reasonable travel (airfare) expenses incurred by PerfectMIND's to send its employees and subcontractors to Customer's site. All such travel (airfare) expenses for which PerfectMIND seeks reimbursement will be supported by documentation in a form reasonably acceptable to Customer.

4.6 Professional Fee Billing. PerfectMIND will invoice Customer for the Professional Services according to the payment terms specified in the Statement of Work, or if no payment term is specified in the Statement of Work, on a monthly basis, and Customer will pay each invoice within fifteen (15) days after receipt of invoice, unless the parties agree otherwise in writing. Customer agrees to pay interest at the rate set out in the Statement of Work, or if none specified at 1.5% per month, on any unpaid amounts from the date due to the date upon which the balance is discharged, such interest to accrue from day to day and be compounded on a monthly basis, unless the parties agree otherwise in writing. The fees for the Professional Services to be performed pursuant to the Statement of Work attached hereto as Exhibit B are set out and shall be due and payable to PerfectMIND in accordance with the "Fee payment schedule" section of Exhibit B, upon Customer's receipt of PerfectMIND's invoices.

4.7 Taxes and Duties Relating to Professional Fees. All amounts payable in respect of the Professional Services rendered by PerfectMIND to Customer under this Agreement will be exclusive of all shipping charges, insurance charges, customs duties, sales taxes, value-added taxes, and any other like charges or taxes. Customer will be responsible for paying all such charges and taxes in connection with the provision of the Professional Services under this Agreement.

4.8 Currency. All prices in this Agreement are in United States (US) dollars.

PART 5—USE OF THE PLATFORM

5.1 PerfectMIND Responsibilities. PerfectMIND will provide the Platform in accordance with the service levels set out in Exhibit D. PerfectMIND will provide to Customer, at no additional charge, the support for the Platform described in Exhibit D. PerfectMIND will comply with all Applicable Laws in the performance of this Agreement.

5.2 Training. PerfectMIND will provide training to Customer's staff during the implementation period as provided in Exhibit B. This training may be in the form of in-person/on-site training or remote/online training. Customer's staff will also have access to all on-line training materials made available by PerfectMIND to its customers including live and pre-recorded webinars. Customer may purchase additional training at PerfectMIND's posted standard hourly rate for professional services. For additional training purchased by Customer, Customer will

reimburse PerfectMIND for all reasonable travel and other out-of-pocket expenses incurred by PerfectMIND's employees and subcontractors in providing on-site training. All such expenses for which PerfectMIND seeks reimbursement will be supported by documentation in a form reasonably acceptable to Customer.

5.3 Customer Responsibilities. Customer will (a) be responsible for Account-holders' compliance with all of the terms and conditions of this Agreement; (b) be solely responsible for the accuracy, quality, integrity and legality of Customer Data, including Customer Content, and of the means by which Customer Data is acquired and used, including compliance with all personal information privacy laws and regulations and ensuring that no third party Intellectual Property Rights are infringed; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify PerfectMIND promptly of any such unauthorized access or use; and (d) use the Platform only for Permitted Purposes and in accordance with the documentation therefor and all Applicable Laws.

5.4 Prohibited Conduct. Customer will not

- (a) make the Platform available to anyone, or permit anyone to access the Platform, other than Account-holders;
- (b) license, sublicense, sell, resell, publish, republish, transfer, assign, distribute, rent, lease or time-share the rights granted to Customer under this Agreement, or copy or otherwise commercially exploit the Platform or its components in any way except in accordance with the rights granted hereunder;
- (c) use the Platform in any manner or for any purpose (i) that violates this Agreement, (ii) that contravenes, facilitates the violation of, or violates any Applicable Laws; (iii) that extracts, gathers, collects, or stores personal information about individuals except in compliance with all applicable personal information privacy laws or that involves data mining, robots or similar data gathering or extraction methods on individual's personal information without their express consent, or (iv) that interferes with or disrupts the integrity or performance of the Platform, PerfectMIND's systems or networks or third-party data of Content contained therein;
- (d) attempt to gain unauthorized access to the Platform or its related systems or networks;
- (e) post, upload, reproduce, distribute or otherwise transmit on the Platform (i) pyramid schemes, (ii) any material that contains a virus, cancelbot, Trojan horse, worm or other harmful, disruptive or surreptitious component, (iii) defamatory, infringing, indecent or unlawful software, materials or information, or (iv) inappropriate, profane, or obscene software, materials or information without suitable or lawfully-required access controls;
- (f) alter, modify, reverse engineer, decompile, or disassemble, translate, extract data structures from or otherwise attempt to extract the source code from the Platform or any part thereof;

- (g) create derivative works based on the Platform or works containing a substantial part of the Platform;
- (h) copy, frame or mirror any part or content of the Platform;
- (i) disable or circumvent any access control or related process or procedure established with respect to the Platform;
- (j) remove any copyright or other proprietary or Intellectual Property Rights notices or labels on or in the Platform or any part, copy or report generated therefrom or thereof;
- (k) use the Platform to scan or probe another computer system, obstruct or bypass computer identification procedures or engage in unauthorized computer or network trespass without the express permission of the owners of such computer systems;
- (l) access the Platform in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Platform;
- (m) forge headers or otherwise manipulate any protocols or identifiers used in any system or protocol in such a manner to disguise the origin of any Content transmitted using the Platform;
- (n) impersonate or falsely represent an association with any person, including a PerfectMIND representative, without the prior express, written permission of such person; or
- (o) permit any of the foregoing to be done by any person, including Customer's employees, contractors, agents, or representatives, including Account-holders.

5.5 Commercial Electronic Messages. All email messages that Customer sends using the Platform will comply with all applicable anti-spam laws and regulations, including those relating to commercial electronic messages. When using the Platform, Customer will represent itself and/or its organization accurately and will not impersonate any other person, whether actual or fictitious. Customer specifically agrees that (to the extent that the Platform permits it, and it is within Customer's control to do so) for all messages that Customer sends using the Platform (i) the "from" line of the message will accurately and in a non-deceptive manner identify Customer's organization; (ii) the "subject" line of the message will not contain any deceptive or misleading content regarding the overall subject matter of the message, and (iii) the message will include the contact information of the Account-holder who sends the message or another individual within Customer's organization who may be readily contacted by the recipient, and such contact information will remain valid for at least 60 days after the message is sent. Customer will ensure that every message sent using the Platform will contain an "unsubscribe" link that allows recipient to remove himself/herself/itself from Customer contact list and specify an electronic address on the World Wide Web that can be accessed by the recipient of the message for the purpose of unsubscribing. Customer will promptly, and in any event no later than 10 days after the receipt of the request, give effect to any unsubscription requests it receives. Customer may not charge a fee, require the recipient to provide any personally identifying information beyond an email address, or make the recipient take any step other than sending a reply email or visiting a single page on an

Internet website as a condition for giving effect to an unsubscribe request. Customer acknowledges that Customer will be responsible for maintaining and giving effect to the list of unsubscribe requests following termination of this Agreement.

5.6 Account Use. PerfectMIND will issue Accounts, or permit Customer to issue Accounts, to individuals selected by Customer as Account-holders. Only Account-holders may access or use the Platform and each Account-holder's access to the Platform requires valid login credentials, including at least user identification and secure passwords (each an "**Account**"). The rights of an Account-holder may not be used by more than one individual, unless the Account of the Account-holder is reassigned in its entirety to another Account-holder, in which case the prior holder of the Account shall no longer have any right to access or use the Platform. Customer acknowledges and agrees that Customer:

- (a) is fully responsible for Accounts assigned by or at the request of Customer and the acts and omissions of each Account-holder, including the creation of Account credentials by any person, the maintenance, confidentiality and security of all passwords related to Accounts, and any and all activities that occur under Accounts (including persons who gain access to such Accounts, whether with or without permission);
- (b) will notify PerfectMIND as soon as practicable after obtaining or receiving any knowledge of (i) any unauthorized use of an Account or any password related to an Account, or (ii) any other breach of security with respect to an Account, provided that such notification will not negate Customer's liability for any unauthorized use of an Account or password until such time as PerfectMIND can be reasonably expected to take corrective measures; and
- (c) will provide true, current, accurate and complete information as prompted by the Account-creation process or as otherwise requested by PerfectMIND from time to time and to promptly update such information when any changes occur so as to keep such information held by PerfectMIND true, current, complete and accurate.

5.7 Usage Limitations. The following provisions apply with respect to the Platform:

- (a) **General Practices and Limits.** Customer acknowledges and agrees that PerfectMIND may establish from time to time general practices and limits concerning the use of the Platform, including: the maximum size of any Customer Data, including Customer Content, that may be stored on PerfectMIND servers (the "**Storage Limit**"); the maximum amount, speed and type of Customer Data, including Customer Content, that may be sent from or received using the Platform (the "**Usage Limit**"). Such general practices and limits may be posted on PerfectMIND's website or otherwise made available through the Platform. Customer agrees that Customer's usage may not exceed such limits, and that it is Customer's responsibility to monitor Account usage of the Platform. PerfectMIND covenants that the Storage Limit and the Usage Limit set for Customer will not be less than the following:

Minimum Storage Limit

- Storage: 80GB (\$160 per month for every additional 80GB blocks of storage)

Usage Limit

- Accountholders: UNLIMITED
- Email: 25,000 emails per month (\$200 per month for additional 50,000 emails)

(b) **Internet-based Software.** The Platform depends on the Internet, including networks, cabling, equipment and facilities that are not in PerfectMIND’s control; accordingly (i) any representation made by PerfectMIND regarding access performance, speeds, reliability, availability, use or consistency of the Platform, to the extent that they are dependent on the underlying Internet services, are on a “commercially reasonable efforts” basis, (ii) PerfectMIND cannot guarantee any minimum level regarding actual user performance, speed, reliability, availability, use or consistency based on factors depending on the Internet, and (iii) content, data, messages, information or materials sent over the Internet may not be completely private, and anonymity is not guaranteed.

PART 6—CONTENT, INTELLECTUAL PROPERTY AND PRIVACY

6.1 Reservation of Rights. All right, title and interest, including all Intellectual Property Rights, in and to the Platform and PerfectMIND Technology is and will at all times be fully vested in PerfectMIND or its licensors, as the case may be.

6.2 Third-Party Content—Content accessed or available through the Platform may be owned by third-parties other than PerfectMIND or Customer (collectively, “**Third Party Content**”) and may be protected by applicable Intellectual Property Rights. During use of the Platform, Customer may enter into correspondence with, purchase goods, hardware or services from, or participate in promotions of advertisers or sponsors showing their goods or services through the Platform. Any such activities, and any terms, conditions, warranties or representations associated with such activities are solely between the applicable third party and Customer. PerfectMIND and its licensors shall have no liability, obligation or responsibility to Customer for any such correspondence, purchases or promotions. Customer acknowledges and agrees that Customer shall be solely responsible for obtaining necessary licenses, consent and permits from third-party providers with respect to any Third Party Content or ancillary software, hardware, or services that Customer may use in connection with its use of the Platform.

6.3 Feedback. From time to time during the term of this Agreement, Customer and Account-holders may provide PerfectMIND with comments, suggestions, ideas and impressions of the Platform (“**Feedback**”). Customer acknowledges and agrees that, by disclosing such Feedback to PerfectMIND, the provider thereof will be deemed to have granted to PerfectMIND a royalty-free, worldwide, transferable, sub-licensable, non-exclusive, irrevocable and perpetual license to use, modify, adapt, improve or incorporate such Feedback into the Platform. Customer acknowledges and agrees that the right to use the Platform is good and sufficient consideration for

any contributions, through the Feedback or otherwise, to the design, improvement, or functionality of the Platform and the transfer to PerfectMIND thereof.

6.4 Customer Data. PerfectMIND does not claim ownership of, and assumes no liability or responsibility with respect to, any Customer Data, including Customer Content. As between PerfectMIND and Customer, all right, title and interest (including Intellectual Property Rights) in and to Customer Data will at all times be fully vested in Customer, except that, by posting, uploading, inputting, providing, submitting, entering or otherwise transmitting Customer Data to PerfectMIND or any third party using the Platform, Customer agrees as follows:

- (a) Customer will have thereby granted PerfectMIND a royalty-free, non-exclusive, worldwide, fully paid-up limited license to use, copy, distribute, transmit, display, edit, delete, publish and translate such Customer Data to the extent reasonably required by PerfectMIND in connection with the functionality of the Platform and the performance of this Agreement as well as to ensure adherence to or enforce the terms of this Agreement;
- (b) Customer, and not PerfectMIND, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and Intellectual Property Rights of all Customer Data, and PerfectMIND will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data; and
- (c) Customer will have thereby confirmed, represented and warranted to PerfectMIND that Customer has all rights, titles and interests (including all Intellectual Property Rights as well as the power and authority necessary), to grant the license to such Customer Data set above in subsection 6.4(a).

6.5 Privacy. PerfectMIND acknowledges and agree that Customer Data may contain sensitive information, and, in connection therewith, (a) PerfectMIND will comply with all Applicable Laws relating to personal information privacy, including British Columbia *Personal Information Protection Act* and will adhere to the PerfectMIND Privacy Policy, which forms an integral part hereof and is incorporated herein by reference; (b) PerfectMIND will use industry-standard management practices, technologies and security to protect the integrity, safety and security of Customer Data in both physical and electronic form; (c) Customer acknowledges and agrees that its use of the Platform will utilize, in whole or in part, the public Internet and third party networks to transmit communications, which transmissions may be intercepted by other parties or stored, cached, routed, transmitted or received in jurisdictions outside of the jurisdiction of Customer, (d) PerfectMIND will not use Customer Data for any purpose other than to provide the functionality of the Platform to Customer and its users, to ensure adherence to or enforce the terms of this Agreement, or (only in aggregate form) for site metrics; (e) PerfectMIND reserves the right to modify the PerfectMIND Privacy Policy and its security policies in its reasonable discretion from time to time, subject to any Applicable Laws.

6.6 Use of the Other Party's Name. Each party may use the other party's name in its news releases, marketing and promotional materials and the like provided that such will comply with any standards set by the other party from time to time. Each party will cease to use the other party's name upon any expiration or termination of this Agreement.

PART 7—TERM AND TERMINATION

7.1 Term. This Agreement commences on the date first set out above and will continue in effect for five (5) years thereafter, unless earlier terminated or renewed in accordance with the provisions of this Agreement (the “**Term**”). At the expiration of the initial five year period, the Term will be automatically renewed for successive one year periods unless a party provides written notice to the other party of the first party’s intention not to renew, at least thirty days before the expiry of the then-current Term.

7.2 Renewal Terms. The fees payable by Customer during any such renewal term will be the same as the fee for the last year during the prior term unless PerfectMIND has given Customer written notice of a pricing change at least 90 days’ before the end of such prior term, in which case the pricing change will be effective upon renewal and thereafter.

7.3 Termination. Either party may terminate this Agreement for cause, immediately upon written notice to the other party, if:

- (a) the other party is in default of any of its material obligations under this Agreement and such default is not remedied within thirty (30) days of the date of receipt of written notice thereof, provided that cure period with respect to default in payment obligations is ten (10) days; or
- (b) the other party ceases to conduct business in the normal course; the other party becomes insolvent or bankrupt; the other party makes any assignment for the benefit of creditors; proceedings are instituted by or against the other party seeking relief, reorganisation or rearrangement under any laws relating to insolvency; a receiver, liquidator or trustee is appointed in respect of any property or assets of the other party; or an order is made for the liquidation, dissolution or winding up of the other party.

7.4 Payment on Termination. If this Agreement is terminated by Customer due to PerfectMIND’s default, then PerfectMIND will refund to Customer an amount equal to the fees actually paid by Customer for the year during which the termination occurs prorated based on the post-termination portion of the year. Otherwise, any termination of the Agreement will not relieve Customer of its obligation to pay the fees payable to PerfectMIND for the Term of the Agreement for the use of the Platform nor does it entitle Customer to any refund. Upon the termination of this Agreement, without prejudice to any other rights PerfectMIND may have, Customer will (a) remit all fees payable for the Professional Services and Work Products accepted by Customer prior to the date of such termination or suspension; (b) remit all fees payable for work-in-progress, on a time and materials basis, at the rate structure applicable to the Statement of Work Order; and (c) remit all such other costs of PerfectMIND, demonstrated to the reasonable satisfaction of Customer, directly related to the permanent or temporary winding down of the Professional Services, work and deliveries which are being terminated or suspended.

7.5 Return of Customer Data. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement (except in the case of PerfectMIND terminating this Agreement for cause under §7.3), PerfectMIND will make available to Customer for download a file of the relevant Customer Data in a commercially-reasonable

standard (such as comma separated value (.csv) or extendible markup language (.xml)) format along with attachments in their native format as stored by PerfectMIND. After such 30-day period, PerfectMIND will have no obligation to maintain or provide any such Customer Data and will thereafter, unless legally prohibited, delete all such Customer Data in PerfectMIND systems or otherwise in PerfectMIND's possession or under PerfectMIND's control. Within 15 days of any termination for cause of this Agreement by PerfectMIND pursuant to Section 7.3, Customer may request return of Customer Data, in which case Customer will pay to PerfectMIND any fees outstanding prior to the termination of this Agreement plus any fee that PerfectMIND requests, based on the time required to accommodate Customer's request regarding return of Customer Data, and upon receipt of such payments, PerfectMIND will make available Customer Data to Customer for download as set out above. If Customer does not make a request within the 15 day time limit or fails to make payments within five (5) days after receiving PerfectMIND's fee request, Customer's right to access or use Customer Data will immediately cease, and PerfectMIND will have no obligation to maintain or provide any Customer Data and will thereafter, unless legally prohibited, delete all such Customer Data in PerfectMIND systems or otherwise in PerfectMIND's possession or under PerfectMIND's control.

7.6 Survival. Without limiting the applicability of other terms and conditions of this Agreement, the terms of this Agreement that, by their nature, are intended to survive any purported or actual termination or expiry of this Agreement will so survive, including Part 1, Part 3, Part 6, Part 7, Part 8, Part 9 (except for §9.1) and Part 10.

PART 8—CONFIDENTIALITY

8.1 Confidential Information. Neither party will, without the prior written approval of the other party, disclose or use for any purpose other than exercise of its rights or performance of its obligations under this Agreement any information, documents, know-how, trade secrets of the other party, including the terms of this Agreement and such other information that is not in the public domain including, in respect of the Customer Data and, in respect of the Platform (collectively, "**Confidential Information**") that may come to its knowledge or possession by reason of exchange of information under this Agreement or entering into this Agreement.

8.2 Obligation to Protect. Each party will protect the other's Confidential Information using the same standard of care that it would use to protect its own, similar information, but in any case no less than a reasonable standard of care for information of similar sensitivity.

8.3 Title. All right, title and interest (including all Intellectual Property Rights) in and to each party's Confidential Information will be and remain vested in such party.

8.4 Permitted Disclosures. Each party will not disclose Confidential Information of the other party to any person except to the first party's employees, agents and sub-contractors on a strictly "need-to-know" basis, and provided that such persons have are subject to confidentiality obligations equivalent to the obligations imposed hereunder. Notwithstanding such disclosures, each party will be fully responsible for any breaches of confidentiality caused by such persons to whom the Confidential Information is disclosed as if such breach were committed by such party.

8.5 Exceptions. Neither party will have an obligation with respect to Confidential Information where such party can establish, through documentary evidence, that such information (a) was previously known to it free of any obligation to keep it confidential, (b) is or becomes publicly available other than by unauthorized disclosure, (c) is legally disclosed by third parties without restrictions of confidentiality, or (d) has been independently developed by it without reference to the other party's Confidential Information.

8.6 Governmental Disclosures. Notwithstanding anything else in this Agreement, if a party is required to disclose any Confidential Information to a government body or court of law or as otherwise required by law, it may do so provided that it gives the other party sufficient advance notice as reasonable in the circumstances subject to applicable law to enable the owner of such Confidential Information the opportunity to contest the disclosure or obtain a protective order and assists the owner of such Confidential Information in contesting or protecting same.

PART 9—WARRANTIES, DISCLAIMERS, INDEMNITIES AND LIABILITY

9.1 PerfectMIND Warranties. PerfectMIND represents and warrants to Customer that (a) the Platform will perform materially in accordance with the documentation therefor under normal use and circumstances; (b) the Professional Services will be performed in a diligent and workmanlike manner consistent with standards generally observed in the industry for similar services, and the Work Product will materially conform to the Statement of Work upon acceptance, and PerfectMIND will use all commercially reasonable efforts to remedy any material non-conformance of the Work Product to the Statement of Work in an expeditious manner; and (c) the functionality of the Platform will not be materially decreased during the Term, subject to the other provisions of this Agreement. For clarity, PerfectMIND will not be responsible for and the warranties provided by PerfectMIND in this §9.1 do not apply to situations where improper or inadequate installation or maintenance of software or hardware that Customer uses to access or utilize, or otherwise in connection with, the Platform or Customer Data, or failure to properly configure the Platform for use in connection with such hardware or software is the cause of a failure or malfunction.

9.2 Mutual Warranty. Each party represents and warrants that it has the legal power and authority to enter into this Agreement and to fully abide by the terms and conditions hereof.

9.3 NO OTHER WARRANTIES. THE PLATFORM AND THE WORK PRODUCT ARE PROVIDED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS AND PERFECTMIND DOES NOT GUARANTEE THAT THE PLATFORM WILL FUNCTION ERROR-FREE OR UNINTERRUPTED. CUSTOMER ACKNOWLEDGES THAT PERFECTMIND DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE PROVIDED UNDER THIS AGREEMENT MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. PERFECTMIND IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. THERE ARE NO REPRESENTATIONS, CONDITIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY PROVIDED IN THIS AGREEMENT. THE CONDITIONS, REPRESENTATIONS AND WARRANTIES

EXPRESSLY SET OUT HEREIN ARE IN LIEU OF, AND PERFECTMIND EXPRESSLY DISCLAIMS, ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED CONDITIONS, WARRANTIES OR REPRESENTATIONS IN RESPECT OF QUALITY, CONDUCT, PERFORMANCE, RELIABILITY, AVAILABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY USAGE OF TRADE, BY COURSE OF DEALING, BY COURSE OF PERFORMANCE, AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE HOWSOEVER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.4 Indemnification by PerfectMIND. PerfectMIND will indemnify and hold harmless Customer, and its officers, employees and agents (collectively, in this §9.4, the “**Indemnified Persons**”), from and against any and all Claims brought or made against, or incurred by, the Indemnified Persons, or any one of them, arising out of a claim by a third party that the Platform or the Work Product infringes the Intellectual Property Rights of a third party enforceable in Canada or the United States.

9.5 Exception to PerfectMIND Indemnity. Notwithstanding §9.4, PerfectMIND will not be required to defend or indemnify any Indemnified Person if, and to the extent that, the Claim would not have arisen but for (a) any Indemnified Person’s combination of the Platform or Work products with software, services or products not supplied by PerfectMIND, (b) any breach by an Indemnified Person of any provision of this Agreement, or (c) any refusal by the Indemnified Person to use a non-infringing version of the Platform or the Work Product offered by PerfectMIND under §9.7.

9.6 Indemnification by Customer. Customer will indemnify and hold harmless PerfectMIND and its officers, employees and agents (collectively, in this §9.6, the “**Indemnified Persons**”), from and against any and all Claims brought or made against, or incurred by, the Indemnified Persons, or any one of them, arising out of a claim by a third party that Customer Data, or Customer use of Customer Data (a) infringes the Intellectual Property Rights of a third party, or (b) is inappropriate, profane, defamatory, infringing, obscene or indecent or otherwise breaches any Applicable Law.

9.7 Additional Infringement Obligations. If PerfectMIND receives any knowledge of any Claim in respect of §9.4 or any circumstances in which a Claim in respect of such provision is threatened or reasonably anticipated, it will, as soon as reasonably practicable, (a) procure, at its expense, the right for Customer to use the Platform or the Work Product, as the case may be, or such infringing part thereof; (b) replace, at its expense, the Platform or the Work Product, as the case may be, or such infringing part thereof, with material of comparable functionality that does not breach this Agreement; (c) if the removal of such infringing part of the Platform or the Work Product, as the case may be, would not be a breach of this Agreement, remove such infringing part of the Platform; or (d) terminate this Agreement and refund to Customer a *pro rata* portion of the Platform use fees prepaid by Customer for the period during which the Agreement is terminated.

9.8 Conduct of Indemnities. Each party acknowledges that the indemnifying party will be given complete authority for the defence or settlement of Claims indemnified hereunder, on the understanding that, in all events, the indemnified party will have the right (at its own

expense) to participate in such defence or compromise through counsel of its choosing. An indemnifying party's obligations to provide an indemnity hereunder will be conditional upon (a) the indemnified party notifying the indemnifying party as soon as reasonably practicable after receiving notice of a Claim, (b) the indemnified party providing such information and assistance as reasonably requested by the indemnifying party, and (c) the indemnified party not compromising or settling the Claim without the indemnifying party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

9.9 EXCLUSION AND LIMIT OF LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER AND HOWEVER CAUSED, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, INCLUDING (WITHOUT LIMITATION) LOSS OF PRODUCTION, LOSS OF OR CORRUPTION TO DATA, LOSS OF PROFITS OR OF CONTRACTS, LOSS OF BUSINESS, LOSS OF MANAGEMENT OR OPERATION TIME AND LOSS OF GOODWILL OR ANTICIPATED SAVINGS, EVEN IF THE PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF OR COULD HAVE FORESEEN SUCH CLAIMS. THE ENTIRE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DIRECT DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION OR THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF A FUNDAMENTAL TERM, FUNDAMENTAL BREACH OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE FEES ACTUALLY PAID TO PERFECTMIND BY CUSTOMER DURING THE THREE (3) MONTHS PRECEDING THE CIRCUMSTANCES IN WHICH SUCH LIABILITY ARISES (EXCEPT THAT NOTHING IN THIS PROVISION WILL LIMIT CUSTOMER'S OBLIGATION TO PAY THE FEES PROVIDED IN PART 4 TO PERFECTMIND).

9.10 Exclusive Remedy. This Part 9 states PerfectMIND's sole liability to Customer, and Customer's exclusive remedy against PerfectMIND for any type of Claim described in Part 9.

PART 10—GENERAL

10.1 Internal Escalation of Disputes. Any controversy, claim or dispute (“Dispute”) arising out of or related to this Agreement, including, without limitation, Disputes covering the performance of the parties' obligations or the interpretation of the terms and conditions of this Agreement or applicable fees or payments, shall be dealt with as follows: Each Dispute initially shall be brought for resolution before a committee consisting of two (2) representatives of each of the parties- the project manager and the Account Manager from PerfectMIND and the project manager and a person with a position equivalent to Account manager from Customer. If the committee is unable to resolve a Dispute within ten (10) working days, then the Dispute shall be escalated to a separate committee consisting of one (1) officer of each party – the Director of Customer Service from PerfectMIND and an officer of equivalent position from Customer. If this second committee is unable to resolve the Dispute within ten (10) working days, then the Dispute shall be escalated to another separate committee consisting of two (2) executive officers of each party – the CEO and the COO of PerfectMIND and two executive officers with equivalent

positions with Customer. Members of each committee shall act reasonably and good faith and attempt to resolve the dispute amicably.

10.2 Arbitration. If the committee of executive officers is unable to resolve the Dispute within fifteen (15) working days then either party may refer the Dispute to formal arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Either party may refer a Dispute to arbitration by serving written notice of its intention to arbitrate. Arbitration of the Dispute shall be conducted by a single arbitrator to be mutually agreed to by the parties within five (5) working days following the referral of the Dispute to arbitration. The arbitrator shall have substantial experience in arbitrating business disputes involving information technology matters, including contractual disputes. If the parties are unable to mutually agree upon an arbitrator, either party may apply to a court of competent jurisdiction for the appointment of such arbitrator. Each of the parties agrees to co-operate promptly and fully with the other party with respect to all aspects of arbitration including, without limitation, appointment of the arbitrator and compliance with any requests or orders of the arbitrator. All arbitration shall take place in Vancouver, British Columbia, Canada. All arbitration shall be conducted in the English language. Each party shall pay an equal share of the costs of any arbitration. Any award of the arbitrator shall be final and binding on the parties. .

10.3 Marketing. PerfectMIND may use Customer’s name, with an accurate reference to Customer’s use of the Platform, in PerfectMIND’s marketing materials or on PerfectMIND’s website, with a link to Customer’s website.

10.4 Notice. Any notice required or permitted to be given hereunder will be in writing and may be given by personal services, including by courier, or by facsimile if confirmed on the same day, or in writing by registered airmail, with postage prepaid to the following:

If to PerfectMIND:
PerfectMIND Inc.
2nd Floor, 4333 Still Creek Drive
Burnaby, BC, V5C 6S6
Fax:

Attention: Farid Dordar-CEO or Ali Sanei-COO

If to Customer:
County of Ottawa
12220 Fillmore Street
West Olive, Michigan,
49460
Fax: _____

Attention: Amy Bodbyl-Mast

Any notice given by personal delivery (including courier) will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by facsimile, on the day of transmittal thereof if given during the normal business hours of the recipient on a business day, and on the business day during which such normal business hours next occur if not given during such hours.

10.5 Assignments. This Agreement may not be assigned by either party without the prior written approval of the other party, such approval not to be unreasonably withheld or delayed, but may be assigned by PerfectMIND to (i) a parent, subsidiary or affiliate; (ii) an acquirer of assets; or (iii) a successor by merger, on written notice to Customer. Any purported assignment in violation of this section shall be void.

10.6 Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, without reference to conflict of laws principles, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Platform shall be subject to the jurisdiction of the courts of British Columbia, Canada, to which the parties hereby irrevocably attorn.

10.7 Force Majeure. Neither party shall be liable for damages for any delay or failure of delivery arising out of an event of Force Majeure.

10.8 Waivers. No right under this Agreement will be deemed to be waived except by notice in writing signed by the party waiving its right, and any such waiver will not prejudice its rights in respect of any subsequent breach of this Agreement by the other party. Any failure by a party to enforce any clause of this Agreement or right contained in it, or any forbearance, delay or indulgence granted by a party to the other party, will not be construed as a waiver of the first-mentioned party's rights under this Agreement.

10.9 No Presumption. No presumption shall operate in favour of or against any party hereto as a result of any responsibility that any party may have had for drafting this Agreement.

10.10 Enurement. This Agreement will enure to the benefit of and be binding upon the parties and their successors, trustees, permitted assigns and receivers.

10.11 Injunctive Relief. Each party acknowledges and agrees that a breach by it of the provisions of this Agreement relating to Confidential Information, Intellectual Property Rights, or restrictive obligations may result in immediate and irreparable harm to the other party for which compensation would be an inadequate remedy. Accordingly, each party acknowledges and agrees that the other party may seek, as a matter of right and without the necessity of establishing the inadequacy of monetary damages, injunctive or other equitable relief to prevent or remedy such conduct from any court of appropriate jurisdiction.

10.12 Entire Agreement. This Agreement together with any applicable Statement of Work constitutes the entire Agreement between the parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing. In connection therewith, no terms or conditions stated in any Customer purchase order or other order or documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void, notwithstanding any provision therein.

10.13 Amendments. This Agreement may not be amended except by written instrument signed by an authorized representative of both parties.

10.14 Severability. If any term or provision of this Agreement will be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same will not affect the other terms or provisions hereof or the whole of this Agreement, but such terms or provisions will be deemed modified to the extent necessary in the court's opinion to render such terms or provisions enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

10.15 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

10.16 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

10.17 Counterparts. This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original and each copy sent by electronic facsimile transmissions will be deemed to be an original, and such counterparts together will constitute one and the same instrument and notwithstanding the date or dates of execution will be deemed to bear the date as first above written.

IN WITNESS WHEREOF the parties have executed this Agreement with effect as of the date first above written.

PERFECTMIND INC.

COUNTY OF OTTAWA, MI

Per: _____
(Signature of PerfectMIND Authorized Signatory)

Per: _____
(Signature of Customer Authorized Signatory)

Name: _____
(Please Print PerfectMIND Signatory's Name)

Name: _____
(Please Print Customer Signatory's Name)

Title: _____
(Please Print PerfectMIND Signatory's Title)

Title: _____
(Please Print Customer Signatory's Title)

EXHIBIT A
Platform Use fees

PLATFORM

The fees for the Platform use will be as follows:

Year One (from March 16th, 2018 to March 15th, 2019): \$6,500

Year Two (from March 16th, 2019 to March 15th, 2020): \$6,500

Year Three (from March 16th, 2020 to March 15th, 2021): \$6,500

Year Four (from March 16th, 2021 to March 15th, 2022): \$6,500

Year Five (from March 16th, 2022 to March 15th, 2023): \$6,500

EXHIBIT B

Statement of Work

Scope/Project Management and Planning

PerfectMIND will be responsible for planning and managing the project, using best practices generally recognized as good project management methodology, and designating a Project Manager for the project, who will be responsible for:

- Adherence to the project scope and schedule
- Management of work activities including system design and installation, system configuration, data conversion, testing and quality assurance, administrator and end-user training, and go-live support
- Coordination of resources, work sessions, and training
- Communications
- Managing project issues and issue tracking
- Status reports
- Available for status calls to provide updates
- Working with the designated Customer project manager
- Deliverable acceptance and sign-off

The frequency and other details of status reports will be agreed upon during the discovery phase. In addition to the Project Manager, PerfectMIND will assign appropriate staff to complete the deliverables described in this Statement of Work, including at minimum: system installation, software configuration, data conversion, testing, administration and end-user training and go-live support.

Timeline

Customer is planning to implement the solution with the following estimated timeline. PerfectMIND is expected to recommend an overall implementation plan and timeline based on their experience with implementations of similar scope and complexity.

March 16 th , 2018	Contract Signature
TBD	Project kick off
TBD_	Project Initiation
TBD	Software Configuration and Reports
TBD	User Acceptance Testing
TBD	Data Conversion
TBD	Training and Documentation
TBD_	Go-live

Technical Requirements

PerfectMIND will provide a SaaS solution. The only requirement for operating and using the proposed solution will be broadband internet connection and access to the internet via a web browser with all standard browsers being supported (recommended browsers will be communicated to Customer during the implementation phase).

Customer Testing

PerfectMIND will develop a test plan for Customer that covers system and functional, testing. After all of the components of the system have been completed, Customer will conduct system and functional testing. Customer will report any defects to PerfectMIND immediately for correction. If any defects are found, PerfectMIND will provide a plan to achieve acceptance or to make corrections or replacements.

Training

PerfectMIND will provide full training to system administrators and trainers (number of system administrator and trainers to be determined at the discretion of Customer). PerfectMIND will develop a training plan for Customer to fully prepare the system administrators to support the system. The training plan will include:

- In-depth understanding of the system functionalities, including:
 - Security Settings
 - Workflow Development
 - Report Development
 - Software Configuration
- A review of best practices in the configuration and use of the system.
- Training sessions on different modules of the system, including:
 - Contact/Account Management
 - Store/Point of Sale Training
 - Membership Management
 - Attendance Tracking
 - Billing Management
 - Activity/Program Registration
 - Facility Rental
 - Appointments and Private Lesson scheduling
 - Marketing
 - Staff Management
 - Accounting
 - Document Template creation and configuration
- Troubleshooting

PerfectMIND will provide technical assistance to Customer's IT staff on the operation of the system. PerfectMIND will investigate and troubleshoot any technical issues with the system that Customer's IT staff report to PerfectMIND.

Post-live Support

PerfectMIND will provide full application support during the week of go-live. PerfectMIND's project team will be available to provide go-live and post go-live support. The resource(s) will be accessible by phone and email to the system administrators.

Future Services

The ability to provide the services/products in this section may be required in the future. Customer may request to add similar services or products in the future, including but not limited to:

- New features or;
- Features that were identified as Custom
- Additional Reports

and such similar services and products will be provided by PerfectMIND upon PerfectMIND and Customer negotiating and entering into Statements of Work providing for same.

Deliverables and Service Acceptance

Customer designee will formalize the acceptance of the service via written acceptance of the following acceptance forms:

Acceptance Form A- Project Kickoff (Milestone 1)

Purpose

The purpose of the Project Kickoff Acceptance Form is to confirm that the project kickoff has occurred and the following deliverables are completed.

Deliverables

- Contract signature and execution
- Planning of the project kickoff/discovery session
- Resourcing and scheduling for the discovery phase
- Preliminary review of the requirements by the project team prior to the first meeting
- Creation of live production environment, which includes at a minimum:
 - Setup of Customer’s production environment on the cloud
 - System setups including backups and retentions
 - Database security setup
 - Setup of the monitoring tools and systems on Customer’s database
 - Basic configuration of the database with Parks and Rec Modules

The work was completed on _____ and accepted by Customer.

Accepted by:

(County of Ottawa): _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

Acceptance Form B - Project Initiation (Milestone 2)

Purpose

The purpose of the Project Initiation Acceptance Form is to confirm that the project initiation is complete.

Deliverables

- Discovery phase, which will inform the detailed work breakdown structure and includes:
 - Existing database system discovery
 - Business process review and gap analysis
 - Activity registration overview
 - Facility configuration overview
 - Membership management overview
 - Store and point of sale overview
 - Marketing overview
 - Accounting overview

The Discovery phase may involve multiple meetings and communications to clarify and assist PerfectMIND in understanding the above areas further.

- Project work breakdown structure includes:
 - Tasks and durations
 - Scheduling
 - Resourcing and assignments
 - Dependencies
- Initiation of tasks listed under “Scope/Project Management and Planning” above, which includes:
 - Communications requirement
 - Project reporting requirements including the frequency and details of the status reports
 - Issue list/tracker requirements

The work was completed on _____ and accepted by Customer.

Accepted by:

(County of Ottawa): _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

Acceptance Form C – Software Configuration and Reports (Milestone 3)

Purpose

The purpose of the Software Configuration and Reports Acceptance Form is to confirm that the software and reports configuration is complete.

Deliverables

- Application configuration and setup
- Security and roles configuration
- Setup workflows and business rules
- Set-up client specific database
- Configuration of Email functionality

The work was completed on _____ and accepted by Customer.

Accepted by:

(County of Ottawa): _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

Acceptance Form D – Data Conversion (Milestone 4)

Purpose

The purpose of the Data Conversion Acceptance Form is to confirm that the data converted is complete and Accepted by Customer.

Deliverables

The data conversion is completed and Accepted by Customer.

Acceptance Criteria:

PerfectMIND has provided a detailed Data Conversion Plan that, at a minimum includes:

- Description of PerfectMIND’s data conversion methodology and tools
- Identification of data sources
- Method of supplying data
- Conversion schedule, including on-site and webinar reviews and planned iterations test conversions
- Roles and responsibilities, resources required
- Testing process
- Issue reporting process
- Documentation to be used for field mapping from legacy data sources to the system’s database
- Documentation to be used for data transformations from legacy data code tables to system’s database code tables
- Options for treatment of exceptions
- Final data conversion timetable that includes the minimum number of data conversion iterations

The work was completed on _____ and accepted by Customer.

Accepted by:

(County of Ottawa): _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

Acceptance Form E – Training (Milestone 5)

Purpose

The purpose of the Training Acceptance Form is to confirm that the training is complete.

Deliverables

The training plan is complete and specifies the training schedule and curriculum for the recipients of system administrator training and end-user training.

Customer will confirm the following:

- System administrators have been trained on all aspects of system configuration, individual and role-based security profiles, enterprise silo security settings and configurations, document template creation, and report queries and changes.
- System administrators are able to complete new configuration items with minimal assistance from PerfectMIND.
- End users have been trained on all aspects of the system and can complete tasks within the system.
- Training materials and online learning center access have been delivered.

The work was completed on _____ and accepted by Customer.

Accepted by:

(County of Ottawa): _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

Acceptance Form F – User Acceptance Testing (Milestone 6)

Purpose

The purpose of the User Acceptance Testing Form is to confirm that the system testing is complete and the system is functional.

Deliverables

The test plan including test scripts, schedule, roles and responsibilities, and definitions of passed/failed test is provided to Customer and Customer is coached through the testing phase. Customer will conduct a complete test on the system to ensure the following is tested and passed:

- System functions
- Work flows and business rules
- Reports

The work was completed on _____ and accepted by Customer.

Accepted by:

(County of Ottawa): _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

Acceptance Form G - Go-Live (Milestone 7)

Purpose

The purpose of the Final Acceptance Form is to confirm that the system is operational.

Deliverables

The final data conversion has been completed and the system is pushed to the Production environment.

The work was completed on _____ and accepted by Customer.

Accepted by:

(County of Ottawa): _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

Fee Payment Schedule

Schedule Target Dates	Milestones & Deliverable	Subscription	Implementation	Payment Date
March 16th, 2018	<p>Upon signing of the agreement</p> <ul style="list-style-type: none"> • Contract Signature and Execution • Payments due: 	\$6,500	\$0	Upon signing of the Agreement
TBD	<p>Project Kick off (Milestone 1)</p> <ul style="list-style-type: none"> • Planning of the project kick off/discovery session • Resourcing and Scheduling for the discovery phase • Preliminary review of the requirements by the project team prior to the first meeting • Creation of the live production environment 	\$0	\$9600	Upon completion of Acceptance Form A
TBD	<p>Project Initiation (Milestone 2)</p> <ul style="list-style-type: none"> • Discovery phase • Project work breakdown structure • Initiation of tasks listed under “Scope/Project Management and Planning” 	\$0	\$0	Upon completion of Acceptance Form B
TBD	<p>Software Configuration and Reports (Milestone 3)</p> <ul style="list-style-type: none"> • Application configuration and setup • Security and roles configuration • Setup workflows and business rules • Configuration and creations of the reports 	\$0	\$0	Upon completion of Acceptance Form C

TBD	Data Conversion Acceptance Testing (Milestone 4) <ul style="list-style-type: none"> Data Conversion 	\$0	\$0	Upon completion of Acceptance Form D
TBD	Training (Milestone 5) <ul style="list-style-type: none"> System administrators have been trained on all aspects of system configuration, individual and role-based security profiles, enterprise silo security settings and configurations, document template creation, and report queries and changes. System administrators are able to complete new configuration items with minimal assistance from PerfectMIND. End users have been trained on all aspects of the system and can complete tasks within the system. Training materials and online learning center access have been delivered 	\$0	\$0	Upon completion of Acceptance Form E
TBD	User Acceptance Testing (Milestone 6) <ul style="list-style-type: none"> System functions Work flows and business rules Reports 	\$0	\$0	Upon completion of Acceptance Form F
TBD	Go-live (Milestone 7) The system is pushed to the Production environment.	\$0	\$0	Upon completion of Acceptance Form G
Total		\$6,500	\$9,600	

The above fees do not include any travel, living or any other out-of-pocket expenses incurred by PerfectMIND in providing on-site Professional Services. Customer will pay PerfectMIND a flat rate of \$550 per day per PerfectMIND employee or subcontractor who provides on-site Professional Services to Customer to cover accommodation, meal, local transportation and other out-of-pocket expenses, except travel (airfare) expenses. Customer will reimburse PerfectMIND for all reasonable travel (airfare) expenses incurred by PerfectMIND's to send its employees and subcontractors to Customer's site. All such travel (airfare) expenses for which PerfectMIND seeks reimbursement will be supported by documentation in a form reasonably acceptable to the Customer.

EXHIBIT C
PerfectMIND Rate for Professional Services

Optional Services	Unit Price	Description
Importation of Data	\$150/hr	Upon termination of this Agreement, PerfectMind shall supply to Customer a basic export of the complete data in a format suitable for importation. Anything beyond will be charged at this rate.
Professional Services	\$150/hr	Services outside the agreed to Statement of Work that requires additional resourcing to accommodate Customer's requests (other than development/programming).
Integration to third party software	\$250/hr	Processing Integration with the Customer's preferred payment processor.
Training	\$150/hr	Any future additional training requested outside the Statement of Work.
Development	\$250/hr	Services outside the agreed to Statement of Work that requires additional development (programming).

The above fees do not include any travel, living or any other out-of-pocket expenses incurred by PerfectMIND in providing Professional Services. Customer will reimburse PerfectMIND for all reasonable travel, living and other out-of-pocket expenses incurred by PerfectMIND's employees and permitted subcontractors in providing the Professional Services. All such expenses for which PerfectMIND seeks reimbursement will be supported by documentation in a form reasonably acceptable to Customer.

EXHIBIT D
Service Levels

1. Platform Uptime.

The Platform will achieve a system uptime performance level of 99.9% during the Operation Hours on an annual basis inclusive of any downtime caused by the underlying telecommunication services provider. In this Exhibit, “Operation Hours” means 6 am to midnight Pacific Time, seven days a week.

PerfectMind will only be responsible for its Platform uptime performance levels and will not be responsible for any failure due to a failure of Customer’s system(s) or a Force Majeure event as described in this Agreement, and such failures shall not be counted against PerfectMind’s required system uptime performance levels.

PerfectMind may, upon not less than seven (7) days’ prior written notice to Customer, which may be email notification, cause the Platform to be unavailable for a period of time not to exceed 12 consecutive hours (“Planned Maintenance”). Planned Maintenance will be performed during the Maintenance Window, and not more than once per week, unless any such Planned Maintenance is a result of urgent events outside of PerfectMind’s direct control in which case PerfectMind will provide as much notice as is practicable. Planned Maintenance will apply against PerfectMind’s required uptime performance level unless (i) it is conducted during the Maintenance Window; or (ii) it is as result of remedial work necessary to address a material defect with third party software such as Microsoft® operating system or SQL server. In this Exhibit D, “Maintenance Window” means between 12:01 am and 6:00 am Pacific Time on any day.

2. Technical Support.

Following the reporting of a problem by Customer’s technical support personnel either via phone call or email PerfectMind’s technical support, PerfectMind will respond to the problem in accordance with the incident level and provide a fix to the problem all in accordance with the table set forth below:

24x7x365 Technical Support		
Description	Response time	Resolution Time
Customer report an incident via phone, email, or chat	A live agent will immediately discuss the issue with Customer	85% of the incidents are currently addressed on the first call
The initial call requires escalation to Level II	The initial call will be transferred to a Sr. live agent to further discuss the incident with the customer	95% of the escalated calls to level II are addressed within the first call
The escalated call to Level II requires escalation to the Development team	Level II agent create a case for the development team to further investigate the incident	Resolution time will follow the SLA table below

Service Level Agreement		
Incident Level	Description	Resolution Time
Critical	<p>This incident level is attained when the following conditions are met:</p> <ul style="list-style-type: none"> - Complete inability to use the Platform; or - A reoccurring temporary inability to use the Platform 	Within the <u>same business day</u>
High	<p>This incident level is attained when the following conditions are met:</p> <ul style="list-style-type: none"> - A significant degradation of the significant features or functions available on the Platform - Recent modifications to the Platform cause some significant features or functions to operate inconsistently 	Within <u>24 hours</u>
Low	<p>This incident level is attained when the following conditions are met:</p> <ul style="list-style-type: none"> - A minor degradation of some significant features or functions; or a degradation of some secondary features or function occurs 	These issues will be reviewed and prioritized according to the severity of the issue. An accurate estimate will be provided to the customer within a week after the incident is reported

EXHIBIT E

Platform Features and Functionalities

PerfectMind's Platform will include the following features and functionalities:

- **Built-In Reporting Engine**
A built-in reporting engine to help the customer to create reports.
- **Integrated Workflow Engine**
Generate workflows to streamline your team's processes and communications
- **Business App Store**
PerfectMind is adaptable through our community-driven App Store.
- **Open API**
Having access to an adaptable integration with external apps allows fluid interconnectivity and collaboration across platforms
- **Data Security, Auditing and Permissions**
The ability to control app-level access, user auditing, user time limits, specific IP access, as well as group- and role-based data permissions.
- **Multi-Site Management & Reporting**
To allow client to manage multiple sites from one account.
- **24/7 Customer Service**
PerfectMind provides 24x7 operation support using live agents/chat/email.

Recreation Management Features:

- **Facility booking and Scheduling**
PerfectMind booking takes care of conflict and contract management, recurring bookings, equipment and rental inventory, capacity management and more. Your staff and your members can schedule events online or on-site. PerfectMind lets you manage facility dependencies, availability, and multiple rates. Customers can book using desktop, tablet or mobile devices on all popular web browsers.
- **Membership Management**
This allows you to manage families, multiple memberships, and related contacts.
- **Document Management**
You can create, save, print, upload and manage your documents for your organization in the cloud. Sign waivers, contracts, and other documents electronically with a digital signature and store them safely in the cloud.
- **Staff Management**
You can view all your staff schedules in one master calendar. PerfectMind provides your staff with the ability to make their own schedule and to adjust availability for vacations and time off. Manage staff wages, commissions, hours, availability and much more. Restrict access permissions for users and groups to improve security.
- **Activity Registration**
Online or on-site registration for all types of bookings including courses, private lessons, drop-in and flexible registrations to accommodate your needs. Intelligent conflict management gives you the flexibility to readily make changes to events.

- **POS and Inventory Management**
To sell products, service or event online or on-site using cutting-edge features within inventory and sales management. Track purchase orders and inventory.
- **Attendance Tracking and Check-in**
Allow customers to scan or check themselves in at the front desk using a kiosk, or manually check-in with a staff member. Improve retention with live class statistics, and much more. Guest check-ins allow for quick processing to non-members or during busy periods.
- **Calendar**
Flexible, multi-functional calendar with drag-and-drop functionality to make changes and updates to events, activities and facility booking. You can also view multiple facilities, locations and courses.
- **Marketing**
A built-in, fully-functional email solution replaces the need for any additional email applications so you can streamline your marketing for programs, campaigns, and personalized operation emails. Increase signups and enrollments using loyalty and referral programs. You can also have access to simple and customizable landing pages and lead-capture forms.
- **Task Management**
To schedule automated and recurring tasks with alerts to stay up-to-date, organized and focused. Set reminders based on predefined or custom triggers
- **Reports**
PerfectMind's built-in reporting engine enables you to create, customize and run reports. Create and schedule custom financial, attendance, utilization, and marketing reports all from the same interface. View real-time analytics and historical data in tabular or graphical format. All reports can be exported for use in a third-party application.
- **Account management**
To keep track of your clients and contacts including organizations and families



Ottawa County Parks &
Recreation Commission
12220 Fillmore St., West Olive, Michigan 49460
(616) 738-4810 www.miottawa.org/parks

MEMORANDUM

Date: March 1, 2018
To: Parks and Recreation Commission
From: John Scholtz, Parks and Recreation Director
RE: Parkside Marina Fees for 2018

It is the time of the year the Parks Commission typically sets fees for the Parkside Marina for the upcoming season. Our lease agreement, *Amendment of Marina Concession*, approved in 2017, extended the marina lease through October 15, 2018 and indicated at that time the County will assume control of the property and develop a public marina. Rental rates, as spelled out in the lease, “may be subject to adjustment at the discretion the County on an annual basis, effective as of the anniversary date of this Agreement. Such increases shall not exceed 2% above the previous year’s Consumer’s Price Index, All Cities retail.” The CPI increase last year was 2.1%, therefore the maximum increase possible would be 4.1%. Last year we chose to increase it by the CPI increase which was 2.5%. Following that pattern, we would increase it this year by 2.1% which would be \$16,324, a 2.1% increase over 2017 rent of \$15,998.

Proposed motion:

To establish a lease rental rate for Parkside Marina for the 2018 season of \$16,324, a 2.1% increase above the 2017 rate.



MEMORANDUM

Date: March 2, 2018
To: Parks and Recreation Commission
From: Jason Boerger, Coordinator of Park Maintenance and Operations
RE: Commercial Photography and Videography Policy

Current Park Rules and Regulations prohibit commercial activity in the parks and Open Spaces without a special permit. This rule has been in place ever since the inception of the Parks Commission. Until now, staff has not prohibited commercial photographers from working on park property, nor have we required them to obtain a permit. We have merely politely asked them to not interfere with the regular park visitors' enjoyment of the park. While this has worked to some extent, it has left us with an uncovered liability, a feeling of ambiguity as to what is allowed and what is not, and the occasional overzealous photographer that sets up a whole studio in the park and schedules sittings every hour.

With this new policy, we will clarify the rules and the process to obtain a permit. Approved photographers will be required to have liability insurance, follow a set of rules, and give us notice as to when and where they will be shooting. We believe that this will not only help to avoid conflicts with other park users but will also provide for a better experience for the commercial photographers and their clients.

The proposed fee is on the low to mid side of what is being charged nationally in other parks for a similar permit. We feel the permit fee is needed to cover our administrative costs and to cover a small portion of the maintenance costs required to make these sites a place where commercial photographers will want to take landscape shots or bring clients.

Proposed motion:

To approve the Commercial Photography / Videography policy, fees, procedure, and application format as presented for immediate implementation, and to give staff the ability to make minor procedural changes to the policy or application as needed after receiving feedback from photographers after implementation.



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COMMERCIAL PHOTOGRAPHY/VIDEOGRAPHY APPLICATION

A permit is required if the Photographer:

- Sells or plans to sell produced images
- Uses imagery for advertisement
- Is paid for service while on Park property
- Uses props or equipment not typical of amateur or hobby photographers.

A permit is not required for:

- Personal use
- Special occasion photography / videography taken within a rented/ reserved area of the park
- Members of the news media on official business
- A student project produced only for a grade and not commercial use

Commercial Photography/Videography

A photography studio, production company, advertising/publicity firm or filming crew, hired by a client to create a product for profit, are required to submit an application along with a certificate of liability insurance naming the Ottawa County Parks and Recreation Commission as additional insured and the appropriate fee. Aerial photography is not permitted within Ottawa County Park and therefore this permit will not allow for the use of a drone or similar device.

Fees

Still photography: \$25 per day, per location **OR** \$150 per year

Videography: \$100 per day, per location **OR** \$600 per year

Motor Vehicle Permit

A valid Motor Vehicle Permit is required Memorial Day weekend through Labor Day weekend at the following parks: North Beach Park, Olive Shores, Kirk Park, Rosy Mound Natural Area, and Tunnel Park.

Reservation Fees:

Commercial photographers/videographers who wish to reserve a specific park area or feature must go about the same reservation process and pay the same reservation fees as other park guests. Visit www.miottawa.org/parks for details.

Payment Options:

Commercial photography/videography fees and reservations must be made at least five days prior to the date of the shoot. We accept Cash or Credit. Please call 616-738-4810 to make a payment over the phone.

Refunds Policy:

No refunds will be issued for cancellations. If a cancellation is necessary due to inclement weather, a new date may be scheduled.

Certificate of Insurance:

Commercial photographers/videographers must file a Certificate of Insurance in the amount of \$1 million for general liability with Ottawa County Parks Commission named as the additionally insured. Email Certificate of Insurance to OCParks@miottawa.org or mail it to: Ottawa County Parks Commission, 12220 Fillmore St., West Olive, MI 49460.

Required notification:

Applications must be submitted and received a minimum of five (5) work days prior to the first proposed shooting date. Photographers with an annual permit must notify Ottawa County Parks via email at OCPark@miottawa.org at least one non-holiday weekday prior to a shoot and no more than one year prior to a shoot of your intent to use the park for commercial photography or videography. Please include date, specific location, and time. Ottawa County has the right to prohibit photographers from shooting on certain days that may negatively impact other user groups or planned special events.

Display of permit:

The approved permit will be issued to the photographer in a plastic sleeve on a lanyard and must be worn at all times while shooting photographs or video in an Ottawa County Park or Open Space.

Regulations for All Photographers

- The photography policy is nontransferable, and the approved permit must be properly displayed during the shoot.
- All Ottawa County Parks and/or Open Space Rules and Regulations must be followed.
- The holder of the application is liable for any damage to park property.
- All camera equipment must be handheld or mounted on a person, monopod, or tripod. No aerial masts, drones, or other types of aerial photography are permitted without prior written permission. Please note that drone permits are rarely if ever issued unless there is a direct benefit to the Parks Commission for doing so.
- No vehicles are permitted on grass, sidewalks or other park areas not designated as vehicle parking areas, unless authorized by the Parks Commission in writing prior to the shoot.
- No wheeled equipment, carts, wagons, etc. are permitted on any trails or surface that bicycles are not permitted on.
- No photography is permitted off-trail in Ottawa County Parks or other areas not open to the public.
- Any misuse of park property or failure to comply with Ottawa County Parks regulations will result in revocation of photography permit without a refund and expulsion from the property. Your permit may be revoked at any time by any Park staff person if he or she feels you have a significant negative impact on other park users' experience or if you are not sharing the space cordially with other visitors or photographers.
- Large shades, backdrops, furniture, or other props that cannot be easily carried and quickly moved by one person are prohibited.
- Any use of a "prop" that may resemble a weapon must be indicated on the application and will require prior written authorization.
- No signs, banners, directional arrows, distribution of printed material to the general public, or other forms of commercial advertising are permitted.
- Park visitors are not to be prevented from using park facilities, spaces, trails, bridges, boardwalks, overlooks, amenities, etc., and park employees are not to be prevented from completing their work as a result of the shoot.
- Photos or films must not include any park visitors without their prior permission.
- Ottawa County Parks and Recreation Commission, its parks, facilities and signs are not to be identifiable in final product of commercial photography. It should be clearly understood that Ottawa County Parks in no way endorses any product or service connected with commercial photography.

COMMERCIAL PHOTOGRAPHY/VIDEOGRAPHY APPLICATION

Park(s) _____ Location _____

Date of use _____ Start time _____ End time _____

Brief Description of Project _____

Number of crew _____ Number of talent _____ Number of vehicles _____

Name of Shoot _____ Props _____

Company Name _____

Producer/Contact Name _____

Address _____

Email Address _____

Work Phone _____ Cell Number _____

Permit Requested: Daily Photo (\$25 per day) Annual Photo (\$150)

Daily Video (\$100 per day) Annual Video (\$600)

Amount Due: \$ _____ Enclosed I wish to pay by Credit Card

If making photo permit fee payment by credit card, please list the best time to call (between 8am and 4pm weekdays) to process a phone payment. Time: _____

To the fullest extent permitted by law, I agree to defend, pay in behalf of, and hold harmless Ottawa County Parks Commission and Ottawa County, against any and all claims, demands, suits, losses, including all costs connected therewith, for any damage which may be asserted, claimed or recovered against or from and employees, by reason of personal injury and death; and property damage, including loss of use thereof, which arises out of the alleged negligence of the Ottawa County Parks and Recreation Commission and, or in any way connected or associated with this agreement. Ottawa County Parks and Recreation Commission will be named as additional insured on the filming party's liability insurance policy and provides proof of insurance of at least one million dollars prior to the event date. It is understood and agreed that the following shall be additional insured; Ottawa County Parks and Recreation Commission, Ottawa County, all employees and volunteers. My signature below indicates that I am 18 years of age or older and have read the above information concerning the filming at the above identified park location and agree to the conditions stated and attested to the accuracy of the details of my photography permission.

Applicant's Name and Title (please print) _____

Applicant's Signature _____ Date _____

Email completed application to OCParks@miottawa.org OR
Mail to: Ottawa County Parks, 12220 Fillmore St. West Olive, MI 49460.