

To All Ottawa County Commissioners:

The Ottawa County Board of Commissioners will meet on **Tuesday, January 16, 2024 at 9:00 AM** for the regular January meeting of the Board at the Ottawa County Fillmore Street Complex in West Olive, Michigan and via Zoom and YouTube.

The Agenda is as follows:

1. Call to Order by the Chairperson
2. Prayer and Pledge of Allegiance
3. Roll Call
4. Correspondence
5. Public Comment
6. Approval of Agenda
7. Consent Resolutions:

From the County Clerk/Register

A. Board of Commissioners Meeting Minutes

Suggested Motion:

To approve the minutes of the [January 2, 2024](#) Board of Commissioners organizational meeting and the [December 12, 2023](#) Board of Commissioners Meeting

From Administration

B. [Post-Execution Ratification of Contracts under Section IV\(D\)\(2\) of the Ottawa County Contracting Authorization and Form Policy](#)

Suggested Motion:

To ratify all contracts for the period of December 1, 2023 to December 31, 2023 currently pending on the post-execution ratification list as authorized under Section IV(D)(2) of the Ottawa County Contracting Authorization and Form Policy.

C. [58th District Court 2023 Annual Report](#)

Suggested Motion:

To receive for information the 58th District Court 2023 Annual Report.

D. [Department of Strategic Impact 2023 Annual Report](#)

Suggested Motion:

To receive for information the Department of Strategic Impact 2023 Annual Report.

From the Finance and Administration Committee

E. [Accounts Payable for November 23, 2023 through December 31, 2023](#)

Suggested Motion:

To approve the general claims in the amount of \$12,014,246.38 as presented by the summary report for November 23, 2023 through December 31, 2023

F. [Quarterly Financial Status Report](#)

Suggested Motion:

To receive for information the detailed Financial Statements for the General Fund and Mental Health Fund, as well as a higher level summary for the Special Revenue Funds, through the end of the 4th quarter of Fiscal Year 2023.

G. [FY2024 Agreement for MSU Extension Services](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the FY2024 Agreement for Extension Services between Ottawa County and MSU Extension at a cost of \$272,572.00.

H. [FY2024 Budget Adjustments](#)

Suggested Motion:

To approve the FY2024 budget adjustments per the attached schedule.

8. Agenda and Action Requests:

A. [Fiscal Services Budget Software Contract](#)

Suggested Motion:

To approve the contract with OpenGov, Inc for the purchase of a budgeting and planning software.

B. [Workers Compensation Contract Renewal](#)

Suggested Motion:

To approve the contract renewal for services provided by Sedgwick Claims Management Services, Inc. for a period of 3 years and total contract cost of \$77,974.00.

C. [Demolition Services Amendment](#)

Suggested Motion:

To approve and authorize the Board Chair/Clerk/Register to sign a First Amendment to Demolition Services Contract.

D. [MACC Adjustment](#)

Suggested Motion:

To remove Commissioner Wenzel from MACC and replace her with Commissioner Cosby.

E. [CMH Appointment](#)

Suggested Motion:

To appoint Commissioner _____ to the Community Mental Health Board to fill a vacancy

F. [Approve Commissioner Bonnema's Request for Outside Counsel](#)

Suggested Motion:

At his request, I move the Board approve the hiring of outside legal counsel (Michael Homier) for Commissioner Bonnema for the limited purpose of representing him the upcoming evidentiary hearing currently scheduled on January 19, 2024, in the *Adeline Hambley v. Ottawa County* case.

G. [County Policies Policy \(First Reading\)](#)

Suggested Motion:

To approve and advance to a second reading before the full Board of Commissioners the revised County Policies for review and comment.

9. Committee Reports

A. [58th District Court 2023 Annual Report](#)

Presented by Honorable Craig E. Bunce, Judge

B. [Department of Strategic Impact 2023 Annual Report](#)

Presented by Paul Sachs, Strategic Impact Director

10. Public Comment

11. Additional Business

From the County Administrator

A. Report from the County Administrator

From the County Commissioners

B. Update to Strategic Planning Committee

C. Closed Session to Discuss Ongoing Litigation

Suggested Motion:

To go into closed session pursuant to MCL 15.268 (e) to consult with corporate counsel regarding trial or settlement strategy in connection with *Kimball v. County of Ottawa* because an open meeting would have a detrimental financial effect on the litigating or settlement position of the county.

12. Adjournment at Call of the Chairperson

**PROPOSED
PROCEEDINGS OF THE OTTAWA COUNTY
BOARD OF COMMISSIONERS
JANUARY SESSION – ORGANIZATIONAL MEETING**

The Ottawa County Board of Commissioners met on Tuesday, January 4, 2024, at 9:00 a.m. and was called to order by Clerk/Register Roebuck.

The prayer was pronounced by Reverend Rick Lefebre, Lamont Community Church.

Clerk/Register Roebuck led in the Pledge of Allegiance to the Flag of the United States of America.

Present at roll call: Gretchen Cosby, Lucy Ebel, Douglas Zylstra, Jacob Bonnema, Joe Moss, Kendra Wenzel, Rebekah Curran, Sylvia Rhodea, Roger Belknap, Roger Bergman, Allison Miedema. (11)

Correspondence

- a. Introduction of new Veteran’s Affairs Director-Clerk/Register Roebuck introduced the new Veteran’s Affairs Director, Jason Schenkel.

Public Comments

Public comments were made by the following:

1. Joe Spaulding-Holland Township
2. Sheila Dettloff-Holland Township
3. Karen Obits-Spring Lake Village
4. Dena Arner-Holland Township
5. Rebecca Patrick-Allendale Township
6. Bob Spaman-Blendon Township

B/C 24-001 Joe Moss moved to approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution setting a one (1) year term for the position of Ottawa County Board Chairperson.

The motion passes as shown by the following votes: Yeas: Roger Belknap, Rebekah Curran, Gretchen Cosby, Jacob Bonnema, Sylvia Rhodea, Douglas Zylstra, Kendra Wenzel, Allison Miedema, Lucy Ebel, Roger Bergman, Joe Moss. (11)

The Clerk/Register opened the floor for nominations for Temporary Chairperson.

B/C 24-002 Allison Miedema nominated Roger Belknap as Temporary Chairperson.

The motion passed.

Roger Belknap, as Temporary Chairperson, opened the floor for nominations for the Chairperson of the Board of Commissioners.

B/C 24-003 Sylvia Rhodea moved to nominate Joe Moss as Chairperson of the Board of Commissioners.

Roll Call Vote:

Cosby-Moss Bergman-Moss Zylstra-Moss Bonnema-Moss
Wenzel-Moss Miedema-Moss Curran-Moss Ebel-Moss
Rhodea-Moss Moss-Moss

Joe Moss was declared Chairperson of the Ottawa County Board of Commissioners.

Temporary Chairperson Belknap opened the floor for nominations for the Vice-Chairperson of the Board of Commissioners.

B/C 24-004 Allison Miedema moved to nominate Sylvia Rhodea as Vice-Chairperson of the Board of Commissioners.

Roll Call Vote:

Bonnema-Rhodea Ebel-Rhodea Bergman-Rhodea Miedema-Rhodea
Wenzel-Rhodea Cosby-Rhodea Curran-Rhodea Zylstra-Rhodea
Belknap-Rhodea Moss-Rhodea

Sylvia Rhodea was declared Vice-Chairperson of the Ottawa County Board of Commissioners.

The Clerk/Register of Deeds, Justin Roebuck, administered the Oath of Office to Chairperson Moss and Vice-Chairperson Rhodea.

Action Items

B/C 24-005 Allison Miedema moved to amend the Rules of the Ottawa County Board of Commissioners with a correction to page 13, Rule 6.3, by switching items 4 Public Comment & 5 Correspondence, so Correspondence goes before Public Comment.

The motion passed by the following votes: Yeas: Roger Belknap, Gretchen Cosby, Lucy Ebel, Sylvia Rhodea, Allison Miedema, Kendra Wenzel, Joe Moss. (7)

Nays: Roger Bergman, Doug Zylstra, Rebekah Curran, Jacob Bonnema. (4)

B/C 24-006 Doug Zylstra moved to change the last sentence on page 4, Rule 2.3, to read, "The Chairperson shall nominate all committee assignments for the ensuing year, subject to the approval of the Board."

The motion failed by the following votes: Nays: Roger Belknap, Rebekah Curran, Allison Miedema, Kendra Wenzel, Gretchen Cosby, Sylvia Rhodea, Lucy Ebel, Joe Moss. (8)

Yeas: Doug Zylstra, Roger Bergman, Jacob Bonnema. (3)

**PROPOSED
PROCEEDINGS OF THE OTTAWA COUNTY
BOARD OF COMMISSIONERS
DECEMBER SESSION – FIRST DAY**

The Ottawa County Board of Commissioners met on Tuesday, December 12, 2023, at 9:04 a.m. and was called to order by the Chairperson.

The prayer was pronounced by Pastor Dan VanBelzen.

Chairperson Moss led in the Pledge of Allegiance to the Flag of the United States of America.

Present at roll call: Gretchen Cosby, Lucy Ebel, Douglas Zylstra, Jacob Bonnema, Joe Moss, Rebekah Curran, Sylvia Rhodea, Roger Belknap, Roger Bergman, Allison Miedema.
(10)

Public Comments

Public comments were made by the following:

1. Dennis Dykhousé-Georgetown Township
2. Dave Morren-Allendale Township
3. Rebecca Patrick-Allendale Township
4. Dan Zimmer-Port Sheldon Township
5. Barbara Lee VanHorsen-Grand Haven City
6. Joe Spaulding-Holland Township
7. Karen Obits-Spring Lake Township
8. Dan Scripsema-Georgetown Township
9. Todd Holmquist-Ottawa County
10. Lori Grasman-Robinson Township
11. Adrea Hill-Holland Township
12. Harvey Nikkel-Georgetown Township
13. Rich Dausman-Wright Township

Approval of Agenda

B/C 23-188 Gretchen Cosby moved to approve the agenda.

The motion passed.

Consent Resolutions

Roger Bergman requested for Item J., Ottawa County Groundwater Board, Well Drilling Seat vacancy, to be moved to Action Item 9D.

B/C 23-189 Rebekah Curran moved to approve the following Consent Resolutions.

- A. To approve the minutes of the November 28, 2023 Board of Commissioners meeting.
- B. To ratify the contracts for the period of November 1, 2023 to November 30, 2023 currently pending on the post-execution ratification list as authorized under Section IV(D)(2) of the Ottawa County Contracting Authorization and Form Policy.
- C. To receive for information the Ottawa County Corporate Counsel 2023 Annual Report.
- D. To receive for information the Ottawa County Public Defender's Office 2023 Annual Report.
- E. To place into nomination the names of (*indicates recommendation from the Interview Subcommittee):

Eligible Applicants:

*Nathan Pyle
James Tanis
James Wysocki

and to select Nathan Pyle to fill one (1) Agricultural Seat vacancy on the Agricultural Preservation Board beginning January 1, 2024 and ending December 31, 2026.

- F. To place into nomination the names of (*indicates recommendation from the Interview Subcommittee):

Eligible Applicants:

*Heath White

Ineligible Applicants:

Philip Alderink
Michelle Anguiano

and to select Heath White to fill one (1) MDOC Seat vacancy on the Community Corrections Advisory Board beginning January 1, 2024 and ending December 31, 2025.

- G. To place into nomination the names of (*indicates recommendation from the Interview Subcommittee):

Eligible Applicants:

*Matt Messer

Ineligible Applicants:

Philip Alderink

and to select Matt Messer to fill one (1) Chief of Police Seat vacancy on the Community Corrections Advisory Board beginning January 1, 2024 and ending December 31, 2025.

- H. To place into nomination the names of (*indicates recommendation from the Interview Subcommittee):

Eligible Applicants:

*Benjamin Genser
Ryan Anderson
David Cawthorn

and to select Benjamin Genser to fill one (1) Private Sector Seat vacancy on the Ottawa County Comprehensive Economic Development Strategy Committee (CEDS) beginning January 1, 2024 and ending December 31, 2024.

- I. To place into nomination the names of (*indicates recommendation from the Interview Subcommittee):

Eligible Applicants:

*Alexander Svoboda

and to select Alexander Svoboda to fill one (1) Ag/Conservation Technical Assistance Seat vacancy on the Ottawa County Groundwater Board beginning January 1, 2024 and ending December 31, 2026.

- K. To place into nomination the names of (*indicates recommendation from the Interview Subcommittee):

Eligible Applicants:

*Carrie Rivette
Mark Baker
Elaine Isely

and to select Carrie Rivette to fill one (1) Environmental/Conservation Technical Assistance Seat vacancy on the Ottawa County Groundwater Board beginning January 1, 2024 and ending December 31, 2026.

- L. To place into nomination the names of (*indicates recommendation from the Interview Subcommittee):

Eligible Applicants:

*Adam Elenbaas

and to select Adam Elenbaas to fill one (1) Local Unit of Government 3 Year Term Seat vacancy on the Ottawa County Groundwater Board beginning January 1, 2024 and ending December 31, 2026.

- M. To place into nomination the names of (*indicates recommendation from the Interview Subcommittee):

Eligible Applicants:

*Frank Johnson

and to select Frank Johnson to fill one (1) Local Unit of Government 1 Year Term Seat vacancy on the Ottawa County Groundwater Board beginning January 1, 2024 and ending December 31, 2024.

- N. To place into nomination the names of (*indicates recommendation from the Interview Subcommittee):

Eligible Applicants:

*Mark Baker

Elaine Isely

Carrie Rivette

and to select Mark Baker to fill one (1) Scientific Community Seat vacancy on the Ottawa County Groundwater Board beginning January 1, 2024 and ending December 31, 2026.

- O. To place into nomination the names of (*indicates recommendation from the Interview Subcommittee):

Eligible Applicants:

*Terry DeHaan

Michael Bosch

Vince Bush

Ineligible Applicants:

Mark Brouwer

and to select Terry DeHaan to fill one (1) Township Representative Seat vacancy on the Ottawa County Land Bank Authority beginning January 1, 2024 and ending December 31, 2029.

- P. To place into nomination the names of (*indicates recommendation from the Interview Subcommittee):

Eligible Applicants:

*Mark Brouwer

*Craig Dunlap

*Angela Loreth

*Lynn Janson

Ineligible Applicants:

Valerie Forsch

and to select Mark Brouwer, Craig Dunlap, Angela Loreth, and Lynn Janson to fill four (4) Member Seat vacancies on the Ottawa County Officer's Compensation Commission beginning January 1, 2024 and ending December 31, 2027.

- Q. To place into nomination the names of (*indicates recommendation from the Interview Subcommittee):

Eligible Applicants:

*Lukas Hill
*Bruce Greenlee
Mark Brouwer
Michael Segaar
Joyce Kortman
Nathan Hoekstra
Lynn Janson
Samuel Guffy
Benjamin Genser
Mark Southwell
Michala Ringquist
Amy Alderink
Kate Harmon
Joyce Cawthon
Caryn Capriccioso

and to select Lukas Hill and Bruce Greenlee to fill two (2) Public Seat vacancies on the Ottawa County Parks and Recreation Commission beginning January 1, 2024 and ending December 31, 2026.

- R. To place into nomination the names of (*indicates recommendation from the Interview Subcommittee):

Eligible Applicants:

*Patrick Muir
*Robert Linderman
Dale Mohr
Donald Dykstra
Bruce Greenlee
Steven Prince
Jan Ennis
Brad Dorland
David Chesney
Steven Davis
Larry Jackson
Todd Holmquist

and to select Patrick Muir and Robert Linderman to fill two (2) War Veteran Seat vacancies on the Ottawa County Veteran Affairs Committee beginning January 1, 2024 and ending December 31, 2026.

- S. To place into nomination the names of (*indicates recommendation from the Interview Subcommittee):

Eligible Applicants:

*Benjamin Genser
Terry DeHaan
Mark Brouwer
Ryan Anderson
Rebecca Hopp
Michala Ringquist

and to select Benjamin Genser to fill one (1) Ottawa County Private Sector Seat vacancy on the West Michigan Regional Planning Commission beginning January 1, 2024 and ending December 31, 2024.

- T. To place into nomination the names of (*indicates recommendation from the Interview Subcommittee):

Eligible Applicants:

*Robert VanderZwaag
Kimberly Vanderly
Mark Brouwer
Gwendolyn Fosse
Marsha Manning
Valerie Forsch
Benjamin Genser
Brenda VanderMeulen
Michala Ringquist

and to select Robert VanderZwaag to fill one (1) County Resident Seat vacancy on the Ottawa County Department of Health and Human Services Board beginning January 1, 2024 and ending December 31, 2026.

- U. To approve the general claims in the amount of \$15,657,671.28 as presented by the summary report for October 30, 2023 through November 22, 2023.
- V. To approve an Agreement for Program Services with Kent County to undertake the grant tasks defined for the Land Transfer Navigators program.
- W. To approve a contract with The Michigan Dept of Agriculture and Rural Development (MDARD) for disposal of pesticides.
- X. To approve a proposal to change one Case Records Technician II position (grade 5) to a Senior Case Records Technician (grade 7) and eliminate one Case Records Tech I (IV-D) (grade 4) at a cost of \$3,278.
- Y. To approve a request to adopt the proposed 2024 compensation and benefit changes for the Group T and Unclassified employee groups.

- Z. To approve the 2024 budget adjustments per the attached schedule.
- AA. To approve the grant agreement from the National Fish & Wildlife Foundation for assistance to complete natural features assessments and design work for ecological enhancements at Ottawa Sands and Harbor Island in the cities of Ferrysburg and Grand Haven and authorize the establishment of a capital project in the amount of \$275,000.
- BB. To approve the contract with Great Lakes Recreation Company in the amount of \$103,807 for installation of a new playground at Kirk Park.
- CC. To approve and advance to a second reading before the full Board of Commissioners the revised Accounting, Auditing, and Financial Reporting Policy.

The motion passed by the following votes: Yeas: Roger Belknap, Rebekah Curran, Gretchen Cosby, Jacob Bonnema, Sylvia Rhodea, Doug Zylstra, Allison Miedema, Lucy Ebel, Roger Bergman, Joe Moss. (10)

Agenda and Action Requests:

- B/C 23-190 Rebekah Curran moved to go into a recess at 9:40 a.m. to hand out printed copies of the updated agreement for the broadband wired infrastructure expansion partnership and allow time for the Commissioners to look it over.

The motion passed.

Commissioner Bonnema left the meeting at 11:26 a.m.

Chairperson Moss called the meeting back to order at 11:52 a.m.

- B/C 23-191 Joe Moss moved to authorize the Board Chair and Clerk/Register to sign the broadband wired infrastructure expansion partnership agreement and Letter of Intent between Ottawa County and 123.Net, Inc. and to authorize the appropriation for the contract from the Board initiatives fund.

The motion passed by the following votes: Yeas: Gretchen Cosby, Roger Bergman, Doug Zylstra, Allison Miedema, Rebekah Curran, Lucy Ebel, Roger Belknap, Sylvia Rhodea, Joe Moss. (9)

- B/C 23-192 Roger Bergman moved to authorize the Board Chair and Clerk/Register to sign the Tower Development Services Agreement and Land Marketing & Lease Option Agreement with Tilson Infrastructure that defines the terms and conditions for Tilson to develop the infrastructure needed to address gaps in fixed-wireless broadband capabilities across Ottawa County.

The motion passed by the following votes: Yeas: Lucy Ebel, Roger Bergman, Allison Miedema, Gretchen Cosby, Sylvia Rhodea, Rebekah Curran, Doug Zylstra, Roger Belknap, Joe Moss. (9)

B/C 23-193 Sylvia Rhodea moved to approve a resolution highlighting advancements in transparency by the Board of Commissioners and Administration.

B/C 23-194 Allison Miedema moved to table the Resolution to a later date.

The motion passed.

B/C 23-195 Rebekah Curran moved to place into nomination the names of (*indicates recommendation from the Interview Subcommittee):

Eligible Applicants:

- *Lee Machiela
- Steven Hecksel

and to select Lee Machiela to fill one (1) Well Drilling Seat vacancy on the Ottawa County Groundwater Board beginning January 1, 2024 and ending December 31, 2026.

B/C 23-196 Doug Zylstra moved to amend the motion to read as follows:

To place into nomination the names of (*indicates recommendation from the Interview Subcommittee):

Eligible Applicants:

- *Lee Machiela
- Steven Hecksel

and to select one by name to fill one (1) Well Drilling Seat vacancy on the Ottawa County Groundwater Board beginning January 1, 2024 and ending December 31, 2026.

Roll Call for Motion B/C 23-196

- | | |
|-----------------|------------------|
| Zylstra-Hecksel | Bergman-Hecksel |
| Ebel-Machiela | Belknap-Machiela |
| Cosby-Machiela | Miedema-Machiela |
| Rhodea-Machiela | Curran-Machiela |
| Moss-Machiela | |

With 7 votes, Lee Machiela is appointed to the Well Drilling Seat.

Appointments

B/C 23-197 Allison Miedema moved to place into nomination the names of:

- Joel Buck
- Shawn Haff
- Lynn Janson
- Joseph Parnell McCarter
- Kendra Wenzel

and to select one (1) to fill one (1) District 6 Commissioner vacancy on the Ottawa County Board of Commissioners beginning immediately and ending December 31, 2024.

Roll Call for Motion B/C 23-197:

| | |
|----------------|-----------------|
| Belknap-Wenzel | Curran-McCarter |
| Cosby-Wenzel | Rhodea-Wenzel |
| Zylstra-Haff | Miedema-Wenzel |
| Ebel-Wenzel | Bergman-Haff |
| Moss-Wenzel | |

With 6 votes, Clerk/Register Roebuck declared Kendra Wenzel the new District 6 Commissioner.

Oath of Office

Clerk/Register Roebuck administered the Oath of Office to Kendra Wenzel.

Committee Reports

- A. Ottawa County Corporate Counsel 2023 Annual Report-Jack Jordan presented the Corporate Counsel 2023 Annual Report.
- B. Ottawa County Public Defender's Office 2023 Annual Report-Nichole Derks presented the 2023 Public Defender's Office Annual Report.

Discussion Items

B/C 23-198 Sylvia Rhodea moved to go into closed session at 2:18 p.m. for the purpose of strategy and negotiation sessions connected with the negotiations of a collective bargaining agreement pursuant to OMA Section 8c. (2/3 roll call vote required)

The motion passed by the following votes: Yeas: Roger Belknap, Rebekah Curran, Gretchen Cosby, Sylvia Rhodea, Doug Zylstra, Kendra Wenzel, Allison Miedema, Lucy Ebel, Roger Bergman, Joe Moss. (10)

Commissioner Bergman left the meeting at 2:19 p.m.

B/C 23-199 Rebekah Curran moved to come out of closed session at 2:50 p.m. for the purpose of strategy and negotiation sessions connected with the negotiations of a collective bargaining agreement pursuant to OMA Section 8c.

The motion passed.

B/C 23-200 Allison Miedema moved to ratify the following negotiated contract:
1. Police Officers Association of Michigan.

The motion passed by the following votes: Yeas: Gretchen Cosby, Doug Zylstra, Kendra Wenzel, Allison Miedema, Rebekah Curran, Lucy Ebel, Roger Belknap, Sylvia Rhodea, Joe Moss. (9)

Commissioner Zylstra left the meeting at 2:54 p.m.

B/C 23-201 Rebekah Curran moved to go into closed session at 2:54 p.m. under section 8(d) of the Open Meetings Act, to consider the purchase or lease of real property. (2/3 roll call vote required)

The motion passed by the following votes: Yeas: Kendra Wenzel, Rebekah Curran, Roger Belknap, Sylvia Rhodea, Allison Miedema, Lucy Ebel, Gretchen Cosby, Joe Moss. (8)

B/C 23-202 Gretchen Cosby moved to come out of closed session at 3:07 p.m. under section 8(d) of the Open Meetings Act, to consider the purchase or lease of real property.

The motion passed.

Public Comment

1. Lynn Janson-Georgetown Township
2. Alpha Mansaray-Holland Township

Online Public Comment

1. Joe Spaulding-Holland Township
2. Joseph P. McCarter-Georgetown Township

Additional Business

- A. Administrator's Report- The County Administrator's report was presented.
- B. Appointments to Housing Commission by Board Chair-Chairperson Moss has re-appointed Klynt Marcusse and newly appointed Patrick Harmon to the Housing Commission.

Adjournment at Call of the Chairperson

The Chairperson adjourned the meeting at 3:20 p.m.

JUSTIN F. ROEBUCK, Clerk/Register
Of the Board of Commissioners

JOE MOSS, Chairperson
Of the Board of Commissioners

B/C 24-007 Gretchen Cosby moved to approve the Standing Committee meeting times.

The motion passed.

2024 Meeting Times

| | |
|------------------------------------|----------------------------------|
| Planning & Policy Committee | 1 st Tuesday 9:00 AM |
| Finance & Administration Committee | 1 st Tuesday 10:00 AM |
| Board Meeting | 2 nd Tuesday 9:00 AM |
| Health & Human Services Committee | 3 rd Tuesday 9:00 AM |
| Talent & Recruitment Committee | 3 rd Tuesday 10:00 AM |
| Board Meeting | 4 th Tuesday 6:30 PM |

*The schedules for Rules, Strategic Planning, and Broadband Committees will be determined in the future and/or at the call of the chair.

B/C 24-008 Rebekah Curran moved to approve the Board of Commissioners Committee appointments for 2024 with a change to the Macatawa Area Coordinating Council (MACC) from Lucy Ebel to Kendra Wenzel.

The motion passed.

| 2024 Standing Committee Assignments | | |
|--|--|---|
| <u>Planning & Policy</u> | <u>Finance & Administration</u> | <u>Health & Human Services</u> |
| Roger Belknap* | Gretchen Cosby* | Sylvia Rhodea* |
| Roger Bergman | Roger Belknap | Gretchen Cosby |
| Allison Miedema | Rebekah Curran | Lucy Ebel |
| Joe Moss | Joe Moss | Joe Moss |
| Sylvia Rhodea | Kendra Wenzel | Doug Zylstra |
| | | |
| <u>Talent & Recruitment</u> | <u>Board Rules</u> | <u>Strategic Planning</u> |
| Allison Miedema* | Joe Moss* | Joe Moss* |
| Jacob Bonnema | Roger Belknap | Gretchen Cosby |
| Gretchen Cosby | Rebekah Curran | Rebekah Curran |
| Lucy Ebel | Sylvia Rhodea | Allison Miedema |
| Kendra Wenzel | Kendra Wenzel | Sylvia Rhodea |
| | | |
| <u>Broadband</u> | | |
| Allison Miedema* | | |
| Roger Belknap | | |
| Gretchen Cosby | | |
| Joe Moss | | |
| Kendra Wenzel | | |
| | | |

*Denotes Chair

| 2024 Board and Commission Assignments | |
|---|--|
| Agriculture Preservation Board | Allison Miedema |
| Area Community Services Employment & Training Council (ACSET) | Joe Moss, Rebekah Curran |
| Central Dispatch Authority Policy Board | Roger Belknap |
| Community Corrections Advisory Board | Roger Bergman |
| Community Mental Health Board | Gretchen Cosby, Lucy Ebel, Sylvia Rhodea |
| Comprehensive Economic Development Strategy Committee (CEDS) | Roger Belknap |
| Drain Board | Joe Moss, Gretchen Cosby |
| Economic Development Corp./Brownfield Redevelopment | Roger Belknap |
| Food Services Appeals Board | Gretchen Cosby |
| Grand Valley Metro Council (GVMC) | Kendra Wenzel |
| Groundwater Board | Roger Belknap, Sylvia Rhodea |
| Holland SmartZone Local Development Finance Authority (LDFA) | Doug Zylstra |
| Insurance Authority | Joe Moss, Gretchen Cosby, Sylvia Rhodea |
| Kent, Ottawa, Muskegon, (K.O.M.) Foreign Trade Zone Authority | Rebekah Curran |
| Land Bank Authority | Joe Moss |
| Lloyd's Bayou Lake Board | Roger Bergman |
| Local Emergency Planning Committee (LEPC) | Gretchen Cosby |
| Macatawa Area Coordinating Council (MACC) | Kendra Wenzel |
| MSU Extension Advisory Council | Allison Miedema, Kendra Wenzel |
| Parks and Recreation Commission | Allison Miedema, Roger Belknap |
| Plat Board | Joe Moss |
| Solid Waste Planning Committee | Jacob Bonnema |
| Spring Lake Lake Board | Roger Bergman |
| Veteran's Affairs Committee | Kendra Wenzel |
| West Michigan Airport Authority (Tulip City Airport) | Lucy Ebel |
| West Michigan Enforcement Team Policy Board (WEMET) | Joe Moss |
| West Michigan Regional Planning Commission | Roger Belknap |
| West Michigan Shoreline Regional Development Commission | Roger Belknap |

B/C 24-009 Jacob Bonnema moved to remove Kendra Wenzel from the Macatawa Area Coordinating Council (MACC) and replace her with Jacob Bonnema.

The motion failed with the following votes: Nays: Kendra Wenzel, Sylvia Rhodea, Allison Miedema, Lucy Ebel, Gretchen Cosby, Joe Moss. (6)

Yeas: Rebekah Curran, Doug Zylstra, Roger Belknap, Roger Bergman, Jacob Bonnema. (5)

B/C 24-010 Doug Zylstra moved to remove Sylvia Rhodea from the Insurance Authority and add Jacob Bonnema.

The motion failed by the following votes: Nays: Lucy Ebel, Gretchen Cosby, Allison Miedema, Rebekah Curran, Sylvia Rhodea, Kendra Wenzel, Roger Belknap, Joe Moss. (8)

Yeas: Doug Zylstra, Jacob Bonnema, Roger Bergman. (3)

B/C 24-011 Roger Belknap moved to approve the re-institution of the special committee of five members to participate in mediation in the Hambley v. Ottawa County matter pursuant to Board Rule 5.2 upon the following terms:

- a. The special committee is only advisory in nature and has no authority to effectuate or formulate public policy;
- b. The special committee has not been delegated any decision-making authority;
- c. The special committee may make recommendations for the full Board to review;
- d. Any final decision relating to mediation, or the Hambley v. Ottawa County litigation shall be made by the full Board; and
- e. The Chairman hereby appoints, and the Board approves, the following commissioners to be members of the special committee:
 - i. Joe Moss, Chair
 - ii. Sylvia Rhodea
 - iii. Gretchen Cosby
 - iv. Allison Miedema
 - v. Doug Zylstra

The motion passed.

B/C 24-012 Roger Bergman moved to approve and authorize the Board Chairperson and Clerk/Register to sign a Resolution enabling the Ottawa County Treasurer to deposit all public funds in approved financial institutions, and execute any necessary contracts for the same, for the benefit of Ottawa County.

Commissioner Bergman stepped out at 10:06 a.m.

The motion passed by the following votes: Yeas: Gretchen Cosby, Doug Zylstra, Jacob Bonnema, Kendra Wenzel, Allison Miedema, Rebekah Curran, Lucy Ebel, Roger Belknap, Sylvia Rhodea, Joe Moss. (10)

B/C 24-013 Rebekah Curran moved to approve and authorize the Board Chairperson and Clerk/Register to sign a Resolution authorizing the Ottawa County Treasurer to deposit and invest drain funds in identified financial institutions and execute necessary related contracts for the benefit of the Ottawa County Water Resources Commissioner.

Commissioner Bergman returned at 10:09 a.m.

The motion passed by the following votes: Yeas: Jacob Bonnema, Lucy Ebel, Roger Bergman, Allison Miedema, Kendra Wenzel, Gretchen Cosby, Sylvia Rhodea, Rebekah Curran, Doug Zylstra, Roger Belknap, Joe Moss. (11)

Commissioner Bonnema stepped out at 10:09 a.m.

B/C 24-014 Roger Belknap moved to approve and authorize the Board Chairperson and Clerk/Register to sign a Resolution authorizing the Ottawa County Treasurer to deposit and invest Road Commission funds in identified financial institutions and execute related necessary contracts for the benefit of the Ottawa County Road Commission.

The motion passed by the following votes: Yeas: Roger Belknap, Rebekah Curran, Allison Miedema, Kendra Wenzel, Gretchen Cosby, Doug Zylstra, Roger Bergman, Sylvia Rhodea, Lucy Ebel, Joe Moss. (10)

B/C 24-015 Sylvia Rhodea moved to approve and authorize the Board Chairperson and Clerk/Register to sign a Resolution authorizing the Ottawa County Treasurer to waive administration fees and interest for real property taxes paid prior to May 1 by qualified persons, as set forth in the Resolution.

Commissioner Bonnema returned at 10:14 a.m.

The motion passed by the following votes: Yeas: Roger Bergman, Doug Zylstra, Roger Belknap, Gretchen Cosby, Rebekah Curran, Lucy Ebel, Sylvia Rhodea, Allison Miedema, Jacob Bonnema, Kendra Wenzel, Joe Moss. (11)

Additional Business

A. Administrator's Report- The County Administrator's report was presented.

Public Comment

1. Joe Spaulding-Holland Township
2. Meegan Zickus-Allendale Township
3. Sheila Dettloff-Holland Township
4. Karen Obits-Spring Lake
5. Luke Sanner-Park Township
6. Dena Arner-Holland Township
7. Dan Scripsema-Georgetown Township

Online Public Comment

1. Adrea Hill-Holland Township

Adjournment at Call of the Chairperson

The Chairperson adjourned the meeting at 10:27 a.m.

JUSTIN F. ROEBUCK, Clerk/Register
Of the Board of Commissioners

JOE MOSS, Chairperson
Of the Board of Commissioners

Board Ratification Contracts

Report Date Range: 12/1/2023 - 12/31/2023

'Revenue' Total Amount: \$100,301.67

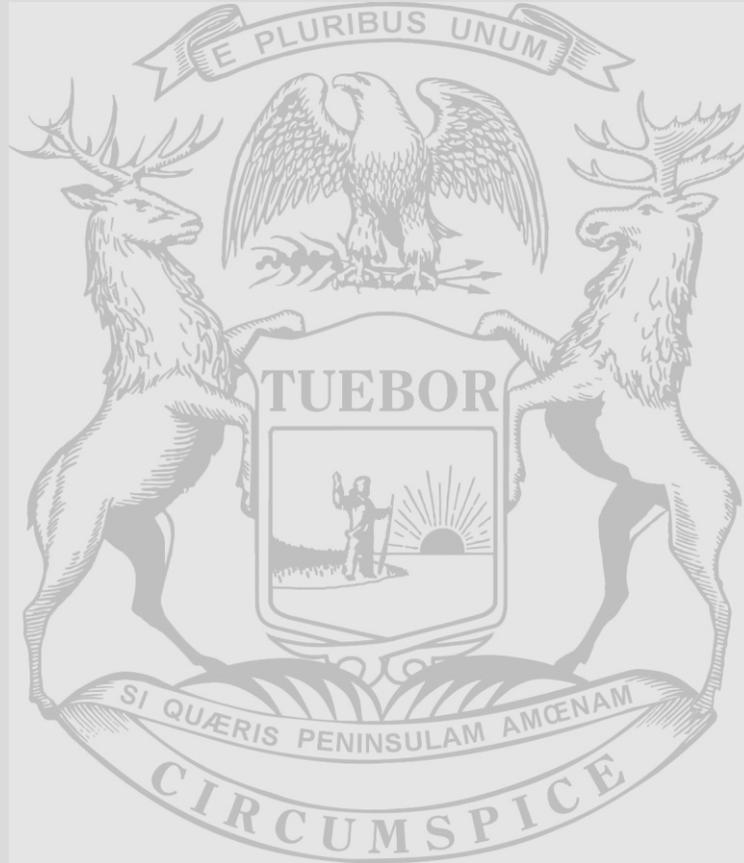
'Expense' Total Amount: \$96,672.00

| CONTRACT | REQUESTED DATE | APPROVED DATE | REQUESTING AGENCY | VENDOR/3RD PARTY | CONTRACT AMOUNT | MULTI YEAR CONTRACT | REVENUE /EXPENSE | PURPOSE |
|----------|----------------|---------------|---------------------|--|-----------------|---------------------|------------------|--|
| 2037 | 09/14/2023 | 12/18/2023 | SHERIFFS DEPARTMENT | COOPERSVILLE PUBLIC SCHOOLS | \$50,301.67 | YES | REVENUE | TO ALLOW FOR BILLING DIRECT TO COOPERSVILLE AREA PUBLIC SCHOOLS FOR A PORTION OF CONTRACT 3149. NOT NEW REVENUE, JUST NEW REVENUE SOURCE. |
| 2130 | 11/01/2023 | 12/25/2023 | CAA | GEORGETOWN SENIOR CENTER | \$3,000.00 | NO | EXPENSE | Contract with Georgetown Senior Center to provide services to age eligible residents through the Older Americans Appropriation. |
| 2132 | 11/02/2023 | 12/05/2023 | CAA | FOUR POINTES CENTER FOR SUCCESSFUL AGING | \$6,000.00 | NO | EXPENSE | Contract with Four Pointes Center for Successful Aging to provide services to eligible senior citizens under the Older Americans Appropriation. |
| 2136 | 11/06/2023 | 12/05/2023 | CAA | EVERGREEN COMMONS | \$3,500.00 | NO | EXPENSE | Contract with Evergreen Commons to provide services to qualified residents under the Older Americans appropriation. |
| 2139 | 11/07/2023 | 12/05/2023 | CAA | RUSS MENCL | \$10,000.00 | NO | EXPENSE | Twelve month extension of the 2021-23 contract with Russ Mencl to perform Quality Control Inspections for the Weatherization programs. This is a fee per service contract and the contract total may vary. The 2021-23 contract has been included for reference. |
| 2164 | 11/22/2023 | 12/05/2023 | JUVENILE COURT | CRAWFORD COUNTY | | NO | REVENUE | Out of County Bed Rental |
| 2165 | 11/22/2023 | 12/05/2023 | JUVENILE COURT | BENZIE COUNTY | | YES | REVENUE | Out of County Bed Rental |

| | | | | | | | | |
|------|------------|------------|-------------------------|--|-------------|-----|---------|--|
| 2166 | 11/22/2023 | 12/06/2023 | TREASURER | CARDCONNECT | \$69,000.00 | YES | EXPENSE | Purpose of the agreement with Cardconnect is to process credit card transactions initiated through RecTrac (Parks and Recreation's new point-of-sale software purchased from Vermont Systems with the Recreation Management Software). Cardconnect which is a Fiserv/First Data company is the Acquirer/Processor that works with RecTrac. The Treasurer's Office goal is to have one credit card processor for the county and recently signed an agreement with Fiserv to be the processor for the majority of the departments in the county. By entering into the agreement with Cardconnect, we will be that much closer to meeting our goal. |
| 2167 | 11/27/2023 | 12/05/2023 | PARKS AND RECREATION | MICHIGAN DEPARTMENT OF NATURAL RESOURCES | \$50,000.00 | NO | REVENUE | To approve the Memorandum of Understanding and Agreement with the Michigan Department of Natural Resources to provide \$50,000 in funding for the design of Phase 1 of the Idema Explorers Trail through the Bass River Recreation Area. |
| 2176 | 12/08/2023 | 12/21/2023 | COUNTY CLERK | LANDSCAPE DESIGN SERVICES | \$172.00 | NO | EXPENSE | Per Michigan Law - Early voting must start the Second Saturday before any Statewide or Federal Election and be consecutive for nine days. One of our Early Vote sites will be held on the James Street Complex in the Macatawa Room. Our contract with Landscape Design Services covers snowplowing on the weekends, however shoveling and salting services are not extended to the weekend. This amendment allows for additional shoveling/salting services throughout the six weekends that we will be utilizing the Macatawa Room where shoveling/salting services may be required at \$172.00 an occurrence. There will be no fee incurred if shoveling/salting is not required (i.e. no snow event occurs). |
| 2180 | 12/19/2023 | 12/25/2023 | JUVENILE COURT | FIDELITY LANGUAGE RESOURCES | \$5,000.00 | YES | EXPENSE | Interpreter for the Juvenile Court for juvenile's and family who speak Spanish. |
| 0 | 12/07/2023 | 12/07/2023 | COMMUNITY MENTAL HEALTH | LIVING HOPE HOME CARE | | N/A | N/A | COMMON CONTRACT |
| 0 | 12/20/2023 | 12/20/2023 | COMMUNITY MENTAL HEALTH | CHERRY STREET SERVICES, INC. DBA CHERRY HEALTH | | N/A | N/A | COMMON CONTRACT |
| 0 | 12/20/2023 | 12/20/2023 | COMMUNITY MENTAL HEALTH | COMMUNITY LIVING SERVICES | | N/A | N/A | AMENDMENT |

| | | | | | | | | |
|---|------------|------------|------------------------------|---|--|-----|-----|-------------------------|
| 0 | 12/20/2023 | 12/20/2023 | COMMUNITY MENTAL HEALTH | EQUITABLE LEARNING | | N/A | N/A | AMENDMENT |
| 0 | 12/20/2023 | 12/20/2023 | COMMUNITY MENTAL HEALTH | HOPE COLLEGE FROST CENTER FOR DATA AND RESEARCH | | N/A | N/A | GRANT AGREEMENT |
| 0 | 12/20/2023 | 12/20/2023 | COMMUNITY MENTAL HEALTH | LANDMARK RECOVERY | | N/A | N/A | COMMON CONTRACT |
| 0 | 12/20/2023 | 12/20/2023 | COMMUNITY MENTAL HEALTH | LOVE YOUR NEIGHBOR | | N/A | N/A | GRANT AGREEMENT |
| 0 | 12/20/2023 | 12/20/2023 | COMMUNITY MENTAL HEALTH | MICHIGAN REHABILITATION SERVICES | | N/A | N/A | TRANSFER AGREEMENT |
| 0 | 12/20/2023 | 12/20/2023 | COMMUNITY MENTAL HEALTH | TRI | | N/A | N/A | SERVICE AGREEMENT |
| 0 | 12/20/2023 | 12/20/2023 | OTTAWA COUNTY CLERK/REGISTER | GEORGETOWN CHARTER TOWNSHIP | | N/A | N/A | LICENSE AGREEMENT |
| 0 | 12/07/2023 | 12/07/2023 | COMMUNITY MENTAL HEALTH | PIONEER RESOURCES | | N/A | N/A | MHEF AGREEMENT |
| 0 | 12/07/2023 | 12/07/2023 | COMMUNITY MENTAL HEALTH | DALE BIRD | | N/A | N/A | GRANT AGREEMENT |
| 0 | 12/07/2023 | 12/07/2023 | COMMUNITY MENTAL HEALTH | ALVAL BY THE LAKE | | N/A | N/A | COMMON CONTRACT |
| 0 | 12/18/2023 | 12/18/2023 | COMMUNITY MENTAL HEALTH | NEUROBEHAVIORAL HOSPITAL | | N/A | N/A | SINGLE CASE AGREEMENT |
| 0 | 12/18/2023 | 12/18/2023 | COMMUNITY MENTAL HEALTH | NETWORK 180 | | N/A | N/A | REIMBURSEMENT AGREEMENT |
| 0 | 12/18/2023 | 12/18/2023 | COMMUNITY MENTAL HEALTH | HAVENWYK HOSPITAL DBA CEDAR CREEK HOSPITAL | | N/A | N/A | SERVICE AGREEMENT |
| 0 | 12/18/2023 | 12/18/2023 | COMMUNITY MENTAL HEALTH | COMMUNITY ACTION HOUSE | | N/A | N/A | GRANT AGREEMENT |

58th District Court



2023 Annual Report

<http://miottawa.org/Courts/58thDistrict>

Honorable Bradley S. Knoll, Chief Judge

Honorable Craig E. Bunce

Honorable Judy K. Mulder

Honorable Juanita F. Bocanegra

The Judges of the 58th District Court



**Honorable Bradley S. Knoll,
Chief Judge, Holland District Court**



**Honorable Craig E. Bunce
Grand Haven District Court**



**Honorable Judy K. Mulder
Hudsonville District Court**



**Honorable Juanita F. Bocanegra
Holland District Court**

58th District Court

OUR VISION

Be sensitive and responsive to the needs of a diverse community.

Develop and maintain the highest level of services to the public and legal community to effectively and efficiently use public resources.

Utilize technology that will assist court personnel to increase citizen access and convenience to the court.

Promote a safe community, identify areas where intervention is necessary, network with other departments and agencies to persuade behavior change.

Recruit and maintain the highest quality staff, provide training, resources and support to meet the needs of internal and external customers.

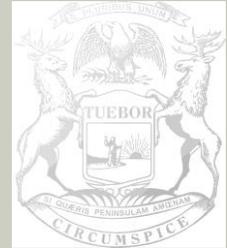
Insure that court procedures and structures best facilitate the expedient and economical resolution of matters before the court.

Share important management information with staff through quality communication.

Refine procedures and facilities that provide a secure environment for public and staff.

Promote innovative ways of resolving problematic issues facing the courts service to the public.

Continue to promote and investigate therapeutic and problem solving techniques for defendants and litigants.



Our Mission

The mission of the 58th District Court is to interpret and apply the law with fairness, equality and integrity and promote public accountability for improved quality of life in Ottawa County.

[OUR COURT]

The 58th District Court Judges and staff are committed to and take pride in serving Ottawa County justly and with sincerity. The District Court is equally committed to continuous improvement through organizational and process review and implementation of innovative ideas. This mission is accomplished through regularly scheduled Judges meetings, staff meetings and leadership team meetings.

Each of our three court locations is staffed by a Chief Clerk, Court Recorders and staff assigned to one of four divisions: Criminal, Traffic, Civil and Probation. Court staff is responsible for daily tasks including processing documents, receipting for and disbursing payments, scheduling hearings, responding to public inquiries, providing oversight and drug testing defendants and managing every case filed in the Court.

District Court also employs one attorney magistrate and two part time magistrates. The magistrates are appointed by the Chief Judge and are authorized under statute to conduct informal hearings on traffic citations, issue search and arrest warrants, conduct arraignments, set bonds, accept some criminal pleas and conduct small claims hearings. Along with all four Judges, the

In 2023, Court staff opened and processed over 47,000 cases, entered over 46,000 dispositions and receipted for nearly \$5.75 million dollars.

magistrates also serve nights and weekends on a rotating basis to authorize after hour search or arrest warrants and perform marriages. In 2023, the Court performed 438 marriages.

The Court would like to express gratitude and appreciation to all of the District Court staff for their dedication and hard work. Without them, the Court would not be able to provide exceptional service to our community.

Our Judges and staff are extremely proud and honored to serve the citizens of Ottawa County in a manner that inspires trust and confidence in the judiciary.

2023 Major Initiatives

◆ *Implemented several major criminal justice legislative reforms including coming into compliance with the Clean Slate Legislation. This project involved 85 hours of programming time to ensure the Court's case management program was compliant and 250 hours of court staff overtime, all of which was 100% reimbursed by the Michigan Supreme Court.*

◆ *Participated in Active Assailant drills and training at the Courthouses conducted by the Ottawa County Sheriff's Department to increase the safety of our citizens and staff.*

◆ *Continued the process to replace the Court's current case management system from 1987 and transition to the Michigan Supreme Court's JIS case management system as well as working towards the implementation of a new Probation/Community Corrections case management system.*

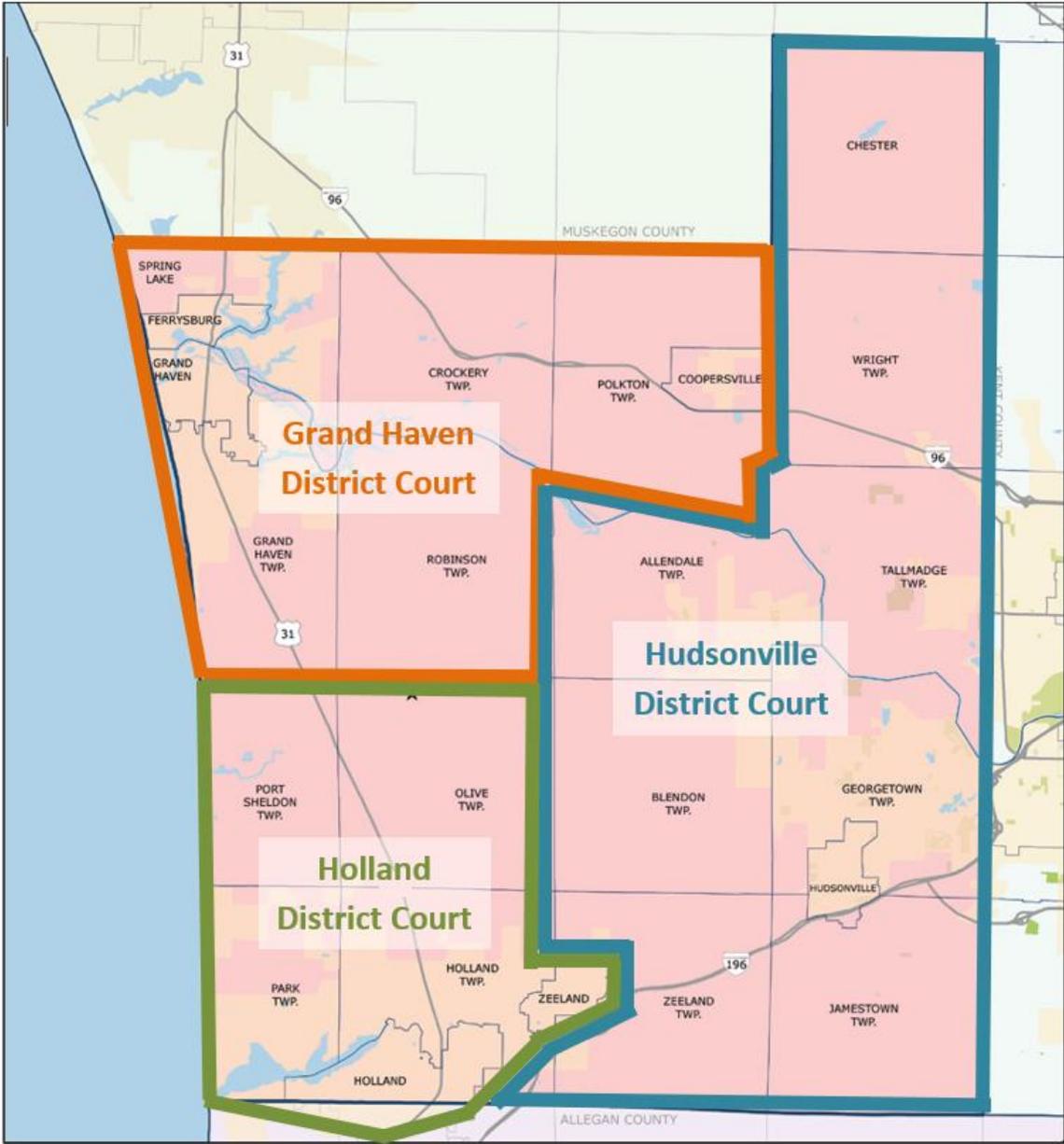
58th District Court Organizational Chart



District Court Venues

The venue lines of the three locations of the 58th District Court are established pursuant to a Local Administrative Order (LAO) signed by the Chief Judge and approved by the State Court Administrative Office of the Michigan Supreme Court.

Pursuant to that LAO, cases arising in Ottawa County are filed either in the Grand Haven, Holland or Hudsonville locations based on the municipality of where the incident occurred or the cause of action arose. Additionally, Holland District Court’s jurisdiction includes the portion of Holland City located in Allegan County pursuant to MCL §600.8101.



OTTAWA COUNTY, MI

Prioritizing the Safety and Security of Staff, Citizens and Courthouses



The Court closed the Holland Courthouse in April and the Grand Haven Courthouse in September so all court staff could participate in Active Assailant drills and training presented by the Ottawa County Sheriff's

Department. This training offers critical, thought-provoking strategies and guidance to ensure staff and citizens visiting our courthouses are as safe and secure as possible. This training and the subsequent debriefs are also critical in ensuring appropriate facilities modifications and emergency notifications are updated, planned for and implemented.

Leading through Continuing Education

In an effort to better serve our community, all District Court staff are required to attend different professional courses and workshops throughout the year. These sessions are often with other County justice related departments and community agencies and are focused on determining the best way to collaborate and leverage collective resources to maximize services to our constituents. Court staff also elect to take additional coursework on various critical topics like leadership to help them grow in their professional skills and improve service to our community.

In FY23, the 58th District Court received \$517,550 in grant funding from the state of Michigan

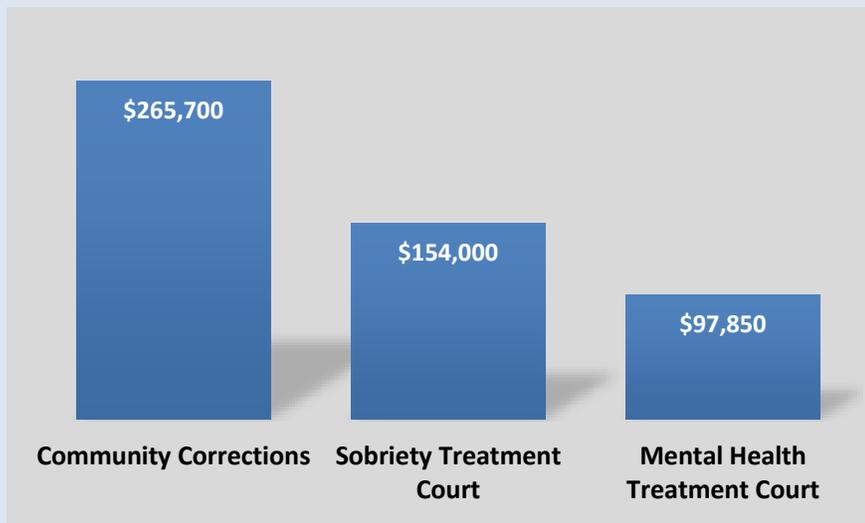


In 2023, the Court continued its longstanding tradition of seeking out and being awarded over a half of million dollars in grant funds from the state of Michigan. These grant dollars primarily fund all of the operations and programmatic needs of the Court's Mental Health Treatment Court, all four Sobriety Treatment Courts as well as felony pretrial release supervision through the 58th District Court Probation and Community Corrections Department.

These specialty problem solving courts and programs are critical in appropriately and effectively handling the Court's high risk and high needs cases by leveraging evidence based best practices proven to reduce recidivism and provide highly effective jail alternatives and treatment to nonviolent offenders with substance use disorders and mental illnesses.



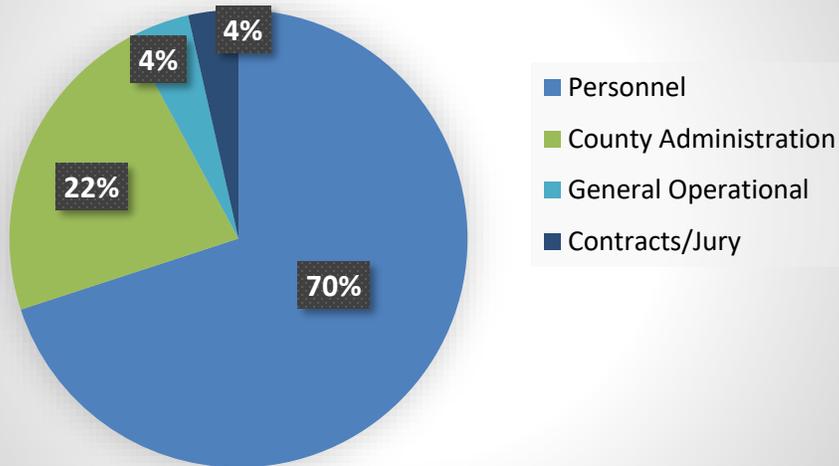
2023 District Court Emerging Leaders Program Graduates



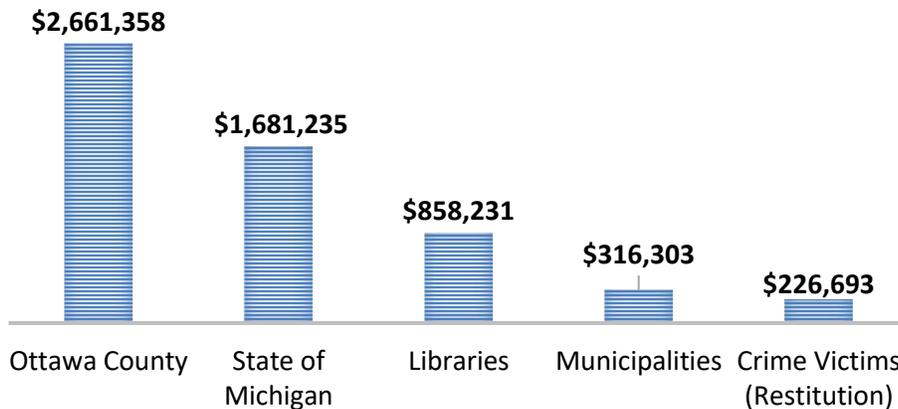
Expenses

FY23 District Court Operating Costs

**Total FY23 Expenditures:
\$7,127,603**



DISTRIBUTION OF REVENUE

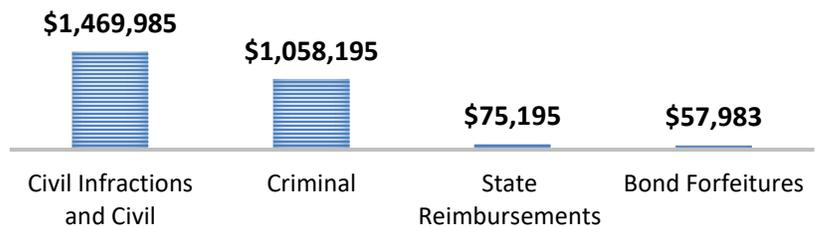


Revenue

In FY23, District Court collected nearly \$5.75 million in revenue.

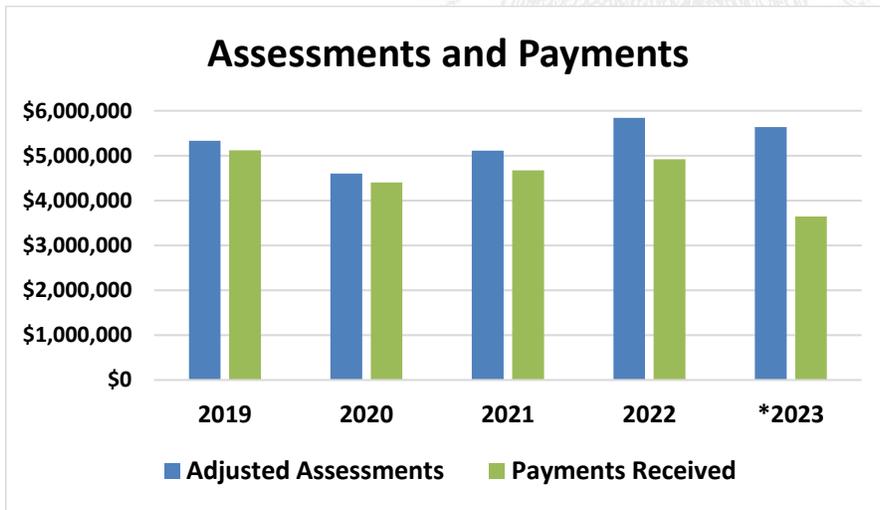
Ottawa County also received state reimbursements of \$557,518 in the Court Equity Fund and an additional \$446,034 in the Judges Standardization Fund in FY23 to help fund the operations of the Ottawa County Courts.

COUNTY GF REVENUE RECEIPTED FOR IN DISTRICT COURT



Assessments and Collections

The 58th District Court takes pride in our efforts to collect assessed fines, costs and restitution and continues to be among the leaders in the state in trial court collection rates. Diligently enforcing the financial sanctions imposed by the Court is vital to maintaining the Court’s integrity and credibility by ensuring appropriate compliance with the Court’s orders. Moreover, successful collection efforts increase County revenue while also providing restorative justice to victims and increasing citizens’ sense of security and public trust in County services and the entire judicial process.



The 58th District Court collections program is closely monitored by the State Court Administrative Office to ensure all the Court’s collection efforts are in compliance with all requirements outlined in the court rules, statutes and published performance metrics. The 58th District Court is consistently deemed

to be in compliance as a result of its comprehensive collection program.

*The overall collection rate and outstanding receivables for sanctions imposed in 2023 was 65% as of December 31, 2023. The rate is lower than collection rates from previous years because the debt assessed by the Court in late 2023 will be adjusted and collected within the first few months of 2024.

The Court is required to report our outstanding receivables by revenue code, age of debt and by case type to the State Court Administrative Office for the time period of July 1 through June 30 each year. Reported collection rates are noted in the table to the right.

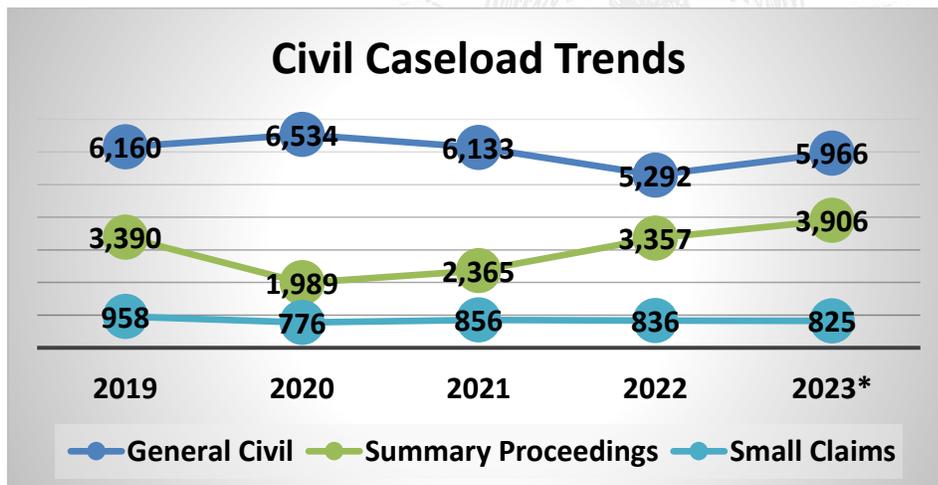
| <i>Collection Rates</i> | |
|-------------------------|---|
| Sanctions Assessed | Sanctions Collected as of June 30, 2023 |
| 2018 | 94% |
| 2019 | 96% |
| 2020 | 96% |
| 2021 | 92% |
| 2022 | 84% |

Caseload Trends

CIVIL CASES IN THE 58TH DISTRICT COURT

The District Court’s general civil jurisdiction covers disputes where money judgments are sought in an amount not exceeding \$25,000 for conduct alleged to be tortious, in breach of contract or otherwise in violation of civil law. Parties may also file claim and delivery actions in the District Court seeking to recover personal property.

The District Court’s jurisdiction includes cases brought under the Summary Proceedings Act. These special proceedings provide for the prompt resolution of disputes between landlords and tenants relating to the payment of rent or other terms of the rental agreement. Parties seeking the repossession of real property following mortgage foreclosure or forfeiture of land contracts will also normally employ the expedited procedures set forth in the summary proceedings statutes. The District Court exercises both legal and equitable powers in adjudicating and enforcing the rights of parties to these actions.



Small claims proceedings also fall within the District Court’s exclusive jurisdiction. In civil actions where money judgments are sought for no more than \$7,000 beginning January 1, 2024, the parties may agree to the more informal procedures under the Small Claims Act.

*The Court officially reports caseload numbers in February each year to the Michigan Supreme Court and thus the 2023 numbers contained in this report are projected 2023 numbers.

Small Claims trials may be held before a judge or magistrate. There is no right to a trial by jury, representation by an attorney or appeal of a judgment entered by the judge. A party sued in small claims court may elect to remove the case to the general civil docket to preserve those rights. A trial in small claims court is a more informal procedure with relaxed rules of pleading and evidence. The goal of the judge or magistrate is to arrive at a prompt decision that provides “substantial justice” for the litigants.

In many civil cases brought in the District Court, one or more parties are not represented by an attorney. The District Court staff is well trained to provide courteous procedural assistance to these unrepresented litigants without giving legal advice. Additionally, small claims and summary proceedings actions require a higher degree of staff time in preparing and processing, summons, arranging for service of process and preparation of judgments than in cases brought in the regular civil docket where more of the responsibilities fall on the parties or their attorneys.

Criminal Cases in the District Court

Search and Arrest Warrants:

All criminal cases originate in the district court in Michigan. Moreover, the district court is often involved early in the criminal investigation process since all search warrants are issued by district court magistrates or judges. Search warrants are commonly issued after business hours to obtain a blood sample from a person suspected of operating under the influence of alcohol or drugs who have refused to voluntarily submit to a chemical test. Thus, assigned judges and magistrates are available on a 24/7 basis, 365 days a year to receive and rule on search warrant requests. All judges and magistrates are equipped to review and issue search warrants electronically from various locations in the county. This procedure avoids the delay and inconvenience of requiring law enforcement personnel to travel to the judge's or magistrate's home to obtain an afterhours warrant. Search warrants are also issued to assist law enforcement in the investigation of drug, sex and other offenses by authorizing the search of homes, vehicles, computers and mobile electronic devices.

Arrest warrants are issued by district court judges and magistrates if authorized by the prosecuting official and upon sworn testimony establishing probable cause. Such warrants may be issued prior to an arrest or following a warrantless arrest by police where the prosecution authorizes the complaint. When issuing an arrest warrant, the judge or magistrate may allow a defendant to post bond and be released prior to his or her first court date. Alternatively, the judge may require that no release take place prior to the initial court appearance.

Arraignment:

Following a warrantless arrest, a criminal complaint must be filed with the district court after being sworn to by law enforcement and authorized by the prosecutor. The defendant will then be arraigned before a district court judge or magistrate or bond will be set within 24 hours of the arrest. If a warrant is authorized prior to arrest, arraignment is required in the district court following the defendant being taken into custody. In most misdemeanor cases, a criminal charge can also be initiated by law enforcement without a sworn complaint by issuance of a citation to the defendant with instructions to appear in court on the next regularly scheduled arraignment day. In any of these situations, defendants appear in the district court in person or by video for purposes of arraignment where they are notified of the nature of the charges and possible penalty along with their constitutional trial rights. The defendant is also advised of the right to counsel including, where appropriate, the right to a court appointed attorney.

The court will also consider whether a defendant qualifies for pre-trial release and what type of bond or bond conditions may apply. In felony or domestic violence misdemeanor cases, the courts' probation department completes a bond screen for the judges' review before arraignment. The bond screen process provides the court with a detailed history of the defendant including past criminal behavior, employment and family information, mental health and substance abuse history. The judge uses this information to balance the general right of an incarcerated defendant to be free on bail with the risk of flight or risk to public safety if released on bail.

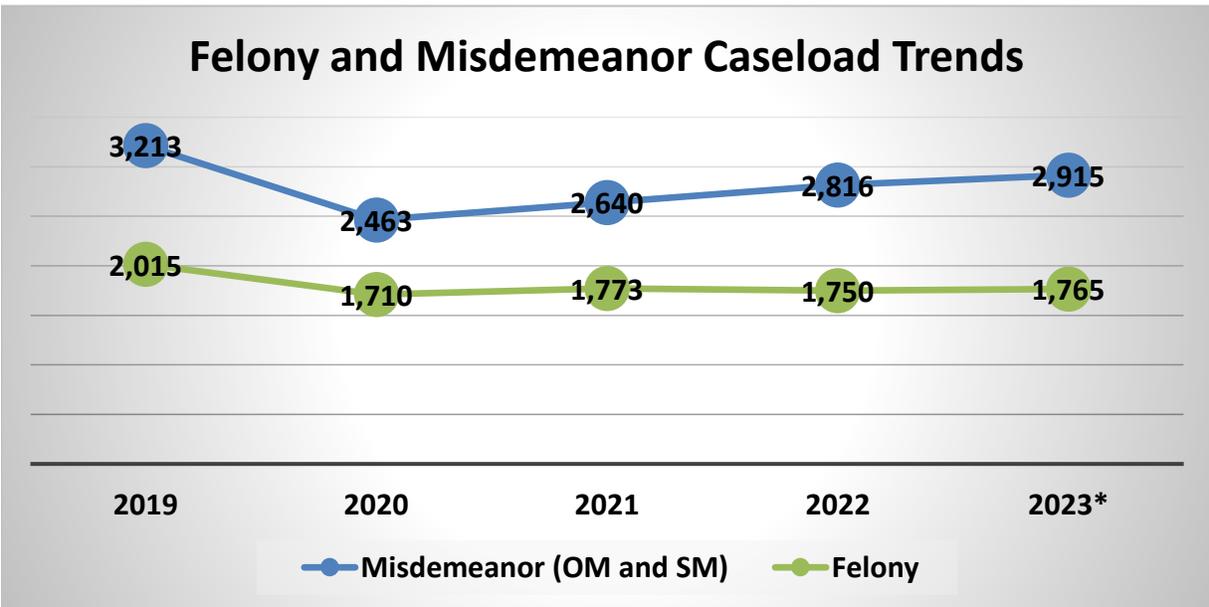
Misdemeanor Cases:

Misdemeanor cases will then proceed to trial or sentencing in the district court following entry of a plea by the defendant. Defendants convicted of misdemeanor charges following trial or guilty plea may be sentenced immediately. However, in many cases constitutionally guaranteed victims’ rights will require an adjournment so that the victim will have an opportunity to appear and make a statement at sentence. The court must order restitution to a victim as part of its sentence. Sentencing options include the imposition of jail, fines, court costs, restitution, substance abuse or mental health counseling, community service, vehicle immobilization, driver’s license suspension, deferred sentencing and/or participation in a treatment court.

Felony Cases:

The ultimate disposition of any offense that carries a maximum incarceration of more than one year in jail occurs in the circuit court. Prior to such a case being transferred or “bound over” to the circuit court, however, arraignment and preliminary examination are scheduled in the district court. At a preliminary examination the prosecutor is required to submit evidence that convinces a district court judge that “probable cause” exists to believe the defendant has committed a felony before the case will be sent to the circuit court for trial.

Changes enacted by the Michigan Legislature in 2014 added a requirement of a “probable cause conference” prior to the preliminary examination and also broadened the authority of a district court judge to accept felony pleas of guilty before a case is sent to circuit court for sentencing. Both of these procedures were already in place in the 58th District Court but are now mandated on a state basis.



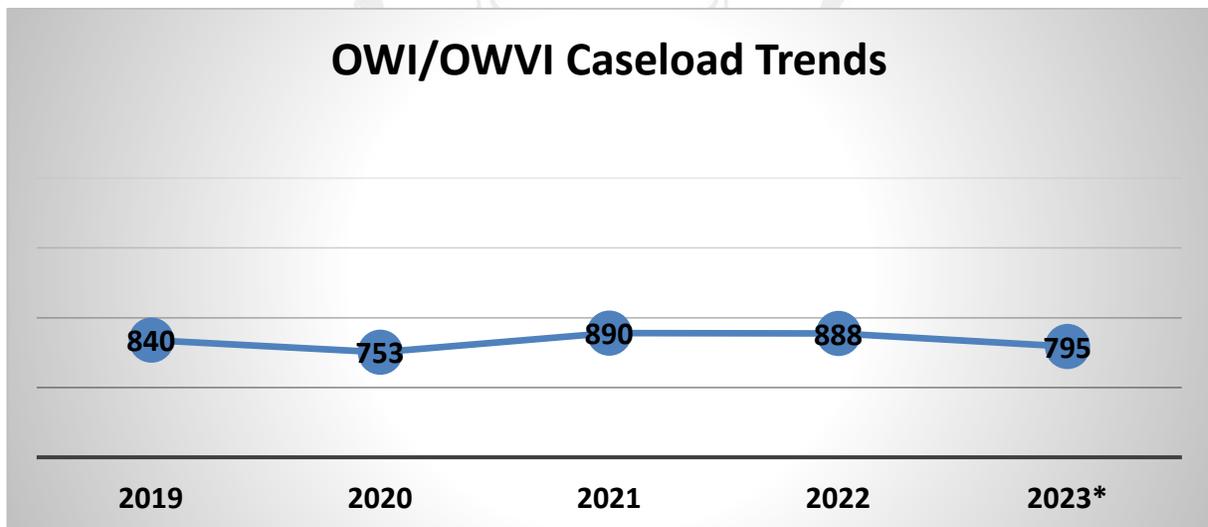
*The Court officially reports caseload numbers in February each year to the Michigan Supreme Court and thus the 2023 numbers contained in this report are projected 2023 numbers.

Operating While Intoxicated

Operating while intoxicated offenses involve a broad range of offenses brought under state statutes or municipal ordinances. Traditional charges of “drunk driving” involve allegations that a person has operated a motor vehicle while under the influence of alcohol or while visibly impaired by alcohol. Operating while intoxicated offenses now include charges of operating with an unlawful blood alcohol (.08%), operating with a high blood alcohol level (.17%) or a minor operating with an unlawful blood alcohol level (.02-.07%). The statutes also prohibit operation of a motor vehicle under the influence of a controlled substance, operating while impaired by a controlled substance or operation of a motor vehicle with any level of an illegal (schedule 1 and marijuana) controlled substance in a person’s body. Operating while intoxicated charges may involve aggravating circumstances which include operating with a minor passenger, offenses charged as a second or third offense, or operating while intoxicated causing death or serious injury. Some of these aggravating circumstances may elevate the offense from a misdemeanor to a felony level offense.

Despite the expansion of offenses chargeable as operating while intoxicated, the court has seen a general downward trend in charged offenses over the past three years.

Given the danger to the community posed by persons who operate while intoxicated, the court and probation department diligently monitor these people through various levels of intervention including the Sobriety Treatment Court, Intensive Supervised Probation and use of alcohol detection technology. This technology includes the use of automobile interlock devices, 24 hour alcohol monitoring devices which are used to monitor abstinence along with the traditional techniques involving random home checks and mandatory drug and alcohol testing at the court. The court also oversees referral to substance abuse therapy including 12 step programs. Violations of court mandated abstinence or therapy will result in probation violation complaints with the violator facing jail time and potential revocation of probation.

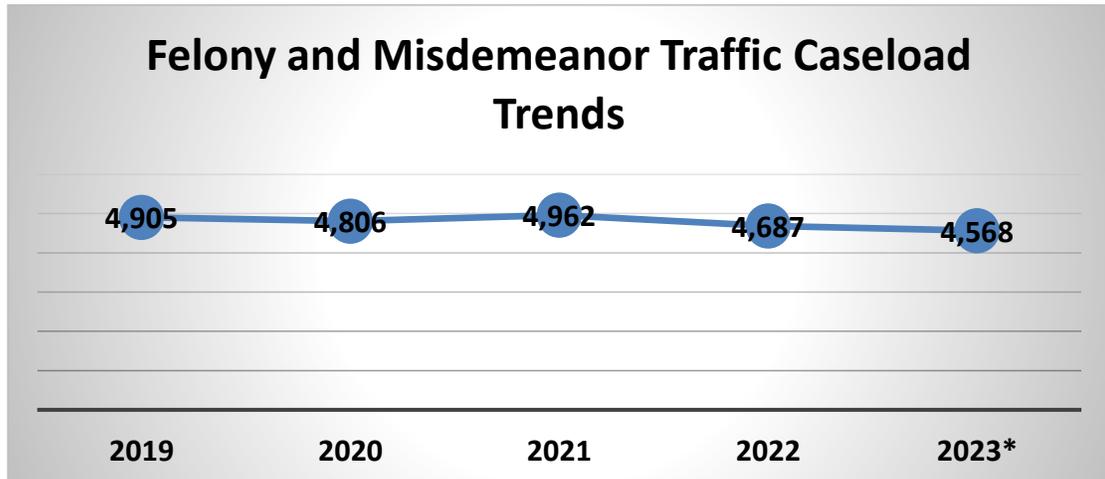


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Criminal Traffic Docket

FELONY AND MISDEMEANOR TRAFFIC

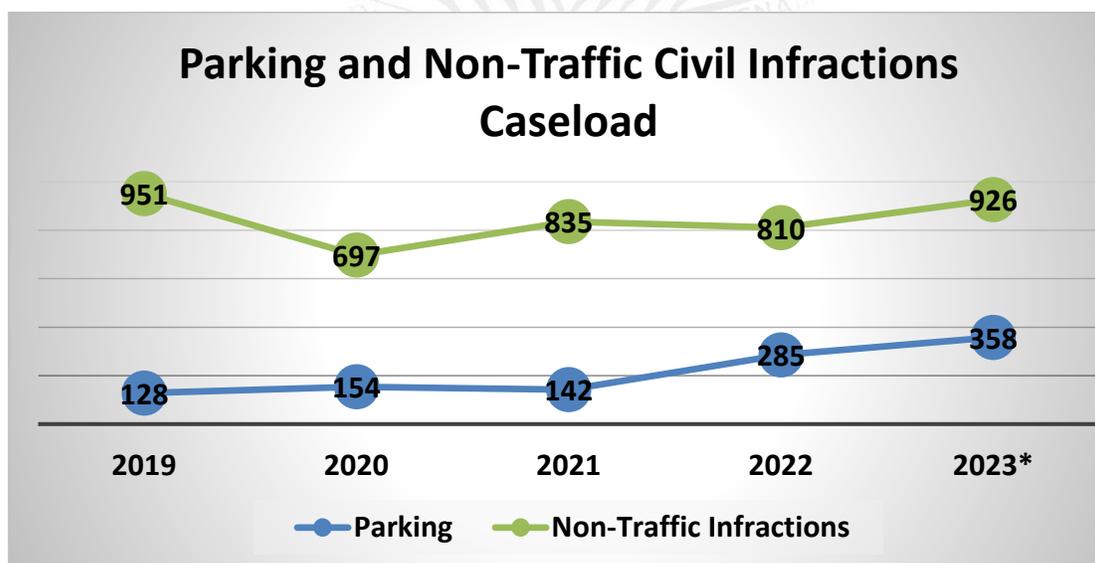
Criminal traffic offenses include such offenses as reckless driving, open intoxicants in a motor vehicle, driving while your license is suspended, no insurance, expired plates and failing to stop after involvement in a motor vehicle accident.



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NON TRAFFIC CIVIL INFRACTIONS AND PARKING VIOLATIONS

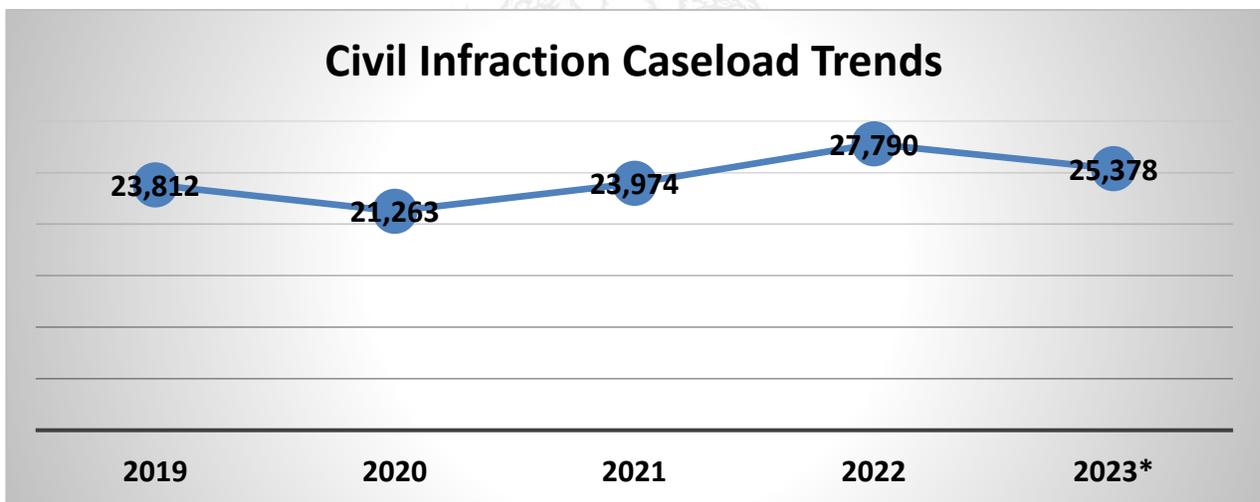
District Court also processes and receipts for payments on many parking violations and other non-traffic offenses. Some of the most common non-traffic offenses include barking dog, dog at large, property code violations, noise/nuisance violations, watercraft offenses and state park offenses.



*The Court officially reports caseload numbers in February each year to the Michigan Supreme Court and thus the 2023 numbers contained in this report are projected 2023 numbers.

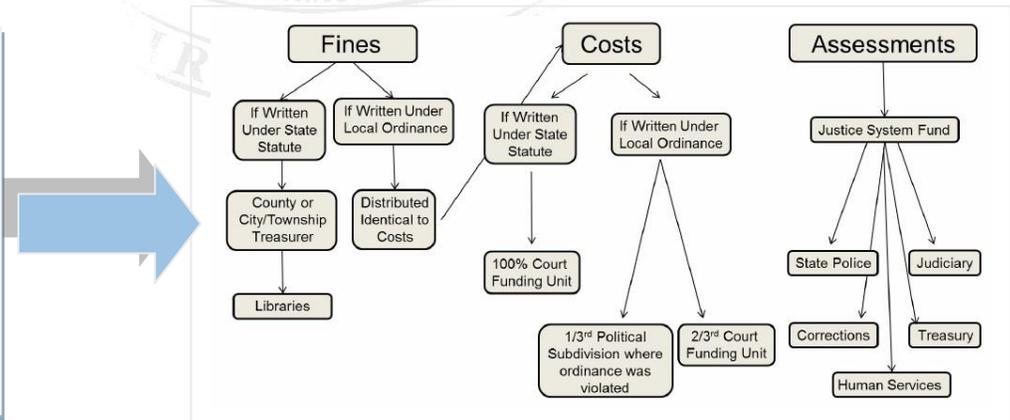
Civil Infraction Violations

Most violations of the Michigan Vehicle Code are civil infractions which generally do not carry a jail penalty, the most commonly cited offense being speeding. A civil infraction can be charged under state statute or a local ordinance by a municipality. A person charged with a civil infraction can admit responsibility for the infraction, pay their fine online or mail their fine to the District Court. A person may request an informal or a formal hearing if they deny responsibility for the infraction. At an informal hearing the evidence is presented to a magistrate without a prosecuting attorney present. At a formal hearing, the evidence is presented by a prosecuting attorney to a district court judge. The defendant may be represented by an attorney to present the defendant's case. A defendant may appeal their case to a formal hearing if they are found responsible at an informal hearing.



*The Court officially reports caseload numbers in February each year to the Michigan Supreme Court and thus the 2023 numbers contained in this report are projected 2023 numbers.

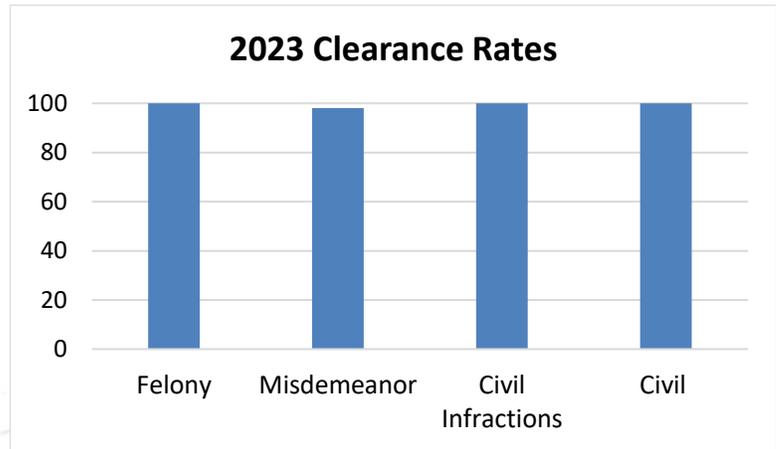
How does revenue from traffic related civil infractions get distributed?



Case Clearance Rates and Case Age

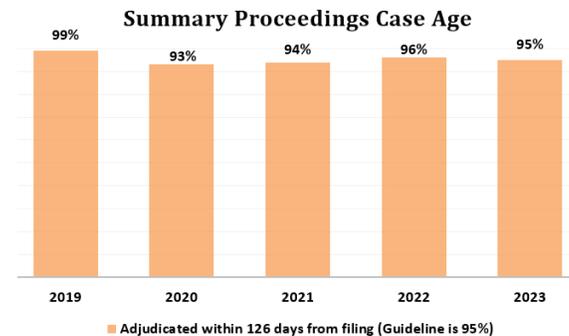
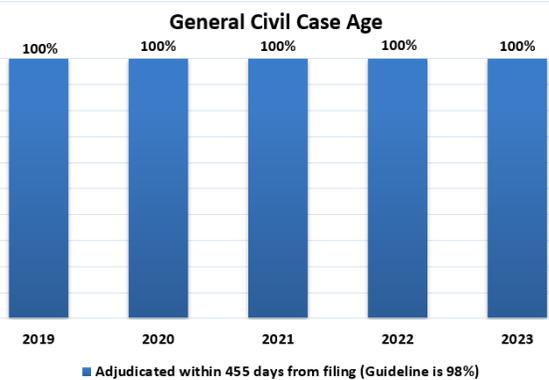
Clearance Rates*

Clearance rates compare the number of dispositions and the number of cases filed. Clearance rates naturally fluctuate above and below 100% and represent a key performance measure to gauge whether the Court is keeping up with its caseload. In 2023, the 58th District Court continued to observe excellent clearancerates.

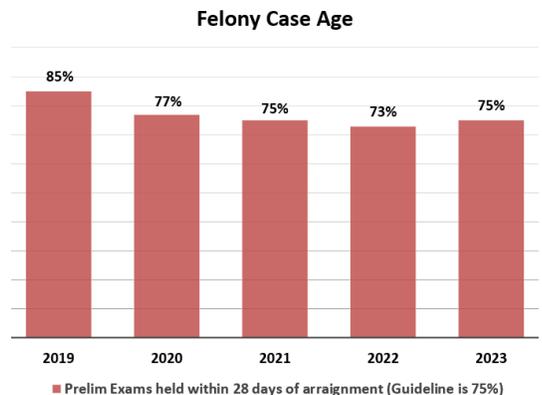
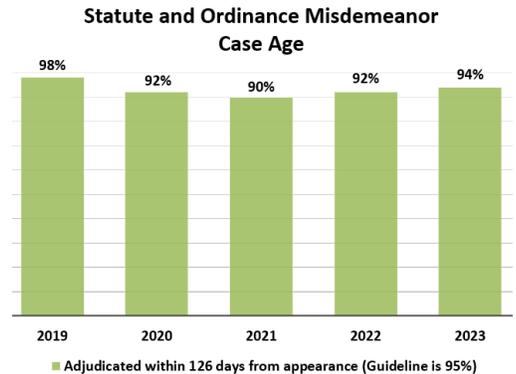


Age of Caseload*

Measuring the age of active pending and disposed cases is fundamental to promote access to justice by ensuring the Court is processing and disposing of cases in a timely manner. The 58th District Court continues to meet or exceed the case age guidelines set by the Michigan Supreme Court for each case type category. Our judges, management team and clerks continue to engage in process improvement to help ensure these guidelines are met while also giving appropriate consideration necessary to provide procedural and substantive due process in each individual case.



Case age is a critical performance metric to ensure all cases are scheduled and resolved in a timely manner thereby promoting fundamental access to the Court and ensuring due process.



*The Court officially reports Clearance Rates and Case Age in February each year to the Michigan Supreme Court and thus the 2023 numbers contained in this report are projected 2023 numbers.

The mission of the 58th District Court Probation and Community Corrections Department is to enhance public safety by enforcing court orders while holding offenders accountable by utilizing services and resources.

Reports, Screens and Assessments:

Bond screens are conducted to assist the Court in setting bond at the initial court appearance for an offender. This screening provides information to the judge on factors such as the defendant's criminal and substance abuse history, mental

health, record of court appearances, the seriousness of the offense and ties to the community.

The bond screen is then considered by the judge to determine the defendant's threat to the community if released as well as their likelihood of returning to Court for future proceedings. The bondscreen also provides information to assist this Court in setting bond conditions including whether no contact with the victim should be ordered and/or drug and alcohol monitoring is needed.

Following conviction, the judge may order a pre-sentence investigation. These are face-to-face interviews that a

probation officer conducts with the offender, to gain background information. Pre-sentence investigations address the severity of the offense, prior criminal history, the possibility of drug or alcohol abuse, mental health issues and the offender's attitude. Additionally, victims of the offense will be contacted and

advised of their right to speak at sentence and to have the Court determine proper restitution. The probation officer provides a written pre-sentence report to the Judge and defendant prior to sentencing. A substance abuse assessment is a normal component of a presentence report. Completed by a trained probation officer or treatment specialist, it helps to determine the offender's suitability

for substance abuse treatment and placement into a specific treatment modality/setting. This evaluation includes gathering information on current and past use/abuse of drugs, criminal history, treatment history, and familial and educational histories.

Testing and Supervision:

Probation supervision involves either the probationer reporting to their probation officer at the office for a regularly scheduled meeting or submitting to a random drug or alcohol test. Field supervision officers will, however, often visit a probationer's residence to determine if the offender is abiding by their probation order, following curfew and to monitor their home environment. The officer may request that the offender submit to a preliminary breath test or oral fluid test to check for alcohol or drug use, a search of their person or a search of their residence.

*IN 2023, A TOTAL OF 1,308
INDIVIDUALS WERE
SENTENCED TO DISTRICT
COURT PROBATION*

**58TH DISTRICT COURT PROBATION CONDUCTED:
2,263 PRE-SENTENCE INVESTIGATIONS
11,778 HOME CHECKS AND
3,869 BOND SCREENS**

MONITORING COMPLIANCE



Drug Testing Probation uses automated lab quality analyzers in each court location and has eliminated the previous practice of using pre-determined 4-panel drug “dip cards”. Staff subjectively interpreted dip card results in determining

drug use and/or sample adulteration and the 4 panel dip cards did not allow for customized drug testing for the probationer nor did they allow for alcohol testing. The system in place now allows for immediate and accurate results for several drugs while also allowing for EtG (alcohol use) testing on site.

In 2023, 33,046 samples were collected and 184,690 assays tested, of which 7,202 assays were positive (4%).

Electronic Monitoring

Continuous Alcohol Monitoring Summary (CAM) units help to ensure sobriety and compliance with probation conditions.

Remote Breath Monitoring units help to ensure sobriety and compliance with probation conditions.

Global Positioning Systems (GPS) aid in monitoring the location of defendants charged with domestic violence and sex related crimes.



ANNUAL
2023

234
TOTAL PARTICIPANTS

180
COMPLETED PARTICIPANTS

15,364
DAYS MONITORED

710,050
TOTAL READINGS

70.0%
OVERALL COMPLIANCE



ANNUAL
2023

211
TOTAL PARTICIPANTS

169
COMPLETED PARTICIPANTS

11,898
DAYS MONITORED

52,967
TOTAL TESTS

49,162
COMPLIANT TESTS



ANNUAL
2023

107
TOTAL PARTICIPANTS

84
COMPLETED PARTICIPANTS

7,286
DAYS MONITORED

10.2 MIL
LOCATION POINTS

35%
COMPLIANT PARTICIPANTS

Sobriety Treatment Programs

In May of 2023, the 58th District Court Sobriety Treatment Program in Holland celebrated 19 years of successful operation in changing lives and reuniting families. In 2014, Judge Bunce started a Sobriety Treatment Program in Grand Haven to serve the number of northern Ottawa County residents who were not able to travel to the Holland Sobriety Treatment Program. Both Holland’s and Grand Haven’s Sobriety Treatment Courts have had numerous successes throughout the years. These successes include supporting and helping participants receive treatment to maintain a drug and alcohol free life, seeing hundreds of participants successfully complete the program and obtain employment while significantly reducing recidivism rates. The Holland program was also designated as a National Academy Court for three years by the National Center for DWI Courts, in conjunction with the National Highway Traffic Safety Administration.



In October 2018, Judge Mulder started a Sobriety Treatment Program in Hudsonville to serve the number of Ottawa County residents who were not able to travel to the Grand Haven or Holland Sobriety Treatment Programs.

“As a new Judge, I decided to start a Sobriety Court. During my short time on the bench, I was surprised by the number of repeat Operating While Intoxicated cases that were presented in my Court. I am passionate about helping those repeat offenders by assisting them to make positive life changes through best practices and thereby making our community safer. Prior to becoming a Judge, I was exposed to Drug/Sobriety Courts as a representative of the team on the 20th Circuit Court. I have personally heard the testimony of many successful participants and their family members of how the program has helped change their lives. Through this experience, I became convinced that these Courts work and already have begun to see the progress in my Sobriety Court participants.” – Honorable Judy Mulder



“Making friends and actually bonding with people in the program is a huge part of it. We are all each other’s support group.” - STP Participant

Mental Health Treatment Court

On July 1, 2014, the 58th District Court established a Mental Health Treatment Court (MHTC) with grant funds. The goal of this treatment court is to balance criminal justice goals, due process rights of the offender and mental health treatment and services. This balance is achieved through the use of court and community resources to connect participants with the appropriate and individualized treatment options while maintaining accountability for the crime committed and improving the overall community and public safety.



Section 1090 (Mental Health) Treatment Court

The Mental Health Treatment Court facilitates participant engagement in individualized treatment to culminate in positive legal outcomes while promoting public safety, wellness and recovery through collaboration in a highly structured specialty court setting.

One of the primary reasons for having the Section 1090 Court is to offer more collaborative services and effective alternatives to individuals with mental health needs charged with crime. Without a Section 1090 Court, these individuals face many challenges in the criminal justice system such as having to remain in jail, potentially unable to post even minimal bail while their mental health issues go untreated.

Participants who are accepted into the Section 1090 Court have a serious mental

illness, serious emotional disturbance or a developmental disability which significantly impacts their ability to function independently, are average 17 and are charged with a non-violent offense. Once admitted into the program, participants are connected to comprehensive and individualized treatment support and services.

Holland Section 1090 Court Team Members

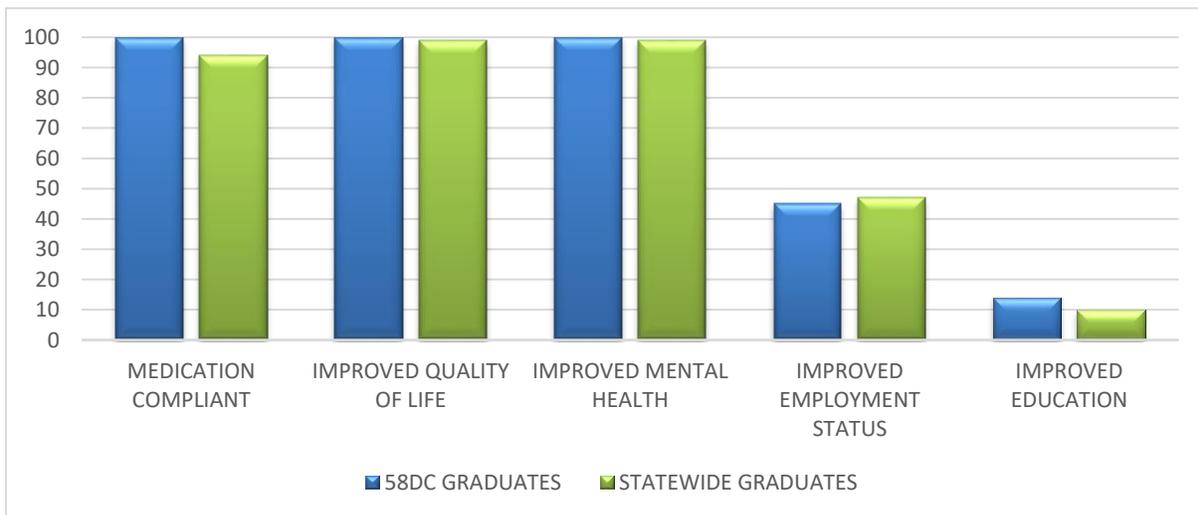
Hon. Bradley Knoll, Presiding Judge
 Tony Hutson, Case Manager
 Pepper Geiersbach, Peer Support Specialist
 Jake Jenison, Prosecutor
 Nichole Jongsma Derks, Public Defender
 Jane Patterson, Defense Attorney
 Austin Engerson, Holland Public Safety
 Michele Sampson, Ottawa County Sheriff's Department

Participant progress is

closely monitored through active and engaged case management in order to maximize the benefits of being involved in the program. Section 1090 Court also involves frequent court appearances and support groups as well as awarding various individualized

IN 2023, THERE WERE 8 SUCCESSFUL GRADUATES FROM OUR PROGRAM. THE PROGRAM AVERAGES BETWEEN 16 TO 20 PARTICIPANTS EACH YEAR.

incentives for compliant behaviors and sanctions when appropriate.



Sobriety Treatment Programs

The Sobriety Treatment Program (STP) is a four phase intervention program for adults who have pled guilty to more than one alcohol offense and who are having difficult staying clean and sober. It is a collaborative effort between the District Court, the Prosecutor's Office, the participant's attorney, community and police agencies, case management and treatment programs. By working together, the team seeks to provide a variety of programs and consistent supervision geared toward supporting and helping the participant maintain a drug and alcohol free life.

| 2023 Courtwide Program Statistics | |
|--|---------------------------|
| New Enrollments | 46 |
| Successful Discharges | 50 (91% Success Rate) |
| 12% of graduates improved their education level 52% of graduates improved employment status | |
| Hours of community service performed | 966 |
| Average days of sobriety | 312 |
| Drug of Choice | 41 Alcohol 9 Marijuana |

Successful STP graduates averaged 51 treatment hours and only 8.7 positive drug/alcohol tests during their program participation.

Program alumni serve as peer-to-peer mentors by meeting with new participants for the first few weeks in the program to ensure they feel welcome and encouraged as they work towards program goals and achieving sobriety.

The STP involves frequent court appearances, random drug and alcohol testing as well as group and individual counseling. The Court awards incentives for compliant behaviors and imposes sanctions for negative behavior. Participants who

do not comply with the rules may be placed in short-term custody, have phase advancement delayed or face a variety of other sanctions. The STP Team consists of a defense attorney to protect the rights of the participant, a prosecuting attorney who assists in reviewing the cases for legal eligibility, a case manager who provides direct supervision to the participant, a treatment provider who is responsible for educating and helping the participant and a surveillance officer who conducts home visits.

The mission of the 58th District Court Sobriety Treatment Program is to promote community safety and reduce alcohol and drug abuse through a coordinated program involving intensive supervision, judicial interaction, treatment, incentives, sanctions and accountability.

- Holland STP Team Members**
- Hon. Juanita Bocanegra, Presiding Judge
 - Alma Valenzuela, Program Director
 - Leticia Gonzalez-Ortiz, Case Manager
 - J.P. Tallent, Case Manager
 - Kevin Rahn, Case Manager
 - Jessica Dozeman, Surveillance Officer
 - Alicia Jett, Surveillance Officer
 - Lee Fisher, Prosecutor
 - Patrick Kolehouse, Public Defender
 - Abe Gonzalez, Public Defender
 - Ken Laakko, West Shore Counseling
 - Clara Mascorro, Arbor Circle
 - John Weatherwax, Holland Public Safety

- Grand Haven STP Team Members**
- Hon. Craig Bunce, Presiding Judge
 - Kendra Sheffield, Case Manager
 - Robert Krauss, Surveillance Officer
 - Lee Fisher, Prosecutor
 - Christine Tober, Defense Attorney
 - Sheila Day, Counselor
 - Lt. Nicole Hudson, Grand Haven Public Safety

- Hudsonville STP Team Members**
- Hon. Judy Mulder, Presiding Judge
 - Tracey Lehen, Case Manager
 - Terry McAlary, Surveillance Officer
 - Jay Tubergen, Prosecutor
 - Nichole Derks, Defense Attorney
 - Sean Corbin, Counselor
 - Sgt. Jeff Steigenga, Sheriff's Department

Sobriety Court Recidivism Rates

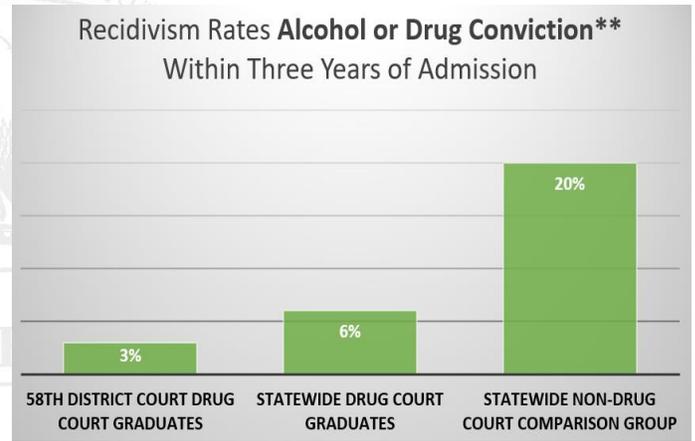
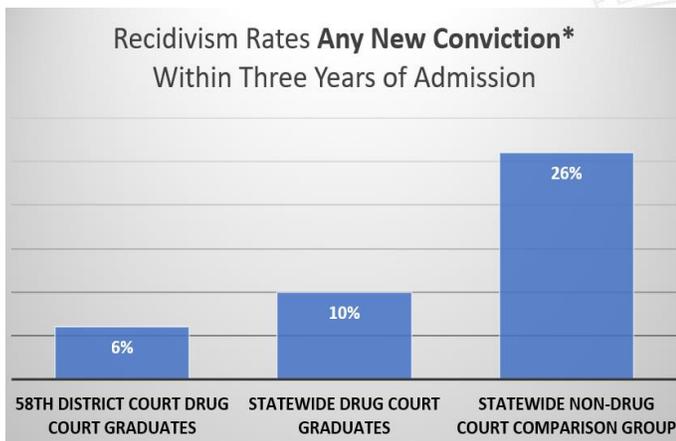
In the fall of 2023, the State Court Administrative Office (SCAO), a division of the Michigan Supreme Court, provided 2022 recidivism rates on the 58th District Court Sobriety Treatment Program. Successful graduates of Michigan drug court programs were identified using the Drug Court Case Management Information System (DCCMIS). Comparison members were selected by SCAO using the Judicial Data Warehouse (JDW) and were matched to drug court graduates on all of the following criteria:

- 1) the criminal offense type that brought the person into drug court
- 2) the number of cases in the two years prior to the matching offense
- 3) age at the time of the matching offense
- 4) gender
- 5) county of offense
- 6) court of offense and
- 7) the year range of the matching offense

To determine recidivism rates, SCAO looked at a three year time frame from when the participant was admitted into the drug court program and defined participant as an individual who was admitted and successfully completed drug court program requirements.

SCAO breaks recidivism into two components as shown in the graphs below:

- 1) Any new conviction * or
- 2) A new alcohol or drug or conviction



“Today makes 3,286! I am so forever in debt to what that court system had to offer me. One day at time, I can help make better decisions for my family and for myself. I cannot say thank you enough. I've never done anything right as an adult until I began calling that phone number every day. It really got me in "good habit" mode. Those good habits then turned into "good mediation" mode. I feel so good about not drinking today, because this moment is wonderful. 9 years! Wow! Thank you again.” – STP Graduate

***Any new conviction** measures recidivism within the categories of violent offenses, controlled substance use or possession, controlled substance manufacturing or distribution, other drug offenses driving under the influence of drugs or alcohol first offense, driving under the influence of drugs or alcohol second offense, driving under the influence of drugs or alcohol third offense, other alcohol offenses, property offenses, breaking and entering or home invasion, nonviolent sex offenses, juvenile status offenses of incorrigible, runaway, truancy, or curfew violations, neglect and abuse civil, and neglect and abuse criminal. This definition excludes traffic offenses and offenses that fall outside the above categories.

Ottawa County Community Corrections Advisory Board

The Michigan Community Corrections Act, Public Act 511 (PA 511) was established in 1988 to ease jail and prison overcrowding by improving and increasing rehabilitative

services available to non-violent, adult offenders. Pursuant to PA 511, counties must establish local Community Corrections Advisory Boards (CCABs) to develop and oversee comprehensive corrections plans. These local plans identify and establish local policy framework and practices aimed at initiating and maintaining programs and services that will help achieve measurable goals envisioned by PA 511. This includes identifying linkages with

Michigan Works! agencies, local criminal justice officials, substance abuse coordinating agencies, community health departments and other agencies to help provide cost-effective and non-duplicated services to offenders to reduce recidivism and prison commitment rates. In Ottawa County, the 58th District Court assists the Ottawa County CCAB by overseeing the programs and applying for state grant funding.

Most of the offenders enrolled in treatment-type programs are sentenced felons. Offenders with higher sentencing guideline scores, probation violators and those who have convictions for driving under the influence of drugs or alcohol account for increasing proportions of new enrollees in residential programs. Misdemeanants account for the majority of enrollments in community service programs.

By supporting appropriate use of non-prison sanctions for offenders who might otherwise be committed to prison, local CCABs have helped reduce the state prison commitment rate. The Department of Corrections Statistical Report reflects that the State's prison

2022 OTTAWA COUNTY CCAB MEMBERS

| | |
|------------------------------------|---|
| Director: | Alma Valenzuela |
| Ottawa County CCAB Members: | |
| County Commissioner | Roger Bergman |
| County Prosecutor | Lee Fisher |
| County Sheriff | Steve Kempker |
| Chief of Police | Captain Robert Buursma for Chief Matt Messer |
| District Court Judge | Honorable Craig Bunce |
| Probate Court Judge | Honorable Mark Feyen |
| Circuit Court Judge | Honorable Jon Hulsing |
| Employment & Training | Brooke Karl |
| Criminal Defense Bar | Nichole Jongsma Derks |
| Circuit Adult Probation | Heath White |
| Business Community | Paula Creswell |
| Service Areas | Matt Lowe |
| Service Areas | Timothy Piers |
| Service Areas | Heather Toppen |
| General Public | Linda Haveman |

commitment rate was 34.7% in 1989, decreased to 25% in the mid 1990's and remained relatively stable since the early 2000's. During 2003, the Department placed a renewed emphasis on the use of community-based sanctions/services for straddle cell offenders, probation violators, and parole violators to control the State's prison growth.

Ottawa County is recognized as a leader in the state with meeting and addressing the goals set forth by PA 511. With appropriate offenders, Ottawa County places an emphasis on treatment and alternative sanctions/sentences, utilizing collaboration of multiple agencies to manage offenders locally. A solid representation of agencies and members of the community prefer to support diverting appropriate offenders from prison and jail. This effort promotes accountability, reduction in criminal/delinquent behavior and supports an environment for change.

The hard work support, and collaboration of the Ottawa County CCAB and community partners establish Ottawa County as a great place to reside. It is a safer community with healthier families.

Community Correction Programs

Ottawa County Community Corrections has a comprehensive plan designed to improve jail utilization, reduce admissions to prison and improve the local criminal justice system.

In 2023, there were 651 new felony enrollments in the Pretrial Supervision Program, a 7% increase from 2022. Programs include the following:

Cognitive Behavioral Therapy (CBT)

Moral Reconciliation Therapy (MRT) is a cognitive-behavioral counseling program that combines education, group and individual counseling, and structured exercises designed to foster moral development in treatment-resistant clients.

82% of participants who graduated from the MRT program in 2023 did not commit a new offense.

The release decision of 88% of the defendants assessed matched the recommendation made by the bond screen assessors.

Bond Risk Assessment (BRA)

This program includes an evidence based risk assessment of offenders who are incarcerated and charged with a new felony offense. The assessment helps determine appropriate level of bond and pretrial supervision.

Substance Abuse Testing (SAT)

This program is for felons on pretrial and post adjudication supervision where a risk assessment suggests a substance use disorder.

97% of defendants who completed the SAT Program successfully had no more than two positive drug tests, from new use, during the program.

65% of defendants who underwent OAR assessments in 2023 secured release pending case disposition.

Offender Assessment and Referral (OAR)

This program provides a thorough assessment of incarcerated probation violators and felony offenders awaiting sentencing. The results are used to develop treatment plans and recommendations for available services.

Pre-Trial Supervision (PTS)

Pretrial release decisions balance the due process rights of those accused of crime with maintaining the integrity of the judicial process by securing defendants appearance for trial and protecting the community from danger. The law favors the release of defendants pending adjudication of charges and as such the judge must consider whether to release a defendant on personal recognizance or with bond conditions or detain a defendant in jail at pretrial bond hearings. Deprivation of liberty pending trial can be harsh and subject defendants to economic and psychological hardship, can interfere with their ability to defend themselves and, in many instances, deprives their families of support. Focused pretrial supervision is an excellent way to minimize harm while mitigating risks by monitoring non-violent felony defendants released pending trial. Pretrial supervision focuses on tailoring specific release conditions to each individual defendant's risks and needs related to public safety while also ensuring appearances at future court proceedings. For example, all pretrial released defendants receive text reminders of their next court appearance which has proven to be an extremely effective method to improve appearance rates. Other common pretrial supervision conditions include regular check-ins (home and office), drug and alcohol testing and various other forms of electronic monitoring.

91% of defendants on Community Corrections funded supervision who were discharged between October 1, 2022, and September 30, 2023, appeared for **all** scheduled court appearances and were **not** charged with a new criminal offense before adjudication.

Court Services Division

The Community Service Work (CSW) and the Jail Alternative Work Services (JAWS) programs are utilized by the 20th Circuit Court and 58th District Court as an alternative to incarceration for non-violent felons and misdemeanants, resulting in more effective use of the County jail space. Both programs may also be utilized for the following situations:

- As a sanction to a probation violation of the court order or administrative sanction
- When the Judge feels that offenders should be giving something back to the community
- It is mandatory sentencing for Drunk Driving 3rd Offense, i.e. 360 hours or 60 days
- As an alternative to paying court fines and costs
- As motivation for offenders to find a job
- For Drug and Sobriety Court participant sanctions.

In 2023, nearly 14,600 court ordered hours of community service and JAWS were completed benefitting our community a total labor value of \$147,379 in services performed.

Jail Alternative Work Services (JAWS) 2023 Program Highlights:

| | |
|---|----------|
| New Enrollees | 364 |
| JAWS Crew Worked | 60 |
| Days Worked | 36 |
| Average Offenders per Crew | 11 |
| Hours Provided | 4,620 |
| Value of Service (based on minimum wage of \$10.10/hour) | \$46,662 |
| Success Rate (hours ordered versus hours actually worked) | 87% |

Mulligan's Hollow Ski Bowl weeding and trash pick-up in City of Grand Haven



Graffiti cleanup at Covenant Life Church

Community Service Work (CSW) 2023 Program Highlights:

| | |
|--|-----------|
| New Enrollees | 234 |
| Worksites | 40 |
| Completed Hours | 9,972 |
| Full Time Employee Equivalent | 4.8 |
| Value of Service (based on minimum wage of \$10.10/hour) | \$100,717 |

Northern/Western Ottawa County

American Legion ♦ Chamber of Commerce ♦ City of Grand Haven ♦ Coast Guard Office ♦ Conservation District ♦ Covenant Life Church ♦ Family Promise of the Lakeshore ♦ Grand Haven Church of God ♦ Grand Haven Department of Public Works ♦ Grand Haven Township Fire Department ♦ Grand Haven State Park ♦ Harbor Humane Society ♦ Hope Reformed ♦ International Aid ♦ Love In Action ♦ Loutit Library ♦ Ottawa County Facilities/Maintenance ♦ Ottawa County Parks and Recreation ♦ Spring Lake Cemetery ♦ Spring Lake Library ♦ Spring Lake Presbyterian ♦ Spring Lake Wesleyan ♦ St. Mary's Church ♦ St. Patrick's Catholic Church ♦ United Methodist Church of the Dunes ♦ YMCA

Eastern Ottawa County

Allendale Fire Department ♦ Allendale Goodwill ♦ Allendale Township Library ♦ Barnabas Ministries ♦ Berlin Fair ♦ Blendon Township ♦ Blessing Resale ♦ Chester Township ♦ City of Hudsonville ♦ City on a Hill ♦ Coopersville DPW ♦ Coopersville Library ♦ Coopersville VFW ♦ Corpus Christi Catholic Church ♦ Fishers of Men ♦ Georgetown UMC ♦ Grace Bible Fellowship ♦ Jamestown Township ♦ Jenison Goodwill ♦ Indian Trails ♦ Laurels ♦ Love, INC. ♦ Marne Cemetery ♦ Mel Trotter Ministries ♦ Patmos Library ♦ Polkton Township ♦ Sheldon Meadows ♦ St. Vincent de Paul (Formerly Knights of Columbus) ♦ WCET-TB ♦ WTLJ Allendale

Ottawa County Community Service Worksites

Southern/Western Ottawa County

70X7 Life Recovery ♦ Africa's Child ♦ Boys and Girls Club ♦ Building Men for Life ♦ Casa del Rey ♦ Central Wesleyan Church ♦ City of Holland ♦ Community Action House ♦ Community Action House Store ♦ Cornerstone Tabernacle ♦ Eight Day Farm ♦ Evergreen Commons Adult Day Care ♦ Fellowship Reformed Church ♦ First Assembly of God ♦ Fulfilling Life Ministries ♦ Harbor House ♦ Harderwyk Church ♦ Holland Alano Club ♦ Holland City Hall ♦ Holland Civic Center ♦ Holland Community Center ♦ Holland Community Kitchen ♦ Holland Mission ♦ Holland Museum ♦ Holland Recreation Department ♦ Holland State Park ♦ Holland VFW ♦ HOME Roller Rink ♦ Lakeshore Disability Network ♦ Lakeshore Habitat Restore ♦ Laketown Township ♦ Macatawa Resource Center ♦ Maple Avenue ♦ Moran Park ♦ Northpoint Assembly of God ♦ Ottawa County Fairgrounds ♦ Ottawa County Parks ♦ Paradise Bound ♦ Parkview Home ♦ Restoration Center ♦ Ridgepoint Community Church ♦ Rock ♦ Shelby's Place ♦ Shekinah Revival Ministries ♦ St. Francis de Sales ♦ The Bridge (The Mission for Women) ♦ The Critter Barn ♦ The Outdoors Discovery Center ♦ The Rock Escape Ministries ♦

Special Events

Grand Haven Hispanic Heritage Festival ♦ Coast Guard Festival ♦ Grand Haven Art Festival ♦ Holiday Open House ♦ Holland Postal Food Drive ♦ Olive Township Trash Day ♦ Parade of Lights ♦ Recovery Fest ♦ Crockery Township Trash Day



58th District Court
85 West 8th Street
Holland, Michigan 49423
616.392-6991



58th District Court
414 Washington Avenue
Grand Haven, Michigan 49417
616.846-8280

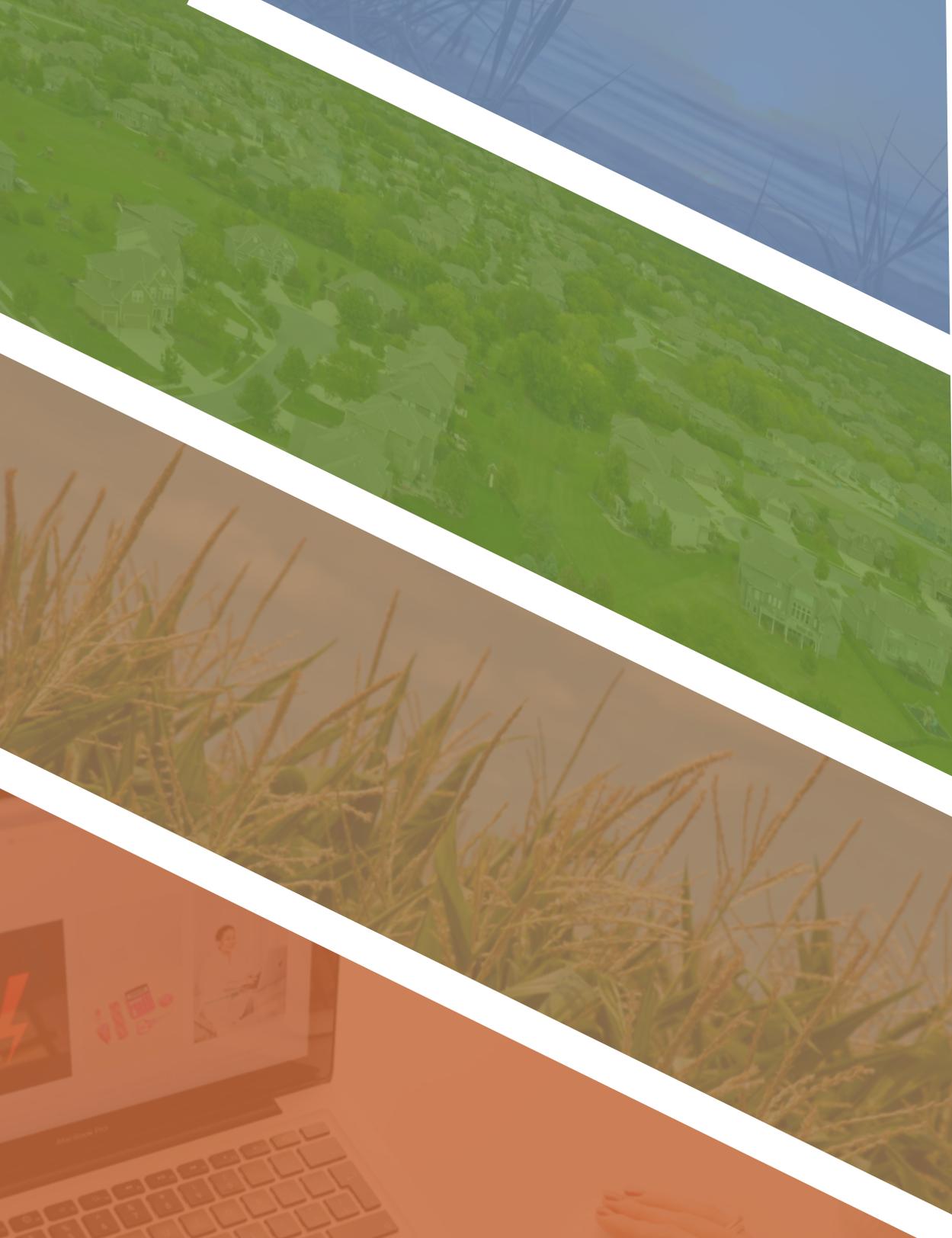


58th District Court
3100 Port Sheldon Road
Hudsonville, Michigan 49426
616.662.3100

58th District Court Contact Information



"Equal Justice Under Law"



ANNUAL REPORT

DEPARTMENT OF
STRATEGIC IMPACT

FISCAL YEAR

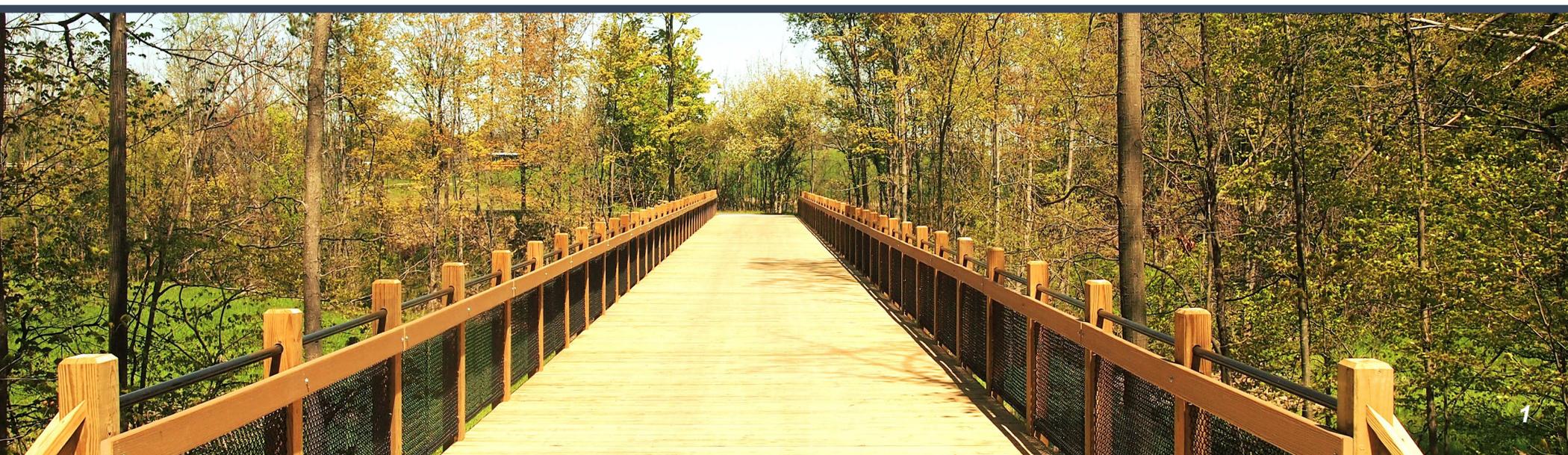
2023



Ottawa County
Department of Strategic Impact

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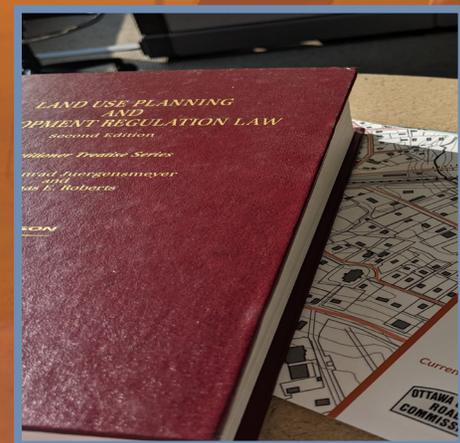
Letter from the Director

Dear Ottawa County residents,

For many, 2023 has been a year of returning to ‘normal’ following a few less-than-conventional years. Yet here in Strategic Impact, no matter the year, “normal” isn’t in our vocabulary. We are always looking at programs and projects that serve the greater good with a dynamic perspective because the issues that come across our desks require either a rapid response or intense consideration for long-term planning.

I am extremely proud of our team for quickly analyzing opportunities and implementing them with patience and precision. This year the County Clerk approached our team for help with a rapidly moving issue, the passage of Ballot Proposal 22-2, implementing early voting. The Clerk’s Office did a phenomenal job of tracking the required changes and considering the development of a comprehensive, countywide plan to ensure our entire community can follow the new statutory requirements while balancing staff capacity and fiscal responsibility. Our cost analysis helped secure agreements with every municipality and demonstrate the real value proposition. We are fortunate to be a part of such sweeping collaboration.

We are continuing to prepare evidence-based research and recommendations to improve the County’s efficiency, cost effectiveness, and responsibility for years to come. One particular focus area with a lot of on-going research is the Groundwater Sustainability Initiative. *(continued on next page)*



Letter from the Director

Our land use planning staff continues to make strides addressing huge gaps in education about conservation resources related to groundwater. Our office implemented a demonstration project this year installing native plants throughout the Fillmore Complex grounds. We will be adding educational signage on the benefits of native landscaping to reduce water usage, and how residents can implement these changes themselves. I encourage you to swing by our offices this spring and summer to see the beautiful types of native flowers and grasses.

One of our most exciting projects this year was the culmination of much forethought and groundwork. This December the Board of Commissioners voted to approve contracts with 123NET and Tilson Infrastructure to expand highspeed broadband internet access to the entirety of Ottawa County over the next few years. I could not be more proud of all those involved working with community members currently struggling with no quality internet access, collecting data to truly understand our gaps in service, and the creation of a plan to leverage \$25M to bring us into the 21st century. The plethora of positive impacts to Ottawa County, and its residents, business owners, farmers, students, and visitors will endure for decades to come.

Alongside these grand undertakings, the Department of Strategic Impact and I have been delighted to add two new staff members, Joe Pierce as Special Projects Coordinator and Lexie Kasper as Project Support Specialist. Our robust team is uniquely positioned with passionate individuals ready to serve our community.

In 2024 we will continue to keep our attention on progress, addressing our communities needs, and planning for the prosperous future of Ottawa County.

-Paul Sachs, Department of Strategic Impact Director

Our Expert Team



Paul Sachs
Director



Pamela Vanden Heuvel
Administrative Assistant



Becky Huttenga
Economic Development
Coordinator



Julie Lamer
Farmland Preservation
Analyst



Stephanie Oesch
Research & Data Analyst



Matt Chappuies
Land Use Coordinator



Andrew Roszkowski
Land Use Specialist



Kylie Vosburg
Land Use Specialist



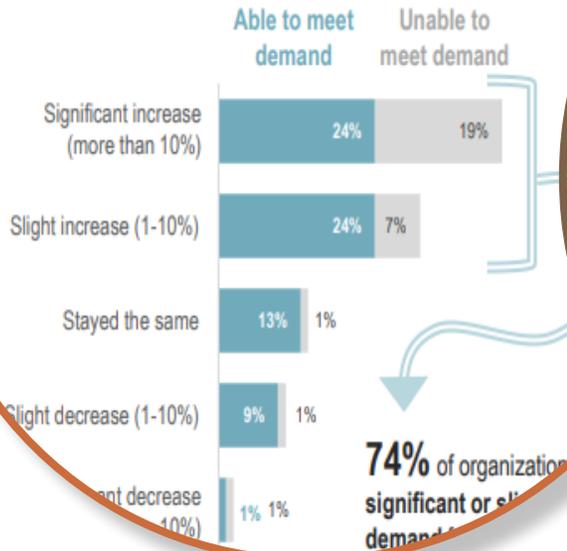
Joe Pierce
Special Projects
Coordinator



Lexie Kasper
Project Support
Specialist

Our Focus Areas

DEMAND FOR PROGRAMS/SERVICES



Evaluation, Statistics, and Research

Improve organizational performance by collecting and analyzing data and presenting informed solutions.

Land Use Planning

Collaboratively ensure wise usage of the County's finite space, while accounting for many conflicting interests.

Economic Development

Support economic growth by leveraging available programs to guide both development and preservation.



Evaluation, Statistics, & Research

Evaluation, Statistics, and Research

Overview

The Evaluation, Statistics, and Research (ESR) focus area of the Department of Strategic Impact has, as the name suggests, three main areas of work:

Evaluation:

Staff perform evaluation projects for various Ottawa County departments, local units of government, and other local organizations

Statistics:

Staff maintain and update databases, dashboards, and reports containing various Ottawa County statistics, including unemployment, building permits, mileage rates, and more

Research:

Staff research best practices, facilitate strategic planning, and assist Ottawa County with various research projects

ESR work helps residents stay informed about Ottawa County, identifies strengths and weaknesses in County programs, and finds opportunities for improvement to work towards a strong future for Ottawa County. The majority of ESR's projects are done at the request of other Ottawa County departments, local units of government, residents, and local organizations—including some fee-for-service projects.

Evaluation, Statistics, and Research

Program Highlights

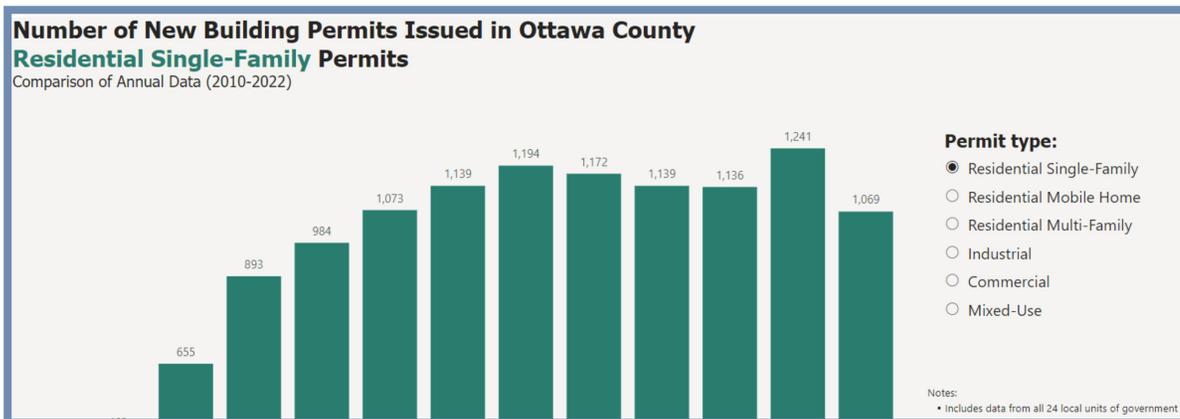
Performance Outlines

As part of the annual Performance Outline process, DSI staff updated, distributed, and collected outlines for each County department that include information on each department's description, mission, primary goals, and objectives, with the central part of each outline being outcome measures specific to each department's goals and objectives. Data from the past year for each of these outcomes is included, and departments also look ahead by providing estimated future data for these measures.

Once outlines are updated, completed, and reviewed, they are sent to Fiscal Services. These outlines are included in Ottawa County's annual budget book, as they are required for the County to achieve the Distinguished Budget Presentation Award from the Government Finance Officers Association.

County Statistics and Data Requests

Over the past year, DSI staff have regularly updated a variety of County statistics. Some of these include population estimates, unemployment numbers, building permits, cost of living and more. Staff are also at work on making these statistics more accessible through online dashboards, including the Building Permits Dashboard—a new addition in 2023.

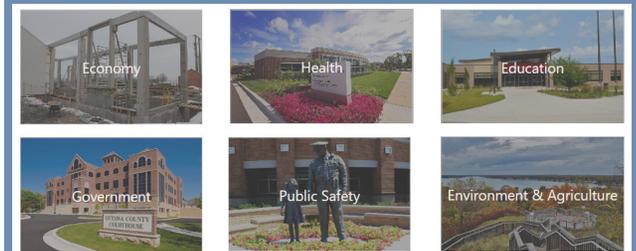


A screenshot of the new Building Permits dashboard

Performance Dashboard

In 2023, DSI staff worked to complete an update to Ottawa County's Performance Dashboard. This dashboard fulfills the requirement for the County Incentive Program from the Michigan Department of Treasury, and it includes statistics on Ottawa County's economy, health, education, government, public safety and environment.

Up to this point, the Performance Dashboard was a PDF document that was updated once a year. The new dashboard will be online and interactive. This will make it more accessible and more easily navigable. It also allows for more regular data updates throughout the year. Staff are currently working to finalize the new dashboard and hope to have it available soon.



Evaluation, Statistics, and Research

Program Highlights

Volunteers in Public Service - Assessment

The Volunteers in Public Service (VIPS) program assists the Ottawa County Sheriff's Office with vehicle transfers, home security checks, handicapped parking enforcement, processing abandoned vehicles, and provides courtesy transportation to inmates released from the jail who need a ride back to their communities.

In 2023, DSI staff continued to partner with the Sheriff's Office by assessing the time and miles traveled by the volunteers for each activity. This information was compiled in the 2022 VIPS Annual Statistics report early in the year, and staff will log and process volunteer information in preparation for the 2023 report to be completed early next year.



Food Club – 12-Month Evaluation

In late 2021 Community Action House (CAH) opened the Food Club & Opportunity Hub to serve low-income community members. Designed to bridge the gap between a food pantry and a grocery store, members pay a small monthly fee to receive points for shopping in a grocery store setting.

DSI staff, who have been involved with the project since before the Food Club opened its doors, continued to meet with and collaborate with CAH staff to review data collection and survey results. In summer, DSI staff received the data collected over the initial 12 months of operation, which was used to create a 12-month evaluation of the Food Club & Opportunity Hub. This evaluation used survey results from members to compare food consumption and health from entry, 6 months, and 12 months of membership, as well as additional feedback from members on the welcoming nature and helpfulness of the Food Club. This fee-for-service project will continue into the first half of 2024 with a planned 16-month evaluation of the Food Club.



The Food Club & Opportunity Hub

Evaluation, Statistics, and Research

Program Highlights

Early, In-Person Voting Strategic Planning

With the passing of 2022 Michigan Proposal 2, the Right to Voting Policies Amendment, the County Clerk's Office collaborated with local clerks across Ottawa County to develop a centralized plan for early, in-person voting across the County.

In 2023, DSI staff assisted the County Clerk's Office with initial strategic planning sessions relating to the implementation of four new early, in-person voting sites that meet the new legislative requirements. These sessions included brainstorming sessions and creating estimated, potential budgets for the proposed sites. Staff also worked with the Clerk's Office and Fiscal Services to develop documents showing the cost-savings of implementing these voting sites in Ottawa County. The project was approved by the Board of Commissioners in September and includes all 23 County local units of government, saving tax payer money and maintaining election integrity.

Clerk Workflow and Staffing Study

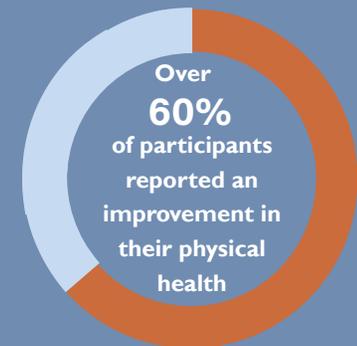
In 2023, DSI staff began work with the County Clerk's Office to examine workflows and job processes ahead of the new Family Justice Center opening. Current plans include surveying staff members and conducting focus groups into 2024 in order to review workflow effectiveness and staffing levels.



Step It Up! – Evaluation and Data Collection

Step It Up! is a free, eight-week exercise challenge offered each spring to residents that includes group walks, an adventure series, weekly strength training, healthy eating tips, and provides accountability with physical activity, goal setting, and reporting. The goal of this program is to get community members active, visiting new parks, exercising outdoors more, and improving their overall health.

In 2023, DSI staff updated participant survey questions prior to the start of the program. Once the program was complete, staff completed an annual evaluation report. This evaluation analyzed pre- and post-program participant data and compiled the results. Some of the highlights from this year's program include over 60% of participants reporting an improvement in their physical health and over 70% reporting an improvement in their mental health.



The image features a central aerial photograph of a green field with a fence line. The field is divided into sections by a fence, and there are some trees and bushes scattered throughout. The background is a solid blue color, and the foreground is a solid brown color. The text "Land Use Planning" is written in white, bold, sans-serif font, slanted diagonally across the center of the image.

Land Use Planning

Land Use Planning

Overview

The Land Use Planning team works to address large scale, complex problems that often cross local jurisdictional boundaries. These problems typically don't have a one size fits all solution, and the involvement of Local Units of Government (LUGs) is essential to maximizing available capacity to properly address emerging challenges. When one of these regional issues arises, the planning team can gather LUGs and stakeholders to collect and assess regional data and drive informed decision making.

In addition, the County planning team helps to educate and train local planning officials—who are often not professional planners—to equip them with the knowledge and power to be as impactful as possible when making decisions for their local communities. It is extremely important for these local leaders to be informed in how their decisions impact not just the local character of their communities, but also the character of the County as a whole.



**Coordinate
Stakeholders
and LUGs**

**Collect and
Assess
Regional
Data**

**Educate
Local
Planning
Officials**

**Drive
Informed
Decision
Making**

Land Use Planning

Program Highlights

Ottawa County Housing Commission

In mid 2023 DSI staff began to identify opportunities for continuing to address housing needs across the region. Potential ideas include, but are not limited to, collecting data for improved understanding of housing needs for disabled persons, scheduling focus groups to become better informed on challenges experienced in the local housing-space, researching barriers/challenges involving existing housing strategies, policies, and programming, engaging in legislative advocacy as necessary, and enhancing countywide/regional data-sharing with local governments as a means to help support effective land planning and local zoning decisions.

Revolving Loan Fund – Workforce Housing

Ottawa County capitalized on a Revolving Loan Fund (RLF) dedicated to help meet workforce housing needs with a \$10M investment in late 2022. The Workforce Housing RLF is intended to support housing investments which serve renter households earning at or below 80% of the Ottawa County Area Median Income and owner households earning at or below 100% of the Area Median Income. At the end of the 20-year investment term, the County can receive the funds back or choose to reinvest into the fund again.

The RLF is managed and administered by IFF, a non-profit community development financial institution with offices in Grand Rapids, MI. Housing Next was contracted by the County (for a 2-year term) to help support the County Housing Commission in facilitating discussions with community developers and reviewing projects for potential investment by the Fund based on priorities set by the Housing Commission. Housing Next and IFF, along with support by DSI staff, have been working to develop a transparent reporting process to clearly showcase how each stage of the loan process works and is operating, as well as reporting on, fundable projects. An online, publicly visible dashboard is also being developed by IFF to help support these reporting needs with respect to achievements and ongoing happenings associated with the Fund.

Jurisdictional Expansion of Grand Rapids Housing Commission

In early 2023, the Ottawa County Housing Commission (OCHC) and DSI worked to create a Memorandum of Understanding (MOU) with the Grand Rapids Housing Commission (GRHC) for their planned expansion into Ottawa County. The MOU ensures equal opportunities for Kent and Ottawa residents in the distribution of Housing Choice Vouchers (HCV), a program OCHC does not have the authority to operate. The DSI is also working to support collaborative opportunities between local non-profit housing partners and the GRHC to help make informed decisions related to attainable housing needs across the region.

Land Use Planning

Program Highlights



Ottawa County
Groundwater Sustainability
Initiative

Groundwater Sustainability Initiative

Ottawa County's bedrock groundwater aquifer is facing significant issues in water quantity and quality. To sustain this limited resource, the Groundwater Board and DSI planners gathered stakeholders, scientists and local leaders to understand and approach the issue from the appropriate regional perspective. The DSI also secured a state grant for this initiative that has funded the collection of geographic and hydrologic data across the County.

In 2023, staff made significant progress in the ongoing efforts to enhance educational outreach for the Groundwater Sustainability Initiative. Following the July 2023 update, DSI staff are pleased to announce contracts with two exceptional organizations to spearhead multimedia and marketing initiatives. The campaign will utilize various channels, including digital marketing strategies, strategically placed billboards, engaging gas station videos, and the creation of a compelling campaign slogan. Through these efforts, DSI staff aim to fostering a broader understanding of groundwater sustainability.

Michigan State University Extension (MSUe) Citizen Planner Program

Led by esteemed instructors like Tyler Augst, Ryan Coffey, Mary Reilly, and Julie Pioch, this six-week course provided essential knowledge to locally appointed and elected planning officials, along with residents, and those in related professional fields. Throughout the program, participants engaged in sessions covering crucial topics, such as understanding the planning and zoning context, planning for the future, implementing zoning plans, making informed zoning decisions, employing innovative planning and zoning strategies, and successfully fulfilling leadership roles.

This training holds significant importance for local leaders as it equips them with the knowledge and skills necessary for informed decision-making in the realm of planning and zoning. By recognizing the importance of master plans participants are better prepared to contribute strategically to the long-term development of Ottawa County communities. During this program, 8 out of 9 participants earned their Citizen Planner Certificate of Completion. In addition, 100% of evaluation respondents reported increased understanding of state and federal laws, as well as the legal responsibilities and limitations of their role.



Land Use Planning

Program Highlights



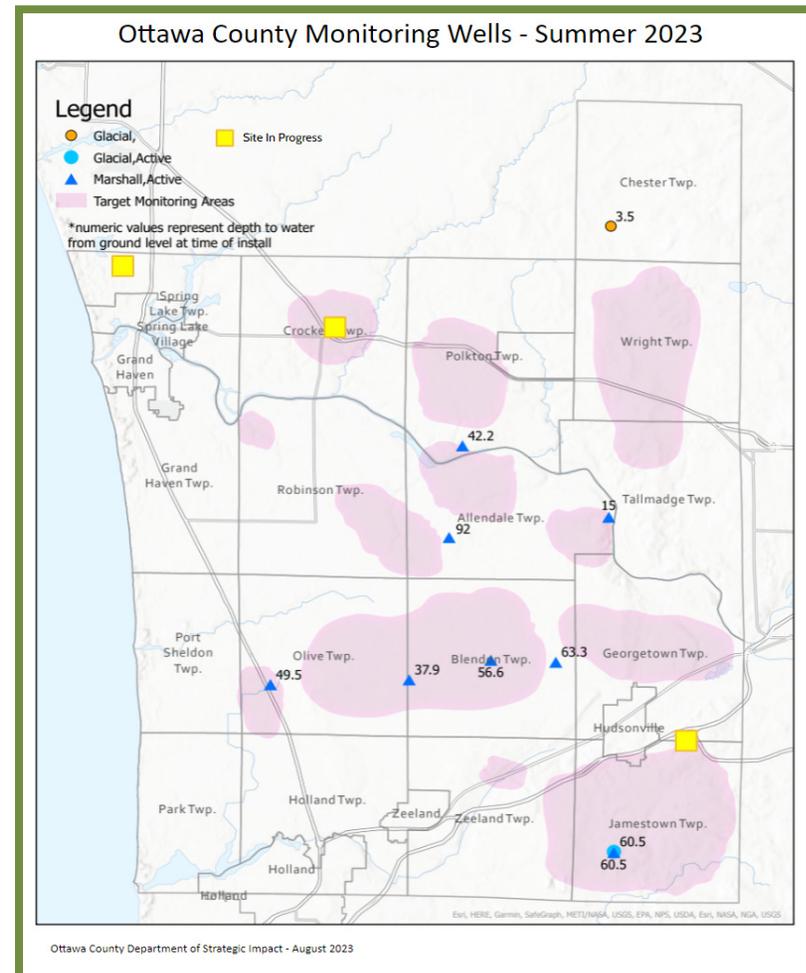
Native Landscaping Demonstration Project

A significant amount of groundwater is consumed to maintain traditional turf-style landscapes by residents and businesses on wells. Due to strains on Ottawa County's Marshall Sandstone aquifer, the County has decided to lead by example to transform the turf grass environment on select County-owned facilities to water-conscious landscapes. By taking the initiative to move away from traditional turf lawns, the County hopes to bring more awareness to the groundwater issue and encourage businesses and residents to follow suit.

In the first year the County will save \$16,000 in fuel and 5.1 million gallons of water from the reduction in watering, mowing, and additional maintenance associated with turf grass. After 15 years, the accumulated savings will be more than \$240,000 and 76.5 million gallons of water.

Groundwater Monitoring

The DSI team works with stakeholders to identify locations for groundwater monitoring well installations. This year, staff drilled and installed equipment at three sites in Blendon Township and three sites across the County with the Michigan Geological Survey. Next year staff will add more sites and utilize the data for advanced modeling to assist with local decision making.



Land Use Planning

Program Highlights

Connecting Farmers to Land

The MiFarmLink project that launched in Ottawa County in 2020 continues to gain traction statewide under the leadership of Washtenaw County Conservation District with the support from an advisory committee of industry professionals. This project brought 79 farmers, prospective farmers, and service providers together to learn about succession planning, listed 17 farm properties on its land linking website and linked three of those, and connected 17 other farmers with resources they needed. The land link website, mifarmlink.org, had close to 7,000 visitors in 2023 alone. DSI looks forward to seeing more Ottawa County farmland owners list their properties here in the future, making them more accessible to new and beginning farmers struggling to start or expand their operations.

Preserving Land for Future Generations

2023 has been a busy year for farmland preservation staff. In addition to the annual fundraiser and community building event, Farms are the Tapas, staff have worked diligently toward preserving five different properties in various stages of the preservation process. Two properties are in Zeeland Township, and Chester, Wright, and Olive Townships each have one property.

406 total acres are to be preserved, doubling Ottawa County's number of preserved acres under its Farmland Preservation Program. With the acres already preserved, as well as the acres preserved by the state, 1,627 acres of land will always be available to grow food for the residents of Ottawa County and beyond.

Farms are the Tapas

For the seventh-annual fundraising dinner and silent auction, the Red Shed was filled with nearly 150 people. County staff developed a short drone video highlighting six preserved Ottawa County farms and the next six farmland properties to be preserved. The event also featured a short video explaining the Ottawa County Purchasing of Development Rights program works. Holy Smokers BBQ of Holland took home the Harvest Knife Award, competing alongside The Beard and Gal of Holland, Sandy Point Beach House of Port Sheldon, and The Farmhouse of Zeeland. Chefs incorporated locally produced ingredients to make tapas-style dishes uniquely their own.

As guests enjoyed all the fantastic dishes, the silent auction bidding was in full swing with 12 unique packages which ultimately pulled in a record \$6,060. Including auction items, sponsor support, and ticket sales, nearly \$23,000 was raised for the Farmland Preservation Program.



Farmland Preservation Analyst Julie Lamer with Holy Smokers BBQ owner Kyle Segar

The background features four diagonal stripes in brown, blue, green, and orange from top-left to bottom-right, separated by white borders. In the bottom-right corner, there is a faded image of a utility tower with power lines.

Economic Development

Economic Development

Overview

Economic development staff deliver statutorily authorized programs, work to identify and fill service gaps throughout the County, and foster collaboration between the Department and the two economic development organizations that serve the County; Lakeshore Advantage and The Chamber of Grand Haven, Spring Lake, and Ferrysburg. This keeps businesses from all sectors thriving, leads to good jobs and competitive wages for residents, and strong tax revenues for effective County services.



In 2024, staff look forward to new opportunities that will be available to the County, including:

Recently enacted 'Housing Tax Increment Financing' legislative changes, allowing brownfield tax increment financing to be used to help eligible housing development projects.

Urban County status assessment, which will assess potential benefits and impacts of accepting 'entitlement' status for Community Development Block Grant funding from the Department of Housing and Urban Development.

Land Transfer Navigator Program, a four-year project geared toward helping farmers put a succession plan in place for their operations.

Economic Development

Program Highlights

Helping Communities Address Blight

DSI staff have helped reinvent the Ottawa County Land Bank Authority (OCLBA) thanks to the Blight Elimination Program (BEP). The BEP launched in 2022, and is run by the Michigan State Land Bank Authority. This program empowers local land banks to help demolish and stabilize unsafe structures. The OCLBA and DSI have distributed \$512,500 in four communities since late 2022.



A before and after example of a project in Zeeland

Revitalizing Contaminated Properties

September 2023 marked the end of the County's second Environmental Protection Agency Brownfield Assessment grant project. This is an important tool in identifying and planning for cleanup and remediation of contaminated properties. During this three year, \$300,000 project, preliminary final report numbers show that the Ottawa County Brownfield Redevelopment Authority provided support for 56 environmental assessments and plans for 30 properties in 11 local units across the County. Impacts and/or projected impacts from the redevelopment of those sites will be released in early 2024. The County applied for a third round of EPA Brownfield Assessment grant funding in November 2023. Award announcements are expected in spring of 2024. Until the next EPA grant is awarded, the County established the locally led Brownfield Incentive Program (BIP) in order to help offset some of the financial burden of assessing contaminated properties. The BIP has assisted 10 projects in six communities thus far.

Economic Development

Program Highlights

Supporting Energy Efficient Development

The Property Assessed Clean Energy (PACE) program helps property owners secure loans for energy efficient improvements. PACE loans, with terms of up to 25 years, are secured by attaching a voluntary special assessment to the property upon which the improvements were made.

In 2023, the DSI helped a local non-profit use PACE to make energy efficient improvements to their 130,000 square foot building in Holland Township. This PACE project is expected to save 11,435,475 kWh of electricity, 11,152,050 gallons of water and 9,966 metric tons of CO2 over the term of the project!



PACE project location Family Church Grace Chapel



J.H. Campbell Closure Update

Planning for the redevelopment of the J.H. Campbell plant site in Port Sheldon Township continues. Earlier this year Consumers Energy released more information regarding the closure timelines, clean energy transition, and the results of the Future Use Study with Percheron, Saxum, and CBRE. After analyzing that report, Ottawa County Parks began assessing their goals for the Pigeon River Greenway, the corridor from central Ottawa County to Lake Michigan along the Pigeon River which traverses the Consumers property. In 2024 Port Sheldon Township will select a consultant to support them in creating an Economic Resiliency Response Plan and Master Land Use Plan Update, through funding from an Economic Development Administration grant, that will guide Port Sheldon in responsibly navigating the plant closure and redevelopment. Planning support from DSI staff will remain available to support efforts to redevelop the site in a way that encourages protection of the natural features and facilitates robust economic development.

Economic Development

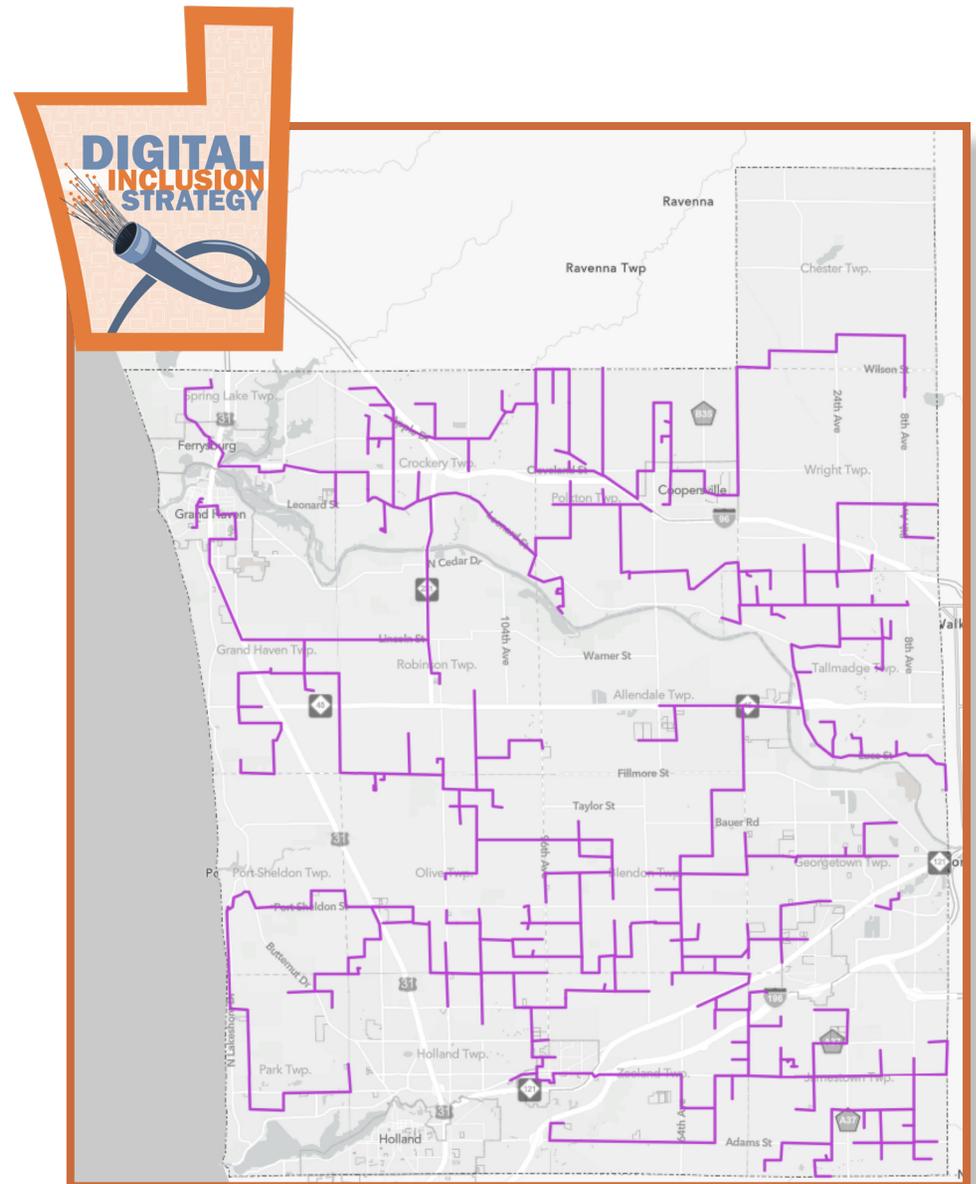
Program Highlights

Digital Inclusion Strategy

DSI staff are excited to celebrate a strong step forward for Ottawa County's Broadband Strategy. This December the Board of Commissioners voted to finalize Public-Private Partnerships with 123NET and Tilson Infrastructure, allowing 123NET to accept an award of \$14 million in Realizing Opportunities with Broadband Infrastructure Networks (ROBIN) grant funding. The State of Michigan announced 123NET's eligibility with the second round of funding earlier this fall.

In conjunction with \$7.5 million in funding from Ottawa County's American Rescue Plan Act (ARPA) funds and \$3.5 million in 123NET's private capital, the upcoming project will allow the construction of nearly 400 miles of new fiber in the County, further providing internet access to 10,000 residents and businesses. The partnership with Tilson Infrastructure allows the company to start assessing opportunities for enhanced fixed-wireless coverage countywide and ultimately to construct new towers in critical locations which will be supported with new fiber infrastructure deployed by 123NET. Both partnership agreements include provisions for revenue share direct to Ottawa County and for open access to encourage healthy competition of service providers.

Construction to this expanded network is projected to start in 2024. Staff will continue to support the project and stay aware of new and emerging technologies to support Ottawa County's growth and development.



Preliminary fiber expansion map

Appendices

UNIVERSITY OF OTTAWA

Appendix A

Ottawa County Housing Commission (2023)



John Gibbs

County Administrator, Ottawa County
Term Expires 12/31/2027

Patrick Harmon

Retired, Former CEO of IMACC
Term Expires 12/31/2026

Holly Cole

President of Grants and Programs,
Grand Haven Area Community Foundation
Term Expires 12/31/2025

Jared Schuitema

Real Estate Broker, Bellabay Realty SW LLC
Term Expires 12/31/2024

Klynt Marcusse

Owner and Operator, Marcusse Construction
Term Expires 12/31/2028

Appendix B

Ottawa County Remonumentation Peer Group (2023)

Donald Schiele, P.S.

Representing Donald Schiele, P.S.

Cameron Lear

Representing Exxel Engineering

Randy Feenstra (County Representative)

Representing Feenstra & Associates

Steve Lampen

Representing Holland Engineering

Matt Nederveld

Representing Nederveld Associates

Cindy Koster

Representing Pathfinder Engineering

Maurice Rosema

Representing Tru-Line Surveying

Steve Vallier

Representing Westshore Consulting

Jim Leitch

Representing Williams & Works

Appendix C

Ottawa County Agricultural Preservation Board (2023)

Josh Hucul, Chair

Representing Real Estate, Land Development
Term Expires 12/31/2025

Kelly Goward, Vice Chair

Representing Local Conservation
Term Expires 12/31/2024

Nathan Pyle, Secretary

Representing Agriculture
Term Expires 12/31/2024

Vacant

Youth (Ad-Hoc)

Allison Miedema

County Commissioner, Ottawa County
Term Expires 12/31/2024

Michael Bronkema

Agricultural Producer
Term Expires 12/31/2024

Paul Windemuller

Representing Agriculture
Term Expires 12/31/2025

Lukas Hill

Representing Township Government
Term Expires 12/31/2025

Appendix D

Ottawa County Brownfield Redevelopment Authority (2023)



Appendix E

Ottawa County Groundwater Board (2023)



Roger Belknap, Chair
County Commissioner, Ottawa County
Term Expires 12/31/2024

Adam Elenbass, Vice Chair
Supervisor, Allendale Charter Township
Term Expires 12/31/2026

Sylvia Rhodea
County Commissioner, Ottawa County
Term Expires 12/31/2024

Frank Johnson
Supervisor, Robinson Township
Term Expires 12/31/2024

Mark Baker
Aquatic Toxicology Lab Director,
ALS Environmental
Term Expires 12/31/2026

Patrick Staskiewicz, P.E.
Public Utilities Director,
Ottawa County Road Commission
Term Expires 12/31/2024

John Truscott
CEO, Truscott Rossman
Term Expires 12/31/2024

Dave Kraker
Retired, Kent County Environmental Health
Term Expires 12/31/2024

Henry Werksma
Owner, Fruit Farm
Retired, Kinectrics
Term Expires 12/31/2025

John A. Yellich, M.S.
Director, Michigan Geological Survey
Term Expires 12/31/2024

Lee Machiela
Driller/Owner, DeWind Well Drilling
Term Expires 12/31/2026

Alex Svoboda
Project Manager RCPP,
Ottawa Conservation District
Term Expires 12/31/2026

Dale Buist
Owner, Countryside Greenhouse
Term Expires 12/31/2024

Carrie Rivette
Senior Environmental Engineer,
SHE of Michigan LLC
Term Expires 12/31/2026

Angela Brown
Director of Facilities Management,
Ottawa Area Intermediate School District
Term Expires 12/31/2023

Dale Zahn
CEO, West Michigan Lakeshore
Association of Realtors
Term Expires 12/31/2024

Jerry Gertman
Owner, Ottawa Station Farms
Term Expires 12/31/2025

Joe Bush, Ad-Hoc
Water Resources Commissioner

DEPARTMENT OF
**STRATEGIC
IMPACT**

12220 FILLMORE ST. ROOM 260
WEST OLIVE, MI 49460
PLAN@MIOTTAWA.ORG
616-738-4852
MIOTTAWA.ORG/DSI



Ottawa County

Department of Strategic Impact

Action Request



Committee: Board of Commissioners

Meeting Date: 01/16/2024

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: Accounts Payable for November 23, 2023 through December 21, 2023

Suggested Motion:

To approve the general claims in the amount of \$12,014,246.38 as presented by the summary report for November 23, 2023 through December 21, 2023

Summary of Request:

Approve vendor payments in accordance with the Ottawa County Purchasing Policy. See attached list of vendors paid.

Financial Information:

| | | | | | |
|-----------------------------|---------------------------------|---------------------|---|-----------------------------|------------------------------|
| Total Cost: \$12,014,246.38 | General Fund Cost: \$891,429.34 | Included in Budget: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
|-----------------------------|---------------------------------|---------------------|---|-----------------------------|------------------------------|

If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective: Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

Board of Commissioners

Summary of Request Continued:

| Total CHECKS EFTs WIRES | |
|---|-------------------------------------|
|  | Dates: November 23, 2023 |
| | to December 21, 2023 |
| | Total of all funds: \$12,014,246.38 |

I hereby certify that to the best of my knowledge the List of Audit Claims, a summary of which is attached, constitutes all claims received and audited for payment. The amount of claims to be approved totals:

\$12,014,246.38



 Karen Karasinski
 Fiscal Services Director

12-21-23

 Date

We hereby certify that the Board of Commissioners has approved
 the claims on Monday, January 16, 2023

 Joe Moss, Chairperson
 Board of Commissioners

 Justin Roebuck
 Clerk/Register of Deeds

Total CHECKS | EFTs | WIRES



Dates: November 23, 2023
to December 21, 2023

Total of all funds: **\$12,014,246.38**

| | | |
|-----|--------------------------------|----------------|
| 222 | MENTAL HEALTH FUND | \$4,295,385.16 |
| 681 | RETIREMENT BENEFITS FUND | \$1,370,135.74 |
| 703 | TAX COLLECTION CUSTODIAL FUND | \$1,274,040.00 |
| 675 | EMPLOYEE BENEFITS FUND | \$1,024,049.39 |
| 101 | GENERAL FUND | \$891,429.34 |
| 701 | GEN CUSTODIAL FUND | \$677,566.34 |
| 636 | INNOVATION AND TECHNOLOGY FUND | \$368,919.36 |
| 100 | GF IMPREST PAYROLL FUND | \$233,135.24 |
| 106 | BOARD INITIATIVES FUND | \$220,290.44 |
| 408 | PARKS CAPITAL PROJECTS FUND | \$207,717.87 |
| 664 | EQUIPMENT POOL FUND | \$195,732.69 |
| 223 | MENTAL HEALTH MILLAGE FUND | \$176,708.07 |
| 801 | DRAINS SPECIAL REV FUND | \$144,763.72 |
| 292 | CHILD CARE FUND | \$120,348.83 |
| 710 | DISTRICT COURT CUSTODIAL FUND | \$110,696.40 |
| 218 | OTHER GOVERNMENTAL GRANTS FUND | \$108,459.38 |
| 228 | LANDFILL TIPPING FEES FUND | \$80,182.89 |
| 401 | CAPITAL PROJECTS FUND | \$71,198.77 |
| 221 | HEALTH FUND | \$69,800.46 |
| 208 | PARKS AND RECREATION FUND | \$61,697.81 |
| 736 | OPEB TRUST FUND | \$60,438.83 |
| 260 | PUBLIC DEFENDERS OFFICE FUND | \$57,676.87 |
| 266 | SHERIFF CONTRACTS FUND | \$44,279.37 |
| 712 | CIRCUIT COURT CUSTODIAL FUND | \$42,881.09 |
| 243 | BROWNFIELD REDVLPMNT AUTH FUND | \$24,942.46 |

Total CHECKS | EFTs | WIRES



Dates: November 23, 2023

to December 21, 2023

Total of all funds: **\$12,014,246.38**

| | | |
|-----|--------------------------------|-------------|
| 655 | TELECOMMUNICATIONS FUND | \$23,645.78 |
| 711 | PROBATE COURT CUSTODIAL FUND | \$13,978.62 |
| 000 | POOLED CASH FUND | \$12,970.11 |
| 679 | LONGTERM DISABILITY FUND | \$9,428.15 |
| 676 | UNEMPLOYMENT FUND | \$5,280.95 |
| 677 | GENERAL LIABILITY & WC FUND | \$4,069.85 |
| 215 | FRIEND OF THE COURT FUND | \$2,981.28 |
| 709 | JUV CRT CUSTODIAL FUND | \$2,738.77 |
| 516 | DELINQUENT TAXES FUND | \$2,430.00 |
| 469 | BLDG AUTHORITY CONST PROJ FUND | \$1,461.89 |
| 103 | CELL TOWERS FUND | \$1,417.15 |
| 257 | EARLY VOTING FUND | \$13.99 |
| 301 | DEBT SERVICE FUND | \$750.00 |
| 234 | FARMLAND PRESERVATION FUND | \$275.00 |
| 290 | DEPT HLTH HUMAN SERVICES FUND | \$177.64 |
| 256 | REG OF DEEDS AUTOMATION FUND | \$150.68 |
| 286 | AMERICAN RESCUE PLAN ACT FUND | \$0.00 |
| 369 | OC BUILDING AUTH DEBT FUND | \$0.00 |
| 536 | LAND BANK AUTHORITY FUND | \$0.00 |
| 645 | COPIER RPLCMNT FUND | \$0.00 |
| 263 | CONCEALED PISTOL LICENSE FUND | \$0.00 |
| 255 | HOMESTEAD PROPERTY TAX FUND | \$0.00 |
| 102 | STABILIZATION FUND | \$0.00 |
| 104 | SOLID WASTE CLEAN UP FUND | \$0.00 |

Total CHECKS | EFTs | WIRES



Dates: November 23, 2023

to December 21, 2023

Total of all funds: **\$12,014,246.38**

| | | |
|-----|--------------------------------|--------|
| 105 | DB/DC CONVERSION | \$0.00 |
| 107 | INFRASTRUCTURE FUND | \$0.00 |
| 151 | CEMETERY TRUST FUND | \$0.00 |
| 201 | ROAD COMMISSION FUND | \$0.00 |
| 244 | ECONOMIC DEVELOPMENT CORP FUND | \$0.00 |
| 262 | FEDERAL FORFEITURE FUND | \$0.00 |
| 284 | OPIOID SETTLEMENT FUND | \$0.00 |
| 365 | PUBLIC UTILITY BOND & INT FUND | \$0.00 |
| 465 | PUBLIC UTILITY CONSTRUCT FUND | \$0.00 |
| 518 | DELINQUENT TAX #2 FUND | \$0.00 |
| 680 | COMPENSATED ABSENCES FUND | \$0.00 |
| 714 | INMATE CUSTODIAL FUND | \$0.00 |
| 721 | LIBRARY PENAL FINE FUND | \$0.00 |
| 802 | DRAIN REVOLVING FUND | \$0.00 |
| 804 | DRAIN REVOLVING MAINT FUND | \$0.00 |
| 805 | DRAINS CAPITAL PRJT FUND | \$0.00 |
| 851 | DRAINS DEBT SERVICE FUND | \$0.00 |
| 871 | PUBLIC UTLTY MNTCE & OPER FUND | \$0.00 |
| 872 | INLAND LAKE IMPROVEMENT FUND | \$0.00 |

**Accounts Payable Vendor Disbursements
November 23 - December 21, 2023**

| VENDOR: | AMOUNT: |
|---|-----------------|
| STATE OF MICHIGAN | \$ 1,759,014.39 |
| MUNICIPAL EMPLOYEES RETIREMENT SYSTEM OF MICHIGAN | \$ 1,370,135.74 |
| PRIORITY HEALTH | \$ 1,011,051.17 |
| MOKA CORPORATION | \$ 676,447.40 |
| REFUNDS | \$ 658,147.71 |
| HERITAGE H.O.M.E. INC. | \$ 597,153.55 |
| HARBOR HOUSE MINISTRIES | \$ 258,247.07 |
| GOOD SAMARITAN MINISTRIES | \$ 200,000.00 |
| ENTERPRISE FM TRUST | \$ 188,346.64 |
| APEX CONTRACTORS INC | \$ 169,464.00 |
| HOPE NETWORK BEHAVIORAL HEALTH SERVICES | \$ 164,590.29 |
| REACH FOR RECOVERY INC | \$ 153,267.35 |
| BEACON SPECIALIZED LIVING SERVICES INC | \$ 143,093.47 |
| BENJAMIN'S HOPE | \$ 131,528.18 |
| PEOPLE DRIVEN TECHNOLOGY, INC. | \$ 130,848.00 |
| PINE REST CHRISTIAN MENTAL HEALTH SERVICES | \$ 130,495.51 |
| TYLER TECHNOLOGIES INC | \$ 121,069.38 |
| PRO CARE UNLIMITED INC | \$ 120,917.03 |
| COMMUNITY ALLIANCE | \$ 110,069.48 |
| OTTAWA COUNTY ROAD COMMISSION | \$ 106,278.49 |
| TURNING LEAF RESIDENTIAL REHABILITATION SVCS INC | \$ 103,556.83 |
| JP MORGAN CHASE **See Appendix A | \$ 102,668.84 |
| EQUITABLE LEARNING SOLUTIONS | \$ 92,744.83 |
| VITALCORE HEALTH STRATEGIES LLC | \$ 92,330.36 |
| LUTHERAN SOCIAL SERVICES | \$ 88,716.69 |
| LOCUMTENENS.COM LLC | \$ 86,362.60 |
| HOPE DISCOVERY ABA SERVICES LLC | \$ 86,219.74 |
| GT INDEPENDENCE | \$ 74,882.01 |
| DELTA DENTAL PLAN OF MICHIGAN | \$ 73,141.52 |
| ZAWADI USA LLC | \$ 73,025.54 |
| HOLLAND COMMUNITY HOSPITAL | \$ 61,017.34 |
| LIGHTHOUSE AUTISM CENTER | \$ 60,270.40 |
| FLATROCK MANORS INC | \$ 59,860.68 |
| GRANICUS | \$ 59,093.50 |
| KALLMAN LEGAL GROUP PLLC | \$ 55,102.00 |
| LA BENEDICTION CO LLC | \$ 54,290.86 |
| QUALTRICS LLC | \$ 50,394.75 |
| NETSMART TECHNOLOGIES INC | \$ 48,204.90 |
| FOREST VIEW HOSPITAL | \$ 48,128.41 |
| AMANI LLC | \$ 46,324.80 |
| EMPLOYEE ASSISTANCE CENTER | \$ 46,223.42 |

| VENDOR: | AMOUNT: |
|---|----------------|
| CONSUMERS ENERGY COMPANY | \$ 45,500.31 |
| WEX BANK | \$ 44,419.56 |
| POSITIVE BEHAVIOR SUPPORTS CORPORATION | \$ 42,743.35 |
| ADIA LLC | \$ 40,821.60 |
| CANTEEN SERVICES INC | \$ 40,796.28 |
| PENDOGANI GL LLC | \$ 40,761.32 |
| CINTAS CORPORATION NO. 2 | \$ 38,927.01 |
| EMPLOYEE REIMBURSEMENTS | \$ 37,864.64 |
| WAYPOINTS | \$ 35,476.69 |
| ENVIRO CLEAN SERVICES INC | \$ 34,130.41 |
| BETHANY CHRISTIAN SERVICES OF MICHIGAN | \$ 33,074.89 |
| INDIAN TRAILS CAMP INC | \$ 32,770.70 |
| BUILDING MEN FOR LIFE | \$ 31,794.20 |
| CITY OF HOLLAND | \$ 30,794.13 |
| BUSSCHER DEVELOPMENT INC | \$ 30,696.00 |
| BEAR RIVER HEALTH | \$ 29,791.42 |
| METROPOLITAN LIFE INSURANCE COMPANY | \$ 29,706.49 |
| MAVRON INC | \$ 29,400.80 |
| CHARTER COMMUNICATIONS OPERATING LLC | \$ 28,783.77 |
| PREFERRED EMPLOYMENT & LIVING SUPPORTS | \$ 28,519.04 |
| ACTION CHEMICAL INC | \$ 28,162.32 |
| DEWPOINT INC | \$ 28,024.00 |
| WEB TECS INC | \$ 27,272.00 |
| HARBOR HUMANE SOCIETY | \$ 27,113.53 |
| PIONEER RESOURCES INC | \$ 26,779.76 |
| MOMENTUM CENTER | \$ 24,233.33 |
| VIP RESEARCH AND EVALUATION | \$ 23,725.00 |
| STONECREST CENTER | \$ 21,600.00 |
| ARBOR CIRCLE CORP | \$ 20,833.32 |
| QUANTUM CONSTRUCTION COMPANY | \$ 19,813.16 |
| STUART T WILSON CPA PC | \$ 19,581.88 |
| PROSECUTING ATTORNEYS ASSOCIATION OF MICHIGAN | \$ 18,792.00 |
| SHERRIFF GOSLIN COMPANY | \$ 18,513.00 |
| CITY OF GRAND HAVEN | \$ 17,482.44 |
| THE ROOF DR LLC | \$ 17,187.00 |
| NICHOLS PAPER & SUPPLY CO | \$ 16,906.07 |
| AMY JO BRECKON | \$ 16,695.50 |
| RITE OF PASSAGE INC | \$ 15,963.30 |
| RANDALL G MEYER EXCAVATING | \$ 15,751.77 |
| BENTON'S AFC FACILITY | \$ 15,594.04 |
| JOHNSON CONTROLS INC | \$ 15,410.34 |
| VONK AFC | \$ 15,184.50 |
| CRUCIAL LEARNING | \$ 15,150.00 |
| SALE'S HEATING COOLING & REFRIGERATION INC | \$ 14,920.00 |
| MOTOROLA SOLUTIONS INC | \$ 14,893.50 |

| VENDOR: | AMOUNT: |
|---|----------------|
| WESTERN MICHIGAN TREATMENT CENTER | \$ 14,598.58 |
| PITNEY BOWES INC | \$ 14,596.55 |
| DEVELOPMENTAL ENHANCEMENT PLC | \$ 14,428.44 |
| TRAC | \$ 14,073.69 |
| VERMONT SYSTEMS | \$ 14,036.25 |
| GRAND VALLEY METRO COUNCIL | \$ 13,929.00 |
| SECOND STORY COUSELING | \$ 13,762.10 |
| ST JOHN'S HEALTH CARE PC | \$ 13,434.42 |
| CSM SERENITY | \$ 13,040.15 |
| OTTAWA COUNTY INFINISOURCE FLEX | \$ 12,970.11 |
| AFLAC GROUP INSURANCE | \$ 12,935.34 |
| VERIZON WIRELESS SERVICES | \$ 12,692.00 |
| CONSILIUM STAFFING LLC | \$ 12,690.00 |
| FULL CIRCLE CARE LLC | \$ 12,589.52 |
| KNIGHT WATCH INC | \$ 12,387.77 |
| WEST, A THOMSON REUTERS BUSINESS | \$ 11,827.66 |
| JURORS | \$ 11,823.83 |
| WESTERN MICHIGAN PATHOLOGY | \$ 11,625.00 |
| RESTITUTION | \$ 11,566.38 |
| MCGILLEYS EXCAVATING LLC | \$ 11,457.50 |
| CENTRIA HEALTHCARE LLC | \$ 11,178.90 |
| DEAN CTH | \$ 11,163.60 |
| HOLLAND BOARD OF PUBLIC WORKS | \$ 10,986.13 |
| PT SOLUTIONS INC | \$ 10,838.27 |
| MHP - HACKLEY CAMPUS | \$ 10,758.00 |
| THERMO FISHER SCIENTIFIC | \$ 10,739.23 |
| STILLSON CTH | \$ 10,697.85 |
| DAVID'S HOUSE MINISTRIES | \$ 10,397.57 |
| LYDIA'S HOUSE | \$ 10,381.80 |
| CHILDREN'S ADVOCACY CENTER | \$ 10,000.00 |
| ENRICHED LIVING | \$ 9,932.40 |
| SEMCO ENERGY GAS COMPANY | \$ 9,763.82 |
| ENG INC | \$ 9,740.61 |
| MICHIGAN GAS UTILITIES CORPORATION | \$ 9,667.85 |
| ACORN HEALTH OF MICHIGAN LLC | \$ 9,408.27 |
| AT&T CORP | \$ 9,388.67 |
| RELIANCE COMMUNITY CARE PARTNERS | \$ 9,341.80 |
| A2J TECH | \$ 9,258.14 |
| BRAIN TREE MANAGEMENT INC | \$ 9,086.00 |
| CLASSIC REMODELING | \$ 8,945.00 |
| FRITS HARTGERS | \$ 8,897.70 |
| THE SALVATION ARMY TURNING POINT PROGRAMS | \$ 8,866.68 |
| LIFE CHOICE LLC | \$ 8,750.00 |
| ROSENDALL LAND HOLDINGS LLC | \$ 8,500.00 |
| A AND J FARMS LLC | \$ 8,485.00 |

| VENDOR: | AMOUNT: |
|---|----------------|
| HOLLAND DROP IN CENTER | \$ 8,092.38 |
| LAW OFFICE OF KEVIN B MEGLEY | \$ 8,075.54 |
| HANSMA HOME | \$ 8,067.70 |
| REBOUND PHYSICAL AND OCCUPATIONAL THERAPY | \$ 8,049.95 |
| REPUBLIC SERVICES INC | \$ 8,048.26 |
| BARBIER LAW OFFICES PLC | \$ 8,046.00 |
| THE GRAND RAPIDS RED PROJECT | \$ 7,910.00 |
| HERNANDEZ HOME LLC | \$ 7,896.60 |
| SCHEUERLE & ZITTA LLP | \$ 7,716.46 |
| HORIA NEAGOS ESQ | \$ 7,662.52 |
| MANDI MARTINI | \$ 7,538.62 |
| TEK84 INC | \$ 7,500.00 |
| GIDDINGS AFC II | \$ 7,488.30 |
| RANDY SCHOLMA BUILDER | \$ 7,343.40 |
| EXCEL SYSTEMS GROUP INC | \$ 7,283.56 |
| LANDSCAPE DESIGN SERVICES INC | \$ 6,998.00 |
| NANCI LYNNE LUBINSKI | \$ 6,801.34 |
| SCHIELE AFC | \$ 6,631.80 |
| STRONG AFC | \$ 6,631.80 |
| STATE BAR OF MICHIGAN | \$ 6,535.00 |
| MERCK SHARP & DOHME CORP | \$ 6,506.70 |
| FIRESIDE AFC HOME | \$ 6,495.58 |
| HAVENWYCK HOSPITAL | \$ 6,450.00 |
| GIDDINGS AFC HOMES, LLC | \$ 6,415.20 |
| WEST MICHIGAN PSYCHOLOGICAL SERVICE | \$ 6,296.18 |
| CRIMINAL DEFENSE ATTORNEYS OF MICHIGAN | \$ 6,260.00 |
| NETWORK 180 | \$ 6,100.66 |
| HEWLETT-PACKARD COMPANY | \$ 5,995.71 |
| GOPHER EXPRESS COURIER SERVICE INC | \$ 5,771.00 |
| ON DUTY GEAR LLC | \$ 5,634.95 |
| HARBOR OAKS HOSPITAL | \$ 5,600.00 |
| OTTAWA COUNTY DEPUTIES ASSOCIATION | \$ 5,586.43 |
| TOTAL COURT SERVICES | \$ 5,575.50 |
| SPECTRUM HEALTH HOSPITALS | \$ 5,449.84 |
| EQ THE ENVIRONMENTAL QUALITY COMPANY | \$ 5,428.29 |
| TELE-RAD INC | \$ 5,422.16 |
| MRG-TRANSLATIONS | \$ 5,395.00 |
| FAMILY IDEPENDENCE AGENCY STATE DIS | \$ 5,145.28 |
| THERACOM INC | \$ 5,108.54 |
| HVG MILL PINE ASSOCIATES LLC | \$ 5,031.00 |
| WILSON & WYNN INTERVENTIONS, PLC | \$ 4,900.00 |
| BAY POINTE APARTMENTS | \$ 4,900.00 |
| MICHAEL A SPOELMAN | \$ 4,891.66 |
| HOLLAND CHARTER TOWNSHIP | \$ 4,878.46 |
| BRADLEY R JOHNSON ATTORNEY AT LAW | \$ 4,679.31 |

| VENDOR: | AMOUNT: |
|--|----------------|
| PASSPORT LABS INC | \$ 4,666.67 |
| MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY | \$ 4,650.68 |
| ALTERNATIVE AUTO AND ROAD SERVICE | \$ 4,490.25 |
| COMMUNITY LIVING SERVICES INC | \$ 4,400.00 |
| DIVE RIGHT IN SCUBA | \$ 4,125.00 |
| IKAZE HOME | \$ 4,065.90 |
| CEDAR CREEK I AND CEDAR CREEK II | \$ 4,065.90 |
| MTM RECOGNITION CORP | \$ 4,020.00 |
| DAVID B KORTERING LAW OFFICE | \$ 4,000.00 |
| GOVERNMENTAL CONSULTANT SERVICES INC | \$ 4,000.00 |
| OFFICE DEPOT BUSINESS SOLUTIONS | \$ 3,981.66 |
| GESINK ROOFING AND EXTERIORS | \$ 3,925.00 |
| CITY OF ZEELAND | \$ 3,801.19 |
| GEORGETOWN TOWNSHIP | \$ 3,688.65 |
| MATTHEW BENDER & COMPANY INC | \$ 3,642.90 |
| QUALITY LAKESHORE LANDSCAPE LLC | \$ 3,616.01 |
| SOCIAL SERVICE RESOURCES LLC | \$ 3,537.24 |
| THE SMITH LAW FIRM PLLC | \$ 3,512.19 |
| SANOFI PASTEUR INC | \$ 3,374.52 |
| OTTAWA COUNTY DEPUTY SHERIFF ASSOCIATION | \$ 3,336.17 |
| CRISTINA R BASMAYOR | \$ 3,315.90 |
| ARBOR SOLUTIONS INC | \$ 3,312.50 |
| MIKA MEYERS BECKETT & JONES PLC | \$ 3,304.00 |
| GLAXOSMITHKLINE | \$ 3,186.20 |
| BRG MANAGEMENT LLC | \$ 3,142.00 |
| WEST MICHIGAN PROPERTY MANAGEMENT | \$ 3,132.00 |
| DORIS MARGARET DEPREE | \$ 3,043.00 |
| UCVIEW INC | \$ 3,030.00 |
| COLESPEAKS LLC | \$ 2,970.00 |
| CUSTOM SERVICE PRINTERS INC | \$ 2,962.50 |
| LAW OFFICES OF RAYMOND A PURDY PLLC | \$ 2,953.17 |
| FALCON WOODS | \$ 2,806.00 |
| SEDGWICK CLAIMS MANAGEMENT SERVICES INC | \$ 2,757.10 |
| THE PETOSKEY NEWS | \$ 2,744.84 |
| ALTOGAS INC | \$ 2,731.66 |
| FOX COUNSELING SERVICES LLC | \$ 2,611.53 |
| COMMUNITY LIVING OPTIONS | \$ 2,587.13 |
| SIRCHIE FINGERPRINT LABORATORIES | \$ 2,582.85 |
| THE DEPOT SENIOR APARTMENTS | \$ 2,519.00 |
| TIM'S TOWING | \$ 2,498.00 |
| TOP TO BOTTOM CLEANING GROUP | \$ 2,496.46 |
| COLEMANZ AFC | \$ 2,483.32 |
| SENTINEL TECHNOLOGIES INC | \$ 2,458.08 |
| WATKINS PHARMACY & SURGICAL SUPPLY CO | \$ 2,451.50 |
| CASE MANAGEMENT OF MICHIGAN INC | \$ 2,438.50 |

| VENDOR: | AMOUNT: |
|--|----------------|
| TITLE-CHECK LLC | \$ 2,430.00 |
| WHITE CRANE HOME AFC | \$ 2,381.10 |
| WINDEMULLER PROPERTY MANAGEMENT LLC | \$ 2,358.00 |
| BIZSTREAM | \$ 2,355.00 |
| MARTINIZING DELIVERS #941609 | \$ 2,351.30 |
| PINE RIDGE ASSISTED LIVING FACILITY | \$ 2,265.90 |
| LINDA S KRAMER | \$ 2,265.90 |
| PLATINUM LIVING LLC | \$ 2,265.90 |
| BVW PROPERTY MANAGEMENT LLC | \$ 2,255.00 |
| CORE TECHNOLOGY CORPORATION | \$ 2,245.00 |
| MCKESSON MEDICAL SURGICAL | \$ 2,219.10 |
| SHEILA DAY COUNSELING LLC | \$ 2,213.75 |
| DON E BURCH | \$ 2,213.33 |
| LEVEL 7 PERSONAL DEVELOPMENT LLC | \$ 2,210.00 |
| MEDIATION SERVICES | \$ 2,100.00 |
| PREIN & NEWHOF | \$ 2,065.00 |
| LEXISNEXIS RISK DATA MANAGEMENT INC | \$ 2,065.00 |
| CHARLES BRYANT COVELLO | \$ 2,059.09 |
| FAITH CARE AFC | \$ 2,055.00 |
| WISEMAN ENTERPRISES INC | \$ 2,038.83 |
| KERKSTRA PORTABLE RESTROOMS INC | \$ 2,035.00 |
| WEST SHORE COUNSELING SERVICES LLC | \$ 1,970.00 |
| VICKI M. VARGO | \$ 1,954.00 |
| MI REAL ESTATE MANAGEMENT LLC | \$ 1,950.00 |
| HENRY SCHEIN INC | \$ 1,921.93 |
| CRAIG A JENISON | \$ 1,890.95 |
| CONTROLNET LLC | \$ 1,820.00 |
| PETERSEN RESEARCH CONSULTANTS | \$ 1,800.00 |
| BLARNEY CASTLE OIL CO | \$ 1,797.83 |
| UNIVERSITY TRANSLATORS SERVICES LLC | \$ 1,775.88 |
| BRAINS | \$ 1,770.00 |
| HOPE NETWORK WEST MICHIGAN | \$ 1,760.02 |
| GRAND TRAVERSE CONTAINER INC | \$ 1,750.12 |
| LAZARUSMAN CONSULTING PLLC | \$ 1,725.00 |
| CONTRACT LOGIX LLC | \$ 1,720.00 |
| ANSWER UNITED | \$ 1,681.90 |
| REVEL | \$ 1,666.67 |
| TIMOTHY A SLAIS ATTORNEY AT LAW PLLC | \$ 1,652.01 |
| LIFE THERAPEUTIC SOLUTIONS INC | \$ 1,647.30 |
| GRAND HAVEN CHARTER TOWNSHIP | \$ 1,593.66 |
| APPLIED BEHAVIORAL SCIENCE INSTITUTION LLC | \$ 1,571.36 |
| VIRIDIS DESIGN GROUP | \$ 1,568.46 |
| FIDELITY LANGUAGE RESOURCES LLC | \$ 1,536.61 |
| OLIVE TOWNSHIP | \$ 1,490.48 |
| LAKESIDE TOWING & RECOVERY LLC | \$ 1,472.00 |

| VENDOR: | AMOUNT: |
|--|----------------|
| MLIVE MEDIA GROUP | \$ 1,463.29 |
| THE LAW OFFICE OF MARCUS T CHMIEL PLLC | \$ 1,459.24 |
| SHORELINE SERVICES INC | \$ 1,455.00 |
| UPDOX LLC | \$ 1,405.50 |
| AMAZON CAPITAL SERVICES INC | \$ 1,380.51 |
| MICHIGAN JUDGES ASSOCIATION | \$ 1,375.00 |
| OTTAWA COUNTY SHERIFF COMMAND OFFICERS ASSOCIATION | \$ 1,370.00 |
| RTH SERVICES LLC | \$ 1,360.00 |
| PEAK PERFORMERS INC | \$ 1,283.10 |
| BRINKS INC | \$ 1,274.62 |
| HUDSONVILLE FLORAL & G | \$ 1,260.95 |
| SIMPATICO COFFEE | \$ 1,239.75 |
| GRAPHIX SIGNS & EMBROIDERY | \$ 1,230.42 |
| HD RECOVERY LLC | \$ 1,202.00 |
| CUNNINGHAM DALMAN PC | \$ 1,175.00 |
| STAPLES CONTRACT & COMMERCIAL LLC | \$ 1,166.96 |
| BONNIE L THORNELL | \$ 1,131.00 |
| SUNSHINE PROPERTIES | \$ 1,124.00 |
| ALLENDALE CHARTER TOWNSHIP | \$ 1,108.85 |
| KML INC | \$ 1,105.00 |
| DANIEL NATHEN MARTINDALE | \$ 1,085.70 |
| E&R DEJONG LLC | \$ 1,084.00 |
| GREATER OTTAWA COUNTY UNITED WAY INC | \$ 1,074.00 |
| SBC LONG DISTANCE LLC-D/B/A AT&T | \$ 1,059.43 |
| CALDER CITY TAXI COMPANY | \$ 1,046.90 |
| DTE ENERGY COMPANY | \$ 1,008.63 |
| WEST MICHIGAN DOCUMENT SHREDDING LLC | \$ 996.00 |
| TIFFANY DEBRUIN | \$ 988.00 |
| REDMON HEATING & COOLING INC | \$ 975.00 |
| AMY HAMMAN | \$ 960.00 |
| ABA GOLDEN STEPS MI LLC | \$ 960.00 |
| TRADITIONS OF HOLLAND | \$ 948.00 |
| GREGORY S DEMANN | \$ 946.00 |
| LAKESHORE LAW AND MEDIATION CENTER | \$ 944.06 |
| W AND M PROPERTY VENTURES LLC | \$ 937.00 |
| TALLMADGE CHARTER TOWNSHIP | \$ 932.48 |
| CENTRAL TOWING | \$ 924.00 |
| NATIONAL RECREATION AND PARK ASSOCIATION | \$ 900.00 |
| LAW OFFICES OF BRADFORD P LYERLA | \$ 885.60 |
| PLUMMER'S DISPOSAL SERVICE INC | \$ 880.00 |
| A & R INVESTMENTS LLC | \$ 875.00 |
| GRTG | \$ 866.25 |
| RAMON LUNA | \$ 866.00 |
| ROMEYN'S SERVICE INC | \$ 851.00 |
| LAW OFFICE OF STEPHANIE CARDENAS | \$ 850.00 |

| VENDOR: | AMOUNT: |
|--------------------------------------|----------------|
| TWO THE RESCUE LLC | \$ 850.00 |
| RAMA PROPERTIES LLC | \$ 844.00 |
| MICRGRAPHICS PRINTING INC | \$ 841.72 |
| LAKESHORE ADVOCACY SERVICE LLC | \$ 840.00 |
| CARLETON EQUIPMENT CO | \$ 826.95 |
| HIDDEN DUNES APARTMENT OWNERS II LLC | \$ 825.00 |
| GARY BATTAGLIA | \$ 825.00 |
| K AND Q LAW PC | \$ 819.00 |
| RONALD UPRIGHT | \$ 803.00 |
| COSTAR REALTY INFORMATION INC | \$ 790.00 |
| WITNESSES | \$ 789.84 |
| MICHIGAN ASSESSORS ASSOCIATION | \$ 770.00 |
| COPY-TECH INC | \$ 767.01 |
| STEPHEN BOEREMA | \$ 767.00 |
| THE BANK OF NEW YORK MELLON | \$ 750.00 |
| LANGUAGELINE SOLUTIONS | \$ 747.82 |
| SHIRLEE B ACHTERHOF | \$ 741.00 |
| MIDWEST FOOD EQUIPMENT SERVICE | \$ 737.95 |
| EDWARD C SWART | \$ 736.25 |
| JUSTICE WORKS LLC | \$ 725.00 |
| LAW OFFICE OF MARY K GOLDEN | \$ 719.65 |
| HOM FLATS AT FELCH STREET | \$ 714.00 |
| WEST MICHIGAN TOWING | \$ 712.00 |
| FIDLAR TECHNOLOGIES | \$ 709.45 |
| CASCADE APARTMENTS | \$ 698.00 |
| PARK TOWNSHIP | \$ 697.27 |
| R&S NORTHEAST LLC | \$ 664.90 |
| TRAPPERS COVE APARTMENT OWNERS LLC | \$ 664.00 |
| GH NORTH SHORE APARTMENT OWNERS LLC | \$ 659.00 |
| FILADELFO MARTINEZ | \$ 655.00 |
| ZOOM VIDEO COMMUNICATIONS INC | \$ 639.68 |
| JAMIE PANCY | \$ 628.00 |
| WAVELAND PROPERTY MANAGEMENT LLC | \$ 620.00 |
| VILLAGE SELF STORAGE | \$ 620.00 |
| JACO CIVIL PROCESS INC | \$ 617.52 |
| INTEGRITY BUSINESS SOLUTIONS | \$ 615.67 |
| CROCKERY TOWNSHIP | \$ 603.42 |
| BARBARA FOLEY | \$ 600.40 |
| LAW OFFICES OF BRENT H GREEN PLLC | \$ 600.00 |
| CORNERSTONE REAL ESTATE MGMT LLC | \$ 597.00 |
| EARLE PRESS | \$ 597.00 |
| ADECCO EMPLOYMENT SERVICES,ADECCO | \$ 594.76 |
| LAKESHORE PROPERTY MANAGEMENT INC | \$ 593.00 |
| PURCHASE POWER | \$ 586.23 |
| RITE WAY PLUMBING & HEATING INC | \$ 583.60 |

| VENDOR: | AMOUNT: |
|--|----------------|
| D.A. BLODGETT ST JOHNS | \$ 570.30 |
| COMPASS PROPERTY MANAGEMENT LLC | \$ 549.00 |
| UNITED STATES TREASURY | \$ 548.63 |
| PREST & ASSOCIATES LLC | \$ 534.00 |
| RUSS MENCL | \$ 525.00 |
| GRAND HAVEN TRIBUNE | \$ 520.08 |
| V QUEST PROPERTIES LLC | \$ 514.00 |
| COUNTY OF OTTAWA | \$ 503.03 |
| WN LAW PLLC | \$ 500.00 |
| DAILY LIFE SKILLS INDEPENDENCE HUB LLC | \$ 492.02 |
| HOSPITAL NETWORK HEALTHCARE SERVICES LLC | \$ 490.00 |
| INTERNATIONAL ASSOCIATION OF ASSESSING OFFICERS | \$ 480.00 |
| HULL LIFT TRUCK INC | \$ 477.50 |
| BLACK RIVER RENTALS | \$ 476.00 |
| CITY OF FERRYSBURG | \$ 472.14 |
| VICTORIA A BOUMAN | \$ 470.00 |
| PORT CITY CAB CO | \$ 465.00 |
| DAVID JAMES BUTER | \$ 452.40 |
| SPARKS BEHAVIORAL SERVICES | \$ 450.00 |
| OTTAWA LIMITED DIVIDEND HOUSING ASSOCIATION | \$ 446.00 |
| DEX YP | \$ 441.40 |
| JUANITA C BRIGGS | \$ 436.00 |
| MCKESSON MEDICAL-SURGICAL GOVERNMENTAL SOLUTIONS | \$ 434.07 |
| FERRETTY | \$ 432.00 |
| JANE LOUISE PATTERSON | \$ 425.00 |
| YOUNG MENS CHRISTIAN ASSOCIATION | \$ 420.00 |
| LAW OFFICE OF ROMAN J. TYSZKIEWICZ | \$ 418.35 |
| CAMFIL USA INC | \$ 412.80 |
| CITY OF COOPERSVILLE | \$ 410.65 |
| COOPER DAHL | \$ 410.00 |
| COMCAST SPOTLIGHT LP | \$ 400.70 |
| HOLLAND ENGINEERING | \$ 396.86 |
| MCDONALD PLUMBING | \$ 389.00 |
| SMITH & BROOKER PC | \$ 388.91 |
| ALTA INDUSTRIAL EQUIPMENT MICHIGAN LLC | \$ 380.47 |
| LIAISON LINGUISTICS LLC | \$ 375.19 |
| RAPID FLUSH | \$ 375.00 |
| LEGAL ADVANTAGE WEB LLC | \$ 372.79 |
| AMERICAN FENCE ERECTORS INC | \$ 366.50 |
| PLANET DDS LLC | \$ 362.66 |
| ALLIANCE ANALYTICAL LABORATORIES | \$ 361.75 |
| ROBIN'S ROSEBUD TRANSPORTATION | \$ 354.00 |
| TRIPLOG INC | \$ 348.00 |
| CATHERINE L CURTIS | \$ 348.00 |
| ZEELAND CHARTER TOWNSHIP | \$ 342.60 |

| VENDOR: | AMOUNT: |
|--|----------------|
| VERDUIN'S INC | \$ 342.18 |
| SCHULTZ LAND & WATER CONSULTING INC | \$ 337.50 |
| OTTAWA COUNTY BAR ASSOCIATION | \$ 330.00 |
| LAW OFFICE OF TRACIE GITTLEMAN | \$ 327.31 |
| TRAFFIC & SAFETY CONTROL SYSTEMS INC | \$ 320.00 |
| CITY OF HUDSONVILLE | \$ 319.98 |
| LINDE GAS & EQUIPMENT INC | \$ 318.92 |
| MICHAEL A. FARAONE, PC | \$ 318.52 |
| ASSOCIATED LANGUAGE CONSULTANTS | \$ 315.00 |
| OTTAWA COUNTY JUVENILE COURT EMPLOYEE | \$ 310.00 |
| GOODWILL INDUSTRIES OF WEST MICHIGAN INC | \$ 303.49 |
| SYTSEMA FUNERAL HOMES INC | \$ 300.00 |
| ALLENDALE TOWING | \$ 300.00 |
| ISOLVED BENEFIT SERVICES | \$ 295.53 |
| OHIO LUMEX CO INC | \$ 290.50 |
| TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS | \$ 289.20 |
| AFC INTERNATIONAL INC | \$ 288.69 |
| SPRING LAKE BOARD OF EDUCATION | \$ 280.00 |
| COUNTY OF KENT | \$ 275.00 |
| ACENTEK | \$ 268.40 |
| CHARLES L CLAPP | \$ 250.00 |
| KRISTAN A NEWHOUSE | \$ 250.00 |
| DALE BIRD CORTES | \$ 240.00 |
| THE ARC MUSKEGON | \$ 240.00 |
| UNIVERSAL UTILITIES INC | \$ 230.84 |
| EASTPORT VILLAGE CARE HOME LLC | \$ 225.00 |
| KERSHAW, VITITOE AND JEDINAK PLC | \$ 212.80 |
| GREAT LAKES SYSTEMS INC | \$ 204.22 |
| THE LAW OFFICE OF REID FELSING | \$ 202.92 |
| GORDON WATER SYSTEMS | \$ 200.97 |
| HUDSONVILLE TOWING | \$ 200.00 |
| CHANGE HEALTHCARE SOLUTIONS, LLC | \$ 200.00 |
| ALLISON SELNER | \$ 200.00 |
| DICK'S TOWING & RECOVERY, INC | \$ 200.00 |
| MICHIGAN ASSOCIATION OF EQUALIZATION DIRECTORS | \$ 200.00 |
| INFINITY BLLING ENTERPRISES LLC | \$ 194.92 |
| MAYFIELD LAW PLLC | \$ 190.00 |
| UNITED COUNTY OFFICERS ASSOCIATION | \$ 190.00 |
| MED-1 HOLLAND LLC | \$ 175.00 |
| OTTAWA COUNTY EMPLOYEES ASSOCIATION | \$ 170.00 |
| ROBERT L REILMAN PLC | \$ 169.00 |
| CRYSTAL FLASH ENERGY | \$ 167.76 |
| NUTRITION, HEALTH, FITNESS & SPORT GROUP LLC | \$ 165.00 |
| CHARM-TEX INC | \$ 161.10 |
| OTTAWA COUNTY INSURANCE AUTHORITY | \$ 160.34 |

| VENDOR: | AMOUNT: |
|---|----------------|
| NURSE ADMINISTRATORS FORUM OF MALPH | \$ 155.00 |
| NORTH OTTAWA COMMUNITY HOSPITAL | \$ 153.00 |
| THE REGENTS OF THE UNIVERSITY OF MICHIGAN | \$ 148.50 |
| OTTAWA COUNTY ASSESSORS ASSOCIATION | \$ 140.00 |
| DEAF AND HARD OF HEARING SERVICES | \$ 136.00 |
| OTTAWA CO FOC EMPLOYEES ASSOC | \$ 135.00 |
| CXTEC INC | \$ 132.65 |
| VILLAGE OF SPRING LAKE | \$ 131.48 |
| BOBELDYK & ASSOCIATES INC | \$ 125.04 |
| GRAND RAPIDS BAR ASSOCIATION | \$ 125.00 |
| FORESTRY SUPPLIERS INC | \$ 124.30 |
| JAMESTOWN CHARTER TOWNSHIP | \$ 121.67 |
| TRUGREEN AND ACTION PEST CONTROL | \$ 120.94 |
| GFL ENVIRONMENTAL SERVICES USA INC | \$ 118.75 |
| PLANTENGA'S CLEANERS | \$ 109.90 |
| WILLIAMSBURG PROPERTY COMPANY | \$ 107.00 |
| WEDGWOOD CHRISTIAN SERVICES | \$ 100.33 |
| HISPANIC CENTER OF WEST MICHIGAN | \$ 100.00 |
| MMAAO | \$ 100.00 |
| CULLIGAN | \$ 95.00 |
| LATIN AMERICANS UNITED FOR PROGRESS INC | \$ 95.00 |
| KAROLINE A GEORGIA | \$ 90.00 |
| FIRE PROS LLC | \$ 88.25 |
| WRIGHT TOWNSHIP | \$ 86.68 |
| LAWSON PRODUCTS INC | \$ 71.68 |
| STANBIO LABORATORY | \$ 68.29 |
| BARBARA LEE VANHORSEN | \$ 66.20 |
| WEST MICHIGAN UNIFORM INC | \$ 66.16 |
| CONTRACT PHARMACY SERVICES | \$ 66.06 |
| CADRE INFORMATION SECURITY | \$ 60.75 |
| GABRIELA CROESE | \$ 60.00 |
| THE UPS STORE #0925 | \$ 59.77 |
| AIRGAS USA LLC | \$ 56.72 |
| 20TH CIRCUIT COURT | \$ 50.00 |
| OFFICE MACHINES COMPANY INC | \$ 46.39 |
| ROBERT VANDERZWAAG | \$ 45.24 |
| BLENDON TOWNSHIP | \$ 43.34 |
| RESILIENCE: ADVOCATES FOR ENDING VIOLENCE | \$ 40.00 |
| ELIZABETH EVE SCHULTZ | \$ 37.50 |
| SIGNS NOW HOLLAND | \$ 36.16 |
| OTTAWA COUNTY CENTRAL DISPATCH | \$ 33.03 |
| ROBINSON TOWNSHIP | \$ 28.33 |
| PORT SHELDON TOWNSHIP | \$ 28.33 |
| BENS RUBBER STAMPS & LASER WORKS INC | \$ 22.10 |
| SPRING LAKE TOWNSHIP | \$ 21.67 |

| VENDOR: | AMOUNT: | |
|-------------------------------|----------------|----------------------|
| MICHIGAN DENTAL ASSOCIATION | \$ | 15.00 |
| WEST MICHIGAN PROCESS SERVICE | \$ | 14.90 |
| Grand Total | \$ | 12,014,246.38 |

*** Appendix A: JP Morgan Chase
Purchasing Card Transactions: November**

| VENDOR: | AMOUNT: |
|----------------------|----------------|
| AMAZON | \$ 14,921.21 |
| CDW GOVERNMENT INC | \$ 4,631.44 |
| ODP BUSINESS SOLUTIO | \$ 4,217.35 |
| DELL COMPUTER CORP | \$ 3,865.35 |
| FSP*MICHIGAN COUNCIL | \$ 3,050.00 |
| HOLIDAY INNS | \$ 2,225.13 |
| MARRIOTT | \$ 2,135.94 |
| WALMART STORES INC | \$ 1,980.07 |
| SUBWAY 17937 | \$ 1,801.20 |
| SOCIETY FOR HUMAN RE | \$ 1,795.00 |
| SQ | \$ 1,774.40 |
| MICHIGAN, STATE OF | \$ 1,760.00 |
| GREANLEAF HOSPITALIT | \$ 1,441.30 |
| TOMMY'S EXPRESS LLC | \$ 1,428.00 |
| JJ OF GR INC | \$ 1,427.37 |
| THE HOME DEPOT | \$ 1,345.92 |
| CORRECTIONAL COUNSEL | \$ 1,302.51 |
| GPS*MUSKEGON COUNTY | \$ 1,215.00 |
| BHN*MEIJERC | \$ 1,200.00 |
| PWD SYSTEMS LLC | \$ 1,094.25 |
| COURTYARD BY MARRIOT | \$ 1,078.89 |
| 4IMPRINT INC | \$ 998.75 |
| COMMUNITY MENTAL HEA | \$ 950.00 |
| INTUIT INC | \$ 915.00 |
| WOODLAND COMMERCIAL | \$ 901.79 |
| STATE BAR OF MICHIGA | \$ 890.76 |
| MERIDIEN HOTELS | \$ 882.93 |
| KOLBE CORP | \$ 880.00 |
| HYATT PLACE | \$ 811.44 |
| VISTAPR*VISTAPRINT.C | \$ 792.97 |
| VOLGISTICS INC | \$ 756.00 |
| TRINIDAD RESORT & CL | \$ 755.00 |
| WEST MICHIGAN POSTAL | \$ 749.73 |
| LOWE'S HOME CENTERS | \$ 746.44 |
| MGM GRAND HOTEL | \$ 741.61 |
| BOB BARKER COMPANY | \$ 733.28 |
| EB *TEDXMACATAWA 201 | \$ 723.73 |
| TRIGO BREAD COMPANY | \$ 718.32 |
| PLD*LAKESHORE TITLE | \$ 714.31 |
| COLONY HARDWARE CORP | \$ 706.76 |
| MOUNTAIN GRD LODGE | \$ 703.56 |

| VENDOR: | AMOUNT: |
|----------------------|----------------|
| IPROMOTEU | \$ 677.70 |
| PESI INC | \$ 674.97 |
| GRAINGER INC | \$ 649.94 |
| AMERICAN EVALUATION | \$ 648.00 |
| CARLETON EQUIPMENT C | \$ 645.09 |
| MEIJER # 217 | \$ 635.43 |
| WOLTERS KLUWER HEALT | \$ 628.00 |
| MENARD INC | \$ 616.77 |
| SHERATON | \$ 605.01 |
| IPRINT TECHNOLOGIES | \$ 599.85 |
| GREAT WOLF RESORTS I | \$ 599.25 |
| THE MANDT SYSTEM INC | \$ 588.00 |
| CROWNE PLAZA HOTELS | \$ 585.33 |
| VITALITY MEDICAL INC | \$ 579.38 |
| WWW.DUMPSTER.COM | \$ 570.14 |
| CAESARS HOTEL AND CA | \$ 549.91 |
| MICHWA | \$ 539.00 |
| WENONAH PARK PROPERT | \$ 535.50 |
| GRAND VALLEY SPORTIN | \$ 515.00 |
| MANCINO'S OF GRAND H | \$ 486.47 |
| SOUTHWEST AIRLINES | \$ 470.80 |
| GOTPRINT.COM | \$ 468.06 |
| DISPUTE REBILL | \$ 450.00 |
| MPC INVESTMENT LLC | \$ 450.00 |
| COMBINED SYSTEMS INC | \$ 450.00 |
| FARMERS CO-OP ELEVAT | \$ 444.00 |
| REGENTS OF THE UNIVE | \$ 427.50 |
| GEORGIA STREET HOTEL | \$ 418.86 |
| DRI*ESIGNS | \$ 415.92 |
| COSTAR REALTY INFORM | \$ 395.00 |
| GFS MKTPLC | \$ 392.46 |
| BRIDGETOWER SUBSCRIP | \$ 389.00 |
| NEWSPAPER SERVICES 2 | \$ 379.88 |
| WHENTOWORK INC | \$ 360.00 |
| GERALD R FORD INTNL | \$ 358.00 |
| COMFORT INNS | \$ 357.00 |
| CONSUMERS ENERGY | \$ 348.35 |
| ADOBE SYSTEMS INC. | \$ 326.64 |
| CRYSTAL ENTERPRISES | \$ 323.06 |
| TRACTOR SUPPLY | \$ 321.27 |
| GEORGETOWN TOWNSHIP | \$ 313.12 |
| WWW.MPCA.NET | \$ 300.00 |
| GODADDY.COM | \$ 299.99 |
| FTP TODAY | \$ 275.00 |
| GEMMENS INC | \$ 252.10 |

| VENDOR: | AMOUNT: |
|----------------------|----------------|
| JERSEY MIKES 31038 | \$ 233.82 |
| GRAND TRAVERSE RESOR | \$ 219.20 |
| CHARM-TEX INC | \$ 218.90 |
| ID ENHANCEMENTS INC. | \$ 215.60 |
| CANVA* 02514-0542599 | \$ 214.99 |
| SUPPLYHOUSE.COM | \$ 213.64 |
| RAMIERZ BAKERY | \$ 210.00 |
| MICHIGAN WEST COAST | \$ 210.00 |
| MICHIGAN CERTIFICATI | \$ 200.00 |
| IPVM IP VIDEO MARKET | \$ 199.00 |
| DE BRUYN SEED CO INC | \$ 195.33 |
| PERFORATEDPAPER.COM | \$ 194.87 |
| ALLENDALE TRUE VALU | \$ 189.85 |
| JOHNS BATTERY | \$ 189.00 |
| ETNA DISTRIBUTORS LL | \$ 188.82 |
| LANSING COMMUNITY CO | \$ 180.00 |
| RESEARCH PRESS CO. | \$ 178.48 |
| INTEGRITY BUSINESS | \$ 175.78 |
| HOLLAND TRAILER | \$ 173.19 |
| GENOA HEALTHCARE LLC | \$ 168.82 |
| STREATS TACO KITCHEN | \$ 168.54 |
| ZOOM VIDEO COMMUNICA | \$ 165.89 |
| METRO INSTITUTE INC | \$ 165.00 |
| HOLLAND CITY OF | \$ 162.00 |
| RED RIVER SPECIALTIE | \$ 160.44 |
| COMFORT CONTROL SUPP | \$ 158.93 |
| 58TH DISTRICT COURT | \$ 152.82 |
| FAMILY FARM AND HOME | \$ 150.93 |
| REI*LNRISK DATA EOM | \$ 150.00 |
| YOURMEMBERSHIP | \$ 150.00 |
| MICHIGAN ASSOCIATION | \$ 150.00 |
| INTERNATIONAL LAW EN | \$ 150.00 |
| MICHIGAN COUNCIL ON | \$ 150.00 |
| THINKIFIC.COM | \$ 149.00 |
| ADVANCE STORES COMPA | \$ 145.20 |
| ADVOCATES FOR HUMAN | \$ 138.09 |
| MOBILEX USA | \$ 130.00 |
| LANGUAGE LINE SERVIC | \$ 122.45 |
| HYATT HOTELS | \$ 121.10 |
| DROPBOX*DR7LGB3321WK | \$ 119.88 |
| BP INVESTORS LLC | \$ 118.70 |
| LITTLE CAESARS 3704- | \$ 117.21 |
| JIMMY JOHNS - 373 - | \$ 115.93 |
| DELEEUW LUMBER | \$ 110.60 |
| HILTON | \$ 108.45 |

| VENDOR: | AMOUNT: |
|----------------------|----------------|
| RYCENGA BUILDING | \$ 108.28 |
| DOMINO'S | \$ 101.53 |
| NATIONAL ORGANIZATIO | \$ 100.00 |
| WEBMLIVE.COM PYMT | \$ 100.00 |
| OUT OF THE BOX | \$ 100.00 |
| LAW ENFORCEMENT DRON | \$ 99.00 |
| STAPLES INC | \$ 97.94 |
| INFORMATION SYSTEMS | \$ 95.00 |
| TOUCH OF CLASS AUTO | \$ 79.80 |
| OFFICE OUTLET INC | \$ 74.20 |
| AUTOZONE | \$ 73.97 |
| MARATHON PETROLEUM C | \$ 73.65 |
| CHARTER COMMUNICATIO | \$ 70.00 |
| CHOW HOUND #9 | \$ 68.89 |
| HOLLAND BOARD OF PUB | \$ 68.44 |
| VISSER ACE HARDWARE | \$ 67.96 |
| THE LIGHT BULB CO | \$ 66.00 |
| FARM & FLEET HOLLAND | \$ 62.93 |
| MUSKEGON CHARTER TOW | \$ 57.51 |
| TECHSMITH CORPORATIO | \$ 56.72 |
| WEST MICHIGAN DOCU | \$ 56.00 |
| GRAND RAPIDS CITY OF | \$ 55.00 |
| LYFT *RIDE SUN 1PM | \$ 53.78 |
| GRAPHIX SIGNS & EMBR | \$ 50.00 |
| PAYPAL | \$ 49.06 |
| FAMILY FARE | \$ 47.84 |
| APPLEBEES | \$ 46.60 |
| RENTAL INVESTMENT IN | \$ 46.00 |
| FATZOS PIZZA COOPERS | \$ 43.79 |
| INDEED JOBS | \$ 43.34 |
| HOLLAND FOOT & ANKLE | \$ 40.00 |
| COMMON SENSE PLUS | \$ 39.99 |
| KAAT'S WATER COND | \$ 39.20 |
| GALLOWAY JERMAINE C | \$ 35.00 |
| DNH*GODADDY.COM | \$ 34.72 |
| BROOKLYN BAGELS HENR | \$ 33.79 |
| FSP*APA WEST MICHIGA | \$ 30.00 |
| MICROSOFT CORP | \$ 30.00 |
| GENUINE PARTS COMPAN | \$ 29.97 |
| UNITED PARCEL SERVIC | \$ 29.71 |
| MARATHON PETRO | \$ 29.64 |
| CHICK-FIL-A #03769 | \$ 29.15 |
| FRANKLIN PLANNER | \$ 28.73 |
| HARBOR FREIGHT TOOLS | \$ 26.97 |
| DOLLAR TREE | \$ 26.50 |

| VENDOR: | AMOUNT: |
|----------------------|----------------------|
| NPDB NPDB-HIPDB.HRSA | \$ 25.00 |
| JONES & BARTLETT LEA | \$ 25.00 |
| BLUE SKYS APP | \$ 24.99 |
| FACEBK R6PZSVJLL2 | \$ 22.52 |
| PARKING EP/PS | \$ 22.00 |
| MAILCHIMP | \$ 20.00 |
| BORCULO FUEL SERVICE | \$ 20.00 |
| TIM HORTON'S #914758 | \$ 19.98 |
| ASSOC FOR TALENT DEV | \$ 19.95 |
| ANNAS HOUSE - HOLLAN | \$ 19.61 |
| STERLING CONEY ISLAN | \$ 17.88 |
| MUSKEGON CITY OF | \$ 17.38 |
| GANNETT NEWSRPRR CN | \$ 15.99 |
| BELL TRANS | \$ 15.45 |
| HOME TURF | \$ 13.66 |
| THRIFT BOOKS GLOBAL | \$ 12.63 |
| OZZYS KABOB | \$ 12.59 |
| ELLIS PARKING | \$ 12.00 |
| LAS VEGAS MONORAIL | \$ 11.00 |
| GORDON WATER SYSTEMS | \$ 10.79 |
| MCDONALD'S F30617 | \$ 10.05 |
| LIBIB.COM | \$ 9.00 |
| 3R&J CONSULTING | \$ 9.00 |
| PIRATE SHIP POSTAGE | \$ 7.06 |
| HOBBY LOBBY STORES I | \$ 6.86 |
| REMARKABLE | \$ 2.99 |
| AMERICAN AED LLC | \$ - |
| WWW.DETROITHOLSTER.C | \$ (14.18) |
| MAGNUM ELECTRONICS I | \$ (15.64) |
| LIVONIA HOSPITALITY | \$ (52.42) |
| RADWELL INTERNATIONA | \$ (99.75) |
| BOYNE USA INC | \$ (727.06) |
| Grand Total | \$ 102,668.84 |

Action Request



Committee: Board of Commissioners

Meeting Date: 01/16/2024

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: Quarterly Financial Status Report

Suggested Motion:

To receive for information the detailed Financial Statements for the General Fund and Mental Health Fund, as well as a higher level summary for the Special Revenue Funds, through the end of the 4th quarter of Fiscal Year 2023.

Summary of Request:

The reports are distributed in department level detail for the year to date revenue and expenditure budgets and actual activity. The activity is summarized at the end of each report to reflect the total revenues, total expenditures, and fund balance.

Financial Information:

| | | | | | |
|--------------------|---------------------------|---------------------|------------------------------|-----------------------------|---|
| Total Cost: \$0.00 | General Fund Cost: \$0.00 | Included in Budget: | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> N/A |
|--------------------|---------------------------|---------------------|------------------------------|-----------------------------|---|

If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective:

Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Finance and Administration 1/9/2024

Summary of Request Continued:



Karen Karasinski
Fiscal Services Director

Myra Ocasio
Fiscal Services Assistant Director

Fiscal Services Department
12220 Fillmore Street
West Olive, MI 49460

West Olive (616) 738-4847
Fax (616) 738-4098
e-mail: kkarasinski@miottawa.org
mocasio@miottawa.org

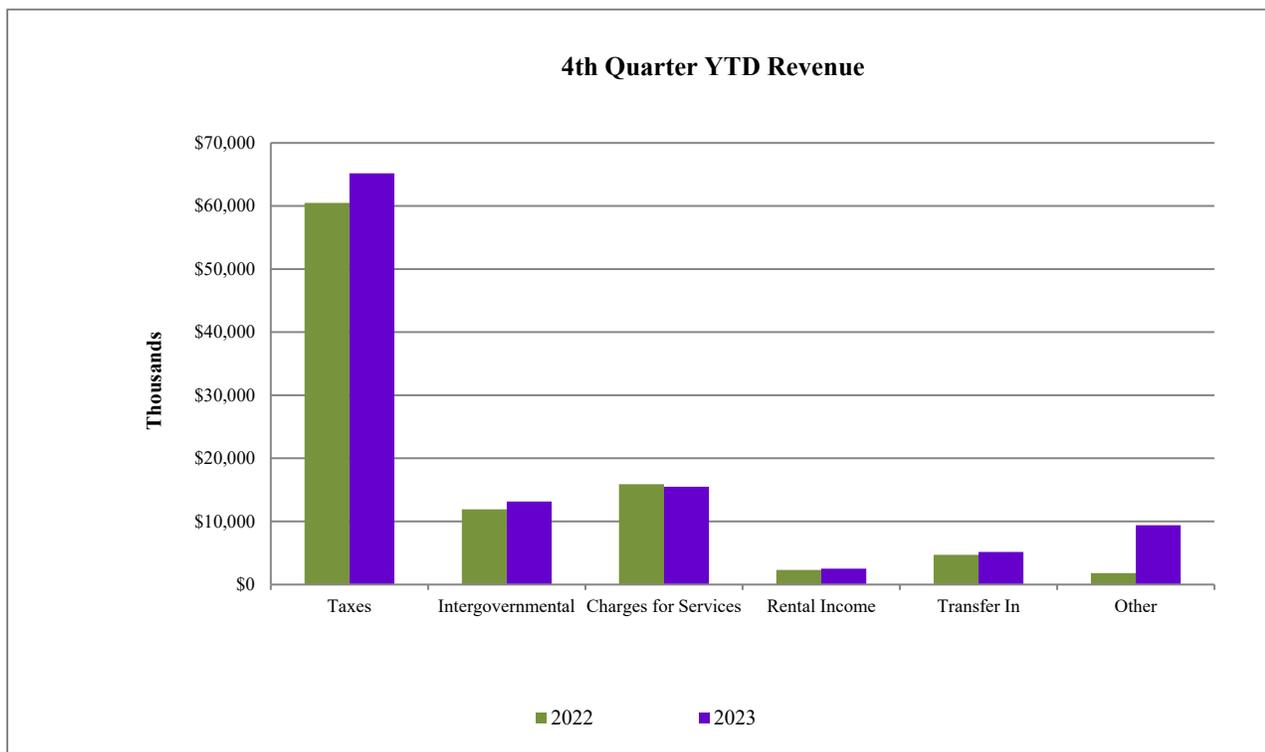
TO: Finance and Administration Committee
FROM: Karen Karasinski, Fiscal Services Director
SUBJECT: Quarterly Financial Status Report
DATE: January 9, 2024

The fourth quarter of Fiscal year 2023 financial statements for the General Fund and Mental Health Fund as well as a summary for the American Recue Plan Act (ARPA) funds and the Special Revenue funds are presented for your review. The attached schedules provide a budget to actual comparison for these funds. This memorandum is an overview intended to highlight significant trends and activities as well as provide an opportunity to discuss variances and/or events outside of the normal course of business.

General Fund 4th Quarter 2023, Period Ending September 30, 2023

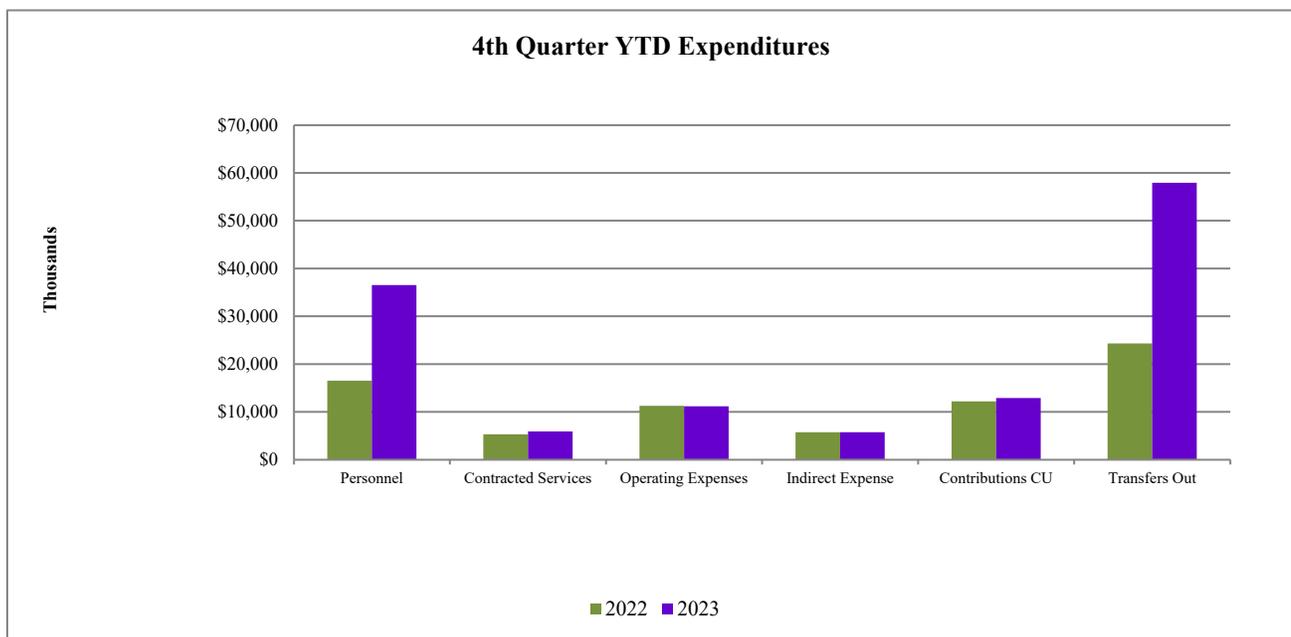
Period ending revenues and expenditures are on track with the budget for the General Fund.

REVENUE



- The tax revenue for the pass-thru levy for the Road Commission and Central Dispatch are billed in December, and generally received in December, January, and February. Property Taxes for County operating purposes are billed and generally received in July, August, and September. As of September 30th the current trend is consistent with what we expect. Total amount received, as compared to budget, is consistent with the same quarter last fiscal year.
- Intergovernmental revenue is primarily comprised of the state share revenue and grant revenue. The County received an increase in the State Share revenue grant in FY23. Total amount received, as compared to budget, is consistent with the same quarter last year.
- Charges for Services revenue is primarily comprised of Indirect Administrative Services, Real Estate Transfer Tax and Miscellaneous Court Costs as well as Civil Infractions. The Indirect Administrative Services is an allocation of the central service departments expenses to all the internal departments of the county that are serviced. Totals reflect a comparable amount to the same quarter last year.
- Rental Income represents the amounts charged to internal departments for the use of the facilities.
- Transfer In represents funds transferred to the General Fund from other funds.
- Other revenue is comprised of donations and reimbursements as well as fines and interest on investments. The increase over last year is due to an increase in Investment Interest plus the receipt of \$6.7m in funds attributed to the PolyChlorinated Biphenyls (PCB) Settlement.
- All other revenues are in line with budgeted projections.

EXPENDITURE



- The increase in personnel is a result of the continued impact of the use of American Rescue Plan Act funds (ARPA). Last year ARPA Revenue Replacement funds were used to pay personnel expenses for the following services; Court, Prosecuting Attorney, Clerk and Public Safety.
- The significant increase in Transfers Out is due to the budgetary savings from the use of ARPA funds from the previous year which were transferred to the Board Initiatives Fund for revenue replacement projects for the County.
- Overall, appropriations are within a reasonable and historical consistent range for this time of year.

AMERICAN RESCUE PLAN ACT (ARPA) UPDATE:

- Below is a summary of the Loss Revenue that’s been calculated for the ARPA funds along with the eligible expenses that have been allocated for the projects approved by the Board

ARPA Allocation

\$56,684,556.00

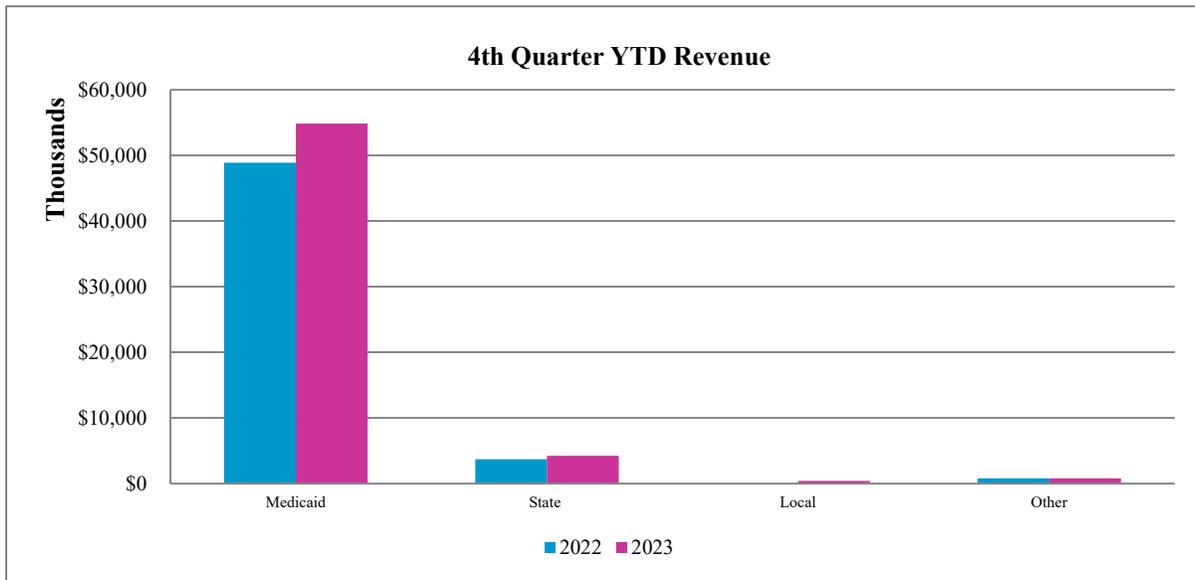
| | Project Amount | Paid/Reported To Treasury | Balance |
|--|------------------------|---------------------------|-----------------------|
| 2020 Revenue Replacement (\$19,030,058) | | | |
| Public Safety Payroll | 19,030,058.00 | \$19,030,058.00 | \$0.00 |
| 2021 Revenue Replacement (\$20,712,572) | | | |
| Public Safety Payroll | 9,678,380.00 | 9,678,380.00 | - |
| Court Services | 6,526,116.00 | 6,526,116.00 | - |
| Prosecuting Attorney Services | 2,946,358.00 | 2,946,358.00 | - |
| Clerk Services | 1,561,718.00 | 1,561,718.00 | - |
| ODC Network-Childcare Slots | 7,500,000.00 | 3,750,000.00 | 3,750,000.00 |
| 2022 Revenue Replacement (\$9,442,026) | | | |
| Public Safety Payroll | 7,044,132.00 | 7,044,132.00 | - |
| Court Services | 2,397,794.00 | 2,397,794.00 | - |
| Total | \$56,684,556.00 | \$52,934,556.00 | \$3,750,000.00 |

Mental Health Fund

4th Quarter 2023, Period Ending September 30, 2023

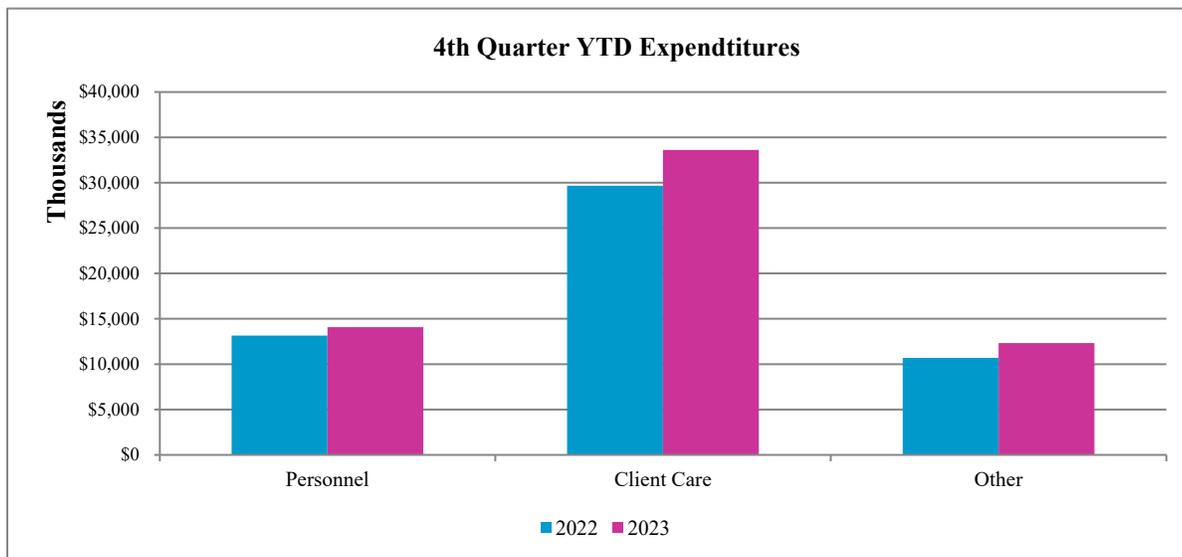
Mental Health revenues and expenditures are within budgeted projections through the second quarter.

REVENUE



- Medicaid revenue continues to increase compared to last year. Contributing factors include higher rates from the Lakeshore Regional Entity (LRE) plus changes in eligibility which have increased Medicaid membership. Additionally, a monthly member payment protocol for the distribution of Medicaid revenues has been implemented by the LRE resulting in earlier receipt of budgeted revenues.

EXPENDITURES



- Personnel expenditures show an increase from 2022 to 2023 due to anticipated staffing salary and benefit increases, and the addition of new positions as a result of new programs being implemented. A significant portion of personnel provide direct care services.
- The increase in Client Care expenses over last year is primarily due to an increase in Contracted Services as a result of new programs being implemented.

**GENERAL FUND (101) - INTERIM STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**

Fiscal Year 2023, 4th Quarter ending September 30, 2023

(with comparative actual amounts for Fiscal Year 2022, 4th Quarter ending September 30, 2022)

| | 2023 | | | | 2022 | | |
|---|----------------------|----------------------|----------------------|--------------------------|------------------------|-------------------------|---------------------|
| | Original Budget | Amended Budget | Actual 9/30/2023 | % Difference from budget | Difference from budget | 2022 Total at 9/30/2022 | Actual Audited |
| Revenues: | | | | | | | |
| Taxes | \$66,050,870 | \$66,094,520 | \$65,180,497 | 98.6% | (\$914,023) | \$60,487,158 | \$60,487,158 |
| Intergovernmental | 12,342,135 | 13,628,779 | 13,134,857 | 96.4% | (493,922) | 11,906,139 | 11,906,139 |
| Charges for services | 16,285,405 | 16,324,679 | 15,484,619 | 94.9% | (840,060) | 15,902,987 | 15,902,987 |
| Fines and forfeits | 82,100 | 82,100 | 129,742 | 158.0% | 47,642 | 113,882 | 113,882 |
| Interest on investments | 213,875 | 213,875 | 1,381,189 | 645.8% | 1,167,314 | 376,487 | 376,487 |
| Licenses and permits | 372,191 | 372,191 | 315,327 | 84.7% | (56,864) | 357,984 | 357,984 |
| Rental income | 2,525,774 | 2,606,614 | 2,493,285 | 95.7% | (113,328) | 2,310,651 | 2,310,651 |
| Other Revenue | 562,422 | 768,664 | 7,572,196 | 985.1% | 6,803,532 | 958,653 | 958,653 |
| Transfers In | 6,216,418 | 6,330,408 | 5,140,937 | 81.2% | (1,189,470) | 4,703,061 | 4,703,061 |
| Total revenues | \$104,651,190 | \$106,421,829 | \$110,832,650 | 104.1% | \$4,410,821 | \$97,117,002 | \$97,117,002 |
| Expenditures by Department: | | | | | | | |
| Board of Commissioners | \$720,866 | \$742,356 | \$695,213 | 93.6% | \$47,143 | \$670,310 | \$670,310 |
| Circuit Court | 5,456,665 | 5,674,051 | 5,302,791 | 93.5% | 371,260 | 3,171,187 | 3,171,187 |
| Clerk/Register of Deeds | 3,729,066 | 3,921,006 | 3,509,176 | 89.5% | 411,829 | 1,755,051 | 1,755,050 |
| Community Action Agency | 29,000 | 29,000 | 29,000 | 100.0% | 0 | 39,473 | 39,473 |
| Corporate Counsel | 479,775 | 589,775 | 568,279 | 96.4% | 21,496 | 1,032,062 | 1,032,062 |
| County Administrator | 1,090,604 | 1,434,263 | 1,332,243 | 92.9% | 102,020 | 819,829 | 819,829 |
| Department of Strategic Impact | 1,839,508 | 2,370,663 | 1,564,216 | 66.0% | 806,447 | 1,722,952 | 1,722,952 |
| District Court | 8,842,654 | 6,486,954 | 5,852,292 | 90.2% | 634,662 | 3,655,626 | 3,655,626 |
| Diversity Equity and Inclusion | 286,886 | 141,358 | 130,576 | 92.4% | 10,782 | 316,517 | 316,517 |
| Equalization | 1,855,710 | 1,858,940 | 1,762,593 | 94.8% | 96,347 | 1,725,411 | 1,725,411 |
| Facilities | 5,321,962 | 5,541,680 | 5,357,501 | 96.7% | 184,179 | 4,199,145 | 4,199,145 |
| Fiscal Services | 2,422,580 | 2,357,651 | 2,050,062 | 87.0% | 307,589 | 2,558,148 | 2,558,148 |
| Human Resources | 1,427,508 | 1,427,685 | 1,299,642 | 91.0% | 128,044 | 1,110,377 | 1,110,377 |
| Innovation and Technology | 615,303 | 615,303 | 597,644 | 97.1% | 17,659 | 595,851 | 595,851 |
| MSU Extension | 420,278 | 420,278 | 411,546 | 97.9% | 8,732 | 395,823 | 395,823 |
| Non Departmental (Transfers, Insurance) | 17,961,003 | 59,711,329 | 58,984,589 | 98.8% | 726,740 | 25,076,570 | 25,076,570 |
| Probate Court | 1,074,694 | 1,102,126 | 1,101,881 | 100.0% | 245 | 609,750 | 609,750 |
| Prosecutor | 5,552,567 | 5,559,156 | 4,934,884 | 88.8% | 624,272 | 2,255,470 | 2,255,470 |
| Public Defender | 1,440 | 3,980 | 3,774 | 94.8% | 206 | 2,570 | 2,570 |
| Public Health | 615,092 | 615,092 | 610,603 | 99.3% | 4,489 | 589,498 | 589,498 |
| Sheriff | 30,608,625 | 21,446,483 | 18,921,289 | 88.2% | 2,525,193 | 8,727,780 | 8,727,780 |
| State Extension | 159,670 | 159,670 | 144,728 | 90.6% | 14,942 | 154,882 | 154,882 |
| Treasurer | 13,901,191 | 13,911,184 | 13,893,925 | 99.9% | 17,259 | 13,137,693 | 13,137,693 |
| Water Resources | 1,238,544 | 1,238,544 | 1,159,833 | 93.6% | 78,711 | 1,023,515 | 1,023,515 |
| Total General Fund Expenditures | \$105,651,190 | \$137,358,527 | \$130,218,280 | 94.8% | \$7,140,247 | \$75,345,488 | \$75,345,487 |
| Net change in fund balance | (1,000,000) | (30,936,698) | (19,385,630) | | 11,551,068 | 21,771,514 | 21,771,515 |
| Fund balance, beginning of year | 56,238,209 | 56,238,209 | 56,238,209 | | 0 | 34,466,692 | 34,466,694 |
| Fund balance, end of year | <u>\$55,238,209</u> | <u>\$25,301,511</u> | <u>\$36,852,578</u> | | <u>\$11,551,068</u> | <u>\$56,238,206</u> | <u>\$56,238,209</u> |

**MENTAL HEALTH (222) - INTERIM STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**

Fiscal Year 2023, 4th Quarter ending September 30, 2023
(with comparative actual amounts for Fiscal Year 2022, 4th Quarter ending September 30, 2022)

| | 2023 | | | | | 2022 | |
|---------------------------------|---------------------|---------------------|---------------------|-------------------------|------------------------|-------------------------|---------------------|
| | Original Budget | Amended Budget | Actual 9/30/2023 | Actual as a % of Budget | Difference from budget | 2022 Total at 9/30/2022 | Actual Audited |
| Revenues: | | | | | | | |
| Intergovernmental | \$53,313,148 | \$60,953,958 | \$59,542,650 | 97.7% | (\$1,411,308) | \$52,727,059 | \$52,727,059 |
| Charges for services | 242,400 | 242,400 | 50,308 | 20.8% | (192,092) | 64,424 | \$64,424 |
| Interest on investments | 72,024 | 72,024 | 165,293 | 229.5% | 93,269 | 36,397 | \$36,397 |
| Rental income | - | - | 5,460 | 0.0% | 5,460 | 4,550 | \$4,550 |
| Other Revenue | 49,000 | 52,410 | 59,242 | 113.0% | 6,832 | 57,860 | \$57,860 |
| Transfers In | 882,307 | 501,360 | 501,360 | 100.0% | 0 | 620,295 | \$620,295 |
| Total revenues | \$54,558,879 | \$61,822,152 | \$60,324,313 | 97.6% | (\$1,497,838) | \$53,510,584 | \$53,510,584 |
| Expenditures: | | | | | | | |
| Salaries | \$9,112,488 | \$9,185,390 | \$8,951,316 | 97.5% | \$234,075 | \$8,358,904 | \$8,358,904 |
| Fringe Benefits | 5,224,772 | 5,487,528 | 5,129,520 | 93.5% | 358,008 | 4,790,045 | 4,790,045 |
| Supplies | 312,622 | 223,274 | 182,299 | 81.6% | 40,976 | 220,648 | 220,648 |
| Contracted Services | 36,892,821 | 44,146,029 | 43,095,834 | 97.6% | 1,050,195 | 37,752,595 | 37,752,595 |
| Operating Expenses | 1,029,996 | 815,039 | 735,487 | 90.2% | 79,553 | 740,970 | 740,970 |
| Maintenance & Repair | 31,555 | 33,767 | 31,780 | 94.1% | 1,987 | 21,125 | 21,125 |
| Utilities | 170,651 | 150,372 | 133,045 | 88.5% | 17,327 | 131,922 | 131,922 |
| Insurance | 467,112 | 456,516 | 446,800 | 97.9% | 9,715 | 325,110 | 325,110 |
| Indirect Expenses | 1,316,862 | 1,319,784 | 1,316,860 | 99.8% | 2,924 | 1,152,732 | 1,152,732 |
| Transfers Out | - | - | - | | | - | - |
| Total Expenditures | \$54,558,879 | \$61,817,699 | \$60,022,940 | 97.1% | \$1,794,759 | \$53,494,050 | \$53,494,050 |
| Net change in fund balance | - | 4,453 | 301,374 | | 296,921 | 16,535 | 16,535 |
| Fund balance, beginning of year | 270,535 | 270,535 | 270,535 | | - | 29,011 | 254,000 |
| Fund balance, end of year | \$270,535 | \$274,988 | \$571,908 | | \$296,921 | \$45,546 | \$270,535 |

**COUNTY OF OTTAWA
Fiscal 2023**

| | Original Revenue Budget | Adjusted Revenue Budget | Revenue Actual | % of budget | Original Expenditure Budget | Adjusted Expenditure Budget | Expenditure Actual | % of budget | Budgeted Fund Balance Gain (Use) | Current Fund Balance Gain (Use) |
|--|-------------------------------|-------------------------------|-------------------|-------------|-----------------------------------|-----------------------------------|-----------------------|----------------|--|---------------------------------------|
| Special Revenue Funds | | | | | | | | | | |
| American Rescue Plan Act | - | 19,248,783 | 15,498,783 | 81% | - | 19,248,783 | 15,498,783 | 81% | - | - |
| Child Care | 8,292,718 | 8,560,991 | 8,451,511 | 98.7% | 8,292,718 | 8,560,991 | 7,447,473 | 87% | - | 1,004,038 |
| Concealed Pistol License | 160,500 | 160,500 | 167,942 | 105% | 101,026 | 101,026 | 89,988 | 89% | 59,474 | 77,954 |
| Crime Victim Assistance Fund | - | 1,000,000 | 1,031,824 | 103% | - | - | - | #DIV/0! | 1,000,000 | 1,031,824 |
| Department of Health & Human Services | 61,440 | 61,440 | 61,440 | 100% | 61,440 | 61,440 | 61,440 | 100% | - | - |
| Farmland Preservation | 687,567 | 3,284,180 | 617,685 | 19% | 687,567 | 2,352,180 | 687,060 | 29% | 932,000 | (69,375) |
| Federal Forfeiture | - | - | 1,774 | 0% | 4,000 | 4,000 | - | 0% | (4,000) | 1,774 |
| Friend of the Court | 5,618,403 | 5,908,277 | 5,895,397 | 100% | 5,618,403 | 5,908,277 | 5,719,228 | 97% | - | 176,169 |
| General Fund Board Initiatives | - | 41,534,074 | 41,534,074 | 100% | - | 35,417,638 | 28,822,752 | 81% | 6,116,436 | 12,711,322 |
| General Fund Cell Towers | 214,288 | 230,888 | 231,863 | 100% | 16,150 | 36,902 | 11,766 | 32% | 193,986 | 220,097 |
| General Fund DB/DC | 4,470,380 | 4,470,380 | 4,417,584 | 99% | 4,446,816 | 4,446,816 | 4,446,816 | 100% | 23,564 | (29,232) |
| General Fund Infrastructure | 5,490 | 5,490 | 20,481 | 373% | 125,000 | 125,000 | 125,000 | 100% | (119,510) | (104,519) |
| General Fund Solid Waste Clean-Up | 22,718 | 22,718 | 66,167 | 291% | 1,600,000 | 420,000 | 420,000 | 100% | (397,282) | (353,833) |
| General Fund Stabilization | - | - | - | | - | - | - | - | - | - |
| Homestead Property Tax | 5,410 | 5,410 | 9,991 | 185% | 1,760 | 1,760 | 734 | 42% | 3,650 | 9,257 |
| Landfill Tipping Fees | 2,176,100 | 996,100 | 1,056,494 | 106% | 2,457,230 | 1,092,230 | 967,042 | 89% | (96,130) | 89,452 |
| Mental Health Millage & Grants | 7,984,192 | 10,116,754 | 8,631,727 | 85% | 8,526,560 | 10,720,053 | 7,503,832 | 70% | (603,299) | 1,127,895 |
| Opioid Settlement | - | - | 9,138 | #DIV/0! | - | - | - | #DIV/0! | - | 9,138 |
| Other Governmental Grants | 4,207,480 | 5,869,281 | 3,239,732 | 55% | 4,207,480 | 5,915,896 | 3,379,096 | 57% | (46,615) | (139,364) |
| Parks & Recreation | 6,003,704 | 6,184,005 | 6,475,057 | 105% | 7,012,269 | 7,977,775 | 6,995,722 | 88% | (1,793,769) | (520,666) |
| Public Defender's Fund | 4,525,525 | 4,525,525 | 4,383,924 | 97% | 4,525,525 | 4,525,525 | 4,383,924 | 97% | - | - |
| Public Health | 13,012,691 | 18,239,651 | 18,142,192 | 99% | 15,258,827 | 18,546,959 | 15,698,233 | 85% | (307,309) | 2,443,959 |
| Register of Deeds Technology | 279,078 | 279,078 | 197,582 | 71% | 327,429 | 354,429 | 266,062 | 75% | (75,351) | (68,479) |
| Sheriffs Contracts | 10,794,553 | 10,906,966 | 10,039,072 | 92% | 10,675,523 | 10,751,079 | 9,914,670 | 92% | 155,886 | 124,402 |
| Debt Service Funds | 7,447,083 | 7,447,083 | 6,211,118 | 83% | 7,447,083 | 7,447,083 | 7,447,582 | 100% | - | (1,236,464) |
| Capital Projects Funds | 11,597,549 | 36,596,103 | 15,984,545 | 44% | 13,216,731 | 40,428,416 | 7,576,230 | 19% | (3,832,314) | 8,408,314 |
| Building Authority Capital Projects | - | 2,000,000 | 714,575 | 36% | - | 27,551,782 | 15,468,151 | 0% | (25,551,782) | (14,753,576) |

Action Request

Electronic Submission – Contract # 2083



Committee: BOARD OF COMMISSIONERS

Meeting Date: 11/7/2023

Vendor/3rd Party: MICHIGAN STATE UNIVERSITY EXTENSION

Requesting Department: OTHER

Submitted By: JAMES KELLY

Agenda Item: FY2024 AGREEMENT FOR MSU EXTENSION SERVICES

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the FY2024 Agreement for Extension Services between Ottawa County and MSU Extension at a cost of \$272,572.00

Summary of Request:

Approval for allocation of funding for Michigan State University Extension Services.

Financial Information:

Total Cost: \$272,572.00

General Fund Cost: \$272,572.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 1: To Maintain and Improve the Strong Financial Position of the County. Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County. Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders. Goal 4: To Continually Improve the County's Organization and Services.

Administration:

Recommended by County Administrator:

10/16/2023 5:02:30 PM

Committee/Governing/Advisory Board Approval Date: 11/7/2023

AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES (“Agreement”) is entered into on _____ by and between Ottawa County, Michigan (“County”), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY (“MSU”) on behalf of MICHIGAN STATE UNIVERSITY EXTENSION (MSUE”).

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation’s land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan’s economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

Further, as an organization committed to the principles of diversity, equity and inclusion, we will work collaboratively with our community partners to ensure participation from the broad human diversity of each community (including race, color, religion, national origin, age, sex, disability, height, weight, marital status, gender, gender identity (gender expression), political beliefs, sexual orientation, family status, veteran status or any other factor prohibited by applicable law) and work to make our programs accessible and inclusive of the multiple realities and forms of knowledge that will support equitable outcomes for all throughout Michigan’s 83 counties;

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community, Food & Environment

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.

2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. 1.5 FTE 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel (“Personnel”).
6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Office and meeting space meeting the following requirements:
 - a. Sufficient office space to house Extension staff as agreed upon between the County and the MSUE District Director.
 - b. Utilities, including telephone and telephone service sufficient to meet the needs of Personnel utilizing MSUE office space.
 - c. High-speed Internet service sufficient to meet the needs to Personnel utilizing the MSUE office space.
 - d. Access to space for delivering Extension programs.
 - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible.
3. Clerical support for staff for the MSUE office as agreed upon between the County and MSUE District Director that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

1.5 FTE County employed Support Staff

Optional:

4. Funding for additional Extension educators at **1.05 FTE**
5. Funding for additional 4-H program capacity at **0 FTE**
6. Funding for additional Temp/On-Call Office and Program Support
7. Total Annual Assessment in the amount of **\$272,572**

Payments due and payable under the terms of this agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, Michigan 48824

C. Staffing and Financial Summary:

A. Base Assessment (includes 1.5 FTE 4-H Program Coordination) \$138,859

ADDITIONAL PERSONNEL

B. 0 FTE Clerical Support Staff to be employed by MSU \$0
C. .5 FTE Educator (AABI; Program Area: Environmental Quality) \$57,231
D. .55 FTE Educator (AABI; Program Area: Small Fruit) \$62,954
E. Additional Temp/On-Call Office and Program Support \$13,528

TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2024: \$272,572

I. Term and Termination

The obligations of the parties under this Agreement will commence on October 1, 2023, the first day of the County budget year 2024 and shall terminate on the last day of such County budget year 2024. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Ottawa County Fiscal Services, 12220 Fillmore Street, Suite 300, West Olive, MI 49464, if to the County.

II. General Terms

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.

2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
3. **Assignment.** This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

By:  Digitally signed by Evonne Pedawi
Date: 2023.10.06 16:59:29 -04'00'

Evonne Pedawi
Contract & Grant Administration
Its: _____
Date: _____

OTTAWA COUNTY

By: _____

Print name: _____

Its: _____
(title)

Date: _____

Appendix A
Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever-changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media platforms. We view communication with our constituents through Facebook, Twitter, Instagram, YouTube, and other emerging social media to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Director. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:
NetRange35.8.0.0 - 35.9.255.255 CIDR35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

Office 365 – Details on what to open are at <https://docs.microsoft.com/en-us/microsoft-365/enterprise/urls-and-ip-address-ranges?view=o365-worldwide>
search.msu.edu
35.9.160.36 (1935,443 authentication)
45.60.149.216
35.9.247.31 (zoom.msu.edu)
d2l.msu.edu (80 and 443) (D2L – Desire to Learn @ Brightspace.com)
108.161.147.0/24, 199.231.78.0/24, 64.62.142.12/32, 209.206.48.0/20 (external) Meraki Cloud communication
199.231.78.148/32, 64.156.192.245/32 (external) Meraki VPN registry

The following applications are necessary on all computers – MS Office (preferably O365, MSUE provides MS licensing), Adobe Acrobat, Zoom, SAP client, VPN client, Antivirus. (Most recent version of Chrome, Firefox, or Edge)

Other notable web server/sites IP addresses:

canr.msu.edu – 52.5.24.1
msue.anr.msu.edu – 52.5.24.1
events.anr.msu.edu/web3.anr.msu.edu – 45.60.11.113
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220
master Gardener (External) – 128.120.155.54
extension.org (External) – 54.69.217.186 msu.zoom.us (External)

Questions may be directed to anr.support@msu.edu where they will be routed to the best person to assist you.

Action Request



Committee: Board of Commissioners

Meeting Date: 01/16/2024

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: FY24 Budget Adjustments

Suggested Motion:

To approve FY2024 budget adjustments per the attached schedule.

Summary of Request:

Approve budget adjustments processed during the month for appropriation changes and line item adjustments.

Mandated action required by PA 621 of 1978, the Uniform Budget and Accounting Act.

Compliance with the Ottawa County Operating Budget Policy.

Financial Information:

| | | | | | |
|--------------------|---------------------------|---------------------|------------------------------|--|------------------------------|
| Total Cost: \$0.00 | General Fund Cost: \$0.00 | Included in Budget: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> N/A |
|--------------------|---------------------------|---------------------|------------------------------|--|------------------------------|

If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective:

Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date: Finance and Administration 1/9/2024

| | Fund | Department | Explanation | Revenue | Expense |
|---------|-------------------------------------|---|---|----------------|--------------------------|
| 02-1445 | General Fund General Fund | Facilities Non-Departmental | Appropriate funds from Contingency to replace a heat exchanger at the Holland District Court. | | \$ 13,000 \$ (13,000) |
| 02-1451 | Mental Health Millage & Grants Fund | Community Mental Health | To recognize revenue and appropriate expenses for FY23 carryforward to FY24 of the Diversion Intervention from Boundary Spanners grant. This grant helps individuals with behavioral health conditions re-enter the community with the goal of reducing recidivism rates. Total Grant: \$274,243 Grant Period - FY24 | \$ 57,911 | \$ 57,911 |
| 02-1478 | Other Govt Grants | Circuit Court | To recognize revenue and appropriate expenses for an increase of the Adult Drug Court Treatment program. Total Grant: \$157,000 Grant Period - FY24 | \$ 18,179 | \$ 18,179 |
| 02-868 | Parks CIP | Grand River Greenway Coastal Resilience | To recognize revenue and appropriate expenses for the Board approved action to accept \$275,000 in grant dollars from the National Fish & Wildlife Foundation for assistance in completing work related to Ottawa Sands. | \$ 275,000 | \$ 275,000 |
| 03-936 | Health Fund | Public Health | To increase Children's Special Health Care Services Outreach & Advocacy Grant to amount awarded and appropriate expense. This is a recurring grant. Total Grant: \$216,765 Grant Period - FY24 | \$ 39,089 | \$ 39,089 |

| | Fund | Department | Explanation | Revenue | Expense |
|---------|-----------------------|--|---|--------------|--------------|
| 03-1055 | Governmental Grants | CAA - Community Services Block Grant | Annual grant received by the County Community Action Agency to provide services to reduce poverty. Adjusted budget to amount available in FY24 (\$644,737.37) | \$ 3,618 | \$ 3,618 |
| | | CAA - Bipartisan Infrastructure Bill Grant | FY 24 Bipartisan Infrastructure Bill grant adjusted to award (\$676,150). This grant provides weatherization services for low-income households to receive energy efficient measures in the home. | \$ 25,000 | \$ 25,000 |
| | | CAA - Deferral Reduction | Community Action Agency (CAA) received \$543,269 in State funding for the Deferral Reduction program. Funds will be used to repair low-income residential buildings to correct health and safety conditions that would require a deferral from participation in energy efficiency and weatherization programs. | \$ 513,269 | \$ 513,269 |
| 03-1095 | Parks CIP | Ottawa Sands Lake Loop | As Approved by the Parks Board on 12/20/23: One project account was initially budgeted for Ottawa Sands Phase 1. Two additional project accounts were set up and budgeted. This amendment will eliminate the redundant budgetary accounts for the Ottawa Sands project and reallocate the budget to the appropriate accounts. | \$ 150,000 | \$ 150,000 |
| | | Ottawa Sands Restroom | | \$ 100,000 | \$ 100,000 |
| | | Ottawa Sands Phase 1 | | \$ (934,344) | \$ (934,344) |
| 03-1096 | Parks CIP | Capital Project Maintenance | As approved by the Parks Board on 11/15/23: Kirk Park | \$ (5,000) | \$ (5,000) |
| | | Capital Project Maintenance | Playground funding reallocated for ADA accessible equipment | \$ (13,811) | \$ (13,811) |
| | | Kirk Park Playground | | \$ 18,811 | \$ 18,811 |
| 03-1145 | Landfill Tipping Fees | Public Health | To appropriate expense for a Landfill Environmental Review and Optimization Consultant | | \$ 30,000 |

| | Fund | Department | Explanation | Revenue | Expense |
|-------|-------------------------------|---------------------------|---|------------|--------------|
| 04-23 | General Fund | Administrator | The cost of living adjustment in the FY24 adopted budget was | | \$ 27,160 |
| | | Fiscal Services | 2% and the actual / negotiated increase was 6%. The total | | \$ 46,582 |
| | | Clerk/ROD | additional cost was \$2,132,828, funded by grant funds, | | \$ 67,285 |
| | | Innovation and Technology | reserves, adjusted estimate for interest earnings and General | | \$ 13,607 |
| | | Treasurer | Fund contingency. | \$ 750,000 | \$ 14,317 |
| | | Equalization | | | \$ 42,676 |
| | | Facilities | | | \$ 57,303 |
| | | Corporate Counsel | | | \$ 2,810 |
| | | Human Resources | | | \$ 31,649 |
| | | Circuit Court | | | \$ 61,864 |
| | | District Court | | | \$ 144,956 |
| | | Probate Court | | | \$ 12,084 |
| | | Prosecutor's Office | | | \$ 123,088 |
| | | Sheriff | | | \$ 585,863 |
| | | Water Resources | | | \$ 23,584 |
| | | Public Health | | | \$ 3,893 |
| | | Dept of Strategic Impact | | | \$ 28,760 |
| | | MSU Extension | | | \$ 2,863 |
| | | Veteran Affairs | | | \$ 3,874 |
| | | Contingency | | | \$ (645,666) |
| | Parks & Recreation | Parks Department | | | \$ 100,294 |
| | Friend of the Court | County Clerk/ROD | | | \$ 5,827 |
| | | Sheriff | | | \$ 5,649 |
| | | Circuit Court | | \$ 80,725 | \$ 124,424 |
| | | Transfers In | | \$ 55,175 | |
| | General Fund | Transfers Out | | | \$ 55,175 |
| | Governmental Grants | Sheriff | | \$ 590 | \$ 590 |
| | | District Court | | | \$ 5,469 |
| | | Transfers In | | \$ 5,469 | |
| | General Fund | Transfers Out | | | \$ 5,469 |
| | Health Fund | Public Health | | | \$ 98,954 |
| | Landfill Tipping Fees | Public Health | | | \$ 756 |
| | ROD Automotion Fund | County Clerk/ROD | | | \$ 1,531 |
| | Concealed Pistol License Fund | County Clerk/ROD | | | \$ 2,287 |
| | Sheriff Contracts | Sheriff | | | \$ 245,191 |
| | Child Care Fund | Circuit Court | | \$ 110,856 | \$ 151,659 |
| | | Transfer In | | \$ 40,803 | |
| | General Fund | Transfer Out | | | \$ 40,803 |

Action Request

Electronic Submission – Contract # 2195



Committee: BOARD OF COMMISSIONERS

Meeting Date: 1/16/2024

Vendor/3rd Party: OPENGOV

Requesting Department: FISCAL SERVICES

Submitted By: TYLER WEAVERS

Agenda Item: FISCAL SERVICES BUDGET SOFTWARE CONTRACT

Suggested Motion:

To approve the contract with OpenGov, Inc for the purchase of a budgeting and planning software

Summary of Request:

In the FY24 Adopted Budget, the Board approved \$120,000 for the purchase of a budgeting software. Through the review process of three major budgeting softwares, OpenGov, Inc was determined to be the most suitable and cost effective. This software will increase County fiscal transparency and allow for more effective scenario-based budget planning. Once fully operational, it can create dynamic and drillable financial dashboards for each County department and cost center. These capabilities will allow end users to view live budget-to-actual data, along with companion data such as personnel FTE and KPIs, as available. Additionally, the budgeting component will allow for flexibility in the budget cycle by easily creating multiple funding and cost scenarios to improve long-term decision-making.

This is a 5-year contract with options to renew years 6 and 7.

FY24 \$104,823.00

FY25 \$73,932.00

Financial Information:

Total Cost: \$423,479.00

General Fund Cost: \$423,479.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Administration:

Recommended by County Administrator:

1/15/2024 1:48:30 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 1/9/2024



OTTAWA COUNTY CONTRACT FOR OPENGOV FINANCIAL SOFTWARE

This CONTRACT is made and shall be effective upon execution by and between the County of Ottawa, a municipality in the State of Michigan, (hereinafter, the "County") acting by and through its duly elected Board of Commissioners, (hereinafter the "Board"), and OpenGov, Inc. (hereinafter, "Contractor"), with a principal place of business at 660 3rd Street, Suite 100, San Francisco, CA 94107 (hereby collectively referred to as "Party" or "Parties.")

IT IS HEREBY AGREED AS FOLLOWS:

1. **Statement of Work:** Contractor agrees to provide the "Services" which are detailed in Exhibit A, Statement of Work. It shall be the responsibility of Contractor to employ and assign to the project adequate personnel and equipment required to undertake and complete the work in a diligent, timely and orderly manner.
2. **Procurement Process:** The Parties acknowledge that Contractor was the contractor selected through a public, competitive bidding process by a school board in Albemarle County, Virginia, and this competitive bidding process resulted in Contract # 2022-218 between Contractor and the School Board of Albemarle County, Virginia.
3. **Software Services:**
 - a) Subject to the terms and conditions of this Contract, Contractor will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form ("Software Services").
 - b) **Support and Service Levels.** Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during Contractor's standard business hours. The County may report issues any time. However, Contractor will address issues during business hours. Contractor will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as the County is entitled to receive support under the applicable Order Form and this Agreement.
 - c) **Professional Services.** If Contractor or its authorized independent contractors provides professional services to the County, such as implementation services, then these professional services ("Professional Services") will be described in an applicable Statement of Work ("SOW") agreed to by the Parties. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.
 - d) **Relevant travel expenses** are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by the County.
 - e) **Restrictions.** The County may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Contract and

documentation. In addition, County shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to Contractor or the Software Services platform.

- f) Responsibilities. The County shall be responsible for obtaining and maintaining computers and third party software systems of record (such as the County's ERP systems) needed to connect to, access or otherwise use the Software Services. The County also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of the County user accounts by any party other than Contractor.

4. Intellectual Property Rights; License; Access to County Data

- a) The Software Services. Contractor owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of Contractor. The County may not copy, imitate, or use them, in whole or in part, without Contractor's prior written consent. Subject to the County's obligations under this Agreement, Contractor grants the County a non-exclusive, royalty-free license during the Term to use the Software Services.
- b) County Data. The County Data and the Intellectual Property Rights therein belong to the County. County grants Contractor and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the County Data for the purpose of providing the Software Services. The County further agrees that Contractor and its partners may use the insights gleaned from the aggregated, anonymized County Data for purposes of product enhancement, customer service, and data analysis. The right to use insights will survive expiration of this Contract.
- c) Access to County Data. The County may download the County Data from the Software Services at any time during the Term, excluding during routine software maintenance periods, but Contractor has no obligation to return County Data to County.
- d) Deletion of County Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the County Data shall be deleted pursuant to Contractor's standard data deletion and retention practices. Upon written request, the County may request deletion of the County Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at Contractor's address for notice in Section 10.2.

OPENGOV FINANCIAL SOFTWARE

- e) Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by the County to Contractor, including feedback provided through online developer community forums. The County grants Contractor a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and documentation. Contractor will exclusively own any improvements or modifications to the Software Services and documentation based on or derived from any of County's Feedback including all Intellectual Property Rights in and to the improvements and modifications.
5. Compensation: In consideration for the services to be performed by Contractor, the County agrees to pay Contractor the compensation set forth in Exhibit B. The total compensation for the initial 5-year term, inclusive of one-time implementation costs, concerning the Budget Software, shall not exceed \$423,479. Following the completion of the initial 5-year term, the parties may mutually agree to exercise two (2) additional 1-year renewals. If both Parties consent to renewal, the subsequent one-year terms shall reflect a 5% annual increase in compensation for software services compared to the preceding year. The compensation and terms for the Procurement Software will be delineated in a forthcoming amendment. Payment to the Contractor for services will be under the County's terms of Net 30.
6. Contract Documents: The following documents are the entire Contract between Contractor and the County. This Contract includes the following documents listed below, which are incorporated herein by reference and are deemed to be part of this Contract as if set forth in full:
- a) Exhibit A – Statement of Work
 - Exhibit B – Compensation
 - Exhibit C – Vendor Insurance Requirements
 - b) All Provisions required by law to be inserted in this contract whether actually inserted or not.
7. Performance
- a) Contractor shall perform the work as required by and in accordance with the schedule of time requirements set forth in Exhibit A.
 - b) Failure to complete services as required shall constitute breach of this Contract.
 - c) Contractor shall have thirty (30) calendar days to cure a breach of this Contract (the "Cure Period"). Failure to cure a breach of this Contract within said Cure Period shall allow County to, without further notice to Contractor, declare this Contract terminated and proceed with the replacement of Contractor and the County shall be entitled to all remedies available to it at law or in equity.
8. Terms of Contract: This Contract shall take effect upon mutual signature by both Parties. Unless terminated earlier in accordance with the terms specified herein, the initial term of this Contract shall be 5 years. Additionally, both Parties reserve the option to renew this Contract for two (2) additional 1-year terms upon mutual agreement.

OPENGOV FINANCIAL SOFTWARE

9. Expenses: Contractor shall be responsible for all the Contractor's expenses incurred while performing services under this Contract. This includes license fees, fuel and fleet maintenance, insurance premiums, telephone and all salary/payroll expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Contract.
10. Employees: Contractor and all Contractor' employees, while on County premises, shall carry proper identification. Examples of proper identification are State issued Driver's License or State issued Identification Card.

Contractor shall employ only United States citizens, legal residents, or legal resident aliens. Upon request of County, Contractor shall provide copies of, or access to, work/payroll records and necessary documents to verify status of employees.

Contractor will be supplied with a phone number to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted area will be designated by the authorized the County representative.

11. Materials: Contractor will furnish all materials, equipment and supplies used to provide the services required by this Contract.
12. Background Checks: (as required by the Facility) Contractor employees are subject to background checks to ensure, at a minimum, that no employee has a felony or domestic violence or other bar-able conviction(s). The background checks for Contractor employees will be conducted by the County prior to the commencement of any on-site work.
13. Compliance with Laws, Ordinances, and Regulations and Procurement of Permits:
 - a) This Contract is governed by the laws of the State of Michigan.
 - b) Contractor shall at all times comply with all local, state, and federal laws, rules, and regulations applicable to this Contract and the work to be done herewith.
 - c) Contractor shall obtain, and pay thereof, all permits required by any agency or authority having jurisdiction over the work. Contractor shall provide a copy of any permit to County within 3 business days of the County's request.
14. Exclusive Contract: This Contract, including exhibits attached hereto, a County Purchase Order or Contractor Order Form, if applicable, is the entire Contract between Contractor and the County for the services as detailed in Exhibit A and Exhibit B. Should the terms of any subsequent Purchase Order conflict with the terms of this Contract, including any of its exhibits, the terms of this Contract control and prevail.
15. Modifying the Contract: This Contract may be modified only by a writing signed by both Parties.

16. Record Keeping: Contractor shall keep all records related to this Contract for the term of this Contract and 3 years thereafter.
17. Dispute: In the event of any conflicts or discrepancies in the wording of any terms, provisions and conditions contained in this Contract, describing Contractor's obligations and responsibilities hereunder, said conflicts and discrepancies shall be resolved by first applying the interpretation of this Contract and its exhibits, attachments, and addendums, then the mutually agreed Contractor's planning documents that affirm the details of the Services to be provided. Any contract or modification of this Contract shall be written and signed by both Parties and will supersede any previous written understandings.

Should any disputes arise with respect to this Contract, Contractor and the County agree to act immediately to resolve any such disputes. Pending resolution of such dispute or difference and without prejudice to their rights, both Contractor and the County shall continue to respect all their obligations and to perform all their duties under this Contract.

18. Jurisdiction and Venue: The Parties' consent to the exercise of general personal jurisdiction over it by the Ottawa County Circuit Court. Any action on a controversy that arises under or in association with this Contract shall be brought in the State of Michigan, which both Parties agree is a reasonably convenient place for trial of the action. The Parties both agree that their consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.
19. Indemnification: Contractor agrees to indemnify, defend, and hold harmless the County and its officials, officers, employees, volunteers, and agents from and against any and all liability arising out of or in any way related to a breach of the Contractor's performance of services under this Contract, including, but not limited to, any and all liability resulting from or arising out of intentional, reckless, or negligent acts or omissions of Contractor, its employees, agents or subcontractors. Notwithstanding the foregoing, Contractor will not be liable for County's negligence, if any.
20. Insurance: Contractor agrees to provide proof of the following insurance coverages, as more fully set forth in Exhibit C, entitled Vendor Insurance Requirements: Workers' Compensation; Employers' Liability; Commercial General Liability; Umbrella/Excess Liability; and, if applicable, Automobile, Professional Liability, and Privacy and Security Liability (Cyber Security). Coverage limits are to be statutory and, if no statute applies, are to be at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These coverages shall protect Contractor and the County and their respective representatives against any and all claims arising out of or related in any way to the work performed or the products provided.

21. Relationship of Parties: Contractor is an independent contractor and is not an agent or employee of the County for any purpose including, but not limited to, the ability to bind the County and all labor or employee related matters such as tax withholding/reporting, employee wages or benefits, or workers compensation. This Contract is not intended to create any joint venture or partnership of any kind. The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
22. Assignment and Subcontracts: Either Party may assign, without consent by the other Party, but upon written notice, its rights and obligations under this Contract to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Contract, through purchase, merger, consolidation, or otherwise. Proposed assignments to entities other than a corporate affiliate or to an entity that acquires all or substantially all of its capital stock or its assets related to this Contract may be done only with the County's prior written approval. Contractor may not subcontract any rights or obligations under this contract without the County's prior written approval, which shall not be unreasonably withheld.
23. Governmental Immunity: The County does not waive its governmental immunity by entering into this Contract, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Contract.
24. Safety: Contractor shall at all times observe and comply with all applicable federal, state, local and County facility laws, ordinances, rules, and regulations. The Contractor shall indemnify and hold the County harmless against any claim or liability arising from the violation of any such provisions.
25. Absence of Waiver: The failure of either Party to insist on the performance of any of the terms and conditions of this Contract, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if such forbearance or waiver had occurred.
26. Notices:
 - a) All notices and other communications for the Parties may be served, mailed, or delivered at the following addresses:

If to the Contractor: Open Gov, Inc.
ATTN: Legal Department
660 3rd Street Suite 100
San Francisco, CA 94107
Email: legal@opengov.com

If to Ottawa County: Ottawa County Budget
ATTN: Tyler Weavers
12220 Fillmore St.
West Olive, MI 49460
Email: tweavers@miottawa.org

Ottawa County Procurement
ATTN: Erik Charters
12220 Fillmore St.
West Olive, MI 49460
Email: echarters@miottawa.org

27. **Partial Invalidity:** The partial invalidity of any portion of this Contract shall not be deemed to affect the validity of any other provision. In the event that any provision of this Contract is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expunction of the invalid provision.
28. **Attorney Review:** The Parties represent that they have carefully read this Contract and have had the opportunity to review it with an attorney. The Parties affirmatively state that they understand the contents of this Contract and sign it as their free act and deed.
29. **No Third-Party Benefit:** The provisions of this Contract are for the benefit of the Parties hereto, and not for the benefit of any other person or legal entity.
30. **Availability of Funds:** Each payment obligation of the County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If after the first full year of this Contract term, funds are not allocated and available for continuance of the services performed herein, either Party may terminate this Contract at the end of the period for which funds are available. The County shall notify Contractor at the earliest possible time of the services that will or may be affected by the shortage of funds, but in no instance less than sixty (60) days notice prior to expiration of the Term.
31. **Confidentiality:**
 - a) "Confidential Information" means all confidential business, technical, and financial information of the disclosing Party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. Contractor's Confidential Information includes, without limitation, the software underlying the Software Services, and all documentation.
 - b) Confidential Information does not include: (a) data that the County has previously released to the public; (b) data that the County would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) the County Data that County requests Contractor make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either Party; (e) information that was rightfully received by a Party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

- c) Each Party agrees to obtain prior written consent before disclosing any of the other Party's Confidential Information. The Parties further agree to use the other's Confidential Information only in connection with this Contract. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a Party is required to disclose Confidential Information by law or court order, they must notify the other Party in writing before making the disclosure to give the other Party an opportunity to oppose or limit the disclosure.

32. Limitation of Liability

- a) NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS CONTRACT UNDER ANY CONTRACT, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- b) IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THREE TIMES THE FEES PAID BY COUNTY TO CONTRACTOR FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- c) The limitations of liability set forth in this Section do not apply to, and each Party accepts liability to the other for: (a) claims based on either Party's intentional breach of its confidentiality obligations, (b) claims arising out of fraud or willful misconduct by either Party, and (c) either Party's infringement of the other Party's Intellectual Property Rights. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO THE LIABILITY AGREED TO BY THE CONTRACTOR IN PARAGRAPH 19, ENTITLED INDEMNIFICATION, AND PARAGRAPH 24, ENTITLED SAFETY.

33. Warranties

- a) The Professional Services Warranty. Contractor represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, the County's exclusive remedy and Contractor's entire liability will be the re-performance of the applicable services. If Contractor is unable to re-perform such work as warranted, then the County will be entitled to recover all fees paid to Contractor for the deficient work and any damages arising out of the breach of the Professional

Services Warranty. The County must give written notice of any claim under this warranty to Contractor within 90 days of performance of such work to receive such warranty remedies.

- b) Software Services Warranty. Contractor further represents and warrants that for a period of one hundred eighty (180) days after the Effective Date, the Software Services will perform in all material respects in accordance with the documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the documentation and authorized under this Agreement. Contractor does not warrant that the Software Services will be uninterrupted or error-free. The County must give written notice of any claim under this warranty to Contractor during the Term. In the event of any breach of the foregoing warranty, Contractor shall repair or replace, within thirty (30) calendar days, any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if Contractor is unable to do so within thirty (30) calendar days, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services.
- c) The County represents and warrants that (a) it has all right and authority necessary to enter into and perform this Contract; and (b) Contractor's use of the County Data pursuant to this Contract will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.
- d) CONTRACTOR DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

34. Miscellaneous:

- a) Force Majeure: Either Party shall be excused from performance under this Contract for any period of time during which the Party is prevented from performing its obligations hereunder as a result of any Act of God, war, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control. Such non-performance shall not constitute grounds for default.
- b) Title and Headings: Titles and headings to articles, sections or paragraphs in this Contract are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Contract.
- c) Modification: Any modification of this Contract or additional obligation assumed by either Party in connection with this Contract shall be binding only if evidenced in a writing signed by either Party or its authorized representative.
- d) Anticipatory Breach: If Contractor, at any time before delivery of services, declares its intent not to perform in accordance with this Contract, the County shall have an immediate cause of action for breach of this Contract, and shall be entitled to all remedies available to it at law or in equity.

In witness whereof, each party to this Contract has caused it to be executed on the date(s) indicated below.

COUNTY OF OTTAWA

By: _____
Joe Moss, Chairperson
Board of Commissioners

Date

By: _____
Justin F. Roebuck,
County Clerk/Register

Date

The undersigned certifies, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

OPEN GOV, INC.

By:  _____
Contractor Signature

1/12/2024

Date

By: _____
Sam Kramer
Contractor Name/Rep Name

Exhibit A



Statement of Work **County of Ottawa**

Creation Date: 1/9/2024
Document Number: PS-05353
Version Number: 2
Created by: Mark Welch

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1. Overview and Approach

1.1. Agreement

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for County of Ottawa ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Master Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Agreement between OpenGov and Customer.
- The Deliverables listed in [Appendix B](#) are the single source of the truth of the deliverables to be provided.
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Budgeting & Planning as defined in the [OpenGov Responsibilities](#) section of this document. Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Budgeting & Planning solutions to help the Customer power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in [Appendix A-2: Change Order Process](#), and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30 am to 6:00 pm local time, Monday through Friday, except holidays.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the project Change Order Process (see [Appendix A-2](#)), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. OpenGov or its authorized independent contractors provide Professional Services to Customer as described in this SOW as agreed to by the parties.
- D. Budgeting and Planning Suite
 - i. Customer will provide Budget and Actuals data within two (2) weeks immediately following the kick-off meeting.
 - ii. Customer's Integration is unidirectional from Tyler Munis into OpenGov. The integrated data will be linked to the Customer's OpenGov Chart Of Accounts.
 - iii. OpenGov Online Budget Book (OBB) configuration will include:
 1. Six (6) Standard OBB templates; up to fifty (50) department stories pages and up to fifty (50) project pages from the templates; and up to two (2) reports with report views to use in the OBB.
 - iv. OpenGov best practice is to not exceed tested limits of the product.
- E. OpenGov will provide the County of Ottawa access to all Quarterly update releases to the product. OpenGov will provide training sessions based on the OpenGov standard release process on the new releases at no charge.

2.4. Exclusions

- Implementation of any custom modification or integration developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed in Appendix B.
- Any service items discussed during demonstrations; conference calls; or other events are not included in the scope of this project unless specifically listed in Appendix B.

2.5. OpenGov Responsibilities

2.5.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW.

The purpose of this activity is to provide direction to the OpenGov project personnel and to

provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and
- D. assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services

Deliverable Materials:

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

2.5.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy confirmation

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created

- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.5.3. Activity 3 – OpenGov Use Cases

OpenGov will provide the following:

- Budget & Planning Use Cases
- A. Centralized Operating Budget
 - B. Multi-Year Workforce Planning
 - C. Capital Improvement Planning
 - D. Interactive Online Budget Books

Completion Criteria:

This activity will be considered complete when:

- Budget & Planning Use Cases
- Chart of Accounts is configured
 - Operating Budget proposals are configured
 - Capital Budget proposals are configured
 - Workforce Plan is configured
 - Online Budget Book templates are configured
 - Financial integration is configured
 - Budget reports are configured

Deliverable Materials:

- Formal sign off document

2.5.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions unless otherwise specified in Appendix B. For any instructor-led virtual sessions, the class size is recommended to be 10 (ten), for class sizes larger than 10 (ten) it may be necessary to have more than one instructor.

Completion Criteria:

- Administrator training is provided
- End User training is provided

Deliverable Materials:

- Formal sign off document

2.6. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with [Appendix A-1: Communication and Escalation Procedure](#).

2.6.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.7. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in "[OpenGov responsibilities](#)" section and delivers the Materials listed, if any; or
- B. The End date is reached

2.8. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of nine months following project kick off (“End Date”) or on other dates mutually agreed to between you and OpenGov.

2.9. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

| Budgeting & Planning Suite Illustrative Timeline | | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7 | Month 8 | Month 9 |
|--|--------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Financial Integration | | | | | | | | | | |
| Budget and Planning Suite | Chart of Accounts | | | | | | | | | |
| | Operating Budget | | | | | | | | | |
| | Workforce Planning | | | | | | | | | |
| | Capital Budget | | | | | | | | | |
| | Online Budget Book | | | | | | | | | |
| | Budget End User Training | | | | | | | | | |
| GoLive Support | | | | | | | | | | |
| | Hypercare | | | | | | | | | |
| Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase. | | | | | | | | | | |

2.10. Offer Expiration Date

This offer will expire on 3/28/2024 unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
 - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
 - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in [Appendix A-1](#). As set forth in the "Customer Delays" provision of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
 - o Professional Services to the customer could be stopped;
 - o Delay to any agreed timelines; or
 - o Not having the same Professional Services team assigned.

Appendix B: Implementation Activities

B-1: OpenGov Budgeting & Planning Suite

Instance Creation

| Budgeting & Planning Suite | | |
|---|---|--|
| Description | OpenGov Responsibilities | Customer Responsibilities |
| Provisioning Reporting & Transparency Platform | OpenGov will: <ul style="list-style-type: none"> OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules. | Customer will: <ul style="list-style-type: none"> Confirm access to entity and modules. |

Technical Project Review

| Description | OpenGov Responsibilities | Customer Responsibilities |
|---------------------------------|--|---|
| Technical Project Review | OpenGov will: <ul style="list-style-type: none"> Provide up to one (1) one-hour working sessions at the beginning of the project to: <ul style="list-style-type: none"> Review deliverables Review technical requirements Provide documentation on requirements and processes OpenGov Assumptions: <ul style="list-style-type: none"> Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting. | Customer will: <ul style="list-style-type: none"> Identify relevant participants for attendance. Confirm deliverables. Gather and provide relevant data for the project. |

Chart of Accounts Configuration

| Description | OpenGov Responsibilities | Customer Responsibilities |
|--------------------------------|--------------------------|---------------------------|
| Chart of Accounts (COA) | OpenGov will: | Customer will: |

| | | |
|--|---|---|
| | <ul style="list-style-type: none"> ● Build Customer's COA in OpenGov in accordance with OpenGov technical requirements. ● Review configured COA and uploaded data and provide training to Customer on how to: <ul style="list-style-type: none"> ○ Manage new codes ○ Edit COA ○ Create Masks | <ul style="list-style-type: none"> ● Provide current COA and transactional data. ● Validate and provide sign off on COA. ● Maintain the COA following configuration. |
|--|---|---|

Integration Configuration

| Description | OpenGov Responsibilities | Customer Responsibilities |
|------------------------------|--|---|
| Financial Integration | <p>OpenGov will:</p> <ul style="list-style-type: none"> ● Installation of Agent and Database View Deployment or Set up a SFTP and Sample File Format. ● Integrate the following functionalities: <ul style="list-style-type: none"> ○ Actuals and Budget (Revenue and Expenses) ● Extract, transform (when required) and load the data ● Build Reports for the required functionalities ● Validate the historical data and current year data based on the Customer provided summary report. ● Schedule the current year data load ● Monitor the data load <p>OpenGov assumptions:</p> <ul style="list-style-type: none"> ● Integration is unidirectional from the Customer's Tyler Munis into OpenGov. ● The data will be linked to the Customer's COA. | <p>Customer will:</p> <ul style="list-style-type: none"> ● Provide an IT resource to assist the project team in the initial set-up. ● Provide assistance to understand source system specific customizations and configurations when building the data extract. ● If OpenGov is unable to access the data per requirements, provide .csv data files via OpenGov SFTP Location. ● Any charges for the data from ERP system will be the customer responsibility. ● Broker OpenGov's access to Customer's source accounting data if hosted by any third vendor. ● Provide a summary export data to validate against. ● Validate and provide sign off on the integrated data and reports. ● Changes to the underlying data after project closure will be responsibility of the customer to update. ● Maintenance of the integration file on an ongoing |

| | | |
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| | | basis is the responsibility of the customer. |
|--|--|--|

Operating Budget Configuration

| Description | OpenGov Responsibilities | Customer Responsibilities |
|--|---|--|
| Operating Budget | OpenGov will: <ul style="list-style-type: none"> ● Configure one (1) Budget instance, once Proof of Concept is validated. ● Configure and upload Customer's base budget files into OpenGov budget instances. ● Configure OpenGov Budget Proposals and Worksheets for up to fifty (50) Departments in the base budget file based on the agreed upon structure. ● Review configured OpenGov Budget and provide training to Customer on how to: <ul style="list-style-type: none"> ○ Create new Proposals and Worksheets ○ Manage Budgets | Customer will: <ul style="list-style-type: none"> ● Provide current budget. ● Validate Proof of Concept prior to OpenGov building out Budget Proposals and Worksheets. ● Validate and provide signoff on Budget Proposals and Worksheets. |
| Operating Budget Community Feedback Topic | OpenGov will: <ul style="list-style-type: none"> ● Configure one (1) standard budget topic in Community Feedback. ● Review configured OpenGov Topic and provide training to Customer on how to: <ul style="list-style-type: none"> ○ Create new topics ○ Manage topics ○ Set Topics to Public and Closed. | Customer will: <ul style="list-style-type: none"> ● Provide logo and branding guidelines. ● Validate and provide signoff on the standard budget topic. ● Update the standard budget topic with Customer relevant information. |
| Operating Budget Story | OpenGov will: <ul style="list-style-type: none"> ● Configure one (1) standard budget Story template. ● Review configured OpenGov Story and provide training to Customer on how to: <ul style="list-style-type: none"> ○ Create new Stories ○ Manage Stories | Customer will: <ul style="list-style-type: none"> ● Provide logo and branding guidelines. ● Validate and provide signoff on Operating Budget Story template. |

| | | |
|--|---|---|
| | <ul style="list-style-type: none"> ○ Publish Stories | <ul style="list-style-type: none"> ● Update standard budget Story with Customer relevant information |
|--|---|---|

Capital Budget Configuration

| Description | OpenGov Responsibilities | Customer Responsibilities |
|-----------------------------|---|---|
| Capital Budget | OpenGov will: <ul style="list-style-type: none"> ● Configure up to one (1) Proofs of Concept (POC) ● Configure one (1) Budget instance, once POC is validated ● Configure and upload Customer's base budget files into OpenGov budget instances. ● Configure proposals and worksheets for up to fifty (50) Capital Projects in the base budget file based on the agreed upon structure ● Review configured OpenGov Budget and provide training to Customer on how to: <ul style="list-style-type: none"> ○ Create new Proposals and Worksheets ○ Manage Budgets | Customer will: <ul style="list-style-type: none"> ● Provide current budget. ● Validate Proof of Concept prior to OpenGov building out proposals and worksheets ● Validate and provide signoff on Budget Proposals. |
| Capital Budget Story | OpenGov will: <ul style="list-style-type: none"> ● Configure one (1) standard capital budget Story template. ● Review configured OpenGov Story and provide training to Customer on how to: <ul style="list-style-type: none"> ○ Create new Stories ○ Manage Stories ○ Publish Stories | Customer will: <ul style="list-style-type: none"> ● Provide logo and branding guidelines. ● Validate and provide signoff on Capital Budget Story template. ● Update standard budget Story with Customer relevant information |

Workforce Planning Configuration

| Description | OpenGov Responsibilities | Customer Responsibilities |
|---------------------------|--|--|
| Workforce Planning | OpenGov will: <ul style="list-style-type: none"> ● Provide cost elements based on Customer's existing personnel | Customer will: <ul style="list-style-type: none"> ● Provide Position calculations and tables. |

| | | |
|--|--|---|
| | <p>forecast to workforce document as per OpenGov's best practices.</p> <ul style="list-style-type: none"> ● Review configured OpenGov Workforce Plan and provide training to Customer on how to: <ul style="list-style-type: none"> ○ Create Cost Elements ○ Populate and upload the Position Template | <ul style="list-style-type: none"> ● Populate the Position Template and upload the completed template into OpenGov. ● Validate and provide signoff on the Workforce Plan calculations. ● Maintain the Workforce Plan and data once configured. |
|--|--|---|

Budget and Planning Suite Reporting Configuration

| | | |
|---|---|--|
| <p>Budget and Planning Suite Reporting</p> | <p>OpenGov will:</p> <ul style="list-style-type: none"> ● Set up one (1) export and Dataset View to enable OpenGov Budget Reports for the Operating and Capital Budget(s). ● Configure up three (3) standard reports using the customer's integrated financial data: <ul style="list-style-type: none"> ○ Annual ○ Budget to Actuals ○ Transactions ● Configure up to four (4) Operating Budget Reports using OpenGov budget data: <ul style="list-style-type: none"> ○ Milestones ○ Development ○ Details ○ Categories* ● Configure up to four (4) Capital Budget Reports using OpenGov budget data: <ul style="list-style-type: none"> ○ Development ○ Details ○ Categories* ○ Capital Plan ● Review configured OpenGov Reports and provide training Customer on how to: <ul style="list-style-type: none"> ○ Export Budget Data for use in OpenGov Reports. | <p>Customer will:</p> <ul style="list-style-type: none"> ● Validate and provide sign-off of Reports. ● Maintain the Reports once configured. ● Map OpenGov Budget export to Customer ERP import format. |
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| | | |
|--|--|--|
| | <ul style="list-style-type: none"> o Create new Reports o Manage Reports o Share Reports <p>*Budget Categories report is only available to customers using a zero-based budget.</p> | |
|--|--|--|

Online Budget Book Configuration

| Description | OpenGov Responsibilities | Customer Responsibilities |
|--|---|---|
| <p>Online Budget Book (OBB)</p> | <p>OpenGov will:</p> <ul style="list-style-type: none"> ● Based on best practices, build out the look and feel of six (6) Standard OBB Templates: <ul style="list-style-type: none"> o Home Page o Generic (multi-use) o Operating o Department o Capital o Capital Project ● Create up to two (2) OBB Reports using OpenGov Budget data and Report Views to use in Department and Project OBB Story Shells. ● Create Department and Project OBB Story Shells from OBB Templates for up to fifty (50) Departments and up to fifty (50) Projects and add OpenGov Report Views to Department and Project Story Shells. ● Provide up to ten (10) one-hour working sessions to answer Customer questions on OBB Configuration. | <p>Customer will:</p> <ul style="list-style-type: none"> ● Provide logo and branding colors to OpenGov. ● Sign off on OBB Templates prior to OBB Story Shell Configuration. ● Validate and sign off on OBB Department and Project Story Shells. ● Complete Department and Project Story Shells by adding Customer content including: <ul style="list-style-type: none"> o Narrative o Images o External Data ● Create remaining OBB Stories from OBB Templates for each section of the Table of Contents and add Customer content including: <ul style="list-style-type: none"> o Narrative o Images o External Data ● Create any additional Reports and Report Views needed to add to OBB. ● Attend working sessions to get answers on OBB questions. ● Make Stories public and Publish OBB. |

Working Sessions and Trainings

| Description | OpenGov Responsibilities | Customer Responsibilities |
|--|---|---|
| Budgeting & Planning Working Sessions | OpenGov will: <ul style="list-style-type: none"> ● Per the agreed upon Project Plan, schedule working sessions with Customer's System Administrators to: <ul style="list-style-type: none"> ○ Review configurations; ○ Provide training on system functionality; ○ Gain feedback; and ○ Answer questions regarding configured system functionality. | Customer will: <ul style="list-style-type: none"> ● Per the agreed upon Project Plan, attend working sessions to: <ul style="list-style-type: none"> ○ Understand configurations; ○ Gain training on system functionality; ○ Give feedback; and ○ Ask questions regarding configured system functionality |
| Reporting & Transparency Administrator Training | OpenGov will: <ul style="list-style-type: none"> ● Provide training to Customer System Administrators on how to: <ul style="list-style-type: none"> ○ Maintain the Chart of Accounts ○ Upload and manage data for reporting ○ Create and share Reports, Dashboards, Stories, and Topics. | Customer will: <ul style="list-style-type: none"> ● Identify relevant participants and attend scheduled trainings. |
| Budgeting & Workforce Administrator Training | OpenGov will: <ul style="list-style-type: none"> ● Provide training to Customer System Administrators on how to: <ul style="list-style-type: none"> ○ Create and manage Budgets ○ Prepare to set up Next Year's Budget ○ Create and manage Workforce Plans including Cost Elements and Position Upload Templates ○ Export Budget Data for use in OpenGov Reports. | Customer will: <ul style="list-style-type: none"> ● Identify relevant participants and attend scheduled trainings. |
| Online Budget Book / Budget-in-Brief | OpenGov will: | Customer will: |

| | | |
|--|---|--|
| <p>Administrator Training</p> | <ul style="list-style-type: none"> ● Provide one (1) 60- Minute System Training designed for OBB Administrators on how to: <ul style="list-style-type: none"> ○ Use and copy OBB Templates ○ Add Reports Views to Stories ○ Add Customer content including: narrative, images, and external data to Stories ○ Publish Stories ○ Update and maintain Stories. | <ul style="list-style-type: none"> ● Identify relevant participants and attend scheduled trainings. |
| <p>Virtual Budget End-User Training</p> | <p>OpenGov will:</p> <ul style="list-style-type: none"> ● Provide four (4), 60-Minute training session(s) to Customer’s Internal Users on how to: <ul style="list-style-type: none"> ○ Navigate Opengov Budgets and Reports | <p>Customer will:</p> <ul style="list-style-type: none"> ● Identify relevant participants and attend scheduled trainings. |

Appendix C: Technical Requirements

C-1: OpenGov Budgeting & Planning Suite

| Budgeting & Planning Suite | |
|---|---|
| Description | Technical Requirements |
| Chart of Accounts | <ul style="list-style-type: none"> ● Flat file ● .csv, .xls, .xlsx with headers ● Active Accounts and Accounts with activity in the years of data being loaded into OpenGov. |
| Financial Data Files (Transactional Export) | <ul style="list-style-type: none"> ● Flat file ● .csv, .xls, .xlsx with headers ● 3-5 Years of Data |
| Financial Data Files (Summary Revenue and Expense Export) | <ul style="list-style-type: none"> ● PDF export |
| Current Budget | <ul style="list-style-type: none"> ● Flat file ● .csv, .xls, .xlsx with headers ● Operating Budget ● Capital Budget |
| Personnel Calculations and Tables | <ul style="list-style-type: none"> ● PDF, Word, csv, .xls, .xlsx with headers |
| Workflow Management | <ul style="list-style-type: none"> ● PDF, Word, .csv, .xls, .xlsx with headers |
| Non-Financial Data Files | <ul style="list-style-type: none"> ● Flat file ● .csv, .xls, .xlsx with headers |
| Logo Image | <ul style="list-style-type: none"> ● .jpg or .png format ● Transparent |
| Branding guidelines | <ul style="list-style-type: none"> ● Hex codes |



Ottawa County

EXHIBIT B

COMPENSATION



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Quote Number: OG-010985
Created On: 12/29/2023
Order Form Expiration: 1/16/2024
Subscription Start Date: 1/16/2024
Subscription End Date: 9/30/2028

Prepared By: Alex Martinez
Email: amartinez@opengov.com
Contract Term: Prorated + 48 Months

Customer Information

Customer: County of Ottawa, MI
Bill To/Ship To: 12220 Fillmore Street, Room 310
West Olive, Michigan 49315
United States

Contact Name: Erik Charters
Email: echarters@miottawa.org

Order Details

Billing Frequency: Annually in Advance
Payment Terms: Net Thirty (30) Days

SOFTWARE SERVICES:

| Product / Service | Start Date | End Date | Annual Fee |
|--|------------|-----------|-------------|
| <i>Budgeting & Planning Dashboards, Financial Integration, Online Budget Book, Open Town Hall, Operating & Capital Budgeting, Reporting & Analytics, Story Builder, Transparency, Workforce Planning, Administrative Workflows</i> | 1/16/2024 | 9/30/2024 | \$49,875.00 |
| <i>Budgeting & Planning Dashboards, Financial Integration, Online Budget Book, Open Town Hall, Operating & Capital Budgeting, Reporting & Analytics, Story Builder, Transparency, Workforce Planning, Administrative Workflows</i> | 10/1/2024 | 9/30/2025 | \$73,932.00 |
| <i>Budgeting & Planning Dashboards, Financial Integration, Online Budget Book, Open Town Hall, Operating & Capital Budgeting, Reporting & Analytics, Story Builder, Transparency, Workforce Planning, Administrative Workflows</i> | 10/1/2025 | 9/30/2026 | \$77,629.00 |
| <i>Budgeting & Planning Dashboards, Financial Integration, Online Budget Book, Open Town Hall, Operating & Capital Budgeting, Reporting & Analytics, Story Builder, Transparency, Workforce Planning, Administrative Workflows</i> | 10/1/2026 | 9/30/2027 | \$81,510.00 |
| <i>Budgeting & Planning Dashboards, Financial Integration, Online Budget Book, Open Town Hall, Operating & Capital Budgeting, Reporting & Analytics, Story Builder, Transparency, Workforce Planning, Administrative Workflows</i> | 10/1/2027 | 9/30/2028 | \$85,585.00 |
| <i>OpenGov Conference Attendee (2 Tickets)</i> | 1/16/2024 | 9/30/2024 | \$0.00 |

Annual Subscription Total: See Billing Table

PROFESSIONAL SERVICES:

| Product / Service | Description |
|---|---|
| OpenGov Deployment — One Time Fee (Prepaid Hours) | Product configuration, setup, and training described in the attached SOW. |

Professional Services Total: \$54,948.00

Billing Table:

| Billing Date | Amount Due |
|------------------|--|
| January 16, 2024 | \$104,823.00 <i>(Annual Software Fee + Professional Services + Conference Tickets)</i> |
| October 1, 2024 | \$73,932.00 |
| October 1, 2025 | \$77,629.00 |
| October 1, 2026 | \$81,510.00 |
| October 1, 2027 | \$85,585.00 |
| October 1, 2028 | \$89,865.00 <i>(Optional Renewal for Year 6)</i> |
| October 1, 2029 | \$94,358.00 <i>(Optional Renewal for Year 7)</i> |

Optional Procurement Suite Add-On:

Pricing only valid if exercised by 12/31/2024.

Implementation NTE \$15,000

Year 1 \$19,800 (Full year - contract will be prorated from contract execution to 9/30/2024)

Year 2 (10/1/2024 - 9/30/2025) \$20,790

Year 3 (10/1/2025 - 9/30/2026) \$21,829

Year 4 (10/1/2026 - 9/30/2027) \$22,920

Year 5 (10/1/2027 - 9/30/2028) \$24,067

Optional Year 6 (10/1/2028 - 9/30/2029): \$25,270

Optional Year 7 (10/1/2029 - 9/30/2030): \$26,533



County of Ottawa

Fiscal Services - Purchasing

EXHIBIT C

12220 Fillmore Street • Room 331 • West Olive, MI, 49460

(616) 738-4844
Fax (616) 738-4897

VENDOR INSURANCE REQUIREMENTS/ REQUEST

Please be advised that before any vendor can begin work in a County facility, or before a purchase order can be processed, if applicable, the County requires that you provide evidence of insurance as follows:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

| | |
|------------------------|--|
| Workers' Compensation: | Michigan Statutory |
| Employers' Liability: | \$1,000,000 Each Accident \$1,000,000 Aggregate Injury by Disease or limits adequate to satisfy Umbrella or Excess Liability insurance underlying requirements. |

COMMERCIAL GENERAL LIABILITY:

| | |
|--|-------------|
| General Aggregate: | \$2,000,000 |
| Products-Completed Operations Aggregate: | \$1,000,000 |
| Each Occurrence: | \$1,000,000 |
| Personal & Advertising Injury: | \$1,000,000 |

AUTOMOBILE (excluding non-owned and leased autos):

| | |
|-----------------------------|-----------------------------------|
| Liability: | \$1,000,000 Each Accident |
| Personal Injury Protection: | Michigan Statutory Required Limit |
| Property Protection: | Michigan Statutory Required Limit |

UMBRELLA or EXCESS LIABILITY:

| | |
|---|--------------|
| General Aggregate (not applicable to Automobile Liability): | \$2,000,000* |
| Products-Completed Operations Aggregate: | \$2,000,000* |
| Each Occurrence or Accident: | \$1,000,000* |

There are to be no gaps between scheduled underlying insurance and Umbrella/Excess Liability underlying required limits.

*Limits shown are minimums but is to be adjusted to higher amounts depending upon how much injury or damage the contractor can cause.

PROFESSIONAL LIABILITY:

| | |
|---------------------|---|
| Limit of Liability: | \$1,000,000 Policy-Year Aggregate (if contract is for professional services). |
|---------------------|---|

CYBER LIABILITY:

| | |
|---------------------|-----------------------------|
| Limit of Liability: | \$2,000,000 Aggregate Limit |
|---------------------|-----------------------------|

The County of Ottawa is to be an additional insured on **Commercial General Liability** and **Umbrella/Excess Liability** insurance, on a primary and non-contributory basis.

Commercial General Liability insurance is to be endorsed to provide that the General Aggregate Limit applies separately per location or per project.

All required policy aggregate limits shall be unimpaired at inception of the work described in this contract.

Commercial General Liability and, if applicable, **Professional Liability** insurance shall remain in effect for two years after completion of the work described in the contract.

Contractor shall furnish (a) certificate(s) of insurance showing the above-specified coverages and shall provide copies of **Commercial General Liability** Additional Insured and Primary and Non-Contributory endorsements, or copies of policy blanket Additional Insured and Primary and Non-Contributory provisions with the certificate(s).

The work described in the contract shall not commence and a purchase order cannot be processed until the County has received this(these) certificate(s) and endorsements/policy provision copies.

All policies shall be endorsed to provide a minimum 30-day notice requirement in the event of policy termination.

The contractor is responsible for having renewal or replacement certificates provided to the County in the event that one or more policies are terminated before the completion of the work and the two-year additional period for Commercial General Liability and Professional Liability policies.

Please forward your evidence of insurance to: Ottawa County Purchasing, 12220 Fillmore St Rm 331, West Olive, MI 49460, purchasing@miottawa.org, Fax Number 616-738-4897



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|------------------------|-----------------------|
| PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111 | CONTACT NAME: WS Certificates PHONE (A/C, No, Ext): 844-972-6326 E-MAIL ADDRESS: Certificates@woodruff Sawyer.com | | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | | |
| INSURED OpenGov, Inc PO Box 41340 San Jose, CA 95160 | INSURER A: American Casualty Company of Reading | NAIC # 20427 | OPENING-02 |
| | INSURER B: Valley Forge Insurance Company | 20508 | |
| | INSURER C: Continental Casualty Company | 20443 | |
| | INSURER D: Arch Specialty Insurance Company | 21199 | |
| | INSURER E: INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER: 877795423** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--------------------------------|-------------------------|-------------------------|---|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | 6079220146 | 2/15/2023 | 2/15/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| C | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 6079220132 | 2/15/2023 | 2/15/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WC 6 79220177 WC 6 79220163 | 2/15/2023 2/15/2023 | 2/15/2024 2/15/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| D | Tech Errors & Omissions/Cyber | | | C4LPE040432CYBER2023 | 2/15/2023 | 2/15/2024 | Per Claim/ Aggregate \$2,500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Ottawa and its officers, officials, employees, volunteers and agents are included as additional insured as respects General Liability to the extent provided in the attached form.

Coverage is considered as Primary to the extent provided in the attached form.

CERTIFICATE HOLDER**CANCELLATION**

County of Ottawa
 12220 Fillmore Street, Room 331
 West Olive, MI 49460

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Zoe Oberbay

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Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the COMMERCIAL GENERAL LIABILITY COVERAGE PART as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

Table with 21 rows listing sections: 1. Additional Insureds, 2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance, 3. Bodily Injury - Expanded Definition, 4. Broad Knowledge of Occurrence/ Notice of Occurrence, 5. Broad Named Insured, 6. Estates, Legal Representatives and Spouses, 7. Expected Or Intended Injury - Exception for Reasonable Force, 8. In Rem Actions, 9. Incidental Health Care Malpractice Coverage, 10. Joint Ventures/Partnership/Limited Liability Companies, 11. Legal Liability - Damage To Premises, 12. Medical Payments, 13. Non-owned Aircraft Coverage, 14. Non-owned Watercraft, 15. Personal And Advertising Injury - Discrimination or Humiliation, 16. Personal And Advertising Injury - Limited Contractual Liability, 17. Property Damage - Elevators, 18. Supplementary Payments, 19. Property Damage - Patterns, Molds and Dies, 20. Unintentional Failure To Disclose Hazards, 21. Waiver of Subrogation - Blanket

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Technology General Liability Extension Endorsement**1. ADDITIONAL INSUREDS**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

Technology General Liability Extension Endorsement**E. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

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Technology General Liability Extension Endorsement**I. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury or property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. **bodily injury or property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the **Named Insured**;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. **bodily injury or property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

Technology General Liability Extension Endorsement

3. This Paragraph J. also does not apply:
 - a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
 - b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor
 - c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an **Insured** solely for **bodily injury, property damage or personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor
2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:
 - a. this **Coverage Part** provides such coverage;
 - b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and
 - c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

- A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

- B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

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Technology General Liability Extension Endorsement

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

- a. on the effective date of this **Coverage Part**; or
- b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

Technology General Liability Extension Endorsement

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:



Technology General Liability Extension Endorsement**Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

- C. **DEFINITIONS** is amended to:

- i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

Technology General Liability Extension Endorsement

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such



Technology General Liability Extension Endorsement

Named Insured is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

- C. **LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

- 6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:
- a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and
 - b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

- D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

- E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

Technology General Liability Extension Endorsement**12. MEDICAL PAYMENTS**

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: _____ ; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
- 3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to:

- 1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:



Technology General Liability Extension Endorsement**Knowing Violation of Rights of Another**

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under COVERAGES, Coverage B –Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

- (1) that the **Insured** would have in the absence of the contract or agreement; or
- (2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:
 - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and
 - (b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

Technology General Liability Extension Endorsement

- B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

- C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

- 1. Paragraph **2.d.** is replaced by the following:

- d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

- 2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:



**Technology General Liability Extension Endorsement**

- A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and
- B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the **Named Insured's** ongoing operations; or
- 2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this **Coverage Part**; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Action Request

Electronic Submission – Contract # 2189



| |
|---|
| Committee: BOARD OF COMMISSIONERS |
| Meeting Date: 1/16/2024 |
| Vendor/3rd Party: SEDGWICK CLAIMS MANAGEMENT SERVICES, INC. |
| Requesting Department: HUMAN RESOURCES |
| Submitted By: MARCIE VER BEEK |
| Agenda Item: WORKER'S COMPENSATION CONTRACT RENEWAL |

Suggested Motion:

To approve and forward to the Board of Commissioners, and request to approve the contract renewal for services provided by Sedgwick Claims Management Services, Inc. for a period of 3 years and total contract cost of \$77,974.00.

Summary of Request:

Request to approve the 3-year contract renewal for Sedgwick Claims Management Services, Inc., at a total contract cost of \$77,974.00.

Financial Information:

| | | |
|-------------------------|--------------------------------|-------------------------|
| Total Cost: \$77,974.00 | General Fund Cost: \$77,974.00 | Included in Budget: Yes |
|-------------------------|--------------------------------|-------------------------|

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated

Action is Related to Strategic Plan:

Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Administration:

Recommended by County Administrator:  1/11/2024 4:03:30 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 1/9/2024

ADDENDUM TO EXTEND THE AGREEMENT FOR AN ADDITIONAL PERIOD

This Addendum to Extend the Agreement for an Additional Period (“Addendum”) is entered into by and between Ottawa County “Client”) and Sedgwick Claims Management Services, Inc. (“Sedgwick”) and shall be attached to and made a part of the Service Agreement for Administration of a Claims Program that was effective February 1, 2021 entered into between Client and Sedgwick (the “Agreement”).

In consideration of the Agreement recitals and the mutual covenant and conditions contained herein, the Parties acknowledge that the Agreement is hereby amended as follows:

1. The Agreement shall be extended for an additional period commencing February 1st, 2024 and ending January 31, 2027.
2. Client shall pay Sedgwick the following fees on a life of contract basis for services provided during this additional period:

A. Annual Flat Fee:

Annual flat fee pricing is based on the estimated claim volumes and the estimated required staffing to service those claims. Sedgwick reserves the right to modify the annual flat fee if, changes in program requirements, or an increase in claim volume of greater than 10% impacts the staffing requirements of the unit.

| Coverage line | 02/01/2024 through 01/31/2025 | 02/01/2025 through 01/31/2026 | 02/01/2026 through 01/31/2027 |
|----------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| | 3.0% | 2.5% | 1.5% |
| Worker's Compensation | \$25,437.00 | \$26,073.00 | \$26,464.00 |

A. Miscellaneous Charges:

- i. viaOne access, which includes 2 users, is provided for a fee of \$0. Additional access is available for a fee of \$911 in first year and will increase with contract increase per user per year.
- ii. Intake is included in the flat fee if reported via phone and or web intake. Claims reported by fax or email will be \$24 per fax or email reported,. Intake rates for reported claims by email or fax to increases yearly with contract increase at 2.5% in year two and 1.5% in year 3.
- iii. ViaOne OSHA users are available for a fee of \$475 per year per users, level 1 incidents are \$14 per claim, and level 3 incidents are \$33 per claim. ViaOne OSHA rates to increases yearly with flat fee increase at 2.5% in year two and 1.5% in year 3.

B. Care Management Fee Schedule:

All claims administration fees and services contemplate the deployment of Sedgwick's managed care services for all bill review and case management services. The rates shall increase with contract increase year over year.

| | Year 1 | Year 2 | Year 3 |
|---|--|--|--|
| | 1-Feb-2024 to 31-Jan-2025 | 1-Feb-2025 to 31-Jan-2026 | 1-Feb-2026 to 31-Jan-2027 |
| Medical bill review | | | |
| State fee scheduling/usual, customary and reasonable; state reporting | \$8.75 per bill | \$8.97 per bill | \$9.10 per bill |
| Provider networks | | | |
| Preferred provider organization (PPO) networks | 30% savings | 30% savings | 30% savings |
| Out of network services | 30% savings | 30% savings | 30% savings |
| Surgical Implants | 30% savings | 30% savings | 30% savings |
| Telephonic Clinical Services | | | |
| Telephonic case management · Telephonic Nurse Care Manager, · Surgery Nurse Case Manager, | Evaluation and recommendation: \$155 1-30 days: \$395 Every 30 days thereafter: \$315 | Evaluation and recommendation: \$159 1-30 days: \$405 Every 30 days thereafter: \$323 | Evaluation and recommendation: \$161 1-30 days: \$411 Every 30 days thereafter: \$328 |
| Behavioral Health Specialist | \$110 per hour (1) | \$113 per hour (1) | \$115 per hour (1) |
| Customized Nurse Services (1) | \$110 per hour (1) | \$113 per hour (1) | \$115 per hour (1) |
| Utilization Review & Physician Advisor | | | |
| Utilization review | \$130 per review | \$133 per review | \$135 per review |
| Physician advisor/peer review | \$285 per review | \$292 per review | \$296 per review |
| Physician review of records | \$285 per hour | \$292 per hour | \$296 per hour |
| Physician advisor appeal | \$360 per review | \$369 per review | \$375 per review |
| Complex pharmacy management | Pharmacy nurse management/pain coaching: \$120 per hour Physician and PharmD management (as needed): \$285 per hour | Pharmacy nurse management/pain coaching: \$123 per hour Physician and PharmD management (as needed): \$292 per hour | Pharmacy nurse management/pain coaching: \$125 per hour Physician and PharmD management (as needed): \$296 per hour |
| Field Case Management | | | |
| Medical field case management: Full field | \$110 per hour, plus direct expenses (1)(2) Urgent/Catastrophic case management: \$175 per hour (1) | \$113 per hour, plus direct expenses (1)(2) Urgent/Catastrophic case management: \$179 per hour (1) | \$115 per hour, plus direct expenses (1)(2) Urgent/Catastrophic case management: \$182 per hour (1) |
| Crisis Care RN | \$175 per hour (1) | \$179 per hour (1) | \$182 per hour (1) |
| <i>Field Case Management Tasks:</i> | | | |
| One visit clinical assessment | \$740 flat fee | \$759 flat fee | \$770 flat fee |
| Limited Assignment Task | \$110 per hour (1) | \$113 per hour (1) | \$115 per hour (1) |
| Specialty task services: Life Care Plan, Expert testimony, customized services | \$175 per hour | \$179 per hour | \$182 per hour |
| Vocational & Work placement solutions | | | |
| Transitional work placement (at Not-for-profit) | \$900 for placement or no-show | \$923 for placement or no-show | \$937 for placement or no-show |
| Return to Work Specialist | \$110 per hour (1) Telephonic return-to-work | \$113 per hour (1) Telephonic return-to-work | \$115 per hour (1) Telephonic return-to-work |
| Work Place Consultation-Program/Policy Design & planning | \$210 per hour, plus direct expenses | \$215 per hour, plus direct expenses | \$218 per hour, plus direct expenses |
| Vocational - Full Field Case Management | \$110 per hour, plus direct expenses (1)(2) | \$113 per hour, plus direct expenses (1)(2) | \$115 per hour, plus direct expenses (1)(2) |
| <i>Vocational field tasks:</i> | | | |
| Vocational Assessment/Testing | \$980 flat fee | \$1,005 flat fee | \$1,020 flat fee |
| Labor Market Survey | \$660 flat fee | \$677 flat fee | \$687 flat fee |
| Automated Transferable Skills Analysis | \$370 flat fee | \$379 flat fee | \$385 flat fee |
| Job Analysis or Ergonomic Evaluation | \$815 flat fee | \$835 flat fee | \$848 flat fee |
| Sedgwick managed care administrative services | | | |

| | | | |
|------------------------------------|--|--|--|
| Lien resolution | 28% of the below fee schedule savings subject to minimum fee of \$130 and cap of \$7,500 per lien Expert witness testimony or hearing representation charged at \$125 per hour plus direct expenses | 28% of the below fee schedule savings subject to minimum fee of \$133 and cap of \$7,688 per lien Expert witness testimony or hearing representation charged at \$128 per hour plus direct expenses | 28% of the below fee schedule savings subject to minimum fee of \$135 and cap of \$7,803 per lien Expert witness testimony or hearing representation charged at \$130 per hour plus direct expenses |
| Sedgwick standard medical card | No charge; customization starts at \$3,500 | No charge; customization starts at \$3,588 | No charge; customization starts at \$3,642 |
| Mandatory state panel postings | Included in Sedgwick bill review program fees | Included in Sedgwick bill review program fees | Included in Sedgwick bill review program fees |
| Non-Mandatory state panel postings | \$9.50 per panel | \$9.74 per panel | \$9.89 per panel |
| | (1) Alaska, California, New York and Hawaii @ \$140 per hour; CAT @ \$195 per hour | (1) Alaska, California, New York and Hawaii @ \$144 per hour; CAT @ \$200 per hour | (1) Alaska, California, New York and Hawaii @ \$146 per hour; CAT @ \$203 per hour |
| | (2) Minnesota QRC Med/Voc & Job Placement charged at prevailing fee schedules | (2) Minnesota QRC Med/Voc & Job Placement charged at prevailing fee schedules | (2) Minnesota QRC Med/Voc & Job Placement charged at prevailing fee schedules |

Sedgwick Subrogation services

| Service | Year 1 | Year 2 | Year 3 |
|-------------|---------------------|---------------------|---------------------|
| Subrogation | 25.0% of recoveries | 25.0% of recoveries | 25.0% of recoveries |

C. SIU Service Fees:

The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client:

| Service name | Price |
|--------------------------------|--|
| Research services | |
| Social media investigation | \$275 |
| Smart plus investigation | \$475 |
| Comprehensive background | \$525 |
| Canvassing services | \$250 |
| Skip tracing/individual locate | \$315 |
| Asset check | \$225 |
| Criminal and civil check | \$135 plus cost of records Additional counties or names: \$75 (per county or name) |
| Records request | \$100 plus cost of records |
| Social media monitoring | \$25 per week of monitoring |
| Other research services | Quote upon request |
| Surveillance services | |
| Surveillance | \$95 per hour (portal to portal): All other states \$100 per hour (portal to portal): California, Hawaii, and New York <i>Mileage charged at IRS standard mileage rate</i> <u>Additional expenses to hourly rate:</u> Report writing (up to 1/2 hour per day at standard surveillance rates) Pre-surveillance investigation: \$85 License plate searches: \$20 (post prelim) |

| Service name | Price |
|--|--|
| Unmanned surveillance | \$750 per day (three-day minimum) Deployment and extraction of stationary device: \$95 per hour: All other states \$100 per hour: California, Hawaii, and New York <i>Mileage charged at IRS standard mileage rate</i> |
| Video copies | \$100 per additional copy plus shipping |
| Field services | |
| Alive and well check - in person | \$425: All other states \$450: California, Hawaii, and New York |
| Alive and well check - virtual interview | \$125 |
| Activity check | \$450: All other states \$475: California, Hawaii, and New York |
| AOE/COE Recorded statement Scene investigation Trial/deposition | \$95 per hour (portal to portal): All other states \$100 per hour (portal to portal): California, Hawaii, and New York <i>Mileage charged at IRS standard mileage rate</i> |
| International investigations | Quote upon request |
| Other field services | Quote upon request |
| Assessment services | |
| Suspect file review | \$125 per hour |
| Fraud investigation (includes state reporting) | \$125 per hour |
| Red flag analytics review | \$125 per hour |
| Other assessment services | Quote upon request |

D. Subrogation and Other Recoveries:

- i. Sedgwick shall pursue recoveries for subrogation, second injury funds, and other applicable special funds such as supplemental state funds, COLA reimbursements, retro funds, and other similar funds. Client shall pay Sedgwick twenty-five percent (25%) of the recovery received. All fees and expenses, including attorneys' fees or investigations, for pursuit of any recovery shall be charged to the appropriate Qualified Claim file as an allocated loss adjustment expense.
- ii. As determined by the parties, Sedgwick shall either:
 - a. Deposit the recovery funds and issue payment from Sedgwick's accounts Payable system to Client for the net recovery (less Sedgwick's fee). Sedgwick will deposit the net recovery check into the Client's loss-funding account or forward it directly to the Client.
 - b. Deposit the recovery funds into the Client's loss-funding account and Sedgwick shall receive payment from the claim file or directly from Client.

E. MMSEA/SCHIP Medicare Reporting Fee:

The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client:

One time \$9 charge per claim for claims involving bodily injuries (WC, liability, no fault).

| No. | Service name and description | Price |
|-----|--|------------------|
| 1 | Medicare Set-Aside (MSA): This comprehensive report is primarily used to assist the examiner in determining an appropriate amount of money to set aside for the benefit of Medicare at the time of settlement. This MSA expires after six months per CMS guidelines. | \$2,500 |
| 2 | MSA without submission: This is a compact, evidence-based MSA report that will not be submitted to CMS for review. It does not expire. | \$2,000 |
| 3 | Zero dollar MSA waiver: Preparation and submission of the \$0 MSA to CMS. This is only for denied cases where \$0 in medical and indemnity payments have been made. | \$2,500 |
| 4 | Complex Medicare set-aside (MSA): Any MSA that includes three or more open claims to be included in the same report; catastrophic cases; or 150+ pages of medical records. In addition to WCMSA fee. | \$650 |
| 5 | MSA submission: Compiling, reviewing, analyzing and submitting necessary documentation to CMS for approval of an MSA. | \$800 |
| 6 | P.R.O. (Proactive Reduction Outreach) NURSE: After an MSA is completed, under certain circumstances, this nurse will reach out to the appropriate physician(s) to secure documentation necessary to reduce the MSA. | \$110 |
| 7 | MSA update: All updates will be charged at a flat rate. Exception: MSAs older than two years may be charged the full MSA rate for an update. | \$615 per update |
| 8 | Medical cost projection (MCP): An MCP is similar to an MSA in that it projects the anticipated future medical care for a claimant. However, it could contain non-Medicare covered expenses and is not submitted to CMS for approval. Generally completed on claims with no current Medicare exposure or for reserving purposes. | \$2,250 |
| 9 | MSA/MCP combination report: This product is a combination of the MSA and MCP. It includes one report that summarizes medical records and two spreadsheets (Medicare and non-Medicare items). | \$3,300 |
| 10 | Social security disability check: We will check to determine if the claimant has applied for or been accepted for Social Security disability benefits. | \$350 |
| 11 | Rated age request: In certain circumstances, it may be necessary to secure a rated age to minimize the MSA. | \$27 |

F. Loss Control Service Fees:

The Loss Control services 1 day per year is included however additional fees may be applicable and are detailed below. Fees may change from time to time upon sixty (60) days

prior written notice to Client.

| SERVICE | FEE |
|---|--|
| Analytics services | \$190.00 per hour |
| Risk assessments - Safety audits | \$160.00 per hour |
| Risk consultative services | \$160.00 per hour |
| Safety training | \$160.00 per hour \$1,240.00 per day |
| Travel rate for Loss Control services | \$85.00 per hour |
| Industrial hygiene | Available upon request and subject to separate terms and conditions. |
| Reimbursement of Costs and Expenses: The following items will be billed "at cost" with no markup, with prior Client approval: <ul style="list-style-type: none">Tolls, Ferries, Parking, Shipping, Meals, Hotels, Airfare, etc. | |
| Custom Programming: Any custom programming to accommodate special needs will be billed at Sedgwick's programming rate of \$185 per hour. Any custom programming projects including fee arrangement will be agreed upon by both the Client and Sedgwick prior to the start of said project. Examples of custom programming are custom import/exports, specialized management reports, etc. | |

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the dates shown below.

Ottawa County

Sedgwick Claims Management Services, Inc.

By _____

By Michael Shook

Title _____

Title Senior Vice President

Date _____

Date January 2, 2024

Action Request



Committee: Board of Commissioners

Meeting Date: 01/16/2024

Requesting Department: Strategic Impact

Submitted By: Paul Sachs

Agenda Item: Demolition Contract Amendment

Suggested Motion:

To approve and authorize the Board Chair/Clerk/Register to sign a First Amendment to Demotion Services Contract.

Summary of Request:

This First Amendment to the original contract approved on 11/21/2023 between the County, Specialized Demolition, and Joe and Tammy Kluting facilitates the reallocation of unobligated funds between projects approved by and funded through the State Land Bank Authority (SLBA) Round I Blight Elimination Program Grant Agreement. The contract amount and grant awards remain the same, the funds will simply be shifted between projects as per written approval from SLBA received in late December. Exceptional circumstance justification is to meet required reimbursement submission deadline, which necessitates ratification at the January 16, 2024 Board of Commissioners meeting.

Financial Information:

| | | | | | |
|--------------------|---------------------------|---------------------|---|-----------------------------|------------------------------|
| Total Cost: \$0.00 | General Fund Cost: \$0.00 | Included in Budget: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
|--------------------|---------------------------|---------------------|---|-----------------------------|------------------------------|

If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective: Goal 2, Objective 3: Consider initiatives that contribute to the environmental health and sustainability of the County and its' residents.

Administration: Recommended Not Recommended Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date:

FIRST AMENDMENT TO THE
Demolition Services Contract between Specialized Demolition Inc,
Joe and Tammy Kluting, and the County of Ottawa

This Amendment to the Contract for Demolition of 19686 Main Street, Conklin, MI (hereinafter “Amendment”) is made and hereby effective on the ____ day of January, 2024, by and between the County of Ottawa, a municipality in the State of Michigan (hereinafter, the "County"), acting by and through its duly elected Board of Commissioners (hereinafter the "Board"), and its Ottawa County Land Bank Authority (hereinafter, the "OCLBA"), all with its principle place of business at 12220 Filmore St., West Olive, Michigan 49460, and Specialized Demolition, Inc (hereinafter, “Contractor”), with a principal place of business at 3793 136th Ave., Hamilton, MI 49419, and Joe and Tammy Kluting, husband and wife (hereinafter, “Landowner”), residing at 3011 Arthur Street, Coopersville, Michigan 49404.

WHEREAS, the State Land Bank Authority Grant Agreement with the OCLBA (hereinafter “Grant”), dated March 20, 2023 (See attached Exhibit A), provides funding for demolition and stabilization activities of structures on three properties, one of which is located at 19686 Main Street in Conklin, MI (hereinafter “Project Site”); and

WHEREAS, the Grant received by OCLBA from the State Land Bank Authority (hereinafter “SLBA”) originally limited funding for the Project Site to **SIXTY-TWO THOUSAND and NO CENTS** (\$62,000) of the total **TWO HUNDRED THOUSAND and NO CENTS** (\$200,000) of funding, based on early estimates received by the Landowner; and

WHEREAS, the SLBA has revised the Grant guidance to allow for excess funds not expended on other sites approved under the Grant, estimated to be at least **SIXTY-EIGHT THOUSAND and NO CENTS** (\$68,000), to be reallocated to the Project Site; and

WHEREAS, the Contract for Demolition of 19686 Main Street, Conklin, MI (hereafter, “Contract”) that was approved on November 21, 2023 (See attached Exhibit B) had a final approved invoice amount of **NINETY-NINE THOUSAND, SEVEN HUNDRED, FORTY-FIVE and NO CENTS** (\$99,745); and

WHEREAS, the Grant only allowed the SLBA to reimburse the County, which is the Grantee under the Grant, for expenses paid for demolition/stabilization activities approved in the Grant,

WHEREAS, the Contract required the Landowner to pay directly to Contractor the full contracted amount, less the **SIXTY-TWO THOUSAND and NO CENTS** (\$62,000).

NOW, THEREFORE, this Amendment rescinds Sections 2b, 2c, and 2d of the Contract, replacing them with the following amended Sections 2b, 2c, and 2d:

2. Compensation:

b) The Landowner shall be responsible for paying the full contracted amount less **SIXTY-TWO THOUSAND and NO CENTS** (\$62,000) directly to the County.

c) The County shall pay Contractor the full contracted amount as soon as the Landowner payment has been deposited and verified.

d) If, due to the potential availability of excess Grant funds, the County receives a reimbursement from SLBA for the Project Site greater than **SIXTY-TWO THOUSAND and NO CENTS** (\$62,000), the County shall return to the Landowner by check in a single one-time payment the difference between the reimbursed amount from SLBA and **SIXTY-TWO THOUSAND and NO CENTS** (\$62,000), not to exceed **THIRTY-SEVEN THOUSAND, SEVEN HUNDRED, FORTY-FIVE and NO CENTS** (\$37,745).

All remaining provisions of the original Contract are still in full effect and enforce.

In witness whereof, each party to this Amendment has caused it to be executed on the date(s) indicated below.

COUNTY OF OTTAWA

By: _____

Joe Moss, Chairperson
Board of Commissioners

Date

By: _____

Justin F. Roebuck,
County Clerk/Register

Date

SPECIALIZED DEMOLITION, INC

By: _____

Dan Van Der Hulst
Vice President

Date

LANDOWNER NAME

By: _____

Joe Kluting

Date

By: _____

Tammy Kluting

Date

**STATE LAND BANK AUTHORITY
GRANT AGREEMENT
WITH
OTTAWA COUNTY LAND BANK AUTHORITY**

This Grant Agreement (“Contract”) is made between the State Land Bank Authority (the “SLBA”) and the Ottawa County Land Bank Authority (the “Grantee”). The SLBA and Grantee shall sometimes be referred to in this Contract individually as a “Party” or collectively as “Parties”.

Grantee: Ottawa County Land Bank Authority
12220 Fillmore Street, Room 155
West Olive, Michigan 49460

I. PURPOSE AND PROJECT SCOPE.

- A. The purpose of this Contract is to provide funding in the amount of Two Hundred Thousand Dollars (\$200,000) in exchange for work to be performed for the project. The SLBA is authorized to provide grant assistance pursuant to PA 166 of 2022. This Contract is subject to the terms and conditions specified herein.
- B. This Contract and its exhibits constitute the entire Contract between the SLBA and the Grantee and may be modified only by written agreement between the SLBA and the Grantee.
- C. The scope of this project is limited to the activities specified in Grantee’s Application and summarized in Exhibit A, and such activities as are authorized by the SLBA under this Contract. Grantee’s Application, dated January 31, 2023, as amended, is hereby incorporated in whole by reference. Any change in project scope requires prior written approval in accordance with Section V, Changes, of this Contract.
- D. By acceptance of this Contract, the Grantee commits to complete the project identified in Exhibit A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD.

Contract Start Date: March 20, 2023
Reimbursement Submission Date: December 31, 2023
Contract End Date: February 29, 2024

Upon signature by the SLBA, the Contract shall be effective from the Contract Start Date until the Contract End Date specified above. The SLBA shall have no responsibility to provide funding to the Grantee for project work performed except between the Contract Start Date and the Contract End Date specified above and after all conditions precedent contained herein have been fully satisfied to the reasonable satisfaction of the SLBA. Unless otherwise agreed to in writing, expenditures made by the Grantee prior to the Contract Start Date or after the Contract End Date of this Contract are not eligible for payment under this Contract.

III. CONTACTS.

SLBA Contact:

Adam Robach
Post Office Box 30766
Lansing, Michigan 48909
(517) 335-8212
robacha2@michigan.gov

Grantee Contact:

Amanda Price
12220 Fillmore Street, Room 155
West Olive, Michigan 49460
(616) 994-4501
aprice@miottawa.org

IV. CONDITIONS PRECEDENT. The SLBA shall have no responsibility to provide funding to the Grantee for project work performed at the subject property below until all of the following conditions precedent have been fully satisfied to the reasonable satisfaction of the SLBA:

- A. Proof of vacancy of the property located at 135 East Main Avenue, Zeeland, Michigan 49464, Michigan (Parcel Number: 70-17-18-357-054).
- B. The recorded deed showing Grand Power Works, LLC as the current owner of the property located at 518 South Harbor Drive, Grand Haven, Michigan (Parcel Number: 70-03-20-399-006 (part), 70-03-20-398-002 (part), and 70-30-20-399-010 (new)).
- C. A copy of the fully executed *Agreement for Access and Temporary Site Control* between the Ottawa County Land Bank Authority and Grand Power Works, LLC (as owner) providing site control and authorization to perform the Eligible Activities to the Ottawa County Land Bank Authority.

V. CHANGES. Any changes to this Contract shall be requested by the Grantee in writing and approved by the SLBA in writing. The SLBA reserves the right to deny requests for changes to the Contract or to the exhibits. No changes can be implemented without written approval by the SLBA.

VI. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS. The Grantee shall submit deliverables and follow reporting requirements specified in the Program-Specific Requirements section and in Exhibit A of this Contract. All deliverables in Exhibit A, unless otherwise stated in this Contract, shall be made to the SLBA at the address set forth in Section III, or electronically as SLBA may provide.

VII. GRANTEE RESPONSIBILITIES.

- A. The Grantee shall satisfy all conditions precedent contained herein to the reasonable satisfaction of the SLBA.
- B. The Grantee agrees to abide by all local, State, and federal laws, rules, ordinances, and regulations in the performance of this Contract.
- C. All local, State, and federal permits, if required, are the responsibility of the Grantee. Award of this Contract is not a guarantee of permit approval by the State.
- D. The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Contract.

- E. The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- F. The SLBA's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The SLBA's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or cause of action arising out of the performance of this Contract.
- G. The Grantee is responsible for having the appropriate site control as required by PA 166 of 2022 and the SLBA's RFP 2023-001.
- H. The Grantee is responsible for recording a lien in favor of the SLBA on privately-owned Eligible Property in the full amount of any Eligible Activities performed and reimbursed pursuant to this Contract. A release of lien may be provided conditioned upon demonstration of future development plans satisfactory to SLBA and the local unit of government.
- I. The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the SLBA for the purpose of obtaining this Contract or any payment under the Contract and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Contract.
- J. The Grantee is responsible for the completion of all proper due diligence with regard to identifying and addressing potential environmental concerns prior to start of work. Residential demolition sites must, at a minimum, have an Asbestos Containing Material and Hazardous Material Survey. Commercial, institutional and/or industrial demolition sites must have, at a minimum, Asbestos Containing Material and Hazardous Material Survey and a Phase I Environmental Site Assessment, conducted per ASTM E1527-13, with consideration of any findings to be incorporated into the demolition specifications. All reporting requirements and appropriate precautions must be followed in the event any hazardous materials, contamination or Underground Storage Tanks are encountered. Only activities specified in Grantee's submission package are eligible for reimbursement.
- K. Grantee shall conduct all required preliminary environmental studies prior to beginning the bidding process for abatement and demolition. Based on those studies and/or resulting bids, the Grantee's budget and sources of funding will be jointly reviewed by Grantee and the SLBA to determine if adequate financial resources are available. If it is determined that the project exceeds available financial resources, Grantee shall be reimbursed for the direct costs associated with the preliminary environmental studies and the parties will agree to cancel this contract for lack of adequate funding sources.

VIII. **USE OF MATERIAL.** Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the SLBA funded all or a portion of its development.

The SLBA retains an irrevocable non-exclusive license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted or generated under this Contract whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the SLBA can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

IX. **ASSIGNABILITY.** The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the SLBA. The SLBA does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

X. **SUBCONTRACTS.** The SLBA reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the SLBA will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. All contractors, subcontractors, or others used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be licensed and qualified, as appropriate, to perform the duties required. Contractors must be procured through a competitive procurement process.

XI. **NON-DISCRIMINATION.** The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, State, and local fair employment practices and equal opportunity laws. Grantee covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

In addition, as provided in Executive Directive 2019-09, any contractor or subcontractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Grantee agrees to include in every contract or subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

XII. UNFAIR LABOR PRACTICES. The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XIII. LIABILITY.

- A. The Grantee, not the SLBA, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee. The SLBA shall not be liable for any claims, judgements or costs merely by providing grant funding.
- B. All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the SLBA in the performance of this Contract is the responsibility of the SLBA and not the responsibility of the Grantee, if the liability is caused solely by any SLBA employee or agent.
- C. In the event that a liability or liabilities arise as a result of activities conducted jointly by the Grantee and the SLBA in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the SLBA in relation to each Party's responsibilities under these joint activities.
- D. Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the SLBA, its agencies, or employees as provided by statute or court decisions.

XIV. CONFLICT OF INTEREST. No employee, officer, director, appointee or elected official of the Grantee's organization or governing body, or their families, shall benefit financially from any part of this Contract.

XV. ANTI-LOBBYING. Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2): "Lobbying' means communicating directly with an official of the executive branch of State government or an official in the legislative branch of State government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the SLBA. Further, the Grantee shall require that language of the assurances in this section be included in the award documents of all subawards at all tiers.

XVI. DEBARMENT AND SUSPENSION. By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its contractor(s), subcontractor(s), and others:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, SLBA, or local) transaction or contract under a public transaction, as

defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (B).
- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
- E. Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and policies governing this program.

XVII. AUDIT AND ACCESS TO RECORDS. Pursuant to MCL 18.1470 the SLBA reserves the right to conduct a programmatic and financial audit of the project, and the SLBA may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the SLBA. The financial and accounting records associated with this Contract shall be made available to SLBA, its designee, and the auditor general, upon request, during the terms of this Contract and any extension of this Contract and for three years after the Contract End Date or final payment under the Contract, whichever is later. The Grantee will provide proper facilities for such access and inspection.

XVIII. INSURANCE. The Grantee shall require all contractors and subcontractors providing activities or services to be reimbursed under this Contract to carry, and show proof of coverage, of business liability, automobile and workman's compensation insurance at levels consistent with Grantee's contracting policies and contracts.

XIX. OTHER SOURCES OF FUNDING. The Grantee guarantees that any claims made to the SLBA under this Contract must not be financed by any source other than the SLBA under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the SLBA, the total amount representing such duplication of funding.

XX. COMPENSATION.

- A. The SLBA will reimburse the Grantee a total amount not to exceed the amount specified in Section I of this Contract, and only for expenses incurred for this project. All other costs necessary to complete the project are the sole responsibility of the Grantee. Unless and until SLBA receives all required, requested and necessary documents from Grantee, it shall not be liable for any payments to Grantee.
- B. Unless otherwise agreed to in writing, expenses incurred by the Grantee prior to the Contract Start Date or after the Reimbursement Submission Date of this Contract are not allowed under the Contract.
- C. The SLBA will approve payment requests after approval of reports and related documentation as required under this Contract.

- D. The SLBA reserves the right to request additional information necessary to substantiate payment requests.
- E. Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).
- F. Final payment will be withheld by the SLBA until the project is completed in accordance with Section XXI, Closeout, and Exhibit A.

XXI. CLOSEOUT.

- A. A determination of project completion, which may include a site inspection and an audit, shall be made by the SLBA after the Grantee has satisfactorily completed the activities and deliverables described in Exhibit A.
- B. Upon issuance of final payment from the SLBA, the Grantee releases the SLBA of all claims against the SLBA arising under this Contract. Unless otherwise provided in this Contract or by law, final payment under this Contract shall not constitute a waiver of the SLBA's claims against the Grantee.
- C. The Grantee shall immediately refund to the SLBA any payments in excess of the costs allowed by this Contract.

XXII. CANCELLATION. This Contract may be canceled by the SLBA, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the SLBA and Grantee. The SLBA reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXIII. TERMINATION.

- A. This Contract may be terminated by the SLBA, for among other things, as follows:
 - a. Upon 30 days written notice to the Grantee:
 - i. if the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation (PA 166 of 2022) or other applicable law or rules;
 - ii. if the Grantee knowingly and willingly presents false information to the SLBA for the purpose of obtaining this Contract or any payment under this Contract;
 - iii. if the SLBA finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the SLBA in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract;
 - iv. during the 30-day written notice period, the SLBA shall also withhold payment for any findings under subparagraphs i-iii, above; or

- v. if the Grantee or any contractor, subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs (LARA) or its successor.
- b. Immediately and without further liability to the SLBA if the Grantee, or any agent of the Grantee, or any agent of any contractor or subcontractor is:
 - i. convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
 - ii. convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
 - iii. convicted under State or federal antitrust statutes;
 - iv. convicted of any other criminal offense that, in the sole discretion of the SLBA, reflects on the Grantee's business integrity; or
 - v. added to the federal or state Suspension and Debarment list.
- B. If the Contract is terminated, the SLBA reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

XXIV. NOTIFICATION OF DELAYS. The Grantee shall inform the SLBA's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project. Any change to the Contract End Date must be approved by SLBA as set forth in Section V.

The individuals signing below certify by their signatures that they are authorized to sign this Contract on behalf of their organization, and that the Parties will fulfill the terms of this Contract, including the attached Exhibit A, and used only as set forth herein.

XXV. PUBLICITY. Grantee shall cooperate with SLBA and coordinate with SLBA for all press releases and public events regarding the projects, including, but not limited to, being available for and attending press events for state and local representatives.

XXVI. DISCLOSURE OF LITIGATION. Except as otherwise previously disclosed, Grantee shall disclose immediately any criminal litigation, investigations or proceedings involving the Grantee or any of the Grantee's elected officials or employees.

XXVII. REALLOCATION OR TERMINATION OF FUNDING. If the State of Michigan legislature or the State of Michigan government fails to provide or terminates the funding necessary for SLBA to fund this Contract, SLBA may terminate this Contract. Upon such termination of funding, SLBA shall have no further obligation to provide grant funds.

Program awards will be revoked and the funds reallocated if the Grantee fails to provide necessary information, fails to meet deadlines, fails to secure the necessary agreements and approvals within the established timeframes or otherwise fails to cooperate with state partners in a manner sufficient to all for the satisfactory completion of the project. Remaining funds may be reallocated as the SLBA otherwise sees fit consistent with PA 166 of 2022.

The signatories below warrant that they are empowered to enter into this Contract.

GRANTEE ACCEPTANCE:

Dated: July 17, 2023

Ottawa County Land Bank Authority

Amanda Price

By: Amanda Price
Its: Chairperson

SLBA ACCEPTANCE:

Dated: 7/17/2023

State Land Bank Authority

Jeffrey M. Huntington

By: Jeffrey M. Huntington
Its: Authorized Officer

EXHIBIT A

PROJECT SCOPE AND REQUIREMENTS

- I. **PROJECT LOCATION.** The Grantee agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein in order to complete the blight elimination activities of the property listed below:

Parcel Number: 70-01-32-186-016
Commonly known as: 19686 Main Street, Conklin, Michigan

Parcel Number: 70-17-18-357-054
Commonly known as: 135 East Main Street, Zeeland, Michigan

Parcel Number: 70-17-18-357-061
Commonly known as: 137 East Main Street, Zeeland, Michigan

Parcel Number: 70-03-20-399-006 (part), 70-03-20-398-002 (part),
And 70-30-20-399-010 (new)
Commonly known as: 518 South Harbor Drive, Grand Haven, Michigan

- II. **PROJECT REQUIREMENTS AND SCOPE.** The Grantee shall complete blight elimination activities at the property identified in Section I of this Exhibit A by the Contract End Date:

- A. The Grantee shall carry out the blight elimination activities in accordance with the requirements set forth in this project scope.
- B. The Grantee shall coordinate blight elimination activities, ensuring that all approvals and permits are in place prior to the start of work.
- C. The Grantee shall ensure compliance with all requirements related to lead-based paint, asbestos and other hazardous materials and notify the appropriate state or local agencies or Michigan Department of Environment, Great Lakes, and Energy (EGLE) if required by law. Further details and requirements are located on the following websites:

- http://michigan.gov/deq/0,1607,7-135-3310_4106-11856--,00.html
- http://michigan.gov/deq/0,1607,7-135-3307_29693_30031---,00.html
- https://www.michigan.gov/lara/0,4601,7-154-89334_11407_15333_15369---,00.html
- https://www.hud.gov/program_offices/healthy_homes/healthyhomes/lead
- <http://www.epa.gov/asbestos>.

- D. Demolition activities include demolition of vacant residential, commercial, or industrial structures, including reasonable and necessary costs directly related to demolition, including, but not limited to, title work, due care demolition plans, acquisition, utility disconnect fees, permit fees, abatement of hazardous materials, air monitoring at demolition sites, the replacement of damaged sidewalk or

recurring at the street, and seeding. All work is to be completed in compliance with all local and state laws and regulations.

- E. Stabilization activities include the stabilization of vacant residential, commercial, or industrial structures identified for future rehabilitation. Eligible stabilization costs may include debris removal, exterior security materials to deter trespassing and vandalism, and interior and exterior repairs needed to protect against further deterioration and meet local exterior property maintenance requirements. All work is to be completed in compliance with all local and state laws and regulations.
- F. Clearance of sites includes removal and disposal of all materials and debris offsite in compliance with federal, state or local requirements; providing for erosion control; and other incidentals necessary to satisfactorily complete the structure removal. All debris shall go to a licensed Type I or Type II landfill. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested.
- G. The Grantee is responsible for:
 - a. Providing qualified personnel, equipment, materials and other resources necessary to perform activities in order to complete blight elimination activities of the property identified in Section I of this Exhibit A by the Contract End Date.
 - b. Ensuring adequate quality control.
 - c. Maintaining documents and records related to all the activities carried out under the Contract. The Grantee shall maintain current, accurate and complete records according to and in compliance with all applicable federal, state and local requirements and Section XVII of the Contract.
 - d. Identifying a Project Manager or designated representative who will serve as the Grantee's contact person and who has final authority for the Grantee on all matters relating to the Contract.
 - e. Coordinating with SLBA on matters relating to the project requirements, including completion, or any items that require immediate attention or that impact on the results or quality of the work to be performed.
 - f. Accuracy of the work performed. Grantee is required to make all necessary revisions or corrections resulting from errors and omissions on the part of the Grantee without additional funding. Acceptance of the work by SLBA will not relieve the Grantee of the responsibility for subsequent correction of any such errors and omissions.
 - g. Reporting the status of the project to SLBA in accordance with the reporting requirements established by SLBA for the Grantee's project. The reports will require, but not be limited to, the following information:
 - i. Site Control
 - ii. Photos Demonstrating the Level of Blight at the Project Location

- iii. For Demolition Activities:
 - 1. Gas, Electric, and Water Wrecking Clearances
 - 2. Procurement Documents - RFP, Contracts, Bid Tabulations
 - 3. Asbestos and Hazardous Material Survey
 - 4. Phase I and Phase II Assessments (if conducted)
 - 5. NESHAP 10-Day Notice – Abatement
 - 6. Abatement Clearance
 - 7. Signed Abatement Waste Manifests
 - 8. NESHAP 10-Day Notice – Demolition
 - 9. Proper State of Michigan Certified Licensure from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
 - 10. Applicable Permit(s) for Eligible Activities at the Project Location
 - 11. Open Hole Inspection and Picture
 - 12. Grantee-Approved Invoices from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
 - 13. Approved/Closed Applicable Permit(s)
- iv. For Stabilization Activities:
 - 1. Procurement Documents - RFP, Contracts, Bid Tabulations
 - 2. Environmental Assessments (if conducted)
 - 3. Proper State of Michigan Certified Licensure from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
 - 4. Applicable Permit(s) for Eligible Activities at the Project Location
 - 5. Grantee-Approved Invoices from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
 - 6. Approved/Closed Applicable Permit(s)
- v. Lien Waivers from all Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
- vi. Post Activity Photos at the Project Location
- vii. Signed Remediation and/or Demolition Waste/Recycling Manifests

III. **PROJECT REIMBURSEMENT AND COMPLETION.** The SLBA will approve payment(s) upon satisfactory completion of the blight elimination and all associated activities.

Approval for payment of funds will be made by SLBA based on satisfactory submission of a Request for Payment Form and supporting documentation. The format for the Request for Payment Form is included as Exhibit B.

Final payment will not be made until Grantee provides a satisfactory Request for Payment Form found in Exhibit B, and copies of all supporting documentation. Documentation requirements will be based on scope and activities that fall under this funding.



**OTTAWA COUNTY
CONTRACT FOR DEMOLITION OF 19686 MAIN STREET, CONKLIN, MI**

This CONTRACT is made and hereby effective on the 30th day of October, 2023 by and between the County of Ottawa, a municipality in the State of Michigan (hereinafter, the "County") acting by and through its duly elected Board of Commissioners (hereinafter the "Board"), and its Ottawa County Land Bank Authority (hereinafter, the "OCLBA"), and **Specialized Demolition, Inc** (hereinafter, "Contractor"), with a principal place of business at 3793 136th Ave., Hamilton, MI 49419, and **Joe and Tammy Kluting**, husband and wife (hereinafter, "Landowner"), residing at 3011 Arthur Street, Coopersville, Michigan 49404.

IT IS HEREBY AGREED AS FOLLOWS:

1. **Scope of Work:** Contractor agrees to provide the "Services" which as detailed in Exhibit A. It shall be the responsibility of the Contractor to employ and assign to the project adequate personnel and equipment required to undertake and complete the work in a diligent, timely and orderly manner.
2. **Compensation:**
 - a) Contractor shall perform the work as required by and in accordance with the schedule of time requirements set forth in Exhibit A.
 - b) The Landowner shall be responsible for the full payment to Contractor of the Project, excluding the funding provided by the County.
 - c) The County shall provide funding in the amount of \$62,000 for the Project. However, the County's obligation to disburse the defined amount is contingent upon the Landowner fulfilling their payment obligation under this Contract.
 - d) Payment to the Contractor for services will be under the County's terms of Net 30.
3. **Contract Documents:** The following documents are the entire Contract between Contractor, Landowner, and the County. This Contract includes the following documents listed below, which are incorporated herein by reference and are deemed to be part of this Contract, as if set forth in full:
 - a) This Contract (including attached exhibits)
 - b) All Provisions required by law to be inserted in this Contract whether actually inserted or not.
4. **Performance**
 - a) Contractor shall perform the work as required by and in accordance with the schedule of time requirements set forth in Exhibit A.
 - b) Failure to complete services as required shall constitute breach of this Contract.
 - c) Contractor shall have five (5) calendar days to cure a breach of this Contract (the "Cure Period"). Failure to cure a breach of this Contract within said Cure Period shall allow the County and Landowner to, without further notice to

Contractor, declare this Contract terminated and proceed with the replacement of Contractor and the County shall be entitled to all remedies available to it at law or in equity.

5. Terms of Contract: This Contract shall commence when signed by all parties and unless terminated earlier in accordance with the terms of this Contract. This Contract period will cover a period from project kick-off to project completion of stated objectives, Exhibit A.

This Contract may be terminated prior to completion of the Services at the option of OCLBA, Contractor, or Landowner, upon delivery of written notice by the terminating party to the other party.

6. Expenses: Contractor shall be responsible for all the Contractor's expenses incurred while performing services under this Contract. This includes license fees, fuel and fleet maintenance, insurance premiums, telephone and all salary/payroll expenses, and other compensation paid to employees or contract personnel that the Contractor hires to complete the work under this Contract.
7. Employees: Contractor and all Contractor' employees, while on County premises, shall carry proper identification. Examples of proper identification are State issued Driver's License or State issued Identification Card.

Contractor shall employ only United States citizens, legal residents, or legal resident aliens. Upon request of the County, Contractor shall provide copies of, or access to, work/payroll records and necessary documents to verify status of employees.

Contractor will be supplied with a phone number to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted area will be designated by the authorized County representative.

8. Materials: Contractor will furnish all materials, equipment and supplies used to provide the services required by this Contract.
9. Background Checks: (as required by the Facility) Contractor employees are subject to background checks to ensure, at a minimum, that no employee has a felony or domestic violence or other bar-able conviction(s). The background checks for Contractor employees will be conducted by the County prior to the commencement of any on-site work.
10. Compliance with Laws, Ordinances, and Regulations and Procurement of Permits:
 - a) This Contract is governed by the laws of the State of Michigan.
 - b) Contractor shall at all times comply with all local, state, and federal laws, rules, and regulations applicable to this Contract and the work to be done herewith.

- c) Contractor shall obtain, and pay thereof, all permits required by any agency or authority having jurisdiction over the work. Contractor shall provide a copy of any permit to the County within 3 business days of the County's request.
11. Exclusive Contract: This Contract, including exhibits attached hereto, a County Purchase Order, if applicable, is the entire Contract between Contractor and the County for the services as detailed in Exhibit A.
 12. Modifying this Contract: This Contract may be modified only by a writing signed by all parties.
 13. Record Keeping: Contractor shall keep all records related to this Contract for the term of this Contract and 3 years thereafter.
 14. Dispute: In the event of any conflicts or discrepancies in the wording of any terms, provisions and conditions contained in this Contract, describing Contractor's obligations and responsibilities hereunder, said conflicts and discrepancies shall be resolved by first applying the interpretation of this Contract and its exhibits, attachments, and addendums, then the mutually agreed Contractor's planning documents that affirm the details of the Services to be provided. Any contract or modification of this Contract shall be written and signed by all parties and will supersede any previous written understandings.

Should any disputes arise with respect to this Contract, Contractor, Landowner, and County agree to act immediately to resolve any such disputes. Pending resolution of such dispute or difference and without prejudice to their rights, Contractor, Landowner, and the County shall continue to respect all their obligations and to perform all their duties under this Contract.
 15. Jurisdiction and Venue: The parties' consent to the exercise of general personal jurisdiction over it by the Ottawa Court Circuit Court. Any action on a controversy that arises under or in association with this Contract shall be brought in the State of Michigan, which both parties agree is a reasonably convenient place for trial of the action. The parties agree that their consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.
 16. Liability and Insurance: Contractor and Landowner agrees to indemnify, defend, and hold harmless the County from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Contract, including any liability resulting from intentional or reckless or negligent acts or the acts of the employees or agents of Contractor. Contractor shall provide proof of the following coverages: Workers' Compensation, employer's liability, comprehensive general liability and if applicable, automobile, and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These coverages shall protect the Contractor and the County and their employees, agents, representatives, invitees, and subcontractors against claims arising out of the work performed or products provided.

17. Relationship of Parties: Contractor is an independent contractor and is not an agent or employee of the County for any purpose including, but not limited to, the ability to bind the County and all labor or employee related matters such as tax withholding/reporting, employee wages or benefits, or workers compensation. This Contract is not intended to create any joint venture or partnership of any kind. The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
18. Subcontracts: Contractor may not assign or subcontract any rights or obligations under this Contract without the County's prior written approval.
19. Governmental Immunity: The County does not waive its governmental immunity by entering into this Contract, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Contract.
20. Safety: Contractor shall at all times observe and comply with all federal, state, local and County facility laws, ordinances, rules, and regulations that may in any manner affect the safety and the conduct of the work. Contractor shall indemnify and hold the County harmless against any claim or liability arising from the violation of any such provisions.
21. Absence of Waiver: The failure of either party to insist on the performance of any of the terms and conditions of this Contract, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if such forbearance or waiver had occurred.
22. Notices:
 - a) All notices and other communications for the parties may be served, mailed, or delivered at the following addresses:

If to the Contractor: Specialized Demolition, Inc.
Attn: Dan Van Der Hulst, President
3793 136th Ave.
Hamilton, MI 49419
Email: dan@specializeddemolition.com

If to the Landowner: Joe and Tammy Kluting
3011 Arthur Street
Coopersville, Michigan 49404
Email: jkluting@chipshotconstruction.com

If to Ottawa County: Ottawa County Department of Strategic Impact
Attn: Becky Huttenga
12220 Fillmore St.
West Olive, MI 49460
Email: bhuttenga@miottawa.org

23. **Partial Invalidity:** The partial invalidity of any portion of this Contract shall not be deemed to affect the validity of any other provision. In the event that any provision of this Contract is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by the parties subsequent to the expunction of the invalid provision.
24. **Attorney Review:** The parties represent that they have carefully read this Contract and have had the opportunity to review it with an attorney. The parties affirmatively state that they understand the contents of this Contract and sign it as their free act and deed.
25. **No Third-Party Benefit:** The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
26. **Availability of Funds:** Each payment obligation of the County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services performed herein, the parties may terminate this Contract at the end of the period for which funds are available. The County shall notify Contractor and Landowner at the earliest possible time of the services that will or may be affected by the shortage of funds.
27. **Miscellaneous:**
 - a) **Force Majeure:** The parties shall be excused from performance under this Contract for any period of time during which the party is prevented from performing its obligations hereunder as a result of any Act of God, war, civil disobedience, court order, labor dispute, or other cause beyond the parties' reasonable control. Such non-performance shall not constitute grounds for default.
 - b) **Title and Headings:** Titles and headings to articles, sections or paragraphs in this Contract are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Contract.
 - c) **Modification:** Any modification of this Contract or additional obligation assumed by the parties in connection with this Contract shall be binding only if evidenced in a writing signed by the parties or its authorized representative.
 - d) **Anticipatory Breach:** If Contractor, at any time before delivery of services, declares its intent not to perform in accordance with this Contract, the County shall have an immediate cause of action for breach of this Contract, and shall be entitled to all remedies available to it at law or in equity.

In witness whereof, each party to this Contract has caused it to be executed on the date(s) indicated below.

COUNTY OF OTTAWA

By: 

Joe Moss, Chairperson
Board of Commissioners

11/29/2023

Date

By: 

Justin F. Roebuck,
County Clerk/Register

11/21/2023

Date

SPECIALIZED DEMOLITION, INC

By: _____
Dan Van Der Hulst
President

Date

LANDOWNERS

By: _____
Joe Kluting

Date

By: _____
Tammy Kluting

Date

In witness whereof, each party to this Contract has caused it to be executed on the date(s) indicated below.

COUNTY OF OTTAWA

By: _____
Joe Moss, Chairperson
Board of Commissioners

Date

By: _____
Justin F. Roebuck,
County Clerk/Register

Date

SPECIALIZED DEMOLITION, INC

By: Dan Van Der Hulst
Dan Van Der Hulst
President

10/30/2023

Date

LANDOWNERS

By: Joe Kluting
Joe Kluting

11/7/23

Date

By: Tammy Kluting
Tammy Kluting

11/7/23

Date

Exhibit A



Ottawa County

Request for Proposal 23-51 Demolition Services

The County of Ottawa, on behalf of the Ottawa County Land Bank Authority, is requesting proposals from experienced and qualified vendors for demolition services as part of the blight elimination program.

By responding to this RFP, the Proposer agrees to perform in accordance with the terms and conditions set forth herein.

| | |
|------------------------------|---|
| RFP Issue Date: | Thursday, August 10, 2023 |
| Pre-Proposal Site Visit: | 3:30PM (ET) Monday, August 21, 2023 |
| Questions Deadline: | Wednesday, August 23, 2023 |
| Addendum Issuance: | Monday, August 28, 2023 |
| RFP Deadline: | By 2:00PM (ET) Friday, September 1, 2023 |
| Interview Dates (Estimated): | Week of September 11 |
| Intent to Award (Estimated): | Friday, September 22, 2023 |

RFP Administrator: Steven Holden, Procurement Specialist, 616-994-4778,
purchasing.rfp@miottawa.org

All requests for additional information or questions should be directed to the RFP Administrator.

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Exhibits:

Exhibit 1: Map of site

Exhibit 2: Additional information

Section 1: Information Summary

General Information:

The County of Ottawa distributes solicitation documents through the Michigan Intergovernmental Trade Network (MITN), website at <http://www.bidnetdirect.com/mitn> and through the Purchasing page of the County of Ottawa's website located at <http://www.miottawa.org/Departments/FiscalServices/bids.htm>. Copies of proposal documents obtained from any other sources are not considered official copies, and may result in failure to receive addenda, corrections or other revisions that may be issued.

For purposes of this RFP, the term "Contractor," "Vendor," "Proposer," "Respondent," or "Bidder" are considered to have the same meaning, all referring to the person or company responding to this RFP. Additionally, the terms "County," "Client," or "Owner" refers to the County of Ottawa.

Proposal Submission:

Proposals must be received by **2:00 PM (ET) on Friday, September 1, 2023**. Proposals received after this time will not be considered. Proposals may be withdrawn at any time prior to the scheduled proposal deadline. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP Deadline. Proposals should be concise and complete, covering all items identified, emphasizing an understanding of the project and the resources to perform the intended work. Proposals will be reviewed to determine if submission requirements are met. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as non-responsive. Vendor assumes responsibility for meeting the submission requirements and addressing all necessary technical and operational issues to meet the project objectives.

All proposals must include completed, signed copies of all required attachments. Vendor assumes all risks associated with electronic submission (including possible technical issues). Attachments must be filled out in full and signed by an authorized Company representative.

Proposal Response:

Proposal response must contain completed, signed copies of each of the following required attachments:

- Attachment A – Proposal Cover page
- Attachment B – Client References

- Attachment C – Proposal Response

Proposals will be accepted by e-mail submission only, as follows:

Respondents will submit an electronic response (preferably single-file PDF format) by e-mail to: purchasing.rfp@miottawa.org with subject line of: “RFP 23-51 Demolition Services.” The County can receive email attachments up to 25 megabytes. Proposal documents larger than 20 megabytes should be sent in multiple emails with subject line of: “RFP 23-51 Demolition Services – 1 of 2”, etcetera. It will be the Proposers’ responsibility to ensure that their proposal have been appropriately delivered and received.

Modification:

Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the Proposer’s authorized representative. After the submission deadline, responses may not be modified or withdrawn without written consent of the County.

Pre-Proposal Conference:

Members of the project team will be hosting a pre-proposal walkthrough at the date/time and location below:

19686 Main Street, Conklin @ 3:30PM-4:30PM, Monday, August 21, 2023

Please RSVP by email to purchasing.rfp@miottawa.org. Include company name, all attendee names and email addresses, if applicable. There will be a sign-in process at the site visit.

Questions:

Vendors may submit questions and requests for clarification relating to this RFP to the RFP Administrator by the stated deadline. Responses to all questions and inquiries received by the County will be issued in the form of an Addendum and posted on the MITN and the County’s website, as needed. Only answers to questions submitted prior to the submission deadline and released in the form of an Addendum will be considered official and final. Any remarks or explanations made by phone, email, or in-person will be considered draft and will be non-binding.

Section 2: Background Information

County Information:

Beautiful Ottawa County is located in the southwestern section of Michigan's Lower Peninsula. Its western boundary is formed by Lake Michigan and its eastern boundary is approximately 30 miles inland. The County landmass consists of a total area of 565 square miles with over 300 miles of water frontage. The County is composed of 6 cities, 17 townships, and 1 village.

The current County's legislative body is an eleven-member Board of Commissioners which is elected from single-member districts, determined by population, on a partisan basis for two-year terms. The Board of Commissioners provides oversight, establishes policy, and builds the strategic plan for County operations.

Ottawa County has been named the fastest growing population in the state. Between 2010 and 2020 there was a 12.3% increase in population. The estimated population in the County in 2021 was 299,157. This significant population growth is expected to continue in the years ahead.

Current Environment:

The Ottawa County Land Bank Authority was awarded funding from the Michigan State Land Bank Authority to offset the costs of demolition activities at 19686 Main Street, Conklin, MI 49403 (See map attached at Exhibit 1). The property has been blighted and the structures on it require demolition before redevelopment activities begin.

Section 3: Scope of Work

The County of Ottawa, on behalf of the Ottawa County Land Bank Authority, is requesting proposals from experienced and qualified vendors for demolition services as part of the blight elimination program.

A. General Specifications

Contractor is to supply all labor, materials, necessary tools, equipment, and all utility and transportation services necessary to perform and complete all of the work. This includes compliance with all applicable sections of Chester Township Building and Code Ordinances and other pertinent ordinances.

B. Tasks

The Scope of Work (“Work”) for this RFP may include, but is not necessarily limited to:

1. Security: Provide site security for duration of project after notice to proceed is received.
2. Mobilization: Includes all labor, equipment, materials, and incidentals to mobilize to the project site to perform the work. It includes all supervision of successful Respondent personnel, and office support. It includes project meetings, surveying, site security, temporary controls and utilities, pre-work submittals, preparation of all submittals including, the successful Respondent’s Site Specific Work Plan and Health and Safety Plan (HASP), personal protective equipment, permits, disposal approvals, erosion controls, barricades, traffic control, trash disposal, cleaning, and demobilization. Total cost of this item shall not exceed four (4%) percent of the successful Respondent’s overall base bid.
3. Utilities: The OCLBA has requested disconnection of gas and electric service from this site. Letters will be forward to the successful Respondent indicating the disconnection of those same utilities. It will be the successful Respondent’s responsibility to have any other utilities cut and removed from the site as required by regulation, local ordinance or, at a minimum, generally accepted methods. The successful Respondent is responsible for contacting Miss Dig prior to any demolition activity.
 - a. Contractor is responsible to cut and cap utilities other than gas and electric and pay all associated fees. This may include well capping and proper closure of any on-site sewer systems or drainage systems as detailed in Phase I/II reports, or as found by successful Respondent.
4. Asbestos Containing Materials: Includes all labor, equipment, materials, incidentals, transportation, and disposal fees for the pre-demolition abatement of

asbestos containing materials. Successful Respondent to submit Notification of Intent to Renovate/Demolish to EGLE and the MIOASHA Asbestos Program at the Michigan Department of Licensing and Regulatory Affairs (“LARA”), provide the OCLBA with copy of notification and any subsequent revisions to notification.

5. Universal Waste: Include all labor, equipment, materials, and incidentals, transportation and disposal fees needed to manage Universal Waste and its disposal prior to demolition. Universal waste includes, but are not limited to, bulbs; ballasts; batteries; mercury containing/equipment; and electronic equipment.
6. Clearances: Coordinate visual and/or air clearance examinations through the OCLBA’s environmental consultant. Any costs for failed examinations shall be deducted from the final payment to the successful Respondent’s final invoice.
7. Demolition: Includes all labor, equipment, materials, fees, permits and incidentals needed: to demolish building, flatwork, and below grade structures associated with the building (including basement, foundations, footings, sumps, pits, vaults etc.); transportation and disposal of all demolition debris; removal of all concrete and asphalt drives and parking areas on site; and utility disconnects, removal, abandonment, or protection of buried underground utilities as specified. Use of explosives is strictly prohibited. Do not burn demolished materials. Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain property of OCLBA, demolished materials shall become the successful Respondent’s property and shall be removed, recycled, or disposed from Project site in an appropriate and legal manner. Successful Respondent will be required to provide water, application equipment and personnel for dust suppression during demolition activities.
8. Site Restoration: Site restoration shall include general backfilling, leveling and compaction and the installation of topsoil, grass seed and straw. Procedures, methods, materials, and other information regarding excavation and backfill shall be included in the Project Work Plan developed by the successful Respondent. The following information regarding excavation and backfilling shall be included in the Project Work Plan, at a minimum: (1.) Project Schedule; (2.) List of Subcontractors; (3.) Description of the methods and equipment to be used for each related operation (i.e., excavation, transportation, sampling, etc.); (4.) Transportation company; (5.) Method to protect any storm sewers and conveyances during soil excavation in close proximity of the site; and (6.) Description of the means, methods, and procedures for site restoration.
 - a. Backfill material: The successful Respondent shall submit data on proposed backfill materials (sand and gravel) to the OCLBA for approval. This data shall include the source of backfill material; grain size analysis, including

MDOT classification; and analytical results (including volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and Michigan metals) verifying that backfill material is uncontaminated. Testing shall be the responsibility of the successful Respondent and shall be performed at no additional cost to the OCLBA.

- i. Satisfactory materials shall be MDOT Class II sand or MDOT Class III granular fill and shall be free of trash, debris, roots, and other organic matter. Native fill can be reused in the excavation from which it came, if determined by OCLBA or its designee to be suitable. Any sampling, sample delivery, and laboratory analysis deemed necessary for reuse of native fill shall be the responsibility of the successful Respondent and is incidental to the project.
 - ii. Unsuitable materials
 - Contaminated soil includes, but is not limited to, soils that are visually or olfactory impacted. Any VOCs, SVOCs, PCBs, or other contaminants are detected in backfill material from an offsite location and/or if the OCLBA or its designee detects any contamination through visual or olfactory senses, then this will constitute classification as "contaminated soil."
 - Unsuitable materials include the following materials: (1.) Soils that, when classified under ASTM D 2487 - Classification of Soils for Engineering Purposes, fall in the classification of Pt, OH, CH, MH, or OL; (2.) Soils that cannot be compacted sufficiently to achieve the density specified for the intended use; (3.) Soil with more than 10% organics; (4.) Soils that contain greater concentrations of chloride or sulfate ions or have a soil resistivity or pH less than the existing onsite soils; (5.) Topsoil; (6.) Slag; (7.) Crushed concrete; (8.) Rock; (9.) Fill with brick, block or concrete; and/or (10.) Fill with rocks larger than 4" diameter.
 - iii. Analytical Reports: The successful Respondent shall submit to the OCLBA all analytical results of the backfill, waste characterization, and any other samples collected/required for the work.
- b. Surface Grade: After demolition activities have been completed, all disturbed surfaces shall be graded, prior to surface restoration, so as to leave no ruts, pits, piles, or ridges. If is required, the successful Respondent shall be

responsible for settlement of fill over any fill areas and shall be required to repair any voids or holes that appear for a period of one year after final acceptance of work by the OCLBA, at the successful Respondent's own expense. The finished grade shall be flush (+ or -3") with existing sidewalks which will remain immediately adjacent to the affected area is to be considered grade.

- i. The successful Respondent shall place 4-inches of topsoil throughout, Kentucky Bluegrass seed fertilize, and mulch. The topsoil shall be free of stones, stumps, lumps, and similar objects larger than 2-inches in diameter and shall be raked out. The successful Respondent shall apply starter type fertilizer at the rate recommended by the manufacturer. The successful Respondent shall be required to place topsoil and seed and provide any maintenance for a complete establishment of grass cover within one year of final acceptance, at successful Respondent's own expense.
 - c. Finish Grade: Finish grade shall match the pre-work grade at undisturbed areas and the perimeter of the site. The finish grade shall be approximately 2-inches below the pre-work grade at the center of the property with a gentle upward slope towards the perimeter of the property where the finish grade matches the preexisting grade. Grading shall be conducted as directed by the OCLBA or its designee. All impacted area by site activities, including pavements, roads, vegetation, and all other disturbed or altered structures/features shall be restored to pre-work condition. The finished grade shall be flush (+ or -3") with existing sidewalks which will remain immediately adjacent to the affected area is to be considered grade.
 - i. The successful Respondent shall place 4-inches of topsoil throughout. The topsoil shall be free of stones, stumps, lumps and similar objects larger than 2-inches in diameter, and shall be raked out.
 - ii. The successful Respondent shall leave in place soil erosion fencing upon completion in order to control spring runoff.
 - d. Roadway and Parking Areas: The successful Respondent is required to repair, in-kind or better, any areas of the successful Respondent's access point, such as public roads, sidewalk or curbs, disturbed as a result of the successful Respondent's work or access.
- 9. Demobilization: Includes all labor, equipment, materials, and incidentals to complete balance of the Work under the bidding documents including but not limited to site demobilization including removing personnel, equipment, supplies,

rubbish and incidentals from the project site.

C. Pricing and Invoicing

County of Ottawa is tax exempt. Michigan Sales and Use Tax Certificate of Exemption are available upon request.

Section 4: Proposal Selection and Award Process

An Evaluation Committee(s) will be established by the County to review the proposals and to make recommendation for contract award(s).

A Proposer may not contact any member of the Evaluation Committee except at the RFP Administrator's direction. Purchasing will notify vendors of relevant steps and status throughout the evaluation process.

Proposals will be evaluated based on the following criteria (of equal weight and in no particular order):

- Experience and Qualifications
- Past Projects
- Client/Customer References
- Costs and Fees Proposed
- Other

As part of the proposal evaluation process, the finalist vendor(s) may be invited to attend an in-person or virtual interview. The County reserves the right to interview any number of qualifying vendor(s) as part of the evaluation and selection process. The County reserves the right to award a contract without an interview, as determined in the best interest of the County.

The County of Ottawa reserves the right to select and subsequently recommend for award the proposal that best meets its required needs, quality levels, and budget constraints. The lowest priced response does not guarantee recommendation for contract award. The County reserves the right to award by item, group, or total proposal.

The Respondent to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided to the representative(s) designated in the proposal response.

Section 5: Contract Terms, Period, Procedures and Use

The County of Ottawa's intent is to award a contract that will cover from project start to completion.

This contract will not be enforced until both parties have agreed and signed as accepted. The Vendor must execute and perform said Agreement.

The proposal, or any part thereof, submitted by the awarded vendor may be attached to and become part of the contract. Proposal pricing reflects a commitment to the terms indicated. As part of the contract negotiation process, the County reserves the right to delete or modify any task from the scope of services and reserves the right to modify the scope of services during the course of the contract. Any changes in pricing or payment terms proposed by the Vendor resulting from the requested changes are subject to acceptance by the County.

In the event that a successful agreement cannot be executed, the County reserves the right to proceed with contract negotiations with the other responsive, qualified vendors to provide service as referenced under negotiation process.

Contractors are not to start work until receipt of an Ottawa County Purchase Order, authorizing work to begin. The County's obligation will commence only following the parties' execution of the Contract and the County Board of Commissioners' approval. Upon written notice to the Contractor, the County may set a different starting date for the Contract. The County will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even if such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by the County.

This contract is for use only by the County, including departments, agencies, or courts of the County of Ottawa.

Section 6: RFP Terms and Conditions

By submitting a response, vendors confirm that they have read and will comply with the solicitation and all specified RFP terms and conditions listed below.

Cancellation of RFP:

The County may, at its discretion and if in the best interest of the County, cancel any proposal or request for proposal or other solicitation in whole or in part. The RFP Administrator will notify vendors of any cancellation.

Confidentiality:

All responses in entirety, produced by the Proposer, that are submitted to the County will become property of the County and may be considered public information under applicable law. Michigan FOIA requires the disclosure, upon request, of all public records; therefore, confidentiality of information submitted in response to this RFP is not assured.

Incurred Expenses:

The County will not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to the execution of an agreement. This includes any legal fees for work performed or representation by the proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

Independent Contractor:

The awarded vendor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of Ottawa County. The vendor will have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. No person performing any of the work or services described hereunder will be considered an officer, agent, servant, or employee of the County nor will any such person be entitled to any benefits available or granted to employees of the County.

Laws:

This RFP and subsequent contract will be governed by and construed in accordance with the laws of the State of Michigan and any service or product herein will so comply. All persons providing goods and/or services to Ottawa County will comply

with all applicable local, State and Federal laws, rules and regulations specifically including, but not limited to, State of Michigan Executive Orders.

Ownership of Data:

All information provided by the County and any reports, notes, and other data collected and utilized by the vendor, its assigned employees, and/or subcontractors, pursuant to any agreement resulting from this RFP, will become the property of the County as prepared, whether delivered to the County or not. Unless otherwise provided herein, all such data will be delivered to the County or its designee upon completion of any work performed or at such other times as the County or its designee may request.

Proposal Acceptance, Rejection, and Withdrawal:

The County also reserves the right to accept or reject any and all proposals submitted if in the best interest of the County.

The County reserves the right to negotiate with the Proposer(s) within the scope of the RFP. The County further reserves the right to award the contract to more than one Contractor, if in the best interest of the County to provide adequate delivery, services, and/or product availability. The County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation.

The County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Vendor an advantage or benefit not afford to other Vendors. The County may waive any requirements that are not material.

The County reserves the right to reject any or all proposals, or any part thereof; and to waive any minor defects in the proposals if this is to the advantage of the County. The County's waiver of a minor defect will in no way modify the RFP document or excuse the vendor from full compliance with its specifications if the vendor is awarded the contract. The County reserves the right to let separate contracts on any aspect of the work.

After the proposal deadline, proposals may not be withdrawn without the written consent of the County after submission deadline. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP deadline. Any fees proposed are considered firm and cannot be altered.

Retained Rights:

The County reserves the right to use ideas presented in reply to this process notwithstanding selection and rejection of proposals and/or bids. The County reserves the right to make changes to and/or withdraw this request at any time.

Subcontractors:

Since the contract is made pursuant to the proposal submitted by the awarded vendor and in reliance upon the vendor's qualification and responsibility, the vendor will not sublet or assign the contract, nor will any subcontractor commence performance of any part of the work included in the contract without the previous written consent by the County.

Section 7: General Terms and Conditions

By submitting a response, the Vendors confirm that they have read and will comply with all the general terms and conditions listed below.

Conflict of Interest:

By submission of a response, the Proposer agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest."

Debarment and Suspension:

The Contractor certified to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Default

If Vendor defaults on the resulting contract, after the designated Cure Period, the County may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate the resulting contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend vendor from receiving future solicitations.

Equal Employment and Opportunity:

Every contract or purchase order issued by the County is entered into under provisions requiring the contract, subcontractor or vendor not to discriminate against any employee or applicant for employment because of his/her race, religion, sex,

color, national origin, height, weight, familial status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

Contractors and their subcontractors, as required by law, will not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, familial status, age, sex, height, weight, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the Contract.

The Vendor will adhere to applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination.

Force Majeure:

Neither party to the resulting agreement will be held responsible for delay or default caused by fire, flood, civil disobedience, court order, labor dispute, acts of God and/or was which is beyond that party's reasonable control. If either party is unable wholly or in part to carry out its obligations under any resulting agreement, then such party will give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event. Such non-performance will not constitute grounds for default.

Insurance:

Vendor will provide proof of the following coverages: worker's compensation, employer's liability, comprehensive general liability and if applicable, automobile, and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers. These coverages will protect the vendor, and County and their employees, agents, representatives, invitees, and subcontractors against claims arising out of work performed or products provided. The County and its elected officials, officers, employees, agents, and volunteers are to be additional insureds and a thirty-day notice is required to the County in the event of coverage termination.

Iran Linked Business:

Pursuant to State of Michigan, Iran Economic Sanctions Act, 2012 P.A. 517, MCL 129.311 seq., the Contractor certifies, under civil penalty or false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business."

Material Safety Data Sheets:

All County purchases require a Material Safety Data Sheet (MSDS) where applicable in compliance with MIOSHA "Right to Know" Law. Vendor will forward all relevant Material Safety Data Sheets to the designated County Representative upon request.

Payment Terms:

Payment terms will be Net 30 unless otherwise mutually agreed upon by all parties.

Right to Audit:

The Vendor will maintain such financial records and other records as may be prescribed by Ottawa County or by applicable federal and state laws, rules, and regulations. The Vendor will retain these records for a minimum period of three years after final payment, or until they are audited by the County of Ottawa, whichever event occurs first. These records will be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by Ottawa County, its designees or other authorized bodies.

Safety:

All Contractors and Subcontractors performing services for the County are required to and will comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around work site area under this Contract.

Tax Exempt Entity:

The County is exempt from Federal Excise and State Sales Tax. Do not include such taxes in the proposal. The County will furnish the successful proposer with tax exemption certificate when requested.

Warranty:

Vendor warrants that the goods and/or services supplied will be good workmanship and material, free from defects, and if the intended use thereof is known to the seller, that they are suitable for the intended use. Awarded vendor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.

Exhibit 1



70-01-32-186-016

19686 MAIN ST

BUILDING LIGHT PICTURE 1-11-23

Exhibit 2

The Vendor shall coordinate blight elimination activities, ensuring that all approvals and permits are in place prior to the start of work.

A. The Vendor shall ensure compliance with all requirements related to lead-based paint, asbestos and other hazardous materials and notify the appropriate state or local agencies or Michigan Department of Environment, Great Lakes, and Energy (EGLE) if required by law. Further details and requirements are located on the following websites:

- http://michigan.gov/deq/0,1607,7-135-3310_4106-11856--,00.html
- http://michigan.gov/deq/0,1607,7-135-3307_29693_30031---,00.html
- https://www.michigan.gov/lara/0,4601,7-154-89334_11407_15333_15369---,00.html
- https://www.hud.gov/program_offices/healthy_homes/healthyhomes/lead
- <http://www.epa.gov/asbestos>.

B. Demolition activities include demolition of vacant residential, commercial, or industrial structures, including reasonable and necessary costs directly related to demolition, including, but not limited to, title work, due care demolition plans, acquisition, utility disconnect fees, permit fees, abatement of hazardous materials, air monitoring at demolition sites, the replacement of damaged sidewalk or recurbing at the street, and seeding. All work is to be completed in compliance with all local and state laws and regulations.

C. Reporting the status of the project to OCLBA will require, but not be limited to, the following information related to demolition activities:

1. Gas, Electric, and Water Wrecking Clearances
2. Procurement Documents - RFP, Contracts, Bid Tabulations
3. Asbestos and Hazardous Material Survey
4. Phase I and Phase II Assessments (if conducted)
5. NESHAP 10-Day Notice – Abatement
6. Abatement Clearance
7. Signed Abatement Waste Manifests
8. NESHAP 10-Day Notice – Demolition

9. Proper State of Michigan Certified Licensure from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
10. Applicable Permit(s) for Eligible Activities at the Project Location
11. Open Hole Inspection and Picture
12. Grantee-Approved Invoices from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
13. Approved/Closed Applicable Permit(s)



PROPOSAL

| | |
|---------------------------------------|---|
| To: Ottawa County Land Bank Authority | Date: 10/19/2023 Proposal: Demolition Job Name: RFP 23-51 Demolition Services Location: 19686 Main Street, Conklin, MI |
|---------------------------------------|---|

We hereby submit specifications and estimates to provide labor, equipment and necessary supervision for:

Demolition and removal of the existing building including the concrete slabs and leaving the basement. Our proposal includes a demolition permit, manifesting ACM roofing material in a licensed landfill, hauling the remainder of the landfill debris to a licensed landfill and hauling the concrete and steel to a recycler.

Site security: we will use fence that is currently on site.
 Mobilization: \$5,800
 Utilities: \$4,100
 ACM: \$8,500
 Universal waste: \$1,500
 Clearances: OCLBA's environmental consultant
 Demolition: \$78,000
 Demobilization: \$1,000
 PLM Bond: \$4,945

Exclusions:

1. Gas and electric disconnects
2. Site restoration (sand, topsoil, seed, straw, etc.)
3. Removal of the basement concrete

WE HEREBY propose to furnish material and labor-complete in accordance with the above specifications, for the sum of:

Dollars: \$103,845.00 (one hundred three thousand eight hundred forty-five)

Payment to be made as follows: NET 10 DAYS Interest will be charged on balances over 10 days as set forth below.

All material is guaranteed to be as specified. All work is to be completed in a professional manner according to standard practices. Any alteration and/or deviation from the above specifications involving extra costs will be undertaken only upon written change/work orders, and will become an extra charge over and above the Proposal. All agreements are contingent upon strikes, accidents or delays beyond our control. The Customer shall carry fire, tornado and other necessary insurance. By acceptance of the goods and/or services described above (hereinafter the "goods and/or services"), the Customer receiving the goods and/or services agrees to all of the terms set forth herein. Payment of an invoiced amount is due ten (10) days from the date of the invoice. Any invoice not paid in its entirety within ten (10) days from the invoice shall incur a finance charge of eighteen percent (18%) per year on the remaining unpaid balance.

If the amount of any invoice is disputed by the Customer, the Customer must notify Specialized Demolition, Inc. (hereinafter "SDI") in writing within ten (10) days of the invoice and provide the following information: invoice number, invoice date, a detailed explanation of the disputed portion(s) of the invoice, and any written documentation supporting the Customer's claim. Any invoice not disputed in the manner described above shall be considered accurate in its entirety, and the Customer agrees it is liable for the full and complete payment of such invoice.

The Customer agrees to pay all costs incurred by SDI in the collection of any unpaid amount owed by the Customer to SDI, including but not limited to reasonable attorney fees, court costs, filing and/or service of the process fees. The Customer further agrees that the agreement for the provisions of goods and/or services was reached and/or executed in Allegan County, Michigan.

Authorized _____ NOTE: This proposal may be withdrawn by us
 Signature: Dan Van Der Hulst, Estimator If not accepted within 30 days.

ACCEPTANCE OF PROPOSAL: The specifications and conditions set forth above are satisfactory and are hereby Accepted. You are authorized to conduct the work as specified. Payment will be made as outlined above.

Signature:

| | |
|----------|---------------------|
| Printed: | Date of Acceptance: |
|----------|---------------------|



County of Ottawa

Fiscal Service-Purchasing

Exhibit B

12220 Fillmore Street • Room 331 • West Olive, MI, 49460

(616) 738-4670
Fax (616) 738-4897

VENDOR INSURANCE REQUIREMENTS / REQUEST

Please be advised that before any vendor can begin work in a County facility, or before a purchase order can be processed, if applicable, the County requires that you provide evidence of insurance as follows:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

| | |
|------------------------------|---------------------------------------|
| Workers' Compensation Limits | Michigan Statutory |
| Employers' Liability Limits | \$500,000 Each Accident |
| | \$500,000 Each Employee |
| | \$500,000 Aggregate Injury by Disease |

COMMERCIAL GENERAL LIABILITY

| | |
|---|-------------|
| Each Occurrence | \$1,000,000 |
| Personal & Advertising Injury | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |

There shall be no Products/Completed Operations or Contractual Liability exclusion.
The General Aggregate limit shall apply separately per location or project.

AUTOMOBILE (if applicable)

| | |
|----------------------------|---------------------------|
| Residual Liability Limit | \$1,000,000 Each Accident |
| Personal Injury Protection | Michigan Statutory |
| Property Protection | Michigan Statutory |

PROFESSIONAL LIABILITY (if applicable)

| | |
|--------------------|-----------------------------|
| Limit of Liability | \$2,500,000 Aggregate Limit |
|--------------------|-----------------------------|

Please provide a **certificate of insurance** detailing your coverage which meets the above requirements. These coverages shall protect the vendor, its employees, agents, representatives, and subcontractors against claims arising out of the work performed or products provided.

These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers.

The County of Ottawa and its officers, officials, employees, volunteers and agents are to be additional insureds as respects to the services provided under this agreement. This additional insured status shall not terminate after completion of the services. A certificate of insurance shall be provided and show the required limits, and the above-mentioned listed as additional insureds. A **30-day** notice is required in the event of coverage termination for any reason

Additional Insured Endorsement to the Commercial General Liability policy **must accompany the certificate**, OR the **certificate must state** that the General Liability policy includes a blanket additional insured provision on the primary basis for any entity required by contract or agreement to be an additional insured.

Please forward your evidence of insurance to; **OTTAWA COUNTY PURCHASING , 12220 Fillmore St Rm 331, West Olive, MI 49460, purchasing@miottawa.org, Fax Number 616-738-4897**

Action Request



| | |
|-------------------------------|--|
| Committee: | Board of Commissioners |
| Meeting Date: | 1/16/2023 |
| Requesting Department: | Administration |
| Submitted By: | John Gibbs |
| Agenda Item: | County Policies Policy (First Reading) |

Suggested Motion:

To approve and advance to a second reading before the full Board of Commissioners the revised County Policies Policy for review and comment.

Summary of Request:

County policies require periodic review and updates. This request is to review the County Policies Policy.

Financial Information:

| | | | | | |
|--------------------|---------------------------|---------------------|------------------------------|-----------------------------|---|
| Total Cost: \$0.00 | General Fund Cost: \$0.00 | Included in Budget: | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> N/A |
|--------------------|---------------------------|---------------------|------------------------------|-----------------------------|---|

If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal:

Objective:

Administration: Recommended Not Recommended Without Recommendation
County Administrator: 

Committee/Governing/Advisory Board Approval Date: Planning and Policy 1/9/2024

Summary of Request Continued:



Ottawa County

General Policy

| Policy on County Policies Summary of Changes | | |
|---|---|---|
| Before | | After |
| The Board of Commissioners required a two- thirds (2/3) vote to suspend the operation of a board policy. | | The Board of Commissioners now requires a majority vote to suspend the operation of a board policy, consistent with statute and board rules. |
| The Internal Policy Review Committee reviewed this Policy at least once every two years and made recommendations for changes to the Planning & Policy Committee. | ➔ | The Internal Policy Review Committee will now review this Policy at least once every four years and make recommendations for changes to the Planning & Policy Committee. |

County Policies

I. Policy

It is important for the Board of Commissioners to establish clear policy statements, and to set forth the principles under which the policy statements will be carried out by the County Board, County Administrator, and by County employees.

II. Statutory References

The Board of Commissioners may establish such rules and regulations regarding the business concerns of the County as the Board considers necessary and proper. See: MCL 46.11(m); Act 156 of the Public Acts of 1851, as amended.

III. County Legislative or Historical References

The original Board policy on this subject matter was adopted on: March 26, 2002

Board of Commissioners Resolution Number and Policy Adoption Date: September 13, 2005 (B/C 05-228)

Board of Commissioner Review Date and Resolution Number: August 23, 2005 (B/C 05-219)

Name and Date of Last Committee Review: Planning & Policy Committee; October 11, 2018

Last Review by Internal Policy Review Team: September 5, 2018



Ottawa County

General Policy

IV. Procedure

- A. County Policies shall be in writing. For purposes of this policy, the term "in writing" shall include all forms of electronic writing and transfer regularly used in Ottawa County government. Copies of all County Policies shall be maintained in the office of the Ottawa County Administrator and published for employees on the intranet system.
- B. A proposed policy shall be submitted by the County Administrator to the Planning and Policy Committee. The Planning and Policy Committee shall review and evaluate the content of the proposed policy and, if necessary, will:
 1. Refer the proposed policy for review and comment to any other committee of the board having an interest in the subject matter.
 2. Receive comment regarding the proposed policy.
 3. Make additions, deletions, and revisions to the proposed policy.
 4. Reject the proposed policy, after conferring with the chairperson of the originating board committee, if any.
 5. Report the proposed policy to the full Board for consideration and passage.
 6. A proposed policy shall receive a minimum of two (2) readings at the Board of Commissioners before being acted upon.
- C. All Board policies shall be reviewed at least once every ~~two-four~~ (24) years by an Internal Policy Review Team, consisting of appointees of the County Administrator. Any changes in the Policy will be recommended to the Planning and Policy Committee, while procedures will be implemented as outlined in Section E below.
- D. The Board of Commissioners may suspend the operation of a board policy by a ~~two-thirds~~ (2/3) majority vote.
- E. Implementation Authority: Upon adoption of this Policy, the Board of Commissioners authorizes the County Administrator to establish any procedures that may be necessary for implementation.

II. Review Period

The Internal Policy Review Team will review this Policy at least once every four years and will make recommendations for changes to the Planning & Policy Committee.