

To All Ottawa County Commissioners:

The Ottawa County Board of Commissioners will meet on **Tuesday, November 26<sup>th</sup> at 10:30 AM** for the regular November 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 [November 12, 2024](#) Board of Commissioners meeting.

From Administration

B. [County Policies \(Second Reading\)](#)

Suggested Motion:

To approve the revised County Policies.

C. [Legal Services Policy \(Second Reading\)](#)

Suggested Motion:

To approve the revised Legal Services Policy.

D. [Contracting Policy \(Second Reading\)](#)

Suggested Motion:

To approve the revised Contracting Policies.

E. [Purchasing Policy \(Second Reading\)](#)

Suggested Motion:

To approve the revised Purchasing Policies.

8. Agenda and Action Requests:

A. [Contract for Emergency Solutions Grant](#)

Suggested Motion:

To approve and forward to the Board of Commissioners the contract with Good Samaritan Ministries for the Emergency Solutions Grant.

B. [Contract for Emergency Solutions Grant](#)

Suggested Motion:

To approve and forward to the Board of Commissioners the contract with Community Action House for the Emergency Solutions Grant.

C. [Crockery Township 2024 Water System Improvements Bond Issue](#)

Suggested Motion:

To approve the resolution authorizing the sale of the Crockery Township Water Supply: 2024 Water System Improvement bonds.

D. [2024 Wyoming Water System Improvements Bond Issue](#)

Suggested Motion:

To approve the resolution authorizing the sale of the Wyoming Water System: 2024 Water System Improvements Bond Issue

E. [Amend Previous Motion Regarding OCCAA Advisory Board Terms](#)

Suggested Motion:

1. To amend the appointment of Esther Fifelski to the Ottawa County Community Action Agency Advisory Board for a 3-year term from March 26, 2024, to March 26, 2027, rather than from January 1, 2024, to December 31, 2024, in order to comply with the bylaws and policy of the aforementioned advisory board.

2. To amend the appointment of Kenneth Styles to the Ottawa County Community Action Agency Advisory Board for a 3-year term from May 15, 2024 to May 15, 2027, rather than from May 15, 2024 to December 31, 2024, in order to comply with the bylaws and policy of the aforementioned advisory board.

F. Amend Previous Motion Regarding LRE Board Terms

Suggested Motion:

1. To amend the appointment of Dave Parnin to the Lakeshore Regional Entity Substance Abuse Oversight Policy Board for a 3-year term from January 1, 2024, to December 31, 2026, rather than from January 1, 2024, to December 31, 2025, in order to comply with the bylaws and policy of the aforementioned board.

2. To amend the appointment of Richard Kanten to the Lakeshore Regional Entity Substance Abuse Oversight Policy Board for a 3-year term from January 1, 2024, to December 31, 2026, rather than from January 1, 2024, to December 31, 2025, in order to comply with the bylaws and policy of the aforementioned board.

G. Blumira Annual Renewal w/ Upgrade From Advanced to SIEM+

Suggested Motion:

To approve the contract amendment for the annual renewal and upgrade of the Blumira service from Advanced to SIEM+ Edition with People Driven Technology for year 2 of the 3-year contract, and authorize the appropriate officials to execute the agreement.

9. Committee Reports

10. Public Comment

11. Additional Business

A. Administrator's Report

B. Chairman's Update

12. Adjournment at Call of the Chairperson

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

The Ottawa County Board of Commissioners met on Tuesday, November 12, 2024, at 9:02 a.m. and was called to order by the Chairperson.

The prayer was pronounced by Pastor Lloyd Hemstreet.

Jason Schenkel led in the Pledge of Allegiance to the Flag of the United States of America.

Present at roll call: Gretchen Cosby, Chris Kleinjans, Doug Zylstra, Jacob Bonnema, Joe Moss, Kendra Wenzel, Rebekah Curran, Roger Belknap, Roger Bergman, Allison Miedema. (10)

Absent: Sylvia Rhodea. (1)

Correspondence

- A. Correspondence on Wyoming Water System Bond Issuance-Pat Staskiewicz gave a presentation on the Wyoming Water System Bond.

Commissioner Rhodea joined the meeting at 9:28 a.m.

Public Comment

Public comments were made by the following:

1. Nicholas Brunink-Holland
2. John Teeples-Georgetown Township
3. Chuck Lane-Chester Township
4. PJ Muir-Robinson Township
5. Ken Willison-Spring Lake Township
6. Josh Brugger-Grand Haven
7. Dan Zimmer-Port Sheldon Township
8. Rebecca Patrick-Allendale Township
9. Betsy Ludwick-Chester Township
10. Sheila Dettloff-Holland Township
11. Greg Slater-Chester Township
12. Karen Obits-Spring Lake

Approval of Agenda

B/C 24-185 Kendra Wenzel moved to approve the agenda as amended.

The motion passed.



B/C 24-186 Doug Zylstra moved to amend the agenda to include a Discussion Item 8I regarding the Officer's Compensation Commission work and the 2025-2028 pay raise for Elected Officials.

The motion passed.

Consent Resolutions

Doug Zylstra requested Consent Resolution 7C (Post-Execution Ratification of Contracts under Section IV(D)(2) of the Ottawa County Contracting Authorization and Form Policy), be moved to Action Item 8J, 7J (Legal Services Policy), be moved to Action Item 8K, 7K (Contracting Policy), be moved to Action Item 8L, 7L (Purchasing Policy), be moved to Action Item 8M, and 7R (MOA between Ottawa County and MSU Extension), be moved to Action Item 8N.

B/C 24-187 Rebekah Curran moved to approve the following Consent Resolutions.

- A. To approve the minutes of the October 8, 2024 & October 16, 2024, Board of Commissioners meetings.
- B. To receive for information the 2023 MSU Extension Annual Report.
- C. To accept the grant agreement from the Michigan Department of Natural Resources for funding assistance for the Rosy Mound Natural Area Project.
- D. To accept the change order to the Ottawa Sands Phase I contract with Apex Contractors, Inc. in the amount of \$143,516.52.
- E. To approve an amendment to the contract with Prein & Newhof for Engineering services for the Stearns Bayou Segment of the Idema Explorers Trail in the amount of \$227,432.30.
- F. To approve the revised Agricultural Preservation By-Laws.
- G. To approve the revised Ottawa County Farmland Development Rights Ordinance.
- H. To approve the revised County Policies and advance to a second reading.
- I. To approve the general claims in the amount of \$56,847,240.46 as presented by the summary report for September 23, 2024 through October 18, 2024.
- J. To approve the request from Human Resources to approve an agreement with Neogov for applicant tracking system software for a total cost of \$236,445.52 over the 5 year period.
- K. To approve a contract with the Southeastern Michigan Health Association (SEMHA).

- L. To approve a contract with Lakeshore Regional Entity. Approval of this motion also recognizes and appropriates additional grant revenue in the amount of \$10,778.
- M. To approve the request to contract with Vitality for the employee health management plan for a period of three years.
- N. To approve and authorize the Board Chairperson and Clerk/Register to sign the contract to provide assessing services for Polkton Charter Township; and approve the request from Equalization to add one .49FTE Appraiser 2 position, and increase one existing Abstract/Indexing Clerk from .5 FTE to .525 FTE to be funded by the assessing agreement with Polkton Charter Township; and recognize and appropriate contract revenue of \$33,500 for Fiscal Year 2025.
- O. To approve a contract for landscape and snow removal services at multiple locations.
- P. To approve a four-year contract with SHI to purchase licensing for InformaCast.
- Q. To review and approve the 4 year contract with VitalCore for jail medical services in the amount of \$8,269,794.89.
- R. To approve the FY2024 and FY2025 budget adjustments per the attached schedule.

The motion passed by the following votes: Yeas: Roger Bergman, Doug Zylstra, Jacob Bonnema, Allison Miedema, Rebekah Curran, Chris Kleinjans, Roger Belknap, Sylvia Rhodea, Joe Moss. (9)

Nays: Gretchen Cosby and Kendra Wenzel. (2)

#### Agenda and Action Requests

- B/C 24-188 Allison Miedema moved to approve the revised 2024 Ottawa County Apportionment Report.
- The motion passed by the following votes: Yeas: Jacob Bonnema, Chris Kleinjans, Roger Bergman, Allison Miedema, Kendra Wenzel, Gretchen Cosby, Sylvia Rhodea, Rebekah Curran, Doug Zylstra, Roger Belknap, Joe Moss. (11)
- B/C 24-189 Roger Bergman moved to approve the resolution authorizing the sale of the Crockery Township Water Supply: 2024 Water System Improvement bonds.
- The motion passed by the following votes: Yeas: Roger Belknap, Rebekah Curran, Allison Miedema, Kendra Wenzel, Gretchen Cosby, Doug Zylstra, Roger Bergman, Jacob Bonnema, Sylvia Rhodea, Chris Kleinjans, Joe Moss. (11)
- B/C 24-190 Kendra Wenzel moved to approve the application from Veterans Services, authorizing the amount of \$981,740.01 from a Board Initiatives grant to fill staffing requests,

moving costs, renovations, and maintenance fees, for the department through October 30, 2027.

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

Nays: Doug Zylstra and Jacob Bonnema. (2)

B/C 24-191 Doug Zylstra moved to update motion B/C 24-190 by splitting it into two areas, rent/renovations and staffing.

The motion failed for a lack of support.

B/C 24-192 Kendra Wenzel moved to approve an MOU for the new space for the Department of Veterans Services.

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

B/C 24-193 Allison Miedema moved to go into closed session at 11:45 a.m. to discuss property acquisition pursuant to the OMA Section 8D (2/3<sup>rd</sup> vote required).

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

B/C 24-194 Rebekah Curran moved to go come out of closed session at 11:58 a.m. to discuss property acquisition pursuant to the OMA Section 8D.

The motion passed.

The meeting resumed at 12:00 p.m.

B/C 24-195 Rebekah Curran moved to approve and authorize the Board Chairperson and Clerk to sign the Agreement for Sale and Purchase of Real Estate with the Tacoma Industries LLC., for the purchase of 127 acres in Grand Haven Township at a price of \$3,585,000.00 as part of the Rosy Mound Expansion with funding provided by a Michigan Natural Resources Trust Fund grant, the Ottawa County Parks Foundation, and the Parks and Recreation budget. Further, the Parks Director is instruction to fulfill the intent of the Board in these matters including executing documents on behalf of the County required for this transaction.

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

B/C 24-196 Kendra Wenzel moved to approve the Adoption Day Resolution.

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

- B/C 24-197 Rebekah Curran moved to go into closed session at 12:06 p.m. pursuant to MCL 15.268 (e) to consult with corporate counsel regarding trial or settlement strategy in connection with Cramer v. County of Ottawa because an open meeting would have a detrimental effect on the litigating or settlement position of the county.

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

- B/C 24-198 Roger Bergman moved to come out of closed session at 12:32 p.m. pursuant to MCL 15.268 (e) to consult with corporate counsel regarding trial or settlement strategy in connection with Cramer v. County of Ottawa because an open meeting would have a detrimental effect on the litigating or settlement position of the county.

The motion passed.

The meeting resumed at 12:37 p.m.

- B/C 24-199 Allison Miedema moved to approve the settlement in Craver v. County of Ottawa at all as discussed in closed session and allow the Chairperson to execute all necessary documents to effectuate the settlement.

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

Nays: Doug Zylstra and Jacob Bonnema. (2)

#### Discussion Item

1. Officer's Compensation Commission work and 2025-2028 pay raise for Elected Officials-Doug Zylstra explained his reasoning for this discussion item. Discussion took place among several Commissioners.

- B/C 24-200 Sylvia Rhodea moved to ratify all contracts for the period of October 1, 2024 to October 31, 2024 currently pending on the post-execution ratification list as authorized under Section IV(D)(2) of the Ottawa County Contracting Authorization and Form Policy.

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

Nays: Roger Bergman, Doug Zylstra, Chris Kleinjans, Jacob Bonnema. (4)

- B/C 24-201 Roger Belknap moved to approve the revised Legal Services Policy and advance for a second reading.

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

B/C 24-202 Rebekah Curran moved to approve the revised Contracting Policies and advance for a second reading.

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

Nays: Chris Kleinjans, Rebekah Curran, Doug Zylstra, Jacob Bonnema. (4)

B/C 24-203 Roger Belknap moved to approve the revised Purchasing Policies and advance to a second reading.

The motion passed by the following votes: Yeas: Kendra Wenzel, Roger Belknap, Sylvia Rhodea, Allison Miedema, Gretchen Cosby, Joe Moss. (6)

Nays: Rebekah Curran, Doug Zylstra, Chris Kleinjans, Roger Bergman, Jacob Bonnema. (5)

B/C 24-204 Rebekah Curran moved to approve the MOA between Ottawa County and MSU Extension for Fiscal Year 2025.

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

B/C 24-205 Doug Zylstra moved to amend the MOA to add back the DEI paragraph that was removed in Committee.

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

Yeas: Roger Bergman, Doug Zylstra, Chris Kleinjans. (3)

#### Committee Reports

A. MSU Extension 2023 Annual Report-M. Scott Korpak, District 7 Director, gave the 2023 MSU Extension Annual Report.

#### Public Comment

1. Sheila Dettloff-Holland Township
2. Ken Willison-Spring Lake Township
3. Chuck Lane-Chester Township
4. Paula Humphrey-Chester Township
5. Dan Zimmer-Port Sheldon Township

Additional Business

- A. Administrator's Report-Ben Wetmore, Interim County Administrator, gave the Administrator update.
- B. Chairman's Update-Chairperson Moss gave an update.

Adjournment at Call of the Chairperson

The Chairperson adjourned the meeting at 1:49 p.m.

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

JOE MOSS, Chairperson  
Of the Board of Commissioners

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 11/26/2024

**Requesting Department:** Administration

**Submitted By:**

**Agenda Item:** County Policies (Second Reading)

## Suggested Motion:

To approve the revised County Policies.

## Summary of Request:

County policies require periodic review and updates. This request is for final approval.

## 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
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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 4: To Continually Improve the County's Organization and Services.

**Objective:** Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

**Administration:** ☒ Recommended ☐ Not Recommended ☐ Without Recommendation  
County Administrator: 

**Committee/Governing/Advisory Board Approval Date:** Planning and Policy 11/8  
BOC: 11/12



## **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; January 9, 2024

Last Review by Internal Policy Review Team: [October 24, 2024](#)~~[December 27, 2023](#)~~





#### 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 four (4) years by an Internal Policy Review Team, consisting of [Corporation Counsel and](#) 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 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.

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 11/26/2024

**Requesting Department:** Administration

**Submitted By:**

**Agenda Item:** Legal Services Policy (Second Reading)

## Suggested Motion:

To approve the revised Legal Services Policy.

## Summary of Request:

County policies require periodic review and updates. This is final approval.

## 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
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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 4: To Continually Improve the County's Organization and Services.

**Objective:** Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

**Administration:** ☒ Recommended ☐ Not Recommended ☐ Without Recommendation  
County Administrator: 

**Committee/Governing/Advisory Board Approval Date:** Planning and Policy 11/8  
BOC 11/12



Legal Policy

## **LEGAL SERVICES POLICY**

### **I. POLICY**

The purpose of this policy is to provide timely, cost efficient, and adequate civil legal services to all Ottawa County ("County") Departments, funding units, officers and employees and to implement MCL §49.73, which empowers the County Board of Commissioners ("Board") to employ an attorney to represent elected County officers, including the sheriff, prosecuting attorney, clerk/register of deeds, treasurer, water resources commissioner, and judges of the County district and probate, and circuit courts in civil matters when "neither the prosecuting attorney or county corporation counsel" is able to represent the particular officer. This policy is also intended to offer elected officials, judges, and other licensed professional officials or employees whose salary is funded in whole or in part by the County the potential for County funded legal defense services if they experience threatened or actual administrative proceedings related to their professional licenses.

### **II. STATUTORY REFERENCES**

MCL [§49.71-73](#) and MCL [46.11\(m\)](#)

### **III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES**

Board of Commissioners Resolution Number and Policy Adoption Date: May 28, 2013 B/C 13-106

Board of Commissioner Review Date and Resolution Number: May 14, 2013 B/C 13-098

Name and Date of Last Committee Review: Planning and Policy Committee December 14, 2017

Last Review by Internal Policy Review Team: [October 24, 2024](#)~~December 1, 2017~~



#### IV. PROCEDURE

A. Purview: Except as provided in Section 1. b. below, this policy shall apply to all civil legal services funded or provided by the County, including those provided at the request of the County elected officials, employees, department heads, employees and the judges of the County district, probate and circuit courts pursuant to MCL

[§49.71-73 and MCL 46.11\(m\)](#). Collectively, all County departments, activities, funding units, courts, elected officials, officers, employees and other personnel who may request or be eligible for County funded civil legal services in their official capacities are described herein as "Recipients."

1. Corporation Counsel:

a. The County has established the Office of Corporation Counsel to provide internal legal services to all Recipients. Subject to the exceptions identified in Section 1. b. of this Policy, all legal services provided to Recipients must be provided through the Office of Corporation Counsel.

b. Exceptions: This policy shall not apply to the following legal services:

- 1). Criminal and quasi-criminal prosecution legal services provided by the Prosecuting Attorney.
- 2). Indigent defense legal services provided to criminal defendants through the trial courts.
- 3). Litigation and risk management counseling services provided through the Ottawa County, Michigan Insurance Authority.
- 4). Legal opinions or legal services provided by Associations to which the Recipient belongs.
- 5). Legal services for special engagements and purposes expressly approved by the County Board of Commissioners.

2. Opinions: All Recipients may request a legal opinion from the Office of Corporation Counsel. All Recipients must follow the written legal opinion of Corporation Counsel for official activities and functions regardless of whether or not they requested the legal opinion. If the Recipient is dissatisfied with the opinion of Corporation Counsel, the Recipient may forward a confidential request through the Office of Corporation Counsel to the Board of Commissioners, requesting the latter to engage outside counsel to provide a second opinion. The Board will consult with the Recipient regarding the selection of the counsel to provide the second opinion, and the Board will select such counsel in



#### Legal Policy

consideration of factors that include but are not limited to, expertise, cost and objectivity. If the Board of Commissioners authorizes a second opinion and that opinion differs from that of Corporation Counsel, the latter will meet with the attorney issuing the second opinion and attempt to resolve the difference of opinion. If they reach a consolidated opinion, the Recipient must adhere to that consolidated opinion. If the opinions do not agree, the elected official or funded trial court judicial Recipient will determine which of the two opinions he or she will follow. In all other instances, the County Administrator will make the decision as to which of the two opinions must be followed.

3. Legal Defense Services in Cases of Litigation, Licensing and/or Disciplinary Complaints: Within twenty-four (24) hours of being served with a summons and complaint or an administrative licensing letter of inquiry or disciplinary complaint that involves his or her office or official performance, any employee or elected or appointed official must forward a copy of all documents served or received to Corporation Counsel. Upon receipt of a summons and complaint, Corporation Counsel shall promptly contact the County Administrator. Together, they shall make an initial assignment of the defense of the matter to Corporation Counsel, Ottawa County Michigan Insurance Authority, another insurance carrier, or recommend that the Board of Commissioners engage another defense attorney.
4. Other Legal Services: If a Recipient believes that he or she needs legal counsel related to his or her official performance or the performance of the county funded department, office or activity he or she supervises, which that cannot be effectively provided by Corporation Counsel for any of the following reasons: , there is a material legal conflict; specialized legal knowledge or expertise is required; or any other reason where sufficient cause is shown, the Recipient shall confer with and submit a written request for outside legal services to the County Administrator, and provide a copy of the request to Corporation Counsel. The County Administrator, who will forward the request to the Board of Commissioners, which shall make a decision upon the request as soon as practicable. In unusual circumstances, the Administrator with the approval of the Board Chair, may consult with outside civil counsel on County matters.
5. If a Recipient is dissatisfied with the attorney assigned to defend him or her, the Recipient must advise the Board of Commissioners in writing of the nature of the concern and whether or not the individual requests a new assignment. The individual may request a particular attorney, but the Board of Commissioners retains the discretion to determine whether new legal counsel will be provided, and if so, to select such counsel. All Recipients must cooperate with the attorney assigned to defend him or her.
- 5.
6. No Recipient may employ or retain an outside attorney or law firm at County expense, except pursuant to this policy and upon the express prior written approval

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Ottawa County

of the Board of Commissioners [and/or the Administrator.](#)

Legal Policy



#### Legal Policy

7. Legal representation and payment of legal defense services pursuant to this policy is subject to the complete discretion of the County as described in this policy and any County indemnification policy. Factors that the County may consider in its deliberations include, but are not limited to, the following:
  - a. Whether the individual's complained of actions were taken during the course of services performed for the County or County funded activity;
  - b. Whether the individual's complained of actions appear to have violated the law, relevant rules or policies, and/or clearly understood professional standards of behavior or conduct.
  - c. Whether the individual's complained of actions appear to involve moral turpitude or grossly inappropriate behavior.
  - d. Whether the individual appears to have acted in good faith.
8. In the course of administering this policy and their discretion hereunder, County officials may decide to approve County funding for a portion but not all of the legal services and may also decide to terminate County funding at any time during the proceedings depending upon circumstances.
9. Any Recipient who knowingly violates this policy or who pleads guilty or is convicted of a criminal offense in the course of their performance for Ottawa County voluntarily forfeits with respect to that activity, any right under statute, common law, or county policy or procedure to a County funded legal defense and/or indemnification by Ottawa County.
10. Nothing in this Policy or the provision of legal services of any kind, including but not limited to defense services, shall be interpreted as in conflict with, adding to, or modifying the County's Indemnification Policy.

#### V. REVIEW PERIOD

The Internal Policy Review Team will review this Policy at least once every two years, and will make recommendations for changes to the Planning & Policy Committee.

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 11/26/2024

**Requesting Department:** Administration

**Submitted By:**

**Agenda Item:** Contracting Policy

## Suggested Motion:

To approve the revised Contracting Policy.

## Summary of Request:

County policies require periodic review and updates.

## 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
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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 4: To Continually Improve the County's Organization and Services.

**Objective:** Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

**Administration:** ☒ Recommended ☐ Not Recommended ☐ Without Recommendation  
County Administrator: 

**Committee/Governing/Advisory Board Approval Date:** Planning and Policy 11/8  
BOC: 11/12





General Policy

### Contracting Authorization and Form Policy

#### I. POLICY

All Contracts for all departments, agencies and county funded activities shall be subject to this Policy. ~~and some may require for centralized review, approval, and processing.~~ This policy's primary intent is primarily interested in is to ensure ensuring that binding contracts involving taxpayer and other county funds are properly authorized and that liability is minimized through proper review and form. This Policy shall not interfere with the independent authority of statutorily or constitutionally created County boards, although all are encouraged to align with its principles for the benefit of efficiency and best practices. If a conflict arises between this policy and any state or federal law or constitution, then the state or federal law or constitution shall control. This Policy is to work in conjunction with the Purchasing Policy.

#### II. STATUTORY REFERENCES

MCL 46.11

#### III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

The original Board policy on this subject matter was adopted on: March 24, 2020

Board of Commissioners Resolution Number and Policy Adoption Date:

Board of Commissioner Review Date and Resolution Number:

Name and Date of Last Committee Review: Planning & Policy, March 17, 2020

Last Review by Internal Policy Review Team: ~~March 6, 2020~~ October 28, 2024

#### IV. PROCEDURE

A. Definition of Contract: A contract is any legally binding agreement with mutual obligations among Ottawa County and/or any office, department, agency or other activity funded by Ottawa (collectively “Ottawa Funded Unit”) and a third party (ies) to purchase, exchange or use goods, services, or property; or any such agreement to sell, exchange or supply goods, services, or property. Contracts may include, but are not limited to, the following:

1. Purchasing related contracts, which typically involve the purchase or lease of goods, or services (general and/or professional services), including, but not limited to, Purchase Orders<sup>1</sup>, any County standard form contracts (for example, the County’s Services Contract), and vendors/third parties’ contracts;

2. Non-purchasing related contracts, including, but not limited to, intergovernmental agreements such as agreements with federal, state or local governments and revenue contracts such as grants;

3. Purchase or lease agreements for land, including, but not limited to, easements;

4. Memorandums of Understanding (MOU); Letters of Intent; and Letters of Agreement<sup>2</sup>;

5. Repetitive or Form contracts (for example, facility rental agreements, marina slip rental agreements, agreements for blood draws for jail inmates).

A. The definition of “contract” includes agreements and grant documents involving an Ottawa Funded Unit and federal, state or local government. “Purchase Orders” and “grants” fall within the definition of a contract. If the head or employee of an Ottawa Funded Unit has a question as to whether a document, arrangement or agreement is or is not a contract subject to this policy, the department or agency head should submit the question for review by Corporation Counsel and the County Administrator (“Administrator”).

B. Contracts Subject to This Policy: **Except as otherwise provided, all contracts to which any of all Ottawa Funded Units is a party are subject to this policy and all County purchasing policies, and to the County Administrator’s policies and**

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<sup>1</sup> Even though a Purchase Order is considered a contract under certain circumstances, this policy generally does not require Purchase Orders to be submitted through the pre-approval or post-execution ratification process. However, there may be rare Purchase Orders, which should be submitted for approval through the process set forth in Section F. Additionally, please see Section E for general guidelines regarding when a contract is needed versus a Purchase Order.

<sup>2</sup> MOUs, Letters of Intent, and Letters of Agreement should generally NOT be used to exchange goods, services or land, but instead are typically used to define the parties’ relationship, roles, intentions and objectives.



## General Policy

### procedures regarding purchasing, and contractual form.

#### C. When Should Proposed Contracts (excluding most Purchase Orders) be Submitted for Approval;

All Ottawa Funded Units should submit contracts signed by the third-party (excluding Purchase Orders) for approval as set forth in Section F **before** any good, service, property, or other contractual obligation is exchanged between the Ottawa Funded Unit and any third party. An understanding or agreement that is not in writing, signed and approved pursuant to this Policy, even if documented through email or confirmed verbally, will not commit the funds of Ottawa County.

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#### D. **Contractual Form:** All contracts to which this policy applies an Ottawa Funded Unit is a party must be in **writing and signed by authorized representatives**; and any modifications or amendments to the terms of executed contracts must be in writing and signed by authorized representatives.

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The only authorized representatives for Ottawa Funded Units are the Chairperson of the Board of Commissioners and the County Clerk/Register unless another person is expressly deemed to be an authorized representative by this Policy, Michigan law or the Board of Commissioners ("Board") expressly delegates signing authority to another person.

For purchasing related contracts, the County has one or more standard form contracts, which are the preferred contracts that should be used by all Ottawa Funded Units when applicable. All Ottawa Funded Units should request the preferred standard form contract(s) from the Purchasing Division of Fiscal Services, which works with Corporation Counsel for approval of such contracts.

In the case of vendors/third parties who will not use the County's preferred standard form contract(s) or such contract(s) do not apply, all Ottawa Funded Units should work with the Purchasing Division and Corporation Counsel for approval of the proposed contract before submission for approval, as set forth in paragraph F.

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~~All persons are hereby put on notice that no understanding or agreement that is not in a writing, signed and approved pursuant to this Policy, even if documented through e-mail or confirmed verbally can commit the funds of Ottawa County. The Chairperson of the Board of Commissioners and the County Clerk/Register shall be the only persons authorized to sign contracts unless authorized by this Policy, official delegation of such authority to another person by the Board of Commissioners or Michigan law.~~

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## General Policy

### E. General Guidelines for When a Contract is Needed In Addition to a Purchase Order:

#### 1. Contract Needed:

- a. For purchasing related contracts, contracts generally needed for:
  1. Professional and General services<sup>3</sup>:
  2. Contracts that are funded in whole or in part by federal and/or state government or agency.
- b. For non-purchasing-related contracts, as described above, a contract is always needed because these types of contracts, by their very nature, generally do not generate Purchase Orders.

#### 2. Purchase Order Generally Sufficient

- a. Contracts for goods only (no services):
- b. Contracts for utilities such as natural gas, water, and electricity (not phone, internet, or cable services).

#### \*NOTE:

Due to a wide array of goods and services procured by the County, these are general guidelines and exceptions are likely. During the procurement process, all Ottawa Funded Units are encouraged to reach out to the Purchasing Division, which works with Corporation Counsel, for any necessary guidance and clarification of these guidelines.

### E.F. Submission for Approval: Approval of all contracts (excluding most Purchase Orders) shall follow one of the methods described below;

<sup>3</sup> For questions, please refer to the Professional Services vs General Services guidance held by the Purchasing Division

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**General Policy**

(1) **Pre-Approval of Board of Commissioners:** The following types of contracts shall be submitted for review and approval by the Fiscal Services Department, Corporation Counsel, and Administrator ~~and Corporation Counsel~~ and shall be directed through appropriate committees of the Board of Commissioners, including the Finance and Administration Committee and the Planning & Policy Committee, for review and approval, and shall be formally approved by the County Board of Commissioners prior to execution by the Chairperson of the Board of Commissioners and the County ~~Clerk~~ Register:



**General Policy**

- (a) **Sales and other Transactions concerning Real Property:** All leases, sales, grant-of-easements, and other transactions or conveyances in real property owned or to be acquired by Ottawa County or an Ottawa Funded Unit;
- (b) **Contracts with other Units of Government:** All contracts with another unit of government;
- (c) **Grants** All original grants unless under \$2,500 or otherwise approved by the Administrator;
- (d) **Contracts that Involve Politically Sensitive Subjects:** All contracts that involve politically sensitive subjects (such as any contract involving a sociopolitical point of view involving gender, gender identity, race, sexual activity or orientation, religious affiliation or similar issues);
- (e) **Contracts, Contractual Extensions or Modifications, or Change Orders for Goods and/or Services in Excess of \$70,000.00:** Except as provided in Subparagraph 2(c), below, contracts for goods and services in excess of \$70,000.00;
- (f) **Change Orders and Contract Modifications with Material Effect:** Change orders or modifications which will not change the price term of a contract, but which will, in the opinion of the department or agency head and/or Administrator, result in substantial modification to the quantity, quality, or timeliness of performances by the contracting parties;
- (g) **Collective Bargaining Agreements:** Collective Bargaining agreements, including extensions or modifications, although changes in sub-agreements to collective bargaining agreements may be negotiated and approved by the Administrator without prior approval of the County Board of Commissioners. ~~The Administrator shall keep the Talent and Recruitment Committee and the Board advised of the status of these matters and shall seek Committee and Board consent for any such modification, as may be advisable; and~~
- ~~(h) **Contracts that Lack Partial Funding:** Any contract where some or all the funding is contingent or dependent on subsequent fiscal year budgeting or approval.~~



#### General Policy

(2) **Contracts that Require Post-Execution Ratification of the Board of Commissioners<sup>14</sup>:** The following types of contracts shall be submitted for review and approval by the Fiscal Services Department, Administrator and Corporation Counsel and, unless another form of execution is approved by the Administrator, shall be executed by the Board of Commissioners' Chairperson and County Clerk prior to ratification approval by the Board of Commissioners along with other such contracts as part of its consent agenda at the next regularly scheduled meeting after execution:

(a) **Courts and Community Mental Health Contracts:** Because of the character of their operations all contracts of Community Mental Health and the courts;

(b) **Contracts under \$70,000 in total amount:** Except for contracts to which under Paragraph 3 applies, all contracts of Funded Units that are under \$70,000 in total amount;

(c) **Emergency Contracts:** If approved by the Administrator, all contracts of other Funded Units that are over \$70,000, in total amount that are necessary to obtain goods and services quickly to assure the continuity of government operations or the provision of services critical to a county client or Funded Unit operation;

(d) **Grant Renewals:** All grants previously approved by the Board that are merely being renewed and where the grantor does not require the preapproval of a legislative body; and

(e) **Exceptional Circumstances:** Contracts that may not meet the criteria specified in the subparagraphs above, but where the department or Funded Unit believes and Corporation Counsel and Administration concur that an expedited contract process is necessary.

(3) **Contracts that May Be Approved Without Board of Commissioners' Approval:** The following types of contracts may be approved without the preapproval or ratification of the Board of Commissioners and may be executed by the Head of a Department, Funded Unit or Elected Official:

(a) **Repetitive and Form Contracts for County Provided Services Directly to Individuals without an Intermediate Vendor:** Contracts for services provided

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<sup>14</sup> These types of contracts may be implemented, and payment may be made upon execution by the Board's Chairperson and County Clerk. In the event that the Board refuses to ratify the Contract, the vendor will be immediately notified, and any contractual performance will be terminated. If a Court Contract is refused, the Administrator, Corporation Counsel and Board Chairperson shall meet with the appropriate Chief Judge and Court Administrator to resolve the authorization.



#### General Policy

<sup>1</sup> These types of contract may be implemented prior to ratification. Payment may be made upon execution by the Board's Chairperson. In the event that the Board refuses to ratify the Contract, the vendor will be immediately notified and any contractual performance will be terminated. If a Court Contract is refused, the Administrator, Corporation Counsel and Board Chairperson shall meet with the appropriate Chief Judge and Court Administrator to resolve the authorization issue.

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#### General Policy

directly to the public, which are for authorized, budgeted programs and which are in a form used repeatedly with residents or citizens, (e.g., home weatherization, Department of Public Health services, Sheriff's Office services, such as blood draws for jail inmates, Parks and Recreation services such as facility rental agreements, marina ship rental agreements, etc.) may be executed by the head or the designee of an Ottawa Funded Unit without review by the Fiscal Services Department or Corporation Counsel. The language and format of all repetitive and form contracts shall be reviewed and approved by Corporation Counsel on an annual basis; and

- (b) **Credit Card, Contracts, Grants, and Purchase Order Purchases Under \$32,0500:** If under \$32,0500 in total amount, purchases or requisitions for budgeted items if acquired through a county-issued credit card or using the county-approved purchase order approved by Corporation Counsel or grants should be processed through the Fiscal Services Department following the policies and procedures established by the Fiscal Services Department.


**A.V. Contract Retention:** An executed original of all contracts, amendments, and modifications, except repetitive or form contracts and collective bargaining agreements, which are reviewed, approved and executed under this policy, shall be kept in the office of Ottawa County Clerk/Register. A copy shall also be kept in the office of the department or agency making the contract.

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#### **V.VI. REVIEW PERIOD**

The Internal Policy Review Team will review this Policy at least once every two years, and will make recommendations for changes to the Planning & Policy Committee.

# Action Request

	<b>Committee:</b> Board of Commissioners <input type="button" value="v"/>
	<b>Meeting Date:</b> 11/26/2024
	<b>Requesting Department:</b> Fiscal Services Department
	<b>Submitted By:</b> Karen Karasinski <input type="button" value="v"/>
	<b>Agenda Item:</b> Purchasing Policy (Second Reading)

## Suggested Motion:

To approve the revised Purchasing Policy.

## Summary of Request:

As part of our ongoing policy review and in response to feedback we are recommending the following updates:

1. Alignment with other policies (Disposal of Equipment, Contract Authorization) and providing clarification of who is responsible of the different phases of the contracting process in relation to County Purchasing (Contract Formation, Administration, and Closeout).
2. Clarifying that Ottawa Funded Units will work with Purchasing on "Formal Solicitations." This has been and continues to be our process and it is reflected in our Purchasing Handbook and Internal Procedures. We are adding to this policy to ensure consistency.
3. Clarifying when Requisitions should be submitted and Purchase Orders can be released, being more in line with the other policies and procedures. These sections were moved in the policy as well and are not completely new.
4. Increasing the Micro-Purchase Threshold from \$2,500 to \$3,000. This recommended increase coincides with the increase in cost of goods and services since this policy was last reviewed in 2020, per the Consumer Price Index (CPI).
5. Adding a FOIA section and other minor clarification, consistency, and/or grammatical corrections to sections throughout the policy.

## Financial Information:

Total Cost:	General Fund Cost:	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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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 4: To Continually Improve the County's Organization and Services.

**Objective:** Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

**Administration:** ☒ Recommended ☐ Not Recommended ☐ Without Recommendation  
County Administrator:

**Committee/Governing/Advisory Board Approval Date:** Planning and Policy 11/8 BOC: 11/12



## **PURCHASING POLICY**

### **I. POLICY**

All departments, agencies and county funded activities (“Ottawa Funded Units”) are subject to this Policy, except as provided herein. Ottawa County is committed to excellence and the delivery of cost-effective public services that properly respect value of public tax dollars. To accomplish these objectives, the County engages in purchasing activities that are fair, open and equitable and implement procedures designed to support and maintain an efficient procurement system, of that involves cross-departmental collaboration, innovation, quality, and integrity for all Ottawa Funded Units. This policy focuses on the acquisition of goods and services for county funded operations and is to work in conjunction with the County’s Contracting Authorization and Form Policy.

### **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 Public Acts of 1851, as amended. See also, §MCL 205.54(7); Act 167 of Public Acts of 1933. and the Michigan Sales and Use Tax Rule, 1979 MAC Rule 205.79

### **III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES**

The original Board Policy on this subject matter was adopted on 05/23/95.

Board of Commissioners Resolution Number and Policy Adoption Date: March 24, 2020

Board of Commissioners Review Date and Resolution Number:

Name and Date of Last Committee Review: Planning and Policy Committee, March 17, 2020

Last Review by Internal Policy Review Team: February 13, 2020 September 30, 2024



#### IV. PROCEDURE

##### A. APPLICATION

1. This policy applies to the procurement of all goods and services for Ottawa ~~County~~ Funded Units, which include the County's ~~constituent~~ departments, agencies, and the courts and other activities that receive County appropriations.
2. ~~All~~ Purchasing activities and procedures will comply with all federal, state and local laws, as well as any applicable funding regulations.
3. The Board of Commissioners appropriates amounts sufficient for the reasonable and necessary operations of ~~County-Ottawa~~ Funded Units for each fiscal year. Each Funded Unit is responsible to manage and maintain a budget for goods, services or construction purchased by or on their behalf.
4. The County Administrator ("Administrator") oversees and authorizes the Fiscal Services Director and Purchasing Manager to direct all County functions related to the purchase of goods, services and construction.
5. This Policy shall be administered by the Purchasing Division of the Fiscal Services Department and is designed to provide a consistent framework for procurement activities across all Ottawa Funded Units. However, this policy shall not be binding on, or interfere with the independent authority of, statutorily or constitutionally created County boards, although all are encouraged to align with its principles for the benefit of efficiency and best practices. If a conflict arises between this policy and any state or federal law or constitution, then the state or federal law or constitution shall control.

##### B. VALUES

1. **Best Business Practice:** The County conducts procurement transactions based on best practice standards of the National Institute of Government Procurement and the American Bar Association Model Procurement Code for State and Local Governments with an emphasis on departmental expertise and a commitment to quality.
2. **Effective, Standardized Processes:** The County maintains standardized procurement processes to support efficient organizational operations, enhance economies of scale, and promote cross-departmental collaboration.
3. **Employee Training:** The County supports employee training and education



Fiscal Services Policy

## Ottawa County

appropriate to the level of delegated procurement authority and responsibility. Training materials and Standard Operating Procedures (“SOPs”) will be maintained by the Purchasing Division.

4. **Fair, Open and Equitable Competition:** The County conducts procurement transactions by fair and open competition to reduce the opportunity for favoritism and to inspire public confidence that purchases are equitable and economical. The Purchasing Manager, in collaboration with Ottawa Funded Units, will oversee the fair and equitable treatment of existing and potential vendors in their relationships with the County.
5. **Advisory Group:** The County will maintain a Purchasing Advisory Group consisting of representatives from Fiscal Services and various Ottawa Funded Units. The Advisory Group will collaborate with the Fiscal Services Department on County purchasing matters.
6. **Contracting:** Corporation Counsel oversees the contracting authorization and form process and will direct the Purchasing Manager regarding purchasing related contracts, resulting from County purchasing activities. Contract management, including contract formation, administration, and closeout, is a collaborative effort between Corporation Counsel, Ottawa Funded Units, and Purchasing, with the intent of maintaining consistency, and reducing risk to the County. Funded Units are responsible for the administration of contracts resulting from purchasing activities to ensure that a contractor is performing in accordance with the specifications, terms and conditions under which the contract was awarded.
  - a) **Contract Formation:** Contract formation is a collaborative effort between Ottawa Funded Units and the Purchasing Division. The Ottawa Funded Unit is considered the subject matter expert on the products or services being procured. The Purchasing Division engages in continual training and certification related to government procurement and contracting best practices and works with Corporation Counsel for the most updated purchasing related documents and templates. Purchasing is the holder of the following documents that have been approved by Corporation Counsel: county preferred standard form contract templates; county preferred standard form amendments, addenda, extensions, and renewals; solicitation templates; and current insurance requirements. Purchasing can assist with the contract formation process for purchasing related contracts, addenda, amendments, contract change orders, extensions, and renewals.
  - b) **Submission for Approval:** Ottawa Funded Units are responsible for the submission of contracts and associated documentation (certificate of insurance, original contracts, amendments, addenda, cooperative agreements, etc.) into the County's designated contract approval system.

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Fiscal Services Policy

- c) **Contract Administration:** Ottawa Funded Units are responsible for monitoring and administering the contract once it has been executed by all parties. Administering the contract means ensuring that all specifications, and terms and conditions of the contract are followed. Additionally, the Ottawa Funded Unit is responsible for communicating any necessary contract changes, such as amendments, extensions, renewals, etc., both internally and externally with the third party. Purchasing and Corporation Counsel are available to assist with this process as needed.
- d) **Contract Closeout:** Ottawa Funded Units are responsible for the contract closeout process. The contract closeout process ensures that all contractual obligations are fulfilled, financial matters are resolved, final invoices are paid, and relevant documentation is completed and archived.
- e) **Contract Retention:** A fully executed contract that conforms with the Contract Authorization and Form Policy shall be kept in the office of Ottawa County Clerk/Register. Additionally, for purposes of management of the active contract, a copy should also be held by the Department or Agency impacted by the contract and the Purchasing Division.
6. As it relates to Purchasing related contracts, any legal questions should be directed to the Office of Corporation Counsel.
7. **Nondiscrimination:** ~~Every contract or purchase order issued by the County is entered into under provisions requiring the contractor, 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, handicap or marital status. Every contract or purchase order issued by the County is entered into under provisions requiring the contractor, subcontractor or vendor not to discriminate pursuant to all applicable state and federal laws.~~
8. **Ethics and Accountability:** Offering or receiving any gratuities, personal benefit, or kickback in connection with any purchasing or contracting decision violates ethical standards and the value of fair competition and is therefore strictly prohibited.
9. **Failure to Follow Policy:** The County is not responsible for the costs of goods and services ordered or purchased by any County official or employee that are not obtained in accordance with this policy. Contracts negotiated outside of this policy will be considered invalid and non-binding.
10. **Conflict of Interest:** County employees will always use sound judgement in avoiding actions or commitments that might create a conflict of interest in connection with any procurement transactions.

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~~10.11.~~ **Freedom of Information Act:** All solicitations and vendor responses may be subject to disclosure pursuant to the Freedom of Information Act (FOIA).

~~11.12.~~ **Ottawa Funded Unit Protests:** The Administrator will decide on the merits of any County department protest against any procurement decision made by the Fiscal Services Director and Purchasing Manager and that determination shall be final and conclusive. For other Ottawa Funded Units, the Administrator, Corporation Counsel and Purchasing

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Manager shall meet with the chief administrative officer of the Ottawa Funded Unit to resolve any purchasing and/or contractual authorization and form issues.

### C. STANDARDS FOR PROCUREMENT

1. **Requisitions:** The County maintains a procurement system, which requires Ottawa Funded Units to create and submit a requisition for review and authorization by the Purchasing Division. A requisition should be submitted, approved, and converted to a Purchase Order before goods and/or services are provided to the County.

2. **Purchase Orders:** The County will issue a purchase order ("PO") in a form approved by Corporation Counsel to a vendor prior to the order of all goods, and services, excluding micro purchases made by purchasing card or other immediate form of compensation. Any alteration in specifications, delivery, price, quantity, or other terms will be added to the original purchase order as a change order. A change order cannot materially alter the original scope of the procurement. In accordance with the Contracting Authorization and Form Policy, instances where a contract is required based on the type of goods or services being purchased, the contract should be fully executed by all parties before a Purchase Order is issued.

4.3 **Spend Thresholds:** The County will maintain procurement procedures that are determined by the dollar amount of the procurement, as follows:

- a. **Purchases Less than \$2,500,000, or "Micro Purchase":** These purchases do not justify the administrative time and expense necessary for a competitive solicitation process and do not require documentation of quotes. Purchase requirements ~~will~~ shall not be artificially divided in order to constitute a micro purchase.
- b. **Purchases Between \$3,000,500 and \$35,000, or "Informal Solicitation":** These purchases require a competitive price quotation or proposal for goods, services or construction in which a well-defined scope is conveyed by phone, email, or online bid system and do not require a formal sealed bid or proposal, public opening or other formalities. Purchase requirements ~~shall~~ will not be artificially divided to avoid a formal solicitation.
- c. **Purchases greater than \$35,000, or "Formal Solicitation":** These purchases require a competitive bid or proposal for goods, services or construction in which a well-defined scope is conveyed by public notice. Ottawa Funded Units are required to work with Purchasing on transactions over \$35,000. Proposal submissions must be made in conformance with a prescribed format.

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## Ottawa County

Fiscal Services Policy

2. **Requisitions:** The County will maintain a procurement system utilizing requisitions for purchase authorization for all purchases except for micro purchases made by purchasing card or other immediate form of compensation.
3. **Purchase Orders:** The County will issue a purchase order ("PO") in a form approved by Corporation Counsel to a vendor prior to the order of all goods, services or construction excluding micro purchases made by purchasing card or other immediate form of compensation. Any alteration in specifications, delivery, price, quantity, or other terms will be added to the original purchase order as a change order. A change order cannot materially alter the original scope of the procurement.
4. **Market Analysis:** While performing market analysis and research for the development of a future solicitation, the County may obtain feedback from potential vendors by public notice, as follows:



- a. **Request for Qualifications (“RFO”)**: The pre-screening of potential vendors in which such factors as pricing, capability, reputation and management are considered to develop a list of qualified vendors for a solicitation.
  - b. **Request for Information (“RFI”)**: A written request to obtain input from interested parties for an upcoming solicitation, including best practices, industry standards, technology issues, product specifications or other relevant information.
5. **Scope of Work / Specifications**: Specifications for all ~~County Ottawa Funded purchases~~ Unit purchases will be written to promote overall economy for the purposes intended, to encourage competition in satisfying the County’s needs and to provide a fair opportunity to all qualified vendors. This applies to any specifications prepared by County staff or prepared by others on the County’s behalf.
6. **Purchasing Card (“P-Card”)**: The County will administer a purchasing card program, ~~which allows~~ allowing individuals who are issued a ~~Pp~~ Pp-card to make electronic payments for discretionary micro purchases on behalf of the County. The Purchasing Manager will supervise all processes related to the p-card program.
7. **Centralized Invoice Payment**: Invoices will be processed centrally through the Accounts Payable Division of the Fiscal Services Department upon approval by the ~~Ottawa Funded Unit~~ constituent agency, department or court and in compliance with the County’s Authorization of Funds and Timing of Disbursement Policy.
8. **Vendor Insurance**: All purchase orders or contracts ~~issued by the County among an Ottawa Funded Unit and a third party~~ will specify vendor insurance requirements.
9. **Contract Clauses**: All County contracts will include provisions necessary to define the responsibilities and rights of the parties to the contracts.
10. **Emergency Procurements**: Whenever there exists an apparent threat to the public health, welfare or safety of the County, its facilities, or its residents, the Purchasing Manager may make or authorize others to make emergency procurements of supplies, services, or construction items, as directed by the County Administrator and Fiscal Services Director. In the event of an emergency activation under the Ottawa County Emergency Services Resolution, under statute P.A. 390 of 1976, Emergency purchases shall be documented in writing and are to be made with such competition as is practicable under the circumstances.



11. **Leasing:** When there has been a determination by the Purchasing Division that leasing may be a viable financing option, or it is proposed by a requesting department or agency, a cost/benefit analysis will be conducted to determine the appropriate contracting method.
12. **Bid Security:** Bid security will be required for all competitive sealed bids/proposals for construction contracts when the cost is estimated to equal or exceed five hundred thousand dollars (\$500,000). Bid security shall be in an amount equal to at least 5% of the bid amount.
13. **Performance Bonds:** When a construction contract for fifty thousand dollars (\$50,000) or more is awarded, the proposed contractor shall furnish, at his or her own expense, a performance bond, or the equivalent in cash, in an amount equal to 100% of the contract price and a payment bond in an amount equal to not less than 25% of the contract price.
14. **Surplus Auctions and Equipment Disposition:** In accordance with the Disposal of Surplus or Obsolete County Equipment Policy, The Purchasing Division in coordination with Corporation Counsel will assist Ottawa Funded Units departments, agencies and courts with equipment disposition and the organization of surplus auctions for the purpose of providing an efficient process for the County to dispose of obsolete equipment and furnishings.

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#### D. PROCUREMENT METHODS (SOURCING)

The Purchasing Manager, in collaboration with the Ottawa Funded Units, is responsible to determine the appropriate procurement method to be used, including the following:

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1. **Purchasing Card or “P-Card”:** A single in the moment purchase below the micro-purchase threshold performed at the discretion of the Ottawa Funded Unit constituent agency, department or court to ensure best value. Individuals issued a p-card are authorized to make discretionary micro purchases on behalf of the County.
2. **Request for Quote or “RFQ”:** An informal solicitation in which a well-defined scope is conveyed by phone, email, or online system and does not require a formal sealed bid, public opening or other formalities. The RFQ solicits pricing information from several sources with award to the lowest price meeting specifications.
3. **Request for Proposal or “RFP (Informal)”:** An informal request made to potential vendors by phone, email or online system requiring a written proposal in response. Price is not the only evaluation factor. The RFP allows for the negotiation of proposed terms throughout the evaluation process prior to contract award.



4. **Request for Proposal or “RFP (Formal)”**: A formal solicitation document distributed by public notice requiring a written proposal in conformance with a prescribed format in response. Price is not the only evaluation factor. The RFP allows for the negotiation of proposed terms throughout the evaluation process prior to contract award.
5. **Invitation to Bid or “ITB”**: The formal solicitation of a competitive, sealed bid which must be submitted in conformance with a prescribed format to be opened in public at a specific date/time. The award is made to the lowest price quoted meeting specifications as set forth.
6. **Cooperative Purchase**: The action taken when two or more Ottawa Funded Units departments, agencies, courts or other governmental entities combine their requirements to obtain advantages of volume purchases. Cooperative purchases may result in contracts that others may “piggyback.”
7. **Sole Source**: A situation in which only one vendor or supplier possesses a patent for the unique ability or capability to meet specific requirements of a solicitation thereby creating an inability to obtain competition.
8. **Single Source**: A procurement decision whereby a purchase is directed to one source because of standardization, warranty, compatibility or other factors, even though other competitive sources may be available. Guest speakers, honoraria, subscriptions, dues, memberships and other similar items will be treated as single source.
9. **Other Purchase**: Under very limited circumstances the Purchasing Manager may initiate a procurement when it is determined that an unusual or unique situation exists that makes the application of all other procurement methods contrary to the public interest.

# Action Request

Electronic Submission – Contract # 2450



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 11/26/2024**

**Vendor/3<sup>rd</sup> Party: GOOD SAMARITAN MINISTRIES**

**Requesting Department: CAA**

**Submitted By: KERRI MAMMOSER**

**Agenda Item: CONTRACT FOR THE EMERGENCY SOLUTIONS GRANT**

## Suggested Motion:

To approve and forward to the Board of Commissioners the contract with Good Samaritan Ministries for the Emergency Solutions Grant.

## Summary of Request:

The Emergency Solutions Grant is a grant through MSHDA to provide services to Ottawa County residents to prevent homelessness. Services will include but are not limited to financial assistance, case management and rapid re-housing services. OCCAA (Ottawa County Community Action Agency) is the fiduciary for this grant.

## Financial Information:

Total Cost: \$204,451.00

General Fund Cost: \$0.00

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:**

## Administration:

Recommended by County Administrator:

10/24/2024 5:06:05 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 11/5/2024



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## CONTRACT FOR EMERGENCY SOLUTIONS GRANT SERVICES

This CONTRACT is made and by 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 Good Samaritan Ministries (hereinafter, "Contractor"), with a principal place of business at 513 E. Eighth St. Suite 25, Holland, MI 49423.

### IT IS HEREBY AGREED AS FOLLOWS:

It is agreed that County retains Contractor to provide the services set forth in this Contract, including the Scope of Work and Amended Scope of Work, if applicable (Exhibits A and A-1). It is further agreed that the Contractor accepts such engagement on the General Terms and Conditions specified in this Contract, and the following Exhibits and References, as well as all Addenda properly executed pursuant to paragraph 11, all of which constitute the entire Contract between the County and Contractor and are incorporated into this Contract by this reference:

#### Exhibits:

Exhibit A	Scope of Work
Exhibit B	Compensation
Exhibit C	Insurance Requirements

The parties further agree that this Contract includes all provisions required by law to be inserted in this Contract whether actually inserted or not.

### General Terms and Conditions

- 1. Scope of Work:** Contractor agrees to provide the "Services" which are 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:** In consideration for the services to be performed by the Contractor, the County agrees to pay Contractor the compensation set forth on Exhibit B. Payment to the Contractor for services will be under the County's term of Net 30.
- 3. Term of Contract:** Unless otherwise expressly provided herein, the Contract shall commence and become effective when signed by both parties. If the parties sign on different dates, the Contract commences and becomes effective on the latest date signed. However, the Contractor understands and agrees that if the Board refuses to ratify this Contract after it is signed by both parties, this Contract shall be null and void, and all obligations to provide services and otherwise perform under this Contract shall cease except the County agrees to compensate the Contractor for the services and/or work actually performed and provided to the County, which conform

to the terms of this Contract, before the Board's refusal to ratify this Contract. The Contract will cover a period from project kick-off to project completion of the stated Scope of Work and Exhibit A.

4. **Termination:** This Contract may be terminated prior to completion of the Services at the option of either party, provided that such party gives at least thirty (30) days written notice to the other party. If termination of this Contract is necessitated by the unavailability of government funds as described in the Availability of Funds clause (Paragraph 31), the party seeking termination shall provide written notice to the other party as soon as practicable upon becoming aware of such unavailability. Notwithstanding the thirty (30) days written notice requirement stated elsewhere in this Contract, termination due to unavailability of funds may occur with a written notice period of less than thirty (30) days. Upon termination of this Contract, the Contractor shall deliver to the County all work, whether complete or incomplete, that the Contractor has performed under the terms of this Contract and that conforms with the terms of this Contract. County shall compensate Contractor for all work, conforming to the terms of this Contract, performed by Contractor up to the date of termination of this Contract.
5. **Performance and Breach of Contract:**
  - 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 Contractor's 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 to, without further notice to the Contractor, declare this Contract terminated and proceed with the replacement of the Contractor and the County shall be entitled to all remedies available to it at law or in equity.
6. **Expenses and Materials:** 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.

Contractor will furnish all materials, equipment and supplies used to provide the services required by this Contract.

7. **Employees:** The 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.

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



The 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 areas will be designated by the authorized County representative.

- 8. Background Checks:** 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.
- 9. Compliance with Laws, Ordinances, and Regulations and Procurement of Permits:**
  - a) This Contract is governed by and shall be construed in accordance with the laws of the State of Michigan.
  - b) The 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) The Contractor shall obtain, and pay thereof, all permits required by any agency or authority having jurisdiction over the work. The Contractor shall provide a copy of any permit to the County within 3 business days of the County's request.
- 10. Exclusive Contract and Merger:** This Contract, including Exhibits, Addenda, References, provisions required by law, whether or not actually inserted or not, and, a County Purchase Order issued after this Contract becomes effective, if applicable, is the entire Contract between Contractor and the County for the services set forth in Exhibit A. This Contract supersedes all prior and/or contemporaneous agreements and understandings, oral, written and/or implied between the parties with respect to the subject matter and/or Scope of Work covered in this Contract. All such prior and/or contemporaneous agreements and understandings are hereby terminated and deemed of no further force or effect. To the extent that the terms and conditions of any of the Exhibits, Addenda, References and/or Purchase Orders issued in connection with this Contract are different, contradict and/or are inconsistent with the General Terms and Conditions of this Contract, this Contract and its General Terms and Conditions control and prevail.
- 11. Modifying the Contract:** This Contract may be modified only by a writing signed by both parties.
- 12. Record Keeping and Ownership of Documents:** The Contractor shall keep all records related to this Contract for the term of the Contract and 3 years thereafter. The Contractor further agrees that all documents, reports, data, and any other materials prepared, created, or used by the Contractor in the performance of services under this Contract shall be and remain the property of the County of Ottawa. The Contractor agrees that upon termination of this Contract, for any reason, it shall retain custody of all materials and documents related to the services provided and shall not reproduce, distribute, or disclose such materials to any third party without prior written consent from the County. The Contractor agrees to store these materials in a secure manner and shall make them available to the County upon request.

- 13. Confidentiality:** The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Contract will be kept confidential and not be disclosed to any other person without the express written consent of the County. Contractor will notify the County promptly if compelled to disclose any such information. These confidentiality provisions shall remain effective for five (5) years after termination of services under this Contract.
- 14. Conflict(s) of Interest:** Contractor agrees that he/she/it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of the Contractor's services, or (2) benefit from an award resulting in a "Conflict of Interest," including holding or retaining membership or employment on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the County.
- 15. Disputes:** 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, Addenda, References and Amendments, if any, then the mutually agreed Contractor's planning documents that affirm the details of the Services to be provided.
- Should any disputes arise with respect to this Contract, Contractor and County agree to act as soon as reasonably practicable to resolve any such disputes. Pending resolution of such dispute or difference and without prejudice to their rights, both the Contractor and the County shall continue to respect all their obligations and to perform all their duties under this Contract.
- 16. 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.
- 17. Debarment and Suspension:** Contractor certifies to the best of his/her/its knowledge and belief, that neither it nor any of its principals, owners, officers, shareholders, key employees, directors and member partners: (1) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have, within a three-year period preceding this proposal, 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, State or local) transaction or contract under a public transaction; (3) are presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and, (4) have, within a

three-year period preceding this proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

- 18. 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, claims, judgments, losses, damages, payments, costs and expenses, including attorney's fees, arising out of or in any way related to 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 the Contractor, its employees, agents or subcontractors.
- 19. Insurance:** Contractor agrees to provide proof of the following insurance coverages, where applicable, including certificate(s) of insurance, endorsements and provisions, as more fully set forth in Exhibit C, entitled Contractor Insurance Requirements: Commercial General Liability; Workers' Compensation; Employers' Liability; Automobile, Umbrella/Excess Liability, 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 except Umbrella/Excess Liability coverage limits shall be at least \$5,000,000 for each occurrence of accident, products-completed operations aggregate, and general aggregate. The Contractor further agrees to comply with all other requirements set forth in Exhibit C.
- 20. Relationship of Parties:** The 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.
- 21. Subcontracts:** Contractor may not assign or subcontract any rights or obligations under this contract without the County's prior written approval.
- 22. 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.
- 23. Safety:** The 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. The Contractor shall indemnify and hold the County harmless against any claim or liability arising from the violation of any such provisions.
- 24. Absence of Waiver:** The failure of either party to insist on the performance of and/or enforce any of the terms and conditions of this Contract, shall not constitute a waiver of the right of either party to insist on the performance of and/or enforce any of the terms and conditions of this Contract in the future.

**25. Notices:**

- a) All notices and other communications for the parties may be served, mailed, or delivered at the following addresses:

If to the Contractor:

Name: Good Samaritan Ministries  
Address: 513 E Eighth St. Suite 25  
Holland, MI 49423  
Attn: Erin Kampuis  
Email: [ekamphuis@goodsamministries.com](mailto:ekamphuis@goodsamministries.com)  
Phone #: 616-392-7159

If to Ottawa County: Ottawa County Community Action Agency  
12251 James St. Suite 300  
Attn: Jennifer Brozowski  
Email: [jbrozowski@miottawa.org](mailto:jbrozowski@miottawa.org)  
Phone: 616-494-5499

- 26. Survival:** The obligations of this Contract, which by their nature would continue beyond the termination or expiration of the Contract, including without limitation, the obligations regarding Record Keeping and Ownership of Documents (Paragraph 12), Confidentiality (Paragraph 13), Indemnification (Paragraph 18), shall survive termination or expiration.
- 27. Severability:** If any term or provision of this Contract, or the application thereof to any person or circumstances, are held to be invalid, the parties agree that the remaining terms and provisions, and the application of those terms and provisions, shall be deemed valid, and enforceable to the fullest extent permitted by law.
- 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. Michigan Economic Sanctions Act, 2012 ("Iran-Linked Business"):** Contractor certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran-Linked Business," as defined in the Michigan Economic Sanctions Act, 2012 P.A. 517, MCL 129.311, et. seq.
- 31. 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, either party may terminate this Contract at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time of the services that will or may be affected by the shortage of funds.

- 32. Freedom of Information Act:** The Contractor acknowledges that the County may be required from time to time to release records in its possession by law. The Contractor hereby gives permission to the County to release any records or materials received by the County as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.*
- 33. 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.
- 34. 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 the Contract.
- 35. Anticipatory Breach:** If the 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.
- 36. Warranty:** Contractor 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 Contractor, that they are suitable for the intended use. Awarded Contractor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.
- 37. Equal Employment and Opportunity:**

The Parties shall adhere to all applicable federal, state, and local laws, ordinances, rules, and regulations prohibiting discrimination, and all other federal, state and local fair employment practices and equal opportunity laws and covenants, including, but not limited to, the following:

- a) The Elliott-Larson Civil Rights Act, 1976 PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c) The Americans with Disabilities Act of 1990, 42 USCA Section 12101 *et seq.*, as amended, and the regulation promulgated thereunder.
- d) Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, 29 USCA Section 794, and regulations promulgated thereunder.
- e) The Age Discrimination in Employment Act of 1967, 29 USCA Section 621, *et seq.*, as amended, and regulations promulgated thereunder.

[Signatures on next page]

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

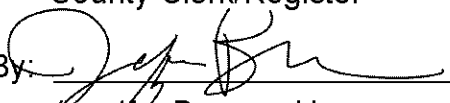
**COUNTY OF OTTAWA**

By: \_\_\_\_\_  
Joe Moss, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Justin F. Roebuck,  
County Clerk/Register

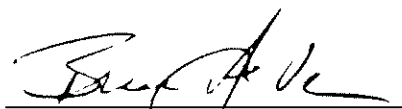
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Jennifer Brozowski,  
Contract Administrator

10-1-2024  
\_\_\_\_\_  
Date

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

**GOOD SAMARITAN**

By: \_\_\_\_\_  
Signature

10-3-2024  
\_\_\_\_\_  
Date

Brian J De Vos  
\_\_\_\_\_  
Printed Name

Executive Director  
\_\_\_\_\_  
Title

# Exhibit A

## STATEMENT OF WORK

### **Background:**

The Lakeshore Housing Alliance (LHA) is a collaborative group of agencies, organizations and individuals dedicated to identifying needs, developing a vision, encouraging coordination of responses, and advocating for safe, accessible, affordable housing services in the Ottawa area. As the identified Continuum of Care planning body for Ottawa County by the Michigan State Housing Development Authority, the LHA is responsible for planning and funding related decision-making relative to the provision of housing and related supportive services targeted at homeless and at-risk individuals and families. MSHDA's Emergency Solutions Grant funds are intended to support the development of a comprehensive service continuum designed to 1) prevent homelessness when possible, 2) assist homeless and at-risk persons with seeking and securing safe, affordable housing, 3) provide emergency/interim housing when needed, and 4) provide needed supportive services as needed to help families maintain stable housing.

### **Summary:**

The LHA has selected **Good Samaritan (GS)** to provide the following services to residents of Ottawa County during the 2024-2025 grant period:

- Financial Assistance and Case Management/Homeless Prevention
- Financial Assistance and Case Management/Rapid Re-Housing Services
- HMIS data entry/reporting
- HARA Operations Administrative functions

### **Reporting Requirements:**

GS agrees to comply with all financial and programmatic reporting requirements required by MSHDA and/or Ottawa County Community Action Agency.

## Exhibit B

Housing Stabilization/Housing Assessment and Resource Agency (HARA):

<b>HOMELESSNESS PREVENTION</b>		<b>\$ 73,974</b>
<b>Essential Services</b>		
<b>Housing Relocation and Stabilization Services – Services Costs</b>		
Good Samaritan	Search and Placement/Case Management	\$ 35,018.00
<b>Rental Assistance</b>		
<b>Short-Term and Medium-Term Rental Assistance</b>		
Good Samaritan	Rental Assistance/Rental Arrearages	\$ 38,956.00
<b>RAPID RE-HOUSING</b>		<b>\$ 94,468.00</b>
<b>Essential Services</b>		
<b>Housing Relocation and Stabilization Services – Services Costs</b>		<b>\$ 62,558.00</b>
Good Samaritan	Search and Placement/Case Management	\$ 47,454.00
Good Samaritan	Waiting List Case Management	\$ 15,104.00
<b>Financial Assistance</b>		
<b>Housing Relocation and Stabilization Services – Financial Assistance</b>		<b>\$ 4,682.00</b>
Good Samaritan	Security Deposits	\$ 4,682.00
<b>Rental Assistance</b>		
Good Samaritan	Short- and/or Medium-term Rental Assistance	\$ 27,228.00
<b>HMIS</b>		<b>\$ 28,023.00</b>
<b>HMIS</b>		
Good Samaritan	HMIS	\$ 28,023.00
<b>Administrative Costs</b>		<b>\$ 7,986.00</b>
Good Samaritan	HARA Operations	\$ 7,986.00
<b>TOTAL</b>		<b>\$ 204,451.00</b>





# County of Ottawa

*Fiscal Service-Purchasing*

## Exhibit C

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](mailto:purchasing@miottawa.org), Fax Number 616-738-4897**

# Action Request

Electronic Submission – Contract # 2485



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 11/26/2024**

**Vendor/3<sup>rd</sup> Party: COMMUNITY ACTION HOUSE**

**Requesting Department: CAA**

**Submitted By: KERRI MAMMOSER**

**Agenda Item: CONTRACT FOR THE EMERGENCY SOLUTIONS GRANT**

## Suggested Motion:

To approve and forward to the Board of Commissioners the contract with Community Action House for the Emergency Solutions Grant.

## Summary of Request:

The Emergency Solutions Grant is a grant through MSHDA to provide services to Ottawa County residents to prevent homelessness. Services will include but are not limited to assist homeless and at-risk person with seeking and securing safe, affordable housing, provide emergency/interim housing when needed and case management.

## Financial Information:

Total Cost: \$70,407.00

General Fund Cost: \$0.00

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:**

## Administration:

Recommended by County Administrator:

11/18/2024 12:41:39 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 12/3/2024



## Ottawa County

---

### CONTRACT FOR EMERGENCY SOLUTIONS GRANT SERVICES

This CONTRACT is made and by 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 Community Action House (hereinafter, "Contractor"), with a principal place of business at 739 Paw Paw Dr, Holland, MI 49423.

#### IT IS HEREBY AGREED AS FOLLOWS:

It is agreed that County retains Contractor to provide the services set forth in this Contract, including the Scope of Work and Amended Scope of Work, if applicable (Exhibits A and A-1). It is further agreed that the Contractor accepts such engagement on the General Terms and Conditions specified in this Contract, and the following Exhibits and References, as well as all Addenda properly executed pursuant to paragraph 11, all of which constitute the entire Contract between the County and Contractor and are incorporated into this Contract by this reference:

#### Exhibits:

Exhibit A	Scope of Work
Exhibit B	Compensation
Exhibit C	Insurance Requirements

The parties further agree that this Contract includes all provisions required by law to be inserted in this Contract whether actually inserted or not.

#### General Terms and Conditions

- 1. Scope of Work:** Contractor agrees to provide the "Services" which are 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:** In consideration for the services to be performed by the Contractor, the County agrees to pay Contractor the compensation set forth on Exhibit B. Payment to the Contractor for services will be under the County's term of Net 30.
- 3. Term of Contract:** Unless otherwise expressly provided herein, the Contract shall commence and become effective when signed by both parties. If the parties sign on different dates, the Contract commences and becomes effective on the latest date signed. However, the Contractor understands and agrees that if the Board refuses to ratify this Contract after it is signed by both parties, this Contract shall be null and void, and all obligations to provide services and otherwise perform under this Contract shall cease except the County agrees to compensate the Contractor for the services and/or work actually performed and provided to the County, which conform to the terms of this Contract, before the Board's refusal to ratify this Contract. The

Contract will cover a period from project kick-off to project completion of the stated Scope of Work and Exhibit A.

4. **Termination:** This Contract may be terminated prior to completion of the Services at the option of either party, provided that such party gives at least thirty (30) days written notice to the other party. If termination of this Contract is necessitated by the unavailability of government funds as described in the Availability of Funds clause (Paragraph 31), the party seeking termination shall provide written notice to the other party as soon as practicable upon becoming aware of such unavailability. Notwithstanding the thirty (30) days written notice requirement stated elsewhere in this Contract, termination due to unavailability of funds may occur with a written notice period of less than thirty (30) days. Upon termination of this Contract, the Contractor shall deliver to the County all work, whether complete or incomplete, that the Contractor has performed under the terms of this Contract and that conforms with the terms of this Contract. County shall compensate Contractor for all work, conforming to the terms of this Contract, performed by Contractor up to the date of termination of this Contract.
5. **Performance and Breach of Contract:**
  - 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 Contractor's 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 to, without further notice to the Contractor, declare this Contract terminated and proceed with the replacement of the Contractor and the County shall be entitled to all remedies available to it at law or in equity.
6. **Expenses and Materials:** 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.

Contractor will furnish all materials, equipment and supplies used to provide the services required by this Contract.

7. **Employees:** The 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.

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

The 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 areas will be designated by the authorized County representative.

8. **Background Checks:** 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.
9. **Compliance with Laws, Ordinances, and Regulations and Procurement of Permits:**
  - a) This Contract is governed by and shall be construed in accordance with the laws of the State of Michigan.
  - b) The 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) The Contractor shall obtain, and pay thereof, all permits required by any agency or authority having jurisdiction over the work. The Contractor shall provide a copy of any permit to the County within 3 business days of the County's request.
10. **Exclusive Contract and Merger:** This Contract, including Exhibits, Addenda, References, provisions required by law, whether or not actually inserted or not, and, a County Purchase Order issued after this Contract becomes effective, if applicable, is the entire Contract between Contractor and the County for the services set forth in Exhibit A. This Contract supersedes all prior and/or contemporaneous agreements and understandings, oral, written and/or implied between the parties with respect to the subject matter and/or Scope of Work covered in this Contract. All such prior and/or contemporaneous agreements and understandings are hereby terminated and deemed of no further force or effect. To the extent that the terms and conditions of any of the Exhibits, Addenda, References and/or Purchase Orders issued in connection with this Contract are different, contradict and/or are inconsistent with the General Terms and Conditions of this Contract, this Contract and its General Terms and Conditions control and prevail.
11. **Modifying the Contract:** This Contract may be modified only by a writing signed by both parties.
12. **Record Keeping and Ownership of Documents:** The Contractor shall keep all records related to this Contract for the term of the Contract and 3 years thereafter. The Contractor further agrees that all documents, reports, data, and any other materials prepared, created, or used by the Contractor in the performance of services under this Contract shall be and remain the property of the County of Ottawa. The Contractor agrees that upon termination of this Contract, for any reason, it shall retain custody of all materials and documents related to the services provided and shall not reproduce, distribute, or disclose such materials to any third party without prior written consent from the County. The Contractor agrees to store these materials in a secure manner and shall make them available to the County upon request.



- 13. Confidentiality:** The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Contract will be kept confidential and not be disclosed to any other person without the express written consent of the County. Contractor will notify the County promptly if compelled to disclose any such information. These confidentiality provisions shall remain effective for five (5) years after termination of services under this Contract.
- 14. Conflict(s) of Interest:** Contractor agrees that he/she/it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of the Contractor's services, or (2) benefit from an award resulting in a "Conflict of Interest," including holding or retaining membership or employment on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the County.
- 15. Disputes:** 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, Addenda, References and Amendments, if any, then the mutually agreed Contractor's planning documents that affirm the details of the Services to be provided.

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

- 16. 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.
- 17. Debarment and Suspension:** Contractor certifies to the best of his/her/its knowledge and belief, that neither it nor any of its principals, owners, officers, shareholders, key employees, directors and member partners: (1) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have, within a three-year period preceding this proposal, 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, State or local) transaction or contract under a public transaction; (3) are presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and, (4) have, within a

three-year period preceding this proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

- 18. 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, claims, judgments, losses, damages, payments, costs and expenses, including attorney's fees, arising out of or in any way related to 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 the Contractor, its employees, agents or subcontractors.
- 19. Insurance:** Contractor agrees to provide proof of the following insurance coverages, where applicable, including certificate(s) of insurance, endorsements and provisions, as more fully set forth in Exhibit C, entitled Contractor Insurance Requirements: Commercial General Liability; Workers' Compensation; Employers' Liability; Automobile, Umbrella/Excess Liability, 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 except Umbrella/Excess Liability coverage limits shall be at least \$5,000,000 for each occurrence of accident, products-completed operations aggregate, and general aggregate. The Contractor further agrees to comply with all other requirements set forth in Exhibit C.
- 20. Relationship of Parties:** The 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.
- 21. Subcontracts:** Contractor may not assign or subcontract any rights or obligations under this contract without the County's prior written approval.
- 22. 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.
- 23. Safety:** The 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. The Contractor shall indemnify and hold the County harmless against any claim or liability arising from the violation of any such provisions.
- 24. Absence of Waiver:** The failure of either party to insist on the performance of and/or enforce any of the terms and conditions of this Contract, shall not constitute a waiver of the right of either party to insist on the performance of and/or enforce any of the terms and conditions of this Contract in the future.

**25. Notices:**

- a) All notices and other communications for the parties may be served, mailed, or delivered at the following addresses:

If to the Contractor:

Name: Community Action House  
Address: 739 Paw Paw Drive  
Holland, MI 49423  
Attn: Scott Rumpsa  
Email: [srumpsa@communityactionhouse.org](mailto:srumpsa@communityactionhouse.org)  
Phone #: 616-392-2368

If to Ottawa County: Ottawa County Community Action Agency  
12251 James St. Suite 300  
Attn: Jennifer Brozowski  
Email: [jbrozowski@miottawa.org](mailto:jbrozowski@miottawa.org)  
Phone: 616-494-5499

- 26. Survival:** The obligations of this Contract, which by their nature would continue beyond the termination or expiration of the Contract, including without limitation, the obligations regarding Record Keeping and Ownership of Documents (Paragraph 12), Confidentiality (Paragraph 13), Indemnification (Paragraph 18), shall survive termination or expiration.
- 27. Severability:** If any term or provision of this Contract, or the application thereof to any person or circumstances, are held to be invalid, the parties agree that the remaining terms and provisions, and the application of those terms and provisions, shall be deemed valid, and enforceable to the fullest extent permitted by law.
- 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. Michigan Economic Sanctions Act, 2012 ("Iran-Linked Business"):** Contractor certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran-Linked Business," as defined in the Michigan Economic Sanctions Act, 2012 P.A. 517, MCL 129.311, et. seq.
- 31. 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, either party may terminate this Contract at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time of the services that will or may be affected by the shortage of funds.



- 32. Freedom of Information Act:** The Contractor acknowledges that the County may be required from time to time to release records in its possession by law. The Contractor hereby gives permission to the County to release any records or materials received by the County as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.*
- 33. 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.
- 34. 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 the Contract.
- 35. Anticipatory Breach:** If the 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.
- 36. Warranty:** Contractor 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 Contractor, that they are suitable for the intended use. Awarded Contractor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.
- 37. Equal Employment and Opportunity:**

The Parties shall adhere to all applicable federal, state, and local laws, ordinances, rules, and regulations prohibiting discrimination, and all other federal, state and local fair employment practices and equal opportunity laws and covenants, including, but not limited to, the following:

- a) The Elliott-Larson Civil Rights Act, 1976 PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c) The Americans with Disabilities Act of 1990, 42 USCA Section 12101 *et seq.*, as amended, and the regulation promulgated thereunder.
- d) Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, 29 USCA Section 794, and regulations promulgated thereunder.
- e) The Age Discrimination in Employment Act of 1967, 29 USCA Section 621, *et seq.*, as amended, and regulations promulgated thereunder.

[Signatures on next page]

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

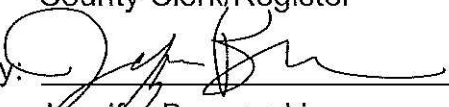
**COUNTY OF OTTAWA**

By: \_\_\_\_\_  
Joe Moss, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Justin F. Roebuck,  
County Clerk/Register


\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Jennifer Brozowski,  
Contract Administrator

11-5-2024  
\_\_\_\_\_  
Date

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

**COMMUNITY ACTION HOUSE**

By: \_\_\_\_\_  
Signature

11/6/2024  
\_\_\_\_\_  
Date

SCOTT RUMPSA  
\_\_\_\_\_  
Printed Name

CEO  
\_\_\_\_\_  
Title

# Exhibit A

## STATEMENT OF WORK

### **Background:**

The Lakeshore Housing Alliance (LHA) is a collaborative group of agencies, organizations and individuals dedicated to identifying needs, developing a vision, encouraging coordination of responses, and advocating for safe, accessible, affordable housing services in the Ottawa area. As the identified Continuum of Care planning body for Ottawa County by the Michigan State Housing Development Authority, the LHA is responsible for planning and funding related decision-making relative to the provision of housing and related supportive services targeted at homeless and at-risk individuals and families. MSHDA's Emergency Solutions Grant funds are intended to support the development of a comprehensive service continuum designed to 1) prevent homelessness when possible, 2) assist homeless and at-risk persons with seeking and securing safe, affordable housing, 3) provide emergency/interim housing when needed, and 4) provide needed supportive services as needed to help families maintain stable housing.

### **Summary:**

The LHA has selected **Community Action House (CAH)** to provide the following services to residents of Ottawa County during the 2024-2025 grant period:

- Street Outreach– Essential Services/Case Management

### **Reporting Requirements:**

CAH agrees to comply with all financial and programmatic reporting requirements required by MSHDA and/or Ottawa County Community Action Agency.

## Exhibit B

STREET OUTREACH		
Essential Services		
Community Action House	Case Management	\$ 70,407



# County of Ottawa

*Fiscal Service-Purchasing*

## Exhibit C

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](mailto:purchasing@miottawa.org), Fax Number 616-738-4897

# Action Request

Electronic Submission – Resolution #: 2498



**Committee:** BOARD OF COMMISSIONERS

**Meeting Date:** 11/26/2024

**Requesting Department:** FISCAL SERVICES

**Submitted By:** KAREN KARASINSKI

**Agenda Item:** CROCKERY TOWNSHIP 2024 WATER SYSTEM IMPROVEMENTS BOND ISSUE

## Suggested Motion:

To approve the resolution authorizing the sale of the Crockery Township Water Supply: 2024 Water System Improvement bonds

## Summary of Request:

Please see attached memo from Patrick Staskiewicz, P.E., Public Utilities

## Financial Information:

Total Cost: **N/A**

General Fund Cost: **N/A**

Included in Budget: **N/A**

If not included in Budget, recommended funding source:

**N/A**

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

## Action is Related to Strategic Plan:

Goal:

## Administration:

Recommended by County Administrator:

11/21/2024 3:49:09 PM

Committee/Governing/Advisory Board Approval Date:



Since 1911

**Ottawa County Road Commission**

14110 Lakeshore Drive  
Grand Haven, Michigan 49417  
(616) 842-5400  
[info@ottawacore.com](mailto:info@ottawacore.com)

**MEMORANDUM**

To: Mr. Ben Wetmore, Interim County Administrator

From: Patrick J. Staskiewicz, P.E., Public Utilities Director

Date: November 14, 2024

Re: Crockery Township Water Supply System: 2024 Water System Improvements Bond Issue

Thank you for your assistance at the County's November 12, 2024, meeting at which the Ottawa County Board of Commissioners approved the resolution to sell bonds for the Crockery Township Water Supply System 2024 Water System Improvements. Unfortunately, I failed to submit the required notice to Justin Roebuck prior to the meeting. To resolve this technical error, I have attached a new resolution that ratifies and confirms the pledge of full faith and credit. I have also attached a copy of the meeting notice. We are not required to readopt the remaining items from the resolution adopted at the November 12, 2024, meeting.

Can you please place the approval of this resolution on the agenda for the November 26, 2024, Ottawa County Board of Commissioners meeting? I will attend the meeting to answer any questions.

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

**Attachments**

Attached to this memorandum are the following:

- 1) Resolution ratifying resolution to authorize the issuance of not to exceed \$3,000,000 Ottawa County Water Supply Bonds (Crockery Township)
- 2) Act 34 Notice of Regular Meeting

RE: RESOLUTION RATIFYING RESOLUTION TO AUTHORIZE THE ISSUANCE OF NOT  
TO EXCEED \$3,000,000 OTTAWA COUNTY WATER SUPPLY BONDS (CROCKERY  
TOWNSHIP IMPROVEMENTS)

Submitted by Commissioner \_\_\_\_\_:

Mr. Chairman, Ladies, and Gentlemen:

I offer the following resolution:

WHEREAS, this Board adopted a resolution on November 12, 2024 (the "Resolution"), among other things, pledging the full faith and credit of the County of Ottawa (the "County") with respect to the not to exceed \$3,000,000 Ottawa County Water Supply Bonds (Crockery Township Improvements) (the "Bonds") to be issued by the County pursuant to the provisions of Act 342, Public Acts of Michigan, 1939 as amended, and approving various terms of the Bonds; and

WHEREAS, the Bonds are subject to the provisions of Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), and Act 34 requires posting of a notice of at least one meeting at which the issuance of the Bonds which will contain a limited tax full faith and credit pledge of the County will be discussed; and

WHEREAS, said notice has been posted prior to this meeting, and it is therefore necessary to ratify the Resolution to comply with the requirements of Act 34.

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Ottawa County, Michigan, as follows:

1. The Resolution, which authorizes issuance of the Bonds and contains a limited tax full faith and credit pledge of the County, is hereby ratified and confirmed.

2. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.



STATE OF MICHIGAN       )  
                                          )ss  
COUNTY OF OTTAWA       )

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County of Ottawa at a regular meeting held on November 26, 2024, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the Open Meetings Act.

---

Clerk  
County of Ottawa

NOTICE OF REGULAR MEETING

BOARD OF COMMISSIONERS OF THE COUNTY OF OTTAWA

November 26, 2024

Please take notice that the next regular meeting of the Board of Commissioners of the County of Ottawa will be held on Tuesday, November 26, 2024, at 10:30 A.M. in the Ottawa County Fillmore Street Complex, 12210 Fillmore Street, West Olive, Michigan.

The agenda for the meeting will include consideration by the Board of Commissioners of a resolution authorizing the issuance of Ottawa County Water Supply Bonds (Crockery Township Improvements) in the principal amount of not to exceed \$3,000,000 which bonds will contain a limited tax full faith and credit pledge of the County of Ottawa.

This notice is given pursuant to Section 308 of Act 34, Public Acts of Michigan, 2001, as amended.

Justin F. Roebuck  
Clerk, County of Ottawa



Since 1911

**Ottawa County Road Commission**

14110 Lakeshore Drive  
Grand Haven, Michigan 49417  
(616) 842-5400  
[info@ottawacore.com](mailto:info@ottawacore.com)

**MEMORANDUM**

To: Mr. Ben Wetmore, Interim County Administrator

From: Patrick J. Staskiewicz, P.E., Public Utilities Director

Date: October 29, 2024

Re: Crockery Township Water Supply System: 2024 Water System Improvements Bond Issue

Crockery Township owns a Water System that needs improvements to increase the reliability of the System. The Township has requested assistance from Ottawa County for Project financing through a new bond issue. We are contacting you today to ask that this item be placed on the agenda for the November 5, 2024, Finance and Administration Committee meeting. Pending approval of the Committee, we would ask that the Board of Commissioners consider this request at the November 12, 2024 meeting.

Attached for your consideration is a resolution that will authorize sale of bonds in an amount not to exceed \$3,000,000 to finance the Project (described below). We have also attached a copy of the bond contract between the Township and the Ottawa County Road Commission.

Crockery Township approved the Project and the bond contract on October 8, 2024, and published the required notice in the paper, starting the 45-day referendum period. The Road Commission is planning to consider and approve the Project and bond contract on October 31, 2024. The Project will be bid this winter with construction starting next spring.

**2024 Water System Improvements**

The 2024 Water System Improvements (Project) will connect two parts of the existing water distribution system and relocate and improve a metering station. The Project includes the following:

- 6,900 feet of 12-inch water main, including valves, fittings, hydrants and other appurtenances.
- 100 feet of bore & jack at M-104 and 136<sup>th</sup> Avenue.
- One meter station building that will include a meter, control valve, and the necessary controls, instrumentation, and other appurtenances, located on Leonard Road.

The Project Budget includes the following:

Water Mains	\$ 1,755,000.00
Meter Station	\$ 625,000.00
Engineering	\$ 354,000.00
Contingencies	\$ 238,000.00
Total Project Cost	\$ 2,972,000.00
Cost of Issuance	\$ 82,000.00
Underwriter's Discount	\$ 53,000.00
TOTAL	\$ 3,107,000.00
Less: Estimated Costruction	
Fund Interest Earnings	\$ (2,000.00)
Less: ARPA funds	\$ (450,000.00)
Bond Amount Required	\$ 2,655,000.00

I plan to attend the meetings to present these documents and to answer any questions.

#### **Attachments**

Attached to this memorandum are the following:

- 1) The resolution authorizing the bond issue.
- 2) The 2024 Water Supply System Improvements Agreement.

RE: RESOLUTION TO AUTHORIZE THE ISSUANCE OF NOT TO  
EXCEED \$3,000,000 OTTAWA COUNTY WATER SUPPLY BONDS  
(CROCKERY TOWNSHIP IMPROVEMENTS)

Submitted by Commissioner \_\_\_\_\_:

Mr. Chairman, Ladies, and Gentlemen:

I offer the following resolution:

WHEREAS, pursuant to the provisions of Act No. 342, Public Acts of Michigan, 1939, as amended ("Act 342"), the Board of Supervisors of the County of Ottawa (the "County") authorized and directed that there be established, maintained and operated a countywide system or systems of water and sewer improvements and services and designated the Board of County Road Commissioners of the County to be the agency of the County for the purposes set forth in Act 342; and

WHEREAS, by the terms of Act 342, the County and the Township of Crockery (the "Township") are authorized to enter into a contract for the acquisition, construction and financing of water supply system improvements to serve the Township, for the payment of part of the cost thereof by the Township in cash from available funds and for the payment of the remaining cost thereof by the Township, with interest, and the County is then authorized to issue its bonds to provide the funds necessary therefor; and

WHEREAS, there has been submitted to this Board of Commissioners a proposed contract between the County, by and through its Board of County Road Commissioners, and the Township, which contract provides for the acquisition and construction of water supply system improvements consisting generally of improvements to connect two parts of the water supply system, to increase reliability of said system, and to relocate and upgrade the existing meter

station, and related appurtenances to serve the Township (hereinafter referred to as the "Project") pursuant to Act 342, which contract is hereinafter set forth in full; and

WHEREAS, there has been submitted for approval and adoption by this Board, plans, specifications and estimates of the cost and period of usefulness of the Project, and

WHEREAS, the contract provides for the issuance of bonds by the County to defray part of the cost of the Project, said bonds to be secured by the contractual obligation of the Township to pay to the County amounts sufficient to pay the principal of and interest on the bonds and to pay such paying agent fees and other expenses as may be incurred on account of the bonds; and

WHEREAS, it is anticipated that the County and/or the Township will advance all or a portion of the costs of the Project prior to the issuance of the bonds, such advance to be repaid from proceeds of the bonds upon the issuance thereof; and

WHEREAS, Section 1.150-2 of the Treasury Regulations on Income Tax (the "Reimbursement Regulations") specifies conditions under which a reimbursement allocation may be treated as an expenditure of bond proceeds, and the County intends by this resolution to qualify amounts advanced by the County and/or the Township to the Project for reimbursement from proceeds of the bonds in accordance with the requirements of the Reimbursement Regulations.

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Ottawa County, Michigan, as follows:

1. PLANS AND SPECIFICATIONS – ESTIMATES OF PERIOD OF USEFULNESS AND COST. The plans and specifications for the Project and the estimates of

\$2,655,000 as the cost of the Project and 20 years and upwards as the period of usefulness of the Project, as submitted to this Board of Commissioners, are approved and adopted.

2. APPROVAL OF CONTRACT. The Crockery Township Water Supply System 2024 Improvements Contract dated as of December 1, 2024, between the County, by and through its Board of County Road Commissioners, and the Township (the “2024 Contract”) is approved and adopted, and the Chairman and members of the Board of County Road Commissioners are authorized and directed to execute and deliver the same for and on behalf of the County, in as many counterparts as may be deemed advisable, after the 2024 Contract has been executed by the appropriate officials of the Township. The 2024 Contract reads as follows:

3. AUTHORIZATION OF BONDS – PURPOSE. Subsequent to execution of the 2024 Contract by the parties thereto, bonds of the County aggregating the principal sum of sum of not to exceed Three Million Dollars (\$3,000,000) (the “Bonds”) shall be issued and sold pursuant to the provisions of Act 342, Act 34, and other applicable statutory provisions, for the purpose of defraying the cost of the Project and paying the costs of issuing the Bonds.

4. BOND DETAILS. The Bonds shall be designated "Ottawa County Water Supply Bonds (Crockery Township Improvements)", with any such other designations as shall be determined by the Public Utilities Director at the time of sale of the Bonds; shall be dated as of such date as shall be approved by an order executed by the Public Utilities Director at the time of sale of the Bonds (the “Sale Order”); shall be issued as serial bonds or term bonds, or a combination thereof, as set forth in the Sale Order; shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall bear interest at a rate or rates not exceeding 6% per annum, to be determined by the Public Utilities Director in the Sale Order, payable on such dates as shall be determined by the

Public Utilities Director in the Sale Order; shall mature in such principal amounts and on such dates as shall be determined by the Public Utilities Director in the Sale Order; and shall be sold at a purchase price to be determined by the Public Utilities Director in the Sale Order.

5. PRIOR REDEMPTION. The Bonds shall be subject to redemption prior to maturity, if so determined by the Public Utilities Director at the time of sale, upon such terms and conditions as may be determined by the Public Utilities Director.

6. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the Bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the Bonds to the bond registrar and paying agent as they severally mature. Interest shall be paid to the registered owner of each Bond as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.

7. BOOK-ENTRY SYSTEM. Initially, one fully-registered Bond for each maturity, in the aggregate amount of such maturity, shall be issued in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") for the benefit of other parties (the "Participants") in the book-entry-only transfer system of DTC. In the event the County determines that it is in the best interest of the County not to continue the book-entry system of transfer or that the interests of the holders of the Bonds might be adversely affected if the book-entry system of transfer is continued, the County may notify DTC and the bond registrar and paying agent, whereupon DTC will notify the Participants of the availability through DTC of bond certificates. In such event, the bond registrar and paying agent shall deliver, transfer and exchange bond certificates as requested by DTC and any Participant or "beneficial owner" in appropriate amounts in



accordance with this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and the bond registrar and paying agent and discharging its responsibilities with respect thereto under applicable law or the County may determine that DTC is incapable of discharging its duties and may so advise DTC. In either such event, the County shall use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor securities depository), the County and the bond registrar and paying agent shall be obligated to deliver bond certificates in accordance with the procedures established by this Resolution. In the event bond certificates are issued, the provisions of this Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the County and the bond registrar and paying agent to do so, the County and the bond registrar and paying agent shall cooperate with DTC in taking appropriate action after reasonable notice to make available one or more separate certificates evidencing the Bonds to any Participant having Bonds certified to its DTC account or to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, interest on and redemption premium, if any, on such Bonds and all notices with respect to the Bonds shall be made and given, respectively, to DTC as provided in the Blanket Issuer Letter of Representations between DTC and the County, and the Public Utilities Director is authorized to sign such additional documents on behalf of the County as may be requested by DTC, in such form as the Public Utilities Director deems necessary or appropriate, in order to accomplish the issuance of the Bonds in accordance with law and this Resolution.

8. BOND REGISTRAR AND PAYING AGENT. The Board of County Road Commissioners shall designate, and may enter into an agreement with, a bond registrar and

paying agent for the Bonds that shall be a bank or trust company located in the State of Michigan that is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Board of County Road Commissioners from time to time as required may designate a similarly qualified successor bond registrar and paying agent.

9. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The Bonds shall be executed in the name of the County by the facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent, and the seal of the County (or a facsimile thereof) shall be impressed or imprinted on the Bonds. After the Bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the County Treasurer to the purchaser upon receipt of the purchase price. Additional Bonds bearing the facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk and upon which the seal of the County (or a facsimile thereof) is impressed or imprinted may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of Bonds. The bond registrar and paying agent shall indicate on each Bond the date of its authentication.

10. EXCHANGE AND TRANSFER OF BONDS. Any Bond, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond.

Each Bond shall be transferable only upon the books of the County, which shall be kept for that purpose by the bond registrar and paying agent, upon surrender of such Bond together

with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

Upon the exchange or transfer of any Bond, the bond registrar and paying agent on behalf of the County shall cancel the surrendered Bond and shall authenticate and deliver to the transferee a new Bond or Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond. If, at the time the bond registrar and paying agent authenticates and delivers a new Bond pursuant to this section, payment of interest on the Bonds is in default, the bond registrar and paying agent shall endorse upon the new Bond the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is \_\_\_\_\_, \_\_\_\_."

The County and the bond registrar and paying agent may deem and treat the person in whose name any Bond shall be registered upon the books of the County as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes, and all payments made to any such registered owner, or upon his order, in accordance with the provisions of Section 6 of this Resolution shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the bond registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

For every exchange or transfer of Bonds, the County or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by

the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The bond registrar and paying agent shall not be required to transfer or exchange Bonds or portions of Bonds which have been selected for redemption.

11. FORM OF BONDS. The Bonds shall be in substantially the following form:

[Bond Form]

UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF OTTAWA

OTTAWA COUNTY WATER SUPPLY BOND  
(CROCKERY TOWNSHIP IMPROVEMENTS)

INTEREST RATE      MATURITY DATE      DATE OF ORIGINAL ISSUE      CUSIP

\_\_\_\_\_ 1, 2025

Registered Owner:

Principal Amount:

The County of Ottawa, State of Michigan (the "County") acknowledges itself indebted to and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at \_\_\_\_\_, \_\_\_\_\_, Michigan, the bond registrar and paying agent, and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check or draft drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount from the Date of Original Issue or such later date through which interest shall have been paid until the County's obligation with respect to the payment of such Principal Amount is discharged at the rate per annum specified above. Interest is payable on the first days of May and November in each year, commencing May 1, 20\_\_. Principal and interest are payable in lawful money of the United States of America. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This bond is one of a series of bonds aggregating the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) issued by the County under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 342, Public Acts of 1939, as amended) and a bond authorizing resolution adopted by the Board of Commissioners of the County (the "Resolution") for the purpose of defraying part of the cost of acquiring and constructing water supply system improvements to serve the Township

of Crockery (the "Township"). The bonds of this series are issued in anticipation of payments to be made by the Township in the aggregate principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) pursuant to a contract between the County and the Township. The full faith and credit of the Township have been pledged to the prompt payment of the foregoing amount and the interest thereon as the same become due. As additional security the full faith and credit of the County have been pledged for the prompt payment of the principal of and interest on the bonds of this series. Taxes levied by the Township and the County to pay the principal of and interest on the bonds of this series are subject to constitutional tax limitations.

This bond is transferable, as provided in the Resolution, only upon the books of the County kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds which have been selected for redemption.

#### MANDATORY PRIOR REDEMPTION

Bonds maturing in the year \_\_\_\_ are subject to mandatory prior redemption at par and accrued interest as follows:

<u>Redemption Date</u>	<u>Principal Amount of Bonds to be Redeemed</u>
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(REPEAT IF MORE THAN ONE TERM BOND)

Bonds or portions of bonds to be redeemed by mandatory redemption shall be selected by lot.

#### OPTIONAL PRIOR REDEMPTION

Bonds maturing prior to \_\_\_\_\_ 1, 20\_\_ are not subject to redemption prior to maturity. Bonds maturing on and after \_\_\_\_\_ 1, 20\_\_, are subject to redemption prior to maturity at the option of the County, in such order as shall be determined by the County, on any one or more interest payment dates on and after November 1, 20\_\_. Bonds of a denomination greater than \$5,000 may be partially redeemed in the amount of \$5,000 or any integral multiple

thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot. The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption without premium.

Not less than thirty days' notice of redemption shall be given to the holders of bonds called to be redeemed by mail to the registered holder at the registered address. Bonds or portions of bonds called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of the County, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County of Ottawa, Michigan, by its Board of Commissioners, has caused this bond to be executed in its name by facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk and its corporate seal (or a facsimile thereof) to be impressed or imprinted hereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

COUNTY OF OTTAWA

By: \_\_\_\_\_

Its: Chairman, Board of Commissioners

[SEAL]

And: \_\_\_\_\_

Its: Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolution.

\_\_\_\_\_  
Bond Registrar and Paying Agent

By: \_\_\_\_\_  
Authorized Representative

AUTHENTICATION DATE:



ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_  
(please print or type name, address and taxpayer identification number of transferee) the within  
bond and all rights thereunder and hereby irrevocably constitutes and appoints  
\_\_\_\_\_  
attorney to transfer the within bond on the books kept for registration thereof, with full power of  
substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

Signature(s) must be guaranteed by an eligible guarantor institution participating in a  
Securities Transfer Association recognized signature guarantee program.

[End of Bond Form]

12. SECURITY. The Bonds shall be issued in anticipation of payments to be made by the Township pursuant to the 2024 Contract. The Bonds shall be secured primarily by the full faith and credit pledge made by the Township in the in the 2024 Contract, pursuant to the authorization contained in Act 342. As additional and secondary security the full faith and credit of the County are pledged for the prompt payment of the principal of and interest on the Bonds as the same shall become due. If the Township shall fail to make a payment to the County which is sufficient to pay its share of the principal of, premium, if any, and interest on the Bonds as the same shall become due, then an amount sufficient to pay the deficiency shall be advanced from the general fund of the County. Taxes imposed by the County shall be subject to constitutional limitations.

13. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, or any portion thereof, shall have been deposited in trust, this Resolution shall be defeased with respect to such Bonds, and the owners of the Bonds shall have no further rights under this Resolution except to receive payment of the principal of, premium, if any, and interest on such Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

14. PRINCIPAL AND INTEREST FUND. There shall be established for the Bonds a Principal and Interest Fund which shall be kept in a separate bank account. From the proceeds of the sale of the Bonds there shall be set aside in the Principal and Interest Fund any premium and accrued interest received from the original purchaser of the Bonds at the time of delivery of the same. All payments received from the Township pursuant to the 2024 Contract are pledged

for the payment of the principal of and interest on the Bonds and expenses incidental thereto and as received shall be placed in the Principal and Interest Fund. The County Agency shall transfer moneys in the Principal and Interest Fund to the bond registrar and paying agent for the Bonds as necessary for the payment of the principal of and interest on the Bonds.

15. CONSTRUCTION FUND. The remaining proceeds of the Bonds shall be set aside in a construction fund for the Project and used to acquire and construct the Project in accordance with the provisions of the 2024 Contract and to pay the issuance expenses of the Bonds.

16. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. The Bonds shall be sold at a competitive sale as hereinafter provided. The Public Utilities Director is hereby authorized to approve an Official Notice of Sale for the Bonds and publish the same in accordance with law in *The Bond Buyer* at least seven days before the date set for the sale of the Bonds. Sealed bids for the purchase of the Bonds shall be received up to such time as shall hereafter be determined by the Public Utilities Director. Following the receipt of bids for the Bonds, the Bonds shall be awarded to the successful bidder therefor pursuant to an order to be executed by the Public Utilities Director at the time of sale of the Bonds, which order shall set forth, with respect to the Bonds, the principal amount, principal maturities and dates, interest rates and interest payment dates, redemption provisions, if any, and purchase price to be paid by the successful bidder, as well as such other terms and provisions as the Public Utilities Director determines to be necessary or appropriate in connection with the sale of the Bonds.

The members of the Board of County Road Commissioners, the Public Utilities Director, the County Administrator and other appropriate County officials are authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the Bonds in accordance with the provisions of this Resolution. In making determinations in the order

awarding the Bonds to the low bidder, with respect to principal maturities and dates, interest rates and purchase price of the Bonds, the Public Utilities Director shall be limited as follows:

- (a) The interest rate on any Bond shall not exceed 6% per annum.
- (b) The final maturity date of the Bonds shall not be later than November 1, 2045.
- (c) The purchase price of the Bonds shall not be less than 100% of the principal amount thereof.

17. REPLACEMENT OF BONDS. Upon receipt by the County Agency of proof of ownership of an unmatured Bond, of satisfactory evidence that the Bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the County Agency, the County Agency may authorize the bond registrar and paying agent to deliver a new executed Bond to replace the Bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured Bond is lost, apparently destroyed or wrongfully taken, the County Agency may authorize the bond registrar and paying agent to pay the Bond without presentation upon the receipt of the same documentation required for the delivery of a replacement Bond. The bond registrar and paying agent, for each new Bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the County in the premises. Any Bond delivered pursuant the provisions of this Section 18 in lieu of any Bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the Bond in substitution for which such Bond was delivered.

18. TAX COVENANT. The County covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended, necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.

The Board of County Road Commissioners and other appropriate County officials are authorized to do all things necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.

19. OFFICIAL STATEMENT. The County shall cause the preparation of an official statement for the Bonds for the purpose of enabling compliance with Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended (the "Rule") and shall do all other things necessary to enable compliance with the Rule. After the award of the Bonds, the County will provide copies of a "final official statement" (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the successful bidder or bidders to enable such bidder or bidders to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

20. CONTINUING DISCLOSURE. The County Treasurer is hereby authorized to execute and deliver in the name and on behalf of the County (i) a certificate of the County to comply with the requirements for a continuing disclosure undertaking of the County pursuant to subsection (b)(5) of the Rule and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The remedies for any failure of the County to comply with and carry out the provisions of the Continuing Disclosure Certificate shall be as set forth therein.

21. REDUCTION OF PRINCIPAL AMOUNT OF BOND ISSUE; MODIFICATION OF MATURITIES. If the Board of County Road Commissioners shall determine that it is not necessary to sell Bonds in the principal amount of Three Million Dollars (\$3,000,000), it may by resolution reduce the principal amount of Bonds to be sold to that amount deemed necessary. In

the event the principal amount of the Bond issue is reduced pursuant to this section, the Board of County Road Commissioners shall reduce the amount of Bonds maturing in any one or more years as necessary.

22.     DECLARATION OF OFFICIAL INTENT.   The County hereby declares its official intent to issue the Bonds in the aggregate principal amount of not to exceed \$3,000,000 to finance part of the costs of the Project, and hereby declares that it reasonably expects to reimburse advances to the Project as anticipated by this resolution.

23.     CONFLICTING RESOLUTIONS.   All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

YEAS:           \_\_\_\_\_

                  \_\_\_\_\_

NAYS:           \_\_\_\_\_

                  \_\_\_\_\_

ABSENT:         \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN     )  
                                      )ss  
COUNTY OF OTTAWA     )

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County of Ottawa at a regular meeting held on November 12, 2024, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the Open Meetings Act.

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Clerk  
County of Ottawa

COUNTY OF OTTAWA  
CROCKERY TOWNSHIP  
WATER SUPPLY SYSTEM 2024 IMPROVEMENTS CONTRACT

THIS CONTRACT, made as of December 1, 2024, by and between the COUNTY OF OTTAWA, a Michigan county corporation (hereinafter called the "County") by and through its Board of County Road Commissioners, and the TOWNSHIP OF CROCKERY, a Michigan general law township located in the County (hereinafter called the "Township");

W I T N E S S E T H:

WHEREAS, the Board of Commissioners of the County of Ottawa heretofore has established the Ottawa County Water Supply and Sewage Disposal System to provide water supply and sewage disposal services to areas in the County pursuant to Act 342, Public Acts of Michigan, 1939, as amended (hereinafter sometimes referred to as "Act 342"), all as appears from the resolution adopted by said Board of Commissioners on January 9, 1961; and

WHEREAS, the Board of County Road Commissioners (hereinafter sometimes referred to as the "County Agency") has been designated by the County Board of Commissioners as the agency of the County in connection with the establishment, maintenance and operation of water supply and sewage disposal systems within the County; and

WHEREAS, it is necessary for the public health to acquire and construct the hereinafter described water supply system improvements to serve the Township; and

WHEREAS, by the terms of Act 342, the County and the Township are authorized to enter into a contract for the acquisition, construction and financing of the aforementioned water supply system improvements and for the payment of the cost thereof by the Township, with



interest, over a period of not exceeding forty (40) years, and the County is then authorized, pursuant to appropriate action of its Board of Commissioners, to issue its bonds to provide the funds therefor, secured primarily by the full faith and credit contractual obligation of the Township and, if the bond resolution so provides, secured secondarily by the full faith and credit of the County; and

WHEREAS, the Township and the County have agreed to utilize the provisions of Act 342 to acquire the water supply system improvements necessary for the public health and welfare of the residents of the County within the Township; and

WHEREAS, plans and estimates of the cost and the period of usefulness of the water supply system improvements to be acquired and constructed have been prepared by Prein & Newhof, the consulting engineers; and

WHEREAS, in order to issue such bonds, it is necessary that the County and the Township enter into this contract.

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. The County and the Township hereby approve and agree to the acquisition, construction and financing of water supply system improvements to serve the Township under and pursuant to Act 342 and approve the designation of "Crockery Township Water Supply System 2024 Improvements" as the name of the project. The Crockery Township Water Supply System 2024 Improvements is hereinafter sometimes referred to as the "Project." The Township, by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consents and agrees to the establishment and location of the Project and any extension, improvement or enlargement thereof within its corporate boundaries and to the use by the County of its streets,

highways, alleys, lands, rights-of-way or other public places for the purpose and facilities of the Project and any improvement, enlargement or extension thereof, and the Township further agrees that, in order to evidence and effectuate the foregoing agreement and consent, it will execute and deliver to the County such grants of easement, right-of-way, license, permit or consent as may be requested by the County.

2. The Project shall consist of the water supply system improvements described and specified on Exhibit A, which is hereunto attached and which is made a part hereof, and as are more particularly set forth in the plans prepared by the consulting engineers, which plans are on file with the County Agency. The Project shall be acquired and constructed substantially in accordance with the said plans and in accordance with final plans and specifications to be prepared and submitted by the consulting engineers, but variations therefrom that do not materially change the location, capacity or overall design of the Project and that do not require an increase in the total estimated cost of the Project may be permitted on the authority of the Township. Other variations or changes may be made if approved by the County Agency and by resolution of the governing body of the Township and if provisions required by paragraph 5 hereof are made for payment or financing of any resulting increase in the total estimated cost. The estimate of cost of the Project and the estimate of period of usefulness thereof as set forth on Exhibit B are approved and adopted.

3. The County Agency shall take or cause to be taken all actions required or necessary, in accordance with Act 342, to procure the issuance and sale of bonds by the County, in one or more series (the "Bonds"), in whatever aggregate principal amount is necessary to be so financed to defray that portion of the cost of the Project not paid from other sources (the "municipal cost"). The Bonds shall be issued in anticipation of and be payable from the payments to be made by the Township to the County as provided in this contract, and the Bonds

shall be payable in annual maturities the last of which shall be not more than forty years from the date thereof.

4. The County Agency shall proceed to take construction bids for the Project and, subject to the sale and delivery of the Bonds, enter into construction contracts with the lowest responsible bidder or bidders, procure from the contractors all necessary and proper bonds and evidence of all necessary and proper casualty, liability and workers compensation insurance, cause the Project to be constructed within the time specified by the County Agency and the Township, and do all other things required by this contract and the laws of the State of Michigan. All certificates for required payments to contractors shall be approved by the consulting engineers before presentation to the County Agency and the latter shall be entitled to rely on such approval in making payment. Acquisition of the Project shall be deemed to include reimbursement of the Township for funds which have been expended by the Township in connection with the acquisition and construction of the Project. All contracts for the acquisition and construction of the Project entered into by the County Agency shall contain a provision to the effect that the contract is for the benefit of the Township, such that the Township is entitled to enforce the contract as a third party beneficiary pursuant to Section 600.1405 of the Michigan Compiled Laws, or other statutory or common law.

5. In the event that it shall become necessary to increase the estimated municipal cost of the Project for any reason, or if the actual municipal cost of the Project shall exceed the estimated municipal cost, whether as the result of variations or changes made in the approved plans or otherwise, then the County Agency shall not be obligated to pay such increased or excess municipal cost unless the governing body of the Township shall have adopted a resolution approving such increase and excess and agreeing that the same (or such part thereof as is not available from other sources) shall be defrayed by the issuance of increased or additional Bonds

in anticipation of increased or additional payments agreed to be made by the Township to the County in the manner hereinafter provided.

6. The Township shall pay to the County the entire cost of the Project. The cost of the Project will be defrayed by the issuance of the Bonds as provided in paragraphs 3 and 5 hereof. The Township covenants and agrees to pay the principal of and interest on the Bonds and all paying agency and transfer fees and other expenses and charges (including the County Agency's administrative expenses) that are payable on account of the Bonds (such fees, expenses and charges being herein called "bond service charges"). Such payments shall be made to the County in annual installments that shall be due and payable at least thirty days prior to the day of the month specified in the Bonds as the annual principal maturity date thereof. Such annual installments shall be so paid in each year if any principal or noncapitalized interest on the Bonds falls due during the twelve-month period beginning on such principal maturity date in said year, and the aggregate amount of the installments so due and payable shall be at least sufficient to pay all principal and interest thus falling due and all bond service charges then due and payable. The County Agency, within thirty days after delivery of the Bonds to the purchaser, shall furnish the treasurer of the Township with a schedule of the principal of and interest on the Bonds, and the County Agency also, at least thirty days before each payment is due to be made by the Township, shall advise the treasurer of the amount payable to the County on such date. If the Township fails to make any payment to the County when due, the same shall be subject to a penalty of 1% thereof for each month or fraction thereof that such amount remains unpaid after due. Failure of the County Agency to furnish the schedule or give the notice as above required shall not excuse the Township from the obligation to make payment when due. Payments shall be made by the Township when due whether or not the Project has then been completed or placed in operation. The foregoing obligations shall apply to all Bonds issued by the County to defray the municipal cost of the Project.

7. If the Township shall pay the municipal cost of the Project, or any portion thereof, prior to the issuance of the Bonds, the obligations of the Township shall be adjusted accordingly. The Township may pay in advance of maturity all or any part of an annual installment due the County on the Bonds by surrendering to the County bonds issued hereunder of a like principal amount maturing in the same calendar year.

8. The proceeds of sale of the Bonds shall be used solely and only to pay the municipal cost of the Project, and after completion thereof and payment of all costs in connection therewith, any surplus remaining from the sale of the Bonds shall be (1) used to purchase the Bonds on the open market or (2) retained by the County Agency as a reserve for the payment of the Bond principal and interest maturities next falling due, and in such event the contract obligation of the Township in respect to the Bonds or such maturities shall be reduced by the principal amount of Bonds so purchased or of said reserve, said reduction, in case of the purchase of Bonds, to be applied as to year in accordance with the year of the maturity of the Bonds so purchased. Any Bonds so purchased shall be canceled. In the alternative, such surplus may be used, on request of the Township and approval by the County Agency, to provide additional water supply facilities in the Township.

9. The Township, pursuant to the authorization of Section 5a of Act 342, hereby pledges its full faith and credit for the prompt and timely payment of its obligations expressed in this contract and each year shall levy a tax in an amount that, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay its obligations under this contract becoming due before the time of the following year's tax collections; Provided, however, that the annual tax levy may be reduced by the amount of special assessment installments, principal and interest, and water supply system revenues reasonably anticipated to be collected and available for the payment of such obligations and by the amount of cash or other funds that the Township has on hand (or to its credit in the hands of the County) and available for the payment

of such obligations. The governing body of the Township each year, at least 90 days prior to the final date provided by law for the making of the annual tax levy, shall submit to the County Agency a written statement setting forth the amount of its obligations to the County that become due and payable under this contract prior to the time of the next following year's tax collections, the amount of the funds that the Township has or will have on hand (or to its credit in the hands of the County) that are or will be available for payment of its obligations to the County and the amount of the taxes next proposed to be levied for the purpose of raising money to meet the obligations. The County Agency shall review such statement promptly and, if it finds that the proposed tax levy is insufficient after taking into account such other available funds, it shall so notify the governing body, and the Township covenants and agrees that it will increase its levy to such extent as may be required by the County Agency. Taxes levied by the Township for the payment of its obligations to the County pursuant to this contract shall be subject to applicable statutory and constitutional tax limitations.

10. In the event that the Township shall fail for any reason to pay to the County Agency at the times herein specified the amounts herein required to be paid, the state treasurer or other official charged with the disbursement of unrestricted state funds returnable to the Township pursuant to the Michigan constitution hereby is authorized to withhold sufficient funds to make up any default or deficiency in funds. In addition to the foregoing, the County shall have all other rights and remedies provided by law to enforce the obligations of the Township to make payments in the manner and at the times required by this contract. It is specifically recognized by the Township that the payments required to be made by it pursuant to the terms of this contract are to be pledged for the payment of the principal of and interest on bonds to be issued by the County, and the Township covenants and agrees that it will make its required payments to the County promptly and at the times herein specified, without regard as to whether the Project herein contemplated is actually completed or placed in operation; provided, only that

nothing herein contained shall limit the obligation of the County to perform in accordance with the covenants contained herein.

11. No change in the jurisdiction over territory in the Township shall in any manner impair the obligations of this contract. In the event all or any part of the territory of the Township is incorporated as a new municipality or is annexed to or becomes a part of the territory of another municipality, the municipality into which such territory is incorporated or to which such territory is annexed, shall assume the proper proportionate share of the contractual obligations and right to have water supply service from the Project for the territory that is taken, based upon a division determined by the County Agency that shall make such determination after taking into consideration all factors necessary to make the division equitable, and in addition, prior to such determination, shall receive a written recommendation as to proper division from a committee composed of one representative designated by the governing body of the Township from which the territory is taken, one designated by the governing body of the new municipality or the municipality annexing such territory, and one independent registered engineer appointed by the County Agency. The Township and the municipality shall appoint their representatives within fifteen (15) days after being notified to do so by the County Agency and within a like time the County Agency shall appoint the engineer third member. If either the Township or the municipality shall fail to appoint its representative within the time above provided, the County Agency may proceed without the recommendation. If the committee shall not make its recommendation within forty-five (45) days after its appointment or within any extension thereof by the County Agency, the County Agency may proceed without a recommendation of the committee.

12. The County shall not be obligated to acquire or construct any facilities other than those described in paragraph 2 hereof. The responsibility for providing any additional facilities as may be needed shall be that of the Township which shall have the right to cause to be



constructed and maintained, either directly or through the County, such necessary additional facilities.

13. After completion, the operation and maintenance of the Project shall be in accordance with applicable agreements pertaining to the operation and maintenance of water supply facilities in the Township. The parties agree that all premises located within the service area of the Project will be served on an equal and ratable basis and no preference shall be given to one portion of the service area over any other portion of the service area. The parties agree that the Project will be operated in a manner which will assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.

14. The parties hereto agree that the costs and expenses of any lawsuits arising directly or indirectly out of this contract or the construction or financing of the Project, to the extent that such costs and expenses are chargeable against the County or the County Agency, shall be deemed to constitute a part of the cost of the Project and shall be paid by the Township in the same manner as herein provided with respect to other costs of the Project. In the event of such litigation, the County Agency shall consult with the Township and shall retain legal counsel agreeable to the County and the Township to represent the County; provided that if the County and the Township cannot agree as to such representation within a reasonable time, the County Agency shall exercise its discretion as to the retention of such counsel. This paragraph 14 shall not apply to a lawsuit instituted by the Township to enforce its rights under this contract.

15. If Bonds are not sold to finance the acquisition and construction of the Project within one year from the date of this contract through no fault of the County or if the Project is abandoned for any reason, the Township shall pay all engineering, legal and other costs and expenses incurred by the County Agency in connection with the Project and the Township shall be entitled to all plans, specifications and other engineering data and materials. The provisions



of this Section 15 may be waived or extended, either before or after the expiration of the one year period, by resolutions of the governing body of the Township and the Board of Commissioners of the County.

16. All powers, duties and functions vested by this contract in the County shall be exercised and performed by the County Agency, for and on behalf of the County, unless otherwise provided by law or in this contract. The County Agency, prior to the submission of County financial information to a rating agency, shall consult with the Controller/Administrator and the County Treasurer with respect to the accuracy of such information.

17. In the event that any one or more of the provisions of this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

18. The County and the Township recognize that the holders from time to time of the bonds issued by the County under the provisions of Act 342, and secured by the full faith and credit pledges of the Township to the payment of the principal of and interest on the Bonds as set forth in this contract, will have contractual rights in this contract, and it is covenanted and agreed by each of them that so long as any of the Bonds shall remain outstanding and unpaid, the provisions of this contract shall not be subject to any alteration or revision that would affect adversely either the security for the Bonds or the prompt payment of the principal of or interest on the Bonds. The right to make changes in this contract, by amendment, supplemental contract or otherwise, nevertheless is reserved insofar as the same do not have such adverse effect. The Township and the County Agency further covenant and agree that they will comply with their respective duties and obligations under the terms of this contract promptly, at the times and in the manner herein set forth and will not suffer to be done any act that would in any way impair

the Bonds, the security therefor or the prompt payment of the principal thereof and the interest thereon. It is declared that the terms of this contract, insofar as they pertain to the security of any Bonds, shall be deemed to be for the benefit of the holders of the Bonds.

19. This contract shall become effective after approval by the governing body of the Township and the Board of Commissioners of the County, execution by the authorized officials of the parties and the expiration of 45 days after the date of publication of the notice required by Section 5b of Act 342; Provided, however, that if, within the 45-day period, a proper petition is filed with the Township Clerk of the Township in accordance with the provisions of Section 5b of Act 342, this contract shall not become effective until approved by the vote of a majority of the electors of the Township qualified to vote and voting thereon at a general or special election. This contract shall terminate forty (40) years from its date or on such earlier date when the Township is not in default hereunder and the principal, interest and bond service charges on the Bonds issued as hereinabove described are fully paid and discharged. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing herein contained, however, shall require the County to finance the Project if it is unable to sell the Bonds to finance the same. This contract may be executed in any number of counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed and delivered by their respective duly authorized officers, all as of the day and year first above written.

COUNTY OF OTTAWA

By: Its Board of County Road Commissioners as  
County Agency

By: \_\_\_\_\_  
Chairman

And: \_\_\_\_\_  
Member

And: \_\_\_\_\_  
Member

TOWNSHIP OF CROCKERY

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Township Clerk

## Exhibit A

### Crockery Township Water Supply System 2024 Improvements

#### Project Description and Map

The project will connect two parts of the Crockery Township Water Supply System. The water main will increase System reliability, and the existing meter station will be relocated and upgraded. The improvements include the following:

- 6,900 feet of 6-inch and 12-inch water main, including valves, fittings, hydrants and other appurtenances.
- 100 feet of bore & jack at M-104 at 136<sup>th</sup> Avenue.
- One meter station building that will include a meter, a control valve, and the necessary controls, instrumentation, and other appurtenances, located on Leonard Road.



**Exhibit B**

Crockery Township Water Supply System 2024 Improvements

Project Cost Estimate

Water Mains	\$ 1,755,000.00
Meter Station	\$ 625,000.00
Engineering	\$ 354,000.00
Contingencies	\$ 238,000.00
Total Project Cost	\$ 2,972,000.00
Cost of Issuance	\$ 82,000.00
Underwriter's Discount	\$ 53,000.00
TOTAL	\$ 3,107,000.00

Less: Estimated Costruction

Fund Interest Earnings	\$ (2,000.00)
Less: ARPA funds	\$ (450,000.00)
Bond Amount Required	\$ 2,655,000.00

# Action Request

Electronic Submission – Resolution #: 2497



**Committee:** BOARD OF COMMISSIONERS

**Meeting Date:** 11/26/2024

**Requesting Department:** FISCAL SERVICES

**Submitted By:** KAREN KARASINSKI

**Agenda Item:** 2024 WYOMING WATER SYSTEM IMPROVEMENTS BOND ISSUE

## Suggested Motion:

To approve the resolution authorizing the sale of the Wyoming Water System: 2024 Water System Improvements Bond Issue

## Summary of Request:

Please see attached memo from Patrick Staskiewicz, P.E., Public Utilities

## Financial Information:

Total Cost: **N/A**

General Fund Cost: **N/A**

Included in Budget: **N/A**

If not included in Budget, recommended funding source:

**N/A**

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

## Action is Related to Strategic Plan:

Goal:

## Administration:

Recommended by County Administrator:

11/21/2024 11:06:43 AM

Committee/Governing/Advisory Board Approval Date:



*Since 1911*

**Ottawa County Road Commission**

14110 Lakeshore Drive  
Grand Haven, Michigan 49417  
(616) 842-5400  
[info@ottawacore.com](mailto:info@ottawacore.com)

**MEMORANDUM**

To: Mr. Ben Wetmore, Interim County Administrator

From: Patrick J. Staskiewicz, P.E., Public Utilities Director

Date: October 22, 2024

Re: Wyoming Water System: 2024 Water System Improvements Bond Issue

Ottawa County obtains water supply from the Wyoming Water System (System). When large capital projects are required in the System, Ottawa County, on behalf of the municipalities served by the System, has sold bonds to spread out the cost for a more stable water rate. I am contacting you today because we have a project that requires a new bond issue, and this will require action by Ottawa County. Attached for your consideration is a resolution that will authorize and direct the Clerk to publish a notice of intent to issue bonds in an amount not to exceed \$37,600,000 to finance the Project (described below), which step is required by State law before the County may authorize issuance of the bonds.

**Background Information on the Wyoming-Ottawa County System**

The City of Wyoming – Ottawa County Water System was established in 1964 and provides water supply for the Ottawa County Townships of Georgetown, Holland, Jamestown, Zeeland, Park, Olive, Blendon, Port Sheldon and the City of Hudsonville. The City of Wyoming provides water to itself, and the Kent County communities of the Cities of Grandville and Kentwood, and the Townships of Byron and Gaines.

The original system consisted of an intake and pumping station, a 32 million gallon per day water treatment plant, all located in Park Township, and a water transmission main in New Holland Street. Additional plant expansion in 1972 increased the capacity to 64 million gallons per day (mgd). A major expansion project in 1988 increased capacity to 90 mgd as well as constructing a parallel water transmission main in Ransom Street part way across the County. This pipeline was completed into the City of Wyoming in 1995. In 2002, the plant capacity was increased to 120 mgd, but the raw water system was limited to 110 mgd. In 2016, limitations to high service pumping capacity were identified and the Wyoming capacity was reduced to 104 mgd.

Ottawa County currently has 43% beneficial ownership in the Wyoming Water System. We are required to contribute funds for our share of major capital improvements. Wyoming has advised us of a new project for 2024 that will require the sale of County bonds to fund.

**2024 Water System Improvements**

The 2024 Water System Improvements (Project) is the first phase of a multi-phased project to extend a third transmission main from the City of Wyoming Donald K Shine Water Treatment Plant to the Gezon Pumping Station. The first phase consists of the construction of transmission main piping and valves from the WTP to approximately 9 miles east, as well as installation of a surge suppression system at the Water Treatment Plant, as detailed in the attached map. This Project will increase System capacity to approximately 115 mgd. The Project includes the following:

- 64,000 feet of 60-, 54-, 48-, and 42-inch water transmission main



- 400 feet of trenchless casing installation beneath Railroad and Highway
- Ten 42-inch and greater ball and butterfly valves
- Cathodic protection system to prevent pipe corrosion
- 28,000 feet of asphalt road reconstruction
- 22,000 feet of gravel road reconstruction
- Five 32,000-gallon hydro-pneumatic surge tanks
- Yard and pipe gallery piping and valving, mechanical, and electrical as necessary to support surge tanks
- Surge tank building enclosure

The cost of the Project is as follows:

**Third Transmission Main:**

Phase One Construction	\$	61,200,000.00
Engineering, Administration and Contingencies	\$	15,300,000.00

**Surge Suppression System:**

Construction	\$	7,100,000.00
Engineering, Administration and Contingencies	\$	1,800,000.00

<b>Total Project Cost</b>	\$	<b>85,400,000.00</b>
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<b>Ottawa County 43% Allocation of Project Cost</b>	\$	<b>36,722,000.00</b>
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Surplus funds on hand	\$	1,451,914.75
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<b>Remaining to allocate</b>	\$	<b>35,270,085.25</b>
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Ottawa County Project Cost	\$	35,270,085.25
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Less Cash Contribution - City of Hudsonville	\$	1,343,278.60
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Ottawa County Project Cost to Finance	\$	33,926,806.65
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Rounding	\$	1,193.35
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Ottawa County Cost of Issuance	\$	327,000.00
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Underwriter's Discount	\$	550,000.00
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<b>Ottawa County - Total Financed Cost</b>	\$	<b>34,805,000.00</b>
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<b>Amount of Bonds to be Issued</b>	\$	<b>34,805,000.00</b>
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## Rate Impact

This new bond issue will add about \$2,670,000 per year to the annual debt requirements. The impact of this Project will be an increase in the wholesale water rate of about \$0.43 per 1000 gallons, or approximately 26.1%. This rate increase would take place on July 1, 2025.

## Act 34 vs Act 342 Financing

Due to the recent delay in financing this summer, our Financial Advisor and Bond Counsel discussed options to reduce the time needed to finance. While we typically have used Act 342 to finance projects, Act 34 allows us to finance water and wastewater improvements through direct financing by the County on a timelier schedule, provided the county has the authority to set the rates. Act 34 has been used successfully on the east side of the state where property values and county debt capacity are similar to Ottawa County, so Ottawa County also qualifies for this type of financing. The primary difference in timing between the



two options is that only the county pledges its full faith and credit under Act 34, and publishes a notice of intent providing for a referendum period; and the county and each unit of government (nine in our situation) are required to pledge their full faith and credit under Act 342, and each unit of government must publish a notice of intent providing for a referendum period. As a result, we can finance in about 3 months with Act 34, versus 5 to 6 months with Act 342.

The primary source of payment for the bonds in either situation is through rates and charges to the users of the System. If a problem arises and we cannot make a payment from rates and charges, Ottawa County will step in to temporarily make the payment while we start collection proceedings. This is the same with either option of financing. However, under Act 342, each local unit is also bound by contract to specifically pay amounts to meet the debt requirements related to the project described in the bond contract. Under Act 34, the county relies on its authority to set rates and charges to meet debt requirements.

### **Approval By Local Units of Government**

Since we have traditionally used an Act 342 contract for each project, we needed to create a new agreement with the nine units of government in order to use Act 34 to issue the bonds. The 2024 Water Supply System Improvement Agreement (Agreement) is intended to be a global agreement that can be used for the Project and future projects. This will also restate our current authority to set the water rates for users of the System and address how we intend to charge and collect for the revenue required to pay all expenses related to the System. We have attached a draft of the Agreement, for your information. This Agreement is being reviewed by the attorneys representing the local units, which may result in some minor changes. We hope to complete the final draft of the Agreement sometime in November so we can schedule approval by the ten units of government (Ottawa County Road Commission plus the nine municipalities).

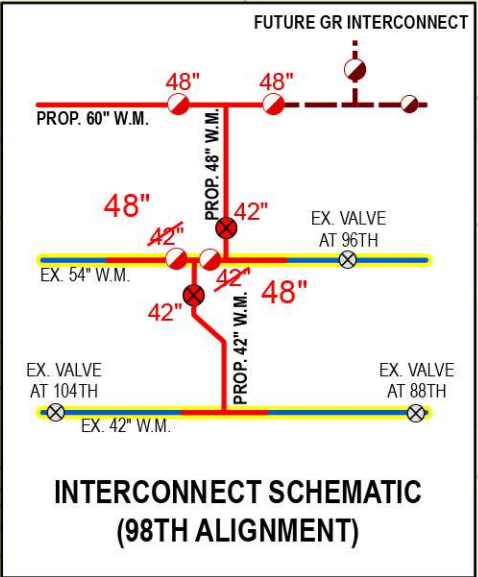
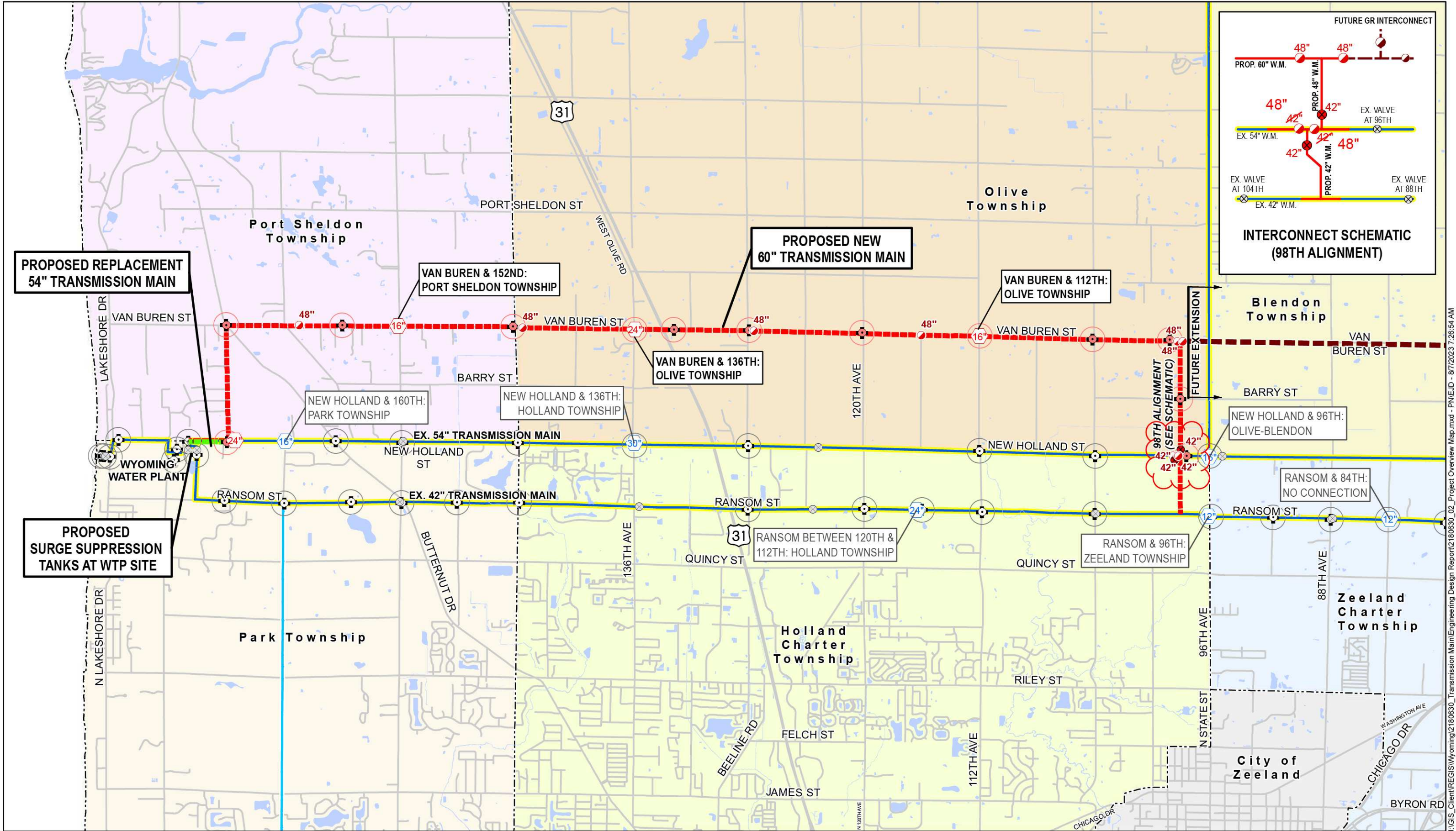
The approval of this Agreement will be parallel to the Act 34 financing, due to the required financing schedule. We will not proceed with financing until the Agreement with the local units is fully executed. If, for any reason, we cannot execute the Agreement, Wyoming is prepared to finance the entire Project on their own and charge us accordingly, which we would pass along to the local municipalities.

### **Attachments**

Attached to this memorandum are the following:

- 1) Map 2: Project Overview Map
- 2) The resolution authorizing the bond issue.
- 3) The draft 2024 Water Supply System Improvements Agreement.





- LEGEND**
- |                                            |                                    |                                           |                                  |
|--------------------------------------------|------------------------------------|-------------------------------------------|----------------------------------|
| ● Prop. Ball Valve                         | ⊕ Prop. Hydrant                    | --- Future Transmission Main Route        | ⊗ Ex. City of Wyoming Ball Valve |
| ● Prop. Butterfly Valve                    | ⊕ Prop. Hydrant                    | --- Ex. City of Wyoming Transmission Main | ⬡ Ex. Customer Connection        |
| ⬡ Prop. Customer Connection                | --- Proposed New Transmission Main | --- Ex. City of Holland 30" Interconnect  | ⊕ Ex. City of Wyoming Hydrant    |
| --- Proposed Replacement Transmission Main |                                    |                                           |                                  |



RE: NOTICE OF INTENT TO ISSUE BONDS

Submitted by Commissioner \_\_\_\_\_:

Mr. Chairman, Ladies, and Gentlemen:

I offer the following resolution:

WHEREAS, pursuant to the provisions of Act No. 342, Public Acts of Michigan, 1939, as amended (“Act 342”), the Board of Supervisors of the County of Ottawa (the “County”) authorized and directed that there be established, maintained and operated a countywide system or systems of water and sewer improvements and services and designated the Board of County Road Commissioners of the County to be the agency of the County for the purposes set forth in Act 342; and

WHEREAS, the County has determined that it is necessary to acquire, construct and finance improvements to the portion of the facilities of the City of Wyoming Water Supply System in which the County has an interest (that portion of the City of Wyoming Water Supply System in which the County has an interest hereinafter referred to as the “System”), in order to promote the health and welfare of the residents served by the System, which improvements shall consist of the first phase of a multi-phased project to extend a third transmission main from the City of Wyoming Donald K Shine Water Treatment Plant to the Gezon Pumping Station, and shall include, without limitation, the construction of transmission main piping and valves from the WTP to approximately 9 miles east, as well as installation of a surge suppression system at said Water Treatment Plant, as well as all work necessary and incidental to these improvements, including without limitation the restoration of property, streets, rights-of-way, and easements affected by the improvements (collectively, the “Project”); and

WHERESS, the County has determined that the Project can be financed most economically and efficiently by the County through the exercise of the powers conferred by Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”); and

WHEREAS the County is authorized pursuant to the terms of Act 34 to issue its bonds to finance the cost of the acquisition and construction of the Project, which bonds will be secured by revenues of the System and the County's full faith and credit pledge; and

WHEREAS it is anticipated that the County will advance all or a portion of the costs of the Project prior to the issuance of the bonds, such advance to be repaid from proceeds of the bonds upon the issuance thereof; and

WHEREAS Section 1.150-2 of the Treasury Regulations on Income Tax (the "Reimbursement Regulations") specifies conditions under which a reimbursement allocation may be treated as an expenditure of bond proceeds, and the County intends by this resolution to qualify amounts advanced by the County to the Project for reimbursement from proceeds of the bonds in accordance with the requirements of the Reimbursement Regulations; and

WHEREAS, a notice of intent to issue the Bonds must be published in order to comply with the requirements of Section 517(2) of Act 34.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Ottawa, Michigan, as follows:

1. The Project shall consist of the capital improvements described in the preamble hereto.
2. The County hereby declares its official intent to issue its limited tax general obligation bonds in one or more series in the aggregate principal amount of not to exceed \$37,600,000 to finance all or part of the cost of the Project. The County hereby declares that it reasonably expects to seek reimbursement for its advances to the Project as anticipated by this resolution.
3. The Clerk is hereby instructed to publish the notice attached hereto as Exhibit A once in a newspaper of general circulation in the County, which notice shall not be less than ¼ page in size in such newspaper, with such changes as the Clerk shall deem necessary or appropriate, upon the advice of bond counsel.
4. The Bonds shall be authorized by proper proceedings of the County subsequent to this resolution.
5. All prior resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

YEAS: \_\_\_\_\_  
\_\_\_\_\_  
NAYS: \_\_\_\_\_  
\_\_\_\_\_  
ABSENT: \_\_\_\_\_  
\_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN     )  
                                      )ss  
COUNTY OF OTTAWA     )

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County of Ottawa at a regular meeting held on \_\_\_\_\_, 2024, the original of which resolution is on file in my office. I further certify that notice of said meeting was given and the meeting was conducted in accordance with the provisions of the Open Meetings Act.

---

Clerk  
County of Ottawa

*Note: This notice must be not less than ¼ page in size in the newspaper.*

EXHIBIT A

NOTICE OF INTENT TO ISSUE BONDS  
BY THE COUNTY OF OTTAWA, MICHIGAN

TO THE ELECTORS OF THE COUNTY OF OTTAWA, MICHIGAN:

NOTICE IS HEREBY GIVEN that the County of Ottawa, Michigan (the “County”), intends to issue limited tax general obligation bonds, in one or more series, in the aggregate principal amount of not to exceed \$37,600,000 for the purpose of defraying all or part of the cost of acquiring, constructing and installing improvements and facilities to the portion of the City of Wyoming Water Supply System that serves the users of said Water Supply System within the County (that portion of the City of Wyoming Water Supply System in which the County has an interest hereinafter referred to as the “System”), which improvements shall consist of the first phase of a multi-phased project to extend a third transmission main from the City of Wyoming Donald K Shine Water Treatment Plant to the Gezon Pumping Station, and shall include, without limitation, the construction of transmission main piping and valves from the WTP to approximately 9 miles east, as well as installation of a surge suppression system at said Water Treatment Plant, as well as all work necessary and incidental to these improvements, including without limitation the restoration of property, streets, rights-of-way, and easements affected by the improvements.

The bonds of any series will be payable in annual principal installments not to exceed twenty (20) in number and will bear interest from their date at a rate or rates to be determined at competitive and/or negotiated sales but in no event to exceed such rates as may be permitted by law.

The bonds will be issued under and pursuant to the provisions of Act No. 34, Public Acts of Michigan, 2001, as amended, and the principal of and interest on the bonds are expected to be paid from revenues of the System. In addition, the full faith and credit of the County will be

pledged to pay the principal of and interest on the bonds as the same shall become due. The County will be obligated, as a first budget obligation, to advance moneys from its general funds or to levy ad valorem taxes on all taxable property within its corporate boundaries to pay the principal of and interest on the bonds as the same shall become due to the extent that the revenues of the System are not sufficient for such purpose; provided, however, that the ability of the County to raise such moneys is subject to applicable constitutional and statutory limitations on the taxing power of the County. Sources of repayment of the principal of and interest on the bonds may also include any other monies lawfully available for the repayment thereof.

#### RIGHT TO PETITION FOR REFERENDUM

This notice is given, by order of the Board of Commissioners of the County of Ottawa, to and for the benefit of the electors of the County of Ottawa in order to inform them of their right to petition for a referendum upon the question of the issuance of the aforesaid bonds. The bonds will be issued, without submitting such a question to a vote of the electors, unless within 45 days after the date of publication of this notice a petition requesting a referendum upon such question, signed by not less than 10% or 15,000 of the registered electors residing within the County of Ottawa, whichever is the lesser, shall have been filed with the undersigned County Clerk. In the event that such a petition is filed, the bonds will not be issued unless and until the issuance thereof shall have been approved by the vote of a majority of the electors of the County of Ottawa qualified to vote and voting thereon at a general or special election.

#### FURTHER INFORMATION

Further information relative to the issuance of said bonds and the subject matter of this notice may be secured at the office of the County Clerk of the County, 12220 Fillmore Street, Room 130, West Olive, Michigan 49460, or [countyclerk@miottawa.org](mailto:countyclerk@miottawa.org).

This notice is given pursuant to the provisions of Act 34.

Justin F. Roebuck  
County Clerk  
County of Ottawa



4868-5621-6291 v1 [9232-204]

COUNTY OF OTTAWA

2024 WATER SUPPLY SYSTEM IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made as of August 1, 2024, by and among the COUNTY OF OTTAWA, a Michigan county corporation (hereinafter called the “County”) by and through its Board of County Road Commissioners, the TOWNSHIP OF BLENDON, a Michigan general law township located in the County (“Blendon”), the CHARTER TOWNSHIP OF GEORGETOWN, a Michigan charter township located in the County (“Georgetown”), the CHARTER TOWNSHIP OF HOLLAND, a Michigan charter township located in the County (“Holland”), the CHARTER TOWNSHIP OF JAMESTOWN, a Michigan charter township located in the County (“Jamestown”), the TOWNSHIP OF OLIVE, a Michigan general law township located in the County (“Olive”), the TOWNSHIP OF PARK, a Michigan general law township located in the County (“Park”), the TOWNSHIP OF PORT SHELDON, a Michigan general law township located in the County (“Port Sheldon”), the CHARTER TOWNSHIP OF ZEELAND, a Michigan charter township located in the County (“Zeeland”), and the CITY OF HUDSONVILLE, a Michigan home rule city located in the County (“Hudsonville”) (Blendon, Georgetown, Holland, Jamestown, Olive, Park, Port Sheldon, Zeeland, and Hudsonville are hereinafter sometimes individually referred to as a “Municipality” and collectively as the “Municipalities”);

W I T N E S S E T H:

WHEREAS, pursuant to Act 342, Public Acts of Michigan, 1939, as amended (hereinafter sometimes referred to as “Act 342”), the Board of Supervisors of the County made the provisions of Act 342 applicable to the County, authorized and directed that there be established, maintained and operated under the provisions of Act 342 a county-wide system or systems of water and sewer improvements and services, and designated the Board of County Road Commissioners of the

County (hereinafter sometimes referred to as the “County Agency”) to be the agency of the County for the purposes set forth in Act 342; and

WHEREAS, under and by the terms of Act 342, the County is authorized through its County Agency to acquire a water supply system within the County and to improve, enlarge, extend, operate and maintain the same, and the County and the Municipalities are authorized to enter into a contract for the acquisition, enlargement or extension of such water supply system and for the payment of the cost thereof in cash from available funds and/or as rates, charges, or assessments from the users and beneficiaries of the improvements, facilities, and services, or from any other funds available; and

WHEREAS, the County has acquired for the benefit of the Municipalities 43% of the production capacity in water supply facilities acquired and constructed by the City of Wyoming to take water from Lake Michigan and to transport the water across the County to the City of Wyoming (said water supply facilities hereinafter referred to as the “Wyoming System”); and

WHEREAS, it is proposed that the Wyoming System be improved by the construction of additional water supply facilities (hereinafter referred to as the “2025 Project”) and that the County pay 43% of the cost of the 2025 Project to satisfy its obligation to the City of Wyoming; and

WHEREAS, it is anticipated that the Wyoming System will be improved by the construction of additional water supply facilities in the future (the 2025 Project and such additional future projects collectively referred to as the “Future Projects”), that the County may have to acquire additional capacity in the Wyoming System in the future to meet the needs of the Municipalities and that the County will pay an agreed-upon portion of the Future Projects to satisfy its obligations to the City of Wyoming; and

WHEREAS, the parties hereto have concluded that the Ottawa County cost of Future Projects can be provided and financed most economically and efficiently by the County through the exercise of the powers conferred by Act 342, and especially Section 5 thereof; and

WHEREAS, the County and the City of Wyoming, previously entered into the City of Wyoming – Ottawa County Restated Water Supply Agreement, dated May 5, 1988 (the “Existing Wyoming Agreement”); and

WHEREAS, the Municipalities previously entered into an agreement with the County entitled 1988 Water Supply System Contract, dated April 1, 1988, pertaining to use of the Wyoming System by the Municipalities; and

WHEREAS, the County is negotiating an updated agreement (the “Superseding Wyoming Agreement”) to replace the Existing Wyoming Agreement that may change how the wholesale water rate charged to Ottawa County will be calculated; and

WHEREAS, in order to allow for a cash contribution by one or more of the Municipalities in place of a component added to the water rate charged by the County to the Municipalities (which include the rates established by Wyoming as well as one or more rate components established by the County to pay its costs and expenses associated with the Wyoming System including those associated with the Future Projects), the County shall have the authority to establish, charge and collect from the Municipalities the wholesale water rates for the Wyoming System, which shall include the rates established by Wyoming as well as one or more components to pay the costs and expenses associated with existing obligations and with the costs and expenses associated with the County’s share of the Future Projects; and

WHEREAS, the County and Municipalities agree that they do not want to delay the 2025 Project until negotiation and approval of the Superseding Wyoming Agreement are completed in

order to provide for change in the County's protocol for setting wholesale rates to be paid by the Municipalities; and

WHEREAS, in order to provide for the acquisition and construction of the Future Projects, the maintenance and potentially necessary expansion of the County's interest in the production capacity of the Wyoming System, the payment of the County's obligations with regard to the Future Projects and to provide for other matters relative to the Wyoming System, it is necessary for the County and the Municipalities to enter into this Agreement; and

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. The County and the Municipalities hereby approve and agree to the acquisition and construction of the 2025 Project and the payment by the County to the City of Wyoming of 43% of the cost of the 2025 Project in order for the County to maintain on behalf of the Municipalities 43% of the production capacity of the Wyoming System. A description of the 2025 Project is set forth on Exhibit A-1 attached hereto and a map showing the location of the 2025 Project is set forth on Exhibit A-2 attached hereto.

2. The County's cost of the Future Projects shall include the payments to be made by the County to the City of Wyoming equal to the cost of acquiring and constructing the County's interest in such Future Projects, and all other costs incurred by the County in connection with Future Projects. Each Municipality shall pay to the County its share of the County's cost of the Future Projects as determined by the County Agency on the date or dates as specified by the County Agency. Pursuant to Section 5 of Act 342, each Municipality may raise the amounts required to be paid to the County under this Agreement from rates, charges, or assessments from the users and beneficiaries of the Wyoming System within the respective Municipality, or by levy upon the taxable property of such Municipality. So long as each Municipality timely makes all

payments to the County required by this Agreement, each such Municipality may establish, with the consent of the County Agency, the rates, charges and assessments to water customers in its jurisdiction for services provided by the Wyoming System. Each Municipality acknowledges, however, that the County Agency shall have all rights provided by Act 342, particularly Sections 3, 4 and 5, to establish such rates, charges and assessments and to enforce collection thereof.

3. The County Agency will establish and charge to the Municipalities, and the Municipalities shall pay to the County, various rate components for the various Future Projects (hereinafter the “Future Project Charge(s)”) on the terms described in this Agreement. Such rate components will be in addition to the rates established by the City of Wyoming and charged to the Municipalities through the County. Each particular Future Project Charge will only apply to those Municipalities that do not pay cash upfront for the entirety of their respective allocation of the costs and expenses associated with that particular Future Project. The Future Project Charge for each particular Future Project shall be paid by each Municipality to which it applies, or where they are part of a multi-municipality local water supply system (“Combined Local Supply System”), by such system, to the County on the schedule established by the County Agency.

4. Any Municipality desiring to pay cash in lieu of an additional rate component for any particular Future Project shall pay to the County its allocation of that Project as determined by the County Agency in cash on the schedule established by the County Agency. The County Agency shall base such payment schedule on its need to have the funds available to timely deliver required capital improvement funding payments to the City of Wyoming. Hudsonville hereby agrees to pay to the County its allocation of 2025 Project costs as provided herein in cash from available funds by the time and date established by the County Agency.

5. In the event it shall become necessary to increase the estimated County cost of any Future Project for any reason, or if the actual County cost of any Future Project shall exceed the

estimated cost, then (without execution of any further contract or amendment of this Agreement) the governing body of each Municipality shall adopt a resolution approving such increase or excess, or adjustment to rates, and agreeing that the same (or such part thereof as is not available from other sources) shall be defrayed by increased or additional payments to be made by each of the Municipalities to the County in the time and the manner acceptable to the County Agency. In addition, if the County Agency determines an additional amount is reasonably necessary or appropriate to meet a shortfall or fund a reserve, each Municipality agrees to pay the County an additional amount reasonably determined by the County Agency by the date and time established by the County, to be used on behalf of the County's interest in the Wyoming System.

6. The County will deposit all revenue from the Future Project Charges in a fund or account, which shall be used to pay the County's costs and expenses associated with the Future Projects. The County Agency will keep records to allocate all revenue and expenses between the various Future Projects. Any interest earnings from the fund balance will be allocated by the County Agency proportionally between the Future Projects, as appropriate. The County Agency will provide an annual summary of such fund or account to the Municipalities when it establishes the Future Project Charges for the following year. The County Agency will provide any Municipality with a summary of such fund or account between the annual reporting period if requested.

7. A fund balance that includes a component for each of the Future Projects will be created and maintained from the Future Project Charges, as well as other payments required under Section 5 of this Agreement (if any) and any other lawfully available funds as agreed by the parties to this Agreement. Each such fund balance component is intended to be sufficient to timely pay all costs and expenses associated with each corresponding Future Project respectively, with a safety factor for each component. The targeted maximum fund balance for each such component will be the total costs and expenses due for that fiscal year with regard to the corresponding Future



Project, plus a reasonable safety factor determined by the County Agency in its reasonable judgment for each of the Future Projects. Notwithstanding the foregoing, for the last year of any particular fund component, the County Agency may adjust the respective Future Project Charge to draw down the corresponding component of the fund or account.

8. The County Agency is currently negotiating the Superseding Wyoming Agreement with Wyoming which, when complete and effective, may include or necessitate additional changes to the rate making methodology, and the parties to this Agreement acknowledge and agree that notwithstanding any other provision of this Agreement, the County Agency shall adjust its methodology for establishing water rates in its reasonable judgment without amendment of this Agreement to address such included or necessary changes. Any additional rate changes will include provisions intended to generate sufficient revenue to timely pay all costs and expenses associated with the 2025 Project.

9. This Agreement describes how the Parties intend to establish rates and pay for the Future Projects, but in no way seeks to reduce, eliminate or change the parties' respective obligations pursuant to the Existing Wyoming Agreement; any existing bond contracts (including but not limited to each Municipalities' pledge pursuant to Section 5a of Act 342 of its full faith and credit, subject to applicable constitutional, statutory and charter tax limitations, for the prompt and timely payment of its obligations as set forth in Section 9 of certain existing bond contracts); and the 1988 Water Supply System Contract dated April 1, 1988 between and among these same parties (except that as and to the extent that the 1988 Water Supply System Contract and this Agreement may be in conflict, this Agreement shall control).

10. In the event that a Municipality shall fail for any reason to pay to the County Agency at the times specified by the County the amounts herein required to be paid, the County shall have all rights and remedies provided by law to enforce the obligations of each Municipality



to make payments in the manner and at the times required by this Agreement. If a Municipality fails to make any payment required under this Agreement to the County when due, the same shall be subject to a penalty of one and one-half (1½%) percent thereof for each month or fraction thereof that such amount remains unpaid after due. Each Municipality covenants and agrees that it will make its required payments to the County promptly as herein specified, without regard as to whether the Project herein contemplated is actually completed or placed in operation; provided that nothing herein contained shall limit the obligation of the County to perform in accordance with the covenants contained herein.

11. No change in the jurisdiction over territory in a Municipality shall in any manner impair the obligations of this Agreement. In the event all or any part of the territory of a Municipality is incorporated as a new municipality or is annexed to or becomes a part of the territory of another municipality, the municipality into which such territory is incorporated or to which such territory is annexed, shall assume the proper proportionate share of the contractual obligations and right to capacity in the Wyoming System for the territory that is taken, based upon a division determined by the County Agency that shall make such determination after taking into consideration all factors necessary to make the division equitable, and in addition, prior to such determination, shall receive a written recommendation as to proper division from a committee composed of one representative designated by the governing body of the Municipality from which the territory is taken, one designated by the governing body of the new municipality or the municipality annexing such territory, and one independent registered engineer appointed by the County Agency. The Municipality and the new or annexing municipality shall appoint their representatives within fifteen (15) days after being notified to do so by the County Agency and within a like time the County Agency shall appoint the engineer third member. If either the Municipality or the new or annexing municipality shall fail to appoint its representative within the time above provided, the County Agency may proceed without such recommendation. If the committee shall not make its recommendation within forty-five (45) days after its appointment or

within any extension thereof by the County Agency, the County Agency may proceed without such recommendation.

12. The parties anticipate that it may be desirable or necessary for the County to acquire or construct additional facilities in the future in addition to the 2025 Project in order to meet the needs of the Municipalities, and that it may be desirable or necessary for one or more of the Municipalities to acquire or construct additional water facilities to maintain or improve the efficiency of the water system in its or their jurisdiction. To facilitate planning to meet these needs each Municipality shall annually provide a report setting forth its projected water use for the next five and twenty years, or such other time period established by the County Agency from time to time, by March 31 of each year or such other date as may be established by the County from time to time. The County Agency will utilize such projections to develop an annual report, which it will provide to the Municipalities. The County Agency will consult with the Municipalities about any findings or recommendations in its annual report on a mutually agreeable schedule, or if the parties do not arrive on a mutually agreeable schedule in a reasonable period of time, at a meeting scheduled by the County Agency.

13. The parties hereto agree that the costs and expenses of any lawsuits arising directly or indirectly out of this Agreement or the construction or financing of any of the Future Projects, to the extent that such costs and expenses are chargeable against the County or the County Agency, shall be deemed to constitute a part of the County's cost of such Future Project and shall be paid by the Municipalities in the same manner as herein provided with respect to other County costs associated with such Future Project. In the event of such litigation, the County Agency shall consult with the Municipalities and shall retain legal counsel agreeable to the County and the Municipalities to represent the County; provided that if the County and the Municipalities cannot agree as to such representation within a reasonable time, the County Agency shall exercise its

discretion as to the retention of such counsel. This Section shall not apply to a lawsuit instituted by any Municipality to enforce its rights under this Agreement.

14. All powers, duties and functions vested by this Agreement in the County shall be exercised and performed by the County Agency, for and on behalf of the County, unless otherwise provided by law or in this Agreement.

15. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

16. This Agreement shall become effective after its execution by each party hereto. This Agreement shall remain in full force and effect for a period of forty (40) years from the date hereof or such earlier date as all obligations and any future debt with respect to the County's interest in the Wyoming System are paid in full, unless terminated earlier by mutual agreement of the parties hereto in writing. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers, all as of the day and year first above written.

COUNTY OF OTTAWA

By: Its Board of County Road Commissioners as  
County Agency

By: \_\_\_\_\_  
Chairman

And: \_\_\_\_\_  
Member

And: \_\_\_\_\_  
Member

TOWNSHIP OF BLENDON

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Township Clerk

CHARTER TOWNSHIP OF GEORGETOWN

By: \_\_\_\_\_

Supervisor

And: \_\_\_\_\_

Township Clerk

CHARTER TOWNSHIP OF HOLLAND

By: \_\_\_\_\_

Supervisor

And: \_\_\_\_\_

Township Clerk

CHARTER TOWNSHIP OF JAMESTOWN

By: \_\_\_\_\_

Supervisor

And: \_\_\_\_\_

Township Clerk

TOWNSHIP OF OLIVE

By: \_\_\_\_\_

Supervisor

And: \_\_\_\_\_

Township Clerk

TOWNSHIP OF PARK

By: \_\_\_\_\_

Supervisor

And: \_\_\_\_\_

Township Clerk

TOWNSHIP OF PORT SHELDON

By: \_\_\_\_\_

Supervisor

And: \_\_\_\_\_

Township Clerk

CHARTER TOWNSHIP OF ZEELAND

By: \_\_\_\_\_

Supervisor

And: \_\_\_\_\_

Township Clerk

CITY OF HUDSONVILLE

By: \_\_\_\_\_

Mayor

And: \_\_\_\_\_

City Clerk

## **Exhibit A-1**

### **2024 Water Supply System Improvements**

#### **Project Description**

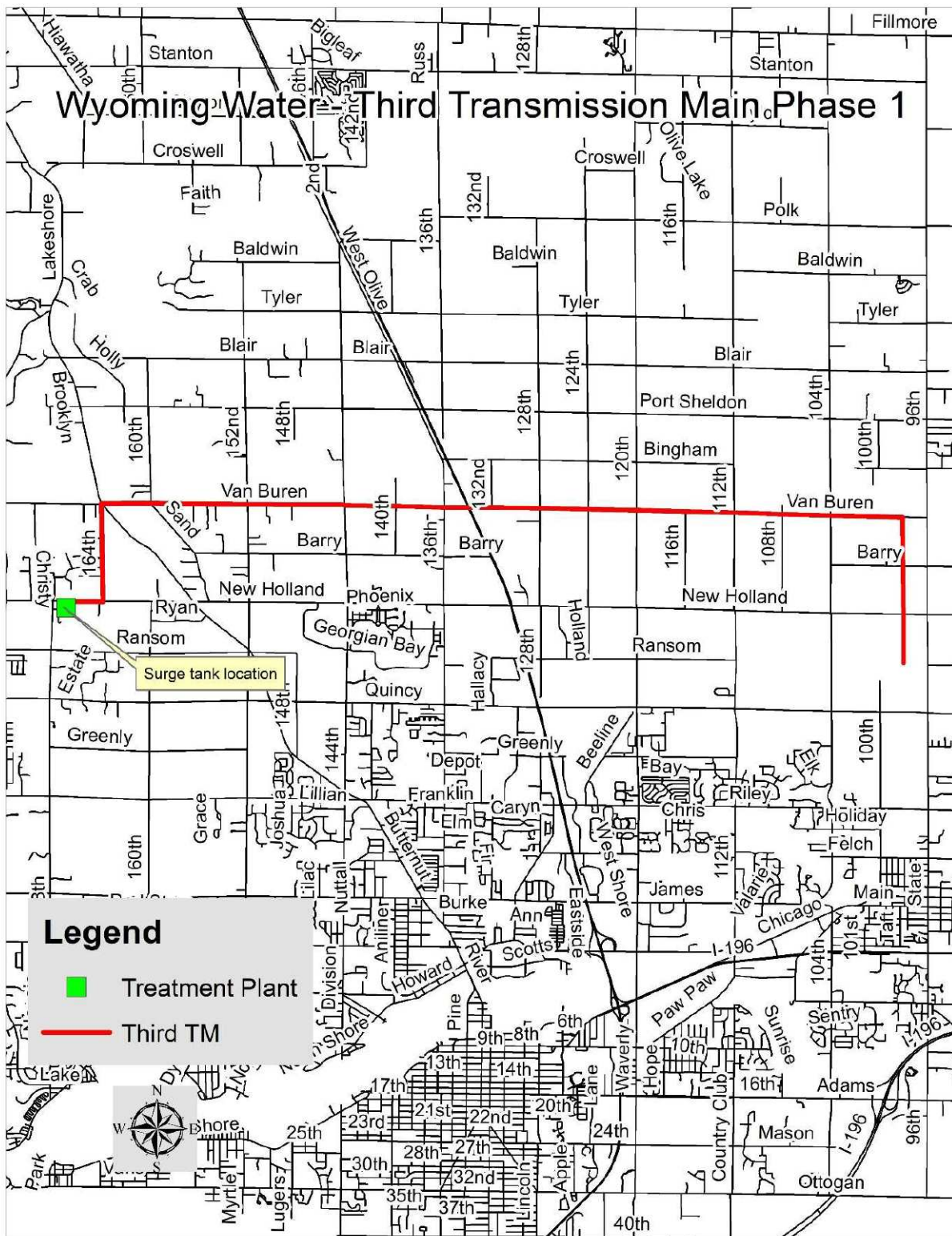
The Project is the first phase of a multi-phased project to extend a third transmission main from the City of Wyoming Donald K Shine Water Treatment Plant to the Gezon Pumping Station. The first phase consists of the construction of transmission main piping and valves from the Wastewater Treatment Plant to approximately 9 miles east, as well as installation of a surge suppression system at the Water Treatment Plant. Improvements include the following:

- 64,000 feet of 60-, 54-, 48-, and 42-inch transmission main
- 400 feet of trenchless casing installation beneath Railroad and Highway
- Ten 42-inch and greater ball and butterfly valves
- Cathodic protection system
- 28,000 feet of asphalt road reconstruction
- 22,000 feet of gravel road reconstruction
- Five 32,000-gallon hydro-pneumatic surge tanks
- Yard and pipe gallery piping and valving, mechanical, and electrical as necessary to support surge tanks
- Surge tank building enclosure



## Exhibit A-2

### 2024 Water Supply System Improvements



# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 11/26/2024

**Requesting Department:** Community Action Agency

**Submitted By:** Jennifer Brozowski

**Agenda Item:** Amend Previous Motion Regarding OCAA Advisory Board Terms

## Suggested Motion:

1) To amend the appointment of Esther Fifelski to the Ottawa County Community Action Agency Advisory Board for a 3-year term from March 26, 2024, to March 26, 2027, rather than from January 1, 2024, to December 31, 2024, in order to comply with the bylaws and policy of the aforementioned advisory board.

2) To amend the appointment of Kenneth Styles to the Ottawa County Community Action Agency Advisory Board for a 3-year term from May 15, 2024 to May 15, 2027, rather than from May 15, 2024 to December 31, 2024, in order to comply with the bylaws and policy of the aforementioned advisory board.

## Summary of Request:

Due to an unfortunate oversight, it was not noticed that the terms for Kenneth Styles and Esther Fifelski were listed incorrectly, showing their term end dates of 12/31/2024, versus 3 years from when they were seated. Esther's term should have begun on the date that she was approved, 3/26/2024 through 3/26/2027 and Kenneth's 5/15/2024 through 5/15/2027. Policy was written in 2023 to expand upon the bylaws and allow for staggered terms to keep some consistency on the Advisory Board and allow newly seated members to keep their seats for 3 full years.

## Financial Information:

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

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 11/26/2024

**Requesting Department:** Administration

**Submitted By:** Jordan Epperson

**Agenda Item:** Amend Previous Motion Regarding LRE Board Terms

## Suggested Motion:

1. To amend the appointment of Dave Parnin to the Lakeshore Regional Entity Substance Abuse Oversight Policy Board for a 3-year term from January 1, 2024, to December 31, 2026, rather than from January 1, 2024, to December 31, 2025, in order to comply with the bylaws and policy of the aforementioned board.
2. To amend the appointment of Richard Kanten to the Lakeshore Regional Entity Substance Abuse Oversight Policy Board for a 3-year term from January 1, 2024, to December 31, 2026, rather than from January 1, 2024, to December 31, 2025, in order to comply with the bylaws and policy of the aforementioned board.

## Summary of Request:

On January 30, 2024, David Parnin and Richard Kanten were appointed to 2-year terms, beginning January 1, 2024, and ending December 31, 2025. However, the bylaws for this oversight policy board provide that the terms of board members are 3 years in length. This amendment is necessary to correct the length of terms for Parnin and Kanten.

## Financial Information:

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

# Action Request

Electronic Submission – Contract # 2456



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 11/26/2024**

**Vendor/3<sup>rd</sup> Party: PEOPLE DRIVEN TECHNOLOGY**

**Requesting Department: INNOVATION & TECHNOLOGY**

**Submitted By: MIKE MORROW**

**Agenda Item: BLUMIRA ANNUAL RENEWAL W/UPGRADE FROM ADVANCED TO SIEM+**

## Suggested Motion:

To approve the contract amendment for the annual renewal and upgrade of the Blumira service from Advanced to SIEM+ Edition with People Driven Technology for year 2 of the 3-year contract, and authorize the appropriate officials to execute the agreement.

## Summary of Request:

Requesting board approval for the Blumira Annual Renewal with an upgrade from Advanced to SIEM+ Edition through People Driven Technology. This is year 2 of a 3-year contract, with enhanced security features included in the upgrade.

## Financial Information:

Total Cost: \$168,810.00

General Fund Cost: \$168,810.00

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:

## Administration:

Recommended by County Administrator:

11/18/2024 12:41:20 PM

Committee/Governing/Advisory Board Approval:

**FIRST CONTRACT AMENDMENT  
CONTRACT FOR SIEM / SOC**

This Amendment (hereinafter “Amendment”) pertains to the Contract for SIEM / SOC executed on November 29, 2023 (hereinafter “Original Contract”). This Amendment and the Original Contract collectively constitute the “Contract” by and between People Driven Technology Inc. (referred to as the “Contractor”), located at 6300 Venture Hills Blvd SW, Bryon Center, MI 49315 and the County of Ottawa, located at 12220 Fillmore St., West Olive, MI 49460 (referred to as the “County”).

**WHEREAS**, the County and Contractor are parties to a Contract for SIEM / SOC effective as of November 29, 2023. Under the Contract, Contractor agrees to provide 1000 licenses of Blumira Advanced Edition for three years to County, 12220 Fillmore St., West Olive, MI 49460.

**WHEREAS**, the parties to this Amendment now desire to make certain amendments to the Contract provided herein, including removal of Blumira SIEM 6 year additional log retention found on Exhibit A of the Original Contract. Additionally, this amendment will replace our Blumira Advanced Edition annual subscription, found on Exhibit A of the Original Contract, with Blumira SIEM+. Finally, this amendment will also add 500 additional licenses.

**NOW, THEREFORE**, in consideration of the mutual provisions, covenants and undertakings set forth in this Amendment and in the Original Contract, and other good and valuable consideration, which is hereby acknowledged, the parties to this Amendment agree as follows:

**1. SCOPE OF WORK:**

The Contractor is to provide Ottawa County with the services for SIEM as described in Exhibit A. These changes are to go into effect October 22, 2024 and are to persist through the end of the Contract October 21, 2026.

**2. PRICING:**

The pricing reflects the services removed and added in this amendment. The additional cost to the County is described in Exhibit A and is to include all conditions defined in the Scope of Work in this amendment. The charges for this additional service will be billed in accordance with the Original Contract.

**3. AMENDMENT TERMS:**

Notwithstanding the foregoing, if the Contractor materially breaches this Agreement and/or its incorporated documents and has failed to cure the defect upon the thirty (30) days' notice, the County may terminate this Agreement upon ninety (90) days' notice.

This Amendment contains all revised terms and conditions agreed upon by the parties. All terms and conditions in the November 29, 2023 Contract that are not inconsistent with the provisions herein shall remain in full force and effect. This Amendment and November 29, 2023 Contract contain the complete expression of the parties' agreement and all other understandings, oral and written, are merged into the Contract.

[Signatures on next page]



**FIRST CONTRACT AMENDMENT  
CONTRACT FOR SIEM AND SOC**

IN WITNESS WHEREOF, this Amendment is executed effective on the latest date set forth below.

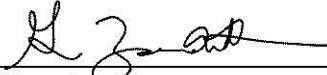
**COUNTY OF OTTAWA**

By: \_\_\_\_\_  
Joe Moss, Chairperson  
Board of Commissioners  
Date \_\_\_\_\_

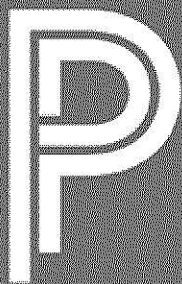
By: \_\_\_\_\_  
Justin F. Roebuck,  
County Clerk/Register  
Date \_\_\_\_\_

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

**PEOPLE DRIVEN TECHNOLOGY INC.**

By:  \_\_\_\_\_  
Signature  
Joe Zanchetta  
Printed Name  
Area Vice President  
Title  
Oct. 10, 2024  
Date

## EXHIBIT A



### **Ottawa County**

Blumira Annual Renewal w/upgrade from Advanced to SIEM+ Edition (Year 2 of 3)

Quote # 011086 v5

October 09, 2024



## Blumira Annual Renewal w/upgrade from Advanced to SIEM+ Edition (Year 2 of 3)

**Prepared by:**

**West Michigan**

Bill Fedak  
248-567-3027  
fedakb@peopledriven.com  
Chris O'Keefe  
okeefec@peopledriven.com

**Prepared for:**

**Ottawa County**

Mike Morrow  
mmorrow@miottawa.org

**Quote Information:**

**Quote #: 011086**

Version: 5  
Delivery Date: 10/09/2024  
Expiration Date: 10/31/2024

### Add-On Trueup

Line	Qty	Part Number	Description	Price	Extended Price
1	500	Add SIEM+ Licensing	Add SIEM+ Licensing	\$112.54	\$56,270.00
				<b>Subtotal:</b>	<b>\$56,270.00</b>

### Full Contract Renewal - Year 2

Line	Qty	Part Number	Description	Price	Extended Price
Coverage Dates: 10/22/24 - 10/21/25					
2	1000	SIEM + Licenses	SIEM + Licenses	\$112.54	\$112,540.00
				<b>Subtotal:</b>	<b>\$112,540.00</b>

### Contract Renewal – Year 3 (not included in total)

Line	Qty	Part Number	Description	Price	Extended Price
Coverage Dates: 10/22/25 - 10/21/26					
3	1500	SIEM + Licenses	SIEM + Licenses	\$112.54	\$168,810.00
				<b>Subtotal:</b>	<b>\$168,810.00</b>

## Blumira Annual Renewal w/upgrade from Advanced to SIEM+ Edition (Year 2 of 3)

### Ship To:

#### Ottawa County

12220 Fillmore Street  
RM 320  
mmorrow@miottawa.org  
West Olive, MI 49460  
Mike Morrow  
(616) 738-4670  
mmorrow@miottawa.org

### Bill To:

#### Ottawa County

12220 Fillmore Street  
RM 320  
mmorrow@miottawa.org  
West Olive, MI 49460  
Mike Morrow  
(616) 738-4670  
mmorrow@miottawa.org

### Quote Information:

#### Quote #: 011086

Version: 5  
Delivery Date: 10/09/2024  
Expiration Date: 10/31/2024

## Quote Summary

Description	Amount
Add-On Trueup	\$56,270.00
Full Contract Renewal - Year 2	\$112,540.00

Total: **\$168,810.00**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

People Driven Technology

Ottawa County

Signature: \_\_\_\_\_

Name: Bill Fedak

Title: Account Executive

Date: 10/09/2024

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **P** ACCEPTANCE OF THE PRICE QUOTE IS MADE ONLY UPON THESE TERMS AND CONDITIONS

**1. PRICING:** Prices for any Products or Services are valid for 30 days therefrom unless otherwise stated.

Customer is responsible for (i) all applicable federal, state or local sales, use or other taxes (except taxes on People Driven Technology, Inc's net income), (ii) shipping or packing charges, (iii) insurance and (iv) any other expenses associated with the sale and transportation, or storage of the Products or tariffs and any similar charges imposed upon or in connection with the Products. The parties agree that all charges included in the price of the Products and Services set forth in the Price Quote are based upon detailed specifications supplied by Customer and any deviation requested by the Customer from such specifications may result in additional charges.

**2. PAYMENT:** Unless otherwise specified in the Price Quote, payment for Products and Services is due net 30 days from the date of invoice. Any requests to satisfy the invoiced payment via a credit card or a prepaid card vendor program will be limited to \$5,000 per invoice.

**3. DELIVERY:** Unless otherwise agreed in writing, the Products shall be shipped and delivered F.O.B. Customer's ship to location set forth in the Price Quote. Unless Customer instructs People Driven Technology, Inc to use a particular carrier on customer's order letter, the Products shall be shipped via a common carrier chosen by People Driven Technology, Inc.

**4. SHORTAGE: CLAIMS AND INSPECTION:** Customer shall have the right to inspect the Products within 48 hours of receipt. Any shortages or other claims in connection with an order must be made in writing and delivered to People Driven Technology, Inc within such 48-hour period or shall be waived.

**5. RETURNS:** Customer acknowledges that People Driven Technology, Inc shall have no obligation to accept returns of any Products ordered by and sold to Customer. People Driven Technology, Inc, at its sole discretion, may authorize the return of unused Products. Such returns cannot be made without a return authorization in writing issued by People Driven Technology, Inc.

**6. TITLE AND RISK OF LOSS:** Unless otherwise specified in the Price Quote, title and risk of loss shall pass to Customer at the time the Products are tendered by each carrier at Customer's facilities, and any loss or damage thereafter shall not relieve Customer from any obligation hereunder. People Driven Technology, Inc reserves, and Customer hereby grants to People Driven Technology, Inc, a purchase money security interest in the Products, and all proceeds from the sale thereof, until full payment is received for all amounts due and payable by Customer.

**7. WARRANTIES AND REMEDIES:** All Products, and the components and materials utilized in any assembled or customized Products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by People Driven Technology, Inc or the applicable Product manufacturer. People Driven Technology, Inc represents, warrants and covenants that (i) People Driven Technology, Inc shall perform all Services, if any, in accordance with the material specifications set forth in the Price Quote and (ii) the functions and features of the Services and related deliverables shall operate in the manner described in the applicable Price Quote for ninety (90) days from the completion thereof.

**8. EXPORT RESTRICTIONS:** Products may be subject to export or resale restriction or regulation, and Customer acknowledges that it will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law (including, without limitation, that products are lead-free or RoHS compliant) is as provided to People Driven Technology, Inc by its suppliers, and People Driven Technology, Inc does not warrant its accuracy and will not be liable for any error with regard to same.

**9. ORDER CANCELLATION:** Product cancellation and/or return is subject to manufacturer restrictions. People Driven Technology, Inc will abide by its suppliers current restrictions for all cancellation and return requests up to and including a No Cancellation or Return policy.

**10. SPECIAL NOTICE:** Please note that VMware pricing, part numbers, and quote expiration dates may be subject to change at any time as a result of the Broadcom acquisition.



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## OTTAWA COUNTY CONTRACT FOR SIEM / SOC

This CONTRACT is made and hereby effective on the 21<sup>st</sup> day of November, 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 People Driven Technology Inc. (hereinafter, "Contractor"), with a principal place of business at 6300 Venture Hills Blvd SW Byron Center, MI 49315.

### 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:** In consideration for the services to be performed by the Contractor, the County agrees to pay Contractor the compensation set forth on Exhibit A. 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 the Contractor and the County. The 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 to, without further notice to the Contractor, declare this Contract terminated and proceed with the replacement of the Contractor and the County shall be entitled to all remedies available to it at law or in equity.
5. **Terms of Contract:** The Contract shall commence when signed by both parties and unless terminated earlier in accordance with the terms of this Contract, this Contract period will cover a period of three (3) years with the option to renew for an additional three (3) year term, if in the interest of both parties.

This Contract may be terminated prior to completion of the Services at the option of either party, 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: The 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.

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

The 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) The 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) The Contractor shall obtain, and pay thereof, all permits required by any agency or authority having jurisdiction over the work. The 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 the Contract: This Contract may be modified only by a writing signed by both parties.
13. Record Keeping: The Contractor shall keep all records related to this Contract for the term of the 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 both parties and will supersede any previous written understandings.

Should any disputes arise with respect to this Contract, Contractor and County agree to act immediately to resolve any such disputes. Pending resolution of such dispute or difference and without prejudice to their rights, both the Contractor 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 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.
16. **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 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 the Contractor, its employees, agents or subcontractors.
17. **Insurance:** Contractor agrees to provide proof of the following insurance coverages, as more fully set forth in Exhibit B, 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 the 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.
18. **Relationship of Parties:** The 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.



19. Subcontracts: Contractor may not assign or subcontract any rights or obligations under this contract without the County's prior written approval.
20. 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.
21. Safety: The 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. The Contractor shall indemnify and hold the County harmless against any claim or liability arising from the violation of any such provisions.
22. 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.
23. Notices:
  - a) All notices and other communications for the parties may be served, mailed, or delivered at the following addresses:

If to the Contractor:

Attn: Bill Fedak

Email: [fedakb@peopledriven.com](mailto:fedakb@peopledriven.com)


If to Ottawa County: Michael Morrow  
Ottawa County IT  
12220 Fillmore St.  
West Olive, MI 49460  
Email: [mmorrow@miottawa.org](mailto:mmorrow@miottawa.org)

24. **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.
25. **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.
26. **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.
27. **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, either party may terminate this Contract at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time of the services that will or may be affected by the shortage of funds.
28. **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 the 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 the Contractor, at any time before delivery of services, declares its intent not to perform in accordance with this Contract, Ottawa 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

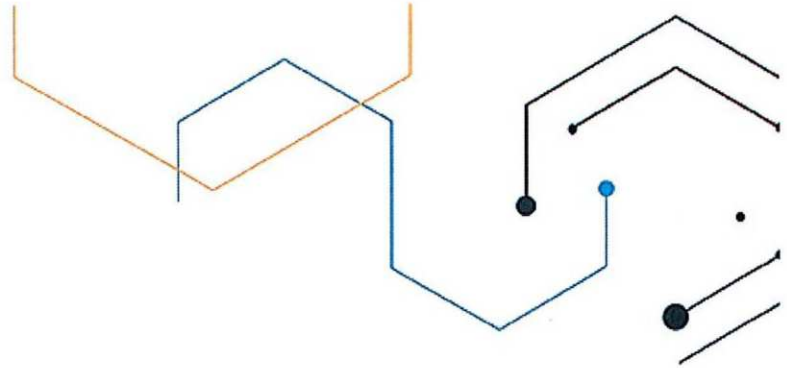
11/21/2023  
\_\_\_\_\_  
Date

**PEOPLE DRIVEN TECHNOLOGY INC.**

By:   
\_\_\_\_\_  
Joe Zanchetta  
Area VP, East MI

10/24/2023  
\_\_\_\_\_  
Date

EXHIBIT A

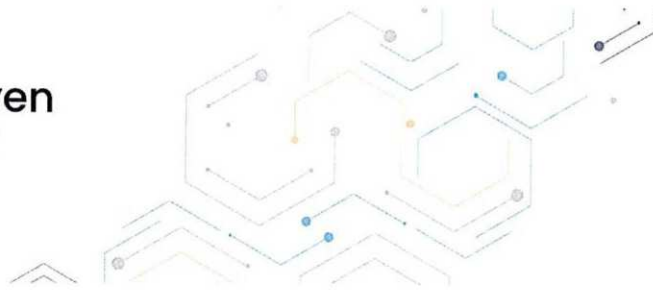


## Ottawa County

Blumira SIEM Renewal - 3 year agreement with annual payments

Quote # 004190 v1

October 16, 2023



## Blumira SIEM Renewal - 3 year agreement with annual payments

### Prepared by:

**East Michigan**

Bill Fedak  
248-567-3027  
fedakb@peopledriven.com  
Tom Winkles  
winklest@peopledriven.com

### Prepared for:

**Ottawa County**

Mike Morrow  
mmorrow@miottawa.org

### Quote Information:

**Quote #: 004190**

Version: 1  
Delivery Date: 10/16/2023  
Expiration Date: 11/24/2023

### Blumira Advanced Edition with Extended Log Retention — Year One (Annual Payment)

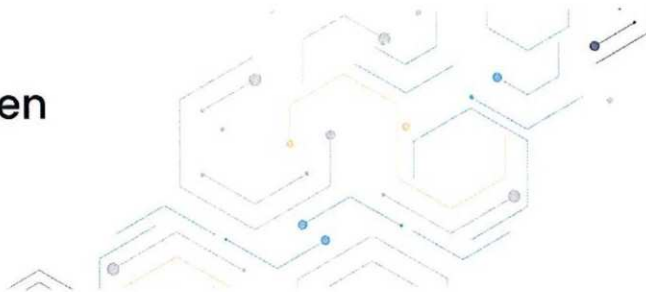
Line	Qty	Part Number	Description	Price	Extended Price
1	1000	BLUMIRA-ADV-3YR	Blumira Advanced Edition annual subscription (per user)	\$89.88	\$89,880.00
			<b>Subscription Term: 10/22/2023 - 10/21/2024</b>		<b>\$0.00</b>
2	1	BLUMIRA-EXT-RETENT	Blumira SIEM 6 year additional log retention	\$11,328.00	\$11,328.00
			<b>Subscription Term: 10/22/2023 - 10/21/2024</b>		<b>\$0.00</b>

**Subtotal: \$101,208.00**

### Blumira Advanced Edition with Extended Log Retention — Year Two (Annual Payment)

Line	Qty	Part Number	Description	Price	Extended Price
3	1000	BLUMIRA-ADV-3YR	Blumira Advanced Edition annual subscription (per user)	\$89.88	\$89,880.00
			<b>Subscription Term: 10/22/2024 - 10/21/2025</b>		<b>\$0.00</b>
4	1	BLUMIRA-EXT-RETENT	Blumira SIEM 6 year additional log retention	\$11,328.00	\$11,328.00
			<b>Subscription Term: 10/22/2024 - 10/21/2025</b>		<b>\$0.00</b>

**Subtotal: \$101,208.00**

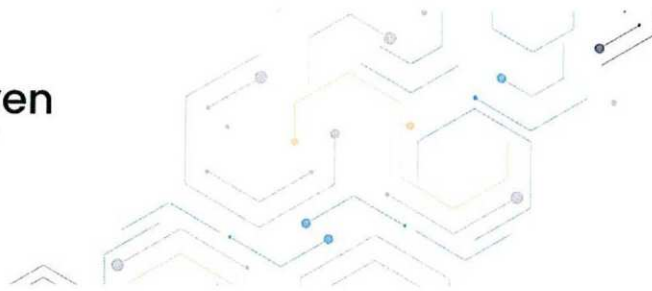


Blumira Advanced Edition with Extended Log Retention — Year Three (Annual Payment)

Line	Qty	Part Number	Description	Price	Extended Price
5	1000	BLUMIRA-ADV-3YR	Blumira Advanced Edition annual subscription (per user)	\$89.88	\$89,880.00
			Subscription Term: 10/22/2025 - 10/21/2026		\$0.00
6	1	BLUMIRA-EXT-RETENT	Blumira SIEM 6 year additional log retention	\$11,328.00	\$11,328.00
			Subscription Term: 10/22/2025 - 10/21/2026		\$0.00

Subtotal: \$101,208.00





## Blumira SIEM Renewal - 3 year agreement with annual payments

### Ship To:

#### Ottawa County

12220 Fillmore Street  
mmorrow@miottawa.org  
West Olive, MI 49460  
Mike Morrow  
(616) 738-4670  
mmorrow@miottawa.org

### Bill To:

#### Ottawa County

12220 Fillmore Street  
mmorrow@miottawa.org  
West Olive, MI 49460  
Mike Morrow  
(616) 738-4670  
mmorrow@miottawa.org

### Quote Information:

Quote #: 004190

Version: 1

Delivery Date: 10/16/2023

Expiration Date: 11/24/2023

## Quote Summary

Description	Amount
Blumira Advanced Edition with Extended Log Retention — Year One (Annual Payment)	\$101,208.00
Blumira Advanced Edition with Extended Log Retention — Year Two (Annual Payment)	\$101,208.00
Blumira Advanced Edition with Extended Log Retention — Year Three (Annual Payment)	\$101,208.00
Total:	\$303,624.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## People Driven Technology

## Ottawa County

Signature: Bill Fedak  
Bill Fedak (Oct 16, 2023 12:24 EDT)

Name: Bill Fedak

Title: Account Executive

Date: 10/16/2023

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## ACCEPTANCE OF THE PRICE QUOTE IS MADE ONLY UPON THESE TERMS AND CONDITIONS

**1. PRICING:** Prices for any Products or Services are valid for 30 days therefrom unless otherwise stated.

Customer is responsible for (i) all applicable federal, state or local sales, use or other taxes (except taxes on People Driven Technology, Inc's net income), (ii) shipping or packing charges, (iii) insurance and (iv) any other expenses associated with the sale and transportation, or storage of the Products or tariffs and any similar charges imposed upon or in connection with the Products. The parties agree that all charges included in the price of the Products and Services set forth in the Price Quote are based upon detailed specifications supplied by Customer and any deviation requested by the Customer from such specifications may result in additional charges.

**2. PAYMENT:** Unless otherwise specified in the Price Quote, payment for Products and Services is due net 30 days from the date of invoice.

**3. DELIVERY:** Unless otherwise agreed in writing, the Products shall be shipped and delivered F.O.B. Customer's ship to location set forth in the Price Quote. Unless Customer instructs People Driven Technology, Inc to use a particular carrier on customer's order letter, the Products shall be shipped via a common carrier chosen by People Driven Technology, Inc.

**4. SHORTAGE: CLAIMS AND INSPECTION:** Customer shall have the right to inspect the Products within 48 hours of receipt. Any shortages or other claims in connection with an order must be made in writing and delivered to People Driven Technology, Inc within such 48-hour period or shall be waived.

**5. RETURNS:** Customer acknowledges that People Driven Technology, Inc shall have no obligation to accept returns of any Products ordered by and sold to Customer. People Driven Technology, Inc, at its sole discretion, may authorize the return of unused Products. Such returns cannot be made without a return authorization in writing issued by People Driven Technology, Inc.

**6. TITLE AND RISK OF LOSS:** Unless otherwise specified in the Price Quote, title and risk of loss shall pass to Customer at the time the Products are tendered by each carrier at Customer's facilities, and any loss or damage thereafter shall not relieve Customer from any obligation hereunder. People Driven Technology, Inc reserves, and Customer hereby grants to People Driven Technology, Inc, a purchase money security interest in the Products, and all proceeds from the sale thereof, until full payment is received for all amounts due and payable by Customer.

**7. WARRANTIES AND REMEDIES:** All Products, and the components and materials utilized in any assembled or customized Products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by People Driven Technology, Inc or the applicable Product manufacturer. People Driven Technology, Inc represents, warrants and covenants that (i) People Driven Technology, Inc shall perform all Services, if any, in accordance with the material specifications set forth in the Price Quote and (ii) the functions and features of the Services and related deliverables shall operate in the manner described in the applicable Price Quote for ninety (90) days from the completion thereof.

**8. EXPORT RESTRICTIONS:** Products may be subject to export or resale restriction or regulation, and Customer acknowledges that it will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law (including, without limitation, that products are lead-free or RoHS compliant) is as provided to People Driven Technology, Inc by its suppliers, and People Driven Technology, Inc does not warrant its accuracy and will not be liable for any error with regard to same.





# 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](mailto:purchasing@miottawa.org), Fax Number 616-738-4897**