



Ottawa County
Board of Commissioners

Joe Moss
Chairperson

Sylvia Rhodea
Vice-Chairperson

To All Ottawa County Commissioners:

The Ottawa County Board of Commissioners will meet on **Tuesday, December 10th at 9:00 AM** for the regular December 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 26, 2024](#) Board of Commissioners meeting.

From Administration

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

Suggested Motion:

To ratify all contracts for the period of November 1, 2024 to November 30, 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.

From the Planning and Policy Committee

C. [Rosy Mound Expansion Coastal Management Grant Application](#)

Suggested Motion:

To approve the application resolution for the Michigan Coastal Management program for funding assistance with design and engineering for access improvements at Rosy Mound Natural Area.

D. [Veterans Services Jail Complex Alterations](#)

Suggested Motion:

To approve the creation of a capital project for Veteran Services alterations in the Jail Complex.

From the Finance and Administration Committee

E. [Accounts Payable for October 21, 2024 through November 15, 2024](#)

Suggested Motion:

To approve the general claims in the amount of \$47,390,498.09 as presented by the summary report for October 21, 2024 through November 15, 2024.

F. [Contract To Provide Medications for Opioid Use Disorder](#)

Suggested Motion:

To approve the 1 year contract with Genoa Healthcare, LLC in the amount not to exceed \$75,000.00.

G. [Cisco Subscription Services](#)

Suggested Motion:

To approve the contract for Cisco Subscription Services with Sentinel Technologies, Inc. including Cisco Enterprise Agreement, Cisco Solution Technology Integrator (STI) ACTS, Cisco Flex, and Flex Contact Center, as well as Cisco Hourly Services.

H. [County Procurement Software](#)

Suggested Motion:

To approve the Amendment adding a 5-year software agreement of the OpenGov Procurement Software.

I. [Contract for the Provision of Childcare at Recovery Center](#)

Suggested Motion:

To approve the 1 year contract with Building Men for Life in the amount not to exceed \$61,388.00.

J. [Contract With 70x7 Life Recovery to Enhance Women's Recovery](#)
Suggested Motion:
To approve the 1 year contract with 70x7 Life Recovery in the amount not to exceed \$43,679.00.

K. [2024 Ottawa County Parks and Recreation Commission Strategic Plan Presentation](#)
Suggested Motion:
To receive for information the 2024 Ottawa County Parks and Recreation Commission Strategic Plan Presentation.

L. [Parks Strategic Staffing and Realignment](#)
Suggested Motion:
To approve the request from Parks & Recreation to realign and add new positions as part of the Parks 2024 Strategic Plan as approved by the Ottawa County Parks and Recreation Commission at a cost of \$388,329.

M. [Budget Adjustments](#)
Suggested Motion:
To approve the FY24 and FY25 Budget Adjustments per the attached schedule.

8. Agenda and Action Requests:

A. [Crockery Lake Contract With Chester Township](#)
Suggested Motion:
To approve and authorize the Board Chair and Clerk/Register to sign the Agreement for the Care, Management, and Maintenance of Land Located at Crockery Lake, and to appropriate \$563,404.00 from the General Fund balance, Monsanto reserve for the purpose of funding this Agreement.

B. [Attainable and Affordable Housing - Lakeshore Habitat](#)
Suggested Motion:
To appropriate funds and authorize the Board Chair and Clerk/Register to sign the partnership agreement between Ottawa County and Lakeshore Habitat for Humanity to support site development and construction costs for housing development.

C. [Attainable and Affordable Housing – Jubilee Ministries](#)
Suggested Motion:
To appropriate funds and authorize the Board Chair and Clerk/Register to sign the partnership agreement between Ottawa County and Jubilee Ministries to support site development and construction costs for housing development.

D. [Recovery Court Board Initiatives Application](#)
Suggested Motion:
To approve and appropriate a Board Initiatives grant in the amount of \$750,000 for the Ottawa County Recovery Court, for the purpose of continuity of service of a 20+ year proven program which meets social/human services needs.

E. [Upgrade Two Recovery Court Positions and Add A New Position](#)
Suggested Motion:
To approve the request from Circuit Court to upgrade the Adult Drug Court Coordinator to a Recovery Court Director, upgrade the Recovery Court Case Manager to a Recovery Court Senior Probation Officer, and to add a 1.0 FTE Recovery Court Probation Officer at a cost of \$132,901.

F. Closed Session Pursuant to MCL 15.268(1)(a)

Suggested Motion:

To go into closed session pursuant to MCL 15.268(1)(a) to consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, as requested by Senior Executive Aide Jordan Epperson (requires 2/3 vote).

G. Closed Session Pursuant to MCL 15.268(1)(a)

Suggested Motion:

To go into closed session pursuant to MCL 15.268(1)(a) to consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, as requested by Interim Administrator Benjamin R. Wetmore (requires 2/3 vote).

H. [Deputy Probate Court Position](#)

Suggested Motion:

To approve the request from Probate Court to add 1.0 FTE Deputy Probate Register at a cost of \$80,617 and appropriate necessary funds.

I. [Second Amendment to Agreement for Legal Services](#)

Suggested Motion:

To approve and authorize the Board Chairperson/Clerk to sign Kallman Legal Group, PLLC's Second Amendment to Agreement for Legal Services.

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 – SECOND DAY**

The Ottawa County Board of Commissioners met on Tuesday, November 26, 2024, at 10:42 a.m. and was called to order by the Chairperson.

The prayer was pronounced by Pastor Cory Nederveld.

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

Present at roll call: Chris Kleinjans, Doug Zylstra (via zoom in Puebla Mexico), Jacob Bonnema, Joe Moss, Kendra Wenzel, Rebekah Curran, Sylvia Rhodea, Roger Belknap, Allison Miedema. (9)

Absent: Gretchen Cosby, Roger Bergman (2)

Gretchen Cosby joined the meeting at 11:10 am.

Correspondence

None.

Public Comment

Public comments were made by the following:

1. John Teeples-Georgetown Township
2. Dan Zimmer-Port Sheldon Township
3. Darleen Dykstra-Georgetown Township
4. Shontell Martenell-Park Township

Approval of Agenda

B/C 24-206 Rebekah Curran moved to approve the agenda.

The motion passed.

Consent Resolutions

B/C 24-207 Rebekah Curran moved to approve the following Consent Resolutions.

- A. To approve the minutes of the November 12, 2024, Board of Commissioners meeting.
- B. To approve the revised County Policies.
- C. To approve the revised Legal Services Policy.

D. To approve the revised Contracting Policies.

E. To approve the revised Purchasing Policies.

The motion passed by the following votes: Yeas: Roger Belknap, Rebekah Curran, Jacob Bonnema, Sylvia Rhodea, Kendra Wenzel, Allison Miedema, Chris Kleinjans, Joe Moss. (8)

Agenda and Action Requests

B/C 24-208 Rebekah Curran moved to approve the contract with Good Samaritan Ministries for the Emergency Solutions Grant.

The motion passed by the following votes: Yeas: Jacob Bonnema, Kendra Wenzel, Allison Miedema, Rebekah Curran, Chris Kleinjans, Roger Belknap, Sylvia Rhodea, Joe Moss. (8)

B/C 24-209 Roger Belknap moved to approve the contract with Community Action House for the Emergency Solutions Grant.

The motion passed by the following votes: Yeas: Jacob Bonnema, Chris Kleinjans, Allison Miedema, Kendra Wenzel, Sylvia Rhodea, Rebekah Curran, Roger Belknap, Joe Moss. (8)

B/C 24-210 Allison Miedema 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, Jacob Bonnema, Sylvia Rhodea, Chris Kleinjans, Joe Moss. (8)

B/C 24-211 Roger Belknap moved to approve the resolution authorizing the sale of the Wyoming Water System; 2024 Water System Improvements Bonds Issue.

The motion passed by the following votes: Yeas: Kendra Wenzel, Rebekah Curran, Roger Belknap, Sylvia Rhodea, Allison Miedema, Chris Kleinjans, Jacob Bonnema, Joe Moss. (8)

B/C 24-212 Allison Miedema moved 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, and 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.

The motion passed.

B/C 24-213 Allison Miedema moved 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, and 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.

The motion passed.

B/C 24-214 Roger Belknap moved 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. (Wenzel – 2nd)

The motion passed by the following votes: Yeas: Chris Kleinjans, Allison Miedema, Rebekah Curran, Sylvia Rhodea, Kendra Wenzel, Roger Belknap, Jacob Bonnema, Joe Moss. (8)

Committee Reports

None.

Public Comment

1. John Teeples-Georgetown 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 11:38 a.m.

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

JOE MOSS, Chairperson
Of the Board of Commissioners

Board Ratification Contracts

Report Date Range: 11/1/24 - 11/30/24

'Revenue' Total Amount: \$280,000.00

'Expense' Total Amount: \$335,632.86

CONTRACT	REQUESTED DATE	APPROVED DATE	REQUESTING AGENCY	VENDOR/3RD PARTY	CONTRACT AMOUNT	MULTI YEAR CONTRACT	REVENUE /EXPENSE	PURPOSE
2419	09/11/2024	11/08/2024	MDHHS	CHILDREN'S ASSESSMENT CENTER OF OTTAWA COUNTY	\$50,000.00	NO	EXPENSE	Contract has been reviewed and approved by local MDHHS county board using local funds providing services to family and children of Ottawa County.
2430	09/17/2024	11/08/2024	DC PROBATION/COMM CORRECTIONS	MDOC OFFICE OF COMMUNITY CORRECTIONS	\$280,000.00	NO	REVENUE	To approve the FY2025 Michigan Department of Corrections Grant Contract for \$280,000. Funding supports locally approved Comprehensive Corrections Plans that impact State Board priorities, target populations, and key objectives through evidence-based programming and services.
2442	09/26/2024	11/08/2024	JUVENILE COURT	SCOTT SEWICK	\$84,000.00	YES	EXPENSE	Contract for attorney to represent parents in child welfare neglect abuse cases. This contract represents half - caseload for neglect abuse cases/
2453	10/09/2024	11/08/2024	DC PROBATION/COMM CORRECTIONS	LEVEL 7 PERSONAL DEVELOPMENT	\$26,840.00	NO	EXPENSE	To approve the FY2025 contract with Level 7 - Personal Development to provide group-facilitated services to 58th District Court Probation & Community Corrections clients.
2459	10/16/2024	11/08/2024	DC PROBATION/COMM CORRECTIONS	TOTAL COURT SERVICES	\$8,430.00	NO	EXPENSE	TO APPROVE THE FY2025 SERVICE CONTRACT WITH TOTAL COURT SERVICES TO PROVIDE ELECTRONIC MONITORING SERVICES TO CLIENTS WITH GRANT FUNDING.
2462	10/17/2024	11/08/2024	JUVENILE COURT	FATHER FLANAGAN'S BOYS HOME-BOYSTOWN		YES	EXPENSE	Residential placement for youth

2469	10/24/2024	11/08/2024	INNOVATION & TECHNOLOGY	SHI	\$19,382.49	NO	EXPENSE	This contract is for a 1-year extension of our InformaCast licensing. InformaCast is used for various things around the county including employee notification (such as a building closure), team callouts for the Sheriff's office, public emergency notices at large events, and IPAWS which is used to push an emergency notification to cell phones in a defined area to alert of an urgent safety concern.
2470	10/24/2024	11/08/2024	PUBLIC HEALTH	PEAK PERFORMERS	\$33,356.00	NO	EXPENSE	The dental program and Miles of Smiles have unique schedules that often fluctuate. This contract allows our program to add dentists, assistants and hygienists on a "work as needed" basis.
2474	10/24/2024	11/08/2024	PARKS AND RECREATION	PREIN & NEWHOF	\$16,100.00	NO	EXPENSE	Contract for topographic survey and wetland delineation required for the second phase of the Bass River Segment of the Idema Explorers Trail
2475	10/24/2024	11/08/2024	PARKS AND RECREATION	APEX CONTRACTORS	\$26,713.37	NO	EXPENSE	Amendment to existing contract for work on the treehouses at the Idema Explorers Camp at Ottawa Sands.
2476	10/25/2024	11/14/2024	ADMINISTRATOR	THE PREDICTIVE INDEX	\$14,000.00	NO	EXPENSE	ACCESS TO PI HIRE PRO SOFTWARE TO AID IN THE COUNTY ADMINISTRATOR SEARCH. BILLED ANNUALLY.
2479	10/28/2024	11/08/2024	FACILITIES MAINTENANCE	LAKEWOOD CONSTRUCTION COMPANY	\$27,886.00	NO	EXPENSE	to provide flagpole installation services.
2480	10/29/2024	11/08/2024	INNOVATION & TECHNOLOGY	WESTERN TEL-COM	\$12,000.00	YES	EXPENSE	This "Screening and Cable Protection Services Agreement" provides us with several services from Western Telecom for calendar years 2025 - 2027 including: 1) Screening, locating, and marking of our buried fiber lines for all MISS DIG 811 tickets 2) Ensuring any new buried cabling is submitted to MISS DIG 3) Aerial cable maintenance 4) Emergency troubleshooting and restoration in the event of damage to our aerial or buried fiber lines
2481	10/30/2024	11/08/2024	FACILITIES MAINTENANCE	BEST TECHNOLOGY SYSTEMS, INC.	\$16,925.00	NO	EXPENSE	to provide shooting range cleaning services.
0	10/30/2024	10/30/2024	COMMUNITY MENTAL HEALTH	LIVING HOPE		N/A	N/A	AMENDMENT
0	10/16/2024	10/16/2024	COMMUNITY MENTAL HEALTH	QONVERGE, LLC DBA REVEL MARKETING		N/A	N/A	MILLAGE AGREEMENT
0	10/16/2024	10/16/2024	COMMUNITY MENTAL HEALTH	BRAINTREE MANAGEMENT, INC.		N/A	N/A	COMMON CONTRACT

0	10/16/2024	10/16/2024	COMMUNITY MENTAL HEALTH	DALE BIRD		N/A	N/A	RENEWAL
0	10/16/2024	10/16/2024	COMMUNITY MENTAL HEALTH	EXTENDED GRACE DBA MOMENTUM CENTER		N/A	N/A	SERVICE AGREEMENT
0	10/30/2024	10/30/2024	COMMUNITY MENTAL HEALTH	FAVOR HOUSE LLC		N/A	N/A	AMENDMENT
0	10/16/2024	10/16/2024	COMMUNITY MENTAL HEALTH	INDIAN TRAILS CAMP, INC. DBA IKUS LIFE ENRICHMENT		N/A	N/A	SERVICE AGREEMENT
0	10/16/2024	10/16/2024	COMMUNITY MENTAL HEALTH	KAIZEN HEALTH SERVICES		N/A	N/A	SERVICE AGREEMENT
0	11/08/2024	11/08/2024	COMMUNITY MENTAL HEALTH	1610 BUSINESS ASSOCIATE AGREEMENT DBT INSTITUTE OF		N/A	N/A	BAA
0	11/08/2024	11/08/2024	COMMUNITY MENTAL HEALTH	AMY JO BRECKON		N/A	N/A	AMENDMENT
0	11/08/2024	11/08/2024	COMMUNITY MENTAL HEALTH	BEHAVIOR ALLIANCE, LLC		N/A	N/A	AMENDMENT
0	11/08/2024	11/08/2024	COMMUNITY MENTAL HEALTH	DAILY LIFE SKILLS INDEPENDENCE HUB		N/A	N/A	AMENDMENT
0	11/08/2024	11/08/2024	COMMUNITY MENTAL HEALTH	DBT INSTITUTE OF MICHIGAN		N/A	N/A	COMMON CONTRACT
0	11/08/2024	11/08/2024	COMMUNITY MENTAL HEALTH	EASTPORT VILLAGE CARE HOME		N/A	N/A	BUSINESS ASSOCIATE AGREEMENT
0	11/08/2024	11/08/2024	COMMUNITY MENTAL HEALTH	HOPE, LOVE, AND GRACE		N/A	N/A	AMENDMENT
0	11/08/2024	11/08/2024	COMMUNITY MENTAL HEALTH	LA BENEDICTION CO LLC		N/A	N/A	AMENDMENT
0	11/08/2024	11/08/2024	COMMUNITY MENTAL HEALTH	SAMARITAS		N/A	N/A	AMENDMENT
0	11/08/2024	11/08/2024	COMMUNITY MENTAL HEALTH	SAMARITAS		N/A	N/A	AMENDMENT
0	11/08/2024	11/08/2024	COMMUNITY MENTAL HEALTH	SERENITY HOMES NORTH, LLC		N/A	N/A	COMMON CONTRACT
0	11/08/2024	11/08/2024	COMMUNITY MENTAL HEALTH	SPARKS BEHAVIORAL LLC		N/A	N/A	AMENDMENT
0	11/08/2024	11/08/2024	COMMUNITY MENTAL HEALTH	TBD SOLUTIONS		N/A	N/A	VENDOR AGREEMENT
0	11/08/2024	11/08/2024	COMMUNITY MENTAL HEALTH	WILSON & WYNN INTERVENTIONS, PLC		N/A	N/A	AMENDMENT
0	11/08/2024	11/08/2024	COMMUNITY MENTAL HEALTH	SAMARITAS		N/A	N/A	AMENDMENT

Action Request

Electronic Submission – Resolution #: 2501



Committee: Board of Commissioners

Meeting Date: 12/10/2024

Requesting Department: PARKS AND RECREATION

Submitted By: CURT TERHAAR

Agenda Item: ROSY MOUND COASTAL MANAGEMENT GRANT APPLICATION FY2026

Suggested Motion:

To approve the application resolution for the Michigan Coastal Management program for funding assistance with design and engineering for access improvements at Rosy Mound Natural Area.

Summary of Request:

For the past several years, the Ottawa County Parks and Recreation Commission (OCPRC) has been working to acquire a 127-acre expansion of Rosy Mound Natural Area. With closing on the property expected to occur before the end of 2024, an update of the 1991 Rosy Mound Natural Area Master Plan is underway. This Master Plan update is timed to allow for the submission of a Michigan Natural Resources Trust Fund grant application in April 2025 to help to fund improvements that would enhance public access while protecting sensitive natural features. While the current funding plan for this access project does include design and engineering costs, there is currently an opportunity to supplement this funding through EGLE's Coastal Management Program. The Coastal Management Program funds planning, design and engineering, low-cost construction, and acquisition projects in Great Lakes coastal communities (which includes parts of western Ottawa County). Given the Coastal Management Program's criteria, it appears that a potentially competitive application could be submitted to help fund design and engineering costs for this project (with the note there is limited available Coastal Management funding and it is uncertain exactly how projects are ultimately selected). However, while the Coastal Management application for low-cost construction projects is relatively cumbersome, an application for design and engineering can be prepared with a comparatively minimal investment of staff time. Therefore, since it appears to be a viable project and meets the project timeline, staff is recommending pursuing this grant opportunity.

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:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Administration:

Recommended by County Administrator:

11/26/2024 5:06:29 PM

Committee/Governing/Advisory Board Approval Date:

Planning and Policy 12/3

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held at the Fillmore Street Complex in the Township of Olive, Michigan on the 10th day of December, 2024 at 9:00 o'clock p.m. local time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

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

WHEREAS, the Parks and Recreation Commission has a signed purchase agreement to purchase a 127-acre expansion of Rosy Mound Natural Areal and

WHEREAS, the Parks and Recreation Commission has embarked on an update of the 1991 Rosy Mound Natural Area Master Plan to review and recommend future uses of the 127-acre expansion area; and

WHEREAS, anticipated public access to the expanded area is limited and not suitable long-term for public access to this sensitive environmental area; and

WHEREAS, the Parks and Recreation Commission is targeting Fiscal Year 2027 to implement a public access improvement project for the expanded; and

I, JUSTIN F. ROEBUCK, Clerk/Register, of the County of Ottawa, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which resolution was adopted by the County of Ottawa at a meeting held December 10, 2024.

Signature

Ottawa County Clerk/Register
Title

December 10, 2024
Date

RESOLUTION DECLARED ADOPTED.

Joe Moss
Chairperson, Ottawa County
Board of Commissioners

Justin F. Roebuck
Ottawa County Clerk/Register

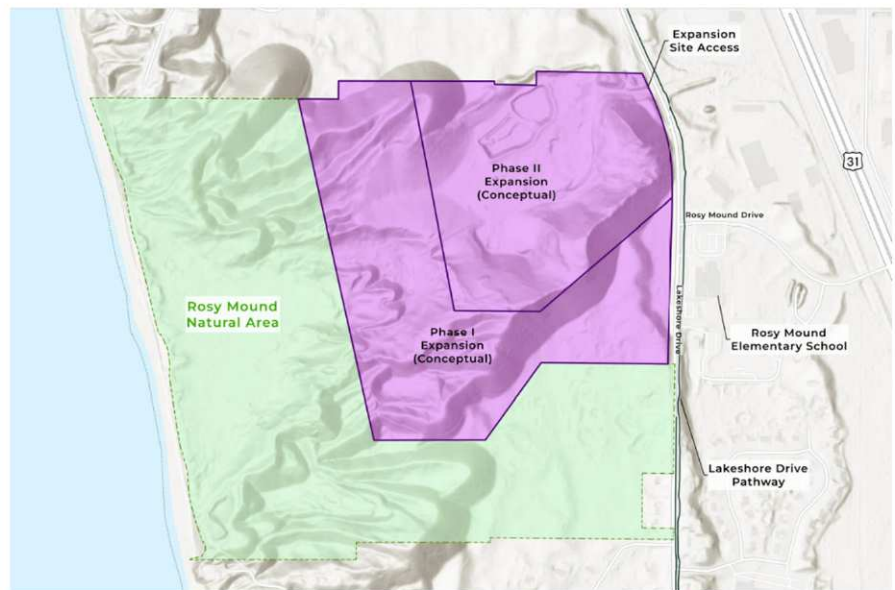


Project: Rosy Mound Access Improvements - Design

- **Parks Initiative:** Rosy Mound Natural Area; Lake Michigan Coastal Greenway
- **Strategic Plan Initiative(s):** Connectivity; Organizational Quality; Community Engagement; Conservation
- **Parks Plan/Strategic Plan/Master Plan Reference (where applicable):** N/A
- **Location:** Grand Haven Township (Senate District 31, State House District 88)
- **Estimated Cost:** \$100,000
- **Proposed/Committed Funding:**
 - Ottawa County Parks Foundation: \$50,000
 - Michigan Department of Environment, Great Lakes, and Energy (ELGE) Coastal Management: \$50,000

• **Summary:** For the past several years, the Ottawa County Parks and Recreation Commission (OCPRC) has been working to acquire a 127-acre expansion of Rosy Mound Natural Area. With closing on the property expected

to occur before the end of 2024, an update of the 1991 Rosy Mound Natural Area Master Plan is underway. This master plan update is timed to allow for the submission of a Michigan Natural Resources Trust Fund grant application in April 2025 that would help to fund improvements that would enhance public access while protecting sensitive natural features. While the current funding plan for this access project does include design and



engineering costs, there is currently an opportunity to supplement this funding through EGLE’s Coastal Management Program. The Coastal Management Program funds planning, design and engineering, low-cost construction, and acquisition projects in Great Lakes coastal communities (which includes parts of western Ottawa County). Given the Coastal Management Program’s criteria, it appears that a potentially competitive application could be submitted to help fund design and engineering costs for this project (with the note there is limited available Coastal Management funding and it is uncertain exactly how projects are ultimately selected). However, while the Coastal Management application for low-cost construction projects is relatively cumbersome, an application for design and engineering can be prepared with a comparatively minimal investment of staff time. Therefore, since it appears like a viable project and meets the project timeline, staff is recommending pursuing this grant opportunity. It should be noted that the exact scope of this project will be determined by the outcome of the Master Plan update.

- **Status:** Grant Application Preparation

Action Request



Committee: Board of Commissioners <input type="text"/>
Meeting Date: 12/10/2024
Requesting Department: Fiscal Services Department
Submitted By: Karen Karasinski <input type="text"/>
Agenda Item: Veteran Services: Jail Complex Alterations

Suggested Motion:

To approve the creation of a capital project for Veteran Services alterations in the Jail Complex

Summary of Request:

The Veteran Services department will occupy space in the Jail complex vacated by Probate court, which consists of an open lobby space and several offices.

The renovation includes walling off areas to create a private environment for veterans, converting space for private bathroom/shower/laundry facilities and a kitchenette, and refreshing paint and doors to accommodate veteran needs.

The funding for this project is authorized the a Board Initiatives grant request approved by the Board on November 12, 2024.

Financial Information:

Total Cost: \$227,000.00	General Fund Cost:	Included in Budget:	<input checked="" 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 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

Administration: Recommended Not Recommended Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date: Planning and Policy 12/3

Action Request



Committee: Board of Commissioners

Meeting Date: 12/10/2024

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: Accounts Payable for October 21, 2024 through November 15, 2024.

Suggested Motion:

To approve the general claims in the amount of \$47,390,498.09 as presented by the summary report for October 21, 2024 through November 15, 2024.

Summary of Request:

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

Financial Information:

Total Cost: \$47,390,498.09	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: Goal 1: To Maintain and Improve the Strong Financial Position of the County.


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

Administration: Recommended Not Recommended Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date:

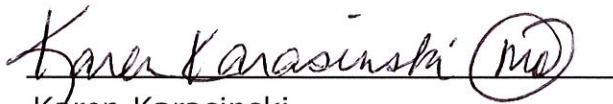
Planning and Policy 12/3

Summary of Request Continued:

Total CHECKS EFTs WIRES	
 Ottawa County Where Freedom Rings	Dates: October 21, 2024
	to November 15, 2024
	Total of all funds: \$47,390,498.09

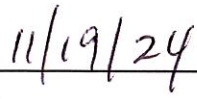
I hereby certify that to the best of my knowledge the List of Audit Claims, a summary of which is attached, constitutes all claims received and audited for payment. The amount of claims to be approved totals:

\$47,390,498.09



Karen Karasinski

Fiscal Services Director


Date

We hereby certify that the Board of Commissioners has approved the claims on Tuesday, December 3, 2024

Joe Moss, Chairperson

Board of Commissioners

Justin Roebuck

Clerk/Register of Deeds

Total CHECKS | EFTs | WIRES



Dates: October 21, 2024
to November 15, 2024

Total of all funds: **\$47,390,498.09**

703	TAX COLLECTION CUSTODIAL FUND	\$32,176,396.44
301	DEBT SERVICE FUND	\$3,806,300.00
222	MENTAL HEALTH FUND	\$3,140,253.04
681	RETIREMENT BENEFITS FUND	\$1,706,137.59
101	GENERAL FUND	\$1,531,957.33
675	EMPLOYEE BENEFITS FUND	\$1,133,847.74
369	OC BUILDING AUTH DEBT FUND	\$595,175.00
408	PARKS CAPITAL PROJECTS FUND	\$549,693.71
106	BOARD INITIATIVES FUND	\$517,334.83
100	GF IMPREST PAYROLL FUND	\$236,751.97
801	DRAINS SPECIAL REV FUND	\$203,131.56
636	INNOVATION AND TECHNOLOGY FUND	\$178,300.34
701	GEN CUSTODIAL FUND	\$155,837.81
710	DISTRICT COURT CUSTODIAL FUND	\$154,723.25
223	MENTAL HEALTH MILLAGE FUND	\$146,219.07
664	EQUIPMENT POOL FUND	\$140,896.81
208	PARKS AND RECREATION FUND	\$138,336.19
221	HEALTH FUND	\$135,056.45
292	CHILD CARE FUND	\$132,042.31
401	CAPITAL PROJECTS FUND	\$96,107.48
260	PUBLIC DEFENDERS OFFICE FUND	\$96,007.90
218	OTHER GOVERNMENTAL GRANTS FUND	\$94,531.21
266	SHERIFF CONTRACTS FUND	\$41,840.16
736	OPEB TRUST FUND	\$41,629.29
243	BROWNFIELD REDVLPMT AUTH FUND	\$41,455.30

Total CHECKS | EFTs | WIRES



Dates: October 21, 2024
to November 15, 2024

Total of all funds: \$47,390,498.09

712	CIRCUIT COURT CUSTODIAL FUND	\$38,312.90
655	TELECOMMUNICATIONS FUND	\$26,126.79
469	BLDG AUTHORITY CONST PROJ FUND	\$22,178.06
711	PROBATE COURT CUSTODIAL FUND	\$17,866.99
256	REG OF DEEDS AUTOMATION FUND	\$16,958.53
215	FRIEND OF THE COURT FUND	\$15,296.09
228	LANDFILL TIPPING FEES FUND	\$13,711.58
000	POOLED CASH FUND	\$13,692.96
516	DELINQUENT TAXES FUND	\$10,582.10
676	UNEMPLOYMENT FUND	\$9,007.22
677	GENERAL LIABILITY & WC FUND	\$6,359.25
257	EARLY VOTING FUND	\$5,002.33
290	DEPT HLTH HUMAN SERVICES FUND	\$4,278.79
872	INLAND LAKE IMPROVEMENT FUND	\$588.00
709	JUV CRT CUSTODIAL FUND	\$315.00
108	CRIME VICTIM ASSISTANCE FUND	\$217.95
234	FARMLAND PRESERVATION FUND	\$40.77
679	LONGTERM DISABILITY FUND	\$0.00
263	CONCEALED PISTOL LICENSE FUND	\$0.00
286	AMERICAN RESCUE PLAN ACT FUND	\$0.00
721	LIBRARY PENAL FINE FUND	\$0.00
536	LAND BANK AUTHORITY FUND	\$0.00
645	COPIER RPLCMNT FUND	\$0.00
103	CELL TOWERS FUND	\$0.00
518	DELINQUENT TAX #2 FUND	\$0.00

Total CHECKS EFTs WIRES		
	Dates:	October 21, 2024
	to	November 15, 2024
	Total of all funds:	\$47,390,498.09
714	INMATE CUSTODIAL FUND	\$0.00
265	WEMET (SEPARATE COMPONENT)	\$0.00
255	HOMESTEAD PROPERTY TAX FUND	\$0.00
262	FEDERAL FORFEITURE FUND	\$0.00
104	SOLID WASTE CLEAN UP FUND	\$0.00
105	DB/DC CONVERSION	\$0.00
107	INFRASTRUCTURE FUND	\$0.00
151	CEMETERY TRUST FUND	\$0.00
201	ROAD COMMISSION FUND	\$0.00
244	ECONOMIC DEVELOPMENT CORP FUND	\$0.00
284	OPIOID SETTLEMENT FUND	\$0.00
365	PUBLIC UTILITY BOND & INT FUND	\$0.00
465	PUBLIC UTILITY CONSTRUCT FUND	\$0.00
680	COMPENSATED ABSENCES FUND	\$0.00
802	DRAIN REVOLVING FUND	\$0.00
804	DRAIN REVOLVING MAINT FUND	\$0.00
805	DRAINS CAPITAL PRJT FUND	\$0.00
851	DRAINS DEBT SERVICE FUND	\$0.00
871	PUBLIC UTLTY MNTCE & OPER FUND	\$0.00
102	STABILIZATION FUND	\$0.00

**Accounts Payable Vendor Disbursements
October 21 - November 15, 2024**

Vendor	Total Amount
MICHIGAN, STATE OF	\$ 32,744,235.39
BANK OF NEW YORK	\$ 3,800,533.75
MUNICIPAL EMPLOYEES	\$ 1,703,616.29
PRIORITY HEALTH	\$ 1,073,868.46
US BANK TRUST COMPAN	\$ 595,175.00
SAMARITAS	\$ 397,051.79
APEX CONTRACTORS	\$ 306,301.00
OTTAWA COUNTY MICHIG	\$ 255,398.00
HARBOR HOUSE MINISTR	\$ 247,209.76
JP MORGAN CHASE **SEE APPENDIX A	\$ 205,309.81
HOPE DISCOVERY ABA S	\$ 202,465.93
HOPE NETWORK BEHAVIO	\$ 201,532.17
GOOD SAMARITAN	\$ 200,000.00
PINE REST CHRISTIAN	\$ 133,106.32
VAV OPERATIONS MI	\$ 129,189.30
FLATROCK MANORS INC	\$ 127,179.88
BEACON SPECIALIZED	\$ 122,696.85
COMMUNITY LIVING NET	\$ 116,787.87
HOLLAND COMMUNITY	\$ 92,804.00
FELIPE D REYES JR	\$ 77,882.88
VITALCORE HEALTH STR	\$ 77,540.70
OTTAWA COUNTY ROAD	\$ 76,912.37
CANTEEN SERVICES	\$ 76,900.95
DELTA DENTAL PLAN OF	\$ 76,088.49
AMANI LLC	\$ 74,316.29
OPENGOV INC	\$ 73,932.00
REACH FOR RECOVERY I	\$ 73,710.29
POSITIVE BEHAVIOR SU	\$ 72,836.39
RESTITUTION	\$ 69,191.40
MAVRON INC	\$ 68,003.20
KIESLER POLICE SUPPL	\$ 66,812.70
DENNY'S EXCAVATING	\$ 66,600.00
CROWE LLP	\$ 61,925.00
KALLMAN LEGAL GROUP	\$ 56,640.00
HP	\$ 55,961.50
ENVIRONMENTAL SYSTEM	\$ 55,470.00
CONSUMERS ENERGY	\$ 54,157.25
BERGMARK CONSULTING	\$ 53,957.96
CHERRY STREET SERVIC	\$ 53,158.36
WEX BANK	\$ 53,006.15
DEVELOPMENTAL ENHANC	\$ 50,871.98

Vendor	Total Amount
LOCUMTENENS HOLDINGS	\$ 50,102.58
TEK84 INC	\$ 49,995.00
GUARDIANTRAC LLC	\$ 45,773.79
PENDOGANI GL LLC	\$ 45,413.14
ADIA LLC	\$ 45,282.32
EMPLOYEE REIMBURSEMENT **SEE APPENDIX B	\$ 44,886.68
EXTENDED GRACE	\$ 41,666.66
INTERPHASE OFFICE IN	\$ 40,619.88
MERCY HEALTH PARTNER	\$ 39,760.00
KNIGHT WATCH INC	\$ 38,570.73
ALLEGAN COUNTY DRAIN	\$ 38,160.09
ENTERPRISE FM TRUST	\$ 37,455.84
GEI CONSULTANTS OF M	\$ 37,201.30
ZAWADI USA LLC	\$ 37,111.34
PRO CARE UNLIMITED	\$ 37,072.10
SAVIDGE MANAGEMENT	\$ 35,555.03
FAVOR HOUSE LLC	\$ 35,089.36
WALLOON LAKE RECOVER	\$ 35,010.08
MCCORMICK SAND INC	\$ 34,480.93
YOUTH OPPORTUNITY	\$ 33,550.00
AUTISM OF AMERICA	\$ 33,363.76
HARBOR HUMANE SOCIET	\$ 32,697.44
ENVIRO CLEAN SERVICE	\$ 32,359.83
GRANICUS LLC	\$ 32,321.30
DEWPOINT INC	\$ 32,302.00
MCCABE ALAN	\$ 32,068.70
BRIGHTLY SOFTWARE	\$ 31,518.46
FOREST VIEW HOSPITAL	\$ 30,647.34
WILSON STUART T	\$ 29,812.71
I3-IMAGESOFT LLC	\$ 28,632.00
LIVING HOPE HOME CAR	\$ 28,515.35
WEBTECS INC	\$ 28,466.00
ARBOR CIRCLE CORP	\$ 28,126.12
LRE	\$ 27,950.45
POWERDMS INC	\$ 26,671.00
FIDELITY SECURITY LI	\$ 25,260.08
FULL CIRCLE CARE LLC	\$ 24,876.42
DELIGHT CARE LLC	\$ 24,800.00
NAYA GROUP LLC	\$ 24,088.00
BETHANY CHRISTIAN SE	\$ 22,335.86
SECOND STORY COUNSEL	\$ 22,305.43
VERTIGIS NORTH AMERI	\$ 22,220.00
BUSSCHER DEVELOPMENT	\$ 22,106.20
PROTOCOL SERVICES	\$ 20,856.00
FIDLAR AQUISITION	\$ 20,527.14

Vendor	Total Amount
HOLLAND BOARD OF PUB	\$ 20,122.11
DLZ MICHIGAN INC	\$ 20,024.66
RIVERSIDE INTEGRATED	\$ 19,437.00
GRAND HAVEN BOARD	\$ 19,037.24
STEKETEE JULIE	\$ 18,230.77
CORNERSTONE AFC LLC	\$ 18,087.94
SALE'S HEATING	\$ 18,001.00
SPICER GROUP INC	\$ 17,901.75
WESTERN MICHIGAN PAT	\$ 17,600.00
FLEIS & VANDENBRINK	\$ 16,500.00
FAHEY SCHULTZ BURZYC	\$ 16,261.82
DICKINSON WRIGHT PLL	\$ 16,163.50
SAFEWAY TRANSPORT	\$ 16,154.00
PT SOLUTIONS INC	\$ 15,725.55
LEXISNEXIS COPLOGIC	\$ 15,513.35
VONK ROBERT	\$ 15,375.56
MRK II, LLC	\$ 15,000.00
MEGLEY KEVIN B	\$ 14,999.09
GRAND HAVEN AREA PUB	\$ 14,975.06
BUILDING MEN FOR LIF	\$ 14,941.31
AKOYA BEHAVIORAL HEA	\$ 14,902.40
ACORN HEALTH LLC	\$ 14,292.28
SPECTRUM HEALTH HOSP	\$ 14,201.14
CHILDREN'S ASSESSMEN	\$ 14,166.63
GRAND VALLEY METRO	\$ 13,929.00
BRAINTREE MANAGEMENT	\$ 13,860.00
ST JOHN'S HEALTH CAR	\$ 13,844.42
AT&T CORP	\$ 13,727.28
CRC RECOVERY INC	\$ 13,726.62
DAVID'S HOUSE MINIST	\$ 13,640.00
CARRIER JESSICA	\$ 13,533.38
OTTAWA COUNTY FSA	\$ 12,942.96
HODGES LYDIA I	\$ 12,842.33
RIVER CITY FLOORING	\$ 12,740.00
RELIABLE ROAD SERVIC	\$ 12,724.00
ORGANIC CARE LLC	\$ 12,700.00
AMAZON CAPITAL SERV	\$ 12,602.24
MICROGENICS CORPORAT	\$ 12,142.23
GRAYSON KERRY	\$ 12,102.86
MICHALAK DAVID L	\$ 12,000.00
MACATAWA AREA	\$ 11,819.06
VERIZON WIRELESS	\$ 11,750.60
HOLLAND CORNERSTONE	\$ 11,736.29
PRINTING SYSTEMS INC	\$ 11,734.44
EMOCHA MOBILE HEALTH	\$ 11,520.00

Vendor	Total Amount
TYLER TECHNOLOGIES	\$ 10,666.12
TELE-RAD INC	\$ 10,582.96
WEST MICHIGAN CRIMIN	\$ 10,554.11
IMPERIAL DADE	\$ 10,400.70
KORTERING DAVID B	\$ 10,300.00
STRONG STACIE	\$ 10,279.28
STATE BAR OF MICHIGA	\$ 10,230.00
IBH ANALYTICS LLC	\$ 10,147.00
ENG INC	\$ 10,100.75
KENT COUNTY CMH AUTH	\$ 9,881.76
AMERICAN CORRECTION	\$ 9,800.00
HAVENWYCK HOSPITAL	\$ 9,675.00
KAIZEN HEALTH INC.	\$ 9,577.57
DAILY LIFE SKILLS IN	\$ 9,564.06
TOWN & COUNTRY ELECT	\$ 9,544.00
PREFERRED EMPLOYMENT	\$ 9,532.53
APPLEWOOD LAW WINS	\$ 9,530.71
WEST PUBLISHING CORP	\$ 9,456.56
FISHBECK THOMPSON	\$ 9,267.00
HARTGERS FRITS	\$ 9,194.29
David and Darcie Bee	\$ 8,934.15
BIZSTREAM	\$ 8,933.50
COMMUNITY LIVING SER	\$ 8,932.00
ON DUTY GEAR LLC	\$ 8,785.99
VOLKER CRANE SERVICE	\$ 8,609.40
WYNSMA CHERI LYNN	\$ 8,454.20
HERNANDEZ HOME LLC	\$ 8,159.82
IKAZE HOME	\$ 8,131.80
PROFESSIONAL REHABIL	\$ 8,046.48
LUBINSKI NANCI LYNNE	\$ 7,958.23
DALE A. & PAMELA M.	\$ 7,924.84
NEWCOMER SERVICE	\$ 7,845.00
BCA OF DETROIT LLC	\$ 7,836.50
RAWLINGS ROCHELLE	\$ 7,772.17
EBRIMA DRAMMEH	\$ 7,737.91
D & D BUILDING INC	\$ 7,700.00
STILLSON POLLY KAY	\$ 7,627.86
THE PINNACLE CENTER	\$ 7,539.32
SEMCO ENERGY INC	\$ 7,535.53
TITLE-CHECK LLC	\$ 7,500.00
WINDSCAPE LDHA LP	\$ 7,440.00
GOODWILL INDUSTRIES	\$ 7,431.59
PHC OF MICHIGAN	\$ 7,200.00
WILSON & WYNN INTERV	\$ 7,084.96
BRECKON AMY JO	\$ 7,020.00

Vendor	Total Amount
CELLEBRITE USA INC	\$ 6,984.00
HELMER ANGELA KAY	\$ 6,852.86
WATKINS PHARMACY	\$ 6,749.17
SEAWAY APPLICANCE ON	\$ 6,720.00
EQUITABLE LEARNING	\$ 6,661.39
DRAMMEH EBRIMA	\$ 6,629.04
KRAMER LINDA S	\$ 6,542.86
CHOICE ONE BANK	\$ 6,516.25
HOPE NETWORK REHABIL	\$ 6,506.28
AGNUS DEI AFC HOME I	\$ 6,499.15
ADVANCE MAGAZINE PUB	\$ 6,457.04
LA BENEDICTION CO LL	\$ 6,408.94
BERGHUIS PSYCHOLOGIC	\$ 6,400.00
BOND	\$ 6,370.00
SEDGWICK CLAIMS MANA	\$ 6,359.25
EXCEL SYSTEMS GROUP	\$ 6,288.00
CONTINENTAL AMERICAN	\$ 6,272.74
HUDSONVILLE TOWING	\$ 6,249.00
HOLLAND CITY OF	\$ 6,145.81
LIFE CHOICE LLC	\$ 6,100.00
ALLENDALE TOWING	\$ 6,054.00
MCKESSON MEDICAL	\$ 6,002.21
BARBIER BELINDA	\$ 5,860.00
MERCK SHARP & DOHME	\$ 5,834.94
TRAC AUTISM CENTER	\$ 5,804.70
RJ THOMAS MANUFACTUR	\$ 5,793.00
BASMAYOR CHRISTINA R	\$ 5,767.86
OTTAWA COUNTY DEPUTI	\$ 5,640.48
FARHAT PSYCHOLOGICAL	\$ 5,637.50
4IMPRINT INC	\$ 5,625.85
HOLLAND CHARTER	\$ 5,619.24
REPUBLIC SERVICES IN	\$ 5,598.43
CENTRIA HEALTHCARE L	\$ 5,583.40
GRAND HAVEN CITY OF	\$ 5,518.86
DELL COMPUTER CORP	\$ 5,509.98
WEST MICHIGAN SHOREL	\$ 5,500.00
JOHNSON BRADLEY R	\$ 5,485.07
MOKA CORPORATION	\$ 5,457.18
The Lucy Land Trust	\$ 5,392.80
Jason Welch	\$ 5,345.27
EMPIRE FRANCHISE GRO	\$ 5,313.75
WEST OTTAWA PUBLIC	\$ 5,137.93
TRAINING DIRECT LLC	\$ 5,100.00
ANCHOR EXCAVATING	\$ 5,100.00
HIRE FOR HOPE LLC	\$ 5,000.00

Vendor	Total Amount
SANOFI-AVENTIS US IN	\$ 4,842.92
MACATAWA PLUMBING	\$ 4,814.00
PREST & ASSOCIATES	\$ 4,770.00
DAGHER-MARGOSIAN JE	\$ 4,726.80
MAGNET FORENSICS USA	\$ 4,720.00
PREIN & NEWHOF	\$ 4,720.00
COPY-TECH	\$ 4,712.17
SCHEUERLE & ZITTA	\$ 4,691.06
PASSPORT LABS	\$ 4,681.12
SOUTHWEST AFC LLC	\$ 4,607.33
SCHOLMA RANDALL	\$ 4,543.00
PLUNKETT COONEY, PC	\$ 4,515.00
FALCON WOODS	\$ 4,331.00
HAPKE BARBARA E	\$ 4,305.21
LAKESHORE ENVIRONMEN	\$ 4,237.50
MISDU	\$ 4,233.06
CONSILIUM STAFFING	\$ 4,230.00
BJ TRANSPORT	\$ 4,225.00
BRG MANAGEMENT LLC	\$ 4,043.00
GOVERNMENTAL CONSULT	\$ 4,000.00
RTH SERVICES LLC	\$ 3,963.00
CATALINO RICHARD	\$ 3,921.47
Vanessa Cage and Tri	\$ 3,903.25
SORIN LAW PC	\$ 3,875.98
HVG MILL PINE ASSOCI	\$ 3,849.00
THE LIGHT BULB CO	\$ 3,792.31
Anna Kozloski	\$ 3,768.72
CHARTER COMMUNICATIO	\$ 3,654.81
STANTEC CONSULTING	\$ 3,614.00
CONTRACT LOGIX LLC	\$ 3,576.00
ORTEGA KENDRA	\$ 3,500.00
VANTUBERGEN, TREUTLE	\$ 3,500.00
PLUMMER'S ENVIRONMEN	\$ 3,429.25
BELLEFEUIL SZUR & A	\$ 3,354.00
QONVERGE LLC	\$ 3,333.34
ACCELA INC	\$ 3,309.12
DEPREE DORIS MARGARE	\$ 3,268.00
MORITZ, JOHN, LAW OF	\$ 3,224.57
MICHIGAN GAS	\$ 3,207.33
OTTAWA, COUNTY OF	\$ 3,195.70
OTTAWA COUNTY DEPUTY	\$ 3,184.00
SMITH THOMAS	\$ 3,178.65
INDIAN TRAILS CAMP	\$ 3,040.00
KAJOVID PROPERTIES	\$ 3,000.00
THORNELL BONNIE L	\$ 2,965.00

Vendor	Total Amount
SUN HOME SERVICES	\$ 2,958.72
JW EXCAVATING	\$ 2,900.00
TRACIE ROBIN SCOTT	\$ 2,842.02
MEDIATION SERVICES	\$ 2,800.00
ODP BUSINESS SOLUTIO	\$ 2,796.67
COOPERSVILLE CITY OF	\$ 2,778.92
ENGINEERING SUPPLY	\$ 2,744.71
GRAND VALLEY TOWING	\$ 2,741.00
HILLARD ELECTRIC, IN	\$ 2,678.40
DICKS TOWING & RECOV	\$ 2,609.00
UNIVERSITY TRANSLATO	\$ 2,520.19
COLEMAN KENYATTA KAT	\$ 2,483.32
Paul and Ann Motter	\$ 2,479.75
ZEELAND CITY OF	\$ 2,465.92
KERKSTRA PORTABLE	\$ 2,440.00
YOUNG MENS CHRISTIAN	\$ 2,406.00
BLARNEY CASTLE OIL C	\$ 2,383.03
CRIMINAL DEFENSE ATT	\$ 2,359.56
PINE RIDGE ADULT CAR	\$ 2,341.43
CLEANERS CHOICE	\$ 2,328.58
MICHIGAN ASSOCIATION	\$ 2,315.00
PLUMMER'S DISPOSAL	\$ 2,310.00
WMIPM	\$ 2,279.00
SWART EDWARD C	\$ 2,256.25
SLAIS TIMOTHY A	\$ 2,238.14
ANCHORAGE WEST LLC	\$ 2,224.00
CASE MANAGEMENT	\$ 2,214.80
STAPLES INC	\$ 2,192.88
PLATINUM LIVING LLC	\$ 2,190.37
FARE FAMILY INVESTME	\$ 2,190.00
Samira George Saqqa	\$ 2,185.63
ACHTERHOF SHIRLEE B	\$ 2,170.00
LIFE THERAPEUTIC SOL	\$ 2,167.50
DOORDASH	\$ 2,164.50
RAMOS DAVID	\$ 2,153.00
Dat TanNguyen, Hahn	\$ 2,118.60
GRAND HAVEN TRIBUNE	\$ 2,117.11
APPLIED BEHAVIORAL S	\$ 2,107.38
CUMULUS MEDIA NEW	\$ 2,100.00
FOLEY BARBARA	\$ 2,097.74
US DEPARTMENT OF TRE	\$ 2,090.56
REGENTS OF THE UNIVE	\$ 2,049.20
VISTA PRIVATE EQUITY	\$ 2,030.00
VICKI VARGO	\$ 1,984.00
Kevin Condon	\$ 1,975.31

Vendor	Total Amount
CASHSTAR INC	\$ 1,975.25
AT&T	\$ 1,949.43
GEORGETOWN TOWNSHIP	\$ 1,934.96
UNITED WAY OF AMERIC	\$ 1,919.78
PARAGON MICRO INC	\$ 1,894.84
GULL LAKE MARINE	\$ 1,865.29
FRUITPORT PUBLIC SCH	\$ 1,810.21
MAGNETIC NORTH CONSU	\$ 1,800.00
SHORELINE SERVICES	\$ 1,800.00
PETERSEN RESEARCH CO	\$ 1,800.00
LAKESIDE TOWING & RE	\$ 1,776.00
SUPERIOR SAW	\$ 1,765.40
D.A. BLODGETT ST JOH	\$ 1,764.34
CISCO INC	\$ 1,756.87
SMARTSHEET INC.	\$ 1,743.00
WALSH SUSAN K	\$ 1,742.00
SUMMIT FIRE PROTECT	\$ 1,710.75
VOICES FOR HEALTH	\$ 1,700.18
HENRY SCHEIN	\$ 1,684.86
LEXIPOL LLC	\$ 1,667.76
KHAMMANIVONG ANOUSON	\$ 1,665.00
OTTAWA COUNTY BAR	\$ 1,650.00
HEBERT, P.C.	\$ 1,528.28
NORTH OTTAWA COUNTY	\$ 1,500.00
DAVE BULTSMA & ASSOC	\$ 1,500.00
CORNERSTONE REAL EST	\$ 1,494.00
HUDSONVILLE FLORAL &	\$ 1,467.90
WAVELAND PROPERTY MA	\$ 1,464.00
OTTAWA COUNTY SHERIF	\$ 1,445.00
SUNSHINE PROPERTIES	\$ 1,421.00
SCHREUR PRINTING	\$ 1,418.01
BRINKS INC	\$ 1,406.16
EVERCOMMERCE SOLUTIO	\$ 1,405.35
BETHESDA FARM	\$ 1,398.32
LANSING SANITARY SUP	\$ 1,389.85
SHORELINE SPRINKLING	\$ 1,370.00
JACOB C DEBOER	\$ 1,347.00
JEWETT HEATING	\$ 1,315.00
MELODY VANDERWEIDE	\$ 1,300.00
INFINITY BLLING ENT	\$ 1,282.62
COVENANT ENABLING	\$ 1,273.17
WEST SHORE SERVICES	\$ 1,261.00
MEYER RANDALL G	\$ 1,259.50
MCRAE ENTERPRISE LLC	\$ 1,257.00
COVELLO CHARLES B	\$ 1,255.86

Vendor	Total Amount
MUSKEGON AREA INTER	\$ 1,227.09
GLAXOSMITHKLINE	\$ 1,220.33
TELETASK INC	\$ 1,200.00
W AND M PROPERTY VEN	\$ 1,200.00
SAFEGUARD PEST SOLUT	\$ 1,200.00
FIDELITY LANGUAGE	\$ 1,186.76
MACHASIC RYAN H	\$ 1,183.16
HOPE NETWORK WEST MI	\$ 1,175.99
GRAND HAVEN CHARTER	\$ 1,164.23
FARRIS NATHAN LOWELL	\$ 1,150.00
AMP ELECTRIC	\$ 1,129.00
UNIVERSAL UTILITIES	\$ 1,121.47
KHOENLE ROBERT	\$ 1,080.14
PATTERSON DENTAL SUP	\$ 1,079.05
MI REAL ESTATE MANAG	\$ 1,075.00
WOLTERS ELECTRIC INC	\$ 1,065.00
OTTAWA CONSERVATION	\$ 1,050.00
RECTRAC	\$ 1,050.00
DEJONG ELDON	\$ 1,044.00
CROCKERY TOWNSHIP	\$ 1,037.81
DEMANN GREGORY S	\$ 1,026.00
ALTOGAS INC	\$ 1,009.35
BOB BARKER COMPANY	\$ 1,009.22
RADIAN SETTLEMENT SE	\$ 1,000.40
EARLE PRESS	\$ 1,000.00
DISCOUNTCELL INC	\$ 993.49
PEAK PERFORMERS	\$ 979.30
HD RECOVERY LLC	\$ 975.00
SPEEDWAY PREPAID CAR	\$ 964.25
WILLIAMSBURG PROPERT	\$ 950.00
GH NORTH SHORE APTS	\$ 925.00
HAMMAN AMY	\$ 920.00
GRAND VALLEY STATE	\$ 900.00
WEDGWOOD CHRISTIAN	\$ 899.84
KELLY WILLIAM G	\$ 887.10
ICE RENTALS	\$ 873.00
BLENDON TOWNSHIP	\$ 849.39
HIDDEN DUNES APARTM	\$ 848.00
KOTOWSKI, KIMBERLY	\$ 840.00
YELLOW LIME CREATIVE	\$ 831.97
COSTAR REALTY INFORM	\$ 825.56
BATTAGLIA GARY	\$ 825.00
CRAN HILL MINISTRIES	\$ 825.00
JENISON CRAIG	\$ 822.74
BOUMAN VICTORIA A	\$ 822.00

Vendor	Total Amount
ALLEN JENSEN	\$ 817.00
RONALD UPRIGHT	\$ 804.00
ROBERTS LESLIE	\$ 791.78
HOSPITAL NETWORK	\$ 790.00
BRUMMELS SALES	\$ 789.00
THE DEPOT	\$ 771.00
PDDS BUYER LLC	\$ 768.84
BOEREMA STEPHEN	\$ 767.00
CATALIS COURTS & 12191 FELCH ST LDHA	\$ 756.00
MIKA MEYERS BECKETT	\$ 754.00
LEGAL ADVANTAGE WEB	\$ 738.00
A & R INVESTMENTS	\$ 735.69
GREATER OTTAWA CO	\$ 732.00
POLKTON CHARTER TOWN	\$ 723.25
TRAPPERS COVE APARTM	\$ 712.18
WESTMINSTER PRESBYTE	\$ 706.00
JUSTICE WORKS LLC	\$ 700.00
CARDENAS STEPHANIE M	\$ 700.00
HIWAY INN	\$ 696.15
ANSWER UNITED	\$ 695.65
CURCIO CHARLES	\$ 695.00
DTE ENERGY COMPANY	\$ 690.59
PRO-LOW MOVING	\$ 684.00
MARTINDALE DANIEL	\$ 683.68
BEHAVIOR ALLIANCE LL	\$ 676.50
ONE DAY NICHE	\$ 675.00
MED-TECH SUPPORT	\$ 675.00
JACO CIVIL PROCESS I	\$ 674.69
KUSTOM SIGNALS INC	\$ 674.00
MONTCALM CARE CENTER	\$ 651.52
CLAPP CHARLES	\$ 650.00
LAKESHORE PROPERTY	\$ 635.00
MARTINEZ FILADELFO	\$ 632.00
LINDE GAS & EQUIPMEN	\$ 629.40
TRANSUNION RISK AND	\$ 627.10
JAMIE PANCY	\$ 623.00
SHARON ALONA	\$ 618.89
BRIGGS JUANITA C	\$ 616.00
70X7 LIFE RECOVERY	\$ 611.82
GATEHOUSE MEDIA MICH	\$ 605.96
PITNEY BOWES INC	\$ 603.67
SOURIPHANH CHAVEZ	\$ 600.00
HAZTECH SYSTEMS INC	\$ 597.00
LIFELOC TECHNOLOGIES	\$ 592.00

Vendor	Total Amount
GERBER COLLISION	\$ 587.10
ADECCO USA INC	\$ 576.72
MJCT HOLDINGS INC	\$ 568.00
BLACK RIVER RENTALS	\$ 567.00
CALDER CITY TAXICAB	\$ 550.00
LABRECK ANN M	\$ 532.23
WILCOX NEWSPAPERS	\$ 520.00
K & R TRUCK SALES IN	\$ 507.00
JEFFREY J VANHUIS -	\$ 506.00
FERRYSBURG CITY OF	\$ 503.10
ANYPROMO.COM	\$ 500.52
GROOTERS RONALD L	\$ 500.00
JULIE CRONE	\$ 500.00
JUEL GREVENSTUK	\$ 500.00
THE RAPID GROUP LLC	\$ 496.00
LANDSCAPE DESIGN	\$ 490.59
MRG-TRANSLATIONS	\$ 487.50
LANGUAGE LINE SERVIC	\$ 486.56
ABC ACCURATE LANGUAG	\$ 470.00
PARKER KAREN	\$ 450.00
VILLAGE SELF STORAGE	\$ 450.00
GFL ENVIRONMENTAL SE	\$ 449.81
TRI-CITY TOWING SERV	\$ 427.00
OTTAWA LIMITED DIVID	\$ 423.00
PARK TOWNSHIP	\$ 421.93
HOME SAFE HOME MICHI	\$ 412.50
DAHL COOPER	\$ 408.00
ZEELAND CHARTER	\$ 406.59
COMCAST HOLDINGS COR	\$ 405.70
HERITAGE HOME INC	\$ 405.65
PETERSON DAVID M	\$ 405.13
KEPS TECHNOLOGIES	\$ 404.95
CHARM-TEX INC	\$ 403.60
MATTHEW JOHN RIENSTR	\$ 400.00
KOZAKIEWICZ JOSEPH	\$ 400.00
NEWHOUSE KRISTAN A	\$ 400.00
GRUPPEN SERVICES, IN	\$ 400.00
ELECTION CENTER	\$ 398.00
BEN'S RUBBER STAMPS	\$ 385.55
CENTER FOR WOMEN	\$ 360.00
TRIPLOG INC	\$ 354.00
BENJAMIN'S HOPE	\$ 352.73
SOVA & KELLY P.C.	\$ 352.09
ENTERPRISE ENVELOPE	\$ 350.54
KEITH HENRY	\$ 350.00

Vendor	Total Amount
CURTIS CATHERINE L	\$ 339.00
POCKETALK INC	\$ 329.00
TRAFFIC & SAFETY CON	\$ 320.00
ASSOCIATED LANGUAGE	\$ 315.00
GREAT LAKES SPECIAL	\$ 308.50
LOUIS PADNOS IRON	\$ 304.48
DEAF INC	\$ 301.14
OFIELD FUNERAL HOME	\$ 300.00
LAWRENCE TOWING LLC	\$ 300.00
ROBIN SIMMONS	\$ 300.00
CONTROL SOLUTIONS IN	\$ 300.00
ERHORN CONSTRUCTION	\$ 300.00
JUVENILE COURT ASSOC	\$ 295.00
MORGAN CRYSTAL LAW	\$ 288.00
LAWSON PRODUCTS INC	\$ 277.36
MICRGRAPHICS	\$ 267.00
MATTHEW BENDER	\$ 262.10
MURPHY KATHY H	\$ 260.00
INFINISOURCE INC	\$ 260.00
JACOB ZOMBERG	\$ 259.00
LKM TOWING LLC	\$ 255.00
TRINITY HEALTH	\$ 255.00
LOGAN KORNOELJE	\$ 250.00
EDWARD JOHN THOMPSON	\$ 250.00
JAMES SCOZZARI	\$ 250.00
KALEIGH WISNIEWSKI	\$ 250.00
ASHLEY GREENWAY	\$ 250.00
ACENTEK	\$ 249.80
COMPAAN DOOR	\$ 249.00
PURCHASE POWER	\$ 247.34
INTEGRITY BUSINESS	\$ 245.37
ELIZABETH ANNE HAGER	\$ 237.75
MICHAEL EDWARD MELIN	\$ 233.63
MIKALAN ROOFING INC	\$ 229.28
RIVERBEND BODY SHOP	\$ 226.00
ELIZABETH RILEY CAIR	\$ 225.38
MICHELLE RENEE JONKE	\$ 222.75
GORDON WATER SYSTEMS	\$ 216.81
BARBARA ILENE DZIRNI	\$ 213.38
SHERRI LYNN WABEKE	\$ 209.25
JAMES JOSEPH FARBER	\$ 205.88
GUARDIAN ALLIANCE TE	\$ 204.00
LEAH ELIZABETH BULTM	\$ 202.13
CUNNINGHAM DALMAN	\$ 201.00
WN LAW PLLC	\$ 200.00

Vendor	Total Amount
BILL CLEMONS	\$ 200.00
GREEN BRENT HUNGERFO	\$ 200.00
ADAM EARLE	\$ 200.00
TALLMADGE CHARTER	\$ 198.29
CENTER FOR INTERNET	\$ 198.00
DAVID CHAD WALTERS	\$ 191.63
JOHN R BUTH	\$ 185.00
CROESE GABRIELA	\$ 170.82
HUDSONVILLE CITY OF	\$ 164.54
CORELOGIC TAX SERVIC	\$ 161.97
JAMESTOWN CHARTER	\$ 161.64
LAURA LYNN ROHRS	\$ 161.25
GRAPHIX SIGNS & EMBR	\$ 160.08
NURSE ADMINISTRATORS	\$ 155.00
AINSLEY WARREN	\$ 152.63
J&S SOLUTIONS	\$ 145.60
OTTAWA COUNTY EMPLOY	\$ 145.00
STEVEN MARION DUFON	\$ 141.38
MICHAEL PATRICK LONE	\$ 141.38
LIAISON LINGUISTICS	\$ 140.00
GALLS AN ARAMARK COM	\$ 135.99
ALLENDALE SCHOOLS	\$ 135.00
LEAH MARIE TRITT	\$ 130.00
SUMMER JEAN OSBORN	\$ 130.00
NOAH DAY	\$ 130.00
KIMBERLY WELLS	\$ 130.00
EMILIO ESTABAN MENDE	\$ 130.00
Ritchie Trust	\$ 127.41
STEENWYK BETH A	\$ 127.27
HBI SERVICES INC	\$ 126.77
TYLER MICHAEL SPRING	\$ 122.50
INTERCARE COMMUNITY	\$ 120.30
OTTAWA CO FOC EMPLOY	\$ 120.00
MED-1 HOLLAND	\$ 110.00
OFFICE MACHINES	\$ 108.06
MARY WILEY	\$ 100.00
SHIRLEY MEYER	\$ 100.00
LATITUDE SUBROGATION	\$ 100.00
BEVERLY NYHUIS	\$ 100.00
GRAND RAPIDS BAR ASS	\$ 100.00
MIKE GOHN	\$ 90.00
FIRE PROTECTION PROS	\$ 85.50
MILLER CONSULTATIONS	\$ 84.00
RANEE LYNN RINGWOLD	\$ 80.40
GRAPHIX GURUS	\$ 75.00

Vendor	Total Amount
WOLFE RACHEL K	\$ 71.99
GABRIEL MATTHEW TAYL	\$ 71.75
KATIE LYNN VANDOESEL	\$ 68.75
WESTON CHARLES JEWET	\$ 68.38
SIMON JAMES CRITES	\$ 68.25
ASHLEY BROOKE SCHWAR	\$ 67.00
METCALF SANDRA	\$ 66.80
ASHLEY MARIE NAGELKI	\$ 66.38
MARCY MAE MEINZER	\$ 66.25
RODNEY JEROME VANDYK	\$ 66.25
ALLIANCE ANALYTICAL	\$ 66.00
CINDY ANN MALLEKOOTE	\$ 65.88
DIANE MARIE KINDIG	\$ 65.63
MED-1 LEONARD LLC	\$ 65.00
JAMIE LYNN RODRIGUEZ	\$ 64.75
KATIE ANN HASSEVOORT	\$ 64.38
DONNA BUNCE	\$ 64.12
COPE RANDAL J	\$ 64.12
WEST MICHIGAN UNIFOR	\$ 63.56
LINDA LOUISE SCHALTZ	\$ 63.38
BARNES STEVEN LEO	\$ 62.78
EAGLE COUNTY SHERIFF	\$ 62.64
DIANE SUE SYBESMA	\$ 62.13
ALEXIS KATHERINE LAM	\$ 61.75
JOHNSON, ERIC	\$ 61.44
ANTHONY JESSE GARCIA	\$ 61.20
MICHAEL RYAN VANDAM	\$ 60.38
AMERICAN GAS & OIL	\$ 60.00
KATHRYN ANN JACOBS	\$ 59.63
ROFFEY KYLE	\$ 59.22
LANDON JAMES WIEBENG	\$ 59.13
STEVEN SAVAGE	\$ 58.76
VANHOVEN BETH	\$ 58.76
BARBARA ANN BAILEY	\$ 58.75
MASON JAMES BROOKS	\$ 58.38
KNEBL NICHOLAS E	\$ 57.42
BIRD THOMAS	\$ 57.42
KRISTOPHER RYAN-MICH	\$ 56.63
TYLER SCOTT HULST	\$ 56.50
RONALD MARTIN OSKAM	\$ 56.50
KEVIN WILLIAM HOULE	\$ 56.13
DEREK JON SMEENGE	\$ 56.13
JOSEPH GARY BANNISTE	\$ 56.13
ALLENDALE CHARTER	\$ 55.39
BRITTNAY MARIE WIX	\$ 55.38

Vendor	Total Amount
WESTERN SURETY COMP	\$ 55.00
WICK ROBIN	\$ 54.74
TAM MINH NGUYEN	\$ 54.38
SUSANNE THERESA VEEN	\$ 52.50
ROCKMAN STEPHEN	\$ 52.06
DAVID CHARLES BEGIN	\$ 52.00
PARNIN DAVID	\$ 50.72
AIRGAS USA LLC	\$ 49.63
LORRIE KIM LANTING	\$ 49.20
EDK M SLOAN	\$ 48.88
OTTAWA COUNTY CENTRA	\$ 45.71
ABSOPURE WATER COMPA	\$ 45.45
VANDERZWAAG ROBERT	\$ 45.36
CHELSEA RIANNE VANEY	\$ 43.50
OLIVE TOWNSHIP	\$ 43.32
SHI INTERNATIONAL	\$ 43.31
AMYJO MARIE EDWARDS	\$ 43.25
VILAYVONE SPHABMIXA	\$ 42.75
JEAN DOORNEWERD	\$ 41.40
GARY JOSEPH KESSLER	\$ 41.38
CONNER KREIDER - SAM	\$ 40.08
ARTHUR WOOD	\$ 40.00
KLAVER GERARD	\$ 39.60
WILLIAM FRANKLIN BRA	\$ 39.00
BRANDON SCOTT WOOTEN	\$ 38.13
BRETT CORNELL VANTOL	\$ 37.38
ANNIKA ROSE BREIMAYE	\$ 34.00
PORT SHELDON TOWNSHI	\$ 33.33
COURTNEY LYN BEDROSI	\$ 32.88
AMANDA BEAUDOIN	\$ 25.26
SPRING LAKE TOWNSHIP	\$ 21.66
JUSTIN T HATZEL	\$ 20.00
KEN PIERSON - EARLY	\$ 16.14
KELLY JOHNSON	\$ 15.00
ALAINA KALIE WHITE	\$ 14.19
ROBERT GUY FIDLER	\$ 13.02
KAAT'S WATER COND	\$ 12.50
NICHOLAS BEAUDOIN	\$ 12.00
MUSKEGON, COUNTY OF	\$ 10.00
VICTOR JOHN KRUEGER	\$ 9.51
BIANCA MAGGIE VARNAD	\$ 9.51
UNIVERSAL CREDIT SER	\$ 7.50
JAMESTOWN TOWNSHIP	\$ 7.41
MASON CREGG	\$ 4.00
Grand Total	\$ 47,390,498.09

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

Vendor	Total Amount
AMAZON MKTPLACE PMTS	\$ 33,838.41
AMAZON.COM	\$ 16,042.15
THE WEBSTAUANT STOR	\$ 5,920.16
4IMPRINT INC	\$ 5,755.38
PAYPAL	\$ 4,153.00
BLACKHAWK SUPPLY	\$ 4,071.64
KOLBE CORP	\$ 3,958.00
STAPLES INC	\$ 3,590.58
INTUIT INC	\$ 3,039.77
LOWE'S HOME CENTERS	\$ 2,871.15
WEST MICHIGAN UNIFOR	\$ 2,792.61
STATE BAR OF MICHIGA	\$ 2,712.28
ODP BUSINESS SOLUTIO	\$ 2,550.22
KENDALL ELECTRIC	\$ 2,531.54
GRAND TRAVERSE RESOR	\$ 2,476.40
GRAND ARBOR GROUP	\$ 2,427.60
FACEBK *LJEDBE582	\$ 2,261.62
GRAPHIX SIGNS & EMBR	\$ 2,222.40
MENARD INC	\$ 2,211.43
GFS MKTPLC	\$ 2,139.37
MARRIOTT	\$ 2,036.53
SP MHS: MULTI HEALTH	\$ 2,000.00
GRAINGER INC	\$ 1,963.23
SP BMOC INC.	\$ 1,962.50
ALL HANDS FIRE EQUIP	\$ 1,895.57
BATTLE BOARD	\$ 1,805.60
THE HOME DEPOT	\$ 1,795.46
B & H FOTO & ELECTRO	\$ 1,640.76
LABELS STICKERS & MO	\$ 1,600.00
DIVE RIGHT IN SCUBA	\$ 1,580.00
ULINE INC	\$ 1,562.46
WALMART STORES INC	\$ 1,514.81
DRI*ADD-IN EXPRESS L	\$ 1,481.88
ZOOM VIDEO COMMUNICA	\$ 1,473.10
SAFER SOCIETY FOUNDA	\$ 1,447.50
TOMMY'S EXPRESS LLC	\$ 1,439.99
NEW PIG CORPORATION	\$ 1,417.37
SQ	\$ 1,343.88
LAKE MICHIGAN ANIMAL	\$ 1,340.82
HAM RADIO OUTLET	\$ 1,304.75
POCKETALK INC	\$ 1,271.00

Vendor	Total Amount
MEDIATION SERVICES	\$ 1,260.00
MOUNTAIN GRD LODGE	\$ 1,244.83
BUILDASIGN.COM	\$ 1,165.12
FASTENAL COMPANY	\$ 1,162.00
TEQUIPMENT	\$ 1,143.05
CRISIS PREVENTION IN	\$ 1,084.65
GLOBAL PROTECTION	\$ 1,053.88
CDW GOVERNMENT INC	\$ 1,013.76
SJS PARTNERSHIP	\$ 992.00
MICHIGAN, STATE OF	\$ 984.15
CANVA* 02514-0542599	\$ 956.00
JRBADGES	\$ 915.00
BUCKSTAFF PUBLIC SAF	\$ 900.58
SALESFORCE.COM SERVI	\$ 890.40
COCHRANE SUPPLY AND	\$ 875.85
COLUMBIA SPORTSWEAR	\$ 864.60
TRACTOR SUPPLY	\$ 862.84
GEMMENS INC	\$ 826.67
MOTOROLA SOLUTIONS	\$ 825.00
D AND S NORTH LLC	\$ 813.03
MEIJER # 217	\$ 809.70
STICKER MULE	\$ 806.50
MICHIGAN STATE	\$ 803.20
TRINIDAD RESORT & CL	\$ 790.05
GET YOUR PINK BACK	\$ 773.33
MICHIGAN CERTIFICATI	\$ 770.00
CAMERACANAD	\$ 761.69
REPUBLIC SERVICES IN	\$ 715.00
GUARDIANANGELDEVICE	\$ 692.91
D BAKER & SON LUMBER	\$ 679.00
LITTLE AM SALT LAKE	\$ 643.96
WOLTERS ELECTRIC INC	\$ 640.56
VISTAPR*VISTAPRINT.C	\$ 638.89
EB *TEDXMACATAWA 201	\$ 628.52
ANN ARBOR HOTEL	\$ 625.80
WOODLAND COMMERCIAL	\$ 614.97
MEIJER INC	\$ 595.22
SOCIETY FOR HUMAN RE	\$ 595.00
DNH*GODADDY#31788902	\$ 591.26
INTERNATIONAL LAW EN	\$ 580.00
RADWELL INTERNATIONA	\$ 576.68
INTEGRITY BUSINESS	\$ 544.51
FENIX LIGHTING	\$ 544.00
VITALITY MEDICAL INC	\$ 539.55
TRIGO BREAD COMPANY	\$ 527.88

Vendor	Total Amount
1000BULBS.COM	\$ 527.80
AMERICAN TRAILS	\$ 525.00
PSYCHOLOGICAL ASSESS	\$ 511.98
STAPLES CONTRACT AND	\$ 509.97
QUALITY LOGO PRODUCT	\$ 496.10
CBI*NITRO PDF	\$ 492.15
ANDAX INDUSTRIES LLC	\$ 491.67
MPC INVESTMENT LLC	\$ 485.36
BOYNE USA INC	\$ 472.73
ELECTION CENTER	\$ 459.00
BOB BARKER COMPANY	\$ 447.45
NRPA HOUSING	\$ 444.07
CRADLEPOINT	\$ 426.00
LANDSCAPE COMM EVENT	\$ 420.00
SP KIWI BREACHING	\$ 407.95
HAMPTON INN HOTELS	\$ 400.68
QUALI TEES	\$ 396.00
CONSUMERS ENERGY	\$ 383.24
SUPPLYHOUSE.COM	\$ 372.40
MOBILEX USA	\$ 365.00
IFMA EVENT 2	\$ 364.00
CANAL PLASTICS	\$ 358.57
STANLEY STEEMERBYCTR	\$ 358.00
SP MY MEDICAL OUTLET	\$ 349.99
PROJECT MANAGEMENT I	\$ 349.00
ABILITY REFRIGERANTS	\$ 345.00
AMERICAN NATIONAL RE	\$ 342.00
CHIPOTLE	\$ 333.95
HAZELDEN PUBLISHING	\$ 312.15
PRINTING SYSTEMS INC	\$ 310.48
HOLLAND BOARD OF PUB	\$ 300.72
HILTON GARDEN INN	\$ 296.14
HYATT HOTELS	\$ 287.74
BOCA LEADERSHIP LLC	\$ 287.00
INTEGRITY PROPERTY H	\$ 276.00
FTP TODAY	\$ 275.00
PESI INC	\$ 274.98
HARBOR FREIGHT TOOLS	\$ 271.68
AMERICAN ASSOCIATION	\$ 255.00
DE BRUYN SEED CO INC	\$ 252.42
TARGET	\$ 251.99
WEST MICHIGAN POSTAL	\$ 250.78
GIVE EM A BRAKE SAFE	\$ 250.00
SPL*LAKESHORE ETHNIC	\$ 250.00
HOPS AT 84TH EAST	\$ 249.69

Vendor	Total Amount
LDV INC	\$ 248.87
PRO-COMM INC	\$ 235.00
VOSS LIGHTING	\$ 232.00
SPRINGHILL SUITES	\$ 223.76
ADEMA ALTERNATOR & S	\$ 223.50
MICROSOFT CORP	\$ 223.36
GRAND HAVEN BOARD	\$ 217.95
ENGINEERING SUPPLY	\$ 216.30
DOMINO'S 1253	\$ 201.36
MACATAWA AREA EXPRES	\$ 200.00
THE LINKS AT ROLLING	\$ 192.00
REPCOLITE PAINTS	\$ 187.92
DELL COMPUTER CORP	\$ 187.06
THE WOODEN SHOE	\$ 186.88
UNITED PARCEL SERVIC	\$ 182.12
FORESTRY SUPPLIERS	\$ 180.92
LANSING COMMUNITY CO	\$ 180.00
HOLIDAY INNS	\$ 178.50
GOTPRINT.COM	\$ 175.18
LAZ PARKING M39201FL	\$ 174.00
NPDB NPDB-HIPDB.HRSA	\$ 172.50
UBER TECHNOLOGIES IN	\$ 169.40
BLUE 360 MEDIA	\$ 169.07
ALLISONHOUSE LLC	\$ 164.89
ETNA DISTRIBUTORS LL	\$ 159.61
MANCINO'S OF HOLLAND	\$ 158.31
JIMMY JOHNS - 373 -	\$ 154.00
TURTLEBACK	\$ 153.88
CHILDREN'S ASSESMEN	\$ 150.00
LUNDSTROM JON	\$ 150.00
THINKIFIC.COM	\$ 149.00
THE MANDT SYSTEM INC	\$ 148.00
CURTIS WEB	\$ 144.31
FORENSIC FLUIDS LABO	\$ 144.00
KULLY SUPPLY	\$ 134.46
FAMILY FARE	\$ 132.66
MICHIGAN WATER ENVIR	\$ 125.00
OTTAWA CONSERVATION	\$ 125.00
THE TABLE GROUP	\$ 125.00
DROPBOX*DR7LGB3321WK	\$ 119.88
JETS PIZZA - ZEELAND	\$ 114.33
SPILL 911 INC	\$ 114.25
PYRAMID HOTEL GROUP	\$ 111.93
HUDSONVILLE LANES	\$ 110.00
GERALD R FORD INTNL	\$ 108.00

Vendor	Total Amount
TOUCH OF CLASS AUTO	\$ 103.75
MIDWAYHOTSPOT.COM	\$ 100.97
GANNETT NEWSRPR CN	\$ 100.28
BHN*MEIJERG	\$ 100.00
SHEPLERS MACKINAN IS	\$ 100.00
CLASH GRAPHICS	\$ 99.98
WYNDHAM	\$ 98.75
SUPERIOR SPORT STORE	\$ 95.00
ADVANCE STORES COMPA	\$ 93.73
PITNEY BOWES INC	\$ 91.29
CARELINC HOME MEDICA	\$ 90.00
CRAFTMASTER HARDWARE	\$ 89.81
HOBBY LOBBY STORES I	\$ 89.07
BATTERIES+BULBS #044	\$ 87.92
BP INVESTORS LLC	\$ 85.37
MARK'S PHOTO & VIDEO	\$ 83.98
GOVT SOCIAL MEDIA	\$ 79.00
VITALSOURCE	\$ 79.00
COMFORT CONTROL SUPP	\$ 76.96
FLOYDS TIRE & AUTO R	\$ 76.89
GPS*MUSKEGON COUNTY	\$ 75.00
CHECKR INC CHECKR.CO	\$ 74.49
CERTIFIED MAIL ENVEL	\$ 74.08
MARCOS PIZZA #1142	\$ 73.94
SHERWIN-WILLIAMS CO	\$ 70.60
BOUNDTREE MEDICAL	\$ 69.26
IPRINT TECHNOLOGIES	\$ 68.00
WINGSTOP 2607	\$ 65.00
INTERSTATE BOOKS4SCH	\$ 65.00
MARATHON PETRO	\$ 64.26
OLD NAVY 5351	\$ 61.98
GRAND VALLEY STATE	\$ 60.00
CHAMBER OF COMMERCE	\$ 60.00
PIONEER WORKS INC	\$ 59.95
LYFT *RIDE SUN 1PM	\$ 59.28
HEALTH HUTT #3	\$ 58.97
TELE-RAD INC	\$ 57.00
PAY*BOWERMAN S ON 8T	\$ 56.00
GRAND RAPIDS CITY OF	\$ 54.00
NATIA	\$ 50.00
ADOBE SYSTEMS INC.	\$ 49.98
ACADEMY - CDR	\$ 46.24
GRAND HAVEN CITY OF	\$ 45.23
FACEBK R6PZSVJLL2	\$ 42.87
RUSS RESTAURANT-NORT	\$ 40.00

Vendor	Total Amount
NOUNPROJECT.COM	\$ 39.99
BEN'S RUBBER STAMPS	\$ 32.75
REMARKABLE	\$ 31.99
2COCOM*VIDEOSOFTDEV.	\$ 29.99
TECHSMITH CORPORATIO	\$ 28.83
APPLE CART INVESTMEN	\$ 26.34
PORT SHELDON PARTY S	\$ 24.37
REV.COM INC	\$ 24.25
LITTLE CAESARS 3704-	\$ 23.66
SCULLY PLANNER	\$ 23.45
CROSS COUNTRY CYCLE	\$ 21.00
ALLENDALE TRUE VALU	\$ 20.97
MAILCHIMP	\$ 20.00
ZAZZLE INC	\$ 19.45
ELLIS PARKING	\$ 18.00
CANVAS KING	\$ 15.60
INTERNATIONAL TRANS	\$ 13.53
APL* IPSTACK	\$ 12.99
CBI ONLINE	\$ 12.00
58TH DISTRICT COURT	\$ 11.79
LIBIB.COM	\$ 11.00
GORDON WATER SYSTEMS	\$ 10.79
WALGREENS #3349	\$ 10.49
MICHIGAN WEST COAST	\$ 10.00
REGISTER@FAA 344CYY9	\$ 10.00
PORT SHELDON BP	\$ 9.51
3R&J CONSULTING	\$ 2.00
AMAZON WEB SERVICES	\$ 1.00
COMFORT INNS	\$ (10.20)
RADISSON	\$ (11.88)
4 ALL PROMOS	\$ (12.09)
WWW.REVEALCELLCAM.CO	\$ (12.24)
RECONYX INC	\$ (30.00)
TREETOPS ACQUISITION	\$ (257.90)
Grand Total	\$ 205,309.81

**Appendix B : Employee Reimbursement
Approved Claims October 21 - November 15, 2024**

Vendor	Total Amount
MAGLEY ERIN	\$ 1,070.87
MIEDEMA KAREN	\$ 919.46
CRITCHLOW CURTIS	\$ 899.27
VAZQUEZ CYNTHIA	\$ 863.73
SCHAFFER KATELYN	\$ 797.40
ZELICHOWSKI ERIC	\$ 780.63
QUIST AMIE	\$ 708.79
CATALINO LORI	\$ 694.27
PYLE JONATHAN	\$ 663.42
QUIGLEY KELSEY	\$ 637.66
GONZALES JOSHUA	\$ 619.75
RITTER ABBY	\$ 568.87
SEBESKY ALYSSA	\$ 563.14
BEDNAREK ANNA	\$ 536.66
SIELSKI PHILIP	\$ 516.57
GUIKEMA-BODE SAMUEL	\$ 478.60
BUSSCHER BRIAN	\$ 468.49
DERIGE JESUS	\$ 467.96
BARTHELEMY BRANDON	\$ 460.54
BORDEWYK BRADLEY	\$ 460.22
YONKERS BROOKE	\$ 451.85
CHLYSTEK TYLER	\$ 440.39
MOLHOEK NEALY	\$ 437.51
SCHULZ TIMOTHY	\$ 419.42
LANGHOLZ CHRISTOPHER	\$ 415.15
HELDER VERNON	\$ 414.32
NIEBOER THOMAS	\$ 408.97
DELANO LEAH	\$ 400.70
LISOWICZ EMILY	\$ 395.97
BOYD TRISTA	\$ 394.99
TOBER CHRISTINE	\$ 386.63
BOCANEGRA JUANITA	\$ 383.91
CLAUSING KATIE	\$ 383.79
WALLACE JOHANNA	\$ 378.09
BODBYL-MAST AMY	\$ 375.08
REENDERS ANDREA	\$ 374.25
LAKE SANDRA	\$ 363.23
WINEGAR DEANNA	\$ 353.07
SANCHEZ RACHEL	\$ 352.58
WILLIAMS CHRISTINE	\$ 351.19
KETTRING JUDY	\$ 341.16

Vendor	Total Amount
VER DUIN LESLIE	\$ 340.85
VILLANUEVA ANDREW	\$ 338.38
SMITH ERIN	\$ 338.35
SCHANER ABIGAIL	\$ 336.35
GARCIA CECILIA	\$ 324.94
ROEBUCK JUSTIN	\$ 322.14
GUSTAFSON JENNIFER	\$ 303.68
OESCH STEPHANIE	\$ 301.00
BOS MARK	\$ 300.16
ZANTELO ADAM	\$ 298.35
GREGORY MICHAEL	\$ 296.61
KUIPER JULIE	\$ 295.68
PRICE DEBORAH	\$ 288.64
REICHARDT JAMES	\$ 284.75
SCHUERCH CHRISTOPH	\$ 284.16
BOSCH GLENN	\$ 280.33
MCDONALD MORGAN	\$ 277.24
LOPEZ, RAMON SOTO	\$ 276.71
VANDENHEUVEL PAM	\$ 275.08
TILES SHEILA	\$ 272.02
BAUM SHAWNA	\$ 268.27
ZAMORA ANA	\$ 267.33
SOUTH VICKI	\$ 267.20
KONING BARBARA	\$ 256.43
KRIEG PATRICIA	\$ 254.73
VILLANUEVA EDWIN	\$ 252.34
SHAW DREW	\$ 249.57
NIEBOER REBECCA	\$ 249.24
ESCOT CLARISSA	\$ 248.94
SANDS TERRANCE	\$ 246.56
DYKSTRA BRANDON	\$ 246.56
TEACHOUT CHRISTIAN	\$ 245.89
ARNOLD NICHOLAS	\$ 243.75
ZORN CHERYL	\$ 242.54
GREINER SHAUN	\$ 238.00
HALL MATTHEW	\$ 237.53
WHITE ANNA	\$ 237.12
BOERMA ASHLIE	\$ 235.84
FRANKLIN SUSAN	\$ 235.84
PHELPS JESSICA	\$ 233.44
WEEMHOFF MEGHAN	\$ 230.48
SCHMID MATTHEW	\$ 230.48
CHAVEZ FIDEL	\$ 228.55
VANDEN BOSCH ALAN	\$ 214.40
CLARK CHERYL	\$ 209.00

Vendor	Total Amount
KOLEHOUSE WAYNE	\$ 206.74
POWELL KEARRA	\$ 206.44
HOWELL JACKSON	\$ 205.68
CARRIER NICKOLAS	\$ 204.75
SAGE KRISTIN	\$ 197.99
SACHS PAUL	\$ 196.51
DANDRON MARY	\$ 194.48
RAMSEY WILLIAM	\$ 192.29
DYKHUIZEN EMILY	\$ 191.46
HUNT LOUIS	\$ 185.71
PARRISH MATTHEW	\$ 172.86
SCHROEDER DEREK	\$ 170.00
SADDLER CHRISTINE	\$ 170.00
GAMBY BRADLEY	\$ 166.84
HAAS JOELLEN	\$ 166.16
MACPHAIL SYDNEE	\$ 164.15
KEMPEMA TYLER	\$ 156.41
HULSING JON	\$ 154.77
ANTAYA REBECCA	\$ 151.42
ASH STEPHANIE	\$ 146.40
WALTERS JONATHAN	\$ 146.21
SCHIPPER BETH	\$ 136.68
KUNTZ NATALIE	\$ 135.81
LEFFMAN SAMANTHA	\$ 135.34
KOSTER ANN	\$ 134.25
SANCHEZ PEDRAZA PENE	\$ 134.00
TUBERGEN JAY	\$ 131.32
THACKTHAY KEANA	\$ 125.38
BALLARD WILLIAM	\$ 124.54
HEADLEY KELLI	\$ 120.60
MEDEMA BENJAMIN	\$ 119.93
MEYER EMILY	\$ 119.26
ARIZOLA ESTHER	\$ 118.86
OOMEN TRACY	\$ 116.58
WHEATON TRAVIS	\$ 116.00
SAMPSON MICHELE	\$ 116.00
DEWITT DAVID	\$ 116.00
WAITE LOREEN	\$ 115.36
COVINGTON CASSANDRA	\$ 113.23
UGANSKI LISA	\$ 112.56
FISHER LEE	\$ 112.56
RUSHLOW TRACI	\$ 111.98
PEPPER THAD	\$ 111.90
HOEGEN CANDICE	\$ 111.66
VUKUSIC BETHANY	\$ 108.74

Vendor	Total Amount
DEBOER ERIC	\$ 105.00
CASEY TACI	\$ 103.85
DYKSTRA CURTIS	\$ 103.50
NAGY CHRISTOPHER	\$ 103.00
BROWN BRITTNEY	\$ 102.54
TURNER LAURA	\$ 100.50
HILL CARLA	\$ 100.50
GARCIA JORGE	\$ 93.22
KNOLL SHAWN	\$ 90.79
KARNES JOZLYN	\$ 89.91
DAUB MATTHEW	\$ 88.03
KUIPER RENEE	\$ 85.25
MORALES VALENTE	\$ 83.14
DIEM JESSICA	\$ 81.50
DEVOS SABRINA	\$ 80.40
WILLIAMS AUBREY	\$ 79.59
TENGLER JUSTIN	\$ 77.99
SCHURMAN ROBIN	\$ 77.72
CHULSKI KAITLYN	\$ 75.71
JEWELL MALLORY	\$ 75.71
GOODELL AARON	\$ 75.00
BEEMER VALERIE	\$ 74.34
SCELSI DAWN	\$ 73.70
TERPSTRA BENJAMIN	\$ 71.00
GIDDINGS ELIZABETH	\$ 69.68
TOVEY ROBERT	\$ 69.01
EVERS EMILY	\$ 68.70
LAMER JULIE	\$ 67.67
IWEMA PAULA	\$ 67.00
RUSSELL RACHEL	\$ 63.77
BOEVE KELLY	\$ 57.62
PEARSON PENNY	\$ 57.62
ANDERSON KAYLA	\$ 56.95
BOTBYL CYNTHIA	\$ 56.28
GALLIGAN CONNOR	\$ 54.60
AMPEY BRENDA	\$ 53.60
SYREK TIMOTHY	\$ 53.60
PETERMAN EMMA	\$ 53.47
DOTSON DAWN	\$ 52.53
MERRYMAN SHERRI	\$ 52.27
BEIDLER MEREDITH	\$ 50.92
POHL RACHEL	\$ 50.00
RODRIGUEZ RAQUELIN	\$ 50.00
GORIS STEPHANIE	\$ 50.00
CUNNINGHAM CLARK	\$ 50.00

Vendor	Total Amount
JONES BREANA	\$ 47.57
GIRMSCHIED BRITTA	\$ 46.90
WIERSMA DALE	\$ 45.56
KOWALKOWSKI JESSICA	\$ 45.00
BARANOWSKI NINA	\$ 44.50
MESMAN TYLER	\$ 44.22
POSTMA MICHELLE	\$ 41.25
DE HAAN KATHARINE M	\$ 40.87
GRASCH EMILY	\$ 40.20
ACHTERHOF EMILY	\$ 39.75
HOLT BARBARA	\$ 38.59
HILL ADAM	\$ 38.00
FEYEN MARK	\$ 37.52
PICKLER TINA	\$ 37.52
DEKKER AIMEE	\$ 37.19
TWA MARY	\$ 36.85
ARMBRUSTER MARY	\$ 35.11
HOGGARD BEATRICE	\$ 34.99
KERMEEN LEANNA	\$ 33.50
STANTON MINDY	\$ 33.03
CHAU NEUNG	\$ 30.95
CHAU BRIAN	\$ 30.15
MAMMOSEK KERRI	\$ 29.41
VANDERPLOEG SARAH	\$ 28.14
ROBERTS CHAD	\$ 28.14
CIOBANU ANDREI	\$ 27.47
BIELIK JENNIFER	\$ 26.13
FERRIS PAMELA	\$ 26.13
BOERSEN JENNA	\$ 25.19
PERNESKY CARRIE	\$ 25.00
MEDINA NAHUEL	\$ 24.33
CHAPEL KAREN	\$ 24.12
KUBIAK LUCIANA	\$ 22.11
SZCZYTKO JENNIFER	\$ 22.11
FOLKERT LAURA	\$ 21.81
HERZHAFT KIMBERLY	\$ 20.10
BELL MADELYN	\$ 18.22
RENKEMA TAVIA	\$ 18.09
BUITENHUIS CHAD	\$ 17.82
BRENBERGER MELISSA	\$ 17.42
POTTER LAUREN	\$ 14.61
MATASH KAYLA	\$ 12.74
BRYANT EMMA	\$ 12.46
PRIEST ANDREW	\$ 12.26
BOERSEMA COURTNEY	\$ 12.06

Vendor	Total Amount	
VOSBURG-ACHTERHOF LE	\$	12.00
BOBELDYK BRUCE	\$	11.55
HOWELL JAMES	\$	10.72
GLOCKZIN KAREN	\$	10.05
TERPSTRA MADISON	\$	9.85
MIDDLETON AMY	\$	9.85
PIESKE STEPHANIE	\$	9.85
WICHMAN COURTNEY	\$	9.85
MCCONNELL CHRISTINA	\$	9.38
PARISE RHIANNON	\$	1.50
Grand Total	\$	44,886.68

Action Request

Electronic Submission – Contract # 2489



Committee: Board of Commissioners
Meeting Date: 12/10/2024
Vendor/3rd Party: GENOA HEALTHCARE, LLC
Requesting Department: COMMUNITY MENTAL HEALTH
Submitted By: DR. MICHAEL BRASHEARS
Agenda Item: CONTRACT TO PROVIDE MEDICATIONS FOR OPIOID USE DISORDER

Suggested Motion:

To approve the 1 year contract with Genoa Healthcare, LLC in the amount not to exceed \$75,000.00.

Summary of Request:

Genoa Healthcare, LLC will invoice CMHOC for medications used to treat Opioid Use Disorder for those approved by CMHOC staff.

Financial Information:

Total Cost: \$75,000.00	General Fund Cost: \$0.00	Included in Budget: Yes
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If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: New Activity

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Administration:

Recommended by County Administrator:  11/18/2024 12:41:26 PM

Committee/Governing/Advisory Board Approval Date: 12/3/2024



SERVICE AGREEMENT

Between Community Mental Health of Ottawa County

AND

Genoa Healthcare, LLC

This Service Agreement (hereinafter "Agreement") is made on October 1, 2024, by and between Community Mental Health of Ottawa County (hereinafter "CMH") of 12265 James Street, Holland, Michigan 49424, and Genoa Healthcare, LLC (hereinafter "Vendor") of 707 S. Grady Way, Suite 400, Renton, WA 98057.

This Agreement is regarding the implementation of the Opioid Settlement Funding awarded to the County of Ottawa for the purpose of Opioid Treatment and Prevention in Ottawa County. The Opioid Settlement Funding period runs from October 1, 2024, through September 30, 2025. This is a one-time Opioid Settlement Funding which does not guarantee continued funding following the end of the funding period. CMH may or may not continue to fund such programming through additional grant applications or local funding following the end of the project period.

1. **Term and Termination.** The term of this Agreement shall commence on October 1, 2024, and continue in full force until September 30, 2025, unless amended or terminated by either party, upon thirty (30) days advance notice to the other. Further agreements will be negotiated as needed after the project period is completed.
2. **Vendor Duties.** In exchange for the compensation, Vendor agrees:
 - a. Vendor will utilize funding to provide Medications to treat opioid use disorder.
 - b. Vendor will use funding as outlined below:
 - i. Invoice CMHOC for the cost of medications to treat Opioid Use Disorder (OUD) for individuals who are authorized by CMHOC staff.
 - c. Vendor will submit monthly invoices to CMHOC for authorized costs.
 - d. Vendor is aware and understands Opioid Settlement Funding is contingent upon fund availability.
3. **Compensation.** CMH agrees to provide Vendor the following compensation:
 - a. Vendor shall be paid monthly based on actual cost of medications. Funding may only be utilized to purchase goods and services as outlined in 2b, with a total Agreement not-to-exceed of \$75,000.00.
 - b. Vendor shall submit the invoice to SUD program Supervisor at 12265 James St., Holland, MI 49423.
 - c. Invoice submission method is included in Attachment A – Invoice Submission Process.
4. **Relationship of Parties.**
 - a. Vendor is hereby engaged as an independent contractor under this Agreement. This Agreement shall not be construed as a partnership or joint venture. Nothing

in this Agreement shall be construed in any way to create the relationship of employer and employee between CMH and Vendor; and neither Vendor nor its caregivers are eligible to receive any type of benefit from CMH.

- b. Vendor acknowledges and agrees that CMH will not pay or withhold from the compensation paid to Vendor pursuant to this Agreement any sums customarily paid or withheld on behalf of employees for income tax, unemployment insurance, social security, workers' compensation or any other withholding tax, insurance, or payment pursuant to any law or governmental requirement.
5. **Authority.** Neither the Vendor nor CMH has any right or authority, either expressed or implied, to assume or create on behalf of the other party any contract or commitment of any kind or nature without the written consent of the other party, other than what is set forth in this Agreement.
6. **Indemnification.** Vendor agrees to indemnify, defend, and hold harmless CMH and its officials, officers, employees, volunteers, and agents from and against any and all liability arising out of or in any way related to Vendor's performance of services under this Agreement, including, but not limited to, any and all liability resulting from or arising out of intentional, reckless, or negligent acts or omissions of the Vendor, its employees, agents or subcontractors.
7. **Insurance.** Vendor shall provide proof of the following coverages: workers' compensation; employers' liability; commercial general liability and, if applicable, automobile, and professional malpractice. Coverage limits are to be statutory and, if no statute applies, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These coverages shall protect the Vendor and CMH 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.
8. **Confidentiality and Non-Disclosure.**
 - a. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means all information and data from CMH or Vendor, in any form, including but not limited to documentation, inventions, products, personnel, provider lists, contractors, customers, prospective customers, proprietary information and other information that is not readily available to the public.

Vendor further acknowledges and agrees that Confidential Information includes protected health information ("PHI"), as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and its accompanying regulations at 45 CFR Parts 160 and 164 ("HIPAA"), and "Non-Public Personal Information" about a consumer in regards to health coverage as that term is defined in Title V

of the Gramm Leach Bliley Act of 1999 and set forth in 16 CFR Part 13, including: (i) name (ii) address (iii) social security number(s) (iv) names of spouse and dependents (v) eligibility data and (iv) claims information.

Notwithstanding the foregoing, "Confidential Information" is not information which: (1) has entered the public domain through no action or failure to act of either Party to this agreement (2) prior to disclosure hereunder was already lawfully in either Party's possession without any obligation of confidentiality; or (3) subsequent to disclosure hereunder is obtained by either Party on a non-confidential basis from a third party who has the right to disclose such information to either Party.

b. **Non-Disclosure**

Neither Party to this agreement shall use Confidential Information for its own benefit, nor make Confidential Information available for review or use by, or use it for the benefit of, any third party. The Parties to this Agreement shall only disclose Confidential Information to those employees and affiliates of the Parties who are bound by this same written confidentiality agreement and have a legitimate need to review the Confidential Information. Upon request, the Parties shall return the Confidential Information to the Party disclosing such information. The confidentiality of the terms discussed between parties shall remain confidential during the term of this Agreement and for a period of not less than two years following the termination of this current Agreement or any subsequent agreements between parties, whichever is longer.

9. **Record Retention and Audit.** Vendor shall maintain for a period of ten (10) years from the expiration of this Agreement all records, documents, and accounts in connection with the performance of this Agreement. CMH, or its representatives, shall have the right to examine, audit and copy, at reasonable times, and with advance notification and at its own expense, such records, documents, and accounts. To the extent required by law, Vendor shall permit government agencies to audit the Vendor's records as they relate to performance of services pursuant to the terms of this Agreement. In no event shall Vendor be required to provide or permit access to any records, documents or accounts that are not directly related to the Services performed or the costs incurred pursuant to the terms of this Agreement, or that contain Vendor's or CMH's confidential or proprietary information.

10. **Miscellaneous.**

a. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement between the Parties. The current Agreement replaces any prior agreement. It may be amended only by a written document signed by a duly qualified officer of each party.

- b. **Non-Assignment and Benefit.** This Agreement shall not be assignable by either party without the written consent of the other, and shall bind and inure to the benefit of the parties hereto and their respective legal successors and permitted assigns.
- c. **Partial Invalidity.** Should any provision of this Agreement be held unenforceable, the remainder of the Agreement shall continue in full force and effect notwithstanding the partial invalidity ruling.
- d. **Waiver.** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time.

*****SIGNATURE PAGE FOLLOWS*****



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: Michael Brashears
Michael Brashears (Nov 4, 2024 13:54 EST)
Dr. Michael Brashears,
Contract Administrator
11/04/24
Date _____

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

Genoa Healthcare, LLC

By: Suzanne Tamer
Suzanne Tamer (Oct 30, 2024 15:07 EDT)
Signature
Date 10/30/2024
Suzanne Tamer
Printed Name
VP/GM East & Midwest Operations
Title

Attachment A
Invoice Submission Process

1) Vendor Responsibilities:

- a) The Vendor shall submit clean and timely invoices for reimbursement for services rendered under this Agreement. By submitting invoices for reimbursement, the Vendor attests that the billed services and corresponding documentation have been completed in compliance with the requirements of CMH, MDHHS, and/or Medicaid.
- b) **Clean Invoices:** According to MDHHS requirements, in order to be considered clean invoices, the Vendor shall submit invoices that are timely, complete, accurate, and ready for processing without obtaining additional information from the Vendor or third party.
- c) **Timely Billing:** The Vendor shall submit invoices to the CMH in a timely manner.
 - i) The Vendor shall bill CMH either monthly or on an alternate billing schedule approved, in advance, by CMH.
 - ii) Invoices submitted more than 60 days after the date of service will be denied, except as detailed in section c.iii. of this document.
 - iii) The CMH's fiscal year is October 1 through September 30. At the end of the CMH's fiscal year, all invoices for the fiscal year are due to CMH by October 20. Any disputed invoices must be reported to CMHOCFINANCE@miottawa.org by November 15. Invoices not submitted by these deadlines may be denied.
 - iv) Previously denied invoice should be corrected and re-billed to the CMH within 60 days from the date of denial for re-processing and reimbursement. Re-billed invoices submitted more than 60 days from the date of denial will be ineligible for payment.
- d) **Invoice Submission Method:** Invoices may be submitted to CMH by email, fax, or US mail. The invoices, at a minimum, should include the Vendor's name, the Vendor's address, the date of service, service description, rate per service, and total invoice amount. Additional information may be required by CMH based on the service being provided.
- e) CMH is not independently responsible for payment under this contract except through the PIHP or its federally compliant risk reserve funded by the State of Michigan.

2) CMH Responsibilities:

- a) The CMH shall process invoices in a timely manner. Except in unusual circumstances, payment shall be issued for approved claims within thirty (30) days following receipt of a clean invoice from the Vendor.






Genoa Healthcare LLC_Service Agreement)_10.01.24

Final Audit Report

2024-10-30

Created:	2024-10-30
By:	Bethany Mitricska (bmitricska@genoahealthcare.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE2LFKRC8ebeGGuM3VE2XXzN1Wkn6FD-

"Genoa Healthcare LLC_Service Agreement)_10.01.24" History

-  Document created by Bethany Mitricska (bmitricska@genoahealthcare.com)
2024-10-30 - 5:55:13 PM GMT
-  Document emailed to Suzanne Tamer (stamer@genoahealthcare.com) for signature
2024-10-30 - 5:55:19 PM GMT
-  Email viewed by Suzanne Tamer (stamer@genoahealthcare.com)
2024-10-30 - 7:06:59 PM GMT
-  Document e-signed by Suzanne Tamer (stamer@genoahealthcare.com)
Signature Date: 2024-10-30 - 7:07:36 PM GMT - Time Source: server
-  Agreement completed.
2024-10-30 - 7:07:36 PM GMT







Genoa Healthcare LLC_Service Agreement)_10.01.24

Final Audit Report

2024-11-04

Created:	2024-11-04
By:	Amanda Westrate (awestrate@miottawa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtiwef2Uau1v_eL7akcxCvjbqcCMXXzL9

"Genoa Healthcare LLC_Service Agreement)_10.01.24" History

-  Document created by Amanda Westrate (awestrate@miottawa.org)
2024-11-04 - 6:23:50 PM GMT
-  Document emailed to Michael Brashea (mbrashears@miottawa.org) for signature
2024-11-04 - 6:24:05 PM GMT
-  Email viewed by Michael Brashea (mbrashears@miottawa.org)
2024-11-04 - 6:54:30 PM GMT
-  Signer Michael Brashea (mbrashears@miottawa.org) entered name at signing as Michael Brashears
2024-11-04 - 6:54:46 PM GMT
-  Document e-signed by Michael Brashears (mbrashears@miottawa.org)
Signature Date: 2024-11-04 - 6:54:48 PM GMT - Time Source: server
-  Agreement completed.
2024-11-04 - 6:54:48 PM GMT

Action Request

Electronic Submission – Contract # 2502



Committee: Board of Commissioners

Meeting Date: 12/10/2024

Vendor/3rd Party: SENTINEL TECHNOLOGIES, INC.

Requesting Department: INNOVATION & TECHNOLOGY

Submitted By: MIKE MORROW

Agenda Item: CISCO SUBSCRIPTION SERVICES

Suggested Motion:

To approve the contract for Cisco Subscription Services with Sentinel Technologies, Inc. including Cisco Enterprise Agreement, Cisco Solution Technology Integrator (STI) ACTS, Cisco Flex, and Flex Contact Center, as well as Cisco Hourly Services.

Summary of Request:

This agreement will cover critical services related to Cisco technologies, ensuring access to necessary technical support, updates, and resources. Approval of this contract will help maintain system performance, optimize infrastructure, and support organizational needs.

Financial Information:

Total Cost: \$404,218.41

General Fund Cost: \$404,218.41

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated

Action is Related to Strategic Plan:

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

Administration:

Recommended by County Administrator:

11/26/2024 5:06:24 PM

Committee/Governing/Advisory Board Approval Date: 12/3/2024



CONTRACT FOR CISCO RELATED 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 Sentinel Technologies, Inc. (hereinafter, "Contractor"), with a principal place of business at 2550 Warrenville Road, Downers Grove, IL 60515.

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. Any changes made to the Cisco Subscription Services (Cisco EA, Cisco ACTS, and Cisco Flex) may require an Amendment to this Contract. Contractor will provide a Statement of Work for each project that requires Cisco Hourly Services requested by the County. Each Statement of Work may require an Amendment to this Contract. It will 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 of October 1, 2024 thru September 30, 2029.

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 the 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. The 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: Patrick Elkins
Address: 4595 Broadmoor Ave. Suite 276, Grand Rapids,
MI, 49512
Email: pelkins@sentinel.com
Phone #: 616-365-5521

If to Ottawa County:

Attn: Michael Morrow
Ottawa County
12220 Fillmore St.
West Olive, MI 49460
Email: mmorrow@miottawa.org

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 Contract, 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. Product warranties and return policies are provided by the respective manufacturers or publishers and Contractor makes no warranties whatsoever with regard to said products.

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: 
Michael Morrow,
Contract Administrator

11/21/2024
Date

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

SENTINEL TECHNOLOGIES, INC.

By: 
Dana Jones (Nov 21, 2024 10:25 EST)

Nov 21, 2024

Signature

Date

Dana Jones

Printed Name

VP of Sales Operations - U.S. East

Title

Exhibit A

Cisco Services Scope of Work

Cisco Subscription Services

- Cisco Enterprise Agreement (EA)
 - Cisco EA 3.0 Bundle
 - Security EA 3.0 Cisco Secure Firewall
 - Security EA 3.0 FPR2130 Threat Defense Threat, Malware, URL
 - Security EA 3.0 FPR1010 Threat Defense Threat, Malware, URL
 - Basic Software Support for Cisco Secure Firewall
 - Security EA 3.0 Security Add-On Products
 - Security EA 3.0 AnyConnect Apex License
 - Basic Software Support for Security Add-On
 - Cisco EA 3.0 - Duo Advantage edition (formerly Access)
 - Security EA3.0-Duo Advantage edition (formerly Access)
 - BASIC SOFTWARE SUPPORT FOR DUO
 - Cisco Secure Email Advantage
 - SECURITY EA 3.0 CISCO SECURE EMAIL CLOUD ADVANTAGE
 - Basic Software Support for Secure Email
 - SECURITY EA 3.0 IDENTITY SERVICE ENGINE
 - SECURITY EA 3.0 ISE ADVANTAGE SUBSCRIPTION
 - BASIC SOFTWARE SUPPORT FOR ISE
 - SECURITY EA 3.0 UMBRELLA CLOUD SECURITY
 - SECURITY EA 3.0 UMBRELLA DNS ESSENTIALS
 - CISCO SERVICES PORTFOLIO: UMBRELLA DNS E
 - SVCS PORTFOLIO EA MANAGEMENT SERVICE CIS
 - SVCS PORTFOLIO T2 UMBRELLA DNS ESS SWSS E SW SUPPORT – CLOUD

- Cisco Solution Technology Integrator (STI) ACTS
 - Cisco STI ACTS Gold Parts and Remote Support 8X5 Next Business Day
 - Cisco STI ACTS Gold Parts and Remote Support 24X7 4-hour
 - Cisco STI ACTS Gold Software Support 24X7
 - Cisco STI ACTS Platinum Subscription/License 24X7

- Cisco Flex
 - Collaboration Flex Plan 3.0
 - Collaboration Flex Plan 3.0
 - Basic Support for Flex Plan
 - EntW On-Premises Calling
 - SRST Endpoints (1)
 - Expressway Product Authorization Key (1)
 - Cloud Device Registration Entitlement
 - Messaging Entitlement

- File Storage Entitlement
- Pro Pack for Cisco Control Hub Entitlement
- Expressway Rich Media Session (1)
- Cloud Connected UC EA Standard ENT
- Session Manager (1)
- On-Premises Smart License - EA (1)
- Access Smart License (1)
- Common Area Smart License (1)
- Unity Connection Smart License (1)
- Emergency Responder Smart License (1)
- On-Premises SW Bundle v14 (1)
- On-Premises Common Area Add-on
- On-Premises Unity Connection Addon
- CUBE Standard Trunk Session License
- Flex Contact Center
 - Flex Contact Center
 - Basic Support for Flex Plan
 - Flex CC On-Premises UCCX Premium Concurrent Agent
 - On-Premises PCCE & UCCE, Hosted CCE & CCX Agent RTU
 - On-Premises UCCX Std & Prem Media Kit v12.5
 - On-Premises UCCX Standard & Premium Server v12.5 (incl 12.6)
 - On-Premises UCCX Premium Agent License v12.5
 - On-Premises UCCX Standard Agent License v12.5 (12.6)
 - Flex CC On-Premises UCCX Standard Concurrent Agent

Cisco Hourly Services (Project Based/As-Needed)

- Hourly Project Management Services
- Hourly CCIE Services
- Hourly Technical Engineering Services and Support
- Additional Services as needed and agreed upon by both parties.



Exhibit B

Cisco EA Pricing

This Exhibit B is governed by the Contract by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Ottawa County with principal offices at 12220 Fillmore St West Olive, MI 49460-8986.

Cisco EA

Product Description	Qty	Price	Ext. Price
Initial Term: 36 Months Requested Start Date: 11/02/2024 Billing Model: Annual Renewal Term: Requote			
Annual Payment Schedule:			
Year 1: \$134,739.47			
Year 2: \$134,739.47			
Year 3: \$134,739.47			
<i>Solution Subscriptions - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.</i>			
Cisco EA 3.0 BUNDLE	1	\$0.00	\$0.00
Security EA 3.0 Cisco Secure Firewall	1	\$0.00	\$0.00
SECURITY EA 3.0 FPR2130 THREAT DEFENSE THREAT, MALWARE,URL	4	\$19,217.33	\$76,869.32
SECURITY EA 3.0 FPR1010 THREAT DEFENSE THREAT, MALWARE,URL	4	\$527.54	\$2,110.16
Basic Software Support for Cisco Secure Firewall	1	\$0.00	\$0.00
SECURITY EA 3.0 SECURITY ADD-ON PRODUCTS	1	\$0.00	\$0.00
SECURITY EA 3.0 ANYCONNECT APEX LICENSE	280	\$3.88	\$1,086.40
BASIC SOFTWARE SUPPORT FOR SECURITY ADD-	1	\$0.00	\$0.00
Cisco EA 3.0 - Duo Advantage edition (formerly Access)	1	\$0.00	\$0.00
Security EA3.0-Duo Advantage edition (formerly Access)	959	\$168.11	\$161,217.49
BASIC SOFTWARE SUPPORT FOR DUO	1	\$0.00	\$0.00
Cisco Secure Email Advantage	1	\$0.00	\$0.00
SECURITY EA 3.0 CISCO SECURE EMAIL CLOUD ADVANTAGE	1300	\$50.36	\$65,468.00
Basic Software Support for Secure Email	1	\$0.00	\$0.00
SECURITY EA 3.0 IDENTITY SERVICE ENGINE	1	\$0.00	\$0.00
SECURITY EA 3.0 ISE ADVANTAGE SUBSCRIPTION	3000	\$13.41	\$40,230.00
BASIC SOFTWARE SUPPORT FOR ISE	1	\$0.00	\$0.00



SENTINEL®

Cisco EA

Product Description	Qty	Price	Ext. Price
SECURITY EA 3.0 UMBRELLA CLOUD SECURITY	1	\$0.00	\$0.00
SECURITY EA 3.0 UMBRELLA DNS ESSENTIALS	1200	\$37.62	\$45,144.00
CISCO SERVICES PORTFOLIO: UMBRELLA DNS E	1	\$0.00	\$0.00
SVCS PORTFOLIO EA MANAGEMENT SERVICE CIS	1	\$0.00	\$0.00
SVCS PORTFOLIO T2 UMBRELLA DNS ESS SWSS E SW SUPPORT - CLOUD	1	\$12,093.04	\$12,093.04

Total: **\$404,218.41**



Support Proposal

Customer Name: Ottawa County

Street Address: 12220 Fillmore St

City, State, Zip: West Olive, MI, 49460-8986

Quote #: RNWL24-07328-R1

We are pleased to provide the following quote on your support needs:

Ottawa County									
Mfr.	Device	Description	Serial Number	Start Date	End Date	Qty.	Unit Price	Ext. Price	Special Notes
414 WASHINGTON AVE GRAND HAVEN, MI 49417-1473									
ACTS Gold Parts and Remote Support 8 X 5 Next Business Day									
Cisco	BE7H-M5-K9	Cisco Business Edition 7000H (M5) Appliance, Export Restr SW	WZP22280Z6K	02/01/2025	01/31/2026	1	\$2,644.94	\$2,644.94	
Cisco	ISR4321-V/K9	Cisco ISR 4321 Bundle, w/UC License	FLM2239V0J8	02/01/2025	01/31/2026	1	\$541.63	\$541.63	
12220 FILLMORE ST WEST OLIVE, MI 49460-8986									
ACTS Gold Parts and Remote Support 24 X 7 4 Hour									
Cisco	C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	FDO24390NCZ	02/01/2025	01/31/2026	1	\$3,283.00	\$3,283.00	
Cisco	C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	FDO24390ND1	02/01/2025	01/31/2026	1	\$3,283.00	\$3,283.00	
Cisco	C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	FDO24390NDP	02/01/2025	01/31/2026	1	\$3,283.00	\$3,283.00	
Cisco	C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	FDO24400K8L	02/01/2025	01/31/2026	1	\$3,283.00	\$3,283.00	
Cisco	C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	FDO24411765	02/01/2025	01/31/2026	1	\$3,283.00	\$3,283.00	
Cisco	C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	FDO24420HHA	02/01/2025	01/31/2026	1	\$3,283.00	\$3,283.00	
ACTS Gold Parts and Remote Support 8 X 5 Next Business Day									
Cisco	ASR1001-X	Cisco ASR1001-X Chassis, 6 built-in GE, Dual P/S, 8GB DRAM	FXS2221Q3KD	02/01/2025	01/31/2026	1	\$1,876.00	\$1,876.00	
Cisco	ASR1001-X	Cisco ASR1001-X Chassis, 6 built-in GE, Dual P/S, 8GB DRAM	FXS2235Q18H	02/01/2025	01/31/2026	1	\$1,876.00	\$1,876.00	
Cisco	BE7H-M5-K9	Cisco Business Edition 7000H (M5) Appliance, Export Restr SW	WZP22280Z6L	02/01/2025	01/31/2026	1	\$2,644.94	\$2,644.94	
Cisco	C9800-L-F-K9	Cisco Catalyst 9800-L Wireless Controller, Fiber Uplink	FCL2431004K	02/01/2025	01/31/2026	1	\$1,607.00	\$1,607.00	
Cisco	C9800-L-F-K9	Cisco Catalyst 9800-L Wireless Controller, Fiber Uplink	FCL2434001C	02/01/2025	01/31/2026	1	\$1,607.00	\$1,607.00	
Cisco	FLSASR1-IPSEC	IPSEC License for ASR1000 Series	5314496889	02/01/2025	01/31/2026	1	\$816.00	\$816.00	
Cisco	FLSASR1-IPSEC	IPSEC License for ASR1000 Series	5314496919	02/01/2025	01/31/2026	1	\$816.00	\$816.00	
Cisco	FPR1010-NGFW-K9	Cisco Firepower 1010 NGFW Appliance, Desktop	JMX2719X103	02/01/2025	01/31/2026	1	\$113.00	\$113.00	
Cisco	FPR1010-NGFW-K9	Cisco Firepower 1010 NGFW Appliance, Desktop	JMX2719X105	02/01/2025	01/31/2026	1	\$113.00	\$113.00	
Cisco	FPR1010-NGFW-K9	Cisco Firepower 1010 NGFW Appliance, Desktop	JMX2719X12C	02/01/2025	01/31/2026	1	\$113.00	\$113.00	
Cisco	FPR1010-NGFW-K9	Cisco Firepower 1010 NGFW Appliance, Desktop	JMX2719X12E	02/01/2025	01/31/2026	1	\$113.00	\$113.00	
Cisco	FPR2130-NGFW-K9	Cisco Firepower 2130 NGFW Appliance, 1U, 1 x NetMod Bay	JMX2418Z02F	02/01/2025	01/31/2026	1	\$3,127.00	\$3,127.00	
Cisco	FPR2130-NGFW-K9	Cisco Firepower 2130 NGFW Appliance, 1U, 1 x NetMod Bay	JMX2418Z02G	02/01/2025	01/31/2026	1	\$3,127.00	\$3,127.00	
Cisco	FPR2130-NGFW-K9	Cisco Firepower 2130 NGFW Appliance, 1U, 1 x NetMod Bay	JMX2418Z02H	02/01/2025	01/31/2026	1	\$3,127.00	\$3,127.00	
Cisco	FPR2130-NGFW-K9	Cisco Firepower 2130 NGFW Appliance, 1U, 1 x NetMod Bay	JMX2418Z02J	02/01/2025	01/31/2026	1	\$3,127.00	\$3,127.00	
Cisco	ISR4321-V/K9	Cisco ISR 4321 Bundle, w/UC License	FDO2234A2S5	02/01/2025	01/31/2026	1	\$541.63	\$541.63	
Cisco	ISR4321-V/K9	Cisco ISR 4321 Bundle, w/UC License	FDO2234A2SP	02/01/2025	01/31/2026	1	\$541.63	\$541.63	
Cisco	ISR4321-V/K9	Cisco ISR 4321 Bundle, w/UC License	FDO2234A2SQ	02/01/2025	01/31/2026	1	\$541.63	\$541.63	
Cisco	ISR4321-V/K9	Cisco ISR 4321 Bundle, w/UC License	FDO2235A0GJ	02/01/2025	01/31/2026	1	\$541.63	\$541.63	
Cisco	ISR4321-V/K9	Cisco ISR 4321 Bundle, w/UC License	FLM2239V0J7	02/01/2025	01/31/2026	1	\$541.63	\$541.63	
Cisco	ISR4321-V/K9	Cisco ISR 4321 Bundle, w/UC License	FLM2239V0J9	02/01/2025	01/31/2026	1	\$541.63	\$541.63	
Cisco	ISR4321-V/K9	Cisco ISR 4321 Bundle, w/UC License	FLM2239V0JA	02/01/2025	01/31/2026	1	\$541.63	\$541.63	
Cisco	ISR4321-V/K9	Cisco ISR 4321 Bundle, w/UC License	FLM2239V0JB	02/01/2025	01/31/2026	1	\$541.63	\$541.63	



Cisco	SLASR1-AIS	Cisco ASR 1000 Advanced IP Services License	5314496264	02/01/2025	01/31/2026	1	\$1,223.00	\$1,223.00	
Cisco	SLASR1-AIS	Cisco ASR 1000 Advanced IP Services License	5314496278	02/01/2025	01/31/2026	1	\$1,223.00	\$1,223.00	
Cisco	UCSS-S3260	Cisco UCS S3260 Storage Server Base Chassis	FOX2435PHWU	02/01/2025	01/31/2026	1	\$2,184.66	\$2,184.66	
Cisco	UCSS-SP-S3260-BP	UCS SmartPlay Select C3260 Performance - rack-mountable - Xeon E5-265	FOX2033G2MY	02/01/2025	01/31/2026	1	\$2,457.00	\$2,457.00	
Cisco	UCSS-SP-S3260-BP	UCS SmartPlay Select C3260 Performance - rack-mountable - Xeon E5-265	FOX2152P8PZ	02/01/2025	01/31/2026	1	\$2,457.00	\$2,457.00	
Cisco	VG204XM	Cisco VG204XM Analog Voice Gateway	FCH2232R03T	02/01/2025	01/31/2026	1	\$178.98	\$178.98	
Cisco	VG204XM	Cisco VG204XM Analog Voice Gateway	FCH2232T036	02/01/2025	01/31/2026	1	\$178.98	\$178.98	
Cisco	VG204XM	Cisco VG204XM Analog Voice Gateway	FCH2233R049	02/01/2025	01/31/2026	1	\$178.98	\$178.98	
Cisco	VG204XM	Cisco VG204XM Analog Voice Gateway	FCH2233R04G	02/01/2025	01/31/2026	1	\$178.98	\$178.98	
Cisco	VG204XM	Cisco VG204XM Analog Voice Gateway	FCH2233R04R	02/01/2025	01/31/2026	1	\$178.98	\$178.98	
Cisco	VG204XM	Cisco VG204XM Analog Voice Gateway	FCH2233R04S	02/01/2025	01/31/2026	1	\$178.98	\$178.98	
Cisco	VG204XM	Cisco VG204XM Analog Voice Gateway	FCH2233T02K	02/01/2025	01/31/2026	1	\$178.98	\$178.98	
Cisco	VG204XM	Cisco VG204XM Analog Voice Gateway	FCH2233T02Q	02/01/2025	01/31/2026	1	\$178.98	\$178.98	
Cisco	VG204XM	Cisco VG204XM Analog Voice Gateway	FCH2233T02T	02/01/2025	01/31/2026	1	\$178.98	\$178.98	
Cisco	VG310	Modular 24 FXS Port VoIP Gateway with PVD3-64	FJC2241A197	02/01/2025	01/31/2026	1	\$609.73	\$609.73	
Cisco	VG310	Modular 24 FXS Port VoIP Gateway with PVD3-64	FJC2241A198	02/01/2025	01/31/2026	1	\$609.73	\$609.73	
Cisco	VG310	Modular 24 FXS Port VoIP Gateway with PVD3-64	FJC2325A0VT	02/01/2025	01/31/2026	1	\$609.73	\$609.73	
ACTS Gold Software Support 24x7									
Cisco	FS-VMW-10-SW-K9	Cisco Firepower Management Center (VMWare) for 10 devices	5451259435	02/01/2025	04/30/2025	1	\$114.85	\$114.85	End of Support 04/30/2025
Cisco	RISE-VMC-K9=	Cisco Identity Services Engine Virtual Machine Common - License - 1 License	New	02/01/2025	01/31/2026	2	\$1,284.00	\$2,568.00	Replacement for R-ISE-VMC-K9=
ACTS Platinum Subscription/License 24x7									
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882984105	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882984133	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882984163	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882984253	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882984266	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882984296	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882984302	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882984450	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882984576	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882984605	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882984627	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882984947	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882986214	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882986223	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882986236	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882986332	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882986340	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882986422	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882986721	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882986855	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882986864	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882986872	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882986883	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5882986888	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5883088882	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5883089865	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5883090684	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5883090906	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5883092887	02/01/2025	01/31/2026	1	\$271.49	\$271.49	
Cisco	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	5883092891	02/01/2025	01/31/2026	1	\$271.49	\$271.49	



Cisco	AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	5754549548	01/09/2026	02/28/2026	1	\$30.81	\$30.81	Minimum One Month Renewal
Cisco	AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	5754549556	01/09/2026	02/28/2026	1	\$30.81	\$30.81	Minimum One Month Renewal
Cisco	AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	5754549564	01/09/2026	02/28/2026	1	\$30.81	\$30.81	Minimum One Month Renewal
Cisco	AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	5754549571	01/09/2026	02/28/2026	1	\$30.81	\$30.81	Minimum One Month Renewal
Cisco	AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	5754549578	01/09/2026	02/28/2026	1	\$30.81	\$30.81	Minimum One Month Renewal
Cisco	AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	5754549581	01/09/2026	02/28/2026	1	\$30.81	\$30.81	Minimum One Month Renewal
Cisco	AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	5754549588	01/09/2026	02/28/2026	1	\$30.81	\$30.81	Minimum One Month Renewal
Cisco	AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	5754549593	01/09/2026	02/28/2026	1	\$30.81	\$30.81	Minimum One Month Renewal
Cisco	AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	5754549603	01/09/2026	02/28/2026	1	\$30.81	\$30.81	Minimum One Month Renewal
Cisco	AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	5754549610	01/09/2026	02/28/2026	1	\$30.81	\$30.81	Minimum One Month Renewal
Cisco	AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	5754549617	01/09/2026	02/28/2026	1	\$30.81	\$30.81	Minimum One Month Renewal
Cisco	AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	5754549627	01/09/2026	02/28/2026	1	\$30.81	\$30.81	Minimum One Month Renewal
Cisco	AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	5754549633	01/09/2026	02/28/2026	1	\$30.81	\$30.81	Minimum One Month Renewal
Cisco	AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	5754549637	01/09/2026	02/28/2026	1	\$30.81	\$30.81	Minimum One Month Renewal
Total								\$181,980.51	
Plus Applicable Sales Tax									



Do Not Renew Summary

Ottawa County							
Mfr.	Device	Description	Serial Number	Start Date	End Date	Qty.	Do Not Renew Reason
12220 FILLMORE ST WEST OLIVE, MI 49460-8986							
ACTS Gold Software Support 24x7							
Cisco	BE6/7K-VIRTBASP-7X	Cisco BE Embedded Virt. Basic Plus 7x, BE6K/7K only	5768728403	2/1/2023	3/31/2025	1	End of support life
Cisco	BE6/7K-VIRTBASP-7X	Cisco BE Embedded Virt. Basic Plus 7x, BE6K/7K only	5768728412	2/1/2023	3/31/2025	1	End of support life
Manufacturer Support SaaS 24x7							
Cisco	A-FLEX-PJXPC	Flex CC On-Premises UCCX Premium Concurrent Agent		1/15/2023	1/14/2026	10	SaaS, Autorenewal
Cisco	A-FLEX-PJXSC	Flex CC On-Premises UCCX Standard Concurrent Agent		1/15/2023	1/14/2026	77	SaaS, Autorenewal

Sentinel Always Connected Technical Support (ACTS) formerly High Availability Network Support (HANS) is governed by the terms and conditions outlined in the final contract. You may request a copy of those terms prior to receiving the support contract.

With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.

Terms: Net 30 days.

The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.

This quote is valid 12/06/2024

Cisco Flex Pricing

FLEX 768KW - 3yr – Annual

FLEX 768KW - 3yr - Annual								
Description	Qty	Unit Price	Ext Price	Initial Term	Estimated Start Date	Billing Model	Renewal Term	
Collaboration Flex Plan 3.0								
Collaboration Flex Plan 3.0	1	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
Basic Support for Flex Plan	1	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
EntW On-Premises Calling	768	\$ 162.22	\$ 124,584.96	36 Months	10/1/2022	Annual	12 Months	
SRST Endpoints (1)	163	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
	6	\$ -	\$ -					
Expressway Product Authorization Key (1)	1	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
Cloud Device Registration Entitlement	922	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
Messaging Entitlement	922	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
File Storage Entitlement	184	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
	32	\$ -	\$ -					
Pro Pack for Cisco Control Hub Entitlement	922	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
Expressway Rich Media Session (1)	154	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
Cloud Connected UC EA Standard ENT	922	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
Session Manager (1)	1	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
On-Premises Smart License - EA (1)	922	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
Access Smart License (1)	154	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
Common Area Smart License (1)	484	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
Unity Connection Smart License (1)	102	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
	2	\$ -	\$ -					
Emergency Responder Smart License (1)	230	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
	4	\$ -	\$ -					
On-Premises SW Bundle v14 (1)	1	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
On-Premises Common Area Add-on	100	\$ 80.90	\$ 8,090.00	36 Months	10/1/2022	Annual	12 Months	
On-Premises Unity Connection Add-on	100	\$ 48.71	\$ 4,871.00	36 Months	10/1/2022	Annual	12 Months	
CUBE Standard Trunk Session License	100	\$ 60.57	\$ 6,057.00	36 Months	10/1/2022	Annual	12 Months	
Estimated Annual Price:						\$47,867.65		
Initial Term Subscriptions Sub-Total:						\$143,602.96		

FLEX CC 87Agents - 3yr - Annual

FLEX CC 87Agents - 3yr - Annual								
Description	Qty	Unit Price	Ext Price	Initial Term	Estimated Start Date	Billing Model	Renewal Term	
Flex Contact Center								
Flex Contact Center	1	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
Basic Support for Flex Plan	1	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
Flex CC On-Premises UCCX Premium Concurrent Agent	10	\$ 1,582.33	\$ 15,823.30	36 Months	10/1/2022	Annual	12 Months	
On-Premises PCCE & UCCE, Hosted CCE & CCX Agent RTU	1	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
On-Premises UCCX Std & Prem Media Kit v12.5	1	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
On-Premises UCCX Standard & Premium Server v12.5 (incl 12.6)	1	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
On-Premises UCCX Premium Agent License v12.5	10	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
On-Premises UCCX Standard Agent License v12.5 (12.6)	77	\$ -	\$ -	36 Months	10/1/2022	Annual	12 Months	
Flex CC On-Premises UCCX Standard Concurrent Agent	77	\$ 1,186.75	\$ 91,379.75	36 Months	10/1/2022	Annual	12 Months	
Estimated Annual Price:						\$35,734.35		
Initial Term Subscriptions Sub-Total:						\$107,203.05		

The current Cisco Flex subscription expires 10/1/2025
pricing beyond 10/1/2025 will be negotiated closer to the expiration of the subscription

Cisco Hourly Services (Project Based/As-Needed) Pricing

- Hourly Project Management Services: \$250/hour
- Hourly CCIE Services: \$250/hour
- Hourly Technical Engineering Services and Support: \$250/hour
- After Hour T&M: \$375/hour
- T&M on Saturdays, Sundays, and/or Holidays: \$500/hour



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

Phone (616) 738-4844

Fax (616) 738-4897

CONTRACTOR INSURANCE REQUIREMENTS

Contractor shall provide (as applicable) proof of the following insurances and endorsements/policy provision copies before the work described in the contract begins or a purchase order can be issued.

COMMERCIAL GENERAL LIABILITY:

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

AUTOMOBILE:

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

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

UMBRELLA or EXCESS LIABILITY, AS APPLICABLE:

General Aggregate (not applicable to Automobile Liability):	\$5,000,000*
Products-Completed Operations Aggregate:	\$5,000,000*
Each Occurrence or Accident:	\$5,000,000*

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

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

PROFESSIONAL LIABILITY, AS APPLICABLE:

Limit of Liability:	\$2,000,000 Policy-Year Aggregate (if contract is for professional services).
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PRIVACY AND SECURITY LIABILITY (CYBER SECURITY), AS APPLICABLE:

Limit of Liability:	\$2,000,000 Aggregate Limit
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The County of Ottawa is to be an Additional Insured on **Commercial General Liability, Umbrella/Excess Liability, and Privacy and Security Liability (Cyber Security)** insurance, on a primary and non-contributory basis.

Commercial General Liability insurance is to be endorsed to provide that the General Aggregate Limit applies separately per location or per project. All required policy aggregate limits shall be unimpaired at inception of the work described in this contract.

Commercial General Liability and, if applicable, Umbrella/Excess Liability, **Professional Liability** and/or **Privacy and Security Liability (Cyber Security)** insurance shall remain in effect for two years after completion of the work described in the contract.

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

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

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

Modification of the Insurance Requirements: Depending on the subject matter of the contract and/or Purchase Order, the County reserves the right to require higher limits of insurance coverage and/or other insurance coverage in addition to the coverages herein.

If a prospective Contractor is a sole proprietor or an entity that believes that it cannot meet the above insurance requirements, please contact Ottawa County Purchasing Division at purchasing@miottawa.org to check whether any waivers or modifications will be permitted.

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

Action Request

Electronic Submission – Contract # 2493



Committee: Board of Commissioners
Meeting Date: 12/10/2024
Vendor/3rd Party: OPENGOV
Requesting Department: FISCAL SERVICES
Submitted By: KAREN KARASINSKI
Agenda Item: COUNTY PROCUREMENT SOFTWARE

Suggested Motion:

To approve the Amendment adding a 5-year software agreement of the OpenGov Procurement Software.

Summary of Request:

The OpenGov contract for Budget and Financial Transparency Software includes a discounted option for additional modules. After evaluating their procurement software, we found its cost and comprehensive features are advantageous for our current needs.

Once fully operational, the Procurement Module is expected to deliver substantial benefits to the County, including:

1. A more efficient, transparent, and consistent sourcing process (RFP's, ITB's, etc.) for the Purchasing Division, Departments, and Vendors alike.
2. Enhanced collaboration on projects, as all internal stakeholders who are part of our process will have access to this portal.
3. Centralized storage and management of County Purchasing Contracts, with contract milestone alerts for proactive oversight.
4. Reporting functionality for both sourcing and contracts that can be used for process improvements, and to provide insights into our current operations and performance.
5. A reduction in emails, manual word or PDF documents, both internally (departments, evaluation teams, and counsel) and externally as a majority of collaboration and tasks would be handled within the system.
6. A free platform for vendors to sign into and manage their formal projects with the County, along with updates, check lists, and reminders to provide a more transparent, consistent, and efficient process for the vendor.

The County will still use the County's ERP system for vendor set-up, requisitions, and Purchase Orders. However, this system will supplement many processes that are currently completed manually or not existent at this time.

Financial Information:

Total Cost: \$121,107.51	General Fund Cost: \$121,107.51	Included in Budget: Yes
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If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: New Activity

Action is Related to Strategic Plan:

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

Administration:

Recommended by County Administrator:

11/21/2024 11:06:40 AM

Amendment 3 to the OTTAWA COUNTY CONTRACT FOR OPENGOV FINANCIAL SOFTWARE
with the County of Ottawa, MI

This Amendment 3 ("Amendment") is effective as of the date of the last signature below and is made to amend the OTTAWA COUNTY CONTRACT FOR OPENGOV FINANCIAL SOFTWARE by and between OpenGov, Inc. ("Contractor") and the County of Ottawa, MI ("County") dated January 16, 2024, as amended ("Agreement").

1. **Definitions.** Capitalized words and terms used but not defined in this Amendment, shall have the meanings ascribed to them in the Agreement.
2. **Amendments.** The Agreement is hereby amended as follows:
 - 2.1. **Order Form:** The attached Order Form ("Exhibit A") shall add scope to the Agreement from the date this Amendment is effective forward.
 - 2.2. **Section 30. Availability of Funds is deleted in its entirety and replaced with:** "Each payment obligation of the County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If after the first full year of this Contract term, funds are not allocated and available for continuance of the services performed herein, either Party may terminate this Contract at the end of the period for which funds are available. The County shall notify Contractor at the earliest possible time of the services that will or may be affected by the shortage of funds, but in no instance less than thirty (30) days notice prior to expiration of the Term."
3. **Legal Effect.** Except as expressly amended or modified by this Amendment, all other terms of the Agreement shall remain unchanged and in full force in effect.
4. **Conflict.** In the event of any conflict between the main body of the Agreement and this Amendment, this Amendment will control.
5. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

County of Ottawa, MI

OpenGov, Inc.

Signature _____
Name Joe Moss, Chairperson
Title Board of Commissioners
Date _____

Signature _____
Name _____
Title _____
Date _____

Signature _____
Name Justin F. Roebuck
Title County Clerk/Register
Date _____



Exhibit A

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

Order Form Number: Q017762
Created On: October 29, 2024
Quote Expiration Date: October 31, 2025
Subscription Start Date: December 01, 2024
Subscription End Date: September 30, 2029

Prepared By: Will Berg
Email: wberg@opengov.com
Contract Term: Prorated + 48 Months

Customer Information

Customer: County of Ottawa, MI
Bill To/Ship To: 12220 Fillmore Street, Room 310
West Olive, MI US

Contact Name: Erik Charters
Email: echarters@miottawa.org
Phone: 231-709-0328

Order Details

Billing Frequency: Annual

Payment Terms: Net 30

SOFTWARE SERVICES:

Product / Service	Interval Start Date	Interval End Date	Interval Fee
OpenGov Procurement	December 01, 2024	September 30, 2025	\$16,500.00
OpenGov Procurement	October 01, 2025	September 30, 2026	\$20,790.00
OpenGov Procurement	October 01, 2026	September 30, 2027	\$21,829.50
OpenGov Procurement	October 01, 2027	September 30, 2028	\$22,920.99
OpenGov Procurement	October 01, 2028	September 30, 2029	\$24,067.02
Total Amount			\$106,107.51

PROFESSIONAL SERVICES:

Product / Service	Start Date	Total Amount
Professional Services Deployment - Prepaid	December 01, 2024	\$15,000.00
Services Total Amount		\$15,000.00

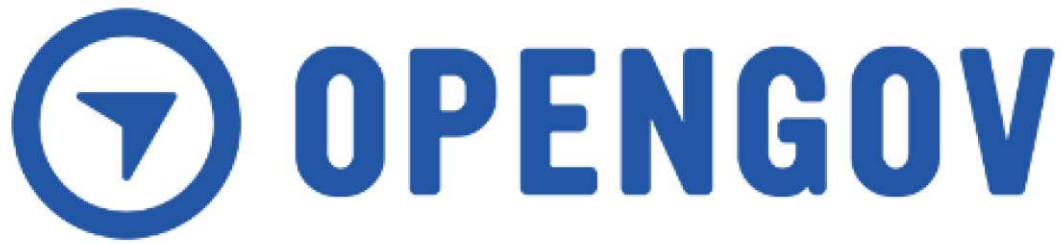
Order Form Legal Terms

"This Order Form incorporates the OTTAWA COUNTY CONTRACT FOR OPENGOV FINANCIAL SOFTWARE between Customer and OpenGov dated January 16, 2024.

The ""Agreement"" consists of the Order Form(s), OTTAWA COUNTY CONTRACT FOR OPENGOV FINANCIAL SOFTWARE, and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Order Form, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms."



Statement of Work

County of Ottawa, MI

Creation Date: 10/25/2024
SoW Expiration Date: 01/25/2025
Document Number: PS-07267.2
Created by: David Anilus

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OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for County of Ottawa, MI ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in [Exhibit 1: Implementation Activities](#). Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

1. Project Scope

Under this project, OpenGov will deliver cloud based solutions (detailed list in "[Exhibit 1](#)"). OpenGov's estimated charges and schedule are based on performance of the activities listed in the "[OpenGov Responsibilities](#)" section below. Deviations that arise during the project will be managed through the procedure described in [Section 14](#).

2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

Adjustments to the deliverables in [Exhibit 1](#) may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

3. Project Delivery

3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.

3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

4. Project Understanding

4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in [Section 14](#)), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.

4.3. Customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.

4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

6.5.1. Weekly status reports

6.5.2. Project Plan

6.5.3. Project Charter, defining project plan and Go-live date

6.5.4. Risk, Action, Issues and Decisions Register (RAID)

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

7. Communication and Escalation Procedure

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

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

7.3. Escalation Process

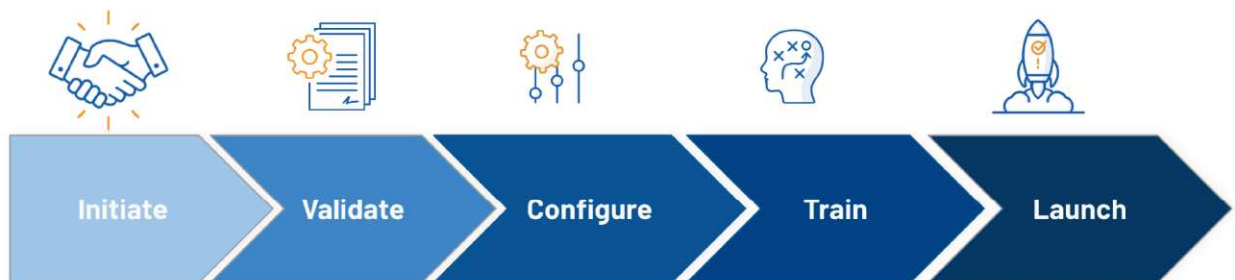
7.3.1. Identification of an issue impeding deployment progress or, outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. Resolution will be documented and signed off.

8. OpenGov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

8.1. Initiate

8.1.1. OpenGov will provide customer entity configuration.

8.1.2. OpenGov will provide system administrators creation.

8.1.3. This activity is complete when Customer has access to their site.

8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

8.2. Validate

8.2.1. OpenGov will create a Solution Blueprint.

8.2.2. OpenGov will confirm the Data Validation strategy.

8.2.3. This activity is complete when the Solution Blueprint is presented to Customer.

8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

8.3. Configure

8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.

8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.

8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

8.4. Train

8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.

8.4.2. OpenGov will provide Administrator training.

8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).

8.4.4. Customer will Sign-off that training has been completed.

8.5. Launch

8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.

8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by Customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.

9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

10. Customer's Project Manager

10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

10.3. Identify and assign Subject Matter Experts (SME).

10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

10.5. Participate in project status meetings.

10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.

10.7. Resolve deviations from the estimated schedule.

10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.

10.9. Administer the Change Order Process with the Project Manager, if applicable.

11. Acceptance Procedure

11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.

11.2. Customer's Project Manager will have decision authority to approve/reject all Project Criteria, Phase Acceptance and Engagement Acceptance.

11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.

11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.

11.5 Both OpenGov and Customer recognize that failure to complete tasks and

respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer’s personnel or contractors are not completing Customer’s responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer’s failure to complete Customer’s responsibilities.

12. Estimated Schedule

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

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer’s use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

Phase	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5
Initiate	Project Kick off and Planning					
Validate	Requirements Matrix, Validation workshop					
	Solicitation Development					
	Solicitation Templates					
	Contract Management					
Configure	Contract templates					
Train	Admin Training					
Launch	Go Live, HyperAdpotion, Project Closure					

14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented as such via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion

14.2.2. Sign off process

14.2.3. Cost of change and/or invoice timing

14.2.4. Amending the SOW to correct an error

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov

14.2.6. Change in type of OpenGov resources to support the SOW

14.3. The approval process for a Change Order is as follows:

14.3.1. Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off..

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

Exhibit 1: Implementation Activities

Procurement:

Use Cases Build for Procurement:

- Solicitation Development
- Supplier Engagement
- Evaluation and Awards
- Contract Management

Initiate

Welcome Call

OpenGov will:

- Conduct a Welcome Call and introduce the Project Team.

Customer will:

- Attend Welcome Call with members of the Project Team.

Provisioning Procurement Website Instance

OpenGov will:

- Configure customer portal and upload Customer's logo.

Customer will:

- Provide logo.
- Confirm access to the Portal.

Completion Criteria

- Customer verifies access to the site.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) two-hour working session at the beginning of the project to:
 - Confirm list of templates
 - Review technical requirements
 - Provide documentation on requirements and processes

OpenGov Assumptions:

- Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

Configure

Supplier Engagement, Evaluation and Award Configuration

Vendor Portal

OpenGov will:

- Provide the Customer with iframe code and documentation to create the Vendor Portal.
- Import the list of vendors provided by Customer.

OpenGov Assumptions:

- Customer will provide a complete and accurate vendor list for import to OpenGov. OpenGov clean up/correction of imported files are not included in the scope of this project.

Customer will:

- Allocate resources to create the Vendor Portal.
- Provide vendor email list and send vendor email/letter.
- Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.

Completion Criteria

- Customer sign-off that Vendor Portal has been configured.

Generic Template

OpenGov will:

- Deploy generic templates.
- Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic.

Customer will:

- Provide a copy of the next solicitation document.
- Provide information to complete the generic solicitation upload template including forms and an example recent solicitation.
- Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).

Completion Criteria

- Customer sign-off that the Generic Template has been configured.

Solicitation Template Development Solution

OpenGov will:

- Review and confirm the Solicitation Templates and documents provided by the Customer.
- Configure up to one (1) total Solicitation Template(s) from customer provided standard boilerplate templates:
 - one (1) Non-Construction Solicitation Template will be built based on examples collected from the customer up to one hundred (100) pages in length.
- Work with Customer to design and get sign off on the template(s).

OpenGov Assumption:

- Customer provided the following templates prior to the creation of the SOW that reflect the assumptions above including: RFP

Customer will:

- Provide templates with standard boilerplate language.
- Provide forms associated with solicitation templates.
- Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Solicitation Templates.

Completion Criteria

- Customer sign-off that the Solicitation template(s) have been configured.

Contract Management Configuration

Create and Manage Contracts

OpenGov will:

- Provide one (1) - one hour Overview of the Contract Management Solution to Customer's System Administrator(s).
- Provide guidance and instruction to System Administrator on creating and managing contracts.

Customer will:

- Attend scheduled System Overview
- Create and manage contract records in the system with guidance from OpenGov.

Completion Criteria

- Contracts training has been conducted.

Contract Template Deployment

OpenGov will:

- Review & configure agreed upon contract templates.
- Configure up to one (1) total Contract Template(s) from customer provided standard boilerplate templates :
 - one (1) Non-Construction Contract Template will be built based on examples collected from the customer up to fifty (50) pages in length.

OpenGov Assumption:

- Customer provided the following templates prior to the creation of the SOW that reflect the assumptions above including: Services Contract

Customer will:

- Provide templates with standard boilerplate language.
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Contract templates.

Completion Criteria

- Customer sign-off that the Contract Template(s) have been configured.

Historical and/or Active Contract Metadata Upload

OpenGov will:

- Provide a compatible mapping document in Excel format for the metadata of contracts (contracts log) to be uploaded into the system.
- Import the contract records listed in the contract log.

OpenGov Assumptions:

- OpenGov clean up/correction of attachments are not included in the scope of this project.

Customer will

- Customer will transfer their contract metadata into the mapping document provided by OpenGov for import into OpenGov. OpenGov clean up/correction of imported logs are not included in the scope of this project.

Completion Criteria

- Historical/Active Contract log has been loaded.

Historical and/or Active Contract Attachments Upload

OpenGov will:

- Provide instructions for the Customer to create an SFTP folder for the attachments to be uploaded with the contract log.
- Import attachments from the SFTP.

OpenGov Assumptions:

- OpenGov clean up/correction of attachments are not included in the scope of this project.

Customer will:

- Customer will create the SFTP folder, and add all related attachments (regular file folders/zip folders cannot be added into the SFTP)

Completion Criteria

- Attachments have been imported.

Admin Documents and Checklist Configuration

OpenGov will:

- Review & configure up to four (4) standard Admin Documents :
 - Proposal Viewer Agreement
 - Interview Invitation
 - Non-Award Letter
 - Notice of Intent to Award

Customer will:

- Provide Admin Documents.

Completion Criteria

- Admin Documents and Checklist have been configured.

Single Sign On (SSO) Implementation

OpenGov will:

- OpenGov implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provided required to establish SAML or HTTPS certification.
- Add OpenGov as a new application in Customer identity provider.

Completion Criteria

- Single Sign On has been configured.

Train

Procurement Training

OpenGov will:

- Provide training on system functionality. Topics include:
 - Creating Bids with Generic Templates
 - Live Bid Management & Vendor Experience
 - Evaluation and Awarding
 - Writing Solicitations using templates
 - Contract Document Developer Tools

Customer will:

- Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

Completion Criteria

- Training has been conducted.

Working Sessions

OpenGov will:

- Assign practice exercises to Customer to gain familiarization.
- Assist Customer during first real-life solicitation posting, and opening (if during deployment).
- Respond to questions regarding configured system functionality.

Customer will:

- Complete practice exercises to gain familiarization.
- Identify internal Admin Users & security permissions for all other users.

Completion Criteria

- Working sessions have been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of remote working session(s) to answer any questions following solution acceptance.
- Send Solution Acceptance Document
- Transition for project team to Customer Success.

Customer will:

- Identify issues and attend sessions.
- Sign Solution Acceptance Document

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Procurement Technical Requirements

Logo

- .png or .jpg file
- At least 300KB but not larger than 500KB

Vendor List

- Single Flat file
- .csv or .xlsx format

Historical/Active Contracts

- Single Flat file based on mapping document provided by OpenGov
- .csv or .xlsx format

Sample Documents or Boilerplate Templates

- PDF or Word format, including all related attachments and documents.

Boilerplate Templates

- A boilerplate template document that can be reused more than once without any substantive change.
- Up to 50 pages in length each unless otherwise specified in Appendix B.
- All templates are assumed to be non-construction unless otherwise specified in Appendix B. A "Construction" template refers to templates inclusive of requirements, specifications, and conditions for construction projects: including any of the following examples but not limited to: regulations, codes, and standards, risk management, insurance management, dispute resolution mechanisms, phases, tasks, dependencies, materials, equipment, construction methods, liability and warranty periods.

Admin Documents

- PDF or Word format

Action Request

Electronic Submission – Contract # 2488



Committee: Board of Commissioners
Meeting Date: 12/10/2024
Vendor/3rd Party: BUILDING MEN FOR LIFE
Requesting Department: COMMUNITY MENTAL HEALTH
Submitted By: DR. MICHAEL BRASHEARS
Agenda Item: CONTRACT FOR THE PROVISION OF CHILDCARE AT RECOVERY CENTER

Suggested Motion:

To approve the 1 year contract with Building Men for Life in the amount not to exceed \$61,388.00.

Summary of Request:

Building Men for Life who manages SoBar Recovery Community Center was selected through the public solicitation process as a recipient of Opioid Settlement Funds to increase access to mutual aid groups (AA, NA, SMART Recovery, etc) families with children through the provision of childcare.

Financial Information:

Total Cost: \$61,388.00	General Fund Cost: \$0.00	Included in Budget: Yes
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If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: New Activity

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Administration:

Recommended by County Administrator:  11/21/2024 11:06:28 AM

Committee/Governing/Advisory Board Approval Date: 12/3/2024



SERVICE AGREEMENT

Between Community Mental Health of Ottawa County

AND

Building Men for Life

This Service Agreement (hereinafter "Agreement") is made on October 1, 2024 by and between Community Mental Health of Ottawa County (hereinafter "CMH") of 12265 James Street, Holland, Michigan 49424, and Building Men for Life (hereinafter "Vendor") of 370 Country Club Road, Suite 50, Holland, MI 49423.

This Agreement is regarding the implementation of the Opioid Settlement Funding awarded to the County of Ottawa for the purpose of Opioid Treatment and Prevention in Ottawa County. The Opioid Settlement Funding period runs from October 1, 2024, through September 30, 2025. This is a one-time Opioid Settlement Funding which does not guarantee continued funding following the end of the Opioid Settlement Funding period. CMH may or may not continue to fund such programming through additional grant applications or local funding following the end of the project period.

1. **Term and Termination.** The term of this Agreement shall commence on October 1, 2024 and continue in full force until September 30, 2025, unless amended or terminated by either party, upon thirty (30) days advance notice to the other. Further agreements will be negotiated as needed after the project period is completed.

2. **Vendor Duties.** In exchange for the compensation, Vendor agrees:
 - a. Vendor will utilize funding to create a child-care program for individuals who attend Vendor treatment groups.
 - i. Provide drop-in services to individuals who are participating in recovery support group meetings on the Vendor premises.
 - ii. Provide childcare to individuals who meet with a recovery service provider on the Vendor premises. Recovery services may be provided by any local agency (i.e. Reach for Recovery, Samaritas, Arbor Circle, CMH, etc.).
 - b. Vendor will implement safety procedures for childcare:
 - i. An employment/volunteer application will be required for individuals seeking to work with the childcare program. Individuals must attest they are drug-free and will be required to submit to a drug test.
 - ii. A background check must be completed for any staff or volunteer who works directly with children. The check must include:
 1. ICHAT: <https://apps.michigan.gov/>
 2. Michigan Public Sex Offender Registry: <https://mspsor.com/>
 3. National Sex Offender Registry: <https://www.nsopw.gov/>

4. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html
 - iii. Check-in/out will be completed by the employee staffing the childcare room. Picture Identification will be required to check a child in or out. Daily logs with signatures will be maintained by Vendor.
 - iv. All employees and volunteers will complete the following trainings:
 1. First-aid and CPR
 2. Communicable disease prevention
 3. Additional trainings at the discretion of the Program Supervisor.
 - v. Mental Health First Aid (Adult and Youth) will be offered routinely throughout the year. Vendor will work with local agencies to provide this service.
 - c. Vendor will report on a quarterly basis to CMH:
 - i. The number of children served (both duplicate and unduplicated counts)
 - ii. The number of parents and/or guardians who utilized childcare (both duplicated and unduplicated counts)
 - iii. The number of new families
 - iv. The number of returning families
 - d. Vendor agrees to use funding to purchase:
 - i. Background checks and Training for childcare staff (not-to-exceed \$5,000.00 annually)
 1. Should be invoiced monthly as the costs are incurred.
 - ii. Computers and Printing (not-to-exceed \$1,500.00 annually)
 - iii. Should be invoiced monthly as the costs are incurred. Supplies (not-to-exceed \$11,888.00 annually)
 - iv. Should be invoiced monthly as the costs are incurred. Childcare reimbursed at \$40.00 per hour per staff available (Total childcare expense not-to-exceed \$43,000.00 annually)
 1. The hours reported should reflect the number hours that staff spend providing childcare or are available to provide childcare. The hours reported should not reflect time spent on set-up or other administrative duties.
 2. Should be invoiced monthly as the costs are incurred.
3. **Compensation.** CMH agrees to provide Vendor the following compensation:
- a. Vendor shall be reimbursed monthly in accordance with the vendor duties outlined in Section 2 of this Agreement, with a total Agreement not-to-exceed of \$61,388.00. Funding may only be utilized to purchase goods and services as outlined in 2.b.
 - b. Vendor shall submit the invoice to Fiscal Services at 12265 James St., Holland, MI 49423.
 - c. Invoice submission method is included in Attachment A – Invoice Submission Process.
4. **Relationship of Parties.**
- a. Vendor is hereby engaged as an independent contractor under this Agreement. This Agreement shall not be construed as a partnership or joint venture. Nothing in this Agreement shall be construed in any way to create the relationship of

employer and employee between CMH and Vendor; and neither Vendor nor its caregivers are eligible to receive any type of benefit from CMH.

- b. Vendor acknowledges and agrees that CMH will not pay or withhold from the compensation paid to Vendor pursuant to this Agreement any sums customarily paid or withheld on behalf of employees for income tax, unemployment insurance, social security, workers' compensation or any other withholding tax, insurance, or payment pursuant to any law or governmental requirement.
5. **Authority.** Neither the Vendor nor CMH has any right or authority, either expressed or implied, to assume or create on behalf of the other party any contract or commitment of any kind or nature without the written consent of the other party, other than what is set forth in this Agreement.
6. **Indemnification.** Vendor agrees to indemnify, defend, and hold harmless CMH and its officials, officers, employees, volunteers, and agents from and against any and all liability arising out of or in any way related to Vendor's performance of services under this Agreement, including, but not limited to, any and all liability resulting from or arising out of intentional, reckless, or negligent acts or omissions of the Vendor, its employees, agents or subcontractors.
7. **Insurance.** Vendor shall provide proof of the following coverages: workers' compensation; employers' liability; commercial general liability and, if applicable, automobile, and professional malpractice. Coverage limits are to be statutory and, if no statute applies, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These coverages shall protect the Vendor and CMH 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.
8. **Confidentiality and Non-Disclosure.**
 - a. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means all information and data from CMH or Vendor, in any form, including but not limited to documentation, inventions, products, personnel, provider lists, contractors, customers, prospective customers, proprietary information and other information that is not readily available to the public.

Vendor further acknowledges and agrees that Confidential Information includes protected health information ("PHI"), as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and its accompanying regulations at 45 CFR Parts 160 and 164 ("HIPAA"), and "Non-Public Personal Information" about a consumer in regards to health coverage as that term is defined in Title V of the Gramm Leach Bliley Act of 1999 and set forth in 16 CFR Part 13, including:

(i) name (ii) address (iii) social security number(s) (iv) names of spouse and dependents (v) eligibility data and (iv) claims information.

Notwithstanding the foregoing, "Confidential Information" is not information which: (1) has entered the public domain through no action or failure to act of either Party to this agreement (2) prior to disclosure hereunder was already lawfully in either Party's possession without any obligation of confidentiality; or (3) subsequent to disclosure hereunder is obtained by either Party on a non-confidential basis from a third party who has the right to disclose such information to either Party.

b. Non-Disclosure

Neither Party to this agreement shall use Confidential Information for its own benefit, nor make Confidential Information available for review or use by, or use it for the benefit of, any third party. The Parties to this Agreement shall only disclose Confidential Information to those employees and affiliates of the Parties who are bound by this same written confidentiality agreement and have a legitimate need to review the Confidential Information. Upon request, the Parties shall return the Confidential Information to the Party disclosing such information. The confidentiality of the terms discussed between parties shall remain confidential during the term of this Agreement and for a period of not less than two years following the termination of this current Agreement or any subsequent agreements between parties, whichever is longer.

9. **Record Retention and Audit.** Vendor shall maintain for a period of ten (10) years from the expiration of this Agreement all records, documents, and accounts in connection with the performance of this Agreement. CMH, or its representatives, shall have the right to examine, audit and copy, at reasonable times, and with advance notification and at its own expense, such records, documents, and accounts. To the extent required by law, Vendor shall permit government agencies to audit the Vendor's records as they relate to performance of services pursuant to the terms of this Agreement. In no event shall Vendor be required to provide or permit access to any records, documents or accounts that are not directly related to the Services performed or the costs incurred pursuant to the terms of this Agreement, or that contain Vendor's or CMH's confidential or proprietary information.

10. **Miscellaneous.**

- a. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement between the Parties. The current Agreement replaces any prior agreement. It may be amended only by a written document signed by a duly qualified officer of each party.
- b. **Non-Assignment and Benefit.** This Agreement shall not be assignable by either party without the written consent of the other, and shall bind and inure to the benefit of the parties hereto and their respective legal successors and permitted assigns.

- c. **Partial Invalidity.** Should any provision of this Agreement be held unenforceable, the remainder of the Agreement shall continue in full force and effect notwithstanding the partial invalidity ruling.
- d. **Waiver.** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time.

*****SIGNATURE PAGE FOLLOWS*****



COMMUNITY MENTAL HEALTH OTTAWA COUNTY

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: Michael Brashears
Michael Brashears (Nov 4, 2024 13:54 EST)
Dr. Michael Brashears,
Contract Administrator

11/04/24

Date

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

BUILDING MEN FOR LIFE

By: *Keith Walters*
Signature

9-4-2024

Date

Keith Walters
Printed Name

Vice President
Title

Attachment A
Invoice Submission Process

1) Vendor Responsibilities:

- a) The Vendor shall submit clean and timely invoices for reimbursement for services rendered under this Agreement. By submitting invoices for reimbursement, the Vendor attests that the billed services and corresponding documentation have been completed in compliance with the requirements of CMH, MDHHS, and/or Medicaid.
- b) **Clean Invoices:** According to MDHHS requirements, in order to be considered clean invoices, the Vendor shall submit invoices that are timely, complete, accurate, and ready for processing without obtaining additional information from the Vendor or third party.
- c) **Timely Billing:** The Vendor shall submit invoices to the CMH in a timely manner.
 - i) The Vendor shall bill CMH either monthly or on an alternate billing schedule approved, in advance, by CMH.
 - ii) Invoices submitted more than 60 days after the date of service will be denied, except as detailed in section c.iii. of this document.
 - iii) The CMH's fiscal year is October 1 through September 30. At the end of the CMH's fiscal year, all invoices for the fiscal year are due to CMH by October 20. Any disputed invoices must be reported to CMHOCFINANCE@miottawa.org by November 15. Invoices not submitted by these deadlines may be denied.
 - iv) Previously denied invoice should be corrected and re-billed to the CMH within 60 days from the date of denial for re-processing and reimbursement. Re-billed invoices submitted more than 60 days from the date of denial will be ineligible for payment.
- d) **Invoice Submission Method:** Invoices may be submitted to CMH by email, fax, or US mail. The invoices, at a minimum, should include the Vendor's name, the Vendor's address, the date of service, service description, rate per service, and total invoice amount. Additional information may be required by CMH based on the service being provided.
- e) CMH is not independently responsible for payment under this contract except through the PIHP or its federally compliant risk reserve funded by the State of Michigan.

2) CMH Responsibilities:

- a) The CMH shall process invoices in a timely manner. Except in unusual circumstances, payment shall be issued for approved claims within thirty (30) days following receipt of a clean invoice from the Vendor.







BMFL_Child Care service agreement

Final Audit Report

2024-11-04

Created:	2024-11-04
By:	Amanda Westrate (awestrate@miottawa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVj-4BMa-3_HcE-2oCBtiSX8jSWV4vReX

"BMFL_Child Care service agreement" History

-  Document created by Amanda Westrate (awestrate@miottawa.org)
2024-11-04 - 6:25:07 PM GMT
-  Document emailed to Michael Brashea (mbrashears@miottawa.org) for signature
2024-11-04 - 6:25:13 PM GMT
-  Email viewed by Michael Brashea (mbrashears@miottawa.org)
2024-11-04 - 6:53:42 PM GMT
-  Signer Michael Brashea (mbrashears@miottawa.org) entered name at signing as Michael Brashears
2024-11-04 - 6:54:17 PM GMT
-  Document e-signed by Michael Brashears (mbrashears@miottawa.org)
Signature Date: 2024-11-04 - 6:54:19 PM GMT - Time Source: server
-  Agreement completed.
2024-11-04 - 6:54:19 PM GMT

Action Request

Electronic Submission – Contract # 2486



Committee: Board of Commissioners
Meeting Date: 12/10/2024
Vendor/3rd Party: 70X7 LIFE RECOVERY
Requesting Department: COMMUNITY MENTAL HEALTH
Submitted By: DR. MICHAEL BRASHEARS
Agenda Item: CONTRACT WITH 70X7 LIFE RECOVERY TO ENHANCE WOMEN'S RECOV

Suggested Motion:

To approve to review and approve the 1 year contract with 70x7 Life Recovery in the amount not to exceed \$43,679.00.

Summary of Request:

70x7 Life Recovery was selected through the public solicitation process as a recipient of Opioid Settlement Funds to enhance women's recovery housing within Ottawa County.

Financial Information:

Total Cost: \$43,679.00	General Fund Cost: \$0.00	Included in Budget: Yes
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If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: New Activity

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Administration:

Recommended by County Administrator:  11/21/2024 11:06:33 AM

Committee/Governing/Advisory Board Approval Date: 12/3/2024

SERVICE AGREEMENT

Between Community Mental Health of Ottawa County

AND

70x7 Life Recovery

This Service Agreement (hereinafter "Agreement") is made on October 1, 2024 by and between Community Mental Health of Ottawa County (hereinafter "CMH") of 12265 James Street, Holland, Michigan 49424, and 70x7 Life Recovery (hereinafter "Vendor") of 97 W. 22nd Street, Holland, MI 49423.

This Agreement is regarding the implementation of the Opioid Settlement Funding awarded to the County of Ottawa for the purpose of Opioid Treatment and Prevention in Ottawa County. The Opioid Settlement Funding period runs from October 1, 2024, through September 30, 2025. This is a one-time Opioid Settlement Funding which does not guarantee continued funding following the end of the Opioid Settlement Funding period. CMH may or may not continue to fund such programming through additional grant applications or local funding following the end of the project period.

1. **Term and Termination.** The term of this Agreement shall commence on October 1, 2024 and continue in full force until September 30, 2025 unless amended or terminated by either party, upon thirty (30) days advance notice to the other. Further agreements will be negotiated as needed after the project period is completed.
2. **Vendor Duties.** In exchange for the compensation, Vendor agrees:
 - a. Vendor will utilize funding to enhance recovery housing services by focusing on service refinement at the sober living house.
 - b. Vendor agrees to use funding to purchase:
 - i. Client Transportation Support (not-to-exceed \$3,000.00 annually)
 1. Invoiced monthly as the costs are incurred.
 - ii. Client Resources (not-to-exceed \$6,067.00 annually).
 1. Invoice monthly as the costs are incurred (see list of eligible resources below).
 - a. Upgrade Technology (computers and/or tablets for resident use).
 - b. Welcome Kits (Quantity of 150 at \$20.00 per kit).
 - c. Recovery Books
 - d. Continuing Education Resources
 - iii. Client Incentives/outings (not-to-exceed \$2,500.00)
 1. Invoiced monthly as the costs are incurred.
 - iv. Additional funding will be provided at \$382.00 per occupied bed (maximum of 7 beds) per month (not-to-exceed \$32,112.00 annually).

1. Occupancy is achieved when the bed is filled 17 days of the month.
 2. Invoiced monthly as the beds achieve occupancy.
 - c. Vendor agrees to submit quarterly reports to CMHOC with:
 - i. Number of individuals housed during the reporting quarter
 - ii. Number of individuals admitted during the reporting quarter
 - iii. Number of individuals discharged during the reporting quarter
 - iv. Number of individuals receiving transportation support during the reporting quarter.
3. **Compensation.** CMH agrees to provide Vendor the following compensation:
- a. Vendor shall be reimbursed monthly in accordance with vendor duties outlined in Section 2 of this Agreement, with a total Agreement not-to-exceed of \$43,679. Funding may only be utilized to purchase goods and services as outlined in 2.b.
 - b. Vendor shall submit the invoice to Fiscal Services at 12265 James St., Holland, MI 49423.
 - c. Invoice submission method is included in Attachment A – Invoice Submission Process.
4. **Relationship of Parties.**
- a. Vendor is hereby engaged as an independent contractor under this Agreement. This Agreement shall not be construed as a partnership or joint venture. Nothing in this Agreement shall be construed in any way to create the relationship of employer and employee between CMH and Vendor; and neither Vendor nor its caregivers are eligible to receive any type of benefit from CMH.
 - b. Vendor acknowledges and agrees that CMH will not pay or withhold from the compensation paid to Vendor pursuant to this Agreement any sums customarily paid or withheld on behalf of employees for income tax, unemployment insurance, social security, workers' compensation or any other withholding tax, insurance, or payment pursuant to any law or governmental requirement.
5. **Authority.** Neither the Vendor nor CMH has any right or authority, either expressed or implied, to assume or create on behalf of the other party any contract or commitment of any kind or nature without the written consent of the other party, other than what is set forth in this Agreement.
6. **Indemnification.** Vendor agrees to indemnify, defend, and hold harmless CMH and its officials, officers, employees, volunteers, and agents from and against any and all liability arising out of or in any way related to Vendor's performance of services under this Agreement, including, but not limited to, any and all liability resulting from or arising out of intentional, reckless, or negligent acts or omissions of the Vendor, its employees, agents or subcontractors.
7. **Insurance.** Vendor shall provide proof of the following coverages: workers' compensation; employers' liability; commercial general liability and, if applicable, automobile, and

professional malpractice. Coverage limits are to be statutory and, if no statute applies, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These coverages shall protect the Vendor and CMH 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.

8. Confidentiality and Non-Disclosure.

a. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means all information and data from CMH or Vendor, in any form, including but not limited to documentation, inventions, products, personnel, provider lists, contractors, customers, prospective customers, proprietary information and other information that is not readily available to the public.

Vendor further acknowledges and agrees that Confidential Information includes protected health information ("PHI"), as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and its accompanying regulations at 45 CFR Parts 160 and 164 ("HIPAA"), and "Non-Public Personal Information" about a consumer in regards to health coverage as that term is defined in Title V of the Gramm Leach Bliley Act of 1999 and set forth in 16 CFR Part 13, including: (i) name (ii) address (iii) social security number(s) (iv) names of spouse and dependents (v) eligibility data and (iv) claims information.

Notwithstanding the foregoing, "Confidential Information" is not information which: (1) has entered the public domain through no action or failure to act of either Party to this agreement (2) prior to disclosure hereunder was already lawfully in either Party's possession without any obligation of confidentiality; or (3) subsequent to disclosure hereunder is obtained by either Party on a non-confidential basis from a third party who has the right to disclose such information to either Party.

b. Non-Disclosure

Neither Party to this agreement shall use Confidential Information for its own benefit, nor make Confidential Information available for review or use by, or use it for the benefit of, any third party. The Parties to this Agreement shall only disclose Confidential Information to those employees and affiliates of the Parties who are bound by this same written confidentiality agreement and have a legitimate need to review the Confidential Information. Upon request, the Parties shall return the Confidential Information to the Party disclosing such information. The confidentiality of the terms discussed between parties shall remain confidential during the term of this Agreement and for a period of not less than two years

following the termination of this current Agreement or any subsequent agreements between parties, whichever is longer.

9. **Record Retention and Audit.** Vendor shall maintain for a period of ten (10) years from the expiration of this Agreement all records, documents, and accounts in connection with the performance of this Agreement. CMH, or its representatives, shall have the right to examine, audit and copy, at reasonable times, and with advance notification and at its own expense, such records, documents, and accounts. To the extent required by law, Vendor shall permit government agencies to audit the Vendor's records as they relate to performance of services pursuant to the terms of this Agreement. In no event shall Vendor be required to provide or permit access to any records, documents or accounts that are not directly related to the Services performed or the costs incurred pursuant to the terms of this Agreement, or that contain Vendor's or CMH's confidential or proprietary information.

10. **Miscellaneous.**
 - a. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement between the Parties. The current Agreement replaces any prior agreement. It may be amended only by a written document signed by a duly qualified officer of each party.
 - b. **Non-Assignment and Benefit.** This Agreement shall not be assignable by either party without the written consent of the other, and shall bind and inure to the benefit of the parties hereto and their respective legal successors and permitted assigns.
 - c. **Partial Invalidity.** Should any provision of this Agreement be held unenforceable, the remainder of the Agreement shall continue in full force and effect notwithstanding the partial invalidity ruling.
 - d. **Waiver.** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time.

*****SIGNATURE PAGE FOLLOWS*****



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: Michael Brashears
Michael Brashears (Oct 25, 2024 07:00 EDT)
Dr. Michael Brashears,
Contract Administrator

10/25/24

Date

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

70x7 LIFE RECOVERY

By: 
Signature

10/2/2024

Date

Lisa Mathews
Printed Name

CEO

Title

Attachment A
Invoice Submission Process

1) Vendor Responsibilities:

- a) The Vendor shall submit clean and timely invoices for reimbursement for services rendered under this Agreement. By submitting invoices for reimbursement, the Vendor attests that the billed services and corresponding documentation have been completed in compliance with the requirements of CMH, MDHHS, and/or Medicaid.
- b) **Clean Invoices:** According to MDHHS requirements, in order to be considered clean invoices, the Vendor shall submit invoices that are timely, complete, accurate, and ready for processing without obtaining additional information from the Vendor or third party.
- c) **Timely Billing:** The Vendor shall submit invoices to the CMH in a timely manner.
 - i) The Vendor shall bill CMH either monthly or on an alternate billing schedule approved, in advance, by CMH.
 - ii) Invoices submitted more than 60 days after the date of service will be denied, except as detailed in section c.iii. of this document.
 - iii) The CMH's fiscal year is October 1 through September 30. At the end of the CMH's fiscal year, all invoices for the fiscal year are due to CMH by October 20. Any disputed invoices must be reported to CMHOCFINANCE@miottawa.org by November 15. Invoices not submitted by these deadlines may be denied.
 - iv) Previously denied invoice should be corrected and re-billed to the CMH within 60 days from the date of denial for re-processing and reimbursement. Re-billed invoices submitted more than 60 days from the date of denial will be ineligible for payment.
- d) **Invoice Submission Method:** Invoices may be submitted to CMH by email, fax, or US mail. The invoices, at a minimum, should include the Vendor's name, the Vendor's address, the date of service, service description, rate per service, and total invoice amount. Additional information may be required by CMH based on the service being provided.
- e) CMH is not independently responsible for payment under this contract except through the PIHP or its federally compliant risk reserve funded by the State of Michigan.

2) CMH Responsibilities:

- a) The CMH shall process invoices in a timely manner. Except in unusual circumstances, payment shall be issued for approved claims within thirty (30) days following receipt of a clean invoice from the Vendor.







CMH_70x7_Contract

Final Audit Report

2024-10-25

Created:	2024-10-23
By:	Amanda Westrate (awestrate@miottawa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcgZTCigdZDDcoxLrxKnqdVDwiWOJgaFP

"CMH_70x7_Contract" History

-  Document created by Amanda Westrate (awestrate@miottawa.org)
2024-10-23 - 7:17:09 PM GMT
-  Document emailed to Michael Brashea (mbrashears@miottawa.org) for signature
2024-10-23 - 7:17:17 PM GMT
-  Email viewed by Michael Brashea (mbrashears@miottawa.org)
2024-10-25 - 10:59:47 AM GMT
-  Signer Michael Brashea (mbrashears@miottawa.org) entered name at signing as Michael Brashears
2024-10-25 - 11:00:12 AM GMT
-  Document e-signed by Michael Brashears (mbrashears@miottawa.org)
Signature Date: 2024-10-25 - 11:00:14 AM GMT - Time Source: server
-  Agreement completed.
2024-10-25 - 11:00:14 AM GMT

Action Request



Committee:	Board of Commissioners
Meeting Date:	12/10/2024
Requesting Department:	Ottawa County Parks Commission
Submitted By:	Jason D. Shamblin
Agenda Item:	2024 Ottawa County Parks and Recreation Commission Strategic Plan Presentation

Suggested Motion:

To receive for information the **2024 Ottawa County Parks and Recreation Commission Strategic Plan Presentation**

Summary of Request:

Ottawa County Parks and Recreation Commission Director, Jason Shamblin will present to the Board of Commissioners on the 2024 Ottawa County Parks and Recreation Strategic Plan.

The Strategic Plan and its input can be found on the Parks and Recreation website at: 2024 Ottawa County Parks and Recreation Strategic Plan

See attached memo for background.

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:

Ottawa County Insurance Authority

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 2: Continue to perform program evaluations and implement outcome-based performance measurement systems.

Administration: Recommended Not Recommended Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date: 08/21/2024

Parks and Recreation Commission



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

MEMORANDUM

Date: November 27, 2024
To: Ottawa County Board Commissioners
From: Jason Shamblin, Parks Director
RE: 2024 Ottawa County Parks and Recreation Commission Strategic Plan

Recognizing the need to protect high quality natural land and provide expanded recreational opportunities, the Ottawa County Board of Commissioners initiated the process of forming a Parks and Recreation Commission in 1986 as provided for under Michigan Public Act 261 of 1965. The Ottawa County Parks & Recreation Commission (OCPRC) was officially formed in 1987 and inherited 9 park properties totaling 416 acres from the Ottawa County Road Commission.

The first official record of a mission statement and goals and objectives for the OCPRC is in the 1989 Parks, Recreation, and Open Space Plan. The mission statement included five parts that focused on developing a resource-based park system with high quality recreational experiences. Many of the goals and objectives of that plan have been achieved as the OCPRC now oversees the management of 40 park properties with over 7,350 acres, a nature center with community engagements offerings, a marina, 25 rental facilities, a future campground, portions of four regional non-motorized pathways, and a regional water trail.

The land acquisition strategy that the OCPRC developed over time focused on four “greenway” corridors within the County (the Grand River, Lake Michigan Coastal, Macatawa River, and Pigeon River Greenways) and successfully helped to drive approval of a 0.33 Parks Millage in 1996 and two subsequent renewals in 2006 and 2016.

Since 1989, the OCPRC’s mission statement has been updated twice, with the last update being in 2010. Over time, the OCPRC’s goals within the various iterations of the Parks, Recreation, and Open Space Plan (which focuses on land acquisition and facility development and has typically been updated every five years) have evolved and broadened as the Parks Department has expanded and varied its offerings.

As the OCPRC prepares for the 2026 millage renewal a comprehensive strategic planning process was initiated in 2023. The Strategic Planning process included robust public and stakeholder engagement input as well as several associated inputs (such as a Community Benefits Survey, a scientific polling survey of residents, and visitation data).

The 2024 Strategic Plan was approved by the Parks and Recreation Commission in August of 2024 and will guide the 2026 Parks, Recreation, and Open Space Plan, strategic initiatives and assist in prioritizing the allocation staff and resources. The Strategic Plan and its input can be found on the Parks and Recreation website at: [2024 Ottawa County Parks and Recreation Strategic Plan](#)

Action Request



Committee: Board of Commissioners

Meeting Date: 12/10/2024

Requesting Department: Parks & Recreation

Submitted By: Zac VanOsdol

Agenda Item: Parks strategic staffing realignment and position requests

Suggested Motion:

To approve the request from Parks & Recreation to realign and add new positions as part of the Parks 2024 Strategic Plan as approved by the Ottawa County Parks and Recreation Commission at a cost of \$388,329.

Summary of Request:

Please view the attached memo regarding the realignment and request of positions.

Summary:

Add 1.0 FTE Coordinator of Visitor and Business Services (grade 14)

Add 1.0 FTE Natural Resources Management Specialist (grade 4)

Add 1.0 FTE Operations Secretary (grade 3)

Add 1.0 FTE Assistant Supervisor (grade 7)

Add part-time, non-benefited Parks GIS Intern

Reclassify the Parks Planner to a Parks Data and Grants Manager

Reclassify the Parks Operations Manager to a Construction & Special Projects Supervisor

Approval of this motion also approves any related budget amendments needed to fund the request.

Financial Information:

Total Cost: \$388,328.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Parks revenue and Parks Millage unappropriated fund balance

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

Action is Related to Strategic Plan:

Goal: Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

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

Objective: Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

Administration: Recommended Not Recommended Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date: 12/3 F&A



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

MEMORANDUM

Date: November 14, 2024
To: Ottawa County Board of Commissioners
From: Jason Shamblin, Parks Director
RE: Strategic Plan staffing realignment and new positions

Staff Recommended Motion: To approve proposed position re-classifications and the addition of new positions. Additionally, to authorize a budget adjustment of existing revenues and appropriate \$100,000 of the Parks Millage unappropriated fund balance for associated expenses.

With the Ottawa County Parks and Recreation Commission's (OCPRC) adoption of the 2024 Strategic Plan in August, the OCPRC seeks approval from the Board of Commissioners to move forward with staffing recommendations that emerged from the planning process. It should be noted that the proposed Coordinator of Visitor & Business Services position will be funded by budgeted revenue from the Idema Explorers Camp and the Assistant Operations Supervisor will be funded by budgeted revenues from Park Motor Vehicle Permit.

Background: As the system overseen by the Ottawa County Parks and Recreation Commission (OCPRC) has grown in acreage, amenities, programming, and services over the past several decades, there have been ongoing efforts to evolve the organizational structure and staffing to best meet the needs of park visitors. In preparing for the OCPRC Strategic Plan process, there had been parallel efforts to move forward with an overall organizational analysis, including an effort to retain a staffing consultant in 2022. Due to budget concerns at that time, it was determined to forego comprehensive organizational analysis and instead incorporate an organizational analysis as part of the Strategic Plan process. In the interim, senior leadership staff worked with Human Resources to facilitate a staff survey to better understand staff needs and challenges.

In 2023, the Strategic Plan Request for Proposal was released, and the proposed work plan included an organizational analysis that would help identify the most suitable organizational structure to implement the Strategic Plan, address current needs, and continue to meet the needs of the growing population into the future. National consulting firm Crowe LLC, with experience in organizational assessments and staffing, was retained.

The Parks Director and the department's senior staff incorporated the analysis by Crowe, staffing feedback, and direct input from the Parks Commissioners and stakeholders to develop a proposed realignment of OCPRC staffing resources. This realignment proposal includes new positions and reclassifications that will help ensure success in implementing the OCPRC Strategic Plan, assist with operation of the new Idema Explorers Camp at Ottawa Sands, and help continue to meet the needs of the growing population into the future.

The Parks Director has worked with the department's senior leadership staff and Human Resources team to finalize the recommendations and prepare to implement the realignment if approved by the Board of Commissioners. This includes the following:

New Positions:

- **Coordinator of Visitor and Business Services** (Grade – 14 - Unclassified)

This full-time, exempt position will oversee the administration of Park enterprise operations including the Ottawa Beach Marina, Idema Explorers Camp, sale of Motor Vehicle Permits and indoor rental facilities throughout the county.

- **Natural Resources Management Specialist** (Grade 4 – Group T)

This full-time, nonexempt position will serve the residents of the county by assisting with the management of our natural resources and protecting them from the threat of invasive species.

- **Operations Secretary** (Grade 3 – Group T)

This full-time, exempt position will be assigned to support the operations division by assisting with administrative duties such as park visitor questions, record management, requisitions, procurement, and budget support.

- **Assistant Supervisor** (Grade – 7 – Group T)

This full-time, nonexempt position will serve the residents of the county by assisting with the management of our Lakeshore parks the spring through fall of the year. During the winter months the position will be reassigned as needed to assist with winter operations including preventative maintenance tasks.

- **Parks GIS Intern** (Non-Benefitted)

This new, temporary position will support the management and creation of GIS Data as well as the digital file management, development, and in-house manufacturing of park signage.

Re-classifications:

- **Parks Data and Grants Manager** from Parks Planner (12 from 9)

This position will assist with project management, support planning projects, strategic plan implementation, community outreach, project management, data gathering, grants management, and planning efforts for other divisions.

- **Construction & Special Projects Supervisor** from Parks Operations Manager (9 from 12)

With the addition of both the Coordinator of Visitor and Business Services and the Operations Secretary positions, this reclassification will remove some of the supervisory and administrative responsibilities allowing this position to focus on park construction.

Reclassification and Cost Analysis

		FTE	Wages	Benefits	Total Cost
Coordinator of Visitor and Business Services	Grade 14- Unclassified	1.0	\$83,632.02	\$54,223.18	\$137,855.20
				Total Cost	\$137,855.20
Natural Resources Management Specialist	Grade 4-Group T	1.0	\$42,437.66	\$39,034.24	\$81,471.90
				Total Cost	\$81,471.90
Operations Secretary	Grade 3-Group T	1.0	\$39,663.62	\$38,055.17	\$77,718.79
				Total Cost	\$77,718.79
Assistant Supervisor	Grade 7-Group T	1.0	\$52,000.62	\$42,409.43	\$94,410.05
				Total Cost	\$94,410.05
GIS Intern- intern rate	Non-Benefited	500 hours	\$7,027.28	\$537.59	\$7,564.87
				Total Cost	\$7,564.87
Current Parks Operations Manager- Grade 12	Unclassified	1.0	\$91,320.06	\$56,294.25	\$147,614.31
Construction & Special Projects Supervisor- Grade 9	Unclassified	1.0	\$74,544.34	\$50,502.22	\$125,046.56
				Total Cost	-\$22,567.75
Current Parks Planner - Grade 9	Group T	1.0	\$74,544.34	\$29,943.90	\$104,488.24
Parks Data and Grants Manager- Grade 12	Unclassified	1.0	\$82,710.49	\$33,652.71	\$116,363.20
				Difference	\$11,874.96
				Final cost	\$388,328.02

Action Request



Committee: Board of Commissioners

Meeting Date: 12/10/2024

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: FY24 and FY25 Budget Adjustments

Suggested Motion:

To approve the FY24 and FY25 budget adjustments per the attached schedule.

Summary of Request:

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

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

Compliance with the Ottawa County Operating Budget Policy.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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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 1: To Maintain and Improve the Strong Financial Position of the County.

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

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

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

Administration: Recommended Not Recommended Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date:

Fund		Department	Explanation	Revenue	Expense
2024					
12-3373	Health Fund	Transfer in - Environmental Health - Real Estate Transfer in - Vector Borne Disease Transfer in - Childrens Special Health Care Transfer in - Environmental Health - Campgrounds Transfer in - Environmental Health - Field Services Transfer in - Environmental Health - Type II Transfer in - Maternal Infant Health Program	To adjust the FY24 general fund revenue allocation within Public Health in order to match the actual need that varies from budget due to expenditures over budget or revenues under budget (or some combination of both). General fund is being decreased in the orgs below that will not utilize their full budgeted amount in FY24.	\$ 42,194 \$ 1,266 \$ 26,030 \$ 596 \$ (17,489) \$ (19,965) \$ (32,632)	
12-3374	General Fund	Innovation Technology - GIS Contingency	Budgeting the use of contingency to offset the increased sick and vacation accruals due to the increase in PTO per contracts. The GIS org in the general fund does not have the available underspend to cover the cost.		\$ 4,500 \$ (4,500)
12-3378	General Fund	Nondepartmental	Recognize additional State Convention Tax received and appropriate 1/2 to pay to the Lakeshore Regional Entity for Substance Use Disorder (SUD) programming.	\$ 15,874	\$ 7,937
2025					
01-456	General Fund	District Court	Reduce MI Dept of Corrections grant to amount awarded. The purpose of this grant is to reduce prison committment rate and maintaining public safety in the County. Part of this program is funded with general fund. Grant Award: \$280,000 Grant Period: FY25	\$ (38,792)	\$ (18,185)
02-79	Mental Health Millage and Grants	Community Mental Health	CMH is being awarded grant dollars from Grand Haven Community Foundation and Community Foundation of Holland/Zeeland for the purchase of Crisis Intervention Team vehicles and operational supplies. This funding will allow for increased geographical coverage within the County of CIT response with mental health clinicians. This grant is part multi-year; only Year 1 appropriations are budgeted. Grant Award: \$90,000 Grant Period: 10/01/2024-09/30/2026	\$ 75,000	\$ 75,000
02-246	General Fund	Sheriff	This amendment appropriates prior year donations received for Emergency Operations Center. These expenses will cover training for staff.		\$ 1,940
02-739	Mental Health Fund	Community Mental Health	Increase of 58th District Mental Health Treatment Court grant to match award amount. Grant Award: \$63,707 Grant Period: FY25	\$ 1,038	\$ 1,038
02-740	Mental Health Millage and Grants	Community Mental Health	Increase of Integrated Health grant to match award amount. Grant Award: \$142,014 Grant Period: FY25	\$ 2,478	\$ 2,478
02-1043	Parks CIP Fund	Rosy Mound Acquisition	This amendment is to increase the funding and expenses on the capital project CP2303 for the 127-acre property directly adjacent to Rosy Mound Natural Area in Grand Haven Township. Increase is primarily due to an established market value of the land that is significantly higher than the initial property value (from 2018) used for the grant applications.	\$ 991,200	\$ 1,018,750
02-1097	General Fund Board Initiatives Capital Projects Fund	Veteran Services Transfers In Transfers Out - GF Transfers Out - CIP Transfers In Veteran Services Expansion Project	In conjunction with B/C 24-190, which authorizes the funding from Board Initiatives for the Veteran Services Expansion project, this amendment appropriates funding for a CIP project for the renovation portion of the grant. Additionally, this amendment appropriates the anticipated increase to the Veterans Services operating budget in FY25.	\$ 754,740 \$ 227,000	\$ 203,384 \$ 754,740 \$ 227,000 \$ 227,000
02-1098	General Fund	Clerk Register of Deeds	Annual carryforward of funds reserved by the Clerk for Honors Rewards.		\$ 4,553

Fund	Department	Explanation	Revenue	Expense
02-1101	Other Governmental Grants	CAA - Community Services Block Grant		
		Annual grant received by the County Community Action Agency to provide services to reduce poverty. This grant experiences overlapping grant periods. This amendment includes prior year carryover and an adjustment to current grant award. Adjusted budget to amount available in FY25 (\$628,160.78)	\$ 102,389	\$ 102,389
		CAA - Deferral Reduction		
		Community Action Agency (CAA) received \$347,319.84 in Federal funding for the Deferral Reduction program. Funds will be used to repair low-income residential buildings to correct health and safety conditions that would require a deferral from participation in energy efficiency and weatherization programs. This grant runs from January 2024 through September 2026.	\$ (14,680)	\$ (14,680)
		CAA - Weatherization Program		
		Department of Energy Weatherization Program Grant adjusted to available balance through June 2025 (\$214,193.04). This grant provides weatherization assistance to clients and it runs from July 2024 through June 2025.	\$ (15,430)	\$ (15,430)
		CAA - Reach & Resiliency Grant		
		Reach & Resiliency funds are adjusted to total carryover amount from prior year (\$18,716.41). Grant funds are used to partner with a food delivery service in order to deliver food to homes of individuals and families under The Emergency Food Assistance Program. This grant runs from May 2023 to June 2025.	\$ 2,379	\$ 2,379
		CAA- Community Development Block Grant		
		County assists homeowners with emergency home repairs and is repaid if the home is sold at a profit. Grant income is reinvested into the program. Grant balances are adjusted to reflect the actual budget program income balance left for FY25. There is no operations balance for rehab projects in FY25.	\$ (20,000)	\$ (20,000)
		CAA-Emergency Solutions Grant		
		Annual grant received by the County Community Action Agency to provide housing services in Ottawa County. Adjusted budget to amount available in FY25 (\$287,538). This grant runs from October 2024 through September 2025.	\$ 20,477	\$ 20,477

Action Request



Committee: Board of Commissioners

Meeting Date: 12/10/2024

Requesting Department: Administration

Submitted By: Ben Wetmore

Agenda Item: Crockery Lake Contract With Chester Contract

Suggested Motion:

To approve and authorize the Board Chair and Clerk/Register to sign the Agreement for the Care, Management, and Maintenance of Land Located at Crockery Lake, and to appropriate \$563,404.00 from the General Fund balance, Monsanto reserve for the purpose of funding this Agreement.

Summary of Request:

This grant provides funding for Chester Township to engage in community revitalization efforts consistent with the attached contract. This effort will include work to rehabilitate Crockery Lake, and also provide funding for the oversight and management of these operations by the local jurisdiction. This effort will revitalize an economically vulnerable part of the County and serve to boost the economic performance of the area, which will have the net effect of increasing tax revenues.

Financial Information:

Total Cost: \$563,404.00	General Fund Cost: \$563,404.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

General Fund, Monsanto Reserve

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: 12/3 F&A

**AGREEMENT FOR THE CARE, MANAGEMENT, AND MAINTENANCE OF LAND
LOCATED AT CROCKERY LAKE**

The Agreement for the care, management, and maintenance of land located at Crockery Lake, Ottawa County, Michigan (the “Agreement”) is made and entered into by and between the **COUNTY OF OTTAWA**, a municipal corporation, (hereinafter referred to as the “County”), and the **TOWNSHIP OF CHESTER**, a Michigan general law township (hereinafter referred to as the “Township”). Collectively, the signatories are referred to as the Parties, and individually, as a Party.

RECITALS:

WHEREAS, the County has received class action settlement funds that were accepted by the County on the condition that they be used for the purpose of restoring surface waters in the County (the “Settlement Funds”);

WHEREAS, the County Board of Commissioners has decided to use the Settlement Funds, in combination with a portion of the County’s own funds (collectively, the “Lake Restoration Funds”), for the purpose of caring, managing, and maintaining the property located at Crockery Lake that includes, but is not limited to, restoring the quality of waters of Crockery Lake, which is located within the County, in the Township of Chester, and upon which the County owns riparian property (Parcel #: 70-01-15-100-031) that is used for public park purposes, including a boat launch (the “Property”) pursuant to MCL 46.11(l) and MCL 123.51 et. seq.;

WHEREAS, the Ottawa County Board of Commissioners authorizes the Township to conduct a Crockery Lake restoration project to be designed and implemented by the company known as Restorative Lake Sciences, under the direction of Dr. Jennifer L. Jermalowicz-Jones, CLP, CLM, Professional Limnologist (the “Project,” see Exhibit A);

WHEREAS, the County and the Township desire to establish a cooperative and collaborative working relationship for the administration and use of the Lake Restoration Funds for the Project, and to enter into an Intergovernmental Agreement, as authorized under the provisions of Act 35 of the Public Acts of Michigan of 1951, as amended, and Act 7 of the Public Acts of 1967 (Ex. Sess.), as amended, whereby the Township, on behalf of the County, will hold and administer the Lake Restoration Funds, as a fiduciary, to ensure that they are expended in accordance with the Project and the terms stated herein; and,

WHEREAS, the Township is able and willing to serve in such capacity, with the County’s consent, as authorized by Act 156 of the Public Acts of Michigan of 1917, upon terms that include, *inter alia*, the County’s payment of an administration fee to the Township, to reimburse the Township for the costs it incurs to serve in this capacity.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. **County Performance.** The County agrees to, and shall, provide all Lake Restoration Funds to the Township promptly after the Effective Date, as defined in Section 10.a. Upon the County’s transfer of the Lake Restoration Funds to the Township, said funds shall not

be used, expended or transferred for any purpose, other than to implement the Project in accordance with this Agreement.

2. **Township Performance.** Upon receipt from the County, the Township shall hold the Lake Restoration Funds in a restricted fund for the care, management, and maintenance of the Property including, but not limited to restore the quality of the waters of Crockery Lake in accordance with the Project, and on deposit in a secure financial institution that has been approved by the Township Board under its investment policies, until expended for the Project. The Township agrees to provide, in a reasonable manner and reasonable time frame, any information relating to the Project to the County upon the County's reasonable advance request, and the Township will endeavor to keep the County apprised of the Project's progress. The County agrees that the Township may rely on Dr. Jennifer L. Jermalowicz-Jones to provide the County with such informational updates. It shall be the sole responsibility of the Township to execute any agreements with third-parties that are required for the Project and carry out the terms of those agreements; provided, however, that the Township shall not, and will not, incur any contractual financial liabilities in the carrying out of the Project in an amount in excess of the total amount of the Lake Restoration Funds provided to the Township by the County. As such, the Township has no obligation – financial or otherwise – to ensure that the Project is completed if the Lake Restoration Funds have been completely depleted under the terms of this Agreement before the Project has been completed. The Township is not obligated to use any of its own funds, other than the Lake Restoration Funds, to carry out Project.

3. **Expenditure of Funds.** The Township shall expend the Lake Restoration Funds only in accordance with the terms of this Agreement, and for the purposes of implementing, the Project.

4. **Administrative Fee.** The Township shall be entitled to retain an administrative fee, to reimburse the Township for the costs it incurs to perform its obligations under the Agreement, in the amount of two percent (2%) of all Lake Restoration Funds the County provides to the Township. If the Parties subsequently determine that the amount of the administrative fee is either too high or too low for the purpose of completely reimbursing the Township for the costs it incurs to perform its obligations under the Agreement, the Parties agree to renegotiate the amount of the administrative fee, in good faith, and to thereafter amend this Agreement to reflect the renegotiated administrative fee.

5. **Drafting Costs.** The County agrees to and shall reimburse the Township for all of the Township's actual legal fees, costs and expenses the Township has incurred in connection with the preparation of this Agreement, including, but not limited to, attendance at any meetings held with County representative to discuss or negotiate the terms of this Agreement ("Drafting Fees"). After the Effective Date of this Agreement, the Township shall submit to the County invoices documenting the Drafting Fees, to the address listed herein at Paragraph 22, and the County shall pay the amount of the Drafting Fees to the Township within sixty (60) days after receipt of such invoices by the County.

6. **Funding Amount.** The County is not, as a result of entry into or performance by either Party under this Agreement, obligated to provide any certain amount of Lake Restoration Funds to the Township. The Township acknowledges that the County has not made any

representations, promises, or assurances to the Township about the amount of Lake Restoration Funds it will provide to the Township.

7. **Reports; Accounting.** The Township, upon reasonable advance request, shall provide the County timely and reasonable access to all data and information in the Township's possession or control related to the receipt and expenditure of Lake Restoration Funds for the Project. The Township shall adhere to the Generally Accepted Accounting Principles and its overall financial management system will ensure effective control over and accountability for all Lake Restoration Funds received. Accounting records shall be supported by balance sheets, general ledgers, and invoices. The expenditure of Lake Restoration Funds shall be reported by line item.

8. **Right of Audit.** The Township acknowledges and agrees that the County or its designee may audit the Township to verify compliance with this Agreement. The Township must retain and provide to the County or its designee upon request, all financial and accounting records related to this Agreement through the Term of this Agreement and for at least three (3) years thereafter (the "Financial Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, the Township must retain the records until all issues are resolved. This right of audit is limited to matters within the scope of this Agreement. The County shall be solely responsible for the costs of any and all such audits, including any costs incurred by the Township.

9. **Right of Inspection.** Within ten (10) calendar days of providing notice, the County and its authorized representatives or designees have the right to enter and inspect any location where Township records are kept related to the Project and/or Lake Restoration Funds, and examine, copy, and audit all records related to this Agreement. The Township must cooperate and provide reasonable assistance. If financial errors are revealed and verified, the Township shall correct the errors within forty-five (45) calendar days of receipt of written notice of the errors from the County, unless forty-five (45) days is not reasonable under the particular circumstances, in which case the Parties shall cooperatively agree to an alternate and appropriate corrective deadline. The County shall be solely responsible for the costs of any and all such inspections, including any costs incurred by the Township.

10. **Effective Date; Term and Termination.** This Agreement shall commence on its Effective Date and continue until it expires or is terminated as provided for herein.

a. Effective Date. This Agreement shall become effective on the date (the "Effective Date") that each of the following has occurred: (i) the approval of this Agreement by the County Board of Commissioners; and, (ii) the approval of this Agreement by the Chester Township Board; provided, however, that the Township shall not be required to perform its duties under this Agreement until it has received all or a portion of the Lake Restoration Funds from the County.

b. Term and Expiration. This Agreement shall expire with no further action on behalf of the Parties when the Project has been completed, five (5) years from the Effective Date, or when all Lake Restoration Funds have been expended, whichever comes sooner.

c. Termination for Cause. Either Party may immediately, upon written notice to the other Party, terminate this Agreement for cause if the other Party is in material breach of this Agreement.

d. Return of Funds. If expiration or termination of this Agreement occurs at a time when the Township still has possession of unobligated Lake Restoration Funds, the Township shall return the unobligated funds to the County within sixty (60) days, subject to the Township's retention of any administrative fee or Drafting Fees still owing. To the extent that use of some of the funds is dependent on a contingency that is not met, (including, but not limited to, the issuance of a permit), the Township shall remit the unused portion of the Lake Restoration Funds, which are dependent on an unmet contingency back to the County within sixty (60) days.

11. **Governing Law.** It is mutually acknowledged and agreed that this Agreement is made under and shall be governed by and construed in accordance with, the laws of the State of Michigan without giving effect to choice of law principles of such State. It is further acknowledged and agreed that any legal or equitable action or proceeding with respect to this agreement shall be brought only in the courts of Ottawa County, Michigan. The Parties submit to and accept generally and unconditionally the jurisdiction of those courts with respect to themselves and their property and irrevocably consent to the service of process in connection with any such action or proceeding by personal delivery or by the mailing thereof by registered or certified mail, postage prepaid to the address listed herein at Paragraph 22. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

12. **Indemnification and Hold Harmless.** The County shall, at its own expense, and to the extent permitted by law, protect, defend, indemnify and hold harmless the Township, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the County or any of its officers, employees, agents or subcontractors which may arise out of this Agreement. This includes any repayment of Lake Restoration Funds which may be required in the event that any portion of the Lake Restoration Funds, after having been spent on the Project, are required to be returned to the County or a third-party.

13. **Waivers; Remedies.** No delay on the part of any of either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the either Party of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity.

14. **Modifications, Amendments or Waiver of Provisions of the Agreement.** All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the Parties hereto, and upon approval of such modification,

amendment or waiver by the County's Board of Commissioners and the Township Board of Trustees.

15. **Assignment or Subcontracting.** The Township shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement.

16. **Purpose of Section Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

17. **Complete Agreement.** This Agreement and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the Parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto.

18. **Survival Clause.** All rights, duties and responsibilities of any Party that either expressly or by their nature extend into the future, including warranties and indemnification, shall extend beyond and survive the end of the Agreement's term or the termination of this Agreement.

19. **Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

20. **Force Majeure.** Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, epidemics, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, that prevent the claiming Party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

21. **Non-Beneficiary Contract.** Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assignees any legal or equitable right, remedy or claim under or in respect of this Agreement, it being the intention of the Parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or such successors and permitted assignees. The Provider's suppliers or providers are not considered the Provider's assignees and are not third-party beneficiaries.

22. **Notice.** Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by either electronic mail with confirmation of receipt or by first class mail. All such written notices shall be addressed as provided below. All correspondence shall be considered delivered to a Party as of the date that the electronic confirmation of receipt is received (if notice is provided by electronic mail) or when notice is deposited with sufficient postage with the United State Postal Service. A notice of termination shall be sent via electronic mail with confirmation of receipt or via certified mail to the address specified below. Notices shall be mailed to the following addresses:

If to County: County Administrator, Ottawa County
12220 Fillmore Street
West Olive, Michigan 49460

If to Township: Township Supervisor, Chester Township
P.O. Box 115
Conklin, MI 49403

23. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

24. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them, oral or otherwise, in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

25. **Governmental Immunity:** Neither the County nor the Township waives its governmental immunity by entering into this Agreement, and fully retain all of their immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.

26. **Certification of Authority to Sign Agreement.** The people signing on behalf of the Parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the Party they represent and that this Agreement has been authorized by the Party they represent.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT ON THE DATES INDICATED BELOW

COUNTY OF OTTAWA

TOWNSHIP OF CHESTER

By: _____
Joe Moss, Chairman
Ottawa County Board
of Commissioners

By: _____
Troy Goodno, Supervisor

Date: _____

Date: _____

EXHIBIT A

Table 28. Crockery Lake proposed lake restoration program costs. NOTE: Items with asterisks are estimates only and are likely to change based on acquisition of formal quotes from qualified vendors.

Proposed Crockery Lake Improvement Item	Year 1 Costs	Years 2-5 (Annual) Costs⁴
Systemic herbicides ¹ for EWM treatment	\$11,520	\$10,580
PrO2 System ² (includes annual lease cost and electrical for each year as well as maintenance)	\$ --	\$70,000
Drain filters ³ for drains Note: maintenance for future years	\$5,000	\$3,000
Framework for septic system maintenance program; implementation ⁴	\$7,000	\$1,500
Professional services (limnologist management of lake, oversight, EGLE compliance, implementation of restoration program, farm round-table discussions, BMPs recommendations, education) ⁵	\$25,000	\$25,500
Contingency ⁶	\$4,852	\$11,058
Administration/TWP/Clerical	\$4,696	\$4,696
Total Annual Estimated Cost	\$58,068	\$126,334
TOTAL OVERALL COST = \$563,404		

¹ Herbicide treatment scope may change annually due to changes in the distribution and/or abundance of aquatic plants. This item is paid for in the existing weed control Special Assessment District (SAD) which is separate from this proposed program.

² Oxygenation system is based on lease option (no purchase is available). The first year more testing is required by EGLE and thus the system will begin operations in 2026. If permitting issues arise, other comparable methods will be utilized to reduce legacy phosphorus for nutrient reduction.

³ Drain filters include individual, retrofitted biologically activated filters for nutrient and solid reductions. In future years, maintenance of the filters will be required.

⁴Septic system framework cost based on record gathering needed and time allocated for development. Future years, maintenance of records is expected at reduced cost.

⁵ Professional services includes comprehensive management of the lake with two annual GPS-guided, aquatic vegetation surveys, pre and post-treatment surveys for aquatic plant control methods, oversight and management of the aquatic plant control program and all management activities, all water quality monitoring and evaluation of all restoration methods, review of all invoices from contractors and others billing for services related to the improvement program, education of local riparians through attendance at up to three regularly scheduled annual board meetings, meetings with farmers on BMP's and collaboration with the local Conservation District or other partners. Also included are focus group collaborations and development of a potential county-wide framework using the CCF.

⁶ Contingency is 10% of the total project cost, to assure that extra funds are available for unexpected expenses. Note: Contingency may be advised and/or needed for future treatment years. Contingency funds may also be used for other water quality improvements and watershed management.

⁷ Administration and legal fees are used for Chester Township to allocate and release funds as needed for the improvements over a five-year period.

Action Request

Electronic Submission – Contract # 2510



Committee: Board of Commissioners
Meeting Date: 12/10/2024
Vendor/3rd Party: LAKESHORE HABITAT FOR HUMANITY
Requesting Department: DEPARTMENT OF STRATEGIC IMPACT
Submitted By: PAUL SACHS
Agenda Item: ATTAINABLE AND AFFORDABLE HOUSING - LAKESHORE HABITAT

Suggested Motion:

To authorize the Board Chair and Clerk/Register to sign the partnership agreement between Ottawa County and Lakeshore Habitat for Humanity to support site development and construction costs for housing development

Summary of Request:

These funds are designed as seed funding to provide ongoing working capital for Lakeshore Habitat for Humanity to design, construct, and deploy more affordable homeownership opportunities in Ottawa County. The working capital funding pool will continuously replenish through home sales and/or mortgage payments so as to create a sustainable funding model for this specific purpose.

Financial Information:

Total Cost: \$500,000.00	General Fund Cost: \$0.00	Included in Budget: No
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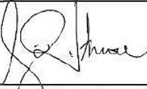
If not included in Budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Administration:

Recommended by County Administrator:  12/2/2024 5:56:34 PM

Committee/Governing/Advisory Board Approval Date: 12/3/2024

GRANT AGREEMENT

THIS GRANT AGREEMENT (hereinafter “Agreement”) is made between Ottawa County, a State of Michigan political subdivision (hereinafter the “County”), and Lakeshore Habitat for Humanity, a Michigan nonprofit corporation whose address is 12727 Riley Street, Holland, MI 49424 (hereinafter the “Recipient”), and the County and Recipient are hereinafter a “Party” and collectively the “Parties”.

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter “ARPA”); and

WHEREAS, the County received a total of approximately \$57 million in ARPA funds that the County utilized for revenue replacement of which the resulting budgetary savings were appropriated for “Board Initiatives”; and

WHEREAS, the County’s “Board Initiatives” funding is specifically intended to support worthy projects that benefit communities throughout the County; and

WHEREAS, Article VII, Section 26 of the Michigan Constitution of 1963 states that the state and its political subdivisions are prohibited from granting public funds for private purposes except as provided by law; and

WHEREAS, the State Administration has determined that the State of Michigan (and its political subdivisions) can legally grant public funds to private organizations such as Habitat for Humanity because the construction of attainable and affordable housing is considered an economic development tool and a public benefit; and

WHEREAS, the Recipient is a Michigan nonprofit entity, and has submitted a proposal to the County for **FIVE HUNDRED THOUSAND DOLLARS and NO CENTS** (\$500,000.00) in grant funds (hereinafter “Grant Funds”) to finance an Attainable and Affordable Housing Project (“Project”); and

WHEREAS, the Recipient will use the Grant Funds to capitalize a revolving fund for site development and related construction costs that will continuously replenish through ongoing home sales and mortgage paybacks; and

WHEREAS, again such affordable housing is an economic development tool and public benefit, thereby, allowing the allocation of Grant Funds to the Recipient conditioned upon the appropriate use of those provided funds; and

WHEREAS, the County and the Recipient desire to enter into this Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the terms and conditions set forth below, the Parties agree as follows:

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all Parties and remain in effect until such time as any conditions and/or limitations described in Exhibit A are fulfilled or expire.

2. GRANT FUNDS TO BE DISSEMINATED TO RECIPIENT

The total award of Grant Funds to be disseminated by the County to the Recipient, as part of this Agreement, shall not exceed a onetime distribution of **FIVE HUNDRED THOUSAND DOLLARS and NO CENTS** (\$500,000.00).

3. LIMITATIONS REGARDING THE USE OF GRANT FUNDS

The Grant Funds shall only be used for projects within Ottawa County. The Recipient shall ensure that all expenditures utilizing Grant Funds received in accordance with this Agreement shall be limited to only those eligible services and activities described in Exhibit A, and the Recipient also agrees to achieve the metrics set forth in Exhibit B. In addition to and without limiting the above, the Recipient shall ensure that all expenditures utilizing Grant Funds are expended in accordance with its application for such funds and all supporting materials which are incorporated by reference herein as Exhibit C.

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH THIS AGREEMENT

In order to ensure compliance with the standards and metrics set forth in this Agreement, the Recipient shall comply with the biannual reporting requirements set forth in Exhibit B. The Recipient shall further provide to the County's Fiscal Services Department, on a biannual basis, a comprehensive and detailed list of all such expenditures on an itemized invoice, and also any backup documentation to support such expenditures. The invoice must include a statement, signed by the Recipient, indicating that all expenditures therein comport with the guidelines of Exhibit A and exclusively to advance the metrics contained in Exhibit B, and are consistent with the representations contained in Exhibit C and as provided in Paragraph 3 above. No payment requests may be submitted to the County after December 31, 2025. Further, the reporting of performance metrics as outlined in Exhibit B shall remain in effect until December 31, 2029. The Parties may mutually agree to continue with reporting at that time.

5. DISSEMINATION OF GRANT FUNDS TO RECIPIENT

The dissemination of Grant Funds shall only occur after the execution of this Agreement and the County reviews the Recipient's request for grant disbursement. Upon receipt of the Recipient's payment request, the County shall disseminate Grant Funds for the described eligible expenditures within twenty (20) days of receipt of said payment request.

6. EVOLUTION OF GRANT FUND GUIDANCE FROM THE COUNTY

The County may request additional information from the Recipient, as needed, to meet any additional guidelines that it makes to Exhibit A, during the term of this Agreement, the right to make such unilateral changes being expressly reserved by the County.

7. TERMINATION

Without the need for prior notification, the County may terminate this Agreement immediately upon written notice to the Recipient that the County considers the Recipient to be in material breach of this Agreement, after giving the Recipient sixty (60) days to cure. The County may or may not require the Recipient to return Grant Funds paid, in its sole discretion. In the event of a termination and/or demand for repayment, the Recipient covenants that it will not sue the County or any of its officers or agents regarding the termination of this Agreement nor for any loss or damages resulting from the

termination of this Agreement. Instead, any dispute over the termination and/or repayment decision of the County will be resolved by binding arbitration conducted by the American Arbitration Association under its rules with each side bearing the costs of its own attorneys' fees and costs, the arbitrator being limited in his or her discretion to an affirmation of the County's termination decision and/or repayment decision or to reversal of the County's decisions and a restoration of the remainder of the grant, and either side having the right to confirm the arbitrator's award through a judgment in the 20th Circuit Court.

8. INDEPENDENT CONTRACTOR

Each Party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the Parties. The Recipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

9. HOLD HARMLESS AND INDEMNIFICATION

The Recipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, taxes or fees, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Recipient, its officers, directors, employees, and/or agents relating to the Recipient's performance or failure to perform under this Agreement and/or its receipt of funds hereunder. This section shall survive the expiration or termination of this Agreement.

10. COMPLIANCE WITH LAWS AND GUIDELINES

In spending the Grant Funds and operating the funded project, the Recipient shall comply with all federal, state, and local laws.

11. MAINTENANCE AND AUDIT OF RECORDS

The Recipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees. If it is determined during the course of the audit that the Recipient was reimbursed for unallowable costs under this Agreement or any statute, rule, or regulation regarding the expenditure of such funds, then the Recipient agrees to promptly reimburse the County for such payments upon request.

12. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the Party to which it is intended at its last known address, or to such person or address as either Party shall designate to the other from time to time in writing forwarded in like manner:

Recipient: Director, Lakeshore Habitat for Humanity at address above

County: Fiscal Services Director, 12220 Fillmore Street, West Olive, MI 49460

13. IMPROPER INFLUENCE

Each Party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. The Parties agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

14. CONFLICT OF INTEREST

The elected and appointed officials and employees of the Parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest as defined in MCL §15.321 *et. seq.*

15. TIME

Time is of the essence in this Agreement.

16. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

17. MERGER AND AMENDMENT

This Agreement constitutes the entire agreement between the County and the Recipient for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties with respect to this Agreement. No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the Parties and signature in a like document.

18. GOVERNING LAW

The Agreement shall be governed in all respects by the laws of the State of Michigan, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Ottawa County, Michigan pursuant to MCL §600.1615.

19. NON-WAIVER

No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.

20. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.

21. ASSIGNMENT

The Recipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.

22. NO THIRD-PARTY BENEFICIARIES AND NON-WAIVER

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This Agreement cannot be enforced by a third party, nor shall it be construed as a waiver of the County's governmental immunity.

23. CIVIL RIGHTS COMPLIANCE

With respect to the project funded herein and expenditure of Grant Funds, Recipient promises that it shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

24. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

25. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. TAXES

The Recipient shall be solely responsible for any and all local, state, or federal taxes and/or fees associated within this distribution of funds and the County shall not undertake any withholdings for such purposes.

27. AUTHORIZATION

Each Party signing below warrants to the other Party, that they have the full power and authority to execute this Agreement on behalf of the Party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below: Dated this _____ day of _____, 2024.

LAKESHORE HABITAT FOR HUMANITY

OTTAWA COUNTY, MICHIGAN

By:  _____

Dave Rozman, Its: Executive Director

By: _____

Joe Moss, Chairperson
Ottawa County Board of Commissioners

By: _____

Justin F. Roebuck, County Clerk

EXHIBIT A

Proposal:

- **Request:** \$500,000
- **Purpose/Use of Grant Funds:** To support *site development and construction costs*. Funds will be used as working capital and then reinvested back into the next housing development.
- **Critical Population:** Targets buyers making between 30% and 120% of AMI, addressing a critical gap in the housing market
- **Sustainability Model:**
 - Habitat holds the mortgages for the Habitat Homeowners or as needed, the buyer must qualify for a traditional mortgage
 - In the event a traditional mortgage is secured, Habitat holds a *residual equity mortgage* on the home. That residual mortgage covers the difference between the actual (appraised) value and what the buyer is paying.
 - Sale price set at 30% of the buyer's household income. The residual equity mortgage protects the home from being flipped and to protect affordability.
 - Homeowner mortgage durations average 24 years
 - Monthly payments made back to Habitat will be reinvested back into the community to build more affordable housing units (Historically, 80% of development costs are recouped through sales, which are reinvested into future projects)
- **Accountability and Reporting:** Habitat is committed to transparency and accountability in the use of funds. Detailed reporting metrics will be provided to Ottawa County, with reports on the use of funds, project progress, and outcomes delivered according to timeframes defined in Exhibit B.

EXHIBIT B

METRICS

The success of this grant will be measured by, at minimum, the following, of which the Recipient must report on biannually (i.e. two times per year) for the duration of the Agreement:

- (1) Number, and location, of new housing units under construction or completed that materialized as a direct result of the provided Grant Funds;
- (2) Number of residents housed, and range of AMI, as a direct result of provided Grant Funds
- (3) Percent of the total \$500,000 Grant remaining (indicator of long-term sustainability)
- (4) Other metrics as identified/requested by the County
- (5) Other metrics as deemed appropriate to share as identified by Recipient

EXHIBIT C

RECIPIENT'S PROPOSAL

[Lakeshore Habitat for Humanity and Jubilee Ministries' June 20, 2024 Proposal are incorporated herein. Any discrepancies between that Proposal and this Agreement or its Exhibits shall be resolved according to the terms of this Agreement and its Exhibits]

Proposal for Funding Support for Affordable and Attainable Housing Projects

Introduction

Ottawa County is at a critical juncture in addressing the housing needs of its residents. The demand for affordable and attainable housing has never been greater, particularly for individuals in essential roles such as first responders, medical professionals, educators, and local manufacturing employees. In response to this need, Jubilee Ministries and Lakeshore Habitat for Humanity are spearheading significant housing projects aimed at providing affordable homes for those making between 40% and 120% of the area median income (AMI). This proposal requests financial support from Ottawa County to help fund these vital projects.

Background of Jubilee Ministries and Lakeshore Habitat for Humanity

Jubilee Ministries: Celebrating its 25th anniversary this year, Jubilee Ministries has been a cornerstone of community development and support in Holland, Michigan. Jubilee owns, renovated, and operates the historic Midtown Center, formerly Holland High School. This facility houses eight nonprofit tenants, each serving the community in diverse and impactful ways. Over the years, Jubilee has undertaken substantial housing projects, including the renovation of over 20 homes in downtown Holland. They are the developers of the only small home community in West Michigan and have transitioned into new home development, with 10 homes completed and 25 more planned for the next few years.

Lakeshore Habitat for Humanity: Lakeshore Habitat for Humanity has been a pillar of affordable housing in Ottawa County. Their mission is to bring people together to build homes, communities, and hope. They have a long history of constructing affordable homes and working closely with families to ensure long-term stability and community integration. Lakeshore Habitat built 175 home homes in the last 33 years and is in the process of completing an 18 home community in the City of Holland. In the past 12 months, Lakeshore Habitat completed 16 homes, including 2–5-unit townhomes, one in Hudsonville and one in Holland Township.

Project Overview

The initial project proposed is an 11-unit townhome development located on W 20th Street between Ottawa Ave and Cleveland Ave in Holland. This project will provide for-sale townhomes, offering affordable housing options to individuals and families in crucial sectors of our community.

Jubilee Ministries Request

- Amount: \$1,000,000
- Purpose: To support site development and construction costs, ensuring that homes are affordable to buyers.
- Sales Model: Sale prices based on the buyer's salary, ensuring affordability.
- Financial Efficiency: Historically, 80% of development costs are recouped through sales, which are reinvested in future projects.
- Impact: Minimum of 16 new homes built and sold, with potential for more through additional incentives and funding.

Lakeshore Habitat for Humanity Request

- Amount: \$500,000
- Purpose: To supplement the funding needed for construction, enhancing the capacity to build affordable housing.

Impact and Benefits

Community Impact

- Critical Population: Ensures housing for essential workers, stabilizing the workforce and contributing to community resilience.
- Affordability: Targets buyers making between 30% and 120% of AMI, addressing a critical gap in the housing market.
- Sustainable Development: Recouped funds are reinvested into new projects, creating a sustainable funding model for future housing developments.

Timeline

- Site Development Start: Within a 3 months of receiving funding.
- Construction Completion: Within a year of starting the project.

Financial Sustainability

Jubilee Ministries' model of pricing homes based on the buyer's salary and reinvesting 80% of the development costs into new projects ensures that the funding requested will have a long-lasting impact. This model reduces reliance on interest-costing funding methods and maximizes the use of county funds for ongoing housing development.

Lakeshore Habitat's model of offering buyers a 0% interest loan and the payment on the home being no more than 30% of their monthly income ensures that the housing will stay affordable over time and the monthly payments are reinvested back into the community by building more affordable housing.

Accountability and Reporting

Jubilee Ministries and Lakeshore Habitat are committed to transparency and accountability in the use of funds. Detailed reporting metrics can be provided to Ottawa County, with reports on the use of funds, project progress, and outcomes delivered according to any timeframe the county deems acceptable.

Conclusion

Support from Ottawa County for these projects is not just an investment in housing; it's an investment in the future stability and prosperity of our community. By funding these initiatives, Ottawa County can help ensure that essential workers have access to affordable housing, contributing to the overall well-being and economic stability of the region.

We respectfully request Ottawa County to approve the funding requests of \$1,000,000 for Jubilee Ministries and \$500,000 for Lakeshore Habitat for Humanity. This support will enable the immediate start of the 11-unit townhome project on W 20th Street, setting the stage for ongoing affordable housing development and community enrichment.

Thank you for your consideration.



Action Request

Electronic Submission – Contract # 2509



Committee: Board of Commissioners

Meeting Date: 12/10/2024

Vendor/3rd Party: JUBILEE MINISTRIES INC

Requesting Department: DEPARTMENT OF STRATEGIC IMPACT

Submitted By: PAUL SACHS

Agenda Item: ATTAINABLE AND AFFORDABLE HOUSING - JUBILEE MINISTRIES INC

Suggested Motion:

To authorize the Board Chair and Clerk/Register to sign the partnership agreement between Ottawa County and Jubilee Ministries Inc to support site development and construction costs for housing development

Summary of Request:

These funds are designed as seed funding to provide ongoing working capital for Jubilee Ministries Inc to design, construct, and deploy more affordable homeownership opportunities in Ottawa County. The working capital funding pool will continuously replenish through home sales and/or mortgage payments so as to create a sustainable funding model for this specific purpose.

Financial Information:

Total Cost: \$1,000,000.00

General Fund Cost: \$0.00

Included in Budget: No

If not included in Budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Administration:

Recommended by County Administrator:

12/2/2024 5:56:37 PM

Committee/Governing/Advisory Board Approval Date: 12/3/2024

GRANT AGREEMENT

THIS GRANT AGREEMENT (hereinafter “Agreement”) is made between Ottawa County, a State of Michigan political subdivision (hereinafter the “County”), and Jubilee Ministries Inc., a Michigan nonprofit corporation whose address is 96 W 15th St, Holland MI 49423 (hereinafter the “Recipient”), and the County and Recipient are hereinafter a “Party” and collectively the “Parties”.

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter “ARPA”); and

WHEREAS, the County received a total of approximately \$57 million in ARPA funds that the County utilized for revenue replacement of which the resulting budgetary savings were appropriated for “Board Initiatives”; and

WHEREAS, the County’s “Board Initiatives” funding is specifically intended to support worthy projects that benefit communities throughout the County; and

WHEREAS, Article VII, Section 26 of the Michigan Constitution of 1963 states that the state and its political subdivisions are prohibited from granting public funds for private purposes except as provided by law; and

WHEREAS, the State Administration has determined that the State of Michigan (and its political subdivisions) can legally grant public funds to private organizations such as Jubilee Ministries Inc. because the construction of attainable and affordable housing is considered an economic development tool and a public benefit; and

WHEREAS, the Recipient is a Michigan nonprofit entity, and has submitted a proposal to the County for **ONE MILLION DOLLARS and NO CENTS** (\$1,000,000) in grant funds (hereinafter “Grant Funds”) to finance an Attainable and Affordable Housing Project (“Project”); and

WHEREAS, the Recipient will use the Grant Funds to capitalize a revolving fund for site development and related construction costs that will continuously replenish through ongoing home sales and mortgage paybacks; and

WHEREAS, again such affordable housing is an economic development tool and public benefit, thereby, allowing the allocation of Grant Funds to the Recipient conditioned upon the appropriate use of those provided funds; and

WHEREAS, the County and the Recipient desire to enter into this Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the terms and conditions set forth below, the Parties agree as follows:

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all Parties and remain in effect until such time as any conditions and/or limitations described in Exhibit A are fulfilled or expire.

2. GRANT FUNDS TO BE DISSEMINATED TO RECIPIENT

The total award of Grant Funds to be disseminated by the County to the Recipient, as part of this Agreement, shall not exceed a onetime distribution of **ONE MILLION DOLLARS AND NO CENTS** (\$1,000,000).

3. LIMITATIONS REGARDING THE USE OF GRANT FUNDS

The Grant Funds shall only be used for projects within Ottawa County. The Recipient shall ensure that all expenditures utilizing Grant Funds received in accordance with this Agreement shall be limited to only those eligible services and activities described in Exhibit A, and the Recipient also agrees to achieve the metrics set forth in Exhibit B. In addition to and without limiting the above, the Recipient shall ensure that all expenditures utilizing Grant Funds are expended in accordance with its application for such funds and all supporting materials which are incorporated by reference herein as Exhibit C.

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Recipient: Director, Jubilee Ministries Inc. at address above

County: Fiscal Services Director, 12220 Fillmore Street, West Olive, MI 49460

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In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

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27. AUTHORIZATION

Each Party signing below warrants to the other Party, that they have the full power and authority to execute this Agreement on behalf of the Party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below: Dated this _____ day of _____, 2024.

JUBILEE MINISTRIES, INC

OTTAWA COUNTY, MICHIGAN

By:  _____

By: _____

STEPHEN GRICE, Its: EXECUTIVE DIRECTOR

Joe Moss, Chairperson
Ottawa County Board of Commissioners

By: _____
Justin F. Roebuck, County Clerk

EXHIBIT A

Proposal:

- **Request:** \$1,000,000
- **Purpose/Use of Grant Funds:** To support *site development and construction costs*. Funds will be used as working capital and then reinvested back into the next housing development.
- **Critical Population:** Targets buyers making between 30% and 120% of AMI, addressing a critical gap in the housing market
- **Sustainability Model:**
 - Buyer must qualify for a traditional mortgage
 - Jubilee holds a *residual equity mortgage* on the home. That residual mortgage covers the difference between the actual (appraised) value and what the buyer is paying.
 - Sale price set at 30% of the buyer's household income. The residual equity mortgage protects the home from being flipped and to protect affordability.
 - That mortgage is set up to sunset at a rate of 10% per year. It is recorded as part of the sale.
 - Historically, 80% of development costs are recouped through sales, which are reinvested into future projects ultimately ensuring a long-term funding pool to construct more affordable housing units.
- **Accountability and Reporting:** Jubilee Ministries is committed to transparency and accountability in the use of funds. Detailed reporting metrics will be provided to Ottawa County, with reports on the use of funds, project progress, and outcomes delivered according to timeframes defined in Exhibit B.

EXHIBIT B

METRICS

The success of this grant will be measured by, at minimum, the following, of which the Recipient must report on biannually (i.e. two times per year) for the duration of the Agreement:

- (1) Number, and location, of new housing units under construction or completed that materialized as a direct result of the provided Grant Funds;
- (2) Number of residents housed, and range of AMI, as a direct result of provided Grant Funds
- (3) Percent of the total \$1M Grant remaining (indicator of long-term sustainability)
- (4) Other metrics as identified/requested by the County
- (5) Other metrics as deemed appropriate to share as identified by Recipient

EXHIBIT C

RECIPIENT'S PROPOSAL

[Lakeshore Habitat for Humanity and Jubilee Ministries' June 20, 2024 Proposal are incorporated herein. Any discrepancies between that Proposal and this Agreement or its Exhibits shall be resolved according to the terms of this Agreement and its Exhibits]

Proposal for Funding Support for Affordable and Attainable Housing Projects

Introduction

Ottawa County is at a critical juncture in addressing the housing needs of its residents. The demand for affordable and attainable housing has never been greater, particularly for individuals in essential roles such as first responders, medical professionals, educators, and local manufacturing employees. In response to this need, Jubilee Ministries and Lakeshore Habitat for Humanity are spearheading significant housing projects aimed at providing affordable homes for those making between 40% and 120% of the area median income (AMI). This proposal requests financial support from Ottawa County to help fund these vital projects.

Background of Jubilee Ministries and Lakeshore Habitat for Humanity

Jubilee Ministries: Celebrating its 25th anniversary this year, Jubilee Ministries has been a cornerstone of community development and support in Holland, Michigan. Jubilee owns, renovated, and operates the historic Midtown Center, formerly Holland High School. This facility houses eight nonprofit tenants, each serving the community in diverse and impactful ways. Over the years, Jubilee has undertaken substantial housing projects, including the renovation of over 20 homes in downtown Holland. They are the developers of the only small home community in West Michigan and have transitioned into new home development, with 10 homes completed and 25 more planned for the next few years.

Lakeshore Habitat for Humanity: Lakeshore Habitat for Humanity has been a pillar of affordable housing in Ottawa County. Their mission is to bring people together to build homes, communities, and hope. They have a long history of constructing affordable homes and working closely with families to ensure long-term stability and community integration. Lakeshore Habitat built 175 home homes in the last 33 years and is in the process of completing an 18 home community in the City of Holland. In the past 12 months, Lakeshore Habitat completed 16 homes, including 2–5-unit townhomes, one in Hudsonville and one in Holland Township.

Project Overview

The initial project proposed is an 11-unit townhome development located on W 20th Street between Ottawa Ave and Cleveland Ave in Holland. This project will provide for-sale townhomes, offering affordable housing options to individuals and families in crucial sectors of our community.

Jubilee Ministries Request

- Amount: \$1,000,000
- Purpose: To support site development and construction costs, ensuring that homes are affordable to buyers.
- Sales Model: Sale prices based on the buyer's salary, ensuring affordability.
- Financial Efficiency: Historically, 80% of development costs are recouped through sales, which are reinvested in future projects.
- Impact: Minimum of 16 new homes built and sold, with potential for more through additional incentives and funding.

Lakeshore Habitat for Humanity Request

- Amount: \$500,000
- Purpose: To supplement the funding needed for construction, enhancing the capacity to build affordable housing.

Impact and Benefits

Community Impact

- Critical Population: Ensures housing for essential workers, stabilizing the workforce and contributing to community resilience.
- Affordability: Targets buyers making between 30% and 120% of AMI, addressing a critical gap in the housing market.
- Sustainable Development: Recouped funds are reinvested into new projects, creating a sustainable funding model for future housing developments.

Timeline

- Site Development Start: Within a 3 months of receiving funding.
- Construction Completion: Within a year of starting the project.

Financial Sustainability

Jubilee Ministries' model of pricing homes based on the buyer's salary and reinvesting 80% of the development costs into new projects ensures that the funding requested will have a long-lasting impact. This model reduces reliance on interest-costing funding methods and maximizes the use of county funds for ongoing housing development.

Lakeshore Habitat's model of offering buyers a 0% interest loan and the payment on the home being no more than 30% of their monthly income ensures that the housing will stay affordable over time and the monthly payments are reinvested back into the community by building more affordable housing.

Accountability and Reporting

Jubilee Ministries and Lakeshore Habitat are committed to transparency and accountability in the use of funds. Detailed reporting metrics can be provided to Ottawa County, with reports on the use of funds, project progress, and outcomes delivered according to any timeframe the county deems acceptable.

Conclusion

Support from Ottawa County for these projects is not just an investment in housing; it's an investment in the future stability and prosperity of our community. By funding these initiatives, Ottawa County can help ensure that essential workers have access to affordable housing, contributing to the overall well-being and economic stability of the region.

We respectfully request Ottawa County to approve the funding requests of \$1,000,000 for Jubilee Ministries and \$500,000 for Lakeshore Habitat for Humanity. This support will enable the immediate start of the 11-unit townhome project on W 20th Street, setting the stage for ongoing affordable housing development and community enrichment.

Thank you for your consideration.



Action Request



Committee: Board of Commissioners

Meeting Date: 12/10/2024

Requesting Department: Administration

Submitted By: Benjamin Wetmore

Agenda Item: Recovery Court Board Initiatives Application

Suggested Motion:

To approve and appropriate a Board Initiatives grant in the amount of \$750,000 for the Ottawa County Recovery Court, for the purpose of continuity of service of a 20+ year proven program which meets social/human services needs.

Summary of Request:

The cost of the Recovery Court offsets the cost of incarceration in the county jail, more than paying for itself, while providing hope and a path of supported long term recovery to individuals and families in the community. Restored lives lead to productive lives and healthier families. The current total annual budget is roughly \$378,000, with a need to add an additional staff member which would bring the projected annual cost to \$501,848. Recovery Court currently serves 60-70 participants, helping approximately 100 residents (and in so doing, their families) per year.

More information can be found below in the application and attached PDF:

Financial Information:

Total Cost: \$750,000.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Board Initiatives

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:

Board Initiative Project: Application for Project Proposals



Project name: Ottawa County Recovery Court **Estimated funding request:** \$ 750,000

Type of Ottawa County Funding Priority:

- County/Courts-Led Initiative Expanding Broadband Access
 Affordable Housing Social/Human Services Need Business Stabilization Need

Please provide a brief description of the project:

Ottawa County Recovery Court is a program of the 20th Circuit Court. Established in 2005, we work with adult non-violent felony offenders with high clinical need (severe substance use diagnosis) and high criminogenic risk (most likely to fail standard probation and/or reoffend). The Recovery Court is solely funded through time-limited and competitively awarded state and federal grants.

Please select one of the following options to describe the project:

- The project is a... New initiative Continuation of an existing initiative
 Upgrade to an existing initiative Other: _____

Please select one of the following options to describe the funding request:

- Funds will be used for... Funding a program Making a one-time purchase
 A large capital construction/installation project Individual distribution (e.g., resident or business)
Other: _____

Are you leveraging other funds for this effort? Yes No

If yes, provide the source and amount of other funds.

Source: State & Federal Grants Amount: \$ \$150,000 - \$400,000 per award.

Briefly describe the timeline of the project.

Start date of expending funds: FY26 End date of expending funds: FY33

**Board Initiative Project:
Application for Project Proposals**



Please describe how this project will be sustained long-term. If the project is not intended to be sustained long-term, please describe that rationale as well:

State and federal grant funding; future general fund support.

If not awarded funding, please describe how this project will still materialize, if at all:

Recovery Court will reduce size and/or close within the next two years.

Briefly describe the target population to be served by the project:

Adult non-violent felony offenders with high clinical need (severe substance use diagnosis) and high criminogenic risk (most likely to fail standard probation and/or reoffend).

What is the estimated number of individuals and/or small businesses to be served by the project?

Number of individuals: 800+

Number of small businesses: 0

Will the project address a needed change in societal opportunity and/or eliminate disparities and gaps in opportunities for underserved and underrepresented populations?



Yes



No

If yes, please explain.

Recovery Court helps persons access substance use and mental health treatment services, provides case management services to support crisis stabilization and positive social engagement, and provides supervision (e.g., drug testing, court hearings) to reduce illicit behaviors and promote responsible decision-making.

Please describe the anticipated outcomes of the project (e.g. closing gaps in access, achieving universal levels of service, addressing critical needs):

- Access substance use and mental health treatment.
- Improvement in social functioning (pre/post) (e.g., housing, employment, education, relationship quality, reduced substance use).
- Reduce new arrests (pre/post comparison).

Board Initiative Project: Application for Project Proposals



Please provide us with your contact information.

Name: Susan Franklin/Andrew Brown

Organization: 20th Circuit Court Ottawa County Recovery Court

Type of organization: County Local unit Non-profit Private sector

Phone: 616-786-4123

Email: sfranklin@miottawa.org & apbrown@miottawa.org

If you'd like to share additional information, please include that in the space below.

We will continue to pursue grants as the primary mode for funding the recovery court. However, should grant funding be reduced or not awarded, Board Initiative Project (BIP) funding will be used as a reserve funding source until new grant funding is obtained or the recovery court is supported in part- or full through the county general fund.

For Reference: The County has previously considered or selected projects to receive funds that satisfy the following:

- The project is designed to address a known and demonstrated need
- The project addresses a needed change in societal opportunity and/ or eliminates disparities and gaps in opportunities for underserved and underrepresented populations
- The project would not otherwise materialize without a significant infusion of County dollars.
- The opportunity for the project to sustain itself long-term after the initial infusion of dollars is legitimate.
- The long-term, transformational impact of the project, including its return on investment based on verified outcome-based results, can be quantified

Ottawa County Recovery Court Board Initiatives Grant

The Board Initiatives Grant is requested by the Recovery Court for the purpose of continuation of a 20+ year program of the Ottawa County Circuit Court with proven results of improving lives and saving costs to the county. The request is for \$750K from Board Initiative funds to help cover potential upcoming funding gaps.

The Recovery Court provides hope and a path of supported long term recovery. Restored lives lead to productive lives, healthier families, and safer, stronger communities.

The Recovery Court is integrated with the work of the Prosecutor, Public Defender, Probation Officers, and is supportive of and coordinates with HHS/foster care workers when applicable. Additionally, the Recovery Court works collaboratively with Community Mental Health.

The Program

Individuals involved with Recovery Court meet every two weeks in the courtroom with Judge Feyen (soon to be Judge Dalman), for a review of their progress/status. The Recovery Court typically sees 45-55 participants at each review hearing. This range may be a bit higher or lower depending on what phase participants are in, how many new participants are starting, and number of recent graduates.

Recovery Court serves adult non-violent felony offenders with high clinical need (severe substance use diagnosis) and high criminogenic risk (most likely to fail standard probation and/or reoffend).

Recovery Court helps persons access substance use and mental health treatment services, provides case management services to support crisis stabilization and positive social engagement, and provides supervision (e.g., drug testing, court hearings) to reduce illicit behaviors and promote responsible decision-making.

The Cost

The cost of the Recovery Court offsets the cost of incarceration in the county jail, more than paying for itself, while providing hope and a path of supported long term recovery to individuals and families in the community. Restored lives lead to productive lives and healthier families.

<i>Cost Savings: Jail vs. Recovery Court (Recovery Court saves thousands of dollars per person)</i>					
	# Days Jail	Jail Cost per day 2017 \$70.60	Jail Cost per day 2024 \$92.90	Recovery Court # Participants per year	Recovery Court (participant cost per year)
Cost per day for an inmate to stay in the Ottawa County Jail:	60	\$4,236	\$5,574	100	\$3,774.20
	90	\$6,354	\$8,361	105	\$3,594.48
\$70.60 - <i>actual cost in 2017</i> (Maximus Study).	120	\$8,472	\$11,148	110	\$3,431.09
\$92.90 - <i>estimated cost in 2024</i> adjusting for year-to-year inflation at 4%.	150	\$10,590	\$13,935	115	\$3,281.91
A typical jail sentence for a defendant not entering recovery court is:	180	\$12,708	\$16,722	120	\$3,145.17
	210	\$14,826	\$19,509	125	\$3,019.36
60 days - <i>minimum</i> (at the very least).	240	\$16,944	\$22,296	130	\$2,903.23
	270	\$19,062	\$25,083		
180-330 days - <i>most common range of time served.</i>	300	\$21,180	\$27,870		
	330	\$23,298	\$30,657		
	365	\$25,769	\$33,909		

The current total annual budget is roughly \$378,000, with a need to add an additional staff member which would bring the projected annual cost to \$501,848. Recovery Court currently serves 60-70 participants, helping approximately 100 residents (and in so doing, their families) per year.

Additional staffing would increase the Recovery Court’s ability to serve the community, increase capacity to serving 85-95 participants at a given time, and allow the Recovery Court to serve up to 130 people per year. Additional staffing may also improve the ability to secure grant funding.

The Request and Future Grant Funding

The request for \$750K provides approximately 2 years of funding at current staff levels (\$754,840), and 18 months of funding with the addition of another position. The grant funding is intended to assist the Recovery Court with necessary funding during potential gaps or reduction in grants which may occur in the near future.

Recovery Court will continue to pursue grants as the primary mode for funding the recovery court. However, should grant funding be reduced or not awarded, the Recovery Court Board Initiative Grant Funding will be used as a reserve funding source until new grant funding is obtained or the Recovery Court is supported in part- or full through the county general fund.

Of note: The provided annual budget includes a pay grade adjustment for the 2 primary employees of the Recovery Court, which did not occur during the most recent pay grade study due to lack of comparable positions in the counties used in the study.

Please see additional documents from the Ottawa County Circuit Court/Recovery Court for further information.

Action Request



Committee: Board of Commissioners

Meeting Date: 12/10/2024

Requesting Department: Circuit Court

Submitted By: Zac VanOsdol

Agenda Item: Upgrade two Recovery Court positions and add a new position

Suggested Motion:

To approve the request from Circuit Court to upgrade the Adult Drug Court Coordinator to a Recovery Court Director, upgrade the Recovery Court Case Manager to a Recovery Court Senior Probation Officer, and to add a 1.0 FTE Recovery Court Probation Officer at a cost of \$132,901.

Summary of Request:

Please view the attached rationale.

1. Upgrade Adult Drug Court Coordinator (Group T, grade 10) to a Recovery Court Director (Unclassified, grade 13).
2. Upgrade Recovery Court Case Manager (Group T, grade 9) to a Recovery Court Senior Probation Officer (Group T, grade 11).
3. Add 1.0 FTE Recovery Court Probation Officer (Group T, grade 10).

Total cost: \$132,901. This motion is funded by the Board Initiative Grant appropriated in a separate motion

Financial Information:

Total Cost: \$132,901.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

This motion is funded by the Board Initiative Grant appropriated in a separate motion

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 3: Maintain and expand investments in the human resources and talent of the organization.

Administration: Recommended Not Recommended Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date:

Ottawa County Recovery Court

A few of our accomplishments over the past 20 years....

\$0 Cost / \$9 Million revenue through grant funding

Since inception, the Recovery Court has been solely grant funded. Grant funding has covered all salary, fringe benefit, and operational costs. The program has been awarded over \$9 million in grant funding. No other program in Ottawa County history has been exclusively grant funded, without county general fund assistance, for as long as the recovery court.

73% Less likely to recidivate

A 2013 study by Grand Valley State University found participants (graduated and unsuccessful) are 73% less likely to be re-arrested, three years after admission, than equivalent persons assigned to probation as usual.

25% Reduction in recidivism

The State Court Administrative Office's 2023 annual recidivism rates study show recovery court participants (graduated and unsuccessful) recidivated 25% less, three years after admission, than equivalent persons assigned to probation as usual.

64% Reduction in pre/post convictions

64% reduction in new convictions 5-years post-discharge from recovery court when compared to convictions that occurred 5-years pre-admission to recovery court. This includes both graduated and unsuccessful participants. This outcome uses data from the Recovery Court's internal records.

70% Graduation rate

70% of participants have successfully completed the recovery court.

The bottom line matters.

Recovery Court is a life changing opportunity for participants.

Recovery Court is a great deal for Ottawa County taxpayers.

Local program with a nationwide impact....

6 Years (2017-2022) – National Mentor Court

Selected for two consecutive terms (2017-2022) as 1 of 8 national mentor courts (out of 3,200 drug courts across the United States) by the U.S. Department of Justice and the National Association of Drug Court Professionals. *In this role, we provided technical assistance and mentoring to more than 50 drug courts from around the country.*

23 Conference presentations

Delivered presentations as subject matter experts on topics including: Medication Assisted Treatment, Program Evaluation, Grant Writing & Management, and Peer Recovery Coaching at national and state professional conferences to include: (1) National Association of Drug Court Professionals; (2) American Society of Addiction Medicine; (3) American Probation and Parole Association; (4) SAMHSA Grantee Conference; (5) Michigan Association of Treatment Court Professionals; (6) Michigan Substance Use Disorder Conference; and (7) Michigan Primary Care Physician's Conference.

13 Technical Assistance Projects

Served as faculty for the National Drug Court Institute participating in 9 technical assistance projects helping courts across the United States establish new drug courts and/or reorganize to align with best practice standards.

Have worked with the Substance Abuse and Mental Health Services Administration (SAMHSA) on 4 nationally broadcast training events covering Medication Assisted Treatment, Trauma Informed Care, and Peer Recovery Coaches.

Committed to professional and community development...

13 Recovery Coach Academies

Funded, organized, and hosted 13 recovery coach academies in partnership with the Connecticut Communities for Addiction Recovery (CCAR) the premier recovery coach training program in the country. *Over 220 people* in recovery (or community advocates who support addiction recovery) *have participated in this 40-hour program that results in a state recognized peer recovery coach certification.* Graduates of our academies are employed as peer recovery coaches with our Recovery Court and in every community mental health agency, hospital system, and corporate substance use disorder treatment agency's in a four county area in West Michigan.

9 Specialized training events

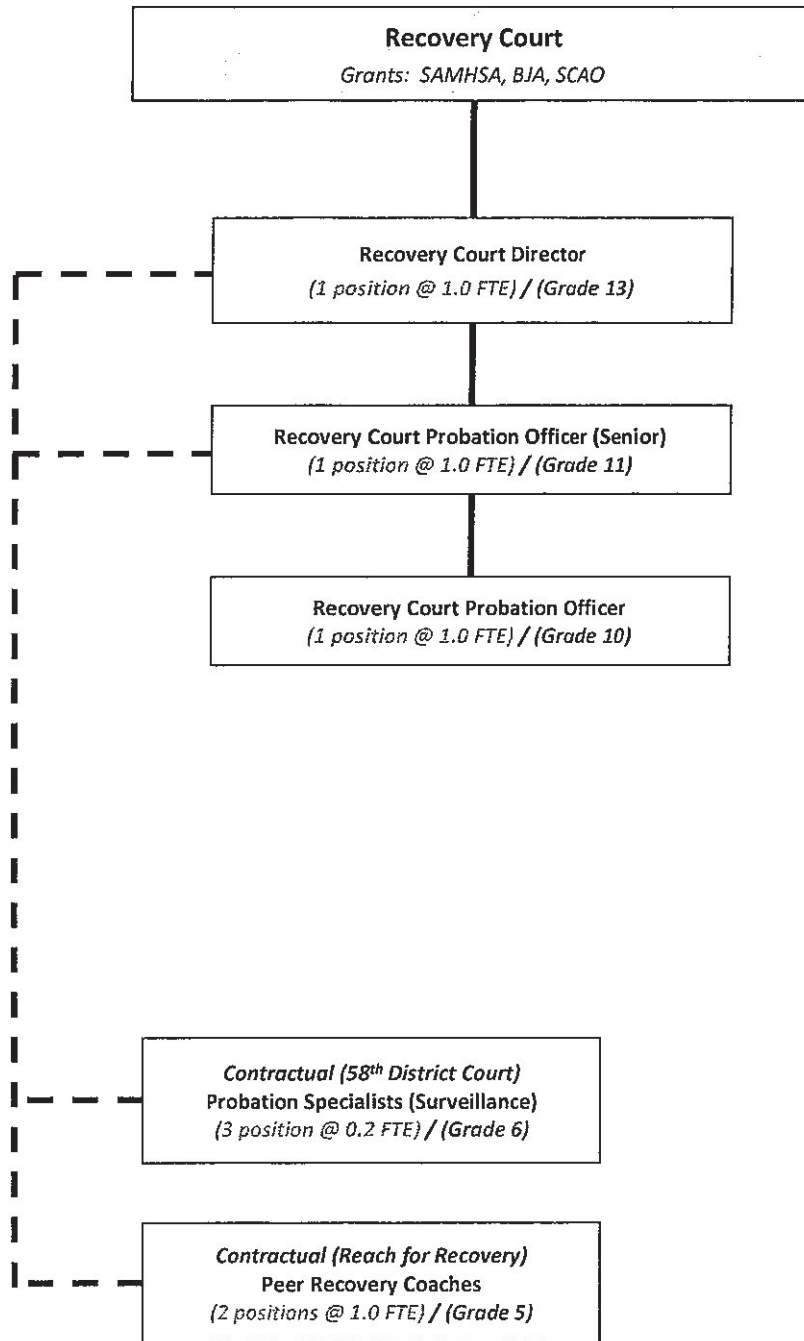
Funded, organized, and hosted 9 substance use specific trainings, *attended by more than 350 drug court professionals and substance use disorder practitioners* in the West Michigan area. Topics covered included: Motivational Interviewing, Trauma Informed Care, Risk Assessment, Case Management, Community Supervision, Clinical Assessment and Level of Care, and Dialectical Behavior Therapy.

2 Statewide Forums

Funded, organized, and hosted two statewide multi-disciplinary forums, both attended by over 150 court professionals, substance use treatment providers, and medical providers from across the state.

ORGANIZATIONAL CHART

Recovery Court



REORGANIZATION JUSTIFICATION

We are the 6th largest circuit court program in Michigan (out of 36 Circuits with recovery courts).

Rank (in size)	Court Name	County	Program Type	FY23
1	6th Circuit	Oakland	Hybrid	203
2	9th Circuit	Kalamazoo	Hybrid	192
3	7th Circuit	Genesee	Sobriety	131
4	4th Circuit	Jackson	Hybrid	124
5	36th Circuit	Van Buren	Sobriety	117
6	20th Circuit	Ottawa	Hybrid	98
7	44th Circuit	Livingston	Hybrid	88
8	34th Circuit	Crawford	Hybrid	82
9	14th Circuit	Muskegon	Hybrid	66
10	16th Circuit	Macomb	Hybrid	65

Reorganization is needed to review:

- Succession planning -- competitive posture for staff recruitment and retention.
- Grant dependent program, need to attract person with skillset for coordinator duties.
- Wage compression between Coordinator and Case Manager.
- Differing job titles (program name) between Coordinator and Case Manager position.
- Coordinator job description (Andy's position) has not been updated since 2010 (numerous requests to be reviewed have been made).
- Ability to accurately and transparently report job responsibilities to funders.
- Ensure staffing structure and ratio of staff to participants aligns with best practice standards.
- Equal and fair compensation relative to other county positions.
- Equal and fair compensation relative to other recovery courts in the state (Kalamazoo, VanBuren, Livingston – compensation is at U13 level for Director positions).

INTERNAL COMPARABLES

Organization structure follows the same hierarchy as positions within Juvenile Services, Friend of the Court, and Community Mental Health.

1. Recovery Court Director (U13)

Internal Comparables:

This new position description is directly comparable to that of other U13 positions: Legal Self-Help Director, FOC Field Services/Ops Manger, In Home Care Manager (community probation), In Home Care Manager (Program Analyst), Treatment Manager, and CMH Program Coordinators.

External Comparables:

Kalamazoo County, VanBuren County, Livingston County (duties and responsibilities are the same and compensation is equivalent to U13 and U14 Ottawa County positions).

2. Senior Recovery Court Probation Officer (U11)

Position and responsibilities are structured same as the Senior Juvenile Court Officer position. Emily's current work and responsibilities are the same as this position.

3. Recovery Court Probation Officer (U10)

Position and responsibilities are structured same as the 20CC's Juvenile Court Officer and the 58DC's Probation Officer/Substance Use Assessor.

FY25 GRANT SUMMARY

Donation	SCAO Funding	Federal Funding	
1 st Presbyterian \$3,000	MDCGP (FY25) \$152,000 <i>Fiscal Year: 10/1 to 9/30</i>	SAMHSA (FY22-26) \$500,000 <i>Fiscal Year: 10/1 to 9/30</i>	BJA (FY21-23; NCE FY24; NCE FY25) \$300,000 <i>Fiscal Year: 10/1 to 9/30</i>
Bus Passes Food/Beverage Dental Misc.	Andy (.50 FTE) Emily (.75 FTE) Drug Tests Incentive Gift Cards	Andy (.50 FTE) Recovery Coaches Treatment Services Transitional Housing Training MATCP Conference NADCP Conference	3 SO's (Holland & Grand Haven) Drug Tests MRT Risk Assessments SCRAM MATCP Conference NADCP Conference

- SCAO funding has ranged from \$120,000 to \$175,000 over the years. This covers about 30-50% of program costs.
- Federal grant proposals are competitively awarded. Award rate is typically 15-20% of applicants, however, may be higher based on available funding. *There is no guarantee of an award based on the score of the application.* Decisions to make awards include number of prior awards, geographic distribution of awards, and number of new applicants applying for funding.
- Grant strategy has been to overlap federal grant awards for contingency management.
- **There are no other state or federal grants that support drug courts. We are unable to "diversify" our revenue stream. We have had BJA grants consecutively since 2011 and SAMHSA since 2015.**

FY25 GRANT SUMMARY

County General Fund

- Fiscal year October 1 – September 30

SCAO Funding

- Fiscal year October 1 – September 30
- SCAO funding has ranged from \$120,000 to \$175,000 over the years. This covers about 30-45% of program costs.
- Funding amount is not guaranteed year-to-year and has trended downward over the past 3-years.

BJA Drug Court Enhancement Grant (FY21-23; NCE 1 FY24; NCE 2 FY25)

- Fiscal year October 1 – September 30.
- Have had this grant continuously since 2011.
- We are on 2nd No-Cost Extension. Ends September 30, 2025.
- Will request a 3rd no-cost extension, but highly unlikely will be awarded.
- Applied for a new BJA grant for FY24 and FY25, both proposals were not awarded....despite having high scores. Decision to not award is being influenced by number of prior awards.
- Will reapply for FY26. If not awarded, we cannot fund surveillance officers and need to end this service.
 - **If not awarded, we cannot fund surveillance officers and need to end this service beginning FY26 (October 1, 2025).**
 - If awarded, we cannot begin spending until January 2026 at the very earliest. Will need financial support from October 2025 thru at least January 2026 until approved to begin spending funds.


SAMHSA Treatment Drug Court Grant (FY22-26)

- Fiscal year July 30 – July 29.
- Have had this grant continuously since 2015.
- We are in Year 4 of 5. Year 4 ends July 29, 2025.
 - Year 4 of 5 ends July 29, 2025.
 - Year 5 of 5 ends July 29, 2026.
- **Grant ends 2 months *before* the end of the county's fiscal year. This gap will need to be covered with general fund.**
- Unable to shift personnel to this grant in FY26 (year 5 of 5).
 - Cannot change program goals and objectives (scope of project) or level of effort for key personnel so late in the implementation cycle.
- **Will reapply for FY27.**
 - **If awarded, depending on the fiscal year for the award, will need 2-6 months of general fund support until the approved to start the grant by SAMHSA.**

If SAMHSA not awarded, and we do not have BJA funding, we can no longer fund the recovery court. State funding is insufficient. Emily and I would both be working less than 20 hours per week.

2025 Estimated Costs per Deductions/Reclassification	Group	FTE	Wages	TOTAL COST	
Current- Adult Drug Court Coordinator U10/7	Group T	1	\$79,762.28	\$116,676.49	\$116,676.49
2025 Rate/Title Change-- Recovery Court Director	Unclassified	1	\$87,810.84	\$127,916.31	\$127,916.31
					Difference \$11,239.82
Current- Recovery Court Case Manager U9/7	Group T	0.75	\$55,908.32	\$79,755.58	\$79,755.58
2025 Rate/Title Change- - Recovery Court Probation Officer (Senior) at grade 11	Group T	0.75	\$61,541.22	\$87,425.02	\$93,009.39
					Difference \$13,253.80
Recovery Court Probation Officer at grade 10 Add 1.0 FTE	Group T				
2025 Rate/Add a 1.0--Recovery Court Probation Officer at grade 10	Group T	1	\$61,348.30	\$108,406.92	\$108,406.92
					Difference \$108,406.92
Total Cost					\$132,900.55

Action Request

 Ottawa County	Committee: Board of Commissioners
	Meeting Date: 12/10/2024
	Requesting Department: Probate Court
	Submitted By: Zac VanOsdol
	Agenda Item: Add Deputy Probate Register Position

Suggested Motion:

To approve the request from Probate Court to add 1.0 FTE Deputy Probate Register at a cost of \$80,617 and appropriate necessary funds.

Summary of Request:

Please view the attached rationale.

Add 1.0 FTE Deputy Probate register at a cost of \$80,617. This motion authorizes an appropriation from the Board Initiative Fund.

Financial Information:

Total Cost: \$80,617.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Board Initiative Fund

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.

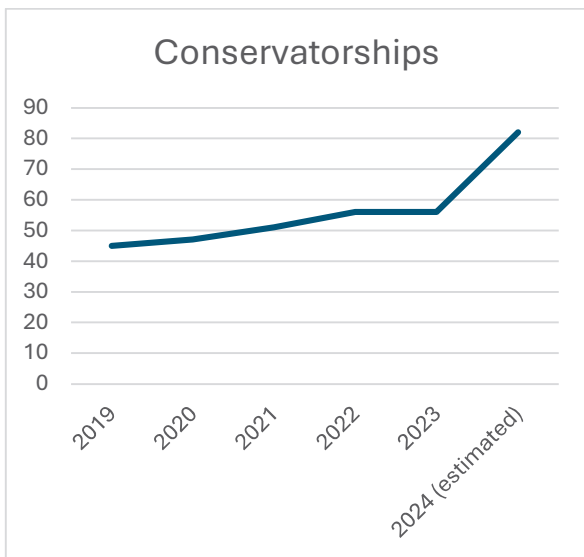
Objective: Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

Administration: Recommended Not Recommended Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date:

To meet the Probate Court’s mission of “To administer justice and restore wholeness in a manner that inspires public trust,” the Court must make this request for a new position of Deputy Probate Register. This is an additional person in an already-existing position that aids individuals filing documents in cases related to the Estates and Protected Individuals Code and the Mental Health Code. This position specifically deals with mental health commitments and conservatorships, which are cases that involve some of the most-vulnerable parts of our Ottawa County population.

The Probate Court was a pilot court in the State of Michigan for e-filing, and as a pilot court, we are set up in a manner where only attorneys are mandated to electronically file documents. Non-represented parties may file their documents by mail or in person. The number of case filings are increasing, which has led to a backlog of new filings in the e-filing system of nearly a month. This backlog has led to an unfortunate discrepancy in how cases are treated – cases filed in person by non-represented persons are accepted for filing immediately. Cases in the e-filing system, filed by attorneys, are waiting. The two charts below also show the increase in mental commitment and conservatorship cases.





COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: Probate Court DATE REQUESTED: 11/12/24

POSITION TITLE: Deputy Probate Register ORG CODE: 10124501

DATE NEEDED: ASAP

CHECK ONE: Full-Time Benefitted

Part-Time Benefitted

New Position → Number of hours per week requested: _____

Expansion of Existing Hours → From: _____ To: _____ hrs/week

Non-Benefitted, Temporary → Duration of Temporary Position: _____

New Position → Number of hours per week requested: _____

Expansion of Existing Hours - please refer to the attached schedule to make this request

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Group T

2. Pay Grade: U04

3. Does a current job description exist? Yes No

If no, please attach a one-page, proposed job description and a description of anticipated duties to this form.

4. Justification for establishing this additional position. Please explain rationale for requesting this position including background for this position, additional workload in department that needs to be covered, where is the additional funding for this position coming from, as well as the impact to the department. Please limit your response to a maximum of one page, double spaced.

The Probate Court is behind on opening new files despite salaried employees working nights

and weekends. They are about a month behind. This position would alleviate some of that backlog

as well as handling mental health and conservatorship cases, which are specialized and time-consuming.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. _____

Provide the revenue line to be amended if this position is approved: _____

Estimated salary cost (including for the budget year: _____ (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: _____ (department to request amount from H/R)



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

List all additional items associated with this position, including equipment, office modifications, vehicle costs, etc. List as follows: Item description, cost estimate, and justification for additional equipment.

We have an office with furniture available. The only needs will be a phone, laptop, dock
mouse, keyboard, printer, Adobe subscription and monitors (2), with an estimated cost of \$
required for work in electronic case files.

Additional information:

- **For all approved positions:** the costs associated with this position (revenue, salary, fringe benefits, & equipment) will be entered by Fiscal Services into your budget if the position is approved. The department will not be responsible for this portion of the budget entry.
- Please include all position information on this form and attachments (as noted above). The justification that you submit for this position request should be well thought out and articulated in a way that the committee members who may not be familiar with day to day activities of your area can understand the information you provide. **Please remember to keep the justification to a maximum of one page.**

SIGNED: _____

DATE: _____

BUDGET DATA: _____
Fiscal Services Department Use Only

CONTROL #: _____
Fiscal Services Department Use Only

2025 Estimated Costs per Deductions/Reclassification	Group	FTE	Wages	TOTAL COST	
Deputy Probate Register at grade U4/3	Group T				
2025 Rate/Add a 1.0- -Deputy Probate Register U4/1	Group T	1	\$40,805.44	\$80,616.87	\$80,616.87
					Total
					\$80,616.87

Action Request

Electronic Submission – Contract # 2508



Committee: Board of Commissioners

Meeting Date: 12/10/2024

Vendor/3rd Party: KALLMAN LEGAL GROUP, PLLC

Requesting Department: CORPORATE COUNSEL

Submitted By: JACK JORDAN

Agenda Item: SECOND AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

Suggested Motion:

To approve and authorize the Board Chairperson/Clerk to sign Kallman Legal Group, PLLC's Second Amendment to Agreement for Legal Services.

Summary of Request:

To amend Kallman Legal Group's Agreement for Legal Services with Ottawa County to reduce the term by three (3) months, thereby aligning the Agreement's end date with the dates of the County's budgetary fiscal year and reduce the amount of the contract by at least \$107,550.

Financial Information:

Total Cost: -\$107,550.00

General Fund Cost: -\$107,550.00

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:

12/2/2024 5:54:20 PM

Committee/Governing/Advisory Board Approval Date: 12/3/2024

SECOND AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

Ottawa County (“County”) and the law firm of Kallman Legal Group, PLLC (“the Firm”) previously entered into a contract for the provision of legal services effective January 1, 2023 (including a First Amendment entered into in February of 2023, collectively referred to as the “Original Agreement”). The County and the Firm shall collectively be known herein as “the Parties.” The Effective Date of this Agreement shall be the date of the signature of the Parties. If the Parties sign on different dates, then this Agreement commences and becomes effective on the latest date signed.

I. BACKGROUND

WHEREAS, the Parties hereby agree that this Second Amendment shall be a full restatement of the Original Agreement and the terms of this Second Amendment shall be considered and interpreted as the full and complete agreement between the Parties (this Second Amendment shall hereinafter be referred to as the “Agreement”);

WHEREAS, Ottawa County desires to continue to contract with Kallman Legal Group, PLLC to provide corporate counsel and litigation legal services;

II. PURPOSE

Ottawa County is a body corporate and county organized under the Constitution and laws of the State of Michigan. The Firm is a Michigan Professional Limited Liability Company employing lawyers who are fully licensed to practice law in the State of Michigan and who are in good standing with the Michigan Bar Association.

In order to fulfill its responsibilities, the County must secure what are commonly known as “corporation counsel legal services” (“Corporate Legal Services”) and “litigation legal services” (“Litigation”). The Parties recognize that one of the purposes of this Agreement is to facilitate the long-term delivery of legal services to the County for both day-to-day corporate counsel services and litigation legal services.

III. SCOPE OF SERVICES

The Firm agrees to provide Corporate Legal Services as requested and required by the County. In particular, the Firm will provide:

Corporation Counsel Legal Services:

These services include, but are not limited to, providing legal opinions to the County Board of Commissioners (“Board”) and other County departments as directed by the County Administration and the Board; regularly attending Board meetings and such other meetings of committees, boards and commissions of the County as directed by the Board and County Administrator; assisting the County in compliance with statutes, including but not limited to the Freedom of Information Act, Open Meetings Act and HIPAA and, generally, all those services commonly understood among Michigan counties to be Corporate Legal Services.

Litigation Legal Services:

These services include, but are not limited to, providing legal counsel and representation as directed by the Board Chairperson regarding litigation where the County is a Party to a lawsuit, negotiation and the

proposed resolution of claims by or against the County, and providing counsel to the County in any way related to current or future litigation. These services include, but are not limited to: Advice regarding availability of alternative means to settle disputes; review of correspondence and court documents; preparation of documents to be given to the opposing Party; administrative proceedings; legal research and analysis; negotiation of a settlement agreement settling substantive issues; preparation of preliminary or other motion documents; mediation; postmediation, presigning, agreement review; representation at hearings and Court proceedings, all services related to the trial of a case, and all post-judgment issues and appeals.

To help the Firm represent the County effectively and to reduce the costs of representation, the County agrees to: make any County official or employee available to provide sworn testimony, e.g., in a deposition, affidavit, trial, or other proceedings, at Counsel's request; inform Counsel of any new developments or information material to the matter, e.g., court notices, letters from the opposing Party or counsel, new factual developments, etc.; respond promptly to Counsel's communications, including voice message, email message, letter, etc.; acknowledge that Counsel will not engage in offensive tactics and will treat all persons involved in the legal process with courtesy and consideration; not pursue a course of action through Counsel that Counsel reasonably believes to be illegal, fraudulent, frivolous, or imprudent; and keep Counsel advised of any change of addresses or phone numbers or other important changes and answer attorney requests for information promptly.

IV. DELIVERY OF SERVICES

The Firm agrees to be bound by the codes of professional responsibility of the State Bar of Michigan with respect to the delivery of all legal services pursuant to this Agreement. To facilitate this service, Kallman Legal Group, PLLC will be appointed by the Board as "Corporation Counsel" for Ottawa County, although all its attorneys' compensation, benefits and expenses, including their professional dues will be exclusively provided by the Firm.

The County will continue to provide the Firm with two offices in the County's Fillmore Administration building, and the Firm will attempt to have an attorney present for ongoing and arising legal needs at least three days per week out of those offices. The County will also continue to provide basic secretarial and other services to the attorneys working out of those offices as has been provided for the first two years of the Original Agreement, including, but not limited to, answering phones, making copies of documents, and providing printing services and other office services and other typical access to the County's facilities.

The County shall further provide a full-time paralegal to work in conjunction with, and under the direction of, the Firm. The hiring of the paralegal shall be approved by the Firm upon common employment terms and conditions as set by the County.

V. FEES

Subject to the provisions of Section VI entitled "Costs and Expenses," the County agrees to pay the Firm and the Firm agrees to accept compensation as follows:

Corporation Counsel Legal Services:

Kallman Legal Group, PLLC's standard hourly attorney rate is currently \$400.00. However, the Firm agrees to reduce its rate to \$240.00 per hour for all Corporation Counsel Legal Services. The Parties agree that the Firm shall provide a minimum of 1,248 hours of legal services per year (approximately 24 hours each week, or three 8-hour days each week). These minimum hours shall primarily be provided by

supplying an attorney or attorneys to be present and available at the County office for the County's Corporate Legal Services as outlined above.

Litigation Legal Services:

Kallman Legal Group, PLLC's standard hourly attorney rate is currently \$400.00. However, the Firm agrees to reduce its rate to \$290.00 per hour for all Litigation Legal Services. The Chairperson of the Board shall have the authority to instruct the Firm to represent the County as necessary related to all litigation as outlined above. Neither Party will settle any case without the other's knowledge and approval. The Firm has made and will make no promises or guarantees regarding the outcome of any litigation matter.

Terms Applicable to both Corporation Counsel and Litigation Legal Services:

The Firm shall bill the County on a monthly basis for all legal services provided. The County agrees to pay the bills in the regular course of its payment of expenses, but not later than sixty (60) days after a bill is submitted. If a bill is not paid within sixty (60) days, then a monthly late fee of 1.5% of the remaining balance shall be charged and added to the amount owed. If the County fails to pay the full legal fees, costs, expenses, and late fees when they become due under the terms of this Agreement, and legal action and/or collection agency activities are necessary to collect due and owing legal fees, costs, expenses, and late fees, then the County agrees to pay the Firm all costs and attorney fees incurred in collecting the due and owing legal fees, costs, expenses, and late fees.

The Firm's monthly bills shall be submitted to the County Administrator and the Fiscal Services Department for processing and payment.

VI. COSTS AND EXPENSES

The County agrees to pay out-of-pocket costs and expenses incurred by the Firm in rendering services under this Agreement. Notwithstanding the above, the Firm will not charge for mileage to and from any of the Firm's attorneys' homes to the Fillmore Administrative complex. Other expenses shall be charged at the rate customarily charged to other clients by the Firm and documentation for all expenses shall be provided upon request.

VII. NOTIFICATION

As a general matter, communications from the County to the Firm shall be made to Kallman Legal Group, PLLC at the following address:

KALLMAN LEGAL GROUP, PLLC
5600 W. Mount Hope Hwy.
Lansing, MI 48917
517-322-3207
517-322-3208 Fax

dave@kallmanlegal.com, steve@kallmanlegal.com, jack@kallmanlegal.com, lanae@kallmanlegal.com

The County contemplates that the Administrator or his or her designee shall be responsible for coordinating the County's responsibilities under this Agreement. Communications to the Administrator can be made as follows:

OTTAWA COUNTY, MICHIGAN
CO: Ottawa County Administrator
12220 Fillmore Street
West Olive, MI 49460

VIII. TERM/WAIVER

This Agreement for Legal Services shall be effective on the date of execution and conclude on September 30, 2025, which is a reduction of three (3) months from the original term of the Original Agreement ending on January 1, 2026. The bills from the Firm for October and November of 2024 shall be submitted and paid in their usual manner. As consideration for the three-month reduction of the term, the County hereby agrees to pay a lump-sum minimum fee of \$249,408.00¹ immediately upon the execution of this Agreement. The County shall receive a credit (\$24,940.80) in its monthly bills for the minimum 24 hours per week that have been paid with the minimum fee. If the County incurs a monthly bill for legal services under this Agreement greater than the monthly credit of \$24,940.80, then the County shall pay the remaining balance of the bill pursuant to the terms of this Agreement. Under all circumstances, any payments made under this Agreement, including, but not limited to, the lump-sum minimum fee, are non-refundable.

The Parties may agree to renew this Agreement for an additional term. Notwithstanding the foregoing, either Party may terminate this Agreement only for just cause during the term of the Agreement. For purposes of this Agreement and for analyzing the conduct of the Firm, “just cause” shall only mean the gross negligence or criminal misconduct of the Firm in the performance of its duties to the County that occurs after the effective date of this Second Amendment. For purposes of this Agreement and for analyzing the conduct of the County, “just cause” shall only mean a breach of the terms of this Agreement that occurs after the effective date of this Second Amendment. Additionally, the Parties may jointly agree to terminate this Agreement at any time during its term.

The Parties and their agents, attorneys, representatives, employees, officials, and assigns, hereby release and waive any and all claims of any kind against the other Party related to, or arising from, the services provided and terms of the Original Agreement between the Parties, including, but not limited to, actions, causes of actions, suits, debts, losses, damages, claims, malpractice, demands or other liability or relief, whether in law or in equity, or before administrative agencies or departments, that occurred or existed prior to the Effective Date, and hereby agree that the terms of this Agreement shall control.

IX. PROFESSIONAL LIABILITY INSURANCE

The Firm shall continue to maintain adequate professional liability coverage and shall provide proof of said coverage upon reasonable request by the County. Notwithstanding the above, the Firm shall maintain professional liability insurance of not less than \$1 million per occurrence.

X. ACKNOWLEDGEMENT AND COUNTERPARTS

By executing this Agreement, the County representative acknowledges that it has been duly approved by the Board of Commissioners. By executing this Agreement, the Firm representative acknowledges that the Firm has fully approved the Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and these counterparts shall constitute one and the same instrument and may be sufficiently evidenced by one or the other.

¹ December 1, 2024 to September 30, 2025 is 43.3 weeks. The minimum 24 hours per week for 43.3 weeks is 1,039.2 hours. 1,039.2 hours times \$240 per hour is \$249,408.00.

XI. MERGER

This Agreement shall be interpreted under, and in a manner consistent with Michigan law, including amendments and changes from time to time. This Agreement constitutes the complete understanding between the Parties and all prior or contemporaneous understandings, oral or in writing, are merged herein. This Agreement may only be modified by the mutual consent of the Parties expressed in writing and signed in like form.

XII. PARTIAL INVALIDITY

The partial invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other part of this Agreement. In the event that any provision of this Agreement is determined to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by the Parties subsequent to the expunction of the invalid provision.

XIII. MISCELLANEOUS

Paragraph headings are for convenience only. In no event shall any such title or caption be deemed to be part of this Agreement or interpretive of any of its language or intent. Reference to the singular shall include the plural, and vice versa, when the context so suggests. No provision of this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the Agreement or any of its provisions.

The Parties agree that the proper venue regarding any dispute between the Parties relating in any way to this Agreement shall be filed and heard in the Eaton County, Michigan, Circuit Court.

The Parties further acknowledge that the obligations imposed on each of them contained in this Agreement constitute adequate and sufficient consideration to support all of the provisions of this Agreement.

KALLMAN LEGAL GROUP, PLLC

OTTAWA COUNTY

By: 
David A. Kallman

By: _____
Chairperson
Ottawa County Board of Commissioners

December 2, 2024

December ____, 2024

ATTEST

Ottawa County Clerk/Register

FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

Ottawa County ("County") and the law firm of Kallman Legal Group, PLLC ("the Firm") previously entered into a contract for the provision of legal services effective January 1, 2023. The County and the Firm shall collectively be known herein as "the Parties."

AMENDMENT

Pursuant to Article X of the Agreement, and for mutual consideration contained herein, the Parties hereby amend the Agreement as follows:


1. Article VII - TERM is hereby stricken and replaced with the following:

Article VII - TERM

"This contract shall be effective January 1, 2023, and have a three-year term ending on January 1, 2026. It may be renewed for another term of years by either party by giving the other party thirty (30) days notice before the end of the term. Notwithstanding the foregoing, either party may terminate the contract only for just cause during the term of the contract. For purposes of this Agreement, "just cause" shall mean the gross negligence or misconduct of the Firm in the performance of its duties to the County."


2. All other terms and conditions of the Agreement are unchanged and remain in full force and effect.

KALLMAN LEGAL GROUP, PLLC


By: 
David A. Kallman

February 14, 2023

OTTAWA COUNTY

By: 
Chairperson
Ottawa County Board of Commissioners

ATTEST



Ottawa County Clerk/Register

AGREEMENT FOR LEGAL SERVICES

Ottawa County ("County") and the law firm of Kallman Legal Group, PLLC ("the Firm") hereby enter into this contract for the provision of legal services. The County and the Firm shall collectively be known herein as "the Parties."

I. BACKGROUND

WHEREAS, Ottawa County desires to contract with Kallman Legal Group, PLLC to provide corporate counsel and litigation legal services;

II. PURPOSE

Ottawa County is a body corporate and county organized under the Constitution and laws of the State of Michigan. The Firm is a Michigan Professional Limited Liability Company employing lawyers who are fully licensed to practice law in the State of Michigan and who are in good standing with the Michigan Bar Association.

In order to fulfill its responsibilities, the County must secure what are commonly known as "corporation counsel legal services" ("Corporate Legal Services") and "litigation legal services" ("Litigation"). The parties recognize that one of the purposes of this Agreement is to facilitate the long-term delivery of legal services to the County for both day-to-day corporate counsel services and litigation legal services.

III. SCOPE OF SERVICES

The Firm agrees to provide Corporate Legal Services as requested and required by the County. In particular, the Firm will provide:

Corporation Counsel Legal Services:

These services include, but are not limited to, providing legal opinions to the County Board of Commissioners ("Board") and other County departments as directed by the County Administration and the Board; regularly attending Board meetings and such other meetings of committees, boards and commissions of the County as directed by the Board and County Administrator; assisting the County in compliance with statutes, including but not limited to the Freedom of Information Act, Open Meetings Act and HIPAA and, generally, all those services commonly understood among Michigan counties to be Corporate Legal Services.

Litigation Legal Services:

These services include, but are not limited to, providing legal counsel and representation as directed by the Board Chairperson regarding litigation where the County is a party to a lawsuit, negotiation and the proposed resolution of claims by or against the County, and providing counsel to the County in any way related to current or future litigation. These services include, but are not limited to: Advice regarding availability of alternative means to settle disputes; review of correspondence and court documents; preparation of documents to be given to the opposing party; administrative proceedings; legal research and analysis; negotiation of a settlement agreement settling substantive issues; preparation of preliminary or other motion documents; mediation; postmediation, presigning, agreement review; representation at hearings and Court proceedings, all services related to the trial of a case, and all post-judgment issues and appeals.

To help the Firm represent the County effectively and to reduce the costs of representation, the County agrees to: make any County official or employee available to provide sworn testimony, e.g., in a deposition, affidavit, trial, or other proceedings, at Counsel's request; inform Counsel of any new developments or information material to the matter, e.g., court notices, letters from the opposing party or counsel, new factual developments, etc.; respond promptly to Counsel's communications, including voice message, email message, letter, etc.; acknowledge that Counsel will not engage in offensive tactics and will treat all persons involved in the legal process with courtesy and consideration; not pursue a course of action through Counsel that Counsel reasonably believes to be illegal, fraudulent, frivolous, or imprudent; and keep Counsel advised of any change of addresses or phone numbers or other important changes and answer attorney requests for information promptly.

IV. DELIVERY OF SERVICES

The Firm agrees to be bound by the codes of professional responsibility of the State Bar of Michigan with respect to the delivery of all legal services pursuant to this Agreement. To facilitate this service, Kallman Legal Group, PLLC will be appointed by the Board as "Corporation Counsel" for Ottawa County, although all its attorneys' compensation, benefits and expenses, including their professional dues will be exclusively provided by the Firm.

The County will provide Kallman Legal Group, PLLC with an office in the County's Fillmore Administration building, and the Firm will attempt to have an attorney present for ongoing and arising legal needs at least three days per week out of that office. The County will also provide basic secretarial services to the attorneys working out of that office, including, but not limited to, answering phones, making copies of documents, and providing printing services and other office services.

The County shall further provide a full-time paralegal to work in conjunction with, and under the direction of, the Firm. The hiring of the paralegal shall be approved by the County Administrator and the Firm upon common employment terms and conditions as set by the County.

V. FEES

Subject to the provisions of Section VI entitled "Costs and Expenses," the County agrees to pay the Firm and the Firm agrees to accept compensation as follows:

Corporation Counsel Legal Services:

Kallman Legal Group, PLLC's standard hourly attorney rate is \$350.00. However, the Firm agrees to reduce its rate to \$225.00 per hour for all Corporation Counsel Legal Services for the first year of the agreement and \$240.00 per hour for the second year of this agreement. The parties agree that the Firm shall provide a minimum of 1,248 hours of legal services per year (approximately 24 hours each week, or three 8-hour days each week). These minimum hours shall primarily be provided by supplying an attorney to be present and available at the County office for the County's Corporate Legal Services as outlined above.

Litigation Legal Services:

Kallman Legal Group, PLLC's standard hourly attorney rate is \$350.00. However, the Firm agrees to reduce its rate to \$275.00 per hour for all Litigation Legal Services for the first year of the agreement and \$290.00 per hour for the second year of this agreement. The Chairperson of the Board shall have the authority to instruct the Firm to represent the County as necessary related to all litigation as outlined above. Neither party will settle any case without the other's knowledge and approval. The Firm has made and will make no promises or guarantees regarding the outcome of any litigation matter.

The Firm shall bill the County on a monthly basis for all legal services provided, and the County agrees to pay the bills in the regular course of its payment of expenses.

VI. COSTS AND EXPENSES

The County agrees to pay out-of-pocket expenses incurred by the Firm in rendering services under this Agreement. Notwithstanding the above, the Firm will not charge for mileage to and from any of the Firm's attorney's homes to the Fillmore complex. Other expenses shall be charged at the rate customarily charged to other clients by the Firm and documentation for all expenses shall be provided upon request.

VII. NOTIFICATION

As a general matter, communications from the County to the Firm shall be made to Kallman Legal Group, PLLC at the following address:

KALLMAN LEGAL GROUP, PLLC
5600 W. Mount Hope Hwy.
Lansing, MI 48917
517-322-3207
517-322-3208 Fax

dave@kallmanlegal.com, steve@kallmanlegal.com, jack@kallmanlegal.com

The County contemplates that the Administrator or his or her designee shall be responsible for coordinating the County's responsibilities under this Agreement. Communications to the Administrator can be made as follows:

OTTAWA COUNTY, MICHIGAN
CO: Ottawa County Administrator
12220 Fillmore Street
West Olive, MI 49460

VIII. TERM

This contract shall be effective January 1, 2023, and have a two-year term ending on January 1, 2025. It may be renewed for another term of years by either party by giving the other party thirty (30) days notice before the end of the term. Notwithstanding the foregoing, either party may terminate the contract at any time upon ninety (90) days prior written notice to the other.

IX. PROFESSIONAL LIABILITY INSURANCE

The Firm shall provide proof of adequate professional liability coverage to the County at the outset of this Agreement, and upon reasonable request at any time during its term. Notwithstanding the above, the Firm shall maintain professional liability insurance of not less than \$1 million per occurrence.

X. ACKNOWLEDGEMENT AND COUNTERPARTS

By executing this Agreement, the County representative acknowledges that it has been duly approved by the Board of Commissioners. By executing this Agreement, the Firm representative acknowledges that the Firm has fully approved the Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and

these counterparts shall constitute one and the same instrument and may be sufficiently evidenced by one or the other.

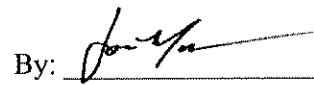
XI. MERGER

This Agreement shall be interpreted under, and in a manner consistent with Michigan law, including amendments and changes from time to time. This Agreement constitutes the complete understanding between the parties and all prior or contemporaneous understandings, oral or in writing, are merged herein. This Agreement may only be modified by the mutual consent of the parties expressed in writing and signed in like form.

KALLMAN LEGAL GROUP, PLLC

OTTAWA COUNTY

By: 
David A. Kallman

By: 
Chairperson
Ottawa County Board of Commissioners

January 23, 2023

ATTEST


Ottawa County Clerk/Register