

Gregory J. DeJong Chairperson

Roger A. Bergman Vice-Chairperson

To All Ottawa County Commissioners:

The Ottawa County Board of Commissioners will meet on **Tuesday, June 25, 2019 at 1:30 PM** for the regular June meeting of the Board at the Ottawa County Fillmore Street Complex in West Olive, Michigan.

The Agenda is as follows:

- I. Call to Order by the Chairperson
- 2. Invocation Commissioner Meppelink
- 3. Pledge of Allegiance to the Flag
- 4. Roll Call
- 5. Presentation of Petitions and Communications
- 6. Public Comments and Communications from County Staff
  - A. Resolution Honoring Lakeshore Middle School
  - B. Legislative Update, Bob DeVries, GCSI
- 7. Approval of Agenda
- 8. Actions and Reports
  - A. Consent Resolutions:

#### From the County Clerk/Register

 Board of Commissioners Meeting Minutes Suggested Motion: To approve the Minutes of the June 11, 2019 Board of Commissioners meeting and the June 11, 2019 Board of Commissioners Work Session.

Francisco C. Garcia Joseph S. Baumann Douglas R. Zylstra Allen Dannenberg Randall J. Meppelink Kyle J. Terpstra James H. Holtvluwer Philip D. Kuyers Matthew R. Fenske

#### From Administration

2. <u>Accounts Payable for June 3-14, 2019</u> Suggested Motion:

To approve the general claims in the amount of \$5,016,864.83 as presented by the summary report for June 3-14, 2019.

#### From the Finance and Administration Committee

- <u>2019 Budget Adjustments</u> Suggested Motion: To approve the 2019 budget adjustments per the attached schedule.
- B. Action Items:

#### From the Planning and Policy Committee

- I. Ottawa Sands Phase 2 Acquisition Grant Agreement
  - Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the resolution accepting the terms of the grant agreement with the Michigan Department of Natural Resources for the Ottawa Sands Phase 2 Acquisition Project.

2. <u>County Parking Lot Ordinance</u>

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the County Parking Lot Ordinance.

#### From the Finance and Administration Committee

- <u>2019 Summer Apportionment Report</u> Suggested Motion: To approve the 2019 Summer Apportionment Report.
- 4. Ottawa County Road Commission New Coopersville Area Maintenance Facility Act 143 Bond Financing

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution authorizing the issuance of not to exceed \$7,000,000 Ottawa County Road Commission Coopersville Maintenance Facility Improvement Bonds through Act 143.

5. Agreement for Property Assessment Administration Services between Ottawa County and Crockery Township

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Agreement for Property Assessment Administration Services between Ottawa County and Crockery Township.

#### 6. Update of DSX Door-Control Card-Reader System

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Agreement and accept the low bid from Knight Watch in the amount of \$82,808.63 to replace the hardware and software components to the County's existing door-control card-reader system at all County facilities.

#### 7. Three-Year Pilot Agreement with Qualtrics, LLC

#### Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the three year pilot agreement with Qualtrics, LLC for an Employee Experience 5 enterprisewide License at a cost of \$144,468.00.

8. Community Mental Health Personnel Request

Suggested Motion:

To approve the request from Community Mental Health to upgrade the 1.0 FTE Recovery Coach position from a Group T CMH-T-7 to a Group T CMH-T-9 for an additional cost of \$2,487.

- C. Appointments: None
- D. Discussion Items: None
- 9. Report of the County Administrator
- 10. General Information, Comments, and Meetings Attended
- 11. Public Comments
- 12. Adjournment

#### COUNTY OF OTTAWA STATE OF MICHIGAN Resoltuion

WHEREAS, Lakeshore Middle School in Grand Haven, Michigan has established a legacy of excellence in Science Olympiad competitions having qualified for the State of Michigan meet every year since it was established in 1997 and having competed on behalf of the State of Michigan at the national competition in 15 of those 22 years; and,

WHEREAS, this years' squad of 8th and 9th graders under head coach Melissa Jaeger, set a goal of finishing first in the state competition and of achieving a top 10 finish in the national competition; and,

WHEREAS Lakeshore won the state meet over 58 other middle schools and took medals in 17 of 23 events; and,

WHEREAS, Lakeshore finished in 10th place out of 60 teams at the National Science Olympiad tournament at Cornell University in Ithaca, New York;

NOW THEREFORE BE IT RESOLVED that the Ottawa County Board of Commissioners congratulates Lakeshore Middle School, Coach Melissa Jaeger, the supporting faculty and administration, and the students who participated in this year's Science Olympiad for meeting their lofty goals and for bringing home to Grand Haven another state title in 2019, as well as achieving a top ten finish in the national Olympiad held at Cornell University.

June 24, 2019

Gregory J. DeJong, Chairperson Ottawa County Board of Commissioners

Roger Bergman,Vice-Chair Ottawa County Board of Commissioners

Subscribed and sworn to before me this 24th day of June, 2019

Justin F. Roebuck, Ottawa County Clerk/Register

#### PROPOSED PROCEEDINGS OF THE OTTAWA COUNTY BOARD OF COMMISSIONERS JUNE SESSION – FIRST DAY

The Ottawa County Board of Commissioners met on Tuesday, June 11, 2019 at 1:30 p.m. and was called to order by the Chair.

Commissioner Fenske pronounced the invocation.

The Chief Deputy Clerk led in the Pledge of Allegiance to the Flag of the United States of America.

Present at roll call: Frank Garcia, Joseph Baumann, Douglas Zylstra, Randall Meppelink, James Holtvluwer, Gregory DeJong, Philip Kuyers, Roger Bergman, Matthew Fenske. (9)

Absent: Allen Dannenberg, Kyle Terpstra. (2)

Public Comments and Communication from County Staff

- A. Public Hearing on the Proposed 2019 Millage Rate for County Operations, E-911, Parks, Community Mental Health, and the Road Commission
- B/C 19-124 Randall Meppelink moved to open the Public Hearing at 1:33 p.m. on the Proposed 2019 millage rates for County Operations of 3.9 mills, E-911 of .4325 mills, Parks of .3261 mills, Community Mental Health of .2948 mills and the Road Commission of .4915 mills. The motion passed as shown by the following votes: Yeas: Douglas Zylstra, Matthew Fenske, Joseph Baumann, Philip Kuyers, Frank Garcia, Randall Meppelink, Roger Bergman, James Holtvluwer, Gregory DeJong. (9)
- B/C 19-125 Douglas Zylstra moved to close the Public Hearing on the Proposed 2019 millage rates for County Operations of 3.9 mills, E-911 of .4325 mills, Parks of .3261 mills, Community Mental Health of .2948 mills and the Road Commission of .4915 mills. The motion passed as shown by the following votes: Yeas: Joseph Baumann, Frank Garcia, Randall Meppelink, James Holtvluwer, Roger Bergman, Douglas Zylstra, Philip Kuyers, Matthew Fenske, Gregory DeJong. (9)
- B/C 19-126 Philip Kuyers moved to approve the agenda of today as presented. The motion passed.
- B/C 19-127 Roger Bergman moved to approve the following Consent Resolutions:
  - 1. To approve the Minutes of the May 28, 2019 Board of Commissioners meeting.
  - 2. To approve the general claims in the amount of \$4,016,998.00 as presented by the summary report for May 20-31, 2019.
  - 3. To receive for information the Corporation Counsel 2018 Annual Report.

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The motion passed as shown by the following votes: Yeas: James Holtvluwer, Douglas Zylstra, Philip Kuyers, Roger Bergman, Randall Meppelink, Joseph Baumann, Matthew Fenske, Frank Garcia, Gregory DeJong. (9)

B/C 19-128 Joseph Baumann moved to approve and authorize the Board Chair and Clerk/Register to sign the resolution and related documents approving the 2019 millage rates for County Operations of 3.9 mills, E-911 of .4325 mills, Parks of .3261 mills, Community Mental Health of .2948 mills and the Road Commission of .4915 mills. The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Roger Bergman, Douglas Zylstra, Randall Meppelink, Joseph Baumann, Matthew Fenske, Gregory DeJong. (8)

Nays: Frank Garcia. (1)

#### **Discussion Items**

- 1. West Michigan Enforcement Team (WEMET) 2018 Annual Report The 2018 West Michigan Enforcement Team (WEMET) Annual Report was presented by Andy Fias, WEMET Section Commander.
- 2. Corporation Counsel 2018 Annual Report The 2018 Ottawa County Corporation Counsel Annual Report was presented by Douglas Van Essen, Corporate Counsel.

The Administrator's report was presented.

Several Commissioners commented on meetings attended and future meetings to be held.

B/C 19-129 Matthew Fenske moved to adjourn at 2:28 p.m. subject to the call of the Chair. The motion passed.

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

#### PROPOSED PROCEEDINGS OF THE OTTAWA COUNTY BOARD OF COMMISSIONERS JUNE SESSION – WORK SESSION

The Ottawa County Board of Commissioners met on Tuesday, June 11, 2019 at 2:37 p.m. and was called to order by the Chair.

Present at roll call: Frank Garcia, Joseph Baumann, Douglas Zylstra, Randall Meppelink, James Holtvluwer, Gregory DeJong, Philip Kuyers, Roger Bergman, Matthew Fenske. (9)

Absent: Allen Dannenberg, Kyle Terpstra. (2)

#### Work Session Items

- A. CMH Millage Report A CMH Millage Report power point presentation was presented by Lynne Doyle, CMH Director, and Anna Bednarek, Program Development Coordinator.
- B/C 19-130 Matthew Fenske moved to adjourn at 2:59 p.m. subject to the call of the Chair. The motion passed.

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

## **Action Request**

	Committee:	Board of Commissioners
Ottawa County Where You Belong	Meeting Date	06/25/2019
	Requesting	Fiscal Services
	Department:	
	Submitted By	Karen Karasinski
	Agenda Item:	Accounts Payable for June 3-14, 2019

#### Suggested Motion:

To approve the general claims in the amount of \$5,016,864.83 as presented by the summary report for June 3-14, 2019.

#### Summary of Request:

**Financial Information**:

Approve vendor payments in accordance with the Ottawa County Purchasing Policy.

r manolar miormation.							
Total Cost: \$5,016,864.83 General Fund \$5,016,864.83 Cost:			Included in Budget:	✓ Yes	🗌 No	🗌 N/A	
If not included in budget, recomme	ended fundin	a source:					
Action is Related to an Activity V	Vhich Is:	✓ Mandated	Non-Mandated		New 🗌	Activity	
Action is Related to Strategic Pla	an:						
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.							
ODJECTIVE. Goal 1, Objective 1. Maintain and	improve current pre	stategies		buuget.			

Administration: County Administrator:	And Recommended	Not Recommended	Without Recommendation
Committee/Governing/Ad	visory Board Approval Date:		

## Total CHECKS | EFTs | WIRES



Dates: June 3, 2019

to June 14, 2019

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:

### \$5,016,864.83

1,415 INVOICES 5,016,864.83

6/17/19

Date

Karen Karasinski Fiscal Services Director

We hereby certify that the Board of Commissioners has approved the claims on Tuesday, June 25, 2019

Greg DeJong, Chairperson Board of Commissioners Justin Roebuck

Clerk/Register of Deeds

<b>Total CHECKS</b>	EFTs	WIRES
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Ottawa County	Dates: to	June 3, 2019 June 14, 2019	
Where You Belong,	Total of all funds:		\$5,016,864.83
0000	TREASURY FUN	D	0.00
1010	GENERAL FUNI	403,195.43	
1500	CEMETERY TRU	ST	0.00
2081	PARKS & RECREA	ΓΙΟΝ	133,811.52
2160	FRIEND OF COU	RT	6,012.52
2180	OTHER GOVERNMENTA	79,185.18	
2210	HEALTH	58,541.86	
2220	MENTAL HEALT	1,079,359.07	
2221	MENTAL HEALTH MI	116,842.79	
2225	SUBSTANCE USE DIS	ORDER	44,442.08
2271	SOLID WASTE CLEA	13,496.96	
2272	LANDFILL TIPPING	11,838.98	
2340	FARMLAND PRESER	VATION	0.00
2430	BROWNFIELD REDEVE	OPMENT	0.00
2444	INFRASTRUCTURE	FUND	0.00
2550	HOMESTEAD PROPER	RTY TAX	0.00
2560	REGISTER OF DEEDS AUTO	MATION FUND	4,972.63
2600	PUBLIC DEFENDERS	OFFICE	23,103.34
2620	FEDERAL FOREIT	URE	0.00
2602	WEMET		21,471.28
2630	SHERIFF GRANTS & CC	NTRACTS	21,022.11
2631	CONCEALED PISTOL L	CENSING	0.00
2901	DEPT OF HUMAN SE	RVICES	0.00
2920	CHILD CARE - PRC	BATE	94,712.41
2970	DB/DC CONVERS	SION	0.00

Total CHECKS   EFTs   WIRES	Total	CHECKS	EFTs	WIRES
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Ottawa County	

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Dates: June 3, 2019

to June 14, 2019

Where You Belirge	Total of all funds:	\$5,016,864.83
3010	DEBT SERVICE	0.00
4020	CAPITAL IMPROVEMENTS	32,375.78
5160	DELINQUENT TAXES	0.00
5360	LAND BANK AUTHORITY	0.00
6360	INNOVATION & TECHNOLOGY	95,758.77
6450	DUPLICATING	0.00
6550	TELECOMMUNICATIONS	25,466.49
6641	EQUIPMENT POOL	2,220.00
6770	PROTECTED SELF-FUNDED INSURANCE	11,236.63
6771	EMPLOYEE BENEFITS	64,875.19
6772	PROTECTED SELF-FUNDED UNEMPL INS.	446.55
6775	LONG-TERM DISABILITY INSURANCE	0.00
6780	OTTAWA CNTY-INSURANCE AUTHORITY	0.00
6810	DB/DC CONVERSION FUND	(192,124.18)
7010	TRUST & AGENCY	1,399,230.65
7015	TRUST & AGENCY JUVENILE COURT	397.30
7040	IMPREST PAYROLL	1,233,254.72
7210	LIBRARY PENAL FINE	0.00
7360	OPEB TRUST	0.00
8010	SPECIAL ASSESS. DRAINS	0.00
8011	DRAINS-CAPITAL PROJECTS FUND	0.00
8020	DRAINS-REVOLVING	231,718.77
8510	DRAINS-DEBT SERVICE FUND	0.00
8725	INLAND LAKE IMPROVEMENT	0.00
8800	BROWNFIELD REDEVELOPMENT AUTHORITY	0.00

## **Action Request**

	Committee:	Board of Commissioners
Ottawa County Where You Bulling	Meeting Date	: 06/25/2019
	Requesting Department:	Fiscal Services
	Submitted By	: Karen Karasinski
	Agenda Item:	2019 Budget Adjustments

#### Suggested Motion:

To approve the 2019 budget adjustments per the attached schedule.

Summary of Request:

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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:		Included in Budget:	Yes	√ No	□ N/A
If not included in budget, recomme	ended funding source:					
Action is Related to an Activity V	Vhich Is: 🗹 Manda	ated	Non-Mandated		New	Activity
Action is Related to Strategic Pla	an:					
Goal: Goal 1: To Maintain and Improve the Stron	ng 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 in	nprove bond credit ratings.					
Administration:	Recommended	Not Recom	mended	Without I	Recomme	endation
County Administrator:	J. Vanhiberg					
Committee/Governing/Advisory Board Approval Date: 06/18/2019 Finance and Administration Committee						
	V					

	Fund	Department	Explanation	F	Revenue	E	xpense
2019							
08-470	General Fund	District Court	Adjust Grant	\$	(35,121)	\$	4,000
08-848	Other Governmental Grants	DC-Sobriety Treatment Prgm	Move Employee Salary& Fringes	\$	(19,795)	\$	(19,795)
08-848	General Fund	GF-Transfer Out	GF-Transfer-Other Gov Grants			\$	(19,795)
08-848	General Fund	District Court-CC	Move Employee Salary& Fringes			\$	19,795
08-850	Other Governmental Grants	DC-MH Treatment Court	Grant Adjustment	\$	9,187	\$	9,187
08-863	General Fund	Corporate Counsel	Move budget to reflect acts			\$	8,593
08-863	General Fund	Contingency	Move budget to reflect acts			\$	(8,593)
09-206	General Fund	Transfer Sheriff Grants Cont	Adjust Budget			\$	(2)
09-206	General Fund	Contingency	Adjust Budget			\$	2
08-506	General Fund	Crime Victims' Rights	Grant Adjustment	\$	80,204	\$	80,204
09-174	Landfill Tipping	Landfill Tipping	DEQ Rural Electronics Recycling Grant	\$	35,969	\$	35,969
09-166	Public Health	PH-Food Program Grant	Addt'l United Way Contribution	\$	10,000	\$	10,000
09-328	General Fund	Facilities-GH Courthouse	Moved to Capital Projects			\$	(5,500)
09-328	General Fund	GF-Transfer-Out - Cap Imp.	Transfer to Capital Projects			\$	5,000
09-328	Capital Improvement	Facilities	Probation Area Testing	\$	5,500		
09-328	Capital Improvement	CIP Construction	Probation Area Testing			\$	5,500
09-934	Other Governmental Grants	Various	Grant Adjustment	\$	28,039	\$	28,039
08-947	Other Governmental Grants	Various	Grant Adjustment	\$	(209,683)	\$	(232,890)
09-346	General Fund	Human Resources	Adjust Budget	\$	41,500	\$	31,966
09-337	General Fund	Contingency	Transfer to CIP			\$	(45,000)
09-337	General Fund	GF-Transfer-Out - Cap Imp.	Transfer to CIP			\$	45,000
09-337	Capital Improvement	CIP Construction	General Fund Transfer-In from Contingency	\$	45,000		
09-337	Capital Improvement	Facilities	Card Reader Update			\$	45,000
09-231	General Fund	Marine	Donation-Gator from Weller	\$	6,500	\$	6,500
09-15	General Fund	Sheriff	Adjust Actual to Projected Expenses (OCIA)	\$	1,500	\$	266,372
09-15	General Fund	GF-Transfer-In OCIA	Adjust Actual to Projected Expenses (OCIA)	\$	264,872		
09-195	General Fund	Jail	Booking Fee for Training			\$	60,000

## **Action Request**

	Committee:	Board of Commissioners
Ottawa County Where You Balang	Meeting Date	: 06/25/2019
	Requesting Department:	Parks and Recreation
	Submitted By	: Misty Cunningham
	Agenda Item:	Ottawa Sands Phase 2 Acquisition Grant Agreement

#### Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the resolution accepting the terms of the grant agreement with the Michigan Department of Natural Resources for the Ottawa Sands Phase 2 Acquisition Project.

#### Summary of Request:

Ottawa County Parks has been awarded a grant from the Michigan Natural Resources Trust Fund to assist with the purchase of the second phase of the Ottawa Sands acquisition. Approval of a grant agreement with the State of Michigan is required to proceed with the land acquisition project as proposed.

See included memo for more information.

Financial Information:						
Total Cost: \$0.00	General Fund Cost: \$0.00	General Fund Cost: \$0.00			🗌 No	✓ N/A
If not included in budget, recomm	ended funding source	e:	· -			
Action is Related to an Activity V	Vhich Is: 🗌 Ma	andated 🗸	Non-Mandated		New	Activity
Action is Related to Strategic Pla	an:					
Goal: Goal 2: To Contribute to the Long-Term E	conomic, Social and Environm	ental Health of the County.				
Goal 4: To Continually Improve the Count	y's Organization and Services.					
Objective: Goal 2, Objective 3: Consider init	iatives that contribute to the en	vironmental health and sus	stainability of the Cou	nty and its' re	sidents.	
Goal 2, Objective 2: Consider initia	atives that contribute to the soc	cial health and sustainabilit	y of the County and it	s' residents.		
				_		
Administration:	Recommended	Not Recom	mended	Without I	Recomme	endation
County Administrator:	y. Vanhuberg					
Committee/Governing/Advisory B	oard Approval Date: (	06/18/2019	Planning and	Policy Comm	ittee	
	V					



## MEMORANDUM

Date: June 7, 2019

To: Ottawa County Board of Commissioners

From: Curt TerHaar, Coordinator of Park Planning and Development

RE: Ottawa Sand Phase 2 Acquisition Grant Agreement

Ottawa County Parks has been awarded a grant from the Michigan Natural Resources Trust Fund to assist with the purchase of the second phase of the Ottawa Sand acquisition. Approval of a grant agreement with the State of Michigan is required to proceed with the land acquisition project as proposed.

Ottawa County Parks responded to an unexpected opportunity in 2018 to establish a new coastal park with outstanding outdoor recreation potential. The park property, located in both the cities of Grand Haven and Ferrysburg, comprises 345 acres and includes an 80 acre inland lake and extensive Grand River frontage. The site is suitable for a wide range outdoor recreation activities including swimming, hiking, fishing, camping, etc.

Ottawa County acquired a total of 188 acres of the 345 acre site in 2018 with assistance from an initial Trust Fund grant. This second grant was also requested at that time to help acquire the remaining 157 acres from the Land Conservancy of West Michigan which stepped in and purchased the other half of the property in 2018 concurrent with the County's initial purchase. The Land Conservancy purchased the land using funds borrowed from The Conservation Fund to allow time for Ottawa County secure additional grant funding since the original owner was not willing to sell only half of the property.

The Phase 2 acquisition including closing costs is estimated to total \$5,408,400. The source of funds for the acquisition include a Trust Fund grant of \$3,817,200, donated land value by the Land Conservancy of \$1,336,100, donated funds from the Land Conservancy of \$200,000 and closing costs of up to \$64,000 paid by Ottawa County.

Proposed motion:

To approve and authorize the Board Chairperson and Clerk to sign the resolution accepting the terms of the grant agreement with the Michigan Department of Natural Resources for the Ottawa Sand Phase 2 Acquisition Project.

This request relates to a non-mandated activity and supports Goal #3 "To contribute to a healthy physical, economic and community environment," and Goal #4 "To continually improve the County's organization and services."

#### **COUNTY OF OTTAWA**

#### STATE OF MICHIGAN

#### **RESOLUTION**

# RESOLUTION APPROVING THE GRANT AGREEMENT WITH THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES FOR THE OTTAWA SANDS PHASE 2 ACQUISITION PROJECT.

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held in the Ottawa County Fillmore Street Complex, West Olive, Michigan in said County on June 25, 2019.

PRESENT:

ABSENT:

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

"RESOLVED, that the Ottawa County Board of Commissioners does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources (MDNR), and that the Board of Commissioners does hereby specifically agree, but not by way of limitation, as follows:

- 1. To appropriate all funds necessary to complete the project during the project period and to provide the sum of One Million Five Hundred Ninety-One Thousand Two Hundred (\$1,591,200) dollars in a combination of land value donated by the owner, cash match, incidental costs to match the grant authorized by the MDNR.
- 2. To maintain satisfactory financial accounts, documents, and records and to make them available to the MDNR for auditing at reasonable times.
- 3. To regulate the use of the property acquired and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
- 4. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

YEAS:

NAYS:

ABSTENTIONS:

STATE OF MICHIGAN ) ) ss COUNTY OF OTTAWA

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 June 25, 2019.

Signature

Ottawa County Clerk/Register Title

June 25, 2019 Date

RESOLUTION DECLARED ADOPTED.

Gregory J. DeJong Chairman, Ottawa County Board of Commissioners JUSTIN F. ROEBUCK Ottawa County Clerk/Register



## MICHIGAN NATURAL RESOURCES TRUST FUND LAND ACQUISITION PROJECT AGREEMENT

Project Number: <u>TF18-0161</u> Project Title: <u>Ottawa Sand - Phase 2</u>

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and <u>Ottawa County IN THE COUNTY OF Ottawa County</u> ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the acquisition of land for resource protection and public outdoor recreation under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. In PA **12 of 2019**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of this Agreement, the GRANTEE is required to sign and return it to the DEPARTMENT with the necessary attachments by **07/14/2019**.

- The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B) and Recreation Grant application bearing the number **TF18-0161** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
- The time period allowed for project completion 05/15/2019 through 05/31/2021, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
- 3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
- 4. The grant herein provided is for the acquisition by the GRANTEE of <u>157 acres of land in Fee Simple title</u> free of all liens and encumbrances, situated and being in the city/village/township of <u>City of Ferrysburg</u>, in the County of <u>Ottawa, STATE OF MICHIGAN</u> as described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B). As used in this Agreement, the words "project area" shall mean the lands acquired under this Agreement as described in this Section.
- 5. The project area shall be used for <u>water access and public outdoor recreation, as further described</u> in the GRANTEE'S proposal to the DEPARTMENT and approved by the MNRTF Board. Significant changes in the use of the project area as described in this Section require the prior written authorization of the DEPARTMENT.
- 6. In order to preserve the financial resources of the State and to prevent an unjust enrichment of a third party interim owner, if the landowner listed in the project application grants any rights in the real property to an individual or agency other than the GRANTEE, the DEPARTMENT may inspect the terms of the

conveyance as a condition to approving the GRANTEE to close.

- 7. The DEPARTMENT agrees as follows:
  - a. To grant to the GRANTEE a sum of money equal to <u>Seventy-One (71%) percent</u> as reimbursement or as payment into an escrow account for escrow closing, of the total eligible cost of acquisition of fee simple title free of all liens and encumbrances to the lands in the project area, not to exceed the sum of <u>Three Million Eight Hundred and Seventeen Thousand Two Hundred (\$3,817,200.00) dollars</u>.
  - b. To include the following in the total cost of acquisition eligible for grant funding (based on grant percentage) as provided for in Section 7(a):
    - i. Purchase price of the land, up to the fair market value, in the project area acquired by the GRANTEE during the project period as provided for in this Agreement;
    - ii. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, and environmental assessments; and
    - iii. Costs incurred and paid by the GRANTEE for appraisal(s) as provided for in Section 9(f) and approved by the DEPARTMENT.
  - c. To grant funds to the GRANTEE for eligible costs and expenses incurred, as follows:
    - Payments will be made on a reimbursement basis or to an escrow account for escrow closing for <u>Seventy-One (71%) percent</u> of the eligible expenses incurred by the GRANTEE up to 90% of the maximum amount allowable under the grant.
    - ii. Reimbursement (or payment to an escrow account for escrow closing) will be made only upon DEPARTMENT review and approval of a complete reimbursement (or escrow closing) request submitted by the GRANTEE on forms provided by the DEPARTMENT that meet all documentation requirements set forth by the DEPARTMENT. A complete reimbursement or escrow closing request must document the total cost of the acquisition and the GRANTEE's compliance with Section 8 of this Agreement and DEPARTMENT acquisition project procedures.
    - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request or completion of the escrow closing. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for final audit reimbursement.
    - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected proper signage acknowledging MNRTF assistance in compliance with Section 9(q) of this Agreement.
- 8. Closing Options:

#### a. FOR REIMBURSEMENT PROJECTS:

The GRANTEE shall be eligible for reimbursement only upon GRANTEE'S completion of all of the following:

- i. Electing to use the grant reimbursement closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Acquisition by GRANTEE of fee simple title free of all liens and encumbrances of all land in the project area.
- iii. Submission of proof of acquisition of marketable record title to the DEPARTMENT in the form of a policy of title insurance insuring the GRANTEE is possessed of marketable record title in fee simple, free of all liens and encumbrances to the land in the project area. Said policy is to insure the GRANTEE against loss or damage at least equal to the purchase price of the subject land.
- iv. Proper conveyance to the State of Michigan of all mineral interest to which the State is entitled under this Agreement as outlined in Section 9(m).
- v. Submission of a complete request for reimbursement as set forth in this Agreement.

#### b. FOR ESCROW CLOSING PROJECTS:

The GRANTEE shall be eligible for grant funding through escrow closing process only upon GRANTEE'S completion of the following:

- i. Electing to use the escrow closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Securing the services of a reputable title company who will agree to serve as the escrow closing agent.
- iii. Execution of escrow closing agreement by GRANTEE, DEPARTMENT, LANDOWNER/SELLER and title company (agent).
- iv. Provide Department and title company an approximate desired timeframe for closing.
- v. Send DEPARTMENT draft closing packet (reference Land Acquisition Escrow Closing Package Checklist) at least 60 days prior to desired closing date.
- vi. Coordinate with title company to schedule exact closing date after DEPARTMENT'S approval of draft closing documents and submit to DEPARTMENT an updated closing statement from the title company at least 10 days before desired closing date.
- vii. Submit local matching funds <u>plus 10% of the eligible grant amount</u> to title company for deposit into escrow account and provide proof of escrowed funds to the DEPARTMENT.
- 9. The GRANTEE agrees as follows:
  - a. To immediately make available all funds needed to pay all necessary costs required to complete the project and to provide <u>One Million Five Hundred and Ninety-One Thousand Two Hundred</u> (\$1,591,200.00) dollars as local match to this project. This sum represents <u>Twenty-Nine (29%)</u> <u>percent</u> of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to complete the project called for by this Agreement shall be the sole responsibility of the GRANTEE.

- b. To complete the acquisition in compliance with the acquisition project procedures set forth by the DEPARTMENT.
- c. To make no written offer or commitment to purchase lands in the project area before execution of this Agreement and before written DEPARTMENT approval as provided for in Section 9. Failure to comply with this requirement shall, at the option of the DEPARTMENT, make the cost of the property an ineligible expense under this Agreement and subject this Agreement to termination by the DEPARTMENT.
- d. To provide verification that the site is not a facility as defined by State Law, based on the results of due diligence and, if needed, an environmental assessment or if the site has been determined to be a facility, to provide documentation of due care compliance. The results of the due diligence must be accounted for in the appraisal(s).
- e. To complete a 40-year title review on the property. The results of the title review must be accounted for in the appraisal(s).
- f. To complete an appraisal of the project area in accordance with standards established by the DEPARTMENT to determine the fair market value thereof; two appraisals meeting these standards being required for properties valued at \$750,000 or more. Failure to complete the appraisal in this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement.
- g. To submit the appraisal(s) to the DEPARTMENT for approval no later than 120 days after the date of execution of this Agreement. No written offer or commitment to purchase land in the project area shall be transmitted by the GRANTEE until after approval has been given in writing by the DEPARTMENT.
- h. To perform, or to directly contract for the performance of, all appraisals, appraisal reviews, title review and closing, actual acquisition of all lands in the project area.
- i. To eliminate all pre-existing non-recreation uses of the project area within 90 days of the date of acquisition, unless otherwise approved by the DEPARTMENT in writing.
- j. To remove existing structures or make ready for an appropriate use in a reasonable time frame after completion of the acquisition.
- k. To complete acquisition of the entire project area before <u>08/31/2021</u>. Failure to acquire the project area by <u>08/31/2021</u> shall constitute a breach of this Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 23 of this Agreement.
- To provide the DEPARTMENT all documents and information as specified in Sections 8a or 8b of this Agreement. If utilizing reimbursement process, documents must be submitted within 60 days after the transaction is closed. If utilizing escrow closing process, documents must be submitted no later than 60 days prior to desired closing.

Failure to submit the required documents and information for review shall constitute a breach of this Agreement and subject the GRANTEE to remedies provided for by law and Section 22 of this Agreement. Proof of payment to seller (such as cancelled check, wire confirmation, etc.), recorded warranty deed, recorded mineral royalty deed and recorded Declaration and Notice must be submitted to the DEPARTMENT within 60 days after closing. The final 10% of eligible grant amount will be

released upon satisfactory audit review and approval by the DEPARTMENT.

- m. For parcels over 5 acres, to execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan a perpetual nonparticipating 1/6 interest in all of the rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area.
- n. To retain all rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in perpetuity.
- o. To not develop any rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in a manner that diminishes the usefulness of the project area for its intended purposes. In addition, GRANTEE agrees not to develop, or allow others to develop, any such minerals from sites adjacent to the project area in a manner that diminishes the usefulness of the project area for its intended purposes.
- p. To maintain satisfactory financial accounts, records, and documents and to make them available to the DEPARTMENT for auditing upon request. Such accounts, records, and documents shall be retained by the GRANTEE for not less than three years following submittal of the final audit reimbursement request.
- q. To erect and maintain a sign or other acknowledgement as approved by the DEPARTMENT on the property which designates this project as one having been acquired with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
- r. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
- s. To provide the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any facilities constructed thereon, and to provide the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the premises and/or any facilities provided thereon. Preferential membership or annual permit systems are prohibited at this site. Differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- t. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
- u. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of project area and/or facilities, including income and expenses and such other information the

DEPARTMENT might reasonably require.

- v. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
- w. To maintain the premises in such condition as to comply with all federal, State, and local laws which may be applicable and to make any and all payments required to pay any and all taxes, fees, or assessments legally imposed against the project area.
- x. To make the project area and any facilities located thereon and the land and water access ways to them open to the public within 90 days of the date of acquisition and to keep them open to the public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.
- y. To make the project area and any future facilities provided thereon available for public outdoor recreation in perpetuity and in accordance with uses described in this Agreement and APPENDIX C, to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.
- 10. The GRANTEE shall acquire fee simple title, free of all liens, encumbrances, or restrictions on future use to the lands in the project area. The fee simple title acquired shall not be subject to (1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or any other mineral interests.
- 11. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area.
- 12. The project area and any facilities located thereon shall not be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years, or for any other period, nor shall there be any whole or partial transfer of title, ownership, or right of ownership or control without the written approval and consent of the DEPARTMENT.
- 13. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
  - a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater fair market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.

- b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
- c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
- 14. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands affected with outdoor recreation properties of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other outdoor recreation properties of equal or greater fair market value and of reasonably equivalent useful or greater fair market value and of reasonably equivalent useful or greater fair market value and of reasonably equivalent useful or greater fair market value and of reasonably equivalent useful or greater fair market value and of reasonably equivalent useful or greater fair market value and of reasonably equivalent useful or greater fair market value and of reasonably equivalent useful or greater fair market value and of reasonably equivalent useful or greater fair market value and of reasonably equivalent useful or greater fair market value and of reasonably equivalent useful or greater fair market value and of reasonably equivalent useful or greater fair market value and of reasonably equivalent useful or greater fair market value and of reasonably equivalent useful or greater fair market value and of reasonably equivalent useful or greater fair market value and of reasonably equivalent useful or greater fair market value and of reasonably equivalent useful or greater fair market value and of reasonably equivalent useful or greater fair market value and of reasonably equivalent useful or greater fair market value and of reasonably equivalent useful or greater fair market value and of the provisions of this Agreement.

15.The GRANTEE acknowledges that:

- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE to make the property safe for public use no later than 90 days after the date of acquisition; and
- b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area, and that responsibility for actions taken to develop, operate, or maintain the project area is solely that of the GRANTEE; and
- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in acquiring same.
- d. The GRANTEE acknowledges that the DEPARTMENT is not responsible for any tax liability assessed on the property after closing by the GRANTEE. Further, the eligible amount of tax pro-rated at time of closing will be determined by the DEPARTMENT.
- 16. Before the DEPARTMENT will give written approval to make a written offer to purchase the property included in this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
  - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
  - b. If any portion of the project area is a facility, documentation that Department of Environmental Quality-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
- 17. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall

usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.

- 18. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
- 19.Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
- 20.The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general, including any appurtenant riparian rights, to and in the project area and any lands connected with or affected by this project.
- 21. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
- 22.Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
- 23.Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law and this Agreement, may:
  - a. Terminate this Agreement; and/or
  - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
  - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and the Recreation Passport Grant Program and/or
  - d. Require repayment of grant funds already paid to GRANTEE.
  - e. Seek specific performance of the Agreement terms. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money

furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final audit reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final audit reimbursement has been made shall be the specific performance of this Agreement.

24. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.

25. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

26.The Agreement may be executed separately by the parties. This Agreement is not effective until:

- a. The GRANTEE has signed it and returned it together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and
- b. The DEPARTMENT has signed it.

Required - Please choose one Acquisition Closing Option Desired:	
This project will be completed utilizing a grant reimbursement process. Grantee w purchase land and seek reimbursement after closing.	fill
This project will be completed utilizing an escrow closing process.	

### IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date

Approved by resolution (true copy atta	ached) of the,
meeting of the	date
(special or regular)	(name of approving body)
GRANTEE	
SIGNED:	
Ву	
Print Name:	
Title:	
Date:	
Grantee's Federal ID#	
38-6004883	
MICHIGAN DEPARTMENT OF NATURAL RESC	DURCES
SIGNED:	
By Dan Lord	
Title: Manager, Grants Management	

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

#### SAMPLE RESOLUTION (Acquisition)

Upon motion made by	, seconded by
	, the following Resolution was adopted:

"RESOLVED, that the \_\_\_\_\_\_, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources and that the \_\_\_\_\_\_ does hereby specifically agree, but not by way of limitation, as follows:

- 2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
- 3. To regulate the use of the property acquired and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
- 4. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

The following aye votes were recorded: \_\_\_\_\_\_ The following nay votes were recorded: \_\_\_\_\_\_

STATE OF MICHIGAN ) ) ss COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, Clerk of the \_\_\_\_\_, 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 \_\_\_\_\_\_at a meeting held

Signature

Title

Dated

## **Action Request**

	Committee:	Board of Commissioners			
	Meeting Date: 06/25/2019				
	Requesting	Corporation Counsel			
Ottawa County Where You Belong	Department:				
	Submitted By	Doug Van Essen			
	Agenda Item:	County Parking Lot Ordinance			

#### Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the County Parking Lot Ordinance.

#### Summary of Request:

Periodically, especially in Grand Haven, RV owners or others decide to use the County's parking lots for overnight camping. Additionally, in some facilities, parking areas reserved for the public are used by employees, meaning the public has to park further away. This Ordinance will enable the County to protect the use of its parking lot for county purposes and to designate and then protect areas within parking lots for public use as differentiated from employee use now, and in the future. It also provides enforcement remedies to address particular problem uses.

Financial Information:		
Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:
If not included in budget, recomme	ended funding source:	
Action is Related to an Activity V	Vhich Is: Mandated	Non-Mandated Vew Activity
Action is Related to Strategic Pla	an:	
Goal: Goal 4: To Continually Improve the County	/'s Organization and Services.	
	-	
Objective: Goal 4, Objective 2: Continue to pe	erform program evaluations and implement outcome-bas	ed performance measurement systems.
Administration:	Recommended Not Recom	mended Without Recommendation
County Administrator:		
County Administrator.	5 Vandere	
Committee/Governing/Advisory Bo	pard Approval Date: 06/18/2019	Planning and Policy Committee
	V	

#### **County Parking Lot Ordinance**

An ordinance to establish rules and regulations designed to promote the proper and effective use of parking lots owned by the County of Ottawa.

I. Authority and Purpose: MCL §46.11(j) empowers the Board of Commissioners of the County of Ottawa ("Board) to promulgate ordinances affecting county operations, and the Board has determined that it is in the best interests of the citizens of Ottawa County to adopt an ordinance governing the proper use of County-owned parking lots.

2. Title: This Ordinance may be known and cited as the "County Parking Lot Ordinance of Ottawa County, Michigan."

3. **Definitions:** Words used in the present tense shall include the future; the singular number shall include the plural; the word "shall" is mandatory; the word "may" is permissive. For purposes of this Ordinance, certain terms and words are hereby defined:

- a) "County Parking Area" means a gravel or paved parking lot at any Ottawa County park, natural area, courthouse, or county owned or leased building, which is physically marked by at least one sign indicating that it is subject to this County Parking Lot Ordinance of Ottawa County, Michigan.
- b) "Employee permit" means an identifying instrument or permit that is issued by the County, which allows a vehicle to park in the employee parking area(s).
- c) "Motor Vehicle" means any vehicle, which is self-propelled.
- d) "Overnight parking" means parking after 11 p.m. and before 6 a.m.
- e) "Owner" means a person who holds the legal title of a vehicle.
- f) "Park or Parking" means the stopping or standing of an attended or unattended motor vehicle.
- g) "Person" means every natural person, firm, co-partnership, association, or corporation.
- h) "Person involved with court activities" means any witness, observer or party who physically appears or is scheduled to appear in court. "Court activity" is defined as an activity, which requires an appearance before a judge, magistrate or court-appointed neutral party.
- i) "Person involved with county activities" means any person who is attending a county park, to conduct business with a county office during normal business

hours or a county-sponsored event or meeting.

 j) "Special permit" means an identifying instrument, placard, etc. authorized and issued by the Facilities Director to allow vehicles to park for specified durations in a county parking area.

#### 4. **Parking Restrictions:**

- a) Ottawa County employees and employees of the 20<sup>th</sup> Circuit Court, 58<sup>th</sup> District Court and Ottawa County Probate Court and/or any other funding unit of the County shall display employee parking permits in their motor vehicles if and when such employee permits are issued by the Ottawa County Facilities Director. In any event, such employees are prohibited from parking in County parking areas reserved for persons involved with court or county activities.
- b) Unless a special permit has been issued by the Ottawa County Facilities Director and is displayed in the vehicle or an employee is working on county or court business, no person shall park a vehicle overnight in any County parking area.
- c) No person shall park a motor vehicle in a designated handicapped parking space unless the motor vehicle displays a current state issued handicapped permit.
- d) No person shall park a motor vehicle in a County park that is closed.
- e) No person shall park a motor vehicle in space(s) designated as a loading zone except for the purpose of delivery or pick-up of quantities of materials. Any person who parks a motor vehicle in the designated loading zone space(s) shall be limited to thirty (30) minutes.
- f) No person shall park a motor vehicle in space(s) designated as limited time parking space for a period that exceeds the posted time.
- g) No person shall sell any food item or merchandise from any County Parking Area unless pursuant to a special permit.
- h) No person shall park in a County Parking Area unless that person is a county or court employee or is a person involved with court or county activities or pursuant to an event that is approved in a writing signed by the Ottawa County

Administrator or Ottawa County Facilities Director.

- 5. Towing and Impoundment may occur in any of the following circumstances:
  - a) The owner of a motor vehicle does not park within a clearly marked parking space.
  - b) The owner of a motor vehicle has blocked access to another parking space.
  - c) The motor vehicle is unmoved and/or unattended for over three (3) days.
  - d) The motor vehicle is blocking the entrance to a County Parking Area or is otherwise impairing the use of the County Parking Area, park, courthouse or county building.

#### 6. Enforcement and Remedies.

- a) Administration. The Ottawa County Facilities Director under the direction of the Ottawa County Administrator shall administer this Ordinance, and may request assistance from the Sheriff's Office and Prosecutor.
- b) Appearance Ticket. If the Ottawa County Sheriff or deputy determines that there is probable cause that this Ordinance has been violated, they are authorized to issue and serve an Appearance Ticket upon a person or entity violating this Ordinance. The Appearance Ticket shall direct the recipient to appear in the appropriate District Court within Ottawa County on a specified date to respond to the alleged violation.
- c) *Civil and Criminal Penalties.* Enforcement of this Ordinance may be accomplished by civil action and/or criminal prosecution, along with any other remedies provided by law. Any responsible party shall be guilty of a misdemeanor if proven to have violated the provisions of this Ordinance and may, upon conviction, be punished by imprisonment in the County jail for not more than ninety (90) days, or by fine of not more than five hundred dollars (\$500) per occurrence and the cost of prosecution, or by a fine and imprisonment at the discretion of the Court. The imposition of any sentence shall not exempt the Responsible Party from compliance with the requirements of this Ordinance nor from liability for civil penalties or other civil proceedings to enforce this Ordinance or abate the violation. Continued violation of this Ordinance is hereby declared a nuisance per se.

- d) Occurrences. Each day that a person is responsible for parking in violation of this Ordinance shall be a separate occurrence subject to a \$500 fine.
- e) Resolution. The County Administrator shall have the authority to absolve, resolve or settle any alleged infraction of this Ordinance in his or her discretion, which shall not be abused.

7. Severability and modification: The Ordinance and the various articles, sections and clauses thereof, are hereby declared to be severable. In any part, sentence, paragraph, section, clause or work is adjudged unconstitutional or invalid for any reason, by any Court of competent jurisdiction, such invalidity shall not affect the remaining portions of applications of this Ordinance, which can be given effect without the invalid portion or application, provided such remaining portions are not determined by the Court to be inoperable.

#### **History**

Enacted: June 25, 2019 Original Ordinance Number: 400.1.2 Codified: June 25, 2019 Amended: Effective: June 25, 2019

Ву: \_\_\_\_\_

Gregory J. DeJong, Chairperson Board of Commissioners

STATE OF MICHIGAN ) ) COUNTY OF OTTAWA)

I hereby certify that I am the County Clerk/Register of the County of Ottawa, State of Michigan, and that the foregoing is true and complete copy of an ordinance duly adopted by the Board of Commissioners of said County at a regular meeting held on \_\_\_\_\_\_, the original of which ordinance is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the open meetings act.

Justin F. Roebuck, County Clerk/Register

## **Action Request**

	Committee:	Board of Commissioners			
Ottawa County Where You Balang	Meeting Date: 06/25/2019				
	Requesting Department:	Equalization			
		: Misty Cunningham			
	Oublinited By	. Misty Curringham			
	Agenda Item:	2019 Summer Apportionment Report			

#### Suggested Motion:

To approve the 2019 Summer Apportionment Report.

#### Summary of Request:

Every Fall, the Equalization Department prepares an Apportionment Report to be received by the Finance and Administration Committee and then approved by the Board of Commissioners. Beginning in 2013, local units are allowed to levy winter taxes on the summer tax bill for those parcels where the winter taxes (excluding an administration fee) are \$100 or less. Four local units have met the requirements of PA 184 & PA 185 of 2012. The act requires that the County Board authorize any millages that were previously levied in the winter and will now be levied in the summer. This includes the County E-911, County Parks, County Road Improvements, Community Mental Health, Zeeland Public Schools and the Loutit Library debt millage.

Financial Information:						
Total Cost: \$0.00	General Fund Cost: \$0.00		Included in Budget:	Yes	🗌 No	✓ N/A
If not included in budget, recomme	ended funding source:					
Action is Related to an Activity V	Vhich Is: 📝 Manda	ated 🗌	Non-Mandated		New	Activity
Action is Related to Strategic Pla	an:					
Goal: Goal 1: To Maintain and Improve the Stron	ng Financial Position of the County					
Objective: Goal 1, Objective 1: Maintain and	improve current processes and imp	plement new strategies	to retain a balanced	budget.		
Administration:	Recommended	Not Recomr	mended	] Without F	Recomme	endation
County Administrator:	J. Vanhuberg					
Committee/Governing/Advisory Bo	pard Approval Date: 06/1	8/2019	Finance and A	dministration	Committee	
	v					

PA 184 & 185 of 2012 allow for the collection of winter millages on the summer tax bill where the total amount of the winter bill, excluding an administration fee, would total \$100 or less.

For this to happen:

Resolutions authorizing the summer collection were approved by the County Board of Commissioners, the local tax collecting units-which are Grand Haven City, Holland City, Hudsonville City, and Zeeland City, and the County fixed allocated millage.

Each of the four local units gave notice of the accelerated collection to all owners of property on their tax rolls.

The act requires that the county board authorize any millages that were previously levied and collected in the winter and will now be collected in the summer. The millages that are affected are the County E-911, County Parks, County Road Improvement, Community Mental Health, Zeeland Public Schools, and the Loutit Library debt mills.

We ask that this action take place after the board approves the 2019 County millages at the June 11th meeting. In your packet are draft tax rate request forms. We won't have signed forms for the county rates until the board meeting on June 11th. If something changes we will have to change the forms.

## Statement Showing Mills Apportioned by the County Board of Commissioners of the County of OTTAWA for the Year 2018

#### Pg 1 County and Local Unit

		(C) County	(D) Est. County	(E) Total County Extra Voted	(F)	(G)	(H)	(1)	(BB) Total
(A)	(B)	Allocated	Allocated / SET	Operating	Est. County EV	Total County	Est. County Debt	Total Est. County	Ren Zone
County Name	Taxable Value *	Rate / SET	Tax Dollars	Rate	Oper. Tax Dollars	Debt Rate	Tax Dollars	Tax Dollars	Taxable Value
OTTAWA COUNTY	11,856,748,939.00	3.9000	\$ 46,241,320.86	1.5449	\$ 18,317,491.44	0.0000	\$ -	\$ 64,558,812.30	23,658,35
STATE ED. TAX**	11,431,603,216.00	6.0000	\$ 68,589,619.30	0.0000		0.0000	\$ -	\$ 68,589,619.30	23,658,35
* Sections (B) and (K) Exclu	ide Renaissance Zone Ta	xable Value	Section (B) Taxable V	alue for SET also	excudes the Industrial I	Personal class of	Property		
(J)									
Local Unit Name		(L)		(N)					
Townships		Total	(M)	Total Other					aa 1945,993,9
10 B		5 (T) (T (C (C (	Est. Local	Extra Voted /					(KK)
Cities	27.29	Allocated /	Allocated /	General Law	(O)	(P)	(Q)	(R)	Total
Villages	(K)	Charter	Charter Tax	Operating	Est. Local EV / GL	Total Debt	Est. Local Debt	Total Est. Local	Ren Zone
Listed Alphabetically	Taxable Value	Rate	Dollars	Rate	Oper. Tax Dollars	Rate	Tax Dollars	Tax Dollars	Taxable Value
Alfendale			-	· _ · · ·					
Blendon		2							
Chester		.=							
Crockery									
Georgetown									
Grand Haven								1.000.000	
**Grand Haven PA 425									
*Holland					per de la del				
Jamestown				1000 March 10			20 W V M		
Olive									
Park									
Polkton	3								
Port Sheldon									
Robinson									
* Spring Lake									
Tallmadge									
Wright									a
Zeeland									
Ferrysburg									
Grand Haven									
* Holland							i Analiae alia ali	-	
Hudsonville							2 2		
* Zeeland									
* Coopersville				<u>a e</u> 1					
Spring Lake Village									

\* These units have Senior/Disabled housing properties with a frozen taxable value, taxed at a frozen rate. For purposes of estimating overall taxes, they are computed here and by the State using the normal millage rates.

## Statement Showing Mills Apportioned by the County Board of Commissioners of the County of OTTAWA for the Year 2018

2

#### Pg 2 Local K-12 School District and Local Unit

(A) Local K12 School District Name	(B) Total Taxable Value*	(C) Total NonHomestead Taxable Value*	(D) Total Commercial Personal Taxable Value*	(E) HH / Supplemental Rate	(F) Est. HH / Supplemental Tax Dollars	(G) Non Homestead Operating Rate	(H) Est. NH Operating Tax Dollars	(I) Total Debt / Sinking Fund / Bldg Site Rate	(J) Est. Debt / Sinking Fund / Bldg Site Tax Dollars	(K) Total Recreational Rate	(L) Est. Recreational Tax Dollars	(M) Total Est, Locat K12 School Tax Dollars	(BB) Total RenZone Taxable Value	Non Hornestead Comm.Pers. Operating Rate
* Sections (B), (C)and (D) Exclude Rena	aissance Zone Taxab	ite Value			8 CRA									
ALLENDALE PUBLIC SCHOOL DIST										1				
*COOPERSVILLE PUBLIC SCH DIST			(d) 30			2		20-1 - 240 MARK						
FRUITPORT COMMUNITY SCHOOLS		8			C. 6.						17 	1997 - A.		
GRAND HAVEN CITY SCHOOL DIST									2012 N					
GRANDVILLE PUBLIC SCHOOLS			10 7z		0.000									
*HOLLAND CITY SCHOOL DISTRICT						- <u>10</u> 70370	1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 -						21	
HUDSONVILLE PUBLIC SCH DIST														
JENISON PUBLIC SCHOOLS											-12 B			
KENOWA HILLS PUBLIC SCHOOLS														
KENT CITY COMMUNITY SCHOOLS														
RAVENNA PUBLIC SCHOOLS														
SPARTA AREA SCHOOLS												- 200		
*SPRING LAKE PUBLIC SCH DIST				5		c ca 12					c (a) (b)	(1993)(243)		
WEST OTTAWA PUBLIC SCH DIST						a canna								
ZEELAND PUBLIC SCHOOLS	1,490,368,952	466,703,009	18,522,100	0.0000	\$	18.0000	\$ 8,511,786.76	8.4484	\$ 12,591,233.05	0.3993	595,104.32	\$ 21,698,124.13	0	6.000

\* These units have Senior/Disabled housing properties with a frozen taxable value, taxed at a frozen rate. For purposes of estimating overall taxes, they are computed here and by the State using the normal millage rates.

# Statement Showing Mills Apportioned by the County Board of Commissioners of the County of OTTAWA for the Year 2018

1

#### Pg 3 ISD and Community College

					16080	NG 201 NG			
			(D)			(G)			
		(C)	Est.		(F)	Est. Total			(BB)
(A)		Total	Community	(E)	Est. Community	Community			Total
Community College	(B)	Operating	College Oper.	Total Debt	College Debt	College			RenZone
Name	Taxable Value	Rate	Tax Dollars	Rate	Tax Dollars	Tax Dollars	č		Taxable Value
GRAND RAPIDS CC	380,312,164.00								619,092.00
Intermediate School	Taxable Value	ISD	Est. ISD	ISD Total	Est. ISD EV	ISD Total Debt	Est. ISD Debt	Est. Total ISD	Total
KENT	380,312,164.00								619,092
MUSKEGON	130,880,553.00								0
*OTTAWA	11,344,319,322.00	100			_				23,039,265

\* These units have Senior/Disabled housing properties with a frozen taxable value, taxed at a frozen rate. For purposes of estimating overall taxes, they are computed here and by the State using the normal millage rates.

#### Statement Showing Mills Apportioned by the County Board of Commissioners

#### Pg 4 Authorities

of the County of OTTAWA for the Year 2018

1

(A) Authority (Dist. Librarles, DDAs, Transit,Metro, Fire, etc.)	(B) Taxable Value	(C) Total Operating Rate	(D) Est. Authority Oper. Tax Dollars	(E) Total Debt Rate	(F) Est. Authority Debt Tax Dollars	(G) Est. Total Authority Tax Dollars	(BB) Total RenZone Taxable Value
					<i>i</i>		
DDA - GRAND HAVEN							
DDA - HOLLAND		<u></u>		-			
DDA - HUDSONVILLE *LIBRARY - COOPERSVILLE (AKA/NE OTTAWA) DIST. *LIBRARY - HERRICK DIST							
LIBRARY - LOUTIT DIST.	2,191,957,703.00	0.9689	2,123,787.82	0.1150	252,075,14	2,375,862.96	0.00
*LIBRARY - SPRING LAKE DIST.	2,181,837,703.00	0.9009	4,123,707.02	0.1150	202,010,14	2,010,002.00	0.00
*POOL - HOLLAND OTTAWA CO.							
*TRANSIT - MACATAWA AREA EXPRESS (MAX) OTTAWA CO.							

\* These units have Senior/Disabled housing properties with a frozen taxable value, taxed at a frozen rate. For purposes of estimating overall taxes, they are computed here and by the State using the normal millage rates.

## Michigan Department of Treasury 614 (Rev. 02-19)

2019 Tax Rate Request (This form must be completed and submitted on or before September 30, 2019)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

 This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

 County(ies) Where the Local Government Unit Levies Taxes
 2019 Taxable Value of ALL Properties in the Unit as of 5-28-19

 County of Ottawa
 \$11,880,407,296

 Local Government Unit Requesting Millage Levy
 For LOCAL School Districts; 2019 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL. Sec 211.119. The following tax rates have been authorized for levy on the 2019 tax roll.

Prepared by			Telep	hone Number		Title of Preparer	1		Date		
				·							
VOTE 🖁	OVALUNITY MENTAL	3/8/16	.3000	.2963	.9952	.2948	1.0000	.2948		.2948	12/31/28
VOTE R	OAD IMPROVEMENT	11/4/14	.5000	.4939	.9952	.4915	1.0000	.4915		.4915	12/31/2
VOTE F	PARKS	8/02/16	.3300	.3277	.9952	.3261	1.0000	.3261		.3261	12/31/2
VOTE E	5-911	8/5/08	.4400	.4346	.9952	.4325	1.0000	.4325		.4325	12/31/2
ALLO C	PERATING	11/6/18	4.4400	4.4400	.9952	4.4186	1.0000	4.4186	3.9000		12/31/2
(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.		(6) 2019 Current Year "Headlee" Millage Reduction Fraction	(7) 2019 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized

Prepared by	Telephone Number	Title of Preparer	Date
Karen Karasinski	616-738-4849	Fiscal Services Director	6/11/19

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with thestate constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and for LOCAL, school districts which levy a Supplemental (Hold Hamless) Millage, 380.1211(3).

Clerk	Signature	Print Name	Date
	Justin F. Proebrech	Justin Roebuck	6/11/19
Chairperson	Signature	Print Name	Date
President	Ann l	Gregory J. DeJong	6/11/19

Local School District Use Only Complete Millage to be levied. See STC Build in Structors on completing this section	(Olfreetest)) 0(2019107-1
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

\* Under Truth in Texation, MCL Section 211.246, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

\*\* IMPORTANT: See instructions on page 2 regarding where to find the millage rate used in column (5).

ORIGINAL TO: County Clerk(s) COPY TO: Equalization Department(s) COPY TO: Each township or city clerk

L-4029

Carefully read the instructions on page 2.

Michigan Department of Treasury 614 (Rev. 02-19)

2019 Tax Rate Request (This form must be completed and submitted on or before September 30, 2019)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211,24e, 211,34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes Ottawa	2019 Taxable Value of ALL Properties in the Unit as of 5-28-19 1,540,583,814
Local Government Unit Requesting Millage Levy	For LOCAL School Districts: 2019 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties. 352,544,572

#### Zeeland Public Schools

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL. Sec 211,119. The following tax rates have been authorized for levy on the 2019 tax roll.

(12) Expiratio				(8)	(7)							
	74.45	40		Sec. 211.34 Truth	2019 Millage	(6)	(5) ** 2018 Millage	(4) Original				
Date of	(11) Millage	(10) Millage	(9) Maximum	In Assessing or	Rate Permanently	2019 Current	Rate Permanently	Millage				
	Requested to be	Requested to	Allowable	Equalization Millage Rollback	Reduced by MCL 211.34d	Year "Headlee" Millage Reduction	Reduced by MCL 211.34d	Authorized by Election		(2)		145
Authorize	Levied Dec. 1	be Levied July 1	Millage Levy *	Fraction	"Headlee"	Fraction	"Headlee"	Charter, etc.	Date of Election	Purpose of Millage		(1) Source
12/31/1	9.0000	9.0000	18.0000	N/A	18.7760	1.0000	18.7760	18.7760	5/8/2018	er-Non Home	Ор	Voted
12/31/2	0.1997	0.1996	0.3993	N/A	0.3993	0.9984	0.4000	0.4000	5/7/2013	er-Pub Rec All	Ор	Voted
12/31/2	0.4992	0.4992	0.9984	N/A	0.9984	0.9984	1.0000	1.0000	11/5/13	S-All	B8	Voted
N/A	3.7250	3,7250	7.4500	N/A	N/A	N/A	N/A	N/A	Various	bt-All	l De	Voted
	mer	00% Sum	eeland - 1	City of Z						,		
		00% Winte					5/10, 2/15	01, 6/04,	99, 6/0	4/94, 6/		
<u>_</u>	0% winter	summer/50	os - 50%	Townshi								
		Date dll 00			Title of Preparer		hone Number	Telep	· · · · ·	,	l by	Prepared b
	19	June 17, 20		of Finance	Director of		6-748-3006	61		Kampen	Van	Lynn
-	er 0% winter 119	00% Winte summer/50	olland - 1 os - 50%	City of H Township of Finance	and the second s		6-748-3006	Telep 61		Kampen	Van	

reduced, if necessary to comply with thestate constitution (Article 9, Section 31), and that the requested levy rates have also been reduced. If necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

Clerk	Signature Ainda C. Bush	Print Name Linda Bush	Date June 17, 201	Rates to be Levied (HH/Supp and NH Oper ONLY) For Principal Residence, Qualifie Ag, Qualified Forest and Industria
Chairperson	Signature Luli Der	Print Name Rick Dernberger	Date June 17, 201	Personal For Commercial Personal

\* Under Truth in Taxation, MCL Section 211.24e, The governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

\*\* IMPORTANT: See instructions on page 2 regarding where to find the millage rate used in column (5).

ORIGINAL TO: County Clerk(s) L-4029 COPY TO: Equalization Department(s) COPY TO: Each township or city clerk

**Total School District Operating** 

For all Other

Rate

6.0000

18.0000

0

Carefully read the instructions on page 2.

## Michigan Department of Treasury 614 (Rev. 02-19)

ORIGINAL TO: County Clerk(s) L-4029 COPY TO: Equalization Department(s) COPY TO: Each township or city clerk

2019 Tax Rate Request (This form must be completed and submitted on or before September 30, 2019) MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211,24e, 211,34 and 211,34d, Filing is mandatory; Penally applies.

County(les) Where the Local Government Unit Levies Taxes	2019 Taxable Value of ALL Properties in the Unit as of 5-28-19
Ottawa County	2,191,957,703
Local Government Unit Requesting Millage Levy	For LOCAL School Districts: 2019 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

Loutit District Library

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filling is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2019 tax roll.

(1) Source To be	(2) Purpose of Millage e levied in th	Date of Election	Charter, etc.	211.34d "Headlee"	(6) 2019 Current Year "Headlee" Millage Reduction Fraction rsburg, and Por	(7) 2019 Millage Rate Permanantiy Reduced by MCL 211.34d "Headlee" t Sheldon Town	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction Ship:	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levled July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Miliage Authorized
VOTE	OPERATING	4/18/00	1.000	0.9689	1.000	0.9689	1.000	0.9689	0.9689		NONE
To be	e levied in Gr	and Hav	en Townshi	i p and Robinsor	Township:						
VOTE	OPERATING	4/18/00	1.000	0.9689	1.000	0.9689	1.000	0.9689		0.9689	NONE
	5 N										
VOTE	DEBT	5/8/2007	NA	NA	NA	NA	1.000	NA		0.1150	12/31/26
						r					
*				<u> </u>							
Prepared by John Mai	rtin			hone Number 6.850.6912		Tite of Prepare Library D			Date 6/4/2019		

**CERTIFICATION:** As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with thestate constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

Clerk	Signature	Print Name	Date
Secretary	Mary Jone, Better	Mary Jane Belter	6/4/2019
Chairperson	Signature March O	Print Name David De Young	Date 6/4/2019

6/4/2019	
Local School Diatrict Les Only, Complet millage to be levied See STC Bulletins instructions on completing inic section	e if réquesting of 2018 for
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Olher	

\* Under Truth in Taxeton, MCL Section 21.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

\*\* IMPORTANT: See instructions on page 2 regarding where to find the millage rate used in column (5).

Carefully read the instructions on page 2.

## **Action Request**

	Committee:	Board of Commissioners
	Meeting Date	: 06/25/2019
	Requesting Department:	Ottawa County Road Commission
	Submitted By	: Misty Cunningham
Ottawa County Where You Belong	Agenda Item:	Ottawa County Road Commission - New Coopersville Area Maintenance Facility Act 143 Bond Financing

#### Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution authorizing the issuance of not to exceed \$7,000,000 Ottawa County Road Commission Coopersville Maintenance Facility Improvement Bonds through Act 143.

#### Summary of Request:

See memo for more information.

Financial Information:								
Total Cost: \$10,000,000.00	General Fund Cost: \$0.00	Included in Budget:	Yes	🗌 No	✓ N/A			
If not included in budget, recommended funding source:								
Road Commission Budget								
Action is Related to an Activity W	Vhich Is: Mandated	Non-Mandated		New	Activity			
Action is Related to Strategic Pla	an:							
Goal: Goal 4: To Continually Improve the County	/'s Organization and Services.							
Objective: Goal 4, Objective 4: Examine oppo	ortunities for increased cooperation and collaboration with	local government an	d other partne	ers.				
Administration: County Administrator:	Recommended Not Recomm	nended	]Without F	Recomme	endation			
Committee/Governing/Advisory Bo	pard Approval Date: 06/18/2019	Finance and A	dministration	Committee				



Ottawa County Road Commission 14110 Lakeshore Drive Grand Haven, Michigan 49417 (616) 842-5400 info@ottawacorc.com

## **MEMORANDUM**

To: Ottawa County Board of Commissioners

From: Brett A. Laughlin, P.E., Managing Director

Date: June 5, 2019

Re: Ottawa County Road Commission – New Coopersville Area Maintenance Facility Act 143 Bond Financing

In 2012, an independent study was performed to evaluate the Ottawa County Road Commission's existing maintenance buildings and property located at 526 Cleveland Street in Coopersville. The maintenance building was constructed in 1957 with two additions in 1962 and 1974. It was determined that the existing structure was outdated and undersized to meet Road Commission needs. Significant efficiency gains would be realized with a larger complex.

With limitations due to the existing property size and proximity to a floodplain, the Road Commission purchased 25 acres of land off of 68th Avenue in 2013 to accommodate a future more efficient Coopersville Area Maintenance Facility. In 2017, a 12,000 square foot salt storage building was constructed on the site and has been utilized for winter maintenance operations. Later this year, the construction of the remainder of the maintenance complex will commence, and we are requesting action from the Board of County Commissioners for financing of the project.

The cost for the Coopersville Area Maintenance Facility has been estimated at \$10,000,000. The Road Commission will contribute from saved facility fund revenues so the entire amount will not have to be financed. Michigan Transportation Fund Notes through Act 143 will finance the project at an estimated interest rate of 2.4%. Ottawa County will <u>not</u> have to pledge any full faith and credit as the Road Commission's Michigan Transportation Fund (MTF) revenues will guarantee the bond. Countywide road millage funds will <u>not</u> be utilized for any portion of the project.

Enclosed, please find the Resolution to Authorize the Issuance of Not to Exceed \$7,000,000 Ottawa County Road Commission Coopersville Maintenance Facility Improvement Bonds through Act 143. It is requested that this bond resolution be presented at the June 18, 2019 meeting of the Finance and Administration Committee, and at the June 25, 2019 meeting of the Board of Commissioners.

Please let me know if you have any questions or require any additional information. Thank you for your consideration of this matter.

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

Mr. Chairperson, Ladies, and Gentlemen:

I offer the following resolution:

WHEREAS, Act 143 of the Public Acts of Michigan, 1943, as amended, ("Act 143") authorizes the Board of County Road Commissioners of the County of Ottawa to borrow for certain purposes and issue its notes in anticipation of and to pledge for the payment thereof future revenues derived from state-collected taxes returned to the County for county road purposes, the maximum amount which may be borrowed to be previously authorized by the Board of Commissioners of the County; and

WHEREAS, the Board of County Road Commissioners of the County has notified the Board of Commissioners of the County of the need for such a borrowing for such purposes; and

WHEREAS, it is hereby determined to be necessary and advisable that such a borrowing and the issuance of notes be undertaken, in accordance with Act 143, and as provided herein; and

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

1. The Board of County Road Commissioners of the County be and is hereby authorized to borrow pursuant to the provisions of Act 143 such sums of money, the total of which shall not exceed the amount of Seven Million Dollars (\$7,000,000).

2. The Board of County Road Commissioners of the County is authorized to borrow not to exceed the above-stated sum for any of the purposes or any combination of the purposes authorized by Act 143.

YEAS:			
NAYS:			
ABSENT:			

#### RESOLUTION DECLARED ADOPTED.

By:

Gregory J. DeJong, Chairperson Board of Commissioners

By: Justin F. Roebuck, County Clerk/Register

STATE OF MICHIGAN ) ) COUNTY OF OTTAWA)

I hereby certify that I am the County Clerk/Register of the County of Ottawa, State of Michigan, and that the foregoing is true and complete copy of a resolution duly adopted by the Board of Commissioners of said County at a regular meeting held on June 25, 2018, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the open meetings act.

Justin F. Roebuck, County Clerk/Register

BLOOMFIELD 9232-199 2383893v1

## **Action Request**

Board of Commissioners
: 06/25/2019
Equalization Department
/: John Shay
Agreement for Property Assessment Administration Services between Ottawa County and Crockery Township

#### Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Agreement for Property Assessment Administration Services between Ottawa County and Crockery Township.

#### Summary of Request:

The County's Equalization Department has been providing assessing services to Crockery Township since 2014. The agreement would renew the existing assessing agreement for an additional three years (July 1, 2019 - June 30, 2022). Crockery Township would pay the County as follows:

July 1, 2019 - June 30, 2020: \$59,000 July 1, 2020 - June 30, 2021: \$62,000 July 1, 2021 - June 30, 2022: \$65,600 Total over three years: \$186,600

The revenue received from Crockery Township would cover the County's costs to provide this service. This agreement, which Crockery Township has already approved, represents the County's continuing efforts to increase its collaboration with local units of government to provide services in a cost-effective manner.

Financial Information:				
Total Cost: \$0.00	General Fund Cost: \$0.00	Includ Budge		□ No ☑ N/A
If not included in budget, recomme	ended funding source:	<u>.</u>	·	• •
Action is Related to an Activity V	Vhich Is: Mandated	🖌 Non-Ma	andated	New Activity
Action is Related to Strategic Pla	an:			
Goal: Goal 4: To Continually Improve the County	y's Organization and Services.			
Objective: Goal 4, Objective 1: Conduct activ				
Goal 4, Objective 4: Examine oppo	ortunities for increased cooperation and collab	oration with local gov	ernment and other partn	ers.
			<b>—</b> ———————————————————————————————————	
Administration:		Recommended	Without	Recommendation
County Administrator:	J. Vanhuberg			
Committee/Governing/Advisory Bo	pard Approval Date: 06/18/2019	Fin	ance and Administratior	Committee
	V			

#### AGREEMENT FOR PROPERTY ASSESSMENT ADMINISTRATION SERVICES

This Agreement is made as of \_\_\_\_\_\_, 2019, by Crockery Township, a Michigan municipal corporation, 17431 112<sup>th</sup> Avenue, P.O. Box 186, Nunica, MI 49448 ("Township") and the County of Ottawa, a Michigan municipal corporation, 12220 Fillmore St., West Olive, MI 49460 ("Ottawa County"):

- A. The Township, pursuant to the Michigan General Property Tax Act, MCL 211.1 *et seq.* has the power and is required to perform real and personal property tax appraisals and assessments for all non-exempt real and personal property located within the geographic boundaries of the Township for the purpose of levying state and local property taxes.
- B. Section 34(3) of the Michigan General Property Tax Act, MCL 211.34(3), provides that a county board of commissioners, through its equalization department, may furnish assistance to local assessing officers in the performance of certain of these legally mandated municipal property appraisal and assessment responsibilities.
- C. The State of Michigan encourages cooperation and service sharing between local government units like the Township and Ottawa County, and considers such cooperation and service sharing in its decisions about distribution of the State of Michigan revenue sharing funds.
- D. The Township has requested that Ottawa County's Equalization Department provide assistance in performing the property assessment administration services (as described and defined in this Agreement) and has agreed to reimburse Ottawa County for these services as provided for in this Agreement.
- E. Ottawa County is willing to assist the Township by providing the requested property assessment administration services under the terms and conditions of this Agreement.

NOW, THEREFORE in consideration of the mutual promises and representations, set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Township and Ottawa County agree as follows:

1. <u>General Agreement</u>: Ottawa County agrees to provide a property assessment administration program for the Township. The program will be administered by the Ottawa County Equalization Director, or designated representative, who will list, approve, and maintain a complete set of records of all real and personal property subject to ad valorem taxation, specific taxes, in lieu-of-tax agreements, and exempt properties within the corporate limits of the Township. Ottawa County agrees to perform the following services through its employees, and provide the materials set forth herein:

- A. <u>Scope of Service</u> To classify and appraise accurately, according to the constitution and laws of the State of Michigan, each parcel of real property, which lies within the corporate boundaries of the Township, and to process accurately all assessable personal property that is in the Township, and use the methods prescribed by the Michigan State Tax Commission. Approximately twenty percent (20%) of the parcels in the Township will be inspected and reviewed each year, so that each parcel in the Township is inspected and reviewed approximately once every five (5) years. The Equalization Department will provide an assessment roll as required. The final factor will be determined by the action of the Township's Board of Review, the Ottawa County Equalization Department, and the process of state equalization, as determined by the State Tax Commission.
- B. Qualified Staff All Ottawa County employees engaged in the performance of this Agreement shall be professional in manner and appearance, and be trained and qualified in property appraisal techniques. The assessment roll will be certified by the County Equalization Director, a Michigan Master Assessing Officer. The assessment roll will be certified by qualified personnel by the State Tax Commission, as required for the Township's size and State Equalized Value.
- C. <u>Equipment and Supplies</u> The Township will provide all equipment and supplies needed for the routine performance of its duties, except as otherwise set forth herein.
- D. <u>Maps and Records</u> The Township shall provide current land use maps, zoning maps, street/centerline maps, plats, topographical maps, sewer and water maps, and shall make available any records or data, which may be of use in making the appraisal, without cost to Ottawa County. Ottawa County has implemented a GIS system in which mapping data is maintained. The GIS system is addressed in Section 1(M) of this Agreement, below.
- E. <u>Appraisal Manuals/Schedules</u> The current Michigan State Tax Commission Assessor's Manuals shall be the cost schedules used in the appraisal of all properties. All cost schedules shall be indexed to reflect current costs as of Tax Day.
- F. <u>Record Cards</u> The master file shall be the property of the Township. Ottawa County will maintain the master file at the Ottawa County Fillmore complex with access available to the Township. Real property printed records, if any, will be located at the Crockery Township Hall. Personal property printed records will be located in the Equalization Department offices.

G. <u>Conduct of Operations</u> - Both parties recognize that good public relations are vital to the success of the assessment administration program. During the terms of this Agreement, Ottawa County employees shall endeavor to promote understanding and amicable relations with all members of the public. Employees will be assigned by the Equalization Director to maintain limited office hours at the Township offices to conduct their duties, interact with Township staff, attend meetings, promote community relations, and to meet with property owners about assessment issues and questions. The Township will provide adequate office area and operational infrastructure for such County employees, including but not limited to telecommunication, data communication, utilities, networking capabilities, and electronic storage capacity, to adequately support required staff activities and necessary ancillary functions. The accommodations shall be safe, modern, and reflect a professional function. All electronic data interfaces shall be compatible with Ottawa County information protocols and standards.

When systems or resources are scheduled to be shutdown, notice shall be relayed in advance to Ottawa County to allow for substitute assignments for any staff. When possible, system maintenance should not be scheduled during regular business hours. When possible, any maintenance that is performed by representatives of the Township on the computer equipment owned by Ottawa County will be coordinated with a representative of the Innovation and Technology Department of the County to avoid conflicts in configuration and application issues.

- H. <u>Property Owner Notification and Official Statements</u> Ottawa County shall notify the property owners of increased assessed and taxable values, as provided by law, as well as distribute personal property statements and other official forms. The Township shall pay charges from the service company for printing these notifications and statements as reimbursable expenses hereunder.
- I. <u>Assessment Roll</u> Ottawa County shall prepare the assessment roll and certify it for the Township in a timely manner.
- J. <u>Board of Review</u> Ottawa County staff will advise and assist the Township's Board of Review in preparing for, conducting, and implementing any changes resulting from the required meeting of the Board.
- K. <u>Appeals</u> The Ottawa County Equalization Director, or designated representative, shall represent the Township in all property assessment appeals and in proceedings before the Michigan Tax Tribunal concerning properties under this Agreement. The Township shall designate and provide the legal services for such appeals or proceedings; however, costs or expenses, which may be incurred by Ottawa County in employing

additional counsel, expert appraisers, or performing extraordinary specific appraisal work in connection with such appeals, proceedings, or other functions, shall be paid by the Township provided that the Equalization Director seeks and obtains approval from the Township prior to incurring such costs or expenses. Additionally, should either party terminate this Agreement, the County, or designated representative, shall represent the Township in all property assessment appeals and in proceedings filed during the existence of this Agreement. The fee shall be \$80.00 per hour for preparation, appearance, and travel after termination of the Agreement.

- L. Computerized Appraisals and Information Technology Ottawa County will provide staff, equipment, and software to maintain electronic property records using a computer-assisted mass-appraisal system. Assessment administration, including digital photography and sketching, as well as general business application software, shall be prescribed by the County and will be compatible with applications currently in use by the Township. Data patches and solutions shall be reached using collaborative, shared resources to achieve greatest possible compatibility. All property information shall adhere to the requirements and specifications of Ottawa County. The records will be utilized for annual valuation updates. The County may request the assistance of designated staff of the Township to determine proper neighborhoods for market-value determinations. The County will ensure that the assessment records reflect the property's true cash value, assessed valuation, and taxable valuation to be utilized for any property tax calculations in conformance with all requirements of the General Property Tax law, MCL 211.1 et seq.
- M. <u>Geographical Information Systems</u> Ottawa County and the Township shall utilize Ottawa County's geographical information system in implementing this Agreement. An independent agreement may govern this function.
- N. <u>Special Assessments</u> Special assessment benefit analyses, roll preparation, processing, and related reports will be provided by Ottawa County when formally requested at a fee of \$55.00 per hour incurred.

#### 2. Payment for Services Provided:

A. <u>General Roll Maintenance Services</u>: The annual payment shall not exceed \$59,000 in year one of this agreement (July 1, 2019 – June 20, 2020), \$62,000 in year two of this agreement (July 1, 2020 – June 30, 2021) and \$65,600 in year three of this agreement (July 1, 2021 – June 30, 2022). Ottawa County will submit monthly invoices on the first day of each month as follows:

Date of Invoice:		Amount:
Month 1 through 11 Month 12 Month 13 through 23 Month 24 Month 25 through 35 Month 36 Total	(July 2019-May 2020) (June 2020) (July 2020-May 2021) (June 2021) (July 2021-May 2022) (June 2022)	\$4,916.66 \$4,916.74 \$5,166.66 \$5,166.74 \$5,466.66 \$5,466.74 \$186,600.00

The monthly invoices from Ottawa County will be processed and paid by the Township in accordance with standard Township procedures.

- 3. <u>County Expenses</u>: Ottawa County will additionally be reimbursed on a monthly basis for the reimbursable expenses set forth in Exhibits A and B hereto. All expenses will be billed to the Township in such detail and/or with sufficient supporting documentation, as may be reasonably required by the Township.
- 4. <u>Independent Contractor</u>: At all times and for all purposes under this Agreement, the relationship of Ottawa County to the Township shall be that of an independent contractor. All employees of Ottawa County, who perform services under this Agreement, shall be and remain employees of Ottawa County, subject to the discipline, supervision, direction, policies and control of Ottawa County, the Ottawa County Administrator, and the Equalization Director.
- 5. <u>Indemnification and Hold Harmless</u>: Each party shall indemnify and hold the other party harmless from claims, which are the result of an alleged error, mistake, negligence or intentional act or omission of the other party, its officers, employees, agents and assigns.
- 6. <u>Insurance</u>: The Township will include Ottawa County, the Ottawa County Equalization Department and their officers, employees and agents as additional named insureds on a policy of insurance for all risks. The required insurance policy shall have comprehensive general policy limits of not less than \$1,000,000. Ottawa County will include the Township and its officers, employees and agents as additional named insureds on a policy of insurance for all risks or in its Memorandum of Coverage from the Ottawa County, Michigan, Insurance Authority. The required insurance policy will have comprehensive general policy limits of not less than \$1,000,000. Ottawa County will provide Workers' Compensation Coverage on its employees. Written proof of the existence of such insurances will be supplied by the Township and Ottawa County as of effective date of this Agreement, and at

such times during the term thereafter, as Ottawa County or the Township may reasonably require.

 Term of Agreement: The effective date of this Agreement shall be July 1, 2019. This Agreement shall continue in effect from the effective date through June 30, 2022, subject to termination by either party upon at least one hundred and eighty (180) days advance written notice.

#### 8. Miscellaneous:

- A. <u>Section Headings.</u> The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
- B. <u>Severability.</u> If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- C. <u>Entire Agreement and Amendment.</u> In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.
- D. <u>Successors and Assigns.</u> All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- E. <u>Terms and Conditions.</u> The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.
- F. <u>Execution of Counterparts.</u> This Agreement may be executed in any number of counterparts and each such counterparts hall for all purposes be deemed to be an original; and all such counterparts, or as many of them

as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

In witness whereof the parties have executed this Agreement as of the effective date set forth herein.

**CROCKERY TOWNSHIP:** 

By: \_\_\_\_\_ Leon Stille Its: Supervisor

By: \_\_\_\_\_ Kathy Buchanan Its: Township Clerk

COUNTY OF OTTAWA:

By: \_\_\_\_\_ Gregory J. DeJong, Chairperson Its: Board of Commissioners

Ву: \_\_\_\_\_

Justin F. Roebuck Its: County Clerk/Register of Deeds

## E X H I B I T A - REIMBURSABLE EXPENSES

Costs that may require reimbursement if not paid directly by Crockery Township.

Included amounts are estimates based upon work in another community

Operating Materials and Supplies	
Letterhead/Envelopes	\$100
Membership and Dues	
Certification fee	\$75
MAA Organization fee	\$50
Printing and publishing	
Personal Property Statements	\$100
Change Notices	\$3,000
Postings BOR/Ratios	\$500
Postage	
Some included in Printing and Publishing	
Postage*	\$600
BOR Mailings and Documentation	\$60
Transportation	
Mileage*	\$2,000
Software and Equipment	
BS&A Equalizer Maintenance.	\$1,800
Apex Maintenance.	\$600

Professional/Contractual		
Professional/Contractual for MTT Work to support Michigan Tax Tribunal Cases (Rarely needed)		

\*Mileage and approximately \$50 per year of the postage expenses are generally paid by the County and submitted to the Local Unit for reimbursement.

The remaining expenses are generally paid directly by the Local Unit.

## EXHIBITB

Proposal for Ottawa County Board of Commissioners to provide assessing services to Crockery Township

#### Basic services

We propose a 3-year contract.

\$59,000 for year 1 \$62,000 for year 2 \$65,600 for year 3

Reimbursable expenses are not included.

#### Included

Basic assessing services, including 20% review, each year.

400 hours of MTT Full Tribunal work.

Direct phone access for public.

An Ottawa County Equalization Department employee will maintain limited office hours at Crockery Township hall to interact with staff and meet with property owners. We can also meet with staff or property owners by appointment at Crockery Township hall or during regular office hours at our office.

#### Not included

IFT Pre and Post application analysis.

Extensive administrative projections.

Legal fees and cost of appraisals for Full Tribunal Appeals.

#### Extras

MTT work over 400 hours @ \$80 per hour. New Special Assessment Setup \$ 55 per hour.

## **Action Request**

Ottawa County Where You Bularg	Committee:	Board of Commissioners
	Meeting Date	06/25/2019
	Requesting Department:	Facilities Maintenance
	Submitted By	: John Shay
	Agenda Item:	Update of DSX Door-Control Card-Reader System

#### Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Agreement and accept the low bid from Knight Watch in the amount of \$82,808.63 to replace the hardware and software components to the County's existing door-control card-reader system at all County facilities.

#### Summary of Request:

Currently, County employees use a card with a chip reader containing DSX software to gain access to many County facilities. This system also keeps track of who enters a facility. The existing software needs to be updated, and the existing hardware does not have the capacity to handle the update. This project will upgrade the hardware (circuit boards) followed by installing the updated software, allowing the new software to be installed in minutes rather than in hours per location. This project will also restore the County's ability to communicate/update all of its buildings' door-access systems remotely rather than having to do it on-site at each building.

As part of the CIP, the County issued a Request for Proposals to upgrade the County's DSX door-control hardware and software at numerous County locations (Hemlock Crossing Park, Grand Haven CMH, Grand Haven Courthouse, Grand Haven Public Health, Fillmore Administration building, Juvenile Detention Center, Hudsonville District Courthouse, Buildings A, B, C and D on James Street, Holland District Courthouse, and the Jail). The County received three responses with Knight Watch submitting the lowest bid in the amount of \$82,808.63. The County's revised budget totals \$95,000 to reflect the possible use of contingency funds for this project.

Financial Information:								
Total Cost: \$82,808.63	General Fund Cost: \$0.00	General Fund Cost: \$0.00 Include Budge						
If not included in budget, recommended funding source:								
Capital Project was budgeted for \$50,0	00; the additional funding will be	from the G	eneral Fund Co	ntingency.				
Action is Related to an Activity W	/hich Is: Mandated	$\checkmark$	Non-Mandated		New	Activity		
Action is Related to Strategic Pla	in:							
Goal: Goal 4: To Continually Improve the County	's Organization and Services.							
Objective: Goal 4, Objective 1: Conduct activi	ties and maintain systems to continuously	improve to gai	n efficiencies and imp	prove effective	eness.			
			<b>_</b> _	1	_			
Administration:	Recommended	ot Recomr	mended	Without F	Recomme	endation		
County Administrator:								
Committee/Governing/Advisory Bo	ard Approval Date: 06/18/2019	2	Finance and A	dministration	Committee			
Committee/Governing/Advisory Board Approval Date: 06/18/2019 Finance and Administration Committee								



#### MASTER VENDOR AGREEMENT

County of Ottawa 12220 Fillmore St West Olive, MI 49460 Tax Exempt County Registration 38-60004883

 
 Name of Vendor:
 Knight Watch, Inc.

 Address:
 540 Leonard St. NW, Suite G Grand Rapids, Michigan 49504

# Vendor's legal status: Knight Watch Inc.

This Agreement approves the vendor for service to Ottawa County. The vendor and/or Ottawa County may generate subsequent documentation that will identify more specific provisions regarding particular goods and/or services; however, the terms and conditions below shall take priority and precedence over any inconsistent provision or limitation in any vendor prepared agreement, another County issued Purchase Order or response to a County Request for Proposal, even if the County has approved and signed such subsequent documentation.

#### Terms and Conditions

- 1. Warranty. Vendor warrants that it is fully qualified to provide the goods and/or services and that they will be of good workmanship, standard quality in the profession or industry, functional, free of defects, and if the intended use thereof is known, they are suitable for that use.
- 2. Indemnity. Vendor indemnifies and holds harmless Ottawa County, including its elected officials, officers, employees and volunteers from any claims, judgment, losses, damages, payments, costs arising out of or resulting from the vendor's performance or failure to perform the work described herein.
- **3. Insurance.** Vendor shall provide proof of the following coverages: workers compensation, employer's liability, comprehensive general liability and if applicable, automobile and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These limits may be provided in single lawyers or by combinations of primary and excess/umbrella policy layers. These coverages shall protect the vendor, and County and their employees, agents, representatives, invitees and subcontractors against claims arising out of the work performed or products provided. The County and its elected officials, officers, employees, agents and volunteers are to be additional insureds and a thirty notice is required to the County in the event of coverage termination.
- 4. Adherence to Legal Requirements. In conducting the work and in performing all services under this Agreement, the vendor expressly agrees to acquire all necessary permits and comply with all local, state and federal legal requirements, including but not limited to those for federally funded contracts and will also assure that any subcontractors retained by it to perform services under this Agreement will comply with such requirements.
- 5. Term. Unless a fixed term is specified in a written agreement fully approved and signed by the County, the County's obligations are limited to payment for the goods and/or services described above and despite any other provision to the contrary in any other agreement, signed or not, the County may terminate any term, a hold over or any renewal term at its will.
- 6. Payment Terms. Unless another term is specified in a written agreement fully approved and signed by the County, payment terms will be a net thirty (30) days of receipt of the finished product or final delivery of goods. The County is not liable for any cost exceeding the total cost above unless a signed written amendment is made to this Master Vendor Agreement.
- 7. Merger and Modification. This Agreement and any response to a request for proposal submitted by the vendor, any subsequent statement of work or County-issued purchase order represent the entire understanding between the parties and supersede all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by the authorized representatives of the County and the vendor.
- 8. Notices. All certificates and notices must be sent to the County Department at the address above.
- 9. Execution. The vendor representative attests that he or she has the authority to bind the vendor by signature below.

Ottawa County Board Chairperson

Ottawa County Clerk/Register

Vendor Representative:

Date: 6-7-19

	VENDOR	EPS	Knight Watch	Midstate
	Date/Time Received	5/22/19, 1:51pm	5/21/19, 5:32pm	5/22/19, 11:09am
	Years DSX Experience	30	6	5
	Customers with DSX Software	1000+	50+	200+
	Implementation Timeline	Strategic coordination of sites until install is complete	3-phase implemenation based on OC approval	12 weeks
	References	Van Buren County, Kalamazoo Public Schools, GR Public Schools	Stryker Corp, Chrysler, Spectrum Health	Munson Memorial Healthcare, Lacks Enterprises, Memorial Healthcare
<b>Option 1 - STRICT UPGRADE OF SOFTWARE:</b> Proposal Pricing Including Initial Costs for Hardware, Software, Implementation Servcies, Training and Warranty	Proposal Pricing	\$99,418.00	\$56,692.80	\$85,534.14
	Ongoing / Annual Costs	n/a	optional service plan available	\$7,645.00
<b>Option 2 - UPGRADE OF ALL BOARDS TO VERSION</b> <b>1048:</b> Proposal Pricing Including Initial Costs for Hardware, Software, Implementation Servcies, Training	Proposal Pricing	\$111,295.00	\$82,808.63	\$87,293.55
and Warranty	Ongoing / Annual Costs	n/a	optional service plan available	\$7,645.00
	Comments:	training itemized at \$22813 for 2 full days on- site training, EPS is proposing a manual conversion of data once database is finalized	opt. service plan designed by County needs, no mandatory agreements required	optional: \$4950 for cert. training in Plano, TX

\* Awarded Vendor



Fiscal Services Department – Purchasing 12220 Fillmore Street - Room 331 - West Olive, Michigan 49460 E-mail: <u>purchasing.rfp@miottawa.org</u> Phone 616-738-4855 Fax 616-738-4846

#### **REQUEST FOR PROPOSAL 19-19 DSX SITE SECURITY UPGRADE**

Ottawa County is soliciting proposals from experienced, qualified contractors for the upgrade of the County's DSX door control hardware and software at County locations as indicated within the context of this request. It is not anticipated that card readers require replacement at this time and are not considered part of the scope of this project.

Vendor responses shall include a summary of a proposed project work plan to cover firmware upgrades, control board changes, software installation, CPU upgrades and training for County users/administrators, as well as integrations to other monitoring security hardware (such as cameras, intercoms, speakers, panic/trouble buttons, other).

Vendor representatives interested in participating in a voluntary site review are instructed to contact Amy Bodbyl-Mast, <u>purchasing.rfp@miottawa.org</u> by Wednesday, May 1, 2019 at 5:00 P.M. to schedule a meeting with project representative(s).

Proposals are to be submitted no later than <u>2:00 P.M. (ET) on Friday, May 17, 2019</u>. Proposals received after this time will not be considered. All requests for additional information or questions should be directed to Amy Bodbyl-Mast, <u>purchasing.rfp@miottawa.org</u>. Detailed instructions for the completion of the proposal are contained in this request for proposal (RFP).

The County of Ottawa officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN) Purchasing Group, website <u>http://www.bidnetdirect.com/mitn</u> and on the County's website at <u>http://www.miottawa.org/Departments/FiscalServices/bids.htm.</u> Copies of bid documents obtained from any other sources are not considered official copies.

Ottawa County reserves the right to award the contract to the lowest, most responsive and responsible vendor. The County further reserves the right to consider matters such as, but not limited to quality offered, delivery terms, budget requirements, location, and service reputation, in determining the most advantageous proposal and reserves the right to reject any and all proposals.

#### INFORMATION SUMMARY

Proposals received after RFP Deadline Date will not be considered.

Amy Bodbyl-Mast, Purchasing Manager
Wednesday, April 24, 2019
By Wednesday, May 1, 2019
Wednesday, May 8, 2019
Friday, May 10, 2019 by 5:00 P.M. (ET)
Friday, May 17, 2019 by 2:00 P.M. (ET)
June 15, 2019
July 1, 2019

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#### VENDOR PROPOSAL CHECKLIST

Failure to submit the following items may result in the proposal being declared non-responsive. Proposal documents should be submitted in the following order:

ATTACHMENT A – COVER SHEET FOR PROPOSAL ATTACHMENT B – VENDOR INFORMATION ATTACHMENT C – VENDOR REFERENCE INFORMATION ATTACHMENT D – INDEMNITY/INSURANCE – CERTIFICATION STATEMENT ATTACHMENT E – DEBARMENT AND SUSPENSION – CERTIFICATION STATEMENT ATTACHMENT F – NON-COLLUSION – CERTIFICATION STATEMENT ATTACHMENT G – PROPOSAL PRICING FORM

#### 1. PROPOSAL SUBMISSION

Proposals must be received by <u>2:00 P.M. (ET) Friday, May 17, 2019.</u> Proposals received after this time will not be considered. Proposals will be accepted by either e-mail or hard-copy submission, as follows:

**E-mail Proposal Submission:** Respondents may submit an electronic response (preferably single file PDF format) by e-mail to: <u>purchasing.rfp@miottawa.org</u> with the subject line of: "RFP 19-19 DSX Site Security Upgrade." The County can receive email attachments up to 30 MB. Proposal documents larger than 25 MB should be sent in multiple emails with the subject line of: "RFP 19-19 DSX Site Security Upgrade, 1 of 2," etcetera.

**Hard-Copy Proposal Submission:** Hard-copy proposals should include two (2) proposal response copies on paper. Proposals may be submitted by express or overnight mail/shipping service, U.S. Postal Service, hand delivery by a company representative, or by Courier in a sealed package clearly marked on the outside: "RFP 19-19 DSX Site Security Upgrade." The proposal shall be addressed to: County of Ottawa, Fiscal Services – Purchasing, 12220 Fillmore Street, Room 331, West Olive, Michigan, 49460.

#### Proposal Response:

Proposals must contain completed, signed copies of each of the following:

ATTACHMENT A – COVER SHEET FOR PROPOSAL ATTACHMENT B – VENDOR INFORMATION ATTACHMENT C – VENDOR REFERENCE INFORMATION ATTACHMENT D – INDEMNITY/INSURANCE – CERTIFICATION STATEMENT ATTACHMENT E – DEBARMENT AND SUSPENSION – CERTIFICATION STATEMENT ATTACHMENT F – NON-COLLUSION – CERTIFICATION STATEMENT ATTACHMENT F – PROPOSAL PRICING FORM

#### 2. QUESTIONS

Vendors may submit questions and requests for clarification regarding this RFP until Wednesday, May 8, 2019 and are encouraged to initiate preparation of proposals immediately upon receipt of this RFP so that all relevant questions and information needs can be identified and answered in a manner that provides adequate time to prepare a comprehensive and complete response. The vendor is responsible to ensure they have received all addenda before submitting a proposal.

Responses to all questions and inquiries received by the County will be issued <u>Friday, May 10,</u> <u>2019 by 5:00 P.M.</u> in the form of an Addendum and posted on the MITN and on the County's website. All requests for additional information or questions should be directed to Amy Bodbyl-Mast, Purchasing Manager, Ottawa County Fiscal Services, <u>purchasing.rfp@miottawa.org</u>.

#### 3. SITE REVIEW (OPTIONAL)

Vendor representatives interested in a site review are instructed to contact Amy Bodbyl-Mast, <u>purchasing.rfp@miottawa.org</u> by Wednesday, May 1, 2019 at 5:00 P.M. to schedule a meeting with project representative(s).

During the site review, vendors will have the opportunity to ask questions and confirm specifications of the current DSX system. Any responses provided during the site review will be considered drafts, and will be non-binding. Final answers will be released by Addendum and considered official and final.

#### 4. BACKGROUND INFORMATION

Ottawa County utilizes DSX software for its access security. There are currently two (2) separate installations of the software running independently of each other: one at the adult correctional facility and one for all other County facilities.

Although the Grand Haven Public Health location is included as part of the County's main system, administrative users are unable to communicate with that location.

The current database has undergone multiple additions, updates and changes over time and will require a review and reconfiguration of the database formatting before implementing a new one.

The County currently uses Active Directory for management of integrated user access to its network and resources. The current DSX system is configured with seven (7) user administrative accounts that are shared by multiple users. It is the County's intention to eliminate all shared user accounts.

This project will require work at all of the following County locations:

- Hemlock Crossing Park, 8115 W Olive Rd, West Olive, MI 49460
- Grand Haven CMH, 1111 Fulton St, Grand Haven, MI 49417
- Grand Haven Court House, 414 Washington Ave, Grand Haven, MI 49417
- Grand Haven Public Health, 1207 South Beechtree Street, Suite B, Grand Haven, MI 49417
- Administration Building, 12220 Fillmore St West Olive, MI 49460
- Ottawa County Juvenile Detention, 12110 Fillmore St, West Olive, MI 49460
- Hudsonville District Court, 3100 Port Sheldon St, Hudsonville, MI 49426
- Ottawa County CMH (A-Bldg.), 12265 James St, Holland, MI 49424
- Ottawa County Juvenile Justice Institute (B-Bldg.), 12263 James St, Holland, MI 49424
- Ottawa County Public Health (C-Bldg.), 12251 James St Holland, MI 49424
- Department of Health & Human Services (DHHS), 12185 James St., Holland, MI 49424
- Holland District Court, 57 W 8th St Holland, MI 49423
- Ottawa County Jail, 12130 Fillmore St, West Olive, MI 49460

#### 5. SCOPE OF SERVICES

Ottawa County is soliciting proposals from experienced, qualified contractors for the upgrade of the County's DSX door control hardware and software at County locations. It is not anticipated that card readers require replacement at this time and are not considered part of the scope of this project.

Contractor must be a DSX-authorized dealer.

#### A. GENERAL SPECIFICATIONS

The awarded vendor must be able to upgrade, install and integrate all aspects of the DSX system (hardware and software) for cameras, door controls, workstations, server(s), and all other DSX required components.

The County would prefer that each security instance is housed on to a single, common server hardware, with each instance setup to be administered separately and discreetly.

The awarded vendor must also be able to provide training and additional instructional/ informational documentation of the underlying DSX product. Vendors are encouraged to recommend components or controllers that will increase capacity or reduce equipment footprint. User setup should allow for unique access for each administrative user.

#### B. TIMELINE AND IMPLEMENTATION PLAN

Vendor proposal should provide a proposed Implementation Plan and Timeline. The proposed plan must account for all phase deadlines, implementation services provided, IT service requirements, software setup and customization services for all locations and programs. Plan must include the set-up of any necessary files, tables, lookups, and menus that are required for Implementation.

All work performed on this project, due to the nature of this software and the security concerns at each location, will be coordinated with the Facilities Department, Sheriff Department and other relevant departments to minimize downtime. This will include work hours on nights and weekends to minimize disruptions.

All roles and responsibilities needed for the project management must be clearly defined. Please provide a proposed timeline with each major phase (Kickoff, Requirements Gathering, Training, etc.) identified during the Implementation process.

Awarded vendor will be expected to complete all work under this project within 90 days of contract award.

#### C. <u>HARDWARE</u>

Vendor must be able to perform the following hardware upgrades:

- All master boards that are not 1042 NV Type must be replaced with that model or newer (25 in total across multiple locations);
- All locations should allow for adequate capacity/capability (see Note section below for counts of anticipated carder reader/electric strike for future expansions);
- All equipment must be labeled on the hardware itself as well as cross-referenced to designate software and location on the map/floor plan to be provided, as well as manufacturer cut sheets;
- All existing wiring, switches and hardware must be reused where possible.

The following represents the current hardware locations, quantities and typ	es:
---	-----

Site	Board	Quantity	Note
Hemlock Crossing Park	1042	1	When card is swiped it deactivates building alarm
Grand Haven CMH	1042	4	Controlled materials closet 2 add'l reader/strikes
Grand Haven Court House	1042	59	10 add'l reader/strikes
Grand Haven Public Health			
Administration Building	1032	6	10 add'l reader/strikes
	1021	2	
	1042	13	Sheriff's Office: evidence lockers (x2)
Ottawa County Juvenile Detention	1042	8	
	1022	2	
Hudsonville District Court	1042	24	Intercoms
	1043	3	2 add'l reader/strikes
Ottawa County CMH (A-Bldg.)	1032	1	Controlled materials closet
	1042	7	2 add'l reader/strikes
Ottawa County Juvenile Justice Institute (B-Bldg.)	1032	1	2 add'l reader/strikes
	1042	1	
Ottawa County Public Health (C-Bldg.)	1042	4	2 add'l reader/strikes
Department of Health & Human Services (DHHS)	1042	5	2 add'l reader/strikes
Holland District Court	1042	20	Camera call-ups and intercoms
	1044	1	2 add'l reader/strikes
	1043	1	
Ottawa County Jail	1021	8	Camera call-ups and intercoms
	1022	5	

#### D. <u>SOFTWARE</u>

Vendor will work with Ottawa County IT Department to virtualize the communication server. All DSX servers must work with Windows Server 2016 or newer. All databases must run on SQL Server 2017 or newer.

#### E. WORKSTATIONS

Vendor will need to upgrade software on any workstations that are included in the adopted solution (currently approximately 27 workstations). Setup to include event filters, passwords and any other requirements for each workstation to use the overall system. All other user interface will occur through the user notification system to be implemented.

In addition, vendor should provide a proposal to reduce the current number of workstations, in favor of electronic notifications or other solutions to optimize access management and monitoring.

#### F. <u>USERS</u>

There are certain areas within the County that require isolated or special access (sensitive security areas). As the resulting DSX configuration will have two separately defined and controlled environments on the same hardware (Sheriff/Jail and Other County), specific roles will need to be created and defined that separate these areas (currently Evidence Room(s) and Medication Closet(s)), both for user access and for administrator oversight. Only specific administrators within each environment should be able to grant user access as well as review user access logs for sensitive security areas.

#### G. INTEGRATION

Vendor must ensure that the DSX database is integrated to existing user information from Ottawa County Master Database.

- Installation must provide for the use of existing camera call-ups and intercom system(s) that may or may not be integrated with the current DSX system(s);
- In addition, system will provide the ability to integrate additional cameras that might be added in the future;
- Workstations must be able to access/use call-ups attached to the system;
- Vendor must develop a mass notification alert functionality using existing speakers, or text/email alerts or phones for audible duress alarms for each duress alarm location. Vendor to provide capability for electronic notifications as well. Vendor can offer other alternatives;

- Vendor will need to format existing duress alarms for the Fillmore Boardroom and Fitness Center, which will need to be routed to the Jail after hours. The destination of this routing will be specified by Ottawa County;
- Unify the Ottawa County Jail DSX system and the Ottawa County Administration building DSX system onto a single, common server.

#### H. DATABASE MIGRATION

Proposal must describe how existing DSX User data will be migrated into the proposed system and all data elements that can be converted.

#### I. <u>TRAINING</u>

Awarded contractor must provide end-user training at all levels, including administrative users, departmental users, monitoring staff, IT/security. Proposal to identify all training that will be provided, including type proposed (such as but not limited to in-person, by phone/webinar, online training/testing environment, ongoing and training materials provided). Plan to list all associated training costs in the proposal.

#### J. DOCUMENTATION

Contractor must provide maps/floor plans for call-ups, workstations, servers, readers, and other control equipment for all County facilities. The Ottawa County Facilities Director must approve new maps/floor plans prior to installation. The format of these maps/floor plans must be provided in CAD (.dwg) for those buildings for which the County has current CAD mapping and in Adobe (.pdf) for all other locations.

#### K. SUPPORT AND MAINTENANCE

All new equipment installed shall have a 2-year warranty for parts and labor from the startup equipment. Vendor will be required to test, verify and commission the completed system to insure proper operation of all functions. Where possible, vendor will reuse existing wiring, switches and hardware. In addition, vendor will provide software upgrades and/or patches as they become available during the 2-year warranty period.

Vendor proposal should clearly define all terms and conditions of the proposed support and maintenance.

#### 6. PROPOSAL SELECTION AND AWARD PROCESS

An Evaluation Committee(s) will be established by the County to review the proposals and to make a recommendation for contract award. A proposer may not contact any member of an evaluation committee except at the RFP Administrator's direction.

Proposals will be evaluated based on the following criteria (of equal weight and in no particular order):

- Experience and Qualifications
- Comparable Projects
- Customer References
- Cost Proposal

As a part of the proposal evaluation process, Finalists may be invited to attend an in-person interview. Vendors are encouraged to introduce key personnel who would be assigned to the County at this session.

#### 7. SUBCONTRACTORS

Since the contract is made pursuant to the proposal submitted by the awarded vendor and in reliance upon the vendor's qualification and responsibility, the vendor shall not sublet or assign the contract, nor shall any subcontractor commence performance of any part of the work included in the contract without the previous written consent by the County.

#### 8. INCURRED EXPENSES/CONFIDENTIALITY

The County shall not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. All proposals, (including attachments, supporting documentation, supplementary materials, addenda, and other) shall become the property of the County and will not be returned to the Proposer.

#### 9. RESERVATION OF RIGHTS

Ottawa County reserves the right to interview any number of qualifying firm(s) and/or consultant(s) as part of the evaluation and selection process. Ottawa County reserves the right to award a contract without an interview, as determined in the best interest of Ottawa County. Ottawa County reserves the right to select and recommend for award the proposed services which best meets its required needs, quality levels and budget constraints. Ottawa County reserves the right to reject any and all proposals.

#### **10. CONTRACT TERMS, PERIOD, PROCEDURES AND USE**

All proposers are notified that the County reserves the right to delete or modify any task from the Scope of Work at any time during the course of the bid process and reserves the right to modify the scope of services during the course of the contract. This contract is for the County use.

## **Action Request**

	Committee:	Board of Commissioners
	Meeting Date:	: 06/25/2019
	Requesting Department:	Adminstrator's Office
	Submitted By: Al Vanderberg	
Ottawa County Where You Belong	Agenda Item:	Three-Year Pilot Agreement with Qualtrics, LLC

#### Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the three year pilot agreement with Qualtrics, LLC for an Employee Experience 5 enterprise-wide License at a cost of \$144,468.00.

#### Summary of Request:

The County is looking for an enterprise-wide solution for management of surveys and the data collected. The Department of Public Health currently has a Qualtrics Research Core license that cost \$25,000 per year (Qualtrics was the winner of the RFP completed in 2018). We have the opportunity to expand to a pilot enterprise-wide Employee Experience (EX) 5 license at a cost of \$46,656.00 per year for 3-years with a one-time implementation cost of \$4,500.00. To lock in this pricing, the County must issue a PO by June 28, 2019 and pay for the full 3-year pilot in advance. If we move forward now, we will save \$23,457.60. We were originally quoted \$51,840.00 for the first year with a 5% increase each year thereafter.

With each EX government license in Michigan, Qualtrics will provide the core questions for the employee experience survey so that we can all benchmark with each other. The questions that will be provided were developed for and used by the State of Michigan.

The State of Michigan, Kalamazoo, Ingham, Oakland, and Wayne Counties are considering enterprise-wide solutions with an EX license. Kent County (enterprise), Washtenaw County (360's), Detroit Wayne Mental Health Authority (enterprise), and Oakland County (small license) are currently using EX. Continued on page 2

Financial Information:						
Total Cost: \$144,468.00	General Fund Cost: \$144,468.00	)	Included in Budget:	✓ Yes	🗌 No	□ N/A
If not included in budget, recomme	ended funding source:					
Will be included in the 2020 Budget req	uest					
Action is Related to an Activity W	/hich Is: 🗌 Mandat	ted 🗸	Non-Mandated		New	Activity
Action is Related to Strategic Pla	an:					
Goal:						
Objective:						
	1			<b>1</b>	_	
Administration:	Recommended	Not Recom	mended	Without F	Recomme	endation
County Administrator	auhrberg					
Committee/Governing/Advisory Bo	oard Approval Date: 06/18	/2019	Finance and A	dministration	Committee	
	v					

#### Summary of Request Continued:

The Employee Experience license will allow the County to be more efficient at deploying and evaluating the employee engagement survey. Prior to 2015, the County paid \$20,000 every other year to an outside firm to perform employee surveys. We switched to Survey Monkey in 2015, which saved money but created an immense amount of work for staff in the administrator's office to manually create reports from the data received. Qualtrics has robust reporting capability with dashboards that are automatically populated as data is received. We will be able to deploy employee experience surveys at least once a year and create action plans right in Qualtrics based on employee feedback. Department heads and supervisors will be able to close the loop and track progress from year to year. The license will also include onboarding, pulse, training and assessment and exit surveys. This will give the County the ability to see the whole picture in an employees life-cycle. The data will allow HR to understand the reasons employees leave and to help us better attract and retain talent.

The license will also include Research Core for all County employees so that surveys and data collected are all in one place. We conducted a survey use survey. The survey was sent to 20 functional areas of the County, 18 of the 20 responded. Fourteen currently use a survey tool to create and send surveys. The four that do not currently create surveys said that they might use Qualtrics if we had an enterprise-wide solution. We asked how many survey users each area would have if we switched to Qualtrics, the total response was 143.

Qualtrics is an online software platform designed to support organizations' efforts on Experience Management (XM) in four primary areas. Specifically, it provides tools that allow for the measurement, monitoring and reporting of: Customer Experience, Employee Experience, Product Experience, Brand Experience, Survey Research. The foundation of the Qualtrics platform is Research Core, which is the license that the Ottawa County Department of Public Health currently uses as part of its research and evaluation activities (through online survey administration). Qualtrics is HIPPA compliant, FedRAMP certified, ISO27001 & GDPR (Qualtrics is compliant and seeking certification to be able to erase data if legally required).

# qualtrics.<sup>™</sup>

Parties:	Qualtrics, LLC ("Qualtrics")				
	County of Ottawa ("Customer")				
Effective Date:	01 July 2019				
Governing Document :	This Order is subject to the Qualtrics Terms of Service at https://www.qualtrics.com/terms-of- service/ and the Qualtrics Privacy Statement at https://www.qualtrics.com/privacy-statement/ (the "Agreement"). All terms used but not defined herein have the meanings given to them in the Agreement.				
Attachme nts:	Fees Exhibit Subscription Services Exhibit				
Services:	As set forth in the exhibits attach	ned hereto			
Term:	3 year term subject to renewal a	s provided in a	ttachment.		
Payment Terms:	See Fees Exhibit				
Additional Terms:	entirety and replace with the follo The Parties hereby disclair International Sale of Good (UCITA). Notwithstanding the Agreement, upon written notice if the other P cured within 30 days after the br	owing: m the applications s and the Unifor either party m arty materially eaching Party ted unused fee	n" in the Agreement is hereby removed in its on of the United Nations Convention on the orm Computer Information Transactions Act ay immediately terminate this Order for cause breaches the Agreement and such breach is not receives notice thereof from the other Party. s prepaid by Customer if Customer terminates eure Event		
	eted by Customer				
Regional Data Center:	US	Purchase Order Required?	PO Required: PO number (if required):		
Email Address for Invoice Submissio n:	ambodbyl-mast@miottawa.org	Billing Address for Invoice Submission :	12220 Fillmore Street Attn: County of Ottawa   Ottawa County EX WEST OLIVE MI United States 49460		
Invoicing Instruction s (if applicable) :					

Qualtrics	Customer	
By (signature):	By (signature):	
Name:	Name: Gregory DeJong	
Title:	Title: Board Chair	
Date:		
	By (signature):	



## Service Order

	Name: Justin Roebuck	
	Title: County Clerk/Register	
	Date:	
Qualtrics Primary Contact:	Customer Primary Contact:	
Name: Tommy Hoschouer	Name: Misty Cunningham	
Phone:	Phone: 6167384898	
Email: tommyh@qualtrics.com	Email: mcunningham@miottawa.org	



# Fees Exhibit

License Details

Start Date	End Date	Term in Months
01-Oct-2019	30-Sep-2022	36

#### Pricing Details

Year	Services	Price	Estimated Invoice Date	Payment Terms	License Configuration
1	Subscription Professional	\$46,656.00 \$4,500.00	01-Jul-2019	Net 30	Q-1167181
2	Subscription Professional	\$46,656.00 \$0.00	01-Sep-2020	Net 30	Q-1167465
3	Subscription Professional	\$46,656.00 \$0.00	01-Sep-2021	Net 30	Q-1167467
Total		USD \$144,468.00			



### Subscription Services Exhibit

Subscription Services Renewal. Qualtrics sends renewal notices to customers at least 60 days before the end of the term. Upon expiration of each term, the Subscription Services will automatically renew for a successive one- year term with a price increase of no more than 5% at such renewal, unless either party provides notice of nonrenewal within 60 days after receiving the renewal notice.

[Fees and description of Services on following page]



Expiration Date: 02-Sep-2019

YEAR 1 Q-1167181

#### SUBSCRIPTION SERVICES

EX5 State of the Art Quarterly

WorldNorms (Global Average) Custom Theme Stats IQ (Pivot and Regression) Stats IQ (Describe and Relate) Pulse/Engagement: 4 Lifecycle Survey (Unlimited) Contact Import and Distribution Automation WorldNorms (Included Cuts): 2 **EX** Implementation EX Core Number of Employees: up to 1200 BAA - Legal Services Action Planning Ad-hoc Surveys (Unlimited) Admin Users (Unlimited) Branded URL Text IQ

#### PROFESSIONAL SERVICES

EX Implementation EX Custom Implementation



## License Configuration

YEAR 2 Q-1167465

#### SUBSCRIPTION SERVICES

EX5 State of the Art Quarterly

Stats IQ (Describe and Relate) Stats IQ (Pivot and Regression) Text IQ WorldNorms (Global Average) WorldNorms (Included Cuts): 2 EX Custom Implementation EX Core Number of Employees: up to 1200 Pulse/Engagement: 4 BAA - Legal Services Action Planning Ad-hoc Surveys (Unlimited) Admin Users (Unlimited) Branded URL Custom Theme Contact Import and Distribution Automation Lifecycle Survey (Unlimited)



## License Configuration

YEAR 3 Q-1167467

#### SUBSCRIPTION SERVICES

EX5 State of the Art Quarterly

EX Core Number of Employees: up to 1200 WorldNorms (Included Cuts) : 2 Action Planning Ad-hoc Surveys (Unlimited) Admin Users (Unlimited) Branded URL WorldNorms (Global Average) Text IQ Stats IQ (Pivot and Regression) Stats IQ (Describe and Relate) Pulse/Engagement : 4 Lifecycle Survey (Unlimited) Contact Import and Distribution Automation Custom Theme BAA - Legal Services



#### **Professional Services Exhibit**

Customer agrees that Qualtrics may use partners to deliver any portion(s) of the Project at Qualtrics' discretion. **1. Definitions** 

- a. "Deliverables" refers to those implementation deliverables included in the Project Scope in Section 2.
- b. "Delivery Team" refers to the set of resources assigned for fulfillment of project scope.
- c. "Project" refers to the project that is the accumulation of Deliverables to be provided under this Professional Services Exhibit .
- d. "Standard Business Hours" are 0900 to 1700 hours according to the following regions:
  - i. Americas: Mountain Time (Salt Lake City)
  - ii. Europe: Greenwich Mean Time (Dublin)
  - iii. Asia Pacific: Australian Eastern Time (Sydney)

#### 2. Project Scope

- a. Inclusions
  - i. Deliverable descriptions are outlined in Schedule 1. Please note that **only the Deliverables listed immediately below are included in this Project**. Each line item represents a Deliverable and quantity.
    - EX Benchmark Data Load (1) EX Contact Import & Distribution Automation Support (1) EX Engagement Dashboard Advisement - one dashboard (1) EX Engagement Org Hierarchy Advisement (1) EX Engagement Project Management & Training (1) EX Engagement Survey Advisement - one survey (1)
    - EX Lifecycle Triggers & Directory Import Setup (1)
    - EX SMTP Relay Setup (1)
    - EX SPF Record Setup (1)
- b. Assumptions
  - i. For the duration of the Project, the Customer will provide the Delivery Team with access to Customer's Qualtrics brand (account) as a brand administrator.

#### 3. Responsibilities

- a. Delivery Team Responsibilities
  - i. Engages with Customer throughout the Project, keeping Customer informed of timelines and progress toward completion throughout the Project.
  - ii. Completes all items listed under Delivery Team Responsibilities in Schedule 1 for each Deliverable.
  - iii. Shares training resources as appropriate for each Deliverable, which may be in the form of live online training, online materials, and/or free online webinars.

- iv. Offers guidance and support required to ensure Customer can fulfill responsibilities listed in Schedule 1 for each Deliverable.
- v. For projects that involve a new license setup, provides initial configuration of license and Qualtrics account, including creation of up to 3 brand administrator users.
- vi. Delivery Team does not perform full setup and configuration of Qualtrics as a full-service implementation. Please see Schedule 1 for a list of Delivery Team and Customer responsibilities.
- vii. Unless the customer has contracted with an ongoing support team, the purpose of the Project is to train Customer to be able to manage the program when the Project is complete. Delivery team will conduct handoff to either Customer or Customer's ongoing support contact (if an ongoing support team has been contracted by Customer.)
- b. Customer Responsibilities
  - i. Engages actively throughout the Project, following a cadence decided with Delivery Team during kickoff call; changes or cancellations of any meetings require 24 hours' notice in order to avoid forfeiture of allotted time.
  - ii. Manages User Acceptance Testing ("**UAT**") process and any special testing requirements, ensuring that each stage of the Project is complete and the scope of work has been met. This may include:
    - **1.** Uploading sample data to the Qualtrics platform to test system functionality and license settings.
    - **2.** Validating that scoped features and settings were implemented correctly and meet the requirements of the Project.
    - **3.** Engaging other stakeholders within Customer's organization as needed to test technical or functional aspects of the Qualtrics platform.
  - iii. As needed, provides resources to fill all required roles for successful implementation, which may include project sponsorship, signatory, stakeholder management, project coordination, customer experience lead, technical lead, operational support.
  - iv. Completes all steps listed under Customer Responsibilities in Schedule 1 for each applicable Deliverable.
  - v. For projects that involve a new license setup, Customer provides required information for setup of brand administrator accounts; brand administrator users may create additional user accounts and manage access to the license, in accordance with any limitations specified in the license terms.
  - vi. Unless Customer has an existing contract with one of the ongoing support teams, Customer assumes full responsibility for the program following the Project period, and agrees to maintain all license features, including updates to Deliverables created during the Project, as well as the creation of any new Deliverables, including surveys and dashboards.

#### 4. Governance

- a. Delivery Team will coordinate with Customer to schedule a Project kickoff call, at which time the Project begins. Timing of kickoff call will be mutually agreed between Delivery Team and Customer based on Delivery Team availability and Customer's milestones. It is estimated that the Project will begin weeks after this agreement has been fully executed.
- b. The Project is complete based on completion of delivery and Customer's acceptance, per the terms of the Acceptance Criteria section.
- c. Unless otherwise agreed by both parties in writing, all interactions and meetings will be conducted in English, and will be conducted remotely, via phone, email, or videoconference.

#### 5. Acceptance Criteria

a. Once a Project phase is completed and the Delivery Team provides notification of the Deliverables for review and approval, the Customer will either (1) confirm the requirements have reasonably been met and sign off on the approval for the next implementation phase to begin or (2) reply to

the Delivery Team, in writing, detailing the specific requirements that must still be met. Upon mutual agreement, both parties may agree to extend the time period for UAT, though additional time may impact Project timelines and budget and be subject to a Change Order (as defined below).

- b. Ensures that all Deliverables are reviewed and signed off according to the following process:
  - i. Delivery Team will submit final drafts for review and sign-off at least 5 business days prior to the Deliverable completion date.
  - ii. Customer will sign off or report any issues within 5 business days of draft submission.
  - iii. The Delivery Team will correct reported issues within a mutually agreed time frame.
  - iv. Customer will provide written feedback and raise issues related to the reworked portion of the Deliverable within a mutually agreed time frame, and the Delivery Team will make changes necessary to resolve the issues.
  - v. Customer will provide final review and signoff on the reworked Deliverables within 2 business days.
  - vi. Deliverables will be considered accepted if the Customer does not provide written notification of Deliverable rejection within the timelines specified above.

#### 6. Third Party Vendors and Products

- a. Customer remains responsible for their own vendors and third parties providing services related hereto.
- b. Qualtrics is not responsible for third party products obtained by Customer.

#### 7. Change Orders

- a. If Customer or Delivery Team wishes to change the scope of the Project, they will submit details of the requested change to the other in writing. Delivery Team will, within a reasonable time after such request is received, provide a written estimate to Customer of changes to Project cost, timeline, and/or scope.
- b. Promptly after receipt of the written estimate, Customer and Delivery Team will negotiate and agree in writing on the terms of such change (a "Change Order"). Each Change Order complying with this Section will be considered an amendment to this Service Order.

#### 8. Payments and Fees

Item	Invoice Date	Price USD
EX5q Standard Implementation + Add-ons		\$3,750.00
Total:		\$3,750.00

#### Schedule 1 – Implementation Services Deliverables Glossary

This outlines all Deliverables that *may* be included in a Qualtrics Implementation, along with associated Delivery Team and Customer responsibilities. Deliverables listed below may not be included in the specific Project referenced in the above Service Order. For a list of specific Deliverables included in this Project, refer to Section 2: Project Scope above.

Unless otherwise noted, all Deliverables will be configured using standard features available in the Qualtrics platform; custom features can be scoped and purchased separately through Qualtrics Engineering Services. For all Deliverables, Customer is responsible for any setup or configuration beyond what the Delivery Team provides as part of the Project, including additional surveys or dashboards, and any required translations for surveys, dashboards, reports, Website Feedback creatives, or any other features of the Qualtrics platform. **Customer will maintain all aspects of the Deliverables after completion of the Project.** 

Deliverable + Description	Associated Responsibilities
EX Add'l Dashboard Advisement - per add'l dashboard	Can be used for either an Engagement or a Lifecycle dashboard. See <i>Engagement Dashboard Advisement</i> or <i>Lifecycle Dashboard Advisement</i> for specific responsibilities associated with each type of dashboard advisement.
EX Add'l Project Management & Training - per add'l project	<ul> <li>Delivery Team Responsibilities</li> <li>Conduct training on platform features included in Customer's license.</li> <li>Complete up to two (2) survey reviews per survey with Customer to ensure all logic, embedded data, survey options and instrumentation are implemented correctly for both survey experience and reporting requirements.</li> <li>Complete up to two (2) reviews per dashboard with Customer to ensure all aspects of the dashboard have been configured correctly based on reporting requirements.</li> <li>Customer Responsibilities</li> </ul>
	Ensure training attendees include the people at Customer's organization who will manage the program following the project timeframe. Build all required surveys using the Qualtrics platform, with advice and support from Delivery Team. Develop, apply and maintain any custom code (e.g., CSS, JavaScript, HTML) applied to the survey. Manage survey distribution through channel(s) supported by the platform (e.g. email). Build all required dashboards using the Qualtrics platform, with advice and support from Delivery Team. Manage dashboard access permissions and invitations, with advice and support from Delivery Team.
EX Add'l Survey Advisement - per add'l survey	Can be used for either an Engagement or a Lifecycle survey. See <i>Engagement Survey Advisement</i> or <i>Lifecycle Survey Advisement</i> for specific responsibilities associated with each type of dashboard advisement.
<b>EX Benchmark Data Load</b> Benchmarks are loaded into dashboards and display as a comparison column in the dashboard widgets for all dashboard users.	<ul> <li>Delivery Team Responsibilities</li> <li>Load (1) selected benchmark from the standard World Norm cuts into Customer dashboard as a comparison for this project.</li> <li>Customer Responsibilities</li> <li>Conduct user acceptance testing as needed to verify that the data load was successful.</li> </ul>

EX Contact Import & Distribution Automation Users often wish to sync their employee (HRIS) records with Qualtrics using automations that bring that data into Qualtrics on a regular schedule. For example, you may wish to import content from a hosted daily file drop, all under the most safe and secure transfer methods. With People Import Automations (also called Employee Directory Import Automations), you can create, configure, update, test, and review your own automation jobs, which streamlines your uploads to the employee directory.	Delivery Team Responsibilities         Provide assistance to the Customer covering the configuration and setup of (1)         Employee Directory Import using either Qualtric File Server (QSF) API endpoint         or SFTP connector with customer-hosted SFTP server.         Provide documentation related to Qualtrics File Service (QSF) and SFTP         Connector.         Provide guidance and assistance in configuration, testing and troubleshooting of:         • File processing rules         • Scheduling (hourly, daily, weekly)         • PGP encryption         Customer Responsibilities         If using SFTP connector, Customer will provide their own SFTP server.         (Qualtrics-hosted SFTP service must be scoped and purchased separately.)         Acquire any necessary login credentials before import is scheduled.         Provide a properly structured CSV file for import.         Set up additional imports if more than one is required.
<b>EX Dashboard Translation Support -</b> <b>per language, per dashboard</b> Have you ever wanted to share a dashboard with a client or colleague who spoke another language? With Label Translations, you can translate all the content in your dashboard.	<ul> <li>Delivery Team Responsibilities</li> <li>Advise Customer on how to use the Qualtrics platform to load label translations into one (1) dashboard.</li> <li>Assist with troubleshooting as needed.</li> <li>Customer Responsibilities</li> <li>Load data to Qualtrics platform.</li> <li>Conduct all required translation of dashboard labels.</li> </ul>
EX Delivery Timeline Extension - per week	<b>Delivery Team Responsibilities</b> Ensure the requested timeline extension is included in the Project plan.
EX Developer Tools Introductory Support The Qualtrics REST API allows querying of the Qualtrics platform using common URL syntax.	<ul> <li>Delivery Team Responsibilities</li> <li>Provide Customer with available API documentation and provide guidance on API access.</li> <li>Customer Responsibilities</li> <li>Ensure at least one (max of 10) developer familiar with the use of REST to access API endpoints is engaged in implementation Project.</li> <li>Configure requests using DELETE, PUT, GET or POST requests.</li> <li>Own setup, maintenance, and troubleshooting of any integrations built using the Qualtrics REST API.</li> <li>Note: Any custom coding required as part of the API setup must be done by Customer. Delivery Team does not offer assistance or consultation on custom coding.</li> </ul>
EX Engagement Dashboard Advisement	Delivery Team Responsibilities         Complete up to two (2) reviews per dashboard with Customer to ensure all aspects of the dashboard have been configured correctly based on reporting requirements.         Perform testing to confirm user permissions and data display.         Customer Responsibilities

	Build all required dashboards using the Qualtrics platform, with advice and
	support from Delivery Team.
	Manage dashboard access permissions and invitations, with advice and support from Delivery Team.
	Validate that dashboard data and permissions are configured correctly.
EX Engagement Org Hierarchy	Delivery Team Responsibilities
Advisement	Upload employee data file as provided by Customer.
Organization hierarchies allow you to manage manager-employee relationships	Generate one (1) organization hierarchy in the Qualtrics EX Platform.
throughout your organization.	Provide guidance to Customer on employee data import and generation of additional hierarchies.
	Customer Responsibilities
	Provide a single CSV (Comma Separated Values) data file to the Delivery Team with all required information to set up reporting hierarchy, as well as manager dashboard access specifications.
	Perform any data cleanup required to ensure successful import.
	Configure permissions to provide or restrict access to any or all of the employee data loaded into the Qualtrics platform.
EX Engagement Project Management &	Delivery Team Responsibilities
Training	Build project plan based on features included in Customer's license and requirements of Customer's program.
	Hold weekly project management meeting to review progress against project plan.
	Conduct training on platform features included in Customer's license.
	Customer Responsibilities
	Ensure relevant stakeholders attend weekly review meetings.
	Fulfill all items listed under Customer Responsibilities in this contract and Glossary in the timeframe set out in the project plan.
	Ensure training attendees include the people at Customer's company who will manage the program following the project timeframe.
EX Engagement Survey Advisement	Delivery Team Responsibilities
	Complete up to two (2) survey reviews per survey with Customer to ensure all logic, embedded data, survey options and instrumentation are implemented correctly for both survey experience and reporting requirements.
	Perform testing through generating test responses, survey preview, or other appropriate in-platform means to validate the survey setup and flow.
	Customer Responsibilities
	Build all required surveys using the Qualtrics platform, with advice and support from Delivery Team.
	Develop, apply and maintain any custom code (e.g., CSS, JavaScript, HTML) applied to the survey.
	Manage survey distribution through channel(s) supported by the platform (e.g. email).
	Validate that all responses are collected in the format expected before the first project is launched.
EX Full Dashboard Build - per	Delivery Team Responsibilities
dashboard	Conduct a scoping and design call with Customer upon commencement of license to agree upon dashboard content and layout.

results of ongoing research programs by mapping one or more data sources into dynamic visualizations called widgets. Widgets dynamically present data in graphs, pictures, and tables. Dashboard pages can be used to group widgets in impactful ways. Both pages and widgets can be filtered, edited, and shared with restrictions based	Configure one (1) dashboard with up to eight (8) pages, including up to forty (40) widgets per page, after surveys have been programmed by Customer. Any delays in completing the design and programming of the survey may result in a delay of the survey mapping. Connect the dashboard to one (1) survey. Map up to fifty (50) survey questions and up to ten (10) embedded data fields to the dashboard. Dashboard to be built in English, using standard features. More details on
on audience needs and security levels.	product capabilities may be found on Qualtrics Support web pages available at www.qualtrics.com/support <b>Customer Responsibilities</b> Design and program all survey(s) that are to be mapped to dashboards. Determine survey and key metrics to be used in the dashboard. Create needed user accounts, either manually or via batch upload, and ensure that any users who require data restrictions or role-based access have appropriate attributes saved in the Qualtrics platform. Assign dashboard access permissions in the Qualtrics platform for all relevant stakeholders. Validate that the correct data has been mapped, widgets and filters work as expected, and user permissions are set accurately. Maintain the dashboard after the implementation period, including the addition of further surveys, changes in layout, and changes in access for dashboard users.
	users.
EX Full Survey Build - per survey	Delivery Team Responsibilities
	Configure one (1) survey with up to fifty (50) questions and up to ten (10) embedded data fields using standard Qualtrics functionality.
(	Complete up to two rounds of revisions based on input from Customer.
c	Customer Responsibilities
F	Provide documentation clearly outlining survey content.
	Provide feedback on survey drafts provided by Delivery Team.
n	Nominate test respondents, manage internal communication and completion milestones for any User Acceptance Testing.
	Validate that all responses are collected in the format expected before the first project is launched.
EX Historical Data Import Support - per	Delivery Team Responsibilities
Historical survey data may be loaded into y the dashboard for this project, adding a	Provide guidance on up to two (2) historical data import(s), with up to one (1) year of historic data for one (1) project each, based on survey questionnaire file and draft response data file from Customer.
additional context and trend information to	Import the populated participant and response data files into the container survey, and use the participant data to generate one historical hierarchy.
F	Provide to Customer templates for participant data (if required) and response data.
	Customer Responsibilities
	Configure a new survey or create a copy of an existing survey to be used as a container for historical data import.
F	Populate participant data and response data templates with historical data to be imported into Qualtrics platform.

	<b>Note:</b> Any delays in providing survey questionnaire, final participant data and final response data files may result in a delay of mapping historical data into dashboard(s).
EX Implementation Lifecycle Base Package	This package can be added to any EX3 or EX5 license, and can be used for support with a Lifecycle project. Package includes one (1) <i>Lifecycle Survey Advisement</i> , one (1) <i>Lifecycle Dashboard Advisement</i> , as well as <i>Project Management &amp; Training</i> for one (1) Lifecycle project. Please see each deliverable for specific Delivery Team and Customer responsibilities.
EX Lifecycle Dashboard Advisement	Delivery Team Responsibilities
	Complete up to two (2) reviews per dashboard with Customer to ensure all aspects of the dashboard have been configured correctly based on reporting requirements.
	Perform testing to confirm user permissions and data display.
	Customer Responsibilities
	Build all required dashboards using the Qualtrics platform, with advice and support from Delivery Team.
	Manage dashboard access permissions and invitations, with advice and support from Delivery Team.
	Validate that dashboard data and permissions are configured correctly.
EX Lifecycle Project Management &	Delivery Team Responsibilities
Training	Build project plan based on features included in Customer's license and requirements of Customer's program.
	Hold weekly project management meeting to review progress against project plan.
	Conduct training on platform features included in Customer's license.
	Customer Responsibilities
	Ensure relevant stakeholders attend weekly review meetings.
	Fulfill all items listed under Customer Responsibilities in this contract and Glossary in the timeframe set out in the project plan.
	Ensure training attendees include the people at Customer's company who will manage the program following the project timeframe.
EX Lifecycle Survey Advisement	Delivery Team Responsibilities
	Complete up to two (2) survey reviews per survey with Customer to ensure all logic, embedded data, survey options and instrumentation are implemented correctly for both survey experience and reporting requirements.
	Perform testing through generating test responses, survey preview, or other appropriate in-platform means to validate the survey setup and flow.
	Customer Responsibilities
	Build all required surveys using the Qualtrics platform, with advice and support from Delivery Team.
	Develop, apply and maintain any custom code (e.g., CSS, JavaScript, HTML) applied to the survey.
	Manage survey distribution through channel(s) supported by the platform (e.g. email).
	Validate that all responses are collected in the format expected before the first project is launched.

EV Life couls Trianens & Directory	Delliner Teer Bernerelle 1141er			
EX Lifecycle Triggers & Directory Import Setup	<b>Delivery Team Responsibilities</b> Provide assistance to the Customer covering the configuration and setup of (1) Employee Directory Import and one (1) Lifecycle Survey automation trigger using either Qualtrics File Server (QSF) API endpoint or SFTP connector with customer-hosted SFTP server.			
	Provide documentation related to Qualtrics File Service (QSF) and SFTP Connector.			
	Provide guidance and assistance in configuration, testing and troubleshooting of:			
	<ul><li>File processing rules</li><li>Scheduling (hourly, daily, weekly)</li><li>PGP encryption</li></ul>			
	Provide guidance and assistance in configuration, testing and troubleshooting of Lifecycle Survey automation trigger.			
	Customer Responsibilities			
	If using SFTP connector, Customer will provide their own SFTP server. (Qualtrics-hosted SFTP service must be scoped and purchased separately.) Acquire any necessary login credentials before import is scheduled.			
	Provide a properly structured CSV file for import.			
	Set up additional automation triggers if more than one is required.			
<b>EX SMTP (Simple Mail Transfer Protocol) Relay Setup</b> An SMTP relay involves sending emails from Qualtrics email servers to Customer email servers with the instruction to forward them to the originally intended recipient (the individual potential respondent in each case).	Delivery Team Responsibilities         Test the SMTP connection before enabling the relay for all outgoing email from Customer's Qualtrics brand.         Provide IP ranges as needed.         Customer Responsibilities         Ensure that Customer organization maintains email server capable of handling multiple simultaneous connections from Qualtrics and sending multiple emails per second (<150ms response time is desirable).			
EX SPF (Sender Policy Framework) Record Setup An SPF record can be used to grant permission for another entity to send mail on their behalf, as if it has been sent from the original domain ourger	<b>Delivery Team Responsibilities</b> Verify that SPF record exists on the Customer domain. Set permission for Customer domain to send email as coming from Customer's Qualtrics brand.			
the original domain owner.	<b>Customer Responsibilities</b> Ensure that SPF setup is completed by the administrator of the Customer domain prior to SPF setup on Customer's Qualtrics brand.			
EX SSO (Single Sign-On) Configuration With Single Sign-On (SSO), users can log into the Qualtrics platform using their organization's internal login system, providing a seamless user experience, and allowing simple attribution of	Delivery Team Responsibilities Provide documentation, specifications, and requirements for SSO set-up. Conduct Q&A session with Customer and Customer IT/SSO team to identify any potential roadblocks, including a non-standard SSO system. Configure a test brand to validate SSO setup. Provide configuration details for the test brand and a login URL for setup			
responses.	validation. Provide support in troubleshooting any errors that arise in the test instance.			

SSO is configured using standard Qualtrics SSO capabilities. For an overview of supported SSO types and system requirements, see https://www.qualtrics.com/support/survey- platform/sp-administration/single-sign- on/.	Test the SSO setup within a test brand before transferring to the live brand. After successful testing of the configuration, provide configuration details to the Customer for the live brand, then transfer the configuration to the live brand. <b>Customer Responsibilities</b> Provide key configuration details of SSO system as requested by Delivery Team, dependent on the type of SSO connection. If customer SSO can support it, ensure SSO is set up to pass any user attributes required for dashboard permissioning. Ensure that a user in the Customer's IdP can successfully login to the Qualtrics platform using their SSO credentials.
<b>EX Survey Translation Support - per</b> <b>language, per survey</b> <i>Multiple languages can be added to a</i> <i>single survey within the Qualtrics</i> <i>platform, allowing localization of survey</i> <i>display language while maintaining all</i> <i>responses within a single dataset.</i>	Delivery Team Responsibilities         Advise Customer on how to use the Qualtrics platform to load survey translations.         Assist with troubleshooting as needed.         Customer Responsibilities         Load data to Qualtrics platform.         Conduct all required translation of survey questions, messages, etc.

### **Action Request**

	Committee:	Board of Commissioners
	Meeting Date:	06/25/2019
	Requesting Department:	Community Mental Health
	Submitted By	Marcie Ver Beek
Ottawa County Where You Belong	Agenda Item:	Community Mental Health Personnel Request

#### Suggested Motion:

To approve the request from Community Mental Health to upgrade the 1.0 FTE Recovery Coach position from a Group T CMH-T-7 to a Group T CMH-T-9 for an additional cost of \$2,487.

#### Summary of Request:

The Recovery Coach provides a broad range of services for individuals with serious mental health illness and/or substance use disorders, including conducting assessments and providing recovery coaching for consumers. The Recovery Coach implements treatment plans to assist consumers in attaining recovery goals and maximizing independence and community inclusion. The ACT/IDDT team serves the most mentally ill clients in the CMH system, therefore requiring the Recovery Coach to perform additional responsibilities. The upgrade of this position will align the job functions with the appropriate pay grade. It is requested to upgrade the 1.0 FTE Recovery Coach position from a Group T CMH-T-7 to a Group T CMH-T-9 for an additional cost of \$2,487.

Financial Information:						
Total Cost: \$2,487.00	General Fund Cost:	\$2,487.00	Included in Budget:	Yes	√ No	□ N/A
If not included in budget, recomm	nended funding	source:				
Current appropriations in	Community Me	ental Health Fund				
Action is Related to an Activity	Which Is:	✓ Mandated	] Non-Mandated		New	Activity
Action is Related to Strategic P	'lan:					
Goal: Goal 2: To Contribute to the Long-Term	Economic, Social and	Environmental Health of the Count	у.			
Goal 4: To Continually Improve the Cou	nty'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:	Recommende	ed 🛛 🗌 Not Recon	nmended	Without F	Recomme	endation
County Administrator:	S. Vauful	rig				
Committee/Governing/Advisory	3oard Approval	Date: 06/18/2019	Finance and A	Administration	Committee	
		V				



# **Recovery Coach**

Class Code: 5557

Bargaining Unit: Group T

OTTAWA COUNTY Established Date: Apr 8, 2016 Revision Date: May 31, 2019

# SALARY RANGE

\$0.00 Hourly \$0.00 Annually

# JOB DESCRIPTION:

Under the supervision of a Mental Health Program Coordinator, this professional position is responsible for a broad range of services for individuals with serious mental health illess and/or substance use disorders. Services are mobile and community-based, including conducting assessments and providing recovery coaching for consumers. Implements treatment plans to assist consumers in attaining recovery goals and maximizing independence and community inclusion.

# **ESSENTIAL JOB FUNCTIONS:**

# The essential job functions of this position include, but are not limited to, the following:

- 1. Provides direct services to consumers consistent with established treatment plans and Evidence Based Practices, which may include but is not limited to sharing personal story of recovery; providing encouragement and acting as a role model of competency in recovery; and offering or recommending specific treatment modalities specific to promoting recovery.
- 2. Conducts comprehensive, quality assessments, of ACT consumers on a daily basis.
- 3. Provides services to consumers, mainly in their homes and in the community. Services may include, but are not limited to, medication monitoring; crisis intervention; assistance with addressing basic needs; and case management.
- 4. Assists consumers during emergency situations by determining needs and coordinating placement into hospitals or other medical and/or psychiatric settings as needed. This position is part of the on-call rotation, providing ACT consumers service during the evening and weekends.
- 5. Attends team meetings and other meetings as necessary, which may include meetings with other Recovery Coaches and/or substance use disorder treatment

agencies, strengthening relationships with community providers to provide options for ACT consumers.

- 6. Maintains work level within established productivity goals.
- 7. Maintains positive community contacts.
- 8. Participates in, and may serve as facilitator for, the treatment planning process, offering ideas for recovery oriented goals and encouraging healthy decision-making relative to their psychosocial rehabilitation and recovery goals.
- 9. Completes required paperwork in an accurate and timely fashion.
- 10. Performs other functions as assigned.

### **REQUIRED EDUCATION, TRAINING AND EXPERIENCE:**

**Required Education, Training, and Experience:** 

High school diploma or GED. Associates degree preferred. Lived experience with and sustained recovery (minimum 2 years) from substance use disorder required.

#### **Licenses and Certifications:**

Michigan Certification as Recovery Coach (CCAR trained) and Michigan Department of Health and Human Services Certified Peer Recovery Coach, or have the ability to be trained and certified.

Valid State of Michigan Driver's License.

### ADDITIONAL REQUIREMENTS AND INFORMATION:

**Required Knowledge and Skills:** 

- 1. Good working knowledge of the principles and practices of clinical assessment and DSM 5/ICD 10 criteria.
- 2. Good working knowledge of community resources, and specifically substance use disorder resources.
- 3. Demonstrates flexibility in the selection of interventions for each consumer.
- 4. Establishes therapeutic alliance with consumers.
- 5. Demonstrates an understanding of severe mental illness and co-occurring substance use disorders, and applies this to everyday work.
- 6. Works well with colleagues, both intra- and interagency.
- 7. Good working knowledge of the principles and practices of medical record documentation and medical records management.

- 8. Shows willingness to learn and use new skills and take regular advantage of internal and external training and staff development opportunities and resources.
- 9. Computer literacy and working knowledge of word processing, spreadsheet, database, and other necessary software programs.
- 10. Good working knowledge of recovery principles and willingness to share personal journey of recovery with others.
- 11. Good working knowledge of Evidence Based Practices related to target population.

#### **Physical Requirements:**

- 1. Must have sufficient visual acuity with or without corrective lenses to visually observe clients and detect signs of changes in consumer behavior, adverse medication reactions, or other activity or event requiring intervention.
- 2. Must be able to bend, reach, and lift up to 25 pounds.
- 3. Must be able to navigate stairs and ambulate across uneven pavement/surfaces.

#### Working Conditions:

Services primarily are provided in the consumer's home or other community settings, along with office-based work.

2019		FTE	Wages	Benefits	TOTAL COST
Recovery Coach	T7- Step C	1.0000	33,804.94	30,430.56	64,235.50
Proposed	T9- Step C	1.0000	35,730.76	30,991.23	66,721.99
				Cost Increase:	2,486.50