



Roger A. Bergman
Chairperson

Matthew R. Fenske
Vice-Chairperson

Ottawa County

Board of Commissioners

To All Ottawa County Commissioners:

The Ottawa County Board of Commissioners will meet on **Tuesday, January 28, 2020 at 1:30 PM** for the regular January meeting of the Board at the Ottawa County Fillmore Street Complex in West Olive, Michigan.

The Agenda is as follows:

1. Call to Order by the Chairperson
2. Invocation – Commissioner Dannenberg
3. Pledge of Allegiance to the Flag
4. Roll Call
5. Presentation of Petitions and Communications
6. Public Comments and Communications from County Staff
7. Approval of Agenda
8. Actions and Reports

A. Consent Resolutions:

From the County Clerk/Register

- I. Board of Commissioners Meeting Minutes

Suggested Motion:

To approve the Minutes of the [January 2, 2020 Board of Commissioners Organizational meeting](#), the [January 14, 2020 Board of Commissioners meeting](#), and the [January 14, 2020 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. Kuylers Gregory J. DeJong

From Administration

2. [Accounts Payable for January 6 -17, 2020](#)

Suggested Motion:

To approve the general claims in the amount of \$6,392,102.38 as presented by the summary report for January 6 -17, 2020.

B. Action Items:

From the Planning and Policy Committee

1. [Ottawa Sands Master Plan Consultant](#)

Suggested Motion:

To approve the modified proposal from VIRIDIS Design Group in the amount of \$67,460 for master planning services at the Ottawa Sands Park site.

From the Finance and Administration Committee

2. [2019 and 2020 Budget Adjustments](#)

Suggested Motion:

To approve the 2019 and 2020 budget adjustments per the attached schedule.

3. [Professional Services with Imagesoft, Inc.](#)

Suggested Motion:

To authorize the Board Chairperson and Clerk/Register to sign the Master Service Agreement, System Maintenance Agreement, and State of Work with Imagesoft, Inc. to implement Smartbench for \$231,721.

4. [Replacement of Fitness Equipment](#)

Suggested Motion:

To authorize the Board Chairperson and Clerk/Register to sign the five-year lease agreement with Strengthio Fitness to provide various fitness equipment at the County's various fitness centers.

5. [Bizlog, LLC Agreement](#)

Suggested Motion:

To authorize the Board Chairperson and Clerk/Register to sign the Bizlog Mileage Reimbursement Services Agreement to implement Triplog.

6. [Public Health Organizational Personnel Changes](#)

Suggested Motion:

To approve the request from Public Health to make the following position changes:

1) increase the FTE of one Public Health Social Worker from 0.8 to 1.0 FTE (Group T-13) at a cost of \$16,166; 2) add two part-time, non-benefited Health Educators (19.5 hr/week) at a cost of \$57,469; 3) and increase one Health Technician to a Group T-8 at a cost of \$6328.48.

7. [Community Mental Health Organizational Personnel Changes](#)

Suggested Motion:

To approve the request from CMH to make the following position changes: 1) increase in salary for Staff Psychiatrist and move the position from contracted to a benefitted unclassified position at CMH Unclassified-20, at a cost of \$409,272; 2) increase the salary for the Nurse Practitioner (2 FTE's) from an CMH Unclassified-11 to CMH Unclassified-12 at a cost of \$23,000; 3) add two FTE's Commission Based Therapist positions at a cost of \$86,871, for a six month pilot program; 4) add one FTE Grant Writer/Manager at CMH Group T-5, at a cost of \$90,812.81; 5) add one Family Services Mental Health Aide at CMH Group T-12, at a cost of \$78,798; 6) add one Community Navigator Clinician at CMH Group T-15, at a cost of \$90,812.81; 7) and add one Community Navigator Aide at CMH Group T-12, at a cost of \$78,798.

From Administration

8. [Proposed Resolution to Offer Ottawa County's Consent to Initial Refugee Resettlement in Ottawa County Pursuant to Executive Order No. 13888](#)

Suggested Motion:

To approve the proposed Resolution to offer Ottawa County's consent to initial refugee resettlement in Ottawa County pursuant to President Trump's Executive Order No. 13888, and direct the Administrator to send such a letter in light of the Secretary of State's guidance, which is to interpret the President's use of "local government" or "locality" in the EO to mean, "county."

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

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

The Ottawa County Board of Commissioners met on Thursday, January 2, 2020, at 1:00 p.m. and was called to order by the Deputy Clerk.

Commissioner Terpstra pronounced the invocation.

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

Present to roll call: Francisco Garcia, Joseph Baumann, Douglas Zylstra, Allen Dannenberg, Randall Meppelink, Kyle Terpstra, James Holtvluwer, Gregory DeJong, Philip Kuyers, Roger Bergman, Matthew Fenske. (11)

- B/C 20-001 Philip Kuyers moved to approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution setting a one (1) year term for the position of Ottawa County Board Chairperson. The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Francisco Garcia, Allen Dannenberg, Gregory DeJong, Douglas Zylstra, Kyle Terpstra, Randall Meppelink, Joseph Baumann, Matthew Fenske, Roger Bergman. (11)
- B/C 20-002 The Deputy Clerk opened the floor for nominations for Temporary Chairman.
- B/C 20-003 Joseph Baumann moved to nominate Philip Kuyers as Temporary Chairman. The motion passed.
- Philip Kuyers, as Temporary Chairman, opened the floor for nominations for the Chairman of the Board of Commissioners.
- B/C 20-004 Gregory DeJong moved to nominate Roger Bergman as Chairman of the Board of Commissioners. The motion passed.
- Chairman Bergman called for nominations for the office of Vice-Chairman of the Board of Commissioners.
- B/C 20-005 Gregory DeJong moved to nominate Matthew Fenske as Vice-Chairman of the Board of Commissioners. The motion passed.
- The Honorable Judge Mark Feyen administered the Oath of Office to Chairman Bergman and Vice-Chairman Fenske.
- B/C 20-006 Allen Dannenberg moved to approve the Board of Commissioners Committee appointments for 2020 and the 2020 Rules of the Ottawa County Board of Commissioners. The motion passed.

2020 Board of Commissioner and Committee Meetings Schedule	
Board of Commissioner Meetings	2nd and 4th Tuesday of each Month at 1:30 pm
Planning and Policy Committee	3rd Tuesday of each Month at 8:30 am
Health and Human Services Committee	2nd Wednesday of each Month at 9:00 am
Finance and Administration Committee	3rd Tuesday of each Month at 10:30 am
Talent and Recruitment Committee	Quarterly 4/7, 7/7 & 10/19 at 1:30 pm & as needed on the 2nd or 4th Tuesday immediately prior to the regular BOC meeting. (2020 schedule)
2020 Standing Committee Assignments	
Health and Human Services Jim Holtvluwer, Chair Doug Zylstra Al Dannenberg Kyle Terpstra Randy Meppelink	Planning and Policy Greg DeJong, Chair Matt Fenske Frank Garcia Al Dannenberg Phil Kuyers
Finance and Administration Joe Baumann, Chair Greg DeJong Matt Fenske Kyle Terpstra Phil Kuyers	Talent and Recruitment Frank Garcia, Chair Doug Zylstra Jim Holtvluwer Randy Meppelink Joe Baumann
2020 Board and Commission Assignments	
Chair Bergman Area Community Services Employment & Training Council (ACSET) Lloyd's Bayou Lake Board Ottawa County Insurance Authority Plat Board Spring Lake, Lake Board	Meppelink Kent Ottawa Muskegon Foreign Trade Zone Authority Land Bank Authority (LBA) Ottawa County Central Dispatch Authority Policy Board Veteran's Affairs Committee
Vice-Chair Fenske Agricultural Technology Incubator Agriculture Preservation Board Community Corrections Advisory Board MSU Extension Advisory Board Ottawa County Community Mental Health Board West Michigan Shoreline Regional Development Commission	Kuyers Parks and Recreation Commission
	Terpstra Comprehensive Economic Development Strategy Committee (CEDS) Local Emergency Planning Commission (LEPC) MSU Extension Advisory Board Solid Waste Planning Committee
Garcia Area Community Services Employment & Training Council (ACSET) Holland Local Development Authority Board Ottawa County Planning Commission West Michigan Regional Planning Commission	Holtvluwer Grand Valley Metropolitan Council (GVMC) Ottawa County Community Mental Health Board Parks and Recreation Commission Remonumentation Committee
DeJong Brownfield Redevelopment Authority Ottawa County Economic Development Corporation Ottawa County Insurance Authority Parks and Recreation Commission	Dannenberg Food Services Appeals Board Lakeshore Regional Entity (LRE) Oversight Policy Board Ottawa County Community Mental Health Board West Michigan Enforcement Team Policy Board (WEMET)
Baumann Drain Board Macatawa Area Coordinating Council Policy Board (MACC) Ottawa County Insurance Authority	Zylstra Ottawa County Community Mental Health Board Ottawa County Planning Commission West Michigan Airport Authority (Tulip City Airport)

2020 Board and Commission Assignments	
Agricultural Technology Incubator	Matt Fenske
Agriculture Preservation Board	Matt Fenske
Area Community Services Employment & Training Council (ACSET)	Roger Bergman, Frank Garcia
Brownfield Redevelopment Authority	Greg DeJong
Community Corrections Advisory Board	Matt Fenske
Comprehensive Economic Development Strategy Committee (CEDS)	Kyle Terpstra
Drain Board	Joe Baumann
Food Services Appeals Board	Al Dannenberg
Grand Valley Metropolitan Council (GVMC)	Jim Holtvluwer
Holland Local Development Authority Board	Frank Garcia
Kent Ottawa Muskegon Foreign Trade Zone Authority	Randy Meppelink
Lakeshore Regional Entity (LRE) Oversight Policy Board	Al Dannenberg
Land Bank Authority (LBA)	Randy Meppelink
Lloyd's Bayou Lake Board	Roger Bergman
Local Emergency Planning Commission (LEPC)	Kyle Terpstra
Macatawa Area Coordinating Council Policy Board (MACC)	Joe Baumann
MSU Extension Advisory Board	Kyle Terpstra, Matt Fenske
Ottawa County Central Dispatch Authority Policy Board	Randy Meppelink
Ottawa County Economic Development Corporation	Greg DeJong
Ottawa County Insurance Authority	Joe Baumann, Roger Bergman, Greg DeJong
Ottawa County Community Mental Health Board	Al Dannenberg, Doug Zylstra, Jim Holtvluwer, Matt Fenske
Ottawa County Planning Commission	Doug Zylstra, Frank Garcia
Parks and Recreation Commission	Jim Holtvluwer, Phil Kuyers, Greg DeJong
Remonumentation Committee	Jim Holtvluwer
Solid Waste Planning Committee	Kyle Terpstra
Spring Lake, Lake Board	Roger Bergman
Veteran's Affairs Committee	Randy Meppelink
West Michigan Airport Authority (Tulip City Airport)	Doug Zylstra
West Michigan Enforcement Team Policy Board (WEMET)	Al Dannenberg
West Michigan Regional Planning Commission	Frank Garcia
West Michigan Shoreline Regional Development Commission	Matt Fenske

B/C 20-007 Matthew Fenske moved to approve and authorize the Board Chairperson and Clerk/Register to sign a Resolution authorizing the Ottawa County Treasurer to waive administration fees and interest for real property taxes paid prior to May 1 by qualified persons, as set forth in the Resolution. The motion passed as shown by the following votes: Yeas: Francisco Garcia, Matthew Fenske, Douglas Zylstra, Allen Dannenberg, Kyle Terpstra, Randall Meppelink, James Holtvluwer, Joseph Baumann, Philip Kuyers, Gregory DeJong, Roger Bergman. (11)

B/C 20-008 Francisco Garcia moved to approve the following Appointments #1 - #12:

1. Agricultural Preservation Board

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

*Josh Hucul

and to select one (1) to fill one (1) real Estate/Land Development vacancy beginning January 1, 2020 and ending December 31, 2022.

2. Building Authority

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

*Terry Blanchard

*Gary Rosema

*Mark Scheerhorn

and to select three (3) to fill three (3) Member vacancies beginning January 1, 2020 and ending December 31, 2021.

3. Community Action Agency Advisory Board

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

*Stephanie Machiela

*Rosa Hernandez

*Barbara Hooper

and to select three (3) to fill three (3) Private Sector vacancies beginning January 1, 2020 and ending December 31, 2022.

4. Community Corrections Advisory Board

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

*Matt Messer

and to select one (1) to fill one (1) Chief of Police vacancy beginning January 1, 2020 and ending December 31, 2021.

*Heath White

and to select one (1) to fill one (1) MDOC vacancy beginning January 1, 2020 and ending December 31, 2021.

5. Comprehensive Economic Development Committee

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

*Amanda Murray

and to select one (1) to fill one (1) Private Sector vacancy to beginning January 1, 2020 and ending December 31, 2020.

6. Officers' Compensation Commission

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

*William Huff

*John Field Reichardt

and to select two (2) to fill two (2) Member vacancies beginning January 1, 2020 and ending December 31, 2023.

7. Ottawa County Economic Development Corporation/Brownfield Redevelopment Authority

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

*Kirk Perschbacher

and to select one (1) to fill one (1) Director vacancy beginning January 1, 2020 and ending December 31, 2025.

8. Ottawa County Housing Commission

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

*Virginia Beard

and to select one (1) to fill one (1) Member vacancy beginning January 1, 2020 and ending December 31, 2024.

9. Ottawa County Planning Commission

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

*Ted Malefyt

and to select one (1) to fill one (1) Education/Public School District vacancy beginning January 1, 2020 and ending December 31, 2022.

*Ric Gajewski

and to select one (1) to fill one (1) Member vacancy beginning January 1, 2020 and ending December 31, 2022.

*Kirk Perschbacher

and to select one (1) to fill one (1) Natural Resources vacancy beginning January 1, 2020 and ending December 31, 2022.

10. Remonumentation Committee

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

*Dale Sall

and to select one (1) to fill one (1) Realtor vacancy beginning January 1, 2020 and ending December 31, 2021.

*Brett Laughlin

and to select one (1) to fill one (1) Road Commission vacancy beginning January 1, 2020 and ending December 31, 2021.

*Josh Westgate

and to select one (1) to fill one (1) Supervisor/Assessor vacancy beginning January 1, 2020 and ending December 31, 2021.

*Matt Nederveld

and to select one (1) to fill one (1) Surveyor vacancy beginning January 1, 2020 and ending December 31, 2021.

11. Veteran's Affairs Committee

To place into nomination and forward to the Board of Commissioners the names of (*indicates recommendation from the Interview Subcommittee):

*Stu Visser

*Nicholas Knebl

and to select two (2) to fill two (2) War Veteran vacancies beginning January 1, 2020 and ending December 31, 2022.

12. West Michigan Regional Planning Commission

To place into nomination and forward to the Board of Commissioners the name of (*indicates recommendation from the Interview Subcommittee):

*Amanda Murray

and to select one (1) to fill one (1) Ottawa County Private Sector vacancy beginning January 1, 2020 and ending December 31, 2020.

The motion passed as shown by the following votes: Yeas: Allen Dannenberg, Joseph Baumann, Matthew Fenske, Randall Meppelink, Kyler Terpstra, Francisco Garcia, Gregory DeJong, James Holtvluwer, Douglas Zylstra, Philip Kuyers, Roger Berman. (11)

B/C 20-009

Francisco Garcia moved to place into nomination the names of (*indicates recommendation from the Interview Subcommittee):

Dulane Coval

*Linda McAffrey

*Jane Longstreet

Anita Yoder

Lukas Hill

and to select two (2) to fill two (2) Public vacancies to beginning January 1, 2020 and ending December 31, 2022.

Roll call vote:

Mr. Dannenberg – McAffrey, Longstreet

Mr. Baumann – McAffrey, Longstreet

Mr. Fenske – McAffrey, Longstreet

Mr. Meppelink – McAffrey, Longstreet

Mr. Terpstra – McAffrey, Longstreet

Mr. Garcia – McAffrey, Hill

Mr. DeJong – McAffrey, Hill

Mr. Holtvluwer – McAffrey, Longstreet

Mr. Zylstra – McAffrey, Longstreet

Mr. Kuyers – McAffrey, Hill

Mr. Bergman – McAffrey, Hill

Total votes received: Coval – 0, McAffrey – 11, Longstreet – 7, Yoder – 0, Hill – 4

The Deputy Clerk declared Linda McAffrey and Jane Longstreet appointed to the Ottawa County Parks and Recreation Committee.

Public Comments

Roger Bergman thanked the Board of Commissioners for electing him as the 2020 Ottawa County Board Chairman.

B/C 20-010 James Holtvluwer moved to adjourn at 1:18 p.m. subject to the call of the Chair. The motion passed.

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

ROGER A. BERGMAN, Chairman
Of the Board of Commissioners

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

The Ottawa County Board of Commissioners met on Tuesday, January 14, 2020, at 1:30 p.m. and was called to order by the Chair.

Commissioner Zylstra 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: Francisco Garcia, Joseph Baumann, Douglas Zylstra, Allen Dannenberg, Randall Meppelink, Kyle Terpstra, James Holtvluwer, Gregory DeJong, Roger Bergman, Matthew Fenske. (10)

Absent: Philip Kuyers. (1)

Public Comments and Communications from County Staff

Public Comments were made by the following regarding Executive Order 13888:

1. Larry Lynn, 43 S. 168th, Holland
2. Kristine Van Noord, Bethany Christian Services
3. Tim Staal, 99 W. 11th Street, Holland
4. Ernesto Villarreal, 82 W. 17th Street, Holland
5. Muhammad Zadran, 517 136th Avenue, Holland
6. Jared Cramer, 11571 Oak Grove, Grand Haven
7. Lauren Bartlett, 82 W. 17th Street, Holland
8. Janelle Lopez-Koolhaas, 347 Washington Blvd., Holland
9. Meika Weiss, 60 E. 21st Street, Holland
10. Reyna Masko, 513 Woodlawn, Grand Haven
11. Nate Schipper, 156 39th Street, Holland
12. Ruby Hamacher, 3360 Clear View Drive, Holland
13. Paul Van Kempen, Pheasant Run, Holland

14. Kevin Bowling, Circuit Court Administrator, announced Sandi Metcalf, Juvenile Court Director, is retiring on Friday, January 24th.

15. Alan Vanderberg, Administrator, stated the Resolution regarding Executive Order 13888 was not on today's agenda but will be on the January 28th agenda.
 - A. Outstanding Customer Service Award Recipients
 1. Chairman Bergman presented Chris Todd, Ottawa County Sheriff's Department, with the External Recipient Outstanding Customer Service Award.
 2. Chairman Bergman presented Robert Wittum, Ottawa County Sheriff's Department, with the Internal Recipient Outstanding Customer Service Award.

B/C 20-011 Matthew Fenske moved to approve the agenda of today as presented. The motion passed.

B/C 20-012 Matthew Fenske moved to approve the following Consent Resolutions:

1. To approve the Minutes of the December 10, 2019 Board of Commissioners meeting and the December 10, 2019 Board of Commissioners Work Session.
2. To approve the general claims in the amount of \$13,368,815.69 as presented by the summary report for December 2, 2019 – January 3, 2020.
3. To receive for information the Ottawa County Parks and Recreation 2019 Annual Report.
4. To receive for information the Ottawa County Treasurer's Office 2019 Annual Report.

The motion passed as shown by the following votes: Yeas: Matthew Fenske, Douglas Zylstra, Francisco Garcia, James Holtvluwer, Joseph Baumann, Gregory DeJong, Randall Meppelink, Allen Dannenberg, Kyle Terpstra, Roger Bergman. (10)

B/C 20-013 Joseph Baumann moved to approve the 2019 and 2020 budget adjustments per the attached schedule. The motion passed as shown by the following votes: Yeas: Douglas Zylstra, Matthew Fenske, Joseph Baumann, Francisco Garcia, Randall Meppelink, Allen Dannenberg, Gregory DeJong, James Holtvluwer, Kyle Terpstra, Roger Bergman, (10)

B/C 20-014 Joseph Baumann moved to approve and authorize he Board Chairperson and Clerk/ Register to sign the Conservation Easement Option Agreement with Carson L. DeHaan in the amount of \$315,000.00 for 37 acres located in Blendon Township, Michigan. The motion passed a shown by the following votes: Yeas: Joseph Baumann Francisco Garcia, Randall Meppelink, James Holtvluwer, Gregory DeJong, Douglas Zylstra, Allen Dannenberg, Matthew Fenske, Roger Bergman. (9)

Nay: Kyle Terpstra. (1)

B/C 20-015 Joseph Baumann moved to approve the proposed increase of select fees for the cost of services provided under contract by the Sheriff's Office. The motion passed as shown by the following votes: Yeas: Kyle Terpstra, James Holtvluwer, Douglas Zylstra, Gregory DeJong, Randall Meppelink, Joseph Baumann, Matthew Fenske, Allen Dannenberg, Francisco Garcia, Roger Bergman. (10)

B/C 20-016 Joseph Bauman moved to approve and authorize the Board Chairperson and Clerk/Register to sign the Master Services Agreement and Statement of Work to provide equipment and support for the County's telephone and network systems. The motion passed as shown by the following votes: Yeas: James Holtvluwer, Francisco Garcia,

Allen Dannenberg, Gregory DeJong, Douglas Zylstra, Kyle Terpstra, Randall Meppelink, Joseph Baumann, Matthew Fenske, Roger Bergman. (10)

B/C 20-017 Joseph Baumann moved to approve the Master Services Agreement and Statement of Work for New Horizons to become the vendor to provide ongoing IT training for County employees. The motion passed as shown by the following votes: Yeas: Francisco Garcia, Matthew Fenske, Douglas Zylstra, Allen Dannenberg, Kyle Terpstra, Randall Meppelink, James Holtvluwer, Joseph Baumann, Gregory DeJong, Roger Bergman. (10)

B/C 20-018 James Holtvluwer moved to approve the proposed revisions to Article 4, Section 400.1.1 of the County Operations Ordinance to regulate vaping on or within County property. The motion passed as shown by the following votes: Yeas: Allen Dannenberg, Joseph Baumann, Matthew Fenske, Randall Meppelink, Kyle Terpstra, Francisco Garcia, Gregory DeJong, James Holtvluwer, Douglas Zylstra, Roger Bergman. (10)

B/C 20-019 James Holtvluwer moved to approve the proposed revisions to the "Ottawa County Regulation Eliminating Smoking in Public and Private Worksites and Public Places" to also regulate vaping. The motion passed as shown by the following votes: Yeas: James Holtvluwer, Randall Meppelink, Kyle Terpstra, Francisco Garcia, Douglas Zylstra, Matthew Fenske, Allen Dannenberg, Gregory DeJong, Joseph Baumann, Roger Bergman. (10)

Discussion Items

1. Parks and Recreation Annual Report – The Ottawa County Parks and Recreation Annual Report was presented by Jason Shamblin, Parks and Recreation Director.
2. Treasurer's Office Annual Report – The Ottawa County Treasurer's Office Annual Report was presented by Amanda Price, Ottawa County Treasurer.
3. Closed Session

B/C 20-020 James Holtvluwer moved to go into Closed Session at 2:55 p.m. to discuss a legal opinion from Corporation Counsel. (2/3 roll call vote required) The motion passed as shown by the following votes: Yeas: Matthew Fenske, Douglas Zylstra, Francisco Garcia, James Holtvluwer, Joseph Baumann, Gregory DeJong, Randall Meppelink, Allen Dannenberg, Kyle Terpstra, Roger Bergman. (10)

B/C 20-021 Randall Meppelink moved to rise from Closed Session at 3:22 p.m. The motion passed.

The County Administrator's report was presented.

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

B/C 20-022 Joseph Baumann moved to adjourn at 3:22 p.m. subject to the call of the Chair. The motion passed.

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

ROGER A. BERGMAN, Chairman
Of the Board of Commissioners

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

The Ottawa County Board of Commissioners met on Tuesday, January 14, 2020, at 3:27 p.m. and was called to order by the Chair.

Present at roll call: Francisco Garcia, Joseph Baumann, Douglas Zylstra, Allen Dannenberg, Randall Meppelink, Kyle Terpstra, James Holtvluwer, Gregory DeJong, Roger Bergman, Matthew Fenske. (10)

Absent: Philip Kuyers. (1)

Work Session Items

- A. Ready for School Presentation – A “Ready for School Presentation” power point was presentation by Donna Lowry, MD, President and CEO.
- B. Board Room Video/Recording System – A power point presentation was presented by Shannon Felgner, Communication Manager. This will be added to the Planning and Policy Committee agenda.

Allan Dannenberg left at 4:09 p.m.

B/C 20-023 Joseph Baumann moved to adjourn at 4:25 p.m. subject to the call of the Chair. The motion passed.

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

ROGER A. Bergman, Chairman
Of the Board of Commissioners

Action Request



Committee: Board of Commissioners

Meeting Date: 01/28/2020

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: Accounts Payable for January 6 -17, 2020

Suggested Motion:

To approve the general claims in the amount of \$6,392,102.38 as presented by the summary report for January 6-17, 2020.

Summary of Request:

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

Financial Information:

Total Cost: \$6,392,102.38	General Fund Cost: \$6,392,102.38	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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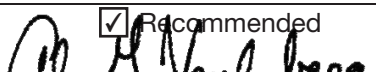
If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

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

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

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

Committee/Governing/Advisory Board Approval Date:

Total CHECKS | EFTs | WIRES



Ottawa County
Where You Belong_®

Dates: January 6, 2020
to January 17, 2020

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:

\$6,392,102.38

1,403 INVOICES

6,392,102.38

Karen Karasinski

Fiscal Services Director

1/22/20

Date

We hereby certify that the Board of Commissioners has approved
the claims on Tuesday, January 28, 2020

Roger Bergman , Chairperson
Board of Commissioners

Justin Roebuck
Clerk/Register of Deeds

Total CHECKS | EFTs | WIRES



Dates: January 6, 2020

to January 17, 2020

Total of all funds: \$6,392,102.38

0000	TREASURY FUND	5,560.39
1010	GENERAL FUND	1,529,696.19
1500	CEMETERY TRUST	0.00
2081	PARKS & RECREATION	53,274.86
2160	FRIEND OF COURT	5,692.63
2180	OTHER GOVERNMENTAL GRANTS	63,632.90
2210	HEALTH	46,797.27
2220	MENTAL HEALTH	1,034,382.77
2221	MENTAL HEALTH MILLAGE	41,832.11
2225	SUBSTANCE USE DISORDER	21,196.04
2271	SOLID WASTE CLEAN-UP	12,934.71
2272	LANDFILL TIPPING FEES	14,529.37
2340	FARMLAND PRESERVATION	0.00
2430	BROWNFIELD REDEVELOPMENT	0.00
2444	INFRASTRUCTURE FUND	0.00
2550	HOMESTEAD PROPERTY TAX	0.00
2560	REGISTER OF DEEDS AUTOMATION FUND	3,250.00
2600	PUBLIC DEFENDERS OFFICE	19,182.75
2620	FEDERAL FOREITURE	0.00
2602	WEMET	60,850.33
2630	SHERIFF GRANTS & CONTRACTS	23,161.85
2631	CONCEALED PISTOL LICENSING	0.00
2901	DEPT OF HUMAN SERVICES	0.00
2920	CHILD CARE - PROBATE	70,790.72
2970	DB/DC CONVERSION	0.00

Total CHECKS | EFTs | WIRES



Ottawa County
Where You Belong

Dates: January 6, 2020

to January 17, 2020

Total of all funds: **\$6,392,102.38**

3010	DEBT SERVICE	0.00
4020	CAPITAL IMPROVEMENTS	57,698.35
4690	BUILDING AUTHORITY CONSTRUCTION PROJECT	0.00
5160	DELINQUENT TAXES	7,511.48
5360	LAND BANK AUTHORITY	0.00
6360	INNOVATION & TECHNOLOGY	32,365.74
6450	DUPLICATING	0.00
6550	TELECOMMUNICATIONS	36,785.32
6641	EQUIPMENT POOL	46,933.00
6770	PROTECTED SELF-FUNDED INSURANCE	4,374.96
6771	EMPLOYEE BENEFITS	10,831.73
6772	PROTECTED SELF-FUNDED UNEMPL INS.	14,940.00
6775	LONG-TERM DISABILITY INSURANCE	8,968.79
6780	OTTAWA CNTY-INSURANCE AUTHORITY	0.00
6810	DB/DC CONVERSION FUND	952,909.90
7010	TRUST & AGENCY	1,950,430.32
7015	TRUST & AGENCY JUVENILE COURT	2,448.80
7040	IMPREST PAYROLL	175,503.30
7210	LIBRARY PENAL FINE	0.00
7360	OPEB TRUST	0.00
8010	SPECIAL ASSESS. DRAINS	83,635.80
8011	DRAINS-CAPITAL PROJECTS FUND	0.00
8020	DRAINS-REVOLVING	0.00
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
Meeting Date: 01/28/2020
Requesting Department: Parks and Recreation Commission
Submitted By: Jason Shamblin, Director
Agenda Item: Ottawa Sands Master Plan Consultant

Suggested Motion:

To approve the modified proposal from VIRIDIS Design Group in the amount of \$67,460 for master planning services at the Ottawa Sands Park site.

Summary of Request:

Ottawa County Parks recently completed acquisition of the Ottawa Sands property, a site with important ecological resources and tremendous recreation potential. Prior to development of the site, a prudent next step is to go through a public master planning process to develop a comprehensive plan that fits with the long-range goals of Ottawa County Parks, considers the assets and limitations of the site, and reflects the desires of the community. This process will include a series of public meetings, a natural features inventory, analysis of aquatic resources, identification of recreational opportunities, review of the feasibility of recreational uses where applicable, a conceptual site development plan with cost estimate, and engagement with corridor stakeholders.

After receiving funding assistance for this planning process from the Michigan Coastal Zone Management program, Ottawa County Parks requested proposals from design firms to lead the Commission through this process. Fourteen proposals were reviewed and evaluated by park staff and members of the Parks Commission and Parks Foundation including interviews with the five top rated firms. The highest rated firm was then asked to modify their proposal to best meet the needed scope and budget requirements. Funding for this contract is proposed to come from the CZM grant and budgeted Parks funds with the remainder as committed from the Parks Foundation.

Revenues:

CZM Grant \$30,000
Budgeted Parks Funds \$30,000
Ottawa County Parks Foundation \$17,460

Expenses:

Natural Features Inventories \$10,000 - (separate vendor contracts)
Proposed Master Plan fees \$67,460

Financial Information:

Total Cost: \$67,460.00	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

\$60,000 included in budget; \$17,460 remaining balance committed from the Ottawa County Parks Foundation

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

Action is Related to Strategic Plan:

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

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

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

Goal 2, Objective 3: Consider initiatives that contribute to the environmental health and sustainability of the County and its' residents.

Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

Administration:

County Administrator:

☒ Recommended

☐ Not Recommended

☐ Without Recommendation

Committee/Governing/Advisory Board Approval Date: 01/21/2020

Finance and Administration Committee

Action Request



Committee: Board of Commissioners

Meeting Date: 01/28/2020

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: 2019 and 2020 Budget Adjustments

Suggested Motion:

To approve the 2019 and 2020 budget adjustments per the attached schedule.

Summary of Request:

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

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

Compliance with the Ottawa County Operating Budget Policy.

Financial Information:

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

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

Action is Related to Strategic Plan:

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

Objective:

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

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

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

Administration: ☒ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 01/21/2020

Finance and Administration Committee

	Fund	Department	Explanation	Revenue	Expense
2019					
12-2141	CMH Fund	CMH	Transfer In from CMH Millage	\$ 412,525	
	CMH Millage	CMH	Transfer Out to CMH Millage & Balance Exp		\$ 449,329
2020					
03-790	Health Fund	Food Program Grant	Carryover from Donations in Prior Year		\$ 4,165
03-1313	Other Governmental Grants	COMH Leasing	Adjust CAA Grants	\$ (1,700)	\$ (1,700)
	Other Governmental Grants	CSBG	Adjust CAA Grants	\$ 42,920	\$ 4,290
	Other Governmental Grants	CSBG-D	Adjust CAA Grants	\$ (2,000)	\$ (2,000)
	Other Governmental Grants	CSFP-Grant	Adjust CAA Grants	\$ (2,618)	\$ (2,618)
	Other Governmental Grants	DOE Energy Asst Grant	Adjust CAA Grants	\$ 25,622	\$ 25,622
	Other Governmental Grants	Energy Optimization	Adjust CAA Grants	\$ 10,780	\$ 10,780
	Other Governmental Grants	ESG	Adjust CAA Grants	\$ 11,483	\$ 11,483
	Other Governmental Grants	HBPW-LowIncome	Adjust CAA Grants	\$ 2,950	\$ 2,950
	Other Governmental Grants	LIHEAP Grant	Adjust CAA Grants	\$ (67,766)	\$ (67,766)
	Other Governmental Grants	Lower My Bills (GenPop)	Adjust CAA Grants	\$ (2,390)	\$ (2,390)
	Other Governmental Grants	Lower My Bills(Poverty Pop)	Adjust CAA Grants	\$ (3,650)	\$ (3,650)
	Other Governmental Grants	MEAP Grant	Adjust CAA Grants	\$ 51,722	\$ 51,722
	Other Governmental Grants	TEFAP Grant	Adjust CAA Grants	\$ 2,469	\$ 2,469
03-817	Health Fund	Medical Marijuana	LARA Grant-MJ	\$ 37,148	\$ 37,148
03-1059	Federal Forfeiture	Federal Forfeiture	Evidence Lockers - Holland Branch		\$ 3,710
04-228	Landfill Tipping	Landfill Tipping Fees	Scrap Tire Cleanup Grant	\$ 14,500	\$ 14,500
04-262	General Fund	Hazmat-Tech Rescue	Reimbursement for incident	\$ 2,570	\$ 1,000
04-409	Public Defender	Public Defender	Adjust budget to State approved	\$ 39,933	\$ 39,933
04-419	Health Fund	Health Department	Increase grant funds	\$ 281,786	\$ 281,786
04-494	Capital Project Fund	Courtroom Tools Project	Increase project funding		\$ 57,488

Action Request



Committee: Board of Commissioners
Meeting Date: 01/28/2020
Requesting Department: Fiscal Services
Submitted By: Karen Karasinski
Agenda Item: Professional Services with Imagesoft, Inc.

Suggested Motion:

To authorize the Board Chairperson and Clerk/Register to sign the Master Service Agreement, System Maintenance Agreement, and State of Work with Imagesoft, Inc. to implement Smartbench for \$231,721.

Summary of Request:

In Fiscal Year 2019 the Board funded the Judicial Tools capital project in the amount of \$192,512. The project was funded to provide easy access judicial tools in each courtroom and hearing room so the judges and judicial officials can access documents faster and more accurately than the current paper files. Upon completion of this project, all Probate, Circuit, and District courtrooms will be paperless.

Circuit and Probate Court currently accept e-filed documents, and maintain electronic case files. Judges and court staff, however, lack the electronic tools to quickly and easily access and work in the electronic files from the courtrooms, which has caused the courts to also maintain paper files in the courtrooms. SmartBench is a program that will manage the information from the court's case management system (AS400 or JIS) and the document management system (OnBase) so that the judges can quickly access necessary information from the bench. By using SmartBench to bridge this gap between the two systems, the judges and court staff will be able monitor, retrieve, create and sign documents in the courtroom from the bench, which will result in considerable time savings and negate the need to maintain both electronic and paper case files in most cases.

An RFP was released and Imagesoft/Mentis was the only response received at a total cost of \$231,721. The Circuit Court and District Court worked with the vendor to establish a scope of work for the project and related timeline. The additional funding for the project will come from Capital Project fund balance.

Financial Information:

Total Cost: \$231,721.00	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

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

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

Administration: ☒ Recommended ☐ Not Recommended ☐ Without Recommendation
County Administrator: *Alan G. Vandenberg*

Committee/Governing/Advisory Board Approval Date: 01/21/2020

Finance and Administration Committee

Master Agreement

This agreement ("Master") is made and entered into by and between the County of Ottawa having a place of business at 12220 Fillmore Street, West Olive, Michigan, 49460\ (hereinafter "Customer"), and ImageSoft, Inc., having a place of business at 25900 West 11 Mile Road, Suite 100, Southfield, Michigan 48034 (hereinafter "ImageSoft"). Customer and ImageSoft are each referred to as a Party or, collectively, as the "Parties."

1. Statements of Work, Order of Precedence; Construction.

1.1. ImageSoft and Customer may, from time to time, execute one or more Statements of Work ("SOW") Agreements. Each SOW: (1) shall define the Services to be performed and additional obligations of the Parties; (2) be executed by both Parties; (3) shall constitute a separate Agreement; and (4) shall be deemed to incorporate therein all of the terms and conditions of this Master. The provisions of a SOW shall control over inconsistent provisions in the Master, except that any provision herein relating to Intellectual Property, limitations of liability, warranties or indemnification may not be modified except through a properly executed amendment to this Master executed by a representative of ImageSoft having a rank of no less than Senior Vice President. The SOW's and incorporated Master shall constitute the entire agreement between the parties ("Agreement").

1.2. Capitalized terms are defined in Section 9

1.3. For purposes of the Agreement, the contacts are listed below. Contacts may be changed upon written notice to the following:

ImageSoft	Customer:
Contact Name: Scott D. Bade	Contact Name:
Title: President	Title:
Address: 25900 W. 11 Mile Road Suite 100, Southfield, MI 48034	Address:
Email: sbade@imagesoftinc.com	Email:
Telephone: 248-948-8100 x200	Telephone:
Fax: 248-948-8146	Fax:

2. Term and Termination.

2.1. Unless terminated in accordance with "Termination" section below, the term of this Master shall begin on the date hereof and shall continue until one (1) year after the expiration or termination of the last SOW to be executed while the Master was in effect. In the absence of a term being provided in a SOW, the term of the SOW shall be for the longer of (1) year commencing on its Effective Date or the date on which all Services are completed and paid for. The following Sections will survive termination of this Master: Sections 3, 6, 7, 8, 9 and all Sections which by their nature are intended to survive.

2.2. Other than by expiration, the Agreement may be terminated only (a) by mutual agreement of both parties; (b) in the event that either Party materially breaches the Agreement and fails to cure the

breach within thirty (30) days after receiving written notice from the non-breaching Party; or (c) in the event either Party is declared insolvent or bankrupt, or if any assignment of its property shall be made for the benefit of creditors or otherwise, or if a petition is filed in any court to declare bankruptcy, or for reorganization under any bankruptcy or insolvency law or similar statute and is not dismissed in ten (10) days, or if a trustee in bankruptcy or similar offices or receiver is appointed to either Party.

2.3. Upon termination or completion of the Agreement, both parties shall return all confidential information and intellectual property to the other Party. Termination does not eliminate the responsibility of Customer to pay for products and Services rendered. Upon written notification by Customer of a desire to return unused and unopened hardware or software components purchased from ImageSoft ("New Third Party Products") ImageSoft will make a reasonable effort to return for credit New Third Party Products, pursuant to vendor requirements. Reasonable restocking and handling charges may apply. For New Third Party Products that were purchased by ImageSoft for Customer that cannot be returned for credit, Customer agrees to take ownership of and to pay ImageSoft for these components using established payment terms.

3. **Payment.** Customer shall pay for the Services in accordance with the SOW and subject to the following:

3.1. ImageSoft is not obligated to begin providing Services until it has received the Initial Payment.

3.2. Each invoice that Customer receives from ImageSoft is due and payable per the Payment Terms described in the Statement of Work.

3.3. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts are paid in full.

3.4. In the event that Customer in good faith believes that a portion of an invoice is incorrect and in excess of what is invoiced, the Customer may withhold payment of such portion, and such withholding shall not constitute a default, if and only if, and subject to the following:

3.4.1. Customer notifies ImageSoft in writing of its intent to withhold payment and provides in such writing a specific and complete explanation and justification for such withholding;

3.4.2. Such notification is provided within ten (10) days of the receipt of the applicable invoice;

3.4.3. Customer immediately pays the portion not claimed to be incorrect;

3.4.4. The withholding is in good faith and Customer cooperates with ImageSoft to resolve such withholding as soon as possible;

- 3.4.5. Customer, at ImageSoft's request, and in lieu of withholding the funds in its own account, deposits such disputed amount in a reputable bank escrow (determined by ImageSoft in its reasonable discretion) until such dispute is resolved by the Parties or by litigation.
- 3.5. In the event of any default by Customer in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment and written notice of the default, ImageSoft shall have the right to suspend the provision of Services unless and until such default, and any and all other defaults by Customer under the Agreement, shall have been cured.
- 3.6. Unless otherwise specified in this Agreement or in a SOW, actual travel expenses incurred by ImageSoft while performing services under this Agreement shall be rebilled to Customer at cost with supporting documentation and receipts. ImageSoft shall use low cost providers wherever possible, while respecting deadlines and schedules and reasonable standards of comfort, and will in general act with regard to travel expenses as if the cost were being borne by ImageSoft. Travel time shall be billed at 50% of the established standard billing rate, or if a standard is not established; \$82.50 per hour.
- 3.7. The parties agree that payment schedules shall be established as part of a Statement of Work and are intended to reflect an equitable cash flow distribution commensurate with the amount of work being performed or product being delivered. The parties further agree to work in good faith to adjust payment schedules when project changes or scheduling delays cause the payments to be inequitably distributed.
- 3.8. All payments are to be made in US dollars.

4. Acceptance; Disclaimers

- 4.1. Upon reasonable belief that it has substantially discharged its performance obligations in this Agreement, ImageSoft will deliver to Customer a Certification of Testing Readiness. Such Certification means Deliverables and Services are completed materially in accordance with Specifications and that they are ready for User Acceptance Testing by Customer in a non-productive test mode ("Test System").
- 4.2. User Acceptance Testing ("UAT") shall begin within twenty-one (21) days of delivery of the Certification of Testing Readiness. During that period, if not done already, Customer shall work to establish test cases and protocols ("Test Plan") for testing the Test System. The Test Plan shall be subject to approval by ImageSoft, which shall not be unreasonably withheld or delayed. ImageSoft shall provide reasonable assistance in establishing and implementing the Test Plan. If the Parties are unable to agree upon a Test Plan within such twenty-one (21) day period, either Party may terminate the Agreement owing payment to ImageSoft only for work performed up to termination, or continue to work on establishing the Test Plan. Upon completion of the Test Plan, Customer shall test the Test System in accordance with Section 4.3.
- 4.3. During a period of thirty (30) days (the "Test Period"), Customer shall test whether the Test System meets the Specifications.

4.3.1. The Test System shall be deemed accepted if:

4.3.1.1. the Test System performs materially in accordance with Specifications; or

4.3.1.2. Customer has not given ImageSoft a written deficiency statement specifying in detail how the Initial Test System fails to meet the Specifications ("Deficiency Statement") within the Test Period; or

4.3.1.3. Customer accepts the Services and Deliverables or uses the Deliverables and Services in a Productive Environment.

4.3.2. Upon Acceptance, Customer shall complete the Certificate of Acceptance. Failure by Customer to complete the Certificate of Acceptance after Customer begins to use the Deliverables in a Production Environment shall not mean that Acceptance has not occurred.

4.3.3. If Customer provides a Deficiency Statement within the Test Period and ImageSoft is able to verify that the System exhibits the identified material deficiency, ImageSoft shall have twenty-one (21) days to correct the deficiency, and Customer shall have thirty (30) days after receiving written notice that the deficiency has been corrected to evaluate the Test System. If the Test System still exhibits the identified material deficiency or any other material deficiency demonstrably caused by corrective action at the end of this thirty (30) day period, ImageSoft shall have twenty-one (21) days to correct the deficiency or deficiencies, and Customer shall have thirty (30) days after receiving written notice that the deficiency has been corrected to evaluate the Test System. If the Test System continues to exhibit the identified deficiency or deficiencies demonstrably caused by corrective action at the end of this thirty (30) day period, either Party may, at such Party's option, terminate this Agreement, effective upon written notice to the other Party or by mutual agreement continue the Agreement for additional correction and review periods. Upon any such termination, Customer shall return the Test System to ImageSoft, and ImageSoft shall refund any monies paid by Customer to ImageSoft. Neither Party shall then have any further liability to the other for the products that were the subject of the acceptance test.

4.4. PLEASE NOTE THAT ANY POST-ACCEPTANCE WARRANTY IS SET FORTH AND SUBJECT TO A FULLY EXECUTED "IMAGESOFT SYSTEM MAINTENANCE AGREEMENT," A SEPARATE AGREEMENT THAT IS NOT INCORPORATED HEREIN. WITHOUT DEROGATING THE IMAGESOFT SYSTEM MAINTENANCE AGREEMENT (TO THE EXTENT THAT THE PARTIES ENTER INTO SUCH AGREEMENT), IMAGESOFT EXPRESSLY DISCLAIMS ALL WARRANTIES EXCEPT AS EXPRESSLY RECITED IN THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES FOR NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER FURTHER ACKNOWLEDGES THAT PERFORMANCE MAY BE PREVENTED OR DELAYED BY FAILURE OF CUSTOMER TO PERFORM ITS OBLIGATIONS, INCLUDING BUT NOT LIMITED TO PROVIDING TIMELY FEEDBACK TO QUESTIONS AND TIMELY ACCESS TO REQUIRED RESOURCES.

- 4.4.1. Without limiting the generality of the foregoing disclaimer, it should be noted that during the implementation of any computer system there is the possibility of inadvertent or accidental loss of data. Also, computer hardware and software systems will occasionally stop working or fail to operate as designed, which may cause loss of data. Customer at all times is responsible for maintaining accurate and timely data backups to protect against loss of data.
- 4.4.2. Additionally, computer systems are vulnerable to intrusion and/or theft of information from outside parties. Customer is responsible for data security and computer infrastructure at Customer facilities to prevent unauthorized access to the system and data.
- 4.4.3. THEREFORE CUSTOMER IS RESPONSIBLE FOR DATA PROTECTION AT CUSTOMER FACILITIES, AND ImageSoft CANNOT BE HELD LIABLE FOR ANY LOSS OR THEFT OF DATA, OR SYSTEM INTRUSION AT CUSTOMER FACILITIES.

5. Third-Party Software

- 5.1. All of the commercial third-party software that ImageSoft provides to Customer has an associated license agreement. Certain software products implement their license agreements as “click-through” agreements, meaning the license is displayed on a computer screen to either a user or installer of the system and the user or installer acknowledges the agreement on screen. Customer agrees that for software products provided and installed by ImageSoft, where ImageSoft may have installed the software and ImageSoft clicks-through a license agreement, ImageSoft is in this instance only acting as an agent of the Customer for purposes of acknowledging the agreement on screen and therefore the click-through agreements remain in full effect for the Customer.

6. Limitations of Liability/Damages; Indemnification

- 6.1. IMAGESOFT SHALL NOT BE LIABLE FOR ANY: (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO: (1) A BREACH OF THIS AGREEMENT OR STATEMENT OF WORK OR OTHER ORDER/ADDENDUM OR (2) THE OPERATION OR USE OF ANY DELIVERABLE OR (3) ANY SERVICES; (B) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY IMAGESOFT TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO FORCE MAJEURE CIRCUMSTANCES; OR (C) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST ImageSoft MORE THAN TWO (2) YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.
- 6.2. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT IMAGESOFT'S LIABILITY UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT, TORT LAW, WARRANTY OR OTHERWISE SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO CLIENT UNDER THE APPLICABLE STATEMENT OF WORK OVER THE TWELVE MONTHS PRECEDING THE ACTION GIVING RISE TO THE CLAIM.

6.3. SOME JURISDICTIONS MAY HAVE RESTRICTIONS ON CONTRACTUAL LIMITATIONS OF LIABILITY AND DAMAGES AND, IF THAT IS THE CASE, THE ABOVE LIMITATIONS ON DAMAGES AND LIABILITY SHALL BE EFFECTIVE TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW.

6.4. ImageSoft agrees to defend, indemnify and hold harmless Customer from and against any Claims that the Deliverables or Services infringe the Intellectual Property Rights of any third party, provided that Customer promptly notifies ImageSoft as soon as practicable, but in any event within thirty (30) days of the Claim's assertion and provided that ImageSoft retains full control over defense and settlement, Customer provides to ImageSoft all reasonable assistance, and Customer has not made any admissions which adversely affect ImageSoft's defense of the claim and has not settled the claim against ImageSoft's consent. ImageSoft may modify or replace any allegedly infringing Deliverable or terminate Customer's rights to such Deliverable and, as to such Deliverable, offer a pro-rated refund depreciated on a straight line basis over a four (4) year period.

7. Proprietary Rights

7.1. Subject to payment of all amounts owed and otherwise complying with the terms of the Agreement, Deliverables, exclusive of ImageSoft IP and Third Party IP, shall be the property of Customer.

7.2. Customer IP, if any, shall be owned exclusively by Customer and ImageSoft releases and assigns all rights to Customer IP to Customer.

7.3. ImageSoft IP, if any, shall be owned exclusively by ImageSoft and Customer releases and assigns all rights to ImageSoft IP to ImageSoft.

7.4. The Parties agree to execute any and all documents necessary to effect the purposes of this Section so as to effect the applicable assignments and otherwise perfect the applicable IP interests of the appropriate Party.

7.5. ImageSoft hereby acknowledges that in performing the Services, it may be furnished or otherwise be provided access to Customer's confidential information, including trade secrets and other proprietary information, all of which is clearly marked as confidential by Customer. ImageSoft hereby agrees and covenants to hold in trust and confidence all such information during and following the term of the Agreement; provided, however, that ImageSoft may disclose such confidential information if required by any judicial or government request, requirement or order. ImageSoft shall be liable to Customer only in the event of a willful and material disclosure of Customer's confidential information or data, provided, that ImageSoft's liability shall be limited to an amount not exceeding the purchase price of the Services provided hereunder.

8. General/Miscellaneous

- 8.1. Waiver. No assent or waiver, expressed or implied, or any breach of any one or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach.
- 8.2. Marketing. Either Party may communicate to the public, through a website, press release or other marketing vehicle, the fact that a business relationship exists and in general that work is being performed, so long as no specific information is disclosed which could reasonably be considered confidential.
- 8.3. Disputes.
- 8.3.1. Any dispute, controversy or claim arising out of or relating to the Agreement shall be settled by arbitration in Oakland County, Michigan, in accordance with the rules of the American Arbitration Association ("AAA") Commercial Arbitration Rules in effect as of the date of the events giving rise to the dispute. The arbitrator(s) (and any court pursuant to Section 8.4 shall apply the substantive laws of the United States of America and the State of Michigan to decide the dispute. The Parties shall choose, by mutual agreement, one (1) neutral arbitrator to hear the dispute. If the Parties cannot agree on the selection of the arbitrator within thirty (30) days after a demand for arbitration has been served, the arbitrator(s) shall be selected by the American Arbitration Association. The arbitrator shall be authorized to award only those damages which are permitted in this Agreement, subject to any disclaimers of damages and liability limits set forth in this Agreement, but the arbitrator shall not have the authority to reform, modify or materially change this Agreement. The award rendered by the arbitrator shall include costs of the arbitration, reasonable attorneys' fees and reasonable costs for experts and other witnesses. Judgment on the award may be entered in any court having jurisdiction. The award of the arbitrator(s) shall be final and binding upon the Parties without appeal or review except as permitted by Michigan law. In connection with any application to confirm, correct or vacate the arbitration award, any appeal of any order rendered pursuant to any such application, or any other action required to enforce the arbitration award, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, disbursements and cost incurred in any post-arbitration award activities.
- 8.4. Injunctive Relief. The Parties agree that notwithstanding the provision for arbitration, each Party will have the right to seek interim orders for equitable relief in a federal or state court having jurisdiction in Oakland County Michigan, as necessary to protect such Party's Intellectual Property Rights or Confidential Information.
- 8.5. Force Majeure. Other than with respect to failure to make payments due hereunder, neither Party shall be liable under the Agreement for delays, failure to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, utility curtailments, power failures, explosions, civil disturbances, governmental actions, or any other cause beyond their reasonable control, provided that the Party affected by such event shall immediately begin or resume performance as soon as practicable after the event has been abated.
- 8.6. Notice. Unless otherwise agreed to by the Parties in a writing signed by both Parties, all notices, requests, demands and other communications under the Agreement shall be in writing and shall

be effective and deemed to have been received: (a) when delivered in person, (b) five (5) business days after having been mailed by certified or registered United States mail, postage prepaid, return receipt requested, or (c) the next business day after having been sent by a nationally recognized overnight mail or courier service, return receipt requested. Unless otherwise provided, notices shall be sent to the parties appearing on the signature page, at the address listed in Section 1.3 of the Master.

8.7. Assignment. Neither Party may assign this Agreement or the rights and obligations therein without the consent of the other Party. Notwithstanding the foregoing, ImageSoft may assign this Agreement and the rights and obligations therein to any entity that purchase all or substantially all of its assets or stock or to any entity that succeeds to it in a consolidation, merger or other reorganization. The Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to the Agreement and their respective successors and permitted assigns.

8.8. Entire Agreement. This is the entire Agreement of the Parties on the subject matter contained herein. It supersedes all prior and contemporaneous Oral and Written Agreements with respect hereto. The terms and conditions contained herein shall control over conflicting terms and conditions found in Customer shipping documents, purchase order documents, or other transactional documents. No waiver or modification of any of the terms, provisions or conditions hereof shall be effective unless said waiver or modification is in writing and signed by a duly authorized representative of both Parties. No acceptance or acknowledgment by either Party of any acknowledgment, receipt, order, invoice, or delivery document shall be effective to waive, modify or delete any term, provision, or condition hereof, or to add any different or conflicting terms, provision, or condition hereto.

8.9. No Hire Clause. Each Party agrees that, without the prior consent of the other Party, it will not offer employment to or discuss employment with any employees of the other Party until one (1) year after termination of the Agreement.

9. **Definitions**. As used in the Agreement, the following definitions shall apply:

9.1. "Agreement" means the SOW and incorporated Master.

9.2. "Certification of Testing Readiness" means the certification provided by ImageSoft pursuant to Section 4 of the Master.

9.3. "Claim" and "Losses." "Claim" means any third party claim contained in any demand or any civil, criminal, administrative, or investigative action, suit or proceeding (including arbitration) asserted, commenced or threatened. "Losses" means all losses, liabilities, damages, liens, and claims, and all related costs, expenses, and other charges suffered or incurred as a result of or in connection with a Claim, including reasonable attorneys' fees and disbursements, costs of investigation, litigation, settlement, and judgment, and any taxes, interest, penalties, and fines with respect to any of the foregoing.

9.4. "Customer IP" means only that IP which meets all of the following conditions relative to a particular Statement of Work: it is (i) previously owned by Customer, (ii) existing in materials provided by Customer to ImageSoft for purposes of the Statement of Work, (iii) included within a Deliverable provided pursuant to the Statement of Work, and (iv) identified with specificity in

the Statement of Work, with such identifying provision expressly referencing this Master and such identifying provision being initialed by the CEO of ImageSoft. For the avoidance of doubt, Customer will have no rights to claim such content as Customer IP unless such IP satisfies each of the conditions of this Section.

- 9.5. "Effective Date" means, for the Master or any Statement of Work, the date of the signature of the last Party to execute such document.
- 9.6. "Deliverable" means, as specified in the SOW, materials to be delivered physically and/or transmitted electronically by ImageSoft to Customer, including without limitation documents, images or data files, software, software configuration, drawings, data compilations and reports.
- 9.7. "Functional Specification Document" means an ImageSoft created document intended to describe the functioning characteristics of a computer system for the purpose of clarifying the scope and capabilities of the system.
- 9.8. "Initial Payment" means the first payment as set forth in the SOW.
- 9.9. "ImageSoft IP" means all Intellectual Property in and to Deliverables and Services, including without limitation, all software licensed to Customer by ImageSoft, whether developed by ImageSoft or by or with another party, except for Customer IP and Third Party IP.
- 9.10. "Intellectual Property" or "IP" means copyrights, trademarks, patents, moral rights, know-how, trade secrets, computer software and other intangible proprietary rights.
- 9.11. "Master" means this Master Professional Services Agreement.
- 9.12. "Party" means ImageSoft and/or the Customer as set forth in Section 1.3 of the Master
- 9.13. "Productive Environment" means an environment in which Deliverables and Services are used for Customer's business purposes and not for test purposes.
- 9.14. "Services" means the services to be performed by ImageSoft as described in a subsequent Statement of Work, which may include development, customization, integration, installation or other professional services and/or the provision of hardware and/or software and/or other technology.
- 9.15. "Specifications" means any written specifications contained in the Functional Specification Document for Services or Deliverables created pursuant to a Statement of Work.
- 9.16. "Statement of Work" or "SOW" shall mean the document that describes the Services, fees for the Services and other relevant terms and conditions.

9.17. "Test Plan" means the testing roadmap as described in Section 4.2.

9.18. "Test System" means the Services and Deliverables to be tested in a non-productive environment as described in Section 4.

9.19. Third Party IP means Intellectual Property owned by entities other than the Parties, such as Intellectual Property in and to software provided by such other entities.

9.20. "User Acceptance Testing" or "UAT" means the testing process described in Section 4.

IN WITNESS WHEREOF, the Parties have caused the Master to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of the Master duly authorized by all necessary and appropriate corporate action to execute the Master.

The County of Ottawa
("Customer")

ImageSoft, Inc.
("ImageSoft")

Signed: _____

Signed: _____

Name: _____

Name: Scott D. Bade

Title: _____

Title: President

Date: _____

Date: _____

By: _____
Roger A. Bergman, Chairperson
Board of Commissioners

Date

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

Date

SYSTEM MAINTENANCE AGREEMENT

This System Maintenance Agreement ("SMA") is made and entered into by and between ImageSoft, Inc., a Michigan Corporation with its principal offices at 25900 W. 11 Mile Road, Suite 100, Southfield, MI 48034 ("ImageSoft"), and the County of Ottawa with its principal offices at 12220 Fillmore Street, West Olive, Michigan, 49460 ("Customer"), ImageSoft and Ottawa County each individually referred to as a "Party" or collectively as the "Parties":

RECITALS:

WHEREAS, ImageSoft is in the business of providing system maintenance and related support services ("Maintenance"); and

WHEREAS, Customer desires to purchase from ImageSoft such Maintenance as described herein; and

WHEREAS, ImageSoft desires to provide Customer with such Maintenance as described herein.

NOW, THEREFORE, the parties mutually agree as follows:

DEFINED TERMS: The following terms shall have the meanings set forth below for all purposes of this SMA:

"SMA" shall mean this System Maintenance Agreement.

"Customer Care" shall mean an enhanced package of support services provided by ImageSoft and defined within this SMA. Customer Care services are to be provided only if they are specifically identified in this SMA.

"Statement of Work" or "SOW" shall mean an agreement between Customer and ImageSoft that describes specific products and services to be provided by ImageSoft to another party. A SOW may be related by reference to this SMA.

"Supported Software" or "Supported Software Products" shall mean the computer software licensed from either a third-party vendor or ImageSoft to be supported by ImageSoft under this SMA, all of which is either; a) listed in a related SOW and completely paid for; or b) preexisting and identified in Appendix A; or c) purchased at a future date and specifically identified as being supported under this SMA.

"Supported Hardware" shall mean the computer hardware manufactured by a third-party vendor to be supported by ImageSoft under this SMA, all of which is either; a) listed in a related SOW and completely paid for; or b) preexisting and identified in Appendix A; or c) purchased at a future date and specifically identified as being supported under this SMA.

"Supported Services" shall mean the system configuration and custom software development provided by ImageSoft and to be supported by ImageSoft under this SMA, all of which is either; a) listed in a related SOW and completely paid for; or b) preexisting and identified in Appendix A; or c) purchased at a future date and specifically identified as being supported under this SMA.

"Supported Products" shall mean the Supported Hardware and Supported Software components to be supported by ImageSoft under this SMA.

"Supported System" shall mean the aggregate of the Supported Products and Supported Services.

“Product Vendor” shall mean a third-party vendor or ImageSoft whose products ImageSoft is authorized to resell and whose products are identified as Supported Products.

“Maintenance and Support Services” shall mean the maintenance and support services to be performed by ImageSoft under this SMA.

“Documentation” shall mean the officially released material, either in electronic or paper form, including user manuals, provided by Product Vendors related to the functional, operational or performance characteristics of Supported Products.

“Error Tracking Number” or “ETN” means a unique number assigned by ImageSoft to an Error.

“Error” shall mean any defect or condition inherent and discovered in the Supported Product that causes the Supported Product to fail to perform in accordance with the current Documentation published by Product Vendor. A defect or condition is not an Error until ImageSoft assigns an Error Tracking Number (ETN).

“Upgrades and Enhancements” means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Supported Software that a Product Vendor or ImageSoft has commercially released to its end users generally during the term of this SMA to correct deficiencies or enhance the capabilities of the Supported Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate software product offerings, new software modules, or a re-platformed software product.

1. IDENTIFICATION OF SUPPORTED PRODUCTS AND SERVICES

ImageSoft provides professional services and sells and supports several different Software and Hardware products, each of which may have both common and distinct support terms. The following products and services are supported under this agreement:

- a) New Purchases. This SMA covers all products and services that are purchased through a fully executed ImageSoft Statement of Work (SOW) which specifically references this agreement and where the products and services are explicitly identified as covered under this agreement.
- b) Existing Supported Components. Appendix A provides a list of known existing system products and services that are to be covered by this agreement. Any existing component that is not explicitly identified shall not be covered by this agreement.

2. SUPPORTED SOFTWARE MAINTENANCE

This section describes the terms and conditions related to all the Supported Software. Additional terms and conditions that are specific to a Product Vendor may be included in Section 17.

- a) Upgrades and Enhancements. ImageSoft shall provide, upon Customer request, all Upgrades and Enhancements to the Supported Software commercially released by the Product Vendor during the term of this SMA. Customer acknowledges and agrees that Product Vendors have the right, at any time, to change the specifications and operating characteristics of the Supported Software. Any Upgrades and Enhancements to the Supported Software and Documentation shall remain proprietary to and the sole and exclusive property of the Product Vendor and shall be subject to all the restrictions, limitations and protections of the Product Vendor's license agreement. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Supported Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of the Product Vendor.

- b) Errors in Supported Software. All Error(s) discovered by Customer within Supported Software must be properly reported to ImageSoft in accordance with Section 6 b) of this SMA. ImageSoft shall use its commercially reasonable efforts to correct any properly reported Error(s) in the Supported Software that are mutually confirmed by ImageSoft and Product Vendor, in the exercise of their commercially reasonable judgment.
- c) General Assistance and Advice. ImageSoft shall upon the request of Customer, provide technical support, including remote assistance and advice, related to the operation, best practices, and use of the Supported Software by Customer. Remote assistance and advice is provided over the telephone or through e-mail correspondence. Remote assistance and advice is intended to provide general assistance and guidance related to the everyday usage and maintenance of the system. Remote assistance and advice is not intended to be a replacement for a properly trained system administrator, or a properly trained software developer. ImageSoft will notify Customer if this service is being used in a manner that is outside of its intended purpose and reserves the right to charge a fee in such an instance.
- d) Reporting Errors to Product Vendors. For Errors that require Product Vendor assistance to correct, ImageSoft shall work directly with the Product Vendor and use its commercially reasonable efforts to correct the Error.
- e) Remote Access to Customer system. Customer acknowledges and agrees that ImageSoft and Product Vendor may require on-line access to the Customer's system for ImageSoft to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a connection to the Internet to facilitate ImageSoft's remote access to Customer's system. ImageSoft shall provide remote connection software, which may require installation of a software component on a workstation or server computer. NO REMOTE ACCESS WILL BE INITIATED BY IMAGESOFT OR PRODUCT VENDOR WITHOUT A CUSTOMER SUPPORT REPRESENTATIVE PRESENT.
- f) Exclusions. ImageSoft is not responsible for providing, or obligated to provide, maintenance and support services or upgrades and enhancements under this SMA: (a) in connection with any Error if ImageSoft (directly or through Product Vendor) has previously provided corrections for such Error, which correction Customer chose not to implement after being advised to implement the same; (b) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than Supported Software or third party software bundled with the Supported Software.), hardware (other than Supported Hardware) or any system or networking utilized by Customer; (c) if the Supported System or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; (d) if any party other than ImageSoft or a Product Vendor working with ImageSoft has provided any services in the nature of Maintenance and Support Services to Customer with respect to the Supported System; or (e) in connection with custom developed software not developed or provided by ImageSoft

3. SUPPORTED SERVICES MAINTENANCE

This section describes the terms and conditions related to all the Supported Services. All services provided by ImageSoft to Customer are provided with a 30-day limited warranty, which is further defined in section 12 (see section 4 for Customer Care extended warranty on Supported Services). During this limited warranty period Service Provider will use its commercially reasonable efforts to correct any properly reported defect(s) (non-conformity to design or functional specifications mutually confirmed and agreed upon by Service Provider and Customer) in any configurations or custom software development provided by Service Provider.

4. CUSTOMER CARE SUPPORT

This section is only applicable if Customer Care is identified as being provided herein or in an accepted SOW. Customer Care Support is an optional support package that is offered to select Customers. If

applicable, Customer Care provides more extensive protection to the Customer in several key areas, as follows:

- a) Extended Services Support. ImageSoft will use its commercially reasonable efforts to correct any properly reported defect(s) (non-conformity to design or functional specifications mutually confirmed and agreed upon by ImageSoft and Customer) in any configurations or custom software development provided by ImageSoft, and fully paid for by Customer.
- b) Development Team Access. ImageSoft will use its commercially reasonable efforts to maintain an enhanced level of knowledge regarding the Customer's System and provide Customer access to ImageSoft's implementation staff that maintains this knowledge. All support calls will first go through the standard help-desk process, however Customer Care Customers will have enhanced access to implementation staff personnel.
- c) System Upgrade Assistance to on-premise Software. ImageSoft will annually assist Customer in the installation of up to two (2) new versions for any of the Supported Software Products provided by ImageSoft that are installed at Customer premises. Assistance shall include: 1) Providing remote technical advice for planning or execution; and 2) Providing remote technical services to run the upgrade procedure. ON-SITE ASSISTANCE IS NOT INCLUDED AND IS BILLABLE AS PER SECTION 7. TESTING AND BACKUP ARE THE RESPONSIBILITY OF THE CUSTOMER. IMAGESOFT RESERVES THE RIGHT TO REFUSE TO PERFORM AN UPGRADE IF IN IMAGESOFT'S REASONABLE COMMERCIAL JUDGMENT PROPER TESTING OR BACKUP HAVE NOT BEEN PERFORMED.
- d) Upgrade Assurance. ImageSoft will use its commercially reasonable efforts to ensure that any configurations or custom software development provided by ImageSoft, and fully paid for by Customer will continue to operate and provide same or similar functionality in subsequent new versions of Supported Products. UPGRADE ASSURANCE DOES NOT INCLUDE MIGRATING TO A DIFFERENT OPERATING ENVIRONMENT.
- e) Web Support Portal. A feature of the Customer Care Support program includes ImageSoft providing Customer with access to support through the Web. The Web Support Portal provides Customer with access to support history, and the ability to submit a notification through the Web.
- f) Customer Care Pricing. The price for Customer Care is based on the size and complexity of the system being supported and an estimate of the amount of effort required to perform the support for the period being covered. In subsequent years ImageSoft reserves the right to adjust the price for Customer Care to better reflect the actual cost of the service being provided.

5. SUPPORTED HARDWARE MAINTENANCE

This section describes the terms and conditions related to all the Supported Hardware. Additional terms and conditions that are specific to a Product Vendor may be included in Section 17.

- a) Errors in Supported Hardware. All Error(s) discovered by Customer within Supported Hardware must be properly reported to ImageSoft in accordance with Section 6 of this SMA. ImageSoft shall use its commercially reasonable efforts to correct any properly reported Error(s) in the Supported Hardware that are mutually confirmed by ImageSoft and Product Vendor, in the exercise of their commercially reasonable judgment.
- b) Third-party On-site Maintenance. For most Supported Hardware ImageSoft will propose to Customer and purchase on behalf of Customer a third-party on-site maintenance contract. If an on-site maintenance contract is in effect, it will be identified in a related SOW, or through a renewal invoice for subsequent terms. If an on-site maintenance contract is in effect and an Error

is confirmed by ImageSoft to be covered by the on-site maintenance contract, then, ImageSoft will either contact the third-party on behalf of the Customer, or direct Customer to do so.

6. SUPPORT PROCEDURES

- a) Support Hours. Unless extended support coverage is defined within and purchased through a related SOW, Maintenance and Support Services shall be available during the hours of 9 a.m. to 5 p.m., Eastern Standard Time, Monday through Friday, excluding the following US holidays, as defined by the US Federal Government (www.opm.gov/fedhol)), including: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas day.
- b) Error Reporting. Proper notice shall include prompt telephonic and written (either via e-mail or postal mail) notice to ImageSoft of any alleged Error. If requested by ImageSoft, Customer agrees to provide written documentation of Errors to substantiate the Errors and to otherwise assist ImageSoft in the detection, verification and correction of said Errors. ImageSoft will use its commercial reasonable judgment to determine if an Error exists. If ImageSoft determines that a new Error exists, ImageSoft will assign an Error Tracking Number ("ETN") to the Error and provide this to the Customer. A NOTIFICATION OF ANY KIND DOES NOT BECOME AN "ERROR", AS DEFINED WITHIN THIS AGREEMENT, UNTIL AN ERROR TRACKING NUMBER IS ASSIGNED BY IMAGESOFT.
- c) Call Tracking and Response. ImageSoft's help desk shall track all Customer notifications and categorize them as follows:

Type	Description	Response Time
Critical	An issue has been identified and is either causing a significant portion of the system to be unusable, or is significantly affecting Customer productivity and no workaround is available. These calls are addressed before all others.	1 business hour
High	An issue has been identified and is either causing a significant portion of the system to be unusable, or is significantly affecting Customer productivity, however, a workaround is available.	4 business hours
Medium	An issue has been identified but is not significantly affecting Customer productivity.	8 business hours
Low	System is operating as documented; however, Customer has requested a change to the system or Customer has requested General Assistance or Advice.	24 business hours

ImageSoft will record information in a concise manner in an internal issue tracking database. A summary report will be provided to Customer upon request of the notifications that have been received.

Once an ETN is assigned then ImageSoft will respond to Customer notifications within the timeframes shown above. Response will include attempting to make direct contact with the Party that submitted the notification. Direct contact will first be attempted via telephone or pager. Secondly, an e-mail may be sent or another Customer party may be contacted. The course of action will vary depending upon the nature and severity of the notification.

7. TIME AND MATERIALS SERVICES

- a) On-Site Services. This agreement provides for Errors to be resolved remotely, however the parties may determine that on-site services are required. Upon the reasonable request of Customer, and agreeing to pay for such services on a time and materials basis, ImageSoft may provide on-site Services at Customer's facilities in connection with the correction of Error(s). All on-site service requests must be made in writing. ImageSoft may require that Customer provide either a signed Purchase Order, or a signed Statement of Work agreement prior to providing on-site services.
- b) Incidental Expenses. Customer agrees to pay ImageSoft for all reasonable travel and living expenses related to the performance of Time and Materials Services, which are properly supported by a receipt.

8. CUSTOMER RESPONSIBILITIES

- a) Operation of the System at Customer Premises. Customer acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the components of the System which are installed at Customer premises, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Customer is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss regardless of the cause of said loss. ImageSoft and Product Vendors shall have no responsibility or liability for data loss regardless of the reasons for said loss. ImageSoft and Product Vendors shall have no responsibility or liability for Customer's selection or use of any software (including Supported Software), hardware (including Supported Hardware), or systems.
- b) Customer's Implementation of Error Corrections and Upgrades and Enhancements at Customer Premises. To maintain the integrity and proper operation of the System, Customer agrees to implement, in the manner instructed by ImageSoft, all reasonable Error corrections and Upgrades and Enhancements for components installed at Customer premises. Customer's failure to implement any Error corrections or Upgrades and Enhancements may limit or restrict the ability of ImageSoft to implement future Error corrections or Upgrades and Enhancements to the system.
- c) Notice of Errors; Documentation of Errors. Customer shall provide prompt notice of any Errors in the System discovered by Customer, or otherwise brought to the attention of Customer. Procedures for proper ImageSoft notification are defined in section 6.
- d) Assistance in Error Correction. ImageSoft may request, and Customer is responsible for providing reasonable assistance during Error isolation and correction. Assistance may include, but is not limited to, collecting error logs, sending data and screen images to ImageSoft, running all or part of the system in a test mode, or otherwise assisting in the creation of an environment similar to that in which the Error was detected. If an Error cannot be successfully reproduced, it may be impossible to determine a root cause and provide a correction.
- e) Level-1 Support. Customer is responsible for providing first-level support to the end users of the System and other related systems. First-level support is to be performed by a trained Customer system administrator and is to cover the overall computing and business environment.

9. DISPUTE RESOLUTION

- a. Arbitration. The parties hereto shall endeavor to settle all disputes, controversies and claims arising in connection with this SMA in an amicable way. If the parties are unsuccessful in this regard, any such dispute, controversy or claim arising out of or relating to this SMA shall be settled by arbitration in Oakland County, Michigan, in accordance with the rules of the

American Arbitration Association (“AAA”) Commercial Arbitration Rules in effect as of the date of the events giving rise to the dispute. The arbitrator(s) (and any court pursuant to Section 9(b) shall apply the substantive laws of the United States of America and the State of Michigan to decide the dispute). The Parties shall choose, by mutual agreement, one (1) neutral arbitrator to hear the dispute. If the Parties cannot agree on the selection of the arbitrator within thirty (30) days after a demand for arbitration has been served, the arbitrator(s) shall be selected by the American Arbitration Association. The arbitrator shall be authorized to award only those damages which are permitted in this Agreement, subject to any disclaimers of damages and liability limits set forth in this Agreement, but the arbitrator shall not have the authority to reform, modify or materially change this Agreement. The award rendered by the arbitrator shall include costs of the arbitration, reasonable attorneys’ fees and reasonable costs for experts and other witnesses. Judgment on the award may be entered in any court having jurisdiction. The award of the arbitrator(s) shall be final and binding upon the Parties without appeal or review except as permitted by Michigan law. In connection with any application to confirm, correct or vacate the arbitration award, any appeal of any order rendered pursuant to any such application, or any other action required to enforce the arbitration award, the prevailing Party shall be entitled to recover its reasonable attorneys’ fees, disbursements and cost incurred in any post-arbitration award activities.

- b. Injunctive Relief. The Parties agree that notwithstanding the provision for arbitration, each Party will have the right to seek interim orders for equitable relief in a federal or state court having jurisdiction in Oakland County Michigan, as necessary to protect such Party’s Intellectual Property Rights or Confidential Information.

10. PAYMENTS AND REMEDIES

- a) Payment Effect on Coverage. UNLESS OTHERWISE AGREED TO IN WRITING; 1) ALL PAYMENTS FOR SUPPORT SERVICES ARE DUE PRIOR TO SERVICES BEING PROVIDED; AND 2) IMAGESOFT IS NOT OBLIGATED TO PERFORM ANY SERVICES DEFINED WITHIN THIS AGREEMENT UNTIL PAYMENT FOR BOTH THE SUPPORT SERVICES AND PAYMENT FOR THE SUPPORTED PRODUCT OR SUPPORTED SERVICES IS MADE IN FULL AND IS RECEIVED BY IMAGESOFT.
- b) Payment Terms. Customer shall pay all other invoices hereunder in full net thirty (30) days from the date of invoice.
- c) Past Due Amounts. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, ImageSoft shall have the right to cease to provide any Maintenance and Support Services and Upgrades and Enhancements to Customer unless and until such default, and any and all other defaults by Customer under this SMA, shall have been cured.
- d) Taxes and Governmental Charges. In addition to all other payments required to be made by Customer hereunder, Customer shall pay all taxes and governmental charges, foreign, federal, state, local or otherwise (other than income or franchise taxes of ImageSoft), however designated, which are levied or imposed by reason of the transactions contemplated by this SMA, including but not limited to sales and use taxes, excise taxes and customs duties or charges.
- e) U.S. Dollars. All payments by Customer to ImageSoft shall be made in U.S. dollars.

11. TERM

- a) Initial Term. Subject to the early termination provisions of Section 11c), the initial term of this SMA (the “Initial Term”) shall commence when one of the following conditions are met: 1) on the day that ImageSoft issues to Customer license codes for Supported Software; or 2) when any

part of Supported System is first used by Customer in a production mode; or 3) when Supported Services (configuration or custom software development) are accepted by Customer through a defined acceptance procedure; or 4) if Supported Software or a Supported Service are being used in a production mode prior to the signing of this agreement, then the date this agreement is signed.

The Initial Term of this SMA shall expire on the first annual anniversary of the commencement of the Initial Term unless an alternate term is specified in writing and agreed to by the parties.

- b) Renewal Periods. Except as otherwise provided below, the term of this SMA shall be renewed: (1) at the end of the Initial Term, for a period from the first day after the end of the Initial Term through December 31 of the calendar year in which the Initial Term ends; and (2) thereafter, annually on a calendar year by calendar year basis, unless either Party elects not to renew by written notice to the other Party with sixty (60) days written notice prior to the end of such Initial Term or renewal term, as the case may be. ImageSoft shall not exercise its right of non-renewal unless Customer is then in default, ImageSoft reasonably anticipates a Customer default, or ImageSoft is generally no longer in the business of providing such support or otherwise winding down its business. ImageSoft shall invoice Customer for annual maintenance fees for renewal terms at least forty-five (45) days prior to the end of the then-current term of this SMA. If any term of this SMA for which annual maintenance fees are payable is a period of less than twelve (12) calendar months, the annual maintenance fees for such term will be prorated based upon the number of calendar months in such period (including the calendar month in which such term of this SMA commences).
- c) Early Termination.
 - i) Automatic. Should any license agreement related to a Supported Products be terminated, then support for that Supported Product under this SMA shall be automatically terminated.
 - ii) By ImageSoft For Cause. ImageSoft shall be entitled to give written notice to Customer of any material breach by Customer of a Supported Product license agreement or this SMA, specifying the nature of such breach and requiring Customer to cure the breach. If Customer has not cured the breach within twenty (20) business days after receipt of such written notice, ImageSoft shall be entitled, in addition to any other rights it may have under this SMA, or otherwise at law or in equity, either (a) to immediately terminate this SMA, or (b) suspend the performance of services until the breach is cured. For the avoidance of doubt, failure to pay any sum due and owing is a material breach.
 - iii) By Customer.
 - (1) For Convenience. Customer may terminate this SMA at any time, for any reason or for no reason, upon not less than sixty (60) days advance written notice to ImageSoft.
 - (2) For Cause. Customer shall be entitled to give written notice to ImageSoft of any material breach by ImageSoft of this SMA, specifying the nature of such material breach or non-compliance and requiring ImageSoft to cure the breach. If ImageSoft has not cured the breach within twenty (20) business days after receipt of written notice, Customer shall be entitled, in addition to any other rights it may have under this SMA, or otherwise at law or in equity, to immediately terminate this SMA; and thereafter, so long as Customer has complied in all material respects with its obligations under this SMA and is current on all payment obligations to ImageSoft, Customer shall be entitled to a refund from ImageSoft of the "unused portion of the annual maintenance fees" for the then-current term of this SMA. For these purposes, the "unused portion of the annual maintenance fees" shall mean that portion of the annual maintenance remaining from the end of the month when the termination is effective to the end of the remaining term.
- d) Effect of Termination.

- i) Payments. Notwithstanding any termination of this SMA, subject to 11(b)(2), Customer shall be obligated to pay ImageSoft for (A) all Maintenance and Support Services provided on a time and materials basis in accordance with this SMA at any time on or prior to the effective date of termination; (B) all annual maintenance fees due with respect to any period commencing prior to the effective date of termination; and (C) all travel and incidental costs and expenses incurred by ImageSoft at any time on or prior to the effective date of termination.
- ii) Survival of Obligations. Provisions of this SMA which by their nature extend beyond termination of this SMA shall survive termination of this SMA. Additionally, the termination of this SMA will not discharge or otherwise affect any pre-termination obligations of either Party existing under this SMA at the time of termination. No action arising out of this SMA, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.
- iii) Reinstatement of SMA. In the event of non-renewal of this SMA by Customer, Customer may at any time elect to reinstate this SMA. To obtain reinstatement, Customer shall deliver written notice to such effect to ImageSoft. ImageSoft shall calculate and provide a proposal for reinstatement where the total cost will not be greater than 110% of the aggregate total cost of the entire period of lapsed coverage and the renewal term. Reinstatement will not be complete until payment in full is received. EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION, CUSTOMER SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.

12. LIMITED WARRANTY

- a) Limited Warranty of Services. ImageSoft warrants that the Maintenance and Support Services required under this SMA shall be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Maintenance and Support Services fail to conform to this limited warranty, Customer must notify ImageSoft in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. Upon receiving such timely written notice, ImageSoft's sole obligation for any actual breach of this Limited Warranty, and Customer's sole remedy, shall be for ImageSoft to use commercially reasonable efforts to re-perform the nonconforming Services as required by this SMA and the Limited Warranty. If ImageSoft thereafter fails to perform the Maintenance and Support Services in accordance with this Limited Warranty after a reasonable period of time (and at least thirty (30) days), Customer's sole and exclusive remedy shall be termination of this SMA in accordance with Section 11 of this SMA. For the avoidance of doubt and without limiting any other obligations excluded by operation of this SMA or by law, This warranty specifically excludes non-performance issues caused as a result of incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under this SMA or a related Supported Product license agreement.
- b) No Warranty of Product Upgrades and Enhancements. The Limited Warranty of Services above is not intended to modify any product warranty or disclaimer of product warranty that may be contained in the license Agreements for Supported Products relating to Upgrades and Enhancements of the Supported Products which may be provided to Customer under this SMA; for the avoidance of doubt, no product warranty is given under this SMA with respect to Upgrades and Enhancements.
- c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN A SOW, OR ANOTHER WRITTEN AGREEMENT THAT EXPRESSLY SUPERSEDES THIS AGREEMENT, IMAGESOFT MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE AND SUPPORT SERVICES, ANY SOFTWARE OR ANY UPGRADES AND ENHANCEMENTS PROVIDED UNDER THIS AGREEMENT. IMAGESOFT DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. IMAGESOFT DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES, SOFTWARE OR UPGRADES AND ENHANCEMENTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED. IMAGESOFT DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

13. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL IMAGESOFT'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID BY CUSTOMER TO IMAGESOFT UNDER THIS AGREEMENT DURING THE CURRENT TERM OF THIS AGREEMENT. IN NO EVENT SHALL IMAGESOFT OR PRODUCT VENDORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF IMAGESOFT OR PRODUCT VENDOR HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

14. FORCE MAJEURE

No failure, delay or default in performance of any obligation of a Party to this SMA (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other Party) and without negligence or willful misconduct of the Party otherwise chargeable with failure, delay or default. Either Party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other Party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other Party. This Section shall in no way limit the right of either Party to make any claim against third parties for any damages suffered due to said causes.

15. NOTICES

Unless otherwise agreed to by the parties in a writing signed by both parties, all notices, requests, demands and other communications under this SMA shall be in writing and shall be effective and deemed to have been received (a) when delivered in person, (b) Five (5) business days after having been mailed by certified or registered United States mail, postage prepaid, return receipt requested, or (c) the next business day after having been sent by a nationally recognized overnight mail or courier service, return receipt requested. Unless otherwise provided, notices shall be sent to the parties appearing on the signature page, at the address listed on the opening page of this SMA.

16. GENERAL PROVISIONS

- a) Jurisdiction. This SMA and any claim, action, suit, proceeding or dispute arising out of this SMA shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Michigan, without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this SMA shall vest exclusively in the federal or state courts of general jurisdiction located in Oakland County, Michigan.
- b) Interpretation. The headings used in this SMA are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this SMA shall be deemed to refer to the masculine, feminine, neuter, singular

or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this SMA.

- c) Waiver. No waiver of any right or remedy on one occasion by either Party shall be deemed a waiver of such right or remedy on any other occasion.
- d) Integration. This SMA, including any and all exhibits and schedules referred to herein or therein set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior discussions between them on the same subject matter. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter other than as expressly provided in this SMA. This SMA may only be modified by a written document signed by duly authorized representatives of the parties. This SMA shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this SMA in any purchase order or other written notification or documentation, from Customer or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This SMA will prevail over any conflicting stipulations contained or referenced in any other document.
- e) Binding Agreement and Assignment. This SMA shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither Party may assign this SMA or its rights or obligations under this SMA, in whole or in part, to any other person or entity without the prior written consent of the other Party. Any change in control of Customer resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.
- f) Severability. In the event that any term or provision of this SMA is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this SMA is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this SMA.
- g) Independent Contractor. The parties acknowledge that ImageSoft is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance and Support Services.
- h) Export Regulation. The Software, Upgrades and Enhancements are subject to export control laws applicable to ImageSoft's and Customer's respective jurisdictions, including without limitation, the United States. Customer acknowledges that the Software, Upgrades and Enhancements are subject to all United States laws and regulations as shall from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States and which prohibit export or diversion of certain products and technology to certain countries or individuals, including the Export Administration Act of 1979, as amended and/or any successor legislation, and the Export Administration Regulations ("EAR") issued by the Department of Commerce, Bureau of Industry and Security. Customer further acknowledges that the release of the Software, Upgrades and Enhancements to foreign nationals in the United States is a "deemed export" as that term is defined in the EAR and that such release may be a violation of the EAR. Customer represents and warrants that Customer will comply in all respects with the export and re-export restrictions applicable to the Software and will otherwise comply with the EAR or other United States laws and regulations in effect from time to time. Furthermore, Customer represents and warrants that Customer will not export (directly or indirectly), re-export, divert or transfer any Software, or Documentation, materials, items, technology, or technical data related to the Software to any destination, company, or person

restricted or prohibited by foregoing export laws and regulations. Customer undertakes, among other obligations, to determine any export licensing requirements, to obtain any export license or other official authorization, and to carry out any Customs or other governmental formalities for the export of the Software

- i) *Government Restricted Rights.* The Software, Upgrades and Enhancements are deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software-Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Software, Upgrades and Enhancements by the U.S. Government shall be solely in accordance with the terms of this Agreement.

17. PRODUCT VENDOR PROVISIONS

This section contains terms and conditions that are specific to particular Product Vendors. These terms are only applicable if the particular product vendor's products are supported.

- a) Product Vendor: Hyland Software (OnBase Software) – Definition of "Software". With respect to the OnBase product of Hyland Software, Inc. "Software" shall mean: (1) the current released version of the computer software licensed under the Hyland Software, Inc. EULA and, (2) at any time after ImageSoft has delivered to Licensee a new version of such computer software as an Upgrade and Enhancement under this SMA, the released version of such computer software last released prior to the current released version; provided, that the Software will not include any prior released version of such computer software that has been superseded for more than two (2) years (as determined from the date that Hyland Software, Inc. first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of such computer software.
- b) Product Vendor: Hyland Software (OnBase Software) – System Administrator Requirement for Support. If the OnBase Software product is being supported under this SMA, then Customer is required to have an OnBase Certified System Administrator on staff to support the OnBase system within ninety (90) days of the start of production usage of the OnBase software. If the Customer does not have an OnBase Certified System Administrator on staff, then ImageSoft may submit a Statement of Work (SOW) to provide this service remotely. The requirements for OnBase Certified System Administrator are defined by Hyland Software and can be found on the Web at <http://training.onbase.com>
- c) Product Vendor: Hyland Software (OnBase Software) – Start of OnBase Maintenance. If the OnBase Software product is being supported under this SMA and unless otherwise agreed to in writing, 1st year maintenance will begin ninety (90) days after the software is ordered from Hyland Software by ImageSoft.

IN WITNESS WHEREOF, the parties have executed this System Maintenance Agreement by their duly authorized representatives:

County of Ottawa
Customer

ImageSoft, Inc.
ImageSoft

By: _____

By: _____

Print Name: _____

Print Name: Scott D. Bade

Title: _____

Title: President

Date: _____

Date: _____

By: _____
Roger A. Bergman, Chairperson
Board of Commissioners

Date

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


Date

Appendix A – Existing System Configuration

<<Enter “Not Applicable” and delete the table below, or fill out the table. Make sure to note any limitations on support coverage, and/or the location of equipment and the serial #. You should also list known items that are NOT covered in order to clarify the scope>>

<i>Product Vendor / Component</i>	<i>Part # / Serial #</i>	<i>Qty</i>	<i>Notes / Limitations</i>

Action Request

 Ottawa County <i>Where You Belong</i>	Committee: Board of Commissioners
	Meeting Date: 01/28/2020
	Requesting Department: Facilities Maintenance Department
	Submitted By: John Shay
	Agenda Item: Replacement of Fitness Equipment

Suggested Motion:

To authorize the Board Chairperson and Clerk/Register to sign the five-year lease agreement with Strengthio Fitness to provide various fitness equipment at the County's various fitness centers.

Summary of Request:

Much of the County's fitness equipment is very old and in need of replacement. In 2019, Purchasing initiated a request for proposals for the supply, delivery, installation, on-site training and maintenance of fitness equipment throughout the County's workout facilities. The RFP allowed vendors to propose buying options including straight purchase, rental equipment, leased equipment and buyout options. The County received two proposals, which were evaluated based on experience and qualifications, as well as customer references and pricing. Strengthio Fitness is proposing a lease agreement with trade-in and buyout options. A total of 25 pieces of fitness equipment will be installed across all County workout facilities with additional equipment added on an annual, as-needed basis. The proposal also includes a total quality assurance with full replacement of equipment if not satisfied, as well as a 24-48 hour response time for maintenance and technical services.

The five-year lease would require annual lease payments of \$15,665.61 for a total payment of \$78,328.06. This would allow for the planned replacement of equipment at the end of the lease term.

Financial Information:

Total Cost: \$15,665.61	General Fund Cost: \$15,665.61	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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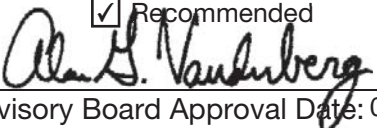
If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

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

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

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

Committee/Governing/Advisory Board Approval Date: 01/21/2020

Finance and Administration Committee



Ottawa County

Fiscal Services Department – Purchasing
12220 Fillmore Street - Room 331 - West Olive, Michigan 49460

Phone 616-738-4855

Fax 616-738-4855

E-mail: purchasing.rfp@miottawa.org

REQUEST FOR PROPOSAL 19-15 FITNESS EQUIPMENT SERVICES

Ottawa County is soliciting proposals from experienced and qualified vendors for the supply, delivery, installation, on-site training and maintenance of fitness equipment throughout various County facilities and serve in an “on-call” capacity as indicated within the context of this request. The County intends to award a contract for three (3) years with an option to renew for up to two (2) additional 12-month terms.

The County is exploring different buying options such as straight purchase, rental equipment, leased equipment, and buyout options. The awarded vendor will advise on the purchase of fitness equipment that meets the needs of County employees throughout the term of the agreement. All equipment recommended must be of a commercial or club grade industry standard or above and purchased new.

Proposals are to be submitted no later than 2:00 P.M. on Tuesday, June 18, 2019. Proposals received after this time will not be considered. All requests for additional information or questions should be directed to Amy Bodbyl-Mast at purchasing.rfp@miottawa.org.

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

Ottawa County reserves the right to award the contract to the most responsive and responsible vendor and reserves the right to consider matters such as, but not limited to quality offered, delivery terms, budget requirements, location, and service reputation of the vendor. Ottawa County reserves the right to reject any and all proposals and further reserves the right to cancel or reissue the RFP.

INFORMATION SUMMARY

Proposals received after RFP Deadline Date will not be considered.

RFP Administrator:	Amy Bodbyl-Mast, Purchasing Manager
RFP Release Date:	Wednesday, May 29, 2019
Request Site Review:	Monday, June 3, 2019 by 5:00 P.M. (ET)
Receipt of Questions:	Friday, June 7, 2019
Addendum Issue Date:	Tuesday, June 11, 2019
<u>RFP Deadline Date:</u>	<u>Tuesday, June 18, 2019 by 2:00 P.M. (ET)</u>
Intent to Award (Estimated):	July 15, 2019
Project Kick-Off (Estimated):	August 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:

- ☐ TRANSMITTAL LETTER –MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE
- ☐ ATTACHMENT A – COVER SHEET FOR PROPOSAL
- ☐ ATTACHMENT B – VENDOR QUESTIONNAIRE
- ☐ ATTACHMENT C – AUTHORIZATION FOR REFERENCE CHECK
- ☐ ATTACHMENT D – INDEMNITY/INSURANCE – CERTIFICATION STATEMENT
- ☐ ATTACHMENT E – DEBARMENT AND SUSPENSION – CERTIFICATION STATEMENT
- ☐ ATTACHMENT F – NON-COLLUSION – CERTIFICATION STATEMENT
- ☐ ATTACHMENT G – PROPOSAL PRICING FORM

LIST OF EXHIBITS

EXHIBIT A – EMPLOYEE FITNESS EQUIPMENT SURVEY SUMMARY

EXHIBIT B – EQUIPMENT LISTING BY LOCATION AND PURCHASE DATE

1. PROPOSAL SUBMISSION

Proposals must be received by 2:00 P.M. on Tuesday, June 18, 2019. Proposals received after this time will not be considered. All proposals must include completed, signed copies of all required attachments (See Vendor Proposal Checklist for full details). Attachments must be filled out in full and signed by an authorized Company representative.

E-mail Proposal Submission: Respondents may submit an electronic response (preferably single file PDF format) by e-mail to: purchasing.rfp@miottawa.org with the subject line of: "RFP 19-15 Fitness Equipment Services." 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 19-15 Fitness Equipment Services– 1 of 2."

Proposal Response: Proposal response must contain the following:

1) TRANSMITTAL LETTER – Proposal to include a transmittal letter signed by an authorized company representative. The transmittal should contain a brief statement of the respondent's understanding of the proposal. Highlight the company's professional experience and qualifications that demonstrates the firm's ability to supply, deliver, install and maintain fitness equipment.

2) ATTACHMENTS- Proposals must contain completed, signed copies of each of the following:

- ☐ TRANSMITTAL LETTER –MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE
- ☐ ATTACHMENT A – COVER SHEET FOR PROPOSAL
- ☐ ATTACHMENT B – VENDOR QUESTIONNAIRE
- ☐ ATTACHMENT C – AUTHORIZATION FOR REFERENCE CHECK
- ☐ ATTACHMENT D – INDEMNITY/INSURANCE – CERTIFICATION STATEMENT
- ☐ ATTACHMENT E – DEBARMENT AND SUSPENSION – CERTIFICATION STATEMENT
- ☐ ATTACHMENT F – NON-COLLUSION – CERTIFICATION STATEMENT
- ☐ ATTACHMENT G – PROPOSAL PRICING FORM

2. QUESTIONS

Vendors may submit questions and requests for clarification relating to this RFP from the date of publication until Friday, June 7, 2019. Vendors 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 proposal.

Responses to all questions and inquiries received by the County will be issued Tuesday, June 11, 2019 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 Department, purchasing.rfp@miottawa.org.

3. SITE VISIT (OPTIONAL)

Vendor representatives interested in a site review are instructed to contact Amy Bodbyl-Mast, purchasing.rfp@miottawa.org by Monday, June 3, 2019 at 5:00 P.M. to schedule a meeting with project representative(s).

During the site visit, vendors will have the opportunity to ask questions and confirm specifications of fitness equipment at each facility. 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 has over 1,100 employees assigned to numerous locations throughout the County. To encourage and promote employee wellness, the County has dedicated fitness spaces at five (5) County locations for use by all employees.

Employees can utilize the equipment at any of the locations, by security card access any time (days/nights/weekends). Equipment preferences and usage vary by location. Please see Exhibit A – Employee Fitness Equipment Survey Summary and Exhibit B – Equipment Listing by Location and Purchase Date for additional information.

5. SCOPE OF SERVICES

Ottawa County is soliciting proposals from experienced and qualified vendors for the supply, delivery, installation, on-site training and maintenance of the purchased fitness equipment throughout various County facilities and serve in an “on-call” capacity for consulting, support and maintenance. The awarded vendor is expected to advise on the purchase of fitness equipment that meets the needs of County employees.

A. GENERAL SPECIFICATIONS

The awarded vendor must be an authorized dealer of the equipment that is being supplied and all equipment must be commercial grade or club grade. All equipment must be of current design and manufacture and must be purchased new, not remanufactured or refurbished. A company representative should be assigned to the County and have the experience and expertise to provide consulting and account management services.

The County requires a “total satisfaction” guarantee. If a piece of equipment does not perform to the satisfaction of the County, the vendor will replace it with a machine of the same make and model. If the replacement does not perform to the satisfaction of the

County, the County will direct the vendor to replace the equipment with a comparable or better piece of equipment.

B. DELIVERY AND INSTALLATION

The vendor will deliver all equipment on a specified date/time, as agreed upon by the County representative, and all equipment will set up per manufacturer instructions. The County will inspect the equipment upon delivery and the vendor will remedy any equipment delivery, installation or setup up issues as soon as possible and at no additional charge to the County.

Cardio mats will to be provided and installed with any cardio equipment purchased.

C. ON-SITE TRAINING

The vendor must train designated County staff in the proper use and everyday maintenance of the equipment. Additionally, any manufacturer training materials are to be provided with each piece of equipment ordered.

Vendor training may also include local demo and/or testing of proposed or recommended equipment.

Proposals should describe on-site training, including number of hours, group size, types, as applicable.

D. SERVICE / MAINTENANCE

The awarded vendor is to provide regular maintenance on all equipment purchased. In addition, proposals may include an option for maintenance service on any current County-owned equipment. The vendor should maintain and inspect equipment, up to the manufacturer's recommendations or up to industry standards, whichever is better.

The vendor must be able to respond to a service request by phone within 24 hours and be able to on site for service calls within 48 hours.

E. WARRANTY

The vendor is to provide a manufacturer approved 3-year warranty that stipulates if something breaks during "normal" use, the vendor will cover all labor and materials to ensure complete repair of the unit at no cost to the County.

F. RENTAL, LEASE, BUYOUT – OPTIONAL

The County may be interested in different buying options such as straight purchase, rental equipment, leased equipment, and buyout options.

Any terms for leased or buyout options will be negotiated during the term of the agreement and as determined to be in the best interest of the County.

5. 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. Proposals will be scored using the criteria outlined below. **A proposer may not contact any member of an evaluation committee except at the RFP Administrator's direction.**

The County, at its discretion, may require the vendor to demonstrate the proposed equipment.

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

- Experience and Qualifications
- Customer References
- Proposal Pricing

The County reserves the right to interview and coordinate site visits and/or equipment testing and demonstrations to any number of qualifying firms as part of the evaluation and selection process. The decision as to which proposer(s) to contact (if any) will be based upon the most qualified, capable, experienced and cost-effective proposer(s) as determined in the evaluation process.

6. 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.

7. RESERVATION OF RIGHTS

Ottawa County reserves the right to interview any number of qualifying vendors 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. All proposals are intended for the sole proprietary use of Ottawa County. Ottawa County reserves the right to accept or reject any or all submitted proposals for any reason or no reason. All vendors, by the submission of their proposal, agree not to seek any claim, compensation, damages, or any other consideration whatsoever. Ottawa County reserves the right to reject any and all proposals.

8. 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 selection process and reserves the right to modify the scope of services during the course of the contract. Such modification may include adding or deleting any tasks this project will encompass and /or any modifications deemed necessary. Any changes in pricing or payment terms proposed by the Vendor resulting from the requested changes are subject to acceptance by the County. This contract is for the County use. Pricing reflects a commitment of the term indicated.

EXHIBIT A – EMPLOYEE FITNESS EQUIPMENT SURVEY SUMMARY

General Feedback/Comments

I love that the work out facility is available to us.

The fitness center is very nice and the equipment is good. I use the fitness center on my breaks and enjoy it.

I think the fitness room is great. The equipment is well maintained and in working order. I think more bikes or spinners could be added.

It's great that our county administration is taking a look at the fitness centers. It's such a wonderful benefit for us as employees...one that I use very regularly and am very grateful for!

I use the Gym 3 to 4 times a week. Think everything works great.

I am a frequent user of the James street facilities and I appreciate all it has to offer. The TV's are my way of staying connected to the world with news as I usually am working out around 5 am. The lunch hours were more busy and it seemed like the treadmills were always taken up. The 4th treadmill that you added was certainly a welcome.

The availability to the resource is great and it seems to be utilized by a number of individuals. The benefits to the facility is that it may be utilized prior to, during lunch, and in the evening after work hours. The size of the room and the free weights are in good condition.

I would like to thank you and all concerned for these rooms; it is a huge perk and much appreciated. Very progressive!

I have used the fitness facilities in this building and enjoy it. I would like to use it more, especially in the winter months. The last time I used it, I was on the one machine that is like a stepper but your feet go around in a kind of pedaling motions (I'm sorry I don't remember the name of the machine), but the timer was not working on it at that time.

I know that I do not have to answer this one but I would like it known that I would like to be able to use the fitness room. I am not allowed due to the fact that I am a Temp employee. But us that are Temp employee's are still employee's of Ottawa County. I do not think that it is very fair that family members of employee's are able to use the fitness room but us that are only Temp employee's can not. I just wanted to make a statement that it seems like us that get a check from Ottawa County, even if we are considered Temp. should be able to use the room also. Thank you for hearing my grievance about this matter.

Equipment Acquisition Suggestions

- The majority of the equipment should be replaced and or upgraded.
- Not enough walking machines, as they would be full by the time I would get to the gym on my lunch hour.
- Update the old machines (treadmills and elliptical machines)
- Need elliptical machines that work upper body and arms too
- I have used it mostly for the elliptical equipment and would love to have machines that have rotating arm motions along with the legs.
- Barbells
- Fans mounted or on the floor would be nice.
- New shower curtains
- Would love to have a couple of fans in that room.

- A rowing machine would be something to look into and maybe some stretch bands of different kinds or kettle balls or medicine balls.
- A rowing machine (or two) would be great!
- I would like to see a good rowing machine. Next best thing to swimming. - could we get a lap pool too? :-)
- I appreciate the fitness rooms, but would like to see elliptical machines that work the arms and treadmills that have a little more support. The current ones seem to be a little stiff.
- Of course good quality, operational treadmills, ellipticals, etc. are high on the list. Some basic equipment that is often used, or needed, by people who are doing rehabilitative exercises assigned by their physician or physical therapist would be nice, inexpensive and not too large to add to the workout room. Examples might be: Foam Roller, Foam block, Several tennis balls, Smaller inflatable ball (8" to 12"), Thera-bands and tubes, Balanced Body ARC barrel, Rebounder - perhaps with rail
- I think the treadmills are old and could be replaced.
- It would be really nice if the current equipment (treadmills mostly) could just be updated, the ones we have are very rusty. Also if all the equipment could "plug" into the televisions for sound rather than have 3 different TV's going on 3 different channels.
- The treadmills at Fillmore are far superior, and if we could replicate those at James St. it would be great.
- I regularly use the work out equipment (mostly the treadmill, free weights and weight tree) at the James Street Campus. I think the treadmills are reliable but need some cosmetic repairs. My experience with treadmills is that Precor makes quality equipment. The current treadmills could use some TLC
- I don't go as often as I used to because there are not enough treadmills - 3 is not enough since that is what most people use - the other things, like bike and step machine are left empty while people after 4 pm wait for the treadmill
- It would be nice if we investigated maybe a Tread Climber to add to the mix and also a second Recumbent Exercise bike.
- I'm an occasional user of the fitness room and my biggest suggestion would be to get a few treadmills that are newer and better functioning.
- Updated treadmills would be great.
- I would like to see new treadmills in the weight room. Not only are they old and all the paint is chipping off, but they've abruptly shut down on me in mid-run, numerous times. I don't know if that big floor mat is used much. I think the space could be better put to use with another weight machine, with different stations than the original one.
- I just started using the equipment at CMH again. I really only use the treadmills and although functionally they work, their condition is deplorable. New treadmills would be first on my list of new equipment for the facility. A scale would also be nice in either the locker rooms or in the fitness room.
- More ab equipment would be wonderful!!! Also, if they are considering new stuff, it would be great if it accommodated taller people as well. The main equipment hub in the CMH is more suited to smaller people.
- We need a new multi- station gym. It is dangerous as it stands. Hard to adjust weights and seats, pulleys don't move smoothly.
- I have 2 pieces of equipment I would love to see as an addition. **A Low back extension** which is a free standing item that you lay on your stomach and bend forward to stretch the low back. Also an **arm ergometer** which is like a bike but you pedal with your arms. For all of us that sit in front of a computer, it will help the arms and upper shoulder and back areas.

- Possibly a DVD so when there's only a few of us in there working out and want to use a "Zumba" dvd or other work out DVD we could do on the weekends.
- In regard to future acquisitions, access to workout videos/dvds and a tv that has the ability to play the system would be nice. It could allow staff to workout together afterward through classes, like yoga and aerobics.
- I would like to use a bowflex treadclimber if our county would buy one.
- Possibly someone to come in to show us more on how to use some of the equipment help with possibly sitting up a work out sheet for individuals who may want this on what exercises are best for them.

Equipment Concerns/Observations

- Treadmills are looking and acting pretty tired....this is the only equipment I use, so can't offer any thoughts about the other stuff
- Treadmills are not always all working
- Treadmills in the fitness room VERY difficult to use -- compared to the treadmills at Fillmore I feel like I am dragging a sack of rocks uphill. Not sure if it's the treads, the mechanism, or what, but they are very sluggish. They also are rusty (or paint is flaking/peeling?).
- The treadmills are rusting and the belts are worn.
- I was walking on the treadmill the other day and in the middle of my work-out it came to a dead stop it scared me as I almost fell off and it jarred my entire body.
- The treadmill bars are rusty and crusty pieces fall off.
- I enjoy the elliptical machine and the bicycle. I would like more instruction on how to use the exercise machines safely and effectively for my personal fitness goals. I appreciate having this facility so accessible.
- I used the fitness room several times, but got discouraged with the equipment, except for the treadmills, benches and free weights. I think the weight machine is too clunky to be effective and could be removed, as well as the cross trainers and bikes. I would love to see a couple of new cross trainers, a bike, and maybe a new treadmill. Also, a few foam rollers would be SO nice and foam mats for yoga/stretching! I would use it more if some of this equipment was there.
- Some of the equipment (treadmills mostly) is very rusty. There are also sharp edges on these machines from part of the plastic breaking off...I have scratched my hands on these on occasion just from swinging or moving my arms when I walk/ run
- Eventually the county is going to need to update the cardio equipment in general...they do a pretty good job of getting it fixed if it breaks most of the time but it seems like there is often a piece of equipment or two that isn't working right.
- I have also noticed that the locker room floors are pretty gross lately. Not sure if this goes along with the fitness center suggestions...but thought I would put it out there.
- The fitness room located at the James St. Fitness Room is in desperate need of help!! The equipment is outdated, worn, falling apart, rusty, loud, and constantly in need of repair. The bikes and treadmills are the worst. The newest (used) treadmill purchased is too small. Being tall, it is very hard to run on due to the belt being narrow. The old treadmills are rusting, breaking, and loud. The belts randomly jerk as you are walking and/or running and sometimes completely stop while in the middle of a workout. This can be extremely dangerous and cause injury if a person cannot stop themselves while running at a fast pace. A newer (used) elliptical machine was purchased last year. The machine was constantly down for repair. The weight equipment is old and could use updating. The mats are also old and worn. It would be nice if the room had better temperature and humidity control. I get extremely muggy and hot in the summer and causes the equipment to become slippery. I have slipped on the treadmill belts and elliptical pedals a number of times while using the equipment in the summer.

- If the County is not serious about replacing the equipment with new equipment that works they should consider offering memberships to local gyms, discounted rates to various gyms, or reimbursement for joining a gym or participating in group fitness classes (ZUMBA, Pilates, Yoga, Step, Cycling) with proof of receipts. It would be great if the County offered the classes on site. I would be more than willing to become certified as a ZUMBA instructor and teach ZUMBA to County employees if the County would allow me to instruct the classes on site before and after work. Please consider what the employees have to say about this fitness room. Physical fitness and health is extremely important. By providing a place for employees to exercise or providing a reimbursement to exercise at another location will help keep everyone healthy and in turn will help lower costs of employee health insurance.
- The treadmills could definitely use an upgrade.
- Treadmills and Elliptical Machines are used heavily. My favorite is the Elliptical
- The general upkeep and cleaning of the fitness room, equipment and locker-room. It is not clean.
- As for the fitness machines (bikes, elliptical, and treadmills) they need to be updated. The majority of the machines are suffering from the wear and tear of the machines, they are rusty in places and not all of the functions work correctly.
- The second and third treadmills (as you walk into the room from locker rooms) at times do not work. It's not the on/off switch or plug.
- There is a return air vent over a treadmill (the third, I think) that brings in hot air when it kicks in. A baffle or other diverter would be nice; the blast of hot air feels awful when already hot from exercise.
- I am very happy with the FITNESS EQUIPMENT at CMH. I just need to run on the treadmill for 30 minutes while watching TV and then showers after a great workout. All the treadmills could use some fresh paints though because they are peeling off and showing its rusty iron. All the treadmills still do their job even though all of them look pretty rusty. The old outdated box TV could be updated with modern flat screen TV also if budget permit.

Comic Relief:

If there is a piece of equipment that if I just sit on it for a bit, it simulates exercise and I get fit and trim...I would like that please! :)

Unless of course you want to add a hot tub!

I'm happy to have the gym at my work place, but there is only one thing missing. A hot tub for my bones
LOL

Since you are asking, well I thought about it good and hard and was just wondering if I could have a 6'2" dark and handsome man???

EXHIBIT B – EQUIPMENT LISTING BY LOCATION AND PURCHASE DATE

County of Ottawa
Request for Proposal 19-15
Fitness Equipment Services

Fillmore

Qty Equipment	Purchased	Unit Cost	Replacement Schedule
2 Upright Bikes	Pre 1998		
1 Stepper	Pre 1998		
1 Rower	Pre 1998		
1 Smith Machine	Pre 1998		
2 Precor Elliptical	1998		
4 Precor Treadmills	1998		1 - 2012
1 Four Station Gym	1998		
1 Flat/Incline/Decline Combo Bench	1998		
1 Two Tier Dumbbell Rack	1998		
5 - 75 lb Dumbbell Set	1998		
2 Flat Incline Benches	1998		
1 Leg Press	1998		
1 Total Chest	1998		
1 Inner/outer Thigh Machine	2006	\$3,295.00	
1 Body Trec Elliptical	2006	\$3,295.00	
1 Recumbent Bike	2006	\$2,995.00	
1 Precor Treadmill	2011	\$1,250.00	

James Street

Qty Equipment	Purchased	Unit Cost	Replacement Schedule
1 Tectrix	Pre 1998		
1 Four station Gym	Pre 1998		
1 Tectrix Upright Bike	Pre 1998		
1 True Upright Bikes	2001	\$1,795.00	
1 Recumbent Bike	2001	\$2,150.00	
2 True Elliptical	2001	\$2,995.00	
3 True treadmills	2001	\$4,295.00	1 - 2012
1 Inner/Outer Thigh machine	2001	\$3,895.00	
1 Two Tier Dumbbell Rack with	2001		
5 - 50 lb Dumbbell Set	2001	\$2,595.00	
Flat/Incline/Decline Combo Bench			
2 (recovered in 2009)	2001	\$249.00	
1 Precor EFX546 Elliptical (rebuilt)	2011	\$1,945.00	

GHCH

Qty Equipment	Purchased	Unit Cost	Replacement Schedule
1 Sports Art C570R Recumbent	2010	\$2,475.00	
3 Sports Art EB870 Elliptical	2010	\$3,890.00	
3 Sports Art T-650 Treadmills	2010	\$3,500.00	
1 Three Tier Dumbbell Rack	2010	\$450.00	
5 - 75 lb Dumbbell Rack	2010	\$1,545.00	
1 Legend Chin/Dip/Leg Extension	2010	\$1,960.00	
1 Legend Multi Press	2010	\$1,920.00	
1 Ab/Back	2010	\$1,880.00	
1 Inner/Outer Thigh	2010	\$2,000.00	
2 Flat Incline Benches	2010	\$475.00	

Name/Address
Couty of Ottawa Rick Vanderkerkhoff

Date	Estimate No.	Project
01/06/20	:Lease Package	

Item	Description	Quantity	Cost	Total
Fitness	PORT SHELDON		0.00	0.00T
Fitness	Sports Art 645 Full Commercial Treadmill	2	3,695.00	7,390.00T
Fitness	Octane 4700	1	4,000.00	4,000.00T
Fitness	NEW Octane Max Trainer	1	2,895.00	2,895.00T
Fitness	Stages Indoor Bike	1	1,895.00	1,895.00T
Trade-in	Equipment Trade-In Star Trac Climber, Precor 556 Tectrix upright, Sole, Endurance tread Star Trac treadmill	1	-100.00	-100.00T
Fitness	JAMES		0.00	0.00T
Fitness	Octane 4700 Elliptical	1	4,000.00	4,000.00T
Fitness	Octane Max Trainer	1	2,895.00	2,895.00T
Fitness	Stages Indoor Bike	1	1,895.00	1,895.00T
Fitness	Sports Art 645R Recumbent Bike	1	1,995.00	1,995.00T
Fitness	Octane Airdyne Pro	1	995.00	995.00T
Fitness	Trade ins True Recumbent, Tectrix Bike, 750 True Elliptical	1	-250.00	-250.00T
Fitness	HOLLAND COURT		0.00	0.00T
Fitness	Octane Max Trainer	1	2,895.00	2,895.00T
Fitness	Octane 4700	1	4,000.00	4,000.00T
Fitness	Trade ins 3 650 trades 2 870 Elliot rec 570 R	1	-300.00	-300.00T
Fitness	FILLMORE		0.00	0.00T
Fitness	Stages Inddor Bike	1	1,895.00	1,895.00T
Fitness	Octane 4700	1	4,000.00	4,000.00T
Fitness	Sports Art Recumbent Bike	1	1,995.00	1,995.00T
			Total	

Strengthio Fitness
342 Market Ave SW
Grand Rapids MI 49503



Estimate

Name/Address
Couty of Ottawa Rick Vanderkerkhoff

Date	Estimate No.	Project
01/06/20	:Lease Package	

Item	Description	Quantity	Cost	Total
Fitness	Stages Indoor Bike	1	1,895.00	1,895.00T
Fitness	Octane Max Trainer	1	2,895.00	2,895.00T
Fitness	Trade-ins ade tectrix climber, Precor Climber, 2 Tectrix Upright, I Spin, Precor 546	1	-2,250.00	-2,250.00T
Fitness	414 WASHINGTON		0.00	0.00
Fitness	Sports Art 635 Treadmill	3	3,695.00	11,085.00
Fitness	Octane 4700	2	4,000.00	8,000.00
Fitness	Octane Max Trainer	1	2,895.00	2,895.00
Fitness	Sports Art Recumbent	1	1,995.00	1,995.00
Fitness	Stages Indoor Bike	1	1,895.00	1,895.00
Trade-in	(3) 650 Treads, (2) 870 Elliptical, (1) Sports Art 870 Recumbent	1	-700.00	-700.00
Freight	Freight, Delivery and Setup	1	3,609.00	3,609.00
Freight	Freight, Delivery and Setup	1	995.00	995.00T
	Tax Exempt		0.00%	0.00
			Total	\$74,409.00



800.770.nelc (6352)
888.332.6352 fax
www.nelc.com

To: County of Ottawa
Rick Vanderkerkhoff

From: Mark Goldi ext. 705

of pages 1

Regarding: Lease - Rental Quote For Cardio Fitness Equipment

Options	1		2
	Standard Lease		Lease / Rental Planned Replacement
Equipment Cost	\$ 74,409.00	difference /monthly 7.42%	\$ 74,409.00
60 Monthly Payments of	\$ 1,450.18	\$ 107.53	\$ 1,342.65
Total of payments	\$ 87,011.05	\$ 6,451.97	\$ 80,559.08
		Annual Payment	\$15,665.61
		Total of payments	\$ 78,328.06
		savings over monthly	\$ 2,231.01
End of term options	Buy for \$1.00		Please see below
One advance payment & documentation fee due with lease * Payments are collected "in advance" ** Documentation fee \$ 195.00 *** Quote is based on total cost provided by the vendor		PR Lease End of Term Options 1) Continue to lease, month to month. 2) Return the equipment 3) Purchase at market value 4) New lease with new equipment	
Items required to complete your request			
	needed	Completed Credit application	
	needed	Signed lease-financing quote	
	needed	Signed and accepted final vendor quote	
	Needed	and current & 1 yearend financial statements. If internal or "compliance" include tax return	
		buy	7,440.90
		code	AAA
			0.0525000000
			0.0550000000
Commitment By Client - This is not a commitment to lease by Lessor			
Quoted payments are based on an established business in relatively good financial and credit standing. Payments quoted are estimated, based on current market conditions and are subject to change <u>until the request funds</u> . If a change, notice will be provided. A fee for documentation will be invoiced along with the unsigned lease-financing documents. Should a approved client, after receiving our lease-finance agreements decide not go forward on agreed quoted terms , the documentation fee will be charged. The individual indicated below is an employee of the Company and has legal authority to enter in to Agreements i n			
Terms Desired (write in) _____ Agreed <input checked="" type="checkbox"/> _____ Date _____ Company Name _____ Name & Title >> _____			

Action Request



Committee: Board of Commissioners

Meeting Date: 01/28/2020

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: Bizlog, LLC Agreement

Suggested Motion:

To authorize the Board Chairperson and Clerk/Register to sign the Bizlog Mileage Reimbursement Services Agreement to implement Triplog.

Summary of Request:

The Innovation and Technology Department is phasing out Lotus Notes, therefore requiring Fiscal Services to provide an alternate method for employees to report reimbursable mileage. A Fiscal Services Kata team, working with employees throughout the organization and Purchasing have a two-phase plan for updating mileage reporting software.

The first is for employees with significant travel to non-County facilities using triplog to capture and report mileage. Triplog is a mobile application and cloud mileage tracking software, including employee location (for security) and time. The product was pilot tested by the Health Department employees and they confirmed the accuracy of the software. Additionally, because the software is automated, data entry time was reduced. Countywide, we are expecting less than 75 employees to benefit from this application for a total annual cost of \$72/person or \$5,400 annually. The vendor agreed to hold pricing for 5-years in the agreement.

The second is for employees with regular travel, mostly between county facilities. An employee reimbursement module in the current Tyler Munis software has been identified for implementation in 2020.

Financial Information:

Total Cost: \$5,400.00	General Fund Cost:	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

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

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

Administration: ☒ Recommended ☐ Not Recommended ☐ Without Recommendation
County Administrator: *Alan G. Vandenbergh*

Committee/Governing/Advisory Board Approval Date: 01/21/2020

Finance and Administration Committee



BIZLOG
CONTRACT FOR MILEAGE REIMBURSEMENT
SOFTWARE AND SERVICES AGREEMENT

This AGREEMENT is made by and between the County of Ottawa, a municipality in the State of Michigan, (hereinafter, the "County") acting by and through its duly elected Board of Commissioners, (hereinafter the "Board"), and Bizlog (hereinafter, "Vendor"), with a principal place of business at 22525 SE 64th Pl. Suite 2268, Issaquah, Washington, 98027.

IT IS HEREBY AGREED AS FOLLOWS:

1. **Scope of Work:** Vendor agrees to provide the "Services" as detailed in Exhibit A. It shall be the responsibility of the Vendor to employ and assign to the project adequate personnel and equipment required to undertake and complete the work in a diligent, timely and orderly manner.
2. **Compensation:** In consideration for the services to be performed by the Vendor, the County agrees to pay Vendor the compensation set forth on Exhibit B. Payment to the Vendor for services will be under the County's terms of Net 30.
3. **Contract Documents:** The following documents are the entire agreement between the Vendor and the County. The agreement includes the following documents listed below, which are incorporated herein by reference and are deemed to be part of this contract as if set forth in full:
 - a) This Contract (including any attached exhibits);
 - b) All Provisions required by law to be inserted in this contract whether actually inserted or not.
4. **Performance**
 - a) Vendor shall perform the work as required by and in accordance with the schedule of time requirements set forth in Exhibit A.
 - b) Failure to complete services as required shall constitute breach of this contract.
 - c) Vendor shall have five (5) calendar days to cure a breach of this agreement (the "Cure Period"). Failure to cure a breach of this agreement within said Cure Period shall allow the County to, without further notice to the Vendor, declare this agreement terminated and proceed with the replacement of the Vendor and the County shall be entitled to all remedies available to it at law or in equity.
5. **Terms of Agreement:** The contract shall commence when signed by both parties and unless terminated earlier in accordance with the terms of this agreement, this agreement period will cover an initial contract period of five (5) years with options to renew for additional 24-month terms, as agreed upon in writing by both parties, Exhibit A.

This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of sixty (60) days' written notice by the terminating party to the other party.

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

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

8. Materials: Vendor will furnish all materials, equipment and supplies used to provide the services required by this agreement.
9. Background Checks: (if required by the facility) Background checks for Vendor employees will be conducted by the County prior to the commencement of any on-site work.
10. Compliance with Laws, Ordinances, and Regulations and Procurement of Permits:
 - a) This agreement is governed by the laws of the State of Michigan.
 - b) The Vendor shall at all times comply with all local, state and federal laws, rules and regulations applicable to this agreement and the work to be done herewith.
 - c) The Vendor shall obtain, and pay thereof, all permits required by any agency or authority having jurisdiction over the work. The Vendor shall provide a copy of any permit to the County within 3 business days of the County's request.
11. Exclusive Contract: This agreement, including exhibits attached hereto, a County Purchase Order, if applicable, is the entire Agreement between Vendor and the County for the services as detailed in Exhibit A.
12. Modification: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by either party or its authorized representative.
13. Record Keeping: The Vendor shall keep all records related to this agreement for the term of the agreement and 3 years thereafter.

14. **Dispute:** In the event of any conflicts or discrepancies in the wording of any terms, provisions and conditions contained in this Agreement, describing Vendor's obligations and responsibilities hereunder, said conflicts and discrepancies shall be resolved by first applying the interpretation of this Agreement and its exhibits, attachments, and addendums, then the mutually agreed Vendor's planning documents that affirm the details of the Services to be provided. Any agreement or modification of this Agreement shall be written and signed by both parties and will supersede any previous written understandings.

Should any disputes arise with respect to this Agreement, Vendor and County agree to act immediately to resolve any such disputes. The Vendor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work; any additional costs incurred by the Vendor as a result of such failure to proceed shall be borne by the Vendor and the Vendor shall make no claim against County for such costs.

If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to any other form of dispute resolution. In an effort to resolve any conflicts that arise during the construction of this project or following the completion of a project, the Vendor and County agree that all disputes between them arising out of or relating to this Agreement shall first be submitted to non-binding mediation unless the parties mutually agree otherwise, prior to resolving those disputes in a judicial forum.

15. Pending resolution of such dispute or difference and without prejudice to their rights, the parties shall continue to respect all their obligations and to perform all their duties under this Agreement.
16. **Jurisdiction and Venue:** The parties consent to the exercise of general personal jurisdiction over it by the Ottawa Court Circuit Court. Any action on a controversy that arises under or in association with this Agreement shall be brought in the State of Michigan, which both parties agree is a reasonably convenient place for trial of the action. The parties both agree that their consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.
17. **Liability and Insurance:** Vendor agrees to indemnify, defend, and hold harmless the County from any and all liability arising out of or in any way related to Vendor's performance of services during the term of this agreement, including any liability resulting from intentional or reckless or negligent acts or the acts of the employees or agents of Vendor.
18. **Relationship of Parties:** The Vendor is an independent contractor and is not an agent or employee of the County for any purpose including , but not limited to, the ability to bind the County and all labor or employee related matters such as tax

withholding/reporting, employee wages or benefits, or workers compensation. This agreement is not intended to create any joint venture or partnership of any kind. The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.

19. Subcontracts: Vendor may not assign or subcontract any rights or obligations under this agreement without the County's prior written approval.
20. Governmental Indemnity: The County does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.
21. Safety: The Vendor shall at all times observe and comply with all federal, state, local and County facility laws, ordinances, rules and regulations that may in any manner affect the safety and the conduct of the work. The Vendor shall indemnify and hold the County harmless against any claim or liability arising from the violation of any such provisions.
22. Absence of Waiver: The failure of either party to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if such forbearance or waiver had occurred.
23. Notices:
 - a) All notices and other communications for the parties may be served, mailed, or delivered at the following addresses:

If to the Vendor:

Attn:

Email:

If to Ottawa County: Ottawa County
Attn: Karen Karasinski, Fiscal Services Director
12220 Fillmore St., Suite 331
West Olive, MI 49460
Email: kkarasinski@miottawa.org
24. Partial Invalidity: The partial invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expunction of the invalid provision.

25. **Attorney Review:** The parties represent that they have carefully read this Agreement and have had the opportunity to review it with an attorney. The parties affirmatively state that they understand the contents of this Agreement and sign it as their free act and deed.
26. **No Third Party Benefit:** The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
27. **Availability of Funds:** Each payment obligation of the County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services performed herein, either party may terminate this Agreement at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time of the services that will or may be affected by the shortage of funds
28. **Miscellaneous:**
- a) **Force Majeure:** Either party shall be excused from performance under this Agreement for any period of time during which the party is prevented from performing its obligations hereunder as a result of any Act of God, war, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control. Such non- performance shall not constitute grounds for default.
 - b) **Title and Headings:** Titles and headings to articles, sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.
 - c) **Anticipatory Breach:** If the Vendor, at any time before delivery of services, declares its intent not to perform in accordance with this Agreement, Ottawa County shall have an immediate cause of action for breach of this Agreement, and shall be entitled to all remedies available to it at law or in equity.

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

COUNTY OF OTTAWA

By: _____

Roger A. Bergman, Chairperson
Board of Commissioners

Date

By: _____

Justin F. Roebuck,
County Clerk/Register

Date

BIZLOG

By: _____

Printed Name: _____

Title: _____

Date:



Ottawa County

Fiscal Services Department – Purchasing
12220 Fillmore Street - Room 331 - West Olive, Michigan 49460
E-mail: purchasing.rfp@miottawa.org

Phone 616-738-4855
Fax 616-738-4897

RFP 19-38 MILEAGE REIMBURSEMENT SOFTWARE

Ottawa County is soliciting proposals from experienced and qualified professionals to provide a mileage reimbursement software solution designed to help process and manage mileage expenses effectively. It is the goal of this RFP to determine a mileage reimbursement software solution that will support users of all activity levels. It must also include the ability to adhere to our current mileage policy yet maintain ease of use.

It is the County's intention to award an initial contract for a period of five (5) years with options to renew for additional twenty-four (24) month terms, if in the best interest of all parties. The contract will not be enforced until both parties have agreed and signed as accepted. The awarded vendor will be required to assume responsibility for delivery, hosting, installation and maintenance of all supplemental software and support services offered in its proposal.

Proposals are to be submitted no later than 2:00 P.M. (ET) on Wednesday, October 2, 2019. Proposals received after this time will not be considered. All requests for additional information or questions should be directed to Amy Bodbyl-Mast at purchasing.rfp@miottawa.org.

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

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

3. CURRENT ENVIRONMENT

Currently, Ottawa County mileage reimbursements are a manual, paper-based process with over 2,800 requests submitted and processed in Fiscal Year 2018. These requests consisted of 16,850 trips totaling approximately \$282,000.00. Ottawa County had 375 employees who submitted a mileage reimbursement request in Fiscal Year 2018. Of these 375, approximately 80 employees averaged six (6) or more trips in a given month.

Ottawa County has 9 campuses, 34 departments and over 1,200 employees spread out over 565 square miles. Several departments have field staff and some operate 24 hours, 7 days a week.

Currently, a user inputs their mileage reimbursement into Lotus Notes (the current software platform). This platform only does the calculation of the amount of reimbursement being requested (number of miles x IRS mileage rate). It does not automatically calculate mileage based on addresses provided from one location to another. Employees reference a mileage matrix (Exhibit A) for ease in calculating mileage between county campuses.

Once the employee completes their reimbursement, it is printed as a hard-copy document. This printed copy is then given to one or more approver to review the reimbursement request, confirm that it adheres to the Ottawa County mileage policy (Exhibit B) and signed by approver(s). It is not uncommon for some reimbursements to require multiple approvers. The printed, approved reimbursement may either be sent by courier or scanned and emailed to Accounts Payable. Once received by Accounts Payable, if it was emailed, it is then printed, processed and payment is issued.

4. SCOPE OF WORK

Ottawa County is seeking a mileage reimbursement software solution designed to help process and manage mileage expenses effectively and support users of all activity levels.

The mileage reimbursement solution is expected to meet the following MINIMUM CONDITIONS:

- Easy to use and navigate;
- Delivers an accurate and secure system for employees to track their mileage;
- Aids employees in the management of mileage reimbursements through web-based tools and/or mobile app;
- Noncompliance alerts (when request violates County policy);
- Ability for each employee to create a their own custom address file;
- Import functionality for calculated mileage and amount of reimbursement into the current expense reimbursement application within the County's ERP system (Tyler Munis);

- Simplifies expense tracking, making the process faster and easier for employees to submit and track the status of their reimbursement request;
- Reimbursement requests should be capable of going through a track-able electronic approval process (paperless from start to finish);
- Software must contain the following data points:
 - Employee Name
 - Employee Home address
 - Accounting codes
 - Date of travel
 - Addresses of start and end locations
 - Description of business purpose
 - Total miles traveled
 - IRS Mileage Rate
 - Total amount requested
 - Employee signature / electronic approval
 - Department Head signature / electronic approval
- Tailors the software to meet agency needs and conform to its processes, but also leverages best practices;
- Provides a Hosted Cloud-Based Service option;
- Is supported on a Microsoft SQL platform;
- Ensures highest level of security through data encryption, facilities security, and privacy policies;
- Provides a **significant** return on investment (ROI) compared to the cost of the service;
- Provides lifetime bug fixes and improvements;
- Software must be capable of providing HIPAA compliance.

The following software functionalities have been identified as PREFERRED FEATURES:

- Automates mileage reimbursement processes with calculation of mileage from one location to other location(s) and/or point to point addresses to improve mileage verification and accuracy;
- Mobile app utilizes smartphones (iOS and Android) built-in GPS to capture mileage;
- Stores address in real time using mobile app / GPS coordinates;
- Identifies inflated employee reimbursements as an effective tool for supervisors to monitor employee schedules and time management (i.e. distance, day of week).



PROPOSAL PRICING FORM

RFP 19-38 MILEAGE REIMBURSEMENT SOFTWARE

The undersigned hereby agrees to perform all work in accordance with the specifications, terms, and conditions of the County Request for Proposal, as described herein. Proposal pricing reflects a commitment of the terms indicated.

1. PROPOSAL PRICING: Recognizing that vendor pricing may be based on a number of different factors, including but not limited, to per-user licensing, per-trip or per-submission pricing, etcetera, Vendors are asked to propose a pricing structure for a five-year (5) contract with option to renew for additional 24-month terms, if mutually agreed upon by both parties. (*Pricing Proposal Form may be restructured to accommodate your pricing model as long as ALL COSTS are included*):

One Time Costs	Cost	Comments
Year 1 License for up to 1,300 users	\$6/month/user	Billing based on the number of enabled users each month. Per Addendum #1- 175 average
Installation/ Implementation	TDB	Any additional customization may be required and billed separately
Training	Included	One recorded session
Other (describe)	One time \$15 per iBeacon device for each user	Estimated 175 iBeacon devices @ \$15 each
Total One Time Costs	TBD	Year 1 -175 monthly license avg + one time beacon purchase
Annual Costs	Cost	Comments
Support/Maintenance	Included	
Year 2 and forward - License for up to 1,300 users	\$6/month/user	Based on addendum #1 -175 monthly.
Other (describe)		
Total Ongoing Annual Costs	10,500	Based on estimated 175 monthly number of users.



Ottawa County

PROPOSAL PRICING FORM - continued

2. PER-USER LICENSE

Yes: ☒ No: ☐ \$ (per license): \$6.00

Please Describe:

\$6.00 per user per month. Applies to all enabled users during the month, including
Administrators

3. PER-TRIP PRICING

Yes: ☐ No: ☒ \$ (per response):

Please Describe:

4. PER-SUBMISSION OR APPROVAL PRICING

Yes: ☐ No: ☒ \$ (per response):

Please Describe:



Ottawa County

PROPOSAL PRICING FORM - continued

5. ACCOUNT SET-UP, IMPLEMENTATION, DATA TRANSFER (AS APPLICABLE)

Yes: _____ No: X \$ (annual): _____

Please Describe:

6. ONGOING SUPPORT AND MAINTENANCE

Yes: _____ No: X \$ (annual): _____

Please Describe:

7. DATA STORAGE

Yes: _____ No: X \$ (annual): _____

Please Describe:



PROPOSAL PRICING FORM - continued

8. ALTERNATES / DISCOUNTS

Vendors are invited to propose additional services, discounts offered, or cost saving alternatives.

Please Describe:

iBeacon devises are offered at the discounted price of \$15 each per user.

9. OTHER

Provide any contract language your firm requests or requires to be included in a contract for this service

Customization of software is available on a quoted special project basis

The undersigned affirms that he/she is duly authorized to execute this proposal and having carefully read and considered the request in the manner described and subject to the terms and conditions set forth in the attached proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 120 days.

Authorized Representatives Signature

10.01.2019

Date

Tony Fair, Director of Sales

Authorized Representative's Printed Name and Title

Bizlog, LLC

Company Name (and Legal Name) for Business

Action Request



Committee: Board of Commissioners

Meeting Date: 01/28/2020

Requesting Department: Public Health

Submitted By: Marcie Ver Beek

Agenda Item: Public Health Organizational Personnel Changes

Suggested Motion:

To approve the request from Public Health to make the following position changes:

Increase the FTE of one Public Health Social Worker from 0.8 to 1.0 FTE (Group T-13) at a cost of \$16,166.

Add two part-time, non-benefited Health Educators (19.5 hr/week) at a cost of \$57,469.

Increase one Health Technician to a Group T-8 at a cost of \$6328.48.

Summary of Request:

See attached justification. The total for the FTE increase, the addition of two part-time non-benefited employees, and the position increase is \$79,963. To be funded with state revenue.

Financial Information:

Total Cost: \$79,963.00

General Fund Cost:

Included in Budget:

☐ Yes

☒ No

☐ N/A

If not included in budget, recommended funding source:

State Revenue

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

Action is Related to Strategic Plan:

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

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

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

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

Administration:

☒ Recommended

☐ Not Recommended

☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 01/21/2020

Finance and Administration Committee



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: Public Health DATE REQUESTED: 11/26/2019

POSITION TITLE: Social Worker ORG CODE: 22106053

DATE NEEDED as soon as possible

CHECK ONE: ☐ Full-Time Benefitted

☐ Part-Time Benefitted

☐ New Position → Number of hours per week requested: _____

☒ Expansion of Existing Hours → From: 32 To: 40 hrs/week

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

☐ New Position → Number of hours per week requested: _____

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

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Group T

2. Pay Grade: 13

3. Does a current job description exist? ☐ Yes ☐ No

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

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

See attachment

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. 100% (36% new public health funding formula + 64% increased revenue from more MIHP visits) _____

Provide the revenue line to be amended if this position is approved: 2210-6053-517000

Estimated salary cost (including for the budget year: \$13,046.10 (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: \$3,120.02 (department to request amount from H/R)



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

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

Increase in mileage reimbursement estimated at ~\$1,000-1,500 due to more home visits.

Additional information:

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

SIGNED: _____

DATE: _____

BUDGET DATA: _____

Fiscal Services Department Use Only

CONTROL #: _____

Fiscal Services Department Use Only

Justification for MIHP Social Worker Hours Increase

The Maternal Infant Health Program (MIHP) mandates a multidisciplinary approach to care with a team comprised of nurses, social workers, and dietitians. Ottawa County's MIHP has operated with one full-time social worker and one part-time social worker since 2003. We are requesting the part-time social worker position be increased to full-time for the following reasons:

- 1.) MIHP has seen a 49% increase in the number of referrals since FY2013. This is primarily due to the automation of referrals to MIHP from the Medicaid Health Plans beginning in January of 2017, Holland Inter Care Health Network closing their MIHP in June 2017, improved collaboration and MOUs with area birthing hospitals beginning in FY2017, and Ottawa County's general population increase. An increase in social work hours will help better ensure that eligible families are able to receive MIHP services.
- 2.) The families that MIHP serves are high-need and their situations are becoming increasingly more complex. Ottawa County is seeing more CPS referrals, more substance/opiate misuse, and more babies testing positive for marijuana. Additionally, the 2017 Community Health Needs Assessment helped bring more awareness of the prevalence of Adverse Childhood Experiences (ACEs) in our community. Since ACEs can affect long-term health, prevention of ACEs and the promotion of positive childhood experiences is pivotal. The education, support and social connection that social work through MIHP offers helps build stronger, healthier, and more resilient families.
- 3.) Increasing social work time will allow for more time to participate in community collaboration efforts such as Resilience Ottawa, the Migrant Resource Council, and the County's Cultural Intelligence Committee. In order to make lasting impact and improvement in early childhood, community collaboration is key.

Due to the reasons listed above, more time is needed for MIHP case management, documentation, team consultation, and community collaboration. The increase in hours will create more accessibility and flexibility for clients, and it will help MIHP better serve Ottawa County residents.

COUNTY OF OTTAWA

NEW TEMPORARY (UNBENEFITED) POSITION REQUEST FORM

POSITION TITLE: Health Educator **ORG CODE:** TBD

CHECK ONE: ☒ New Position: Number of hours per week requested: 19.5
☐ Expansion of Existing Hours From: _____ TO: _____ per week

CHECK ONE: ☒ Temporary Salaries (Object Number 705000)
☐ Temporary Salaries - Sheriff Reserves (Object Number 705004)
☐ Outside Temporary Service (Object Number 821006)

GENERAL INFORMATION:

1. Description of help being requested:

The Health Educator in this position will be responsible for planning, implementing and evaluating programming related to Substance Use Disorder in Ottawa County. The primary drugs this position will focus on are marijuana, tobacco and nicotine (including, but not limited to addressing the need for education and prevention around "vaping").

2. Briefly explain why the help is being requested and the specific effect on your performance measures and outcomes:

The use of Electronic Nicotine Delivery Systems (ENDS), or "vaping", has been a growing concern in Ottawa County. Youth are reporting more use and almost half of youth in Ottawa County believe it poses little risk. In addition, the percentages of youth who believe there is no or only slight risk to trying marijuana once or twice, or using it once or twice a week is increasing. Adult use (recreational) marijuana became legal in 2018. States that have legalized adult use prior to MI have all seen youth (ages 12-17) use rise above the national average. The OC Juvenile Courts are receiving increased numbers of referrals for underage youth with marijuana charges.

3. Estimate duration that help is needed:

End date is undefined

4. What is the projected duration of the need for this position?

The projected duration will be ongoing

5. How will progress to meet or eliminate the need for the position be measured?

The SUD program will set goals and objectives annually and will evaluate progress and needs based on those established goals and objectives and benchmarks.

(If the position being requested does not have an existing job description, please attach a description of anticipated duties.)

COST INFORMATION:

ESTIMATED SALARY COST FOR THE BUDGET YEAR: \$27,469 _____

ESTIMATED FRINGE BENEFIT COSTS FOR THE BUDGET YEAR: 0 _____

ESTIMATED COST OF EQUIPMENT NEEDED IN CONJUNCTION WITH POSITION : \$2,531 _____

(If equipment is required, please complete an equipment request form and indicate it is for a new position.)

SIGNED: _____ DATE: _____

BUDGET DATA:

CONTROL #:

Fiscal Services Department Use Only

Fiscal Services Department Use Only

Substance Use Disorder – Part-time, non-benefitted (2019)

1. Description of help being requested:

The proposed position would serve as a part-time, unbenefitted health educator on our Substance Use Disorder (SUD) team within the Health Planning & Promotion section at the Ottawa County Department of Public Health (OCDPH). This position will be responsible for planning, developing, implementing and evaluating education and programming surrounding electronic vapor devices (vape), tobacco, marijuana and alcohol in Ottawa County. This position's tasks may include, but are not limited to:

- Planning and implementing the Prime for Life curriculum with multiple populations in Ottawa County
- Providing support to the Juvenile Probation team by partnering with them to provide education to youth (minors) who are on probation and their parents
- Coordinating compliance checks for tobacco and vape retailers who are prohibited from selling to minors
- Serving as a back-up trainer for TIPS in Ottawa County, a program designed to prevent intoxication, drunk driving and underage drinking by enhancing the fundamental "people skills" of servers, sellers and consumers of alcohol.
- Serve as the Designated Youth Tobacco Use Representative in Ottawa County
- Assisting with the medical marijuana program (a grant-funded program through LARA)
- Providing vendor education to tobacco and vape retailers in Ottawa County
- Providing education and training opportunities, upon request, to schools throughout Ottawa County
- Assist with the research of best practices and evidence-based strategies, and recording data for program evaluation efforts.

2. Briefly explain why the help is being requested and the specific effect on your performance measure and outcome.

This position will primarily work with youth who are experiencing court or school consequences for early substance use charges and with area retailers to prevent illegal youth access to tobacco, marijuana, vape, alcohol and other emerging drugs.

- According to the 2017 Ottawa County Youth Assessment Survey (YAS), up to half of Ottawa County teens report that there is little to no risk to using substances. As perception of risk declines, youth substance use could begin to increase. In the most recent YAS, **more** teens reported that using marijuana, drinking alcohol, binge drinking alcohol and smoking cigarettes **pose little personal risk** than in the previous survey. In 2017, vape use increased nearly 50% over the previous year and nearly half of youth believe it poses little risk.
 - 23% believe that there is no or slight risk to having one or two alcoholic drinks nearly every day.
 - 28% believe there is no or slight risk to having five or more alcoholic drinks (binge drinking) once or twice a week.
 - 57% believe there is no or slight risk to trying marijuana once or twice.

- 45% believe there is no or slight risk to smoking marijuana 1-2 times per week.
- 49% believe there is no or slight risk to using electronic vapor products or e-cigarettes.
- Medical marijuana became legal in Michigan in November of 2008 and recreational use of marijuana was legalized in 2018. In 2017, teens reported LESS perceived personal risk with use, less disapproval of parents and friends, 1 in 4 believe more than 60% of classmates are using marijuana, and 1 in 3 say it is easy to get.
 - 57% believed there would be no or slight risk to trying marijuana once or twice in 2017. In 2009, that percentage was 52%.
 - 45% believed there would be no or slight risk to smoking marijuana 1 to 2 times per week in 2017. In 2013, that percentage was 40%.
 - Research demonstrates that increasing cannabis retail access is associated with increased current and frequent use, specifically among adults living in areas within 18 miles of a retailer, and even more so within 0.8 miles.¹ Implications include increased threat to public health and safety due to higher risk of impaired driving and access to minors. While most of Ottawa County is opting out of allowing retail shops, neighboring counties (Kent, Muskegon) have townships and cities what will be allowing them, such as Grand Rapids, Muskegon and Muskegon Heights.
- The Ottawa County Juvenile Probation Office is seeing an increase in the number of underage youth (minors) who are being referred to them for possession or use of tobacco, alcohol and marijuana. They are also seeing similar numbers for vape since it recently became illegal for people under the age of 18 to possess or use vape products. These would be candidates for the Prime for Life model program that will be a joint venture between Ottawa County's Public Health and Juvenile Court Departments.

Charge	2015	2016	2017	3-YEAR TOTAL
Tobacco Possession/Use	11	11	8	30
Marijuana Possession/Use	40	43	54	137
Alcohol Furnishing AND Purchase/Consumption	29	14	39	82
GRAND TOTAL	80	68	101	

Note: The numbers in the table above refer to juvenile ages 11-16 years “processed informally”; these are minors who agree to complete the requirements of the court in order to have the charge removed from their record.

Sources for table data:

Nicole Bierema – Juvenile Probation & David Cook – IT – District Court data

¹ American Journal of Public Health, accessed October, 2019
<https://ajph.aphapublications.org/doi/abs/10.2105/AJPH.2019.305191>

The proposed part-time, unbenefited position would allow for the expansion of services for Prime for Life and targeted education to youth and their parents in partnership with the Juvenile Court, and potential expansion of the program to area schools. It would also include more focused attention in the areas of marijuana and vape.

3. **Cost:** In addition to the standard hourly pay for a 19.5-hour unbenefited position, there would be an initial IT equipment purchase of laptop, docking station, monitor, keyboard/mouse. Ongoing annual costs for standard infrastructure such as office space, office supplies, phone, limited training and mileage.

COUNTY OF OTTAWA
NEW TEMPORARY (UNBENEFITED) POSITION REQUEST FORM

POSITION TITLE: Health Educator

ORG CODE: 22106311

CHECK ONE:

☒

New Position:

Number of hours per week requested: 19.5

☐

Expansion of Existing Hours

From: _____

TO: _____

per week

CHECK ONE:

☒

Temporary Salaries (Object Number 705000)

☐

Temporary Salaries - Sheriff Reserves (Object Number 705004)

☐

Outside Temporary Service (Object Number 821006)

GENERAL INFORMATION:

1. Description of help being requested:

This position would serve as an entry level health educator and would support the work of our Wellness Team. This position will be responsible for the day to day, detailed tasks of programs like Meet Up and Eat Up, Step it Up, Ottawa Food initiatives and more.

2. Briefly explain why the help is being requested and the specific effect on your performance measures and outcomes:

We currently have a combined total of 1.5 FTE dedicated to Wellness, in Health Promotion. The two individuals who occupy these two positions (one is a .6 FTE and one is a .9 FTE) are responsible for high level community organization around several initiatives that address food insecurity, healthy eating, physical activity, suicide prevention and Community Health Improvement Plan. Many of these initiatives have grown each year and the workload now exceeds the capacity (in terms of time) available to successfully and adequately carry out the work.

3. Estimate duration that help is needed:

End date is undefined

4. What is the projected duration of the need for this position?

The projected duration will be ongoing.

5. How will progress to meet or eliminate the need for the position be measured?

The SUD program will set goals and objectives annually and will evaluate progress and needs based on those established goals and objectives and benchmarks. In addition, Ottawa Food has a three year strategic plan that includes an evaluation component, which will be used to determine progress.

(If the position being requested does not have an existing job description, please attach a description of anticipated duties.)

COST INFORMATION:

ESTIMATED SALARY COST FOR THE BUDGET YEAR: \$27,469

ESTIMATED FRINGE BENEFIT COSTS FOR THE BUDGET YEAR: \$0

ESTIMATED COST OF EQUIPMENT NEEDED IN CONJUNCTION WITH POSITION : \$2,531

(If equipment is required, please complete an equipment request form and indicate it is for a new position.)

SIGNED: _____

DATE: _____

BUDGET DATA:

CONTROL #:

Fiscal Services Department Use Only

Fiscal Services Department Use Only

Wellness Position – Part-time, non-benefitted (2019)

1. Description of help being requested:

The proposed position would serve as an entry-level health educator, supporting the work of our Wellness team within the Health Planning & Promotion section at the Ottawa County Department of Public Health (OCDPH). This position will be responsible for assisting current staff in the day-to-day operations of the following programs: [Meet Up and Eat Up](#); [Step it Up](#); [Ottawa Food](#); [Pick for Pantries](#); Produce Donation Program and [Suicide Prevention](#), which will allow senior level staff to perform the complex work of community organizing, planning and facilitation. This position's tasks will include, but are not limited to:

- Communication duties such as website and social media updates, communication with farmers, market masters, service organizations, pantries, school food service staff, program participants, volunteers, etc.
- Administrative duties such as scheduling meetings and rooms, taking meeting minutes and sending meeting reminders, and enrolling participants
- Ordering, developing and modifying program materials such as food resource guides, surveys, and marketing and promotion of programs/initiatives
- Event and activity coordination such as kick-offs, wrap-up events, and other special events
- Assist with the research of best practices and evidence-based strategies, and recording data for program evaluation efforts.

2. Briefly explain why the help is being requested and the specific effect on your performance measure and outcome.

According to local population surveys, Ottawa County residents, both young and old, are not eating enough fruits and vegetables or getting enough physical activity^{1,2} There is also growing concern about deaths by suicide, particularly among youth.³ Each of these three concerns are identified as priorities for community action within the Ottawa County Community Health Improvement Plan (CHIP).⁴ The Ottawa County Department of Public Health's Health Planning & Promotion section is tasked with addressing these priorities by facilitating collaborative efforts that foster collective impact among community partners, such as schools, law enforcement, medical providers, human service providers, etc. Two staff with a combined 1.5 FTE are currently dedicated to these prevention efforts, for a population that is the fastest growing in Michigan.⁵ These two staff positions plan, implement and evaluate programs and initiatives that address food insecurity, healthy eating, physical activity and suicide prevention toward improving the health of Ottawa County residents. In addition, this team of two provides support

¹ https://www.miottawa.org/Health/OCHD/pdf/BRFS/2017_BRFS.pdf

² https://www.miottawa.org/Health/OCHD/pdf/data/OCYAS_2017.pdf

³ https://www.miottawa.org/Health/OCHD/pdf/data/Special/OC_Suicide_FactSheet.pdf

⁴ https://www.miottawa.org/Health/OCHD/pdf/CHIP/2018/Full_Report.pdf

⁵ <https://content.govdelivery.com/accounts/MIOTTAWA/bulletins/23f0d91>

to the CHIP Steering Committee and the Ottawa County Suicide Fatality Review Team. As the Ottawa County population has rapidly grown, so have these initiatives – and the workload now exceeds the available FTE to successfully and adequately carry out the work.

- Meet Up and Eat Up has grown from serving just over 17,000 meals at 10 sites in 2016 to serving over 37,500 meals at 17 sites in 2018.
- Step it Up experienced a 235% increase in the number of people enrolled in just one year, from Spring 2017 (322 enrolled) to Spring 2018 (1,078 enrolled).
- Feedback from Step it Up participants prompted the creation of a year-round walking program in 2019 called Ottawa Walks, which requires additional oversight and coordination.
- The Suicide Prevention coalition was organized in 2018, starting out as one group meeting once a month and growing to four active work groups meeting monthly.
- Ottawa Food has identified the need to have a consistent [social media presence](#), along with more frequent and regular updates to its' [website](#). Currently, we do not have the capacity to provide this level of support to the coalition, however, as the lead agency, we would like to dedicate some staff time to address this important need.
- Initiatives like Pick for Pantries and the [Produce Donation Program](#) are ripe for expansion, but do not currently have the staffing capacity to do so.

The proposed part-time, unbenefited position would allow for the continued expansion of these initiatives, which would increase availability of fresh produce to those in need, support the local economy by supporting local growers, feed hungry children within a safe environment, support our county parks while increasing opportunities for movement and social connection, and prevent untimely deaths.

3. **Cost*:** In addition to the standard hourly pay for a 19.5-hour unbenefited position, \$27,469 annually, there would be an initial IT equipment purchase of laptop, docking station, monitor, keyboard/mouse. Ongoing annual costs for standard infrastructure such as office space, office supplies, phone, limited training and mileage.

*This position will be funded with State revenue. No general fund dollars are being requested.



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: Public Health DATE REQUESTED: 1-14-2020

POSITION TITLE: Health Technician ORG CODE: 22106044

DATE NEEDED 1/27/2020

CHECK ONE: ☒ Full-Time Benefitted

☐ Part-Time Benefitted

☒ New Position → Number of hours per week requested: 40

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

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

☐ New Position → Number of hours per week requested: _____

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

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Group T

2. Pay Grade: T-8

3. Does a current job description exist? ☒ Yes ☐ No

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

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

See attached for explanation of request to replace the Clinic Support with a Health Technician, with a cost of

\$6,328.48, covered by the State of Michigan revenue.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. State of MI (ELPHS Increase)

Provide the revenue line to be amended if this position is approved: 22106044

Estimated salary cost (including for the budget year: 44,284.56 (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: 35,200.65 (department to request amount from H/R)



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

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

No additional equipment is needed. Existing computer, phone, workspace is already available from the Clinic Support Biologic Clerk.

Additional information:

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

SIGNED: _____

DATE: _____

BUDGET DATA: _____

Fiscal Services Department Use Only

CONTROL #: _____

Fiscal Services Department Use Only

Proposal for Health Technician for Immunization Clinic Team

1/14/2020

Proposal Recommendation:

- To replace the vacated Clinic Support Biologic Clerk as a Health Technician.

Background:

On 12/30/19 the Clinic Support position was vacated by Tonya Barber. After careful review of this position's essential job functions, it has been determined the duties and responsibilities better align with the Health Technician than the Clinic Support.

Rational:

A Health Technician in the clinic specifically assigned to the immunization and communicable disease teams, will allow for a shift from clerical functions to an increase in responsibility in the clinical and in the technical responsibilities of this position, such as:

- Manages health department inventory for public and private vaccine by ordering, receiving and properly storing of all vaccines. This is inclusive of both health department, birthing hospitals and private physician offices that provide the (VFC) Vaccine for Children vaccine.
- Coordination with all Ottawa County schools and childcare for proper vaccine records for school enrollment/reports, including waivers and school exclusion rules and education.
- Manages mandated communicable disease reports from school, childcares, long term facilities. This mandates up to date reporting for crucial public health response to community wide outbreaks, investigation, preventative education, diagnosis and treatment/vaccination.
- Records client laboratory test results and treatment in the EMR and state databases for communicable disease and immunizations.

Fee Proposal:

See the attached financial breakdown prepared by fiscal services. The Health Technician position is a T-8, currently there is funding budgeted at a T-6. An additional \$6,328.48 is needed to support this request. These funds budgeted and are available to support his increase in expense from the State of Michigan in an annual increase allocated to Public Health.

	T-6	T-8
Total Wages	39,443.77	44,284.56
Total Fringes	33,712.97	35,200.65
Total Payroll	<u>73,156.74</u>	<u>79,485.22</u>

Action Request



Committee: Board of Commissioners

Meeting Date: 01/28/2020

Requesting Department: Community Mental Health

Submitted By: Marcie Ver Beek

Agenda Item: Community Mental Health Organizational Personnel Changes

Suggested Motion:

To approve the request from CMH to make the following position changes:

Increase in salary for Staff Psychiatrist and move the position from contracted to a benefitted unclassified position at CHM Unclassified-20, at a cost of \$409,272.
Increase the salary for the Nurse Practitioner (2 FTE's) from an CMH Unclassified-11 to CMH Unclassified-12 at a cost of \$23,000.
Add two FTE's Commission Based Therapist positions at a cost of \$86,871, for a six month pilot program.
Add one FTE Grant Writer/Manager at CMH Group T -5, at a cost of \$90,812.81.
Add one Family Services Mental Health Aide at CMH Group T-12, at a cost of \$78,798.
Add one Community Navigator Clinician at CMH Group T-15, at a cost of \$90,812.81.
Add one Community Navigator Aide at CMH Group T-12, at a cost of \$78,798.

Summary of Request:

See attached justification. The total for the increase and addition of six FTE's is \$858,364.62. The money will come from the following areas;

Increase in salary for Staff Psychiatrist, money to come from Medicaid and General Fund.
Increase the salary for the Nurse Practitioner positions, money to come from Medicaid and General Fund.
Add two FTE's Commission Based Therapist positions, money to come from Medicaid and General Fund.
This would be a pilot program that would be reassessed in six months.
Add one FTE Grant Writer/Manager, money to come from the millage in year one and covered by grants the subsequent years.
Add one Family Services Mental Health Aide, money to come from the millage.
Add one Community Navigator Therapist, money to come from the millage.
Add one Community Navigator Aide, money to come from the millage.

Financial Information:

Total Cost: \$858,364.62	General Fund Cost:	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Medicaid and Millage

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

Action is Related to Strategic Plan:

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

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

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

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

Administration:

County Administrator:

☒ Recommended

☐ Not Recommended

☐ Without Recommendation

Committee/Governing/Advisory Board Approval Date: 01/28/2020

Finance and Administration Committee



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: CMH DATE REQUESTED: 1/2/20

POSITION TITLE: Staff Psychiatrist ORG CODE: 2220

DATE NEEDED 2/1/20

CHECK ONE: ☒ Full-Time Benefitted

☐ Part-Time Benefitted

☒ New Position → Number of hours per week requested: 40 hours

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

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

☐ New Position → Number of hours per week requested: _____

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

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Unclassified

2. Pay Grade: U25

3. Does a current job description exist? ☐ Yes ☒ No

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

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

This is a position that CMH had at one time. However, since the last person vacated, it has been filled by contracted and locum tenens staff. We are asking to reinstate this position in order to fill with a permanent, in house staff which will save money over contract services and increase care coordination and service delivery.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. None - cost for current contracts will cover this position

Provide the revenue line to be amended if this position is approved: 104411000

Estimated salary cost (including for the budget year: \$ 300,000) (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: \$ 109,272 (department to request amount from H/R)



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

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

computer, phone

Additional information:

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

SIGNED: _____

DATE: _____

1/2/20

BUDGET DATA: _____

Fiscal Services Department Use Only

CONTROL #: _____

Fiscal Services Department Use Only

OTTAWA COUNTY

TITLE: Staff Psychiatrist

EMPLOYEE GROUP: Unclassified

DEPARTMENT: COMMUNITY MENTAL HEALTH

GRADE: U25

SUMMARY:

Under the direction of Executive Director, in consultation with Program Supervisors and in accordance with state and local laws and regulations, provides direct psychiatric services to consumers as part of multidisciplinary treatment teams. Provides full spectrum of psychiatric care to consumers: assessing, diagnosing, and managing prevention and treatment of psychiatric disorders and mental health problems in individuals with mental illness and co-occurring mental illness/substance-use disorders.

CLINICAL FUNCTIONS:

1. Provides direct psychiatric services to consumers, including initial and periodic psychiatric assessments, using DSM V diagnosis and recommendations.
2. Collects data from multiple sources using assessment techniques appropriate to consumer's language, culture, and developmental stage, including, but not limited to, screening evaluations, psychiatric rating scales, and other standardized instruments.
3. Differentiates psychiatric presentations of medical conditions from psychiatric disorders and arranges appropriate evaluation and follow-up.
4. Differentiates between exacerbation and reoccurrence of chronic psychiatric disorder and signs and symptoms of new mental health problem or new medical or psychiatric disorder.
5. Develops treatment plan for mental health problems and psychiatric disorders based on biopsychosocial theories, evidence-based standards of care, and practice guidelines.
6. Prescribes and manages medication regimens for individuals with mental illness and co-occurring mental illness/substance-use disorders.
7. Reviews and signs Person-Centered Treatment Plans.
8. Provides involuntary certifications for inpatient psychiatric hospitalization; certifications and Probate Court testimony for continued court orders; provides clinical second opinions; conducts review of death.
9. Educates consumers regarding prescribed medications, their illnesses, and interaction of medications.
10. Records consumer and treatment data in case notes, and ensures that consumer case records are properly documented and that confidentiality of consumer information is maintained.
11. Ensures that service delivery to consumers complies with CMH standard operating policies and procedures, Title X, Medicaid Manual for Providers, Michigan Mental Health Code (PA 258 of 1974), Michigan Department of Health & Human Services (MDHHS) rules and regulations and Self-determination Initiative, and CARF accreditation rules, regulations, and requirements.
12. Prepares all documentation and reports required to maintain compliance with Recipients' Rights rules and regulations.
13. Performs other related duties as assigned.

ADMINISTRATIVE FUNCTIONS:

1. Advises Executive Director of Psychiatric Services.
2. Evaluates need and ensures adequate agency-wide psychiatric services and effectiveness of existing programs, and recommends program changes to meet identified needs and priorities.
3. Develops, maintains, and revises medical protocols, policies, and procedures in conjunction with medical, nursing, and administrative staff, in compliance with MDHHS.
4. Develops protocols and identifies practices to effectively contain medication costs.

5. Acts as chair of psychiatric peer review process, prescriber meetings and medical staff meetings.
6. Develops and directs implementation of quality assurance and contract practices for delivery of medical care.
7. Maintains cooperative relations with medical community, health care organizations, professional organizations, government bodies, and funding sources.
8. Provides clinical supervision to mid-level providers.
9. Provides clinical consultation and in-service education to Community Mental Health of Ottawa County (CMHOC) clinical staff and contract providers.
10. Participates in Behavior Treatment Review Committee (BTRC)

CONTACTS:

This position has frequent contact with:

1. Treatment team members, including Nurse Practitioners, clinicians, nurses, specialists, team supervisors, and other staff members.
2. Probate Court.
3. Local law enforcement jurisdictions.
4. Consumers and their families.
5. Group foster care homes and residential treatment facilities.
6. Contractual service providers.
7. Primary care physicians.
8. Pharmaceutical manufacturers' and vendors' representatives.
9. Community health partners, including hospitals, medical clinics and emergency care facilities.
10. Human and social service agencies and other community resources
11. Michigan Department of Health & Human Services
12. Civic and community groups; members of the general public.
13. Similar programs in other counties.

REQUIRED KNOWLEDGE AND SKILLS

1. Thorough working knowledge of:
 - a. Mental illnesses, substance-use disorders, and psychiatric/emotional disorders, including diagnostic and treatment methodologies.
 - b. General medicine and its relationship to mental illness.
 - c. Preventive medicine.
 - d. Psychopharmacology.
 - e. Diagnostic and Statistical Manual of Mental Disorders.
 - f. Psychosocial rehabilitation, principles of recovery, and principles of best and evidence-based practices in treatment of mental illness and co-occurring mental illness/substance-use disorders.
 - g. Principles and practices of psychiatric administration.
 - h. Medications, including psychotropic drugs, and effects on psychiatric patients.
 - i. Medical and psychiatric emergency procedures.
 - j. Local, state and federal health codes, statutes, rules and regulations, including Title X, HIPAA, Michigan Mental Health Code (PA 258 of 1974, as amended), Medicaid Manual for Providers, MDCH Rule 325, Sec. 1430-14306, and CARF accreditation rules, regulations and standards.
2. Computer literacy and knowledge in utilizing electronic medical record.
3. Good interpersonal and oral and written communications skills.
4. Knowledge of the cultural and ethnic groups represented in Ottawa County and cultural norms affecting health maintenance and health care.
5. Good organizational skills and ability to prioritize workload.

6. Ability to interact positively and objectively with consumers, treatment team members, co-workers, health care and human service practitioners, and community representatives from widely diverse cultural and socio-economic backgrounds and with varying levels of interpersonal and communications skills.

REQUIRED EDUCATION, TRAINING, AND EXPERIENCE:

Doctor of Medicine (MD) or Doctor of Osteopathy (DO) degree from an accredited school of medicine, successful completion of a three (3) year residency in psychiatry, and eligibility for Board Certification in Psychiatry.

LICENSES AND CERTIFICATIONS:

1. State of Michigan License to practice Medicine.
2. Federal controlled substance license and DEA number.

PHYSICAL REQUIREMENTS:

Must be able to perform essential job functions with or without reasonable accommodations, including, but not limited to, visual and/or audiological appliances, and devices to increase mobility.

WORKING CONDITIONS:

Work is generally performed in a normal office environment. Delivery of psychiatric care to consumers may entail exposure to a variety of disease vectors and potential exposure to bloodborne pathogens.

Rational for Increasing the Nurse Practitioner Wage

1. We have had a Nurse Practitioner (NP) position open since May 2018. We have offered the job to four people and all have turned it down. We do know for certain in two cases, the candidate went back to their current provider and received increased salary to stay in their current job above and beyond the top rate of this current salary scale.
2. Over the past year, CMH has had numerous discussions with recruiting agencies, locum tenens agencies and has done some research on national rates for psychiatric nurse practitioners. The evidence and advice we have received is consistent and asserts that the current rate we have for this position is too low to match local and national competitors. At this point, it is common for a newly graduated psychiatric nurse practitioner to receive \$120,000 as a beginning salary which is about \$8000 more than the top rate of pay for our current salary scale.
3. Given that this position has been open for nearly 20 months, we have had to staff it with contract and locum tenens personnel. The rates for these staff vary between \$120 and \$175 per hour. This has greatly increased our expenses for psychiatric services, a great deal more than having two full time in house NP's at the proposed new rates. For this increased cost, we have received only four days of prescribing time per week which means we are paying more dollars for less covered hours.

Respectfully submitted,

Michele VanderSchel MA LLP CADC ADS
CMHOC Program Supervisor



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: CMH DATE REQUESTED: 1/3/20

POSITION TITLE: Mental Health Clinician - commission based ORG CODE: 2220

DATE NEEDED 2-1-20

CHECK ONE: ☐ Full-Time Benefitted

☐ Part-Time Benefitted

☐ New Position → Number of hours per week requested: _____

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

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

☒ New Position → Number of hours per week requested: 19.5

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

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: _____

2. Pay Grade: _____

3. Does a current job description exist? ☐ Yes ☒ No

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

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

see attached.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. None.

Provide the revenue line to be amended if this position is approved: Medicaid, contract services

Estimated salary cost (including for the budget year: \$85,285.30 (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: \$1586.40 (department to request amount from H/R)



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

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

computer, phone

Additional information:

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

SIGNED: _____

DATE: 12/3/20

BUDGET DATA: _____

Fiscal Services Department Use Only

CONTROL #: _____

Fiscal Services Department Use Only

Justification for commission based staff

Currently CMH uses third party contracted services to provide treatment to a particular client population. This population generally has lower treatment needs than other levels of care typically served in house. This has allowed us to keep costs lower as in-house services are generally more expensive.

However we have repeatedly experienced that our contract agency providers are unable to provide the level of care necessary for our population. Several times in the past year, we have not been able to refer new clients to this level of care due to lack of capacity which has led to clients being referred to higher cost levels of care by default. Therefore any savings we hope to get through contract services are being spent on higher costs services.

Due to funding constraints and the recognition that it is more cost effective to provide services on a fee for service basis with our contract providers, we needed to identify a way to provide cost effective services which ensure that the needs of our consumers are being met.

Our rationale for utilizing a fee for service arrangement, with a minimum wage baseline structure, is to ensure that we are cost effective in our approach. When staff are paid for fee for service, it encourages those staff to increase outreach efforts including being in the community, conducting reminder phone calls, etc. This has worked well for one of our regional CMH partners and we modeled this pilot program based on their structure.

We propose to hire two commission based staff to serve this population. This will increase coordinated care and allow us to provide oversight of the staff and service delivery. We expect to spend as much or less on this pilot program with the commission based structure. We also expect that clients will obtain more consistent care given that the therapist exhibits motivation to ensure completed appointments.

OTTAWA COUNTY

TITLE: MENTAL HEALTH CLINICIAN – Commission Based **EMPLOYEE GROUP:** Group T

DEPARTMENT: COMMUNITY MENTAL HEALTH

GRADE: T15

JOB SUMMARY:

This is a professional position responsible for providing clinical assessment, diagnostic, therapy and some case management services to consumers and families. This position generally serves a population whose needs are less intense than populations in other programs. Compensation for this position is directly tied to number of consumer contacts.

ESSENTIAL JOB FUNCTIONS:

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

1. Delivers behavioral health services to consumers.
2. Conducts mental health screening, intake, and assessment of consumers, makes clinical diagnoses, and develops person-centered treatment plans.
3. Provides direct individual, group, conjoint, and family psychotherapy.
4. Employs evidence-based and best practices to treat target population, adhering to principles of recovery, community integration, and independence.
5. Participates in the development of person-centered treatment plans for individual consumers and ensures that consumers receive services in compliance with their respective plans. Monitors progress of consumers against their respective person-centered treatment plan benchmarks.
6. Collaborates with psychiatrists and psychiatric nurse practitioners in medication reviews and presents case data with respect to consumer behavior and affect in order to properly manage consumer psychotropic medication regimens.
7. Provides case management services for consumers, developing treatment options, determining appropriate service delivery agencies, monitoring client progress, and evaluating and modifying treatment plan as needed.
8. Maintains case documentation and case notes in accordance with CMH policies and procedures.
9. May provide information about mental health services and makes presentations to members of the community and the general public.
10. Serves as an advocate for greater access to affordable, quality mental health care for the target population.

REQUIRED EDUCATION, TRAINING AND EXPERIENCE:

Master's degree in social work, psychology, or a related mental health field is required. Two years of relevant professional experience in a mental health agency preferred. Lived experiences with mental illness, developmental disabilities, or substance use disorders are valued.

OTTAWA COUNTY

Licenses and Certifications:

Must possess or obtain State of Michigan licensure as a Licensed Master's Social Worker, Limited Licensed Master's Social Worker, Licensed Psychologist, or Limited Licensed Psychologist. Additional certification as a CADAC, CAADC or equivalent is preferred.

ADDITIONAL REQUIREMENTS AND INFORMATION:

Required Knowledge and Skills:

1. Thorough working knowledge of the principles and practices of social work and psychology.
2. Thorough working knowledge of evidence-based and best practices appropriate to target population, including the principles of recovery, community integration, and independence.
3. Thorough working knowledge of the principles of treatment for individuals with co-occurring mental illness and substance use disorders.
4. Thorough working knowledge of the principles and practices of clinical assessment and diagnosis, and the DSM-IV criteria.
5. Good working knowledge of the Medicaid Manual for Service Providers.
6. Thorough working knowledge of professional standards of practice and ethics.
7. Thorough working knowledge of the principles and practices of medical record documentation and medical records management.
8. Good working knowledge of program assessment and quality assurance principles, practices, protocols and instruments.
9. Excellent interpersonal communication skills.
10. Excellent verbal and written communication skills.
11. Computer literacy and working knowledge of word-processing, spreadsheet, database and other necessary software programs.

Physical Requirements:

Must be able to perform essential job functions with or without reasonable accommodations, including, but not limited to, visual and/or audiological appliances and devices to increase mobility.

Working Conditions:

Work is generally performed in a normal office environment, but may also be performed in community settings such as hospitals, schools, and consumer homes.



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

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

Computer, phone

Additional information:

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

SIGNED: _____

DATE: 1/2/20

BUDGET DATA: _____
Fiscal Services Department Use Only

CONTROL #: _____
Fiscal Services Department Use Only



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: CMH DATE REQUESTED: 1/2/20

POSITION TITLE: Grant Writer ORG CODE: 2220

DATE NEEDED Feb 1, 2020

CHECK ONE: ☒ Full-Time Benefitted

☐ Part-Time Benefitted

☒ New Position → Number of hours per week requested: 40

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

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

☐ New Position → Number of hours per week requested: _____

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

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Group T

2. Pay Grade: T15

3. Does a current job description exist? ☐ Yes ☒ No

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

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

This position would oversee the process of researching, writing and coordinating the grant application process for various CMH programming.

They would be responsible for tracking and reporting on the new and existing CMH grants as well as expanding available

funding for CMH programming through federal, state and foundation grant dollars. This is expected to increase overall services provided.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. 100%

Provide the revenue line to be amended if this position is approved: Millage 649505020

Estimated salary cost (including for the budget year: \$52,564.74) (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: \$38,248.05 (department to request amount from H/R)

OTTAWA COUNTY

POSITION TITLE: CONTRACT/GRANT MANAGER - GRANT WRITER

EMPLOYEE GROUP: GROUP T

DEPARTMENT: COMMUNITY MENTAL HEALTH

GRADE: T15

JOB SUMMARY: This is a full time benefitted position responsible for researching, writing and coordinating the grant application process with a variety of funding sources including federal, state and foundation grants. Functions as the coordinator of various grants across the agency as well as tracks and manages the reporting requirements for specific grants. In collaboration with agency leadership, assesses the needs of the agency and matches identified grant opportunities. This position reports to Community and Program Development Coordinator.

FUNCTIONS:

1. Possess knowledge of agency direction and funding sources of various services.
2. Conduct prospective research to identify, cultivate and solicit new grants.
3. Write high quality grant proposal narratives, application and supporting documents
4. Work with program supervisors to compile financial information and data.
5. Work with agency stakeholders to develop interagency support for grant proposals.
6. Manage the proposal submission process to ensure timely submission of all required materials.
7. Develop and maintain a proposal and reporting calendar.
8. Coordinate and follow up on the progress of submitted proposals.
9. Develop an annual grant strategy.
10. Participate in required grant audits.
11. Other duties as assigned.

REQUIRED KNOWLEDGE AND SKILLS:

1. A minimum of 2 years of experience in research and grant writing.
2. Demonstrated ability to research and write successful grant proposals
3. Detail-oriented, organized, deadline-driven
4. Demonstrates excellent communication skills.
5. Exhibits clear, precise and compelling writing skills
6. Demonstrates initiative with the ability to work independently with purpose and accuracy
7. High proficiency in all areas of Microsoft Office to include Outlook, Word, Excel and PowerPoint
8. Demonstrates knowledge of CMH, state and county government systems.
9. Understands and can apply a collaborative approach to intra- and interagency relationships.

POSITION REQUIREMENTS:

Requires graduation from an accredited college or university with a Bachelor's degree.

CERTIFICATION AND LICENSES:

Possession of a valid Michigan driver's license.

PHYSICAL REQUIREMENTS:

Must be able to perform essential job functions with or without reasonable accommodations including, but not limited to, visual and/or audio logical appliances, and devices to increase mobility.

OTTAWA COUNTY

WORKING CONDITIONS:

Works in a variety of environments including normal office settings. Travel throughout the area expected to attend meetings.



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: CMH DATE REQUESTED: 1/6/2020

POSITION TITLE: Supports Coordinator Aide ORG CODE: 2220

DATE NEEDED 2/1/2020

CHECK ONE: ☒ Full-Time Benefitted

☐ Part-Time Benefitted

☐ New Position → Number of hours per week requested: _____

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

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

☐ New Position → Number of hours per week requested: _____

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

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Group T

2. Pay Grade: 12

3. Does a current job description exist? ☐ Yes ☒ No

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

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

We are seeking an additional position due to increased youth coming in for services. Focus of this position is to support existing staff with non-billable activities and increase family access to services and supports in the community.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. 100% millage

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

Estimated salary cost (including for the budget year: \$43,362) (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: \$35,436 (department to request amount from H/R)



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

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

Computer, phone, desk, etc.

Additional information:

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

SIGNED:

Ann M. Heerde LMSW

DATE:

1/6/2000

BUDGET DATA:

Fiscal Services Department Use Only

CONTROL #:

Fiscal Services Department Use Only

OTTAWA COUNTY

TITLE: Supports Coordinator Aide – Family Services
DEPARTMENT: COMMUNITY MENTAL HEALTH

EMPLOYEE GROUP: Group T
GRADE: T12

SUMMARY:

Under supervision of Program Coordinator, and in coordination with Supports Coordinators, provides support to ensure timely access to care for children, youth and young adults with Autism Spectrum Disorders (ASD).

ESSENTIAL JOB FUNCTIONS: The essential functions of this position include, but are not limited to, the following:

1. Provides educational information to families, of individuals with ASD, including information regarding ASD and Applied Behavioral Analysis (ABA) Services.
2. Identifies community resources and provides relevant information to families and collaborating staff.
3. Coordinates with ABA providers.
4. Assists with coordination of authorization of services with CMHOC and Beacon Health Options staffs.
5. Assures adherence to all rules and regulations of the Michigan Department of Health & Human Services (MDHHS) and CARF.
6. Enhances community understanding and acceptance of individuals with ASD, as appropriate.
7. Uses computer to complete detailed case records consistent with MDHHS standards, and agency procedures.
8. Monitors Recipient Rights and complies with reporting requirements established by the Mental Health Code and procedures of the Community Mental Health of Ottawa County.
9. Other duties as assigned.

CONTACTS: This position has frequent contact with:

1. Program Coordinators
2. Supports Coordinators
3. Consumer Family Members
4. Support Staff
5. ABA providers

REQUIRED KNOWLEDGE AND SKILLS:

1. Good interpersonal and oral communication skills; ability to interact positively and professionally with family and consumers, who may be from diverse cultural and socioeconomic backgrounds and varying levels of social and interpersonal communications skills.
2. Good working knowledge of ASD.
3. Good working knowledge of community resources.
4. Understands and can apply a collaborative approach to both intra-agency and interagency relationships.
5. Willingness to learn and use new skills and takes regular advantage of internal and external training and staff development opportunities and resources.
6. Ability to work effectively in a team environment.
7. Ability to work independently.
8. Good organizational skills and ability to prioritize workload.

OTTAWA COUNTY

9. Effective written community skills and computer literacy, including working knowledge of Microsoft Office products (i.e. – word, excel, etc.) and ability to complete medical records documentation in electronic medical record.

NOTES:

Fluency in Spanish preferred.

REQUIRED EDUCATION, TRAINING AND EXPERIENCE:

Bachelor's Degree in Social Work, Psychology, or related field. Completion of 24 hours of child specific training required annually. Possession of a valid Michigan driver's license required. Individual must meet requirement of CMHP (Child Mental Health Professional) and QIDP (Qualified Intellectual Disability Professional).

PHYSICAL REQUIREMENTS:

Must be able to meet with families at various locations.

WORKING CONDITIONS:

Works in office and community/home settings. Position entails contact with parents of children, adolescents, and young adults diagnosed with ASD. There may be some contact with children, youth and young adults. Work hours include some evening hours, with flexible schedule offered to accommodate those hours.



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: CMH DATE REQUESTED: 1/2/20

POSITION TITLE: Community Navigator Aide ORG CODE: Board Approved

DATE NEEDED 2/3/20

CHECK ONE: ☒ Full-Time Benefitted

☐ Part-Time Benefitted

☐ New Position → Number of hours per week requested: _____

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

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

☐ New Position → Number of hours per week requested: _____

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

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Group T

2. Pay Grade: T12

3. Does a current job description exist? ☐ Yes ☒ No

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

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

This is a position funded by the mental health millage. This position will enable the Access Center
to more effectively assist callers navigate behavioral health systems, intervene more quickly to address
immediate needs, and make more accurate and efficient case dispositions.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. Mental Health Millage 100%

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

Estimated salary cost (including for the budget year: 43,302) (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: 35,438 (department to request amount from H/R)



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

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

Laptop, cubicle or office space, desk phone

Additional information:

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

SIGNED: _____

DATE: _____

1/2/20

BUDGET DATA: _____

Fiscal Services Department Use Only

CONTROL #: _____

Fiscal Services Department Use Only

OTTAWA COUNTY

TITLE: Supports Coordinator Aide
(Community Navigator)

EMPLOYEE GROUP: Group T

DEPARTMENT: Community Mental Health

GRADE: T12

JOB DESCRIPTION:

Under the supervision of a Mental Health Program Coordinator, links individuals to necessary resources, supports, and services in the community as part of the Community Navigation Team. Provides referrals and assistance in navigating behavioral health system and other related services in the community.

ESSENTIAL JOB FUNCTIONS:

The essential functions of this position include, but are not limited to, the follow:

1. In coordination with the Community Navigator Mental Health Clinician, follows treatment plan to connect consumers to needed services and supports.
2. Determines consumer's eligibility for services, such as financial assistance, insurances and other programs in place to assist individuals and refers consumers to community resources and other agencies to meet identified needs
3. Acts as liaison to community services and supports and assists in the successful connection to these programs by assisting consumers to complete applications, schedule appointments, and coordinate transportation as necessary.
4. Provides information about public and private human service resources available to client populations.
5. Good working knowledge of the principles and practices of medical record documentation and medical records management. Ability to produce timely clinical notes.
6. Understands and can apply a collaborative approach to both intra-agency and interagency relationships.

REQUIRED EDUCATION, TRAINING, AND EXPERIENCE:

High school diploma or GED. Experience with social services, public health system, or mental health system is preferred. Knowledge of and experience with different cultural and ethnic groups within Ottawa County is strongly preferred.

Bilingual (Spanish, Cambodian, and/or Laotian preferred) written and verbal medical translation skills preferred.

Lived experiences with mental illness, developmental disabilities, or substance use disorders are valued.

PHYSICAL REQUIREMENTS:

Must be able to perform essential job functions with or without reasonable accommodations, including, but not limited to, visual and/or audio logical appliances, and devices to increase mobility.

WORKING CONDITIONS:

Work is performed in an office/clinical environment or in the community.



THE COUNTY OF OTTAWA
Human Resources Department

Position Description and Review Form

DATE: 1/2/20

JOB TITLE: Community Navigator Aide FTE: 1.0

DEPARTMENT: CMH CONTACT PERSON: Cal Taylor

WORK SITE(S): James Street, Fulton Street, NECESSARY TOOLS & EQUIPMENT: laptop, phone

Other community locations

POSITION DESCRIPTION:

(To include specific duties and objectives of job, educational training and licensure requirements, etc)

Links individuals to necessary community resources, supports, and services as part of the Community Navigation Team. Provides referrals and assistance in navigating behavioral health systems and other related services in the community.

ESSENTIAL JOB FUNCTIONS:

(Fundamental job duties: to include posture, mobility, force required, repetitions, etc.)

Services are provided face to face and by phone. Face to face contacts may occur at CMH offices or locations in the community. Fundamental job duties include facilitating referrals to community resources, supports, and services and assisting with problem solving to address barriers to services.

SHIFT: First HOURS: 40 ROTATION? no

NON-ESSENTIAL (MARGINAL) FUNCTIONS:

COMMENTS:

DEPARTMENT REPRESENTATIVE

HUMAN RESOURCES REPRESENTATION



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: CMH DATE REQUESTED: 1/2/20

POSITION TITLE: Mental Health Clinician (Community Navigator) ORG CODE: Board Approved

DATE NEEDED 2/3/20

CHECK ONE: ☒ Full-Time Benefitted

☐ Part-Time Benefitted

☐ New Position → Number of hours per week requested: _____

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

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

☐ New Position → Number of hours per week requested: _____

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

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Group T

2. Pay Grade: T15

3. Does a current job description exist? ☐ Yes ☒ No

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

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

This is a position funded by mental health millage. This position will enable the Access Center to
more effectively assist callers to navigate behavioral health systems, intervene more quickly to address
immediate needs, and make more accurate and efficient case dispositions.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. Mental Health Millage 100%

Provide the revenue line to be amended if this position is approved: 649505020

Estimated salary cost (including for the budget year: 52,524.76) (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: 38,248.05 (department to request amount from H/R)



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

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

Laptop, desk phone, access to an office

Additional information:

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

SIGNED: _____

DATE: _____

BUDGET DATA: _____

Fiscal Services Department Use Only

CONTROL #: _____

Fiscal Services Department Use Only

OTTAWA COUNTY

POSITION TITLE: MENTAL HEALTH CLINICIAN
(COMMUNITY NAVIGATOR)
DEPARTMENT: COMMUNITY MENTAL HEALTH

EMPLOYEE GROUP: GROUP T
GRADE: T15

JOB SUMMARY: Under the supervision of a Mental Health Program Coordinator, performs eligibility assessments; brief intervention/crisis stabilization and systems navigation for children, adolescents, adults, and families requesting mental health assistance who may or may not be eligible for CMH services. Makes diagnoses, writes initial treatment plans, and makes appropriate referrals.

ESSENTIAL JOB FUNCTIONS: The essential functions of this position include, but are not limited to, the following:

1. Provides screening assessments to individuals seeking mental health services including clinical assessments, risk assessments, diagnosis, and eligibility determinations.
2. Develops initial treatment plan to address immediate problem or concern.
3. Provides short term, solution-focused therapy as needed.
4. Assists in navigation of behavioral health services and supports.
5. Makes referrals to either CMHOC services or community services.
6. Provides consultation to other agencies regarding services and mental health issues of consumers and referrals.
7. Flexibility in the selection of appropriate interventions for each consumer.
8. Good understanding of agency processes, procedures, and quality assurance principles.
9. Excellent interpersonal communication skills
10. Excellent verbal and written communication skills.
11. Participates with and accepts clinical and administrative supervision
12. Shows willingness to learn and use new skills, and takes regular advantage of internal and external training and staff development opportunities and resources.
13. Thorough working knowledge of proper medical record documentation and management.

REQUIRED KNOWLEDGE AND SKILLS:

1. Thorough working knowledge of DSM 5.
2. Thorough working knowledge of structured assessment tools such as the LOCUS, C-SSRS, and CAFAS.
3. Thorough working knowledge of the Michigan Mental Health Code.
4. Thorough working knowledge of varied therapeutic interventions.
5. Thorough working knowledge of the ASAM criteria.

REQUIRED EDUCATION, TRAINING, AND EXPERIENCE:

Master's degree in social work, psychology, or a related mental health field is required. Two years of relevant professional experience in a mental health agency preferred.

Lived experiences with mental illness, developmental disabilities, or substance use disorders are valued.

LICENSES AND CERTIFICATIONS:

Must possess or obtain State of Michigan licensure as a Licensed Master's Social Worker, Limited Licensed Master's Social Worker, Licensed Psychologist, or Limited Licensed Psychologist.

PHYSICAL REQUIREMENTS:

Must be able to perform essential job functions with or without reasonable accommodations, including, but not limited to, visual and/or audio logical appliances, and devices to increase mobility.



THE COUNTY OF OTTAWA
Human Resources Department

Position Description and Review Form

DATE: 1/2/20

JOB TITLE: Mental Health Clinician (Community Navigator) FTE: 1.0

DEPARTMENT: CMH CONTACT PERSON: Cal Taylor

WORK SITE(S): James St., Fulton St., NECESSARY TOOLS & EQUIPMENT: laptop, phone

Other community locations

POSITION DESCRIPTION:

(To include specific duties and objectives of job, educational training and licensure requirements, etc)

Performs eligibility assessments; brief intervention/crisis stabilization and systems navigation for children, adolescents, adults, and families requesting mental health assistance who may or may not be eligible for CMH services. Makes diagnoses, writes initial treatment plans, and makes appropriate referrals.

Requires a master's degree and licensure in social work, psychology or a related mental health field. Two years of relevant professional experience in a mental health agency preferred.

ESSENTIAL JOB FUNCTIONS:

(Fundamental job duties: to include posture, mobility, force required, repetitions, etc.)

Services are provided face to face or by phone. Face to face contacts may occur at a CMH office or at locations in the community. Fundamental job duties include assessment, initial treatment plans, brief interventions, and making referrals. Will coordinate with other Access Center and CMHOC staff.

SHIFT: First HOURS: 40 ROTATION? _____

NON-ESSENTIAL (MARGINAL) FUNCTIONS:

COMMENTS:

DEPARTMENT REPRESENTATIVE

HUMAN RESOURCES REPRESENTATION

Action Request



Committee: Board of Commissioners

Meeting Date: 01/28/2020

Requesting Department: Corporation Counsel

Submitted By: Doug Van Essen

Agenda Item: Proposed Resolution to Offer Ottawa County's Consent to Initial Refugee Resettlement in Ottawa County Pursuant to Executive Order No. 13888

Suggested Motion:

To approve the proposed Resolution to offer Ottawa County's consent to initial refugee resettlement in Ottawa County pursuant to President Trump's Executive Order No. 13888, and direct the Administrator to send such a letter in light of the Secretary of State's guidance, which is to interpret the President's use of "local government" or "locality" in the EO to mean, "county."

Summary of Request:

Whether President Trump meant counties or cities/townships/villages when he used the terms "local government" or "locality" is not clear. The State Department and Health and Human Services Department have interpreted his intent to mean "counties." To cover our bases, I have drafted a resolution that directs Al Vanderberg to sign a letter offering Ottawa County's consent if the President intended "counties" and defers to the local units of government in the County, if not. Secondly, I reminded the community and Presidential political base that this refers to Adjudicated Refugees that the Trump Administration has admitted into the country and wants us to accept, so we don't confuse our constituents that this is somehow making Ottawa County a sanctuary county for illegal refugees. Finally, while a United States District Court in Maryland has enjoined the President from using EO 13888 to disrupt adjudicated refugee resettlement that injunction: (a) does not prohibit Ottawa County from issuing its support for the refugee resettlement within its border and (b) could be lifted at any time, meaning such programs could be disrupted by EO 13888 if this conditional resolution is not adopted.

Financial Information:

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

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

Action is Related to Strategic Plan:

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

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

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

Committee/Governing/Advisory Board Approval Date:

COUNTY OF OTTAWA
STATE OF MICHIGAN

RESOLUTION

At a regular meeting of the Board of Commissioners (“BOC”) of the County of Ottawa, Michigan, held at the Fillmore Street Complex in the Township of Olive, Michigan on the 28thth day of January, 2020 at 1:30 o’clock p.m. local time.

PRESENT: Commissioners:_____

ABSENT: Commissioners: _____

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

WHEREAS, in Executive Order 13888 (“EO 13888”), the President of the United States has issued an Executive Order urging States and Local Governments to cooperate with the United States Government in relocating initial refugees, deemed to be appropriately entering the Country as true refugees as determined by the United States Government pursuant to federal law (“Adjudicated Refugees”);

WHEREAS, EO 13888 delegates to the Secretary of State the authority to determine a process for obtaining local governmental consent for the United States to relocate Adjudicated Refugees, and the Secretary of State has developed a process requesting the chief administrative officer in each county to issue a letter providing that county’s consent;

WHEREAS, the BOC finds that cities, townships and villages within Ottawa County are the local governmental units in Ottawa County and does not wish to usurp their authority, if any, under the EO 13888, but at the same time wishes to cooperate

with the President and Secretary of State in the process that the latter has developed and to offer the County consent that the President and Secretary of State is soliciting for Adjudicated Refugees;

WHEREAS, the United States District Court for the District of Maryland has enjoined President Trump and his Administration from implementing EO 13888 to impede refugee resettlement in *HIAS, INC. v. Donald Trump, et al*, Civil No. PJM 19-3346 but that injunction does not restrict the ability of Localities to ***facilitate*** the settlement of Adjudicated Refugees under EO 13888 and in the event the injunction is lifted, the BOC does not want to see the established Adjudicated Refugee program in Ottawa County disrupted and wishes to support the President's objectives of obtaining local support for such programs;

NOW THEREFORE BE IT RESOLVED, that to the extent that the federal courts lift the injunction against the enforcement of EO 13888, and President Trump and the Secretary of State of the United States are looking for cooperation and consent from Ottawa County under EO 13888 for resettlement of Adjudicated Refugees as determined by the Administration in Ottawa County, the BOC directs the Ottawa County Administrator to sign and send the letter attached as Exhibit A;

BE IT FUTHER RESOLVED that to the extent that EO 13888 is deferring to the consent of local units of government in Ottawa County, which are its townships, villages and cities, Ottawa County defers to the decisions of such local units of government in Ottawa County pursuant to EO 13888;

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with this Resolution are hereby repealed.

YEAS: Commissioners: _____

NAYS: Commissioners: _____

ABSTENTIONS: Commissioners: _____

RESOLUTION ADOPTED.

Roger Bergman
Chairperson, Ottawa County
Board of Commissioners

Justin F. Roebuck
Ottawa County Clerk

January 28, 2020

Secretary Michael R. Pompeo
U.S. Department of State
2201 C Street, NW
Washington, DC 20520

Dear Secretary Pompeo:

This letter is in reference to Executive Order 13888, *On Enhancing State and Local Involvement in Refugee Resettlement*.

The Ottawa County Board of Commissioners has adopted a resolution directing me, as the Administrator of Ottawa County, to offer the Ottawa County Government's consent to initial refugee resettlement in Ottawa County. I understand that our written consent will be publicly released by the Department of State.

Sincerely,

ALAN G. VANDERBERG
COUNTY ADMINISTRATOR – OTTAWA COUNTY, MICHIGAN

CC: Principal Deputy Assistant Secretary Carol T. O'Connell
Bureau of Population, Refugees, and Migration
U.S. Department of State