

Sylvia Rhodea Vice-Chairperson

### To All Ottawa County Commissioners:

The Ottawa County Board of Commissioners will meet on **Thursday, February 16, 2023 at 9:00 AM** for the regular February meeting of the Board at the Ottawa County Fillmore Street Complex in West Olive, Michigan and via Zoom and YouTube.

### The Agenda is as follows:

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

### From the County Clerk/Register

A. Board of Commissioners Meeting Minutes Suggested Motion:

To approve the minutes of the January 24, 2023, Board of Commissioners meeting.

B. Correspondence Log 495

Suggested Motion:

To receive for information the Correspondence Log.

#### From Administration

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

### Suggested Motion:

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

### D. Ottawa County Equalization Department 2022 Annual Report

### Suggested Motion:

To receive for information the Ottawa County Equalization Department 2022 Annual Report.

### E. Ottawa County Department of Public Health 2022 Annual Report

### Suggested Motion:

To receive for information the Ottawa County Department of Public Health 2022 Annual Report.

### F. Ottawa County Community Mental Health 2022 Annual Report

### Suggested Motion:

To receive for information the Ottawa County Community Mental Health 2022 Annual Report.

### G. Ottawa County Facilities Maintenance 2022 Annual Report

#### Suggested Motion:

To receive for information the Ottawa County Facilities Maintenance 2022 Annual Report.

### From the Planning and Policy Committee

### H. Online Comment Policy

#### Suggested Motion:

To direct the County Administrator to work with Corporate Counsel to develop a Public Comment Policy to submit to the Rules Committee.

#### I. By-Laws and Ordinances

### Suggested Motion:

To schedule a Work Session to review, and if needed, update, By-Laws and Ordinances for all committees and boards.

### From the Finance and Administration Committee

### J. Accounts Payable for January 2, 2023 through January 26, 2023

### Suggested Motion:

To approve the general claims in the amount of \$26,311,053.93 as presented by the summary report for January 2, 2023 through January 26, 2023.

### K. Clean Sweep Grant Agreement from MDARD

#### Suggested Motion:

To approve the Clean Sweep Grant application from the Michigan Department of Agriculture and Rural Development.

### L. Native Landscape Design and Services Agreement

### Suggested Motion:

To approve the Agreement with Native Edge LLC for professional design, implementation, and maintenance services to Ottawa County for the native landscape design and services project at a total cost of \$95,000.

### M. Contract for Roof Repairs at Three County Buildings

#### Suggested Motion:

To approve the contract with Weatherproofing Technologies Inc. to repair and resurface the roofs at 1111 Fulton Street, DHHS and A buildings at the James Street Campus for a total cost of \$959,820.44.

### N. Community Health Needs Assessment Contract

#### Suggested Motion:

To approve the 2023 Memorandum of Understanding for the Community Health Needs Assessment contract and funding.

### O. Pioneer Resources Transportation Contract

### Suggested Motion:

To approve the Specialized Services Public Transportation Subcontract Agreement with Pioneer Resources.

### P. MSHDA Grant Funding Amendment

### Suggested Motion:

To approve the funding amendment to the Michigan State Housing Development Authority (MSHDA) Rental Assistance and Homeless Solutions grant #HML-2022-0ttawa C-5826-ESF.

### Q. MSHDA Grant Funding Amendment

Suggested Motion:

To approve the funding amendment to the Michigan State Housing Development Authority (MSHDA) Rental Assistance and Homeless Solutions grant #HML-2020-0ttawa C-5826-C19.

### R. MSHDA Grant Funding Amendment

Suggested Motion:

To approve the funding amendment to the Michigan State Housing Development Authority (MSHDA) Rental Assistance and Homeless Solutions grant #HML-2021-0ttawa C-5826-ESF.

### S. Innovation and Technology Personnel Request

Suggested Motion:

To approve the request from IT to add one, I.0 FTE full-time, benefited Network Administrator position at universal paygrade 15 for a total cost of \$131,738.

### T. 2024 Budget Calendar

Suggested Motion:

To approve the 2024 Budget Calendar.

### U. FY2023 Budget Adjustments

Suggested Motion:

To approve the 2023 budget adjustments per the attached schedule.

### 8. Public Hearings: None

### 9. Agenda and Action Requests:

### From Administration

### A. Community Action Agency Advisory Board

Suggested Motion:

To place into nomination the name of (\*indicates recommendation from the Community Action Agency Advisory Board):

\*Britney Brown

and to select one (I) to fill one (I) Consumer Sector vacancy beginning immediately and ending December 31, 2023.

### B. Legal Services

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the amendment to the Kallman Legal Group, PLLC's contract for the County Corporation legal services for the purpose of making this contract consistent with the two legal service contracts with the Ottawa County Insurance Authority, effective January 1, 2023.

### 10. Committee Reports

- A. Ottawa County Equalization Department Annual Report
  (Presented by Brian Busscher, Equalization Director)
- B. Ottawa County Department of Public Health Report
  (Presented by Adeline Hambley, Administrative Health Officer)
- C. Ottawa County Community Mental Health Annual Report
  (Presented by Lynne Doyle, Community Mental Health Director)
- D. Ottawa County Facilities Maintenance Annual Report (Presented by Blake Upright, Facilities Director)
- 11. Public Comment
- 12. Additional Business
  - A. Report from County Administrator
  - B. General Information, Comments, and Meetings Attended
- 13. Adjournment at Call of the Chairperson

#### **PROPOSED**

### PROCEEDINGS OF THE OTTAWA COUNTY BOARD OF COMMISSIONERS JANUARY SESSION – SECOND DAY

The Ottawa County Board of Commissioners met on Tuesday, January 24, 2023, at 6:30 p.m. and was called to order by the Chairperson.

Larry Johnson, Pastor for Senior Citizens at Central Holland Church, pronounced the invocation.

Commissioner Belknap led in the Pledge of Allegiance to the Flag of the United States of America.

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

B/C 23-053 Sylvia Rhodea moved to switch Item 4 (Public Comment) and Item 5 (Correspondence, Life Saving Award) on the agenda.

The motion passed.

#### Correspondence

A. Life Saving Award-Sheriff Steve Kempker presented Deputy Joseph Rohloff with the Life Saving Award.

#### **Public Comments**

Public comments were made by the following:

- 1. Walter Davis-Grand Haven
- 2. Dan Zimmer-Port Sheldon Township
- 3. Heather Herrygers-West Olive
- 4. Rob Davidson-Spring Lake
- 5. Tracy Reed-Grand Haven
- 6. Teresa DeGraaf-Port Sheldon Township
- 7. Darlene Dykstra-Georgetown Township
- 8. Julie Yoas-Grand Haven Township
- 9. James Allen-Holland Township
- 10. Joe Spaulding-Holland Township
- 11. Sarah Westhuis-Georgetown Township
- 12. Ryan Anderson-Chester Township
- 13. Ronnie Allen-Allendale Township
- 14. Krista Yetzke-Allendale Township
- 15. Robert Boersma-Park Township
- 16. Cindy Kornoelje-Tallmadge Township

- 17. Kay Sumners-Crockery Township
- 18. Holly Little-Park Township
- 19. Donna Mooney-Georgetown Township
- 20. Charity McMaster-Spring Lake Village
- 21. Kevin Crowe-Allendale Township
- 22. Kelly Rice-Crockery Township
- 23. Rebecca Patrick-Allendale Township
- 24. Liz Ramie-Allendale Township
- 25. Amber Ciesielski-Allendale Township
- 26. Dale Sullivan-Spring Lake Village
- 27. Robert Collins-Spring Lake Village
- 28. Jeanne Lutz-Robinson Township
- 29. Deb Ralya-City of Holland
- 30. Karen Obits-Spring Lake
- 31. Adrea Hill-Holland Township
- 32. Tom Manning-Zeeland
- 33. Kelly Vruggink-Zeeland
- 34. Nick Brock-Grandville
- 35. Mike Kuras-Spring Lake Township
- 36. Joel Studdebaker-Jamestown Township
- 37. Kelsey Studdebaker-Jamestown Township
- 38. Rich Dausman-Wright Township
- 39. Bruce Greenly-Park Township
- 40. Virginia Greenly-Park Township
- 41. Jim Chiodo-Park Township
- 42. Debra Cizek-Port Sheldon Township
- 43. Christi Meppelink-Zeeland Township
- 44. David Morren-Allendale Township
- 45. Sally Cronkright-Blendon Township
- 46. Roger Williams-Grand Haven City
- 47. Aaron Compagner-Hudsonville
- 48. Jack Timmer-Georgetown Township
- 49. Alpha Mansaray-Holland Township
- 50. Zachary Schmidt-Allendale Township
- 51. Brock Johnson-Grand Rapids
- 52. Mikayla Andrea-Park Township
- 53. Barbara Cote-Park Township
- 54. Kristin Hintz-Park Township
- 55. Steven Poelman-Coopersville
- 56. Michael Derpilidosian-Allendale Township
- 57. Don Bergman-Park Township

Chairperson Moss declared a recess at 9:17 p.m.

Commissioner Bergman left the meeting at 9:17 p.m.

Chairperson Moss called the meeting back to order at 9:31 p.m.

B/C 23-054 Rebekah Curran moved to approve the agenda of today.

The motion passed.

B/C 23-055 Rebekah Curran moved to approve the following Consent Resolutions:

- A. To approve the minutes of the January 10, 2023, Board of Commissioners meeting.
- B. To receive for information the Ottawa County Public Defender 2022 Annual Report.
- C. To receive for information the Ottawa County Treasurer 2022 Annual Report.
- D. To receive for information the Ottawa County Department of Strategic Impact 2022 Annual Report.
- E. To approve and authorize the Board Chairperson and Clerk/Register to sign the Park Services Agreement between Port Sheldon Township and the Ottawa County Parks and Recreation Commission that will accept management responsibilities and revenue generation rights to the Ottawa County Parks and Recreation Commission.
- F. To approve and authorize the Board Chairperson and Clerk/Register to sign the new Interlocal Prosecution Agreement between Ottawa County and Allegan County.
- G. To approve the proposal to change one .6 FTE, benefited Weatherization Inspector position at universal paygrade 7 to a 1.0 FTE for a total cost of \$14,786.25.
- H. To approve the proposal to add one, 1.0 FTE full-time, benefited Assistant Mental Health Financial Manager position at a universal paygrade 13 for a total cost of \$117,738.00 paid for with grand funding and Medicaid.
- I. To approve the proposal to change one, 1.0 FTE full-time, benefited Maintenance Worker position at universal paygrade 5 to a Maintenance Technician at universal paygrade 7 for a total cost of \$8,140.38.
- J. To approve the 2023 budget adjustments per the attached schedule.

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

B/C 23-056 Sylvia Rhodea moved to approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution adopting the 2022 Kent County, Ottawa County and the City of Grand Rapids Regional Hazard Mitigation Plan.

The motion passed as shown by the following votes: Yeas: Gretchen Cosby, Douglas Zylstra, Jacob Bonnema, Kyle Terpstra, Allison Miedema, Rebekah Curran, Lucy Ebel, Roger Belknap, Sylvia Rhodea, Joe Moss. (10) Committee Reports

- A. Ottawa County Public Defender Annual Report-Nichole Derks presented the 2022 Ottawa County Public Defender Annual Report.
- B. Ottawa County Treasurer Annual Report-Amanda Price presented the 2022 Ottawa County Treasurer Annual Report.
- C. Ottawa County Department of Strategic Impact Annual Report-Paul Sachs presented the 2022 Ottawa County Department of Strategic Impact Annual Report.

#### **Public Comment**

- 1. Dan Zimmer-Port Sheldon Township
- 2. Jim Kuiper-Holland Township
- 3. David Morren-Allendale Township
- 4. Barbara Cote-Park Township
- 5. Robert Boersma-Park Township
- 6. Kristin Hintz-Park Township
- 7. Virginia Greenly-Park Township

#### **Zoom Public Comment**

- 1. Harvey Nikkel-Georgetown Township
- 2. Joe Spaulding-Holland Township
- 3. Jewel Wichman-Ferrysburg

The County Administrator's report was presented.

Several Commissioners made comments and gave general information, including Commissioner Miedema, Commissioner Bonnema, and Commissioner Rhodea.

B/C 23-057 Rebekah Curran moved to adjourn the meeting at 11:14 p.m. The motion passed.

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

JOE MOSS, Chairperson
Of the Board of Commissioners

|                                      |                        | Actio                        | n Requ         | ıest                 |              |           |         |          |  |  |
|--------------------------------------|------------------------|------------------------------|----------------|----------------------|--------------|-----------|---------|----------|--|--|
|                                      | Committee:             | Board of Comm                | issioners      |                      |              |           |         |          |  |  |
|                                      | Meeting Date           | : 02/16/2023                 |                |                      |              |           |         |          |  |  |
|                                      | Requesting Department: | Department:                  |                |                      |              |           |         |          |  |  |
|                                      |                        | /: Renee Kuiper              |                |                      |              |           |         |          |  |  |
| Ottawa County Where You Belong       | Agenda<br>Item:        | genda Correspondence Log 495 |                |                      |              |           |         |          |  |  |
| Suggested Motion                     | า <u>.</u>             |                              |                |                      |              |           |         |          |  |  |
|                                      |                        |                              | 1              |                      |              |           |         |          |  |  |
| To receive for info                  | rmation the Co         | orrespondence                | Log.           |                      |              |           |         |          |  |  |
|                                      |                        |                              |                |                      |              |           |         |          |  |  |
| Summary of Requ                      | iest:                  |                              |                |                      |              |           |         |          |  |  |
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|                                      |                        |                              |                |                      |              |           |         |          |  |  |
| Financial Informat                   | tion:                  |                              |                |                      |              |           |         |          |  |  |
| Total Cost: \$0.00                   |                        | General Fund \$6             | 0.00           |                      | Included in  | Yes       | ☐ No    | √ N/A    |  |  |
| If not included in b                 | udaet recomm           | 0031.                        |                |                      | Budget:      |           |         |          |  |  |
| ii iiot iiiolaaca iii b              | aaget, recomm          | criaca fariality s           | ource.         |                      |              |           |         |          |  |  |
| Action is Related                    | to an Activity \       | Which Is:                    | Mandat         | red 🗸                | Non-Mandated |           | New     | Activity |  |  |
| Action is Related                    | to Strategic Pl        | an:                          |                |                      |              |           |         |          |  |  |
| Goal: Goal 3: To Maintair            | n and Enhance Commi    | unication with Citizens,     | Employees, a   | nd Other Stakeholder | S.           |           |         |          |  |  |
|                                      |                        |                              |                |                      |              |           |         |          |  |  |
|                                      |                        |                              |                |                      |              |           |         |          |  |  |
| Objective: Goal 3, Obje              | ective 4: Evaluate con | nmunication with other k     | key stakeholde | ers.                 |              |           |         |          |  |  |
|                                      |                        |                              |                |                      |              |           |         |          |  |  |
|                                      |                        |                              |                |                      |              |           |         |          |  |  |
| Administration:<br>County Administra | 11.1111111             | Recommended                  |                | ☐Not Recomm          | nended       | Without F | Recomme | endation |  |  |
| Committee/Govern                     | ning/Advisory R        | nard Approval D              | )ate.          |                      |              |           |         |          |  |  |

LSTRPTO55PAGE: 1 2/1/2023 07:52:26 AM List Contents Report by Renee Kuiper on 2/1/2023 at 7:52:26 AM Search Results Title: \_\_\_\_\_\_ Correspondence From: OTSEGO COUNTY LIBERTY RISING BOARD - JANUARY 9, 2023 - 1/20/2023 Correspondence From: BRANCH COUNTY BOC - JANUARY 10, 2023 - 1/12/2023

Total Documents : 2

Total Processing Time : O Hours, O Minutes, 1 Seconds 

### BRANCH COUNTY, MICHIGAN PRAIRIE RIVER RECLASSIFICATION

#### Resolution # 2023-01

BE IT RESOLVED BY the Board of Commissioners of Branch County

WHEREAS, the Michigan Department of Natural Resources is considering the reclassification of the Prairie River in Branch County, Michigan.

WHEREAS, the Prairie River has been classified as a Type 4 Trout stream from Bowers Road to McKale Road since 2006. A change in the Mi-WWAT temperature classification does not protect the fish populations. No streamflow depletion or detrimental water temperature changes have been observed or measured despite significantly increased irrigation in the watershed; and

WHEREAS, the proposed reclassification is the first one attempted in the State and will set precedent for future reclassifications. The stream temperature data is limited and was collected without following the cited EPA protocols. The precedent for future potential reclassifications must be set to a much higher standard of data collection, data analysis, and public presentation in reports and public meetings; and

WHEREAS, the benefits to the trout and the river of decreasing the allowable streamflow depletion by nearly 5 times the current limits are unclear and unstated. At the same time, the devastating impacts that would be directly caused by severely restricting the water use on the communities, residents, businesses, and municipalities are not being considered. No impact studies or cost-benefit analyses have been conducted: and

NOW, THEREFORE, BE IT RESOLVED BY THE BRANCH COUNTY BOARD OF COMMISSIONERS, strongly objects to the reclassification of the Prairie River and recommends that the DNR disapprove the reclassification or pause their decision to analyze further data for a more informed decision; and

BE IT FURTHER RESOLVED, that a copy of this resolution be shared with DNR, EGLE, Senator Lindsey, Representative Fink and other Michigan counties.

On Roll Call:

Ayes: Houtz, Hazel baker, Mcclellan, Matthew, Stoll - 5

Nays: O

RESOLUTION ADOPTED:

Tim Stoll, Chairperson

Branch County Board of Commissioners

Teresa Kubasiak, County Clerk

Branch County

### RESOLUTION IN OPPOSITION TO THE CAMP GRAYLING EXPANSION PLAN

All political power is inherent in the people. Government is instituted for their equal benefit, security, and protection, see Michigan Constitution of 1963, Article 1, section 1.

Presently, the Michigan Department of Natural Resources (DNR) and the Michigan National Guard (NG) are negotiating whether to increase the current land lease used by the NG at Camp Grayling from 148,000 acres by an additional 162,000 acres, more than doubling the amount of land removed from public usage and taxation. This expansion may also cause significant adverse environmental, economic, health and safety consequences for local residents.

It is our finding the proposed expansion of Camp Grayling and the corresponding increased uses will have a greater potential negative impact upon rural roads, trails, and waterways within Michigan than the DNR claims of "low impact". This expansion will adversely affect tourism.

The proposed expansion of Camp Grayling and its uses will also have an adverse impact on the health and general welfare of the citizens of Michigan. Neither the DNR or NG have established adequate regulations to protect and ensure the public safety and health from bioweapons, military countermeasures from bio-chemicals, or adequate safeguards when conducting the proposed electronic warfare testing.

We oppose the ability of the NG to sublease portions of Camp Grayling to private corporate entities without adequate safeguards available to the public.

Further, we oppose the expansion of Camp Grayling, when there are other alternatives in the United States that could assume or share the burden with more equity than an expansion of Camp Grayling in northern Michigan.

IT IS HEREBY RESOLVED, by the members of Otsego County Liberty Rising, an open educational group available to all citizens, that they hereby oppose the Proposed Expansion of Camp Grayling as currently presented on DNR and NG webpages and publications.

BE IT, FURTHER RESOLVED, that the Otsego County Liberty Rising Board will forward a copy of this resolution to the Counties of the State of Michigan, The Director of the Michigan Department of Natural Resources, the Michigan State Legislature, Michigan State Senators, the Governor of Michigan, and our national representatives in the US Congress and Senate.

This Resolution was adopted by the Otsego County Liberty Rising membership at a Special Meeting held at the Otsego County Library, Gaylord, Michigan, on this 9<sup>th</sup> day of January, 2023.

This Resolution Was Declared Adopted by majority vote.

I, Stephenie Jacobson, Steering Committee Member of Otsego County Liberty Rising, the undersigned, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by this group.

Stephenie Jacobson

Stephenie Jacobson

Date:

### **Action Request**



Committee: Board of Commissioners

Meeting Date: 02/16/2023

Item:

Requesting Department: Corporation Counsel

Submitted By: Doug Van Essen

Agenda Post-Execution Ratification of Contracts under Section IV(D)(2) of the Ottawa County

Contracting Authorization and Form Policy

### **Suggested Motion:**

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

### Summary of Request:

Ottawa County has adopted a Contracting Authorization and Form Policy to handle the thousands of contracts that require the approval of the Ottawa County Board of Commissioners each year. Section IV (D)(2) of this Policy enables contracts of the courts and community mental health, contracts under \$70,000 in total, emergency contracts, grants renewals and other contracts that require prompt execution under exceptional circumstances to be signed by the Board Chairperson and County Clerk and then to be ratified after execution by the Board of Commissioners at its next meeting. The attached list is a collection of these contracts and is being approved in total pursuant to the consent rules of the Board.

| Financial Information:  |                                     |                      |                      | ·          |         |          |  |  |  |  |
|---|-------------------------------------|----------------------|----------------------|------------|---------|----------|--|--|--|--|
| Total Cost: \$0.00  | General Fund \$0.00 Cost:           |                      | Included in Budget:  | ☐ Yes      | ☐ No    | ✓ N/A    |  |  |  |  |
| If not included in budget, recomme  | ended funding source:               |                      | _                    |            |         |          |  |  |  |  |
|   |                                     |                      |                      |            |         |          |  |  |  |  |
| Action is Related to an Activity Which Is: Mandated Von-Mandated New Activity |                                     |                      |                      |            |         |          |  |  |  |  |
| Action is Related to Strategic Pla  | n:                                  |                      |                      |            |         |          |  |  |  |  |
| Goal: Goal 1: To Maintain and Improve the Stron                               | g Financial Position of the County. |                      |                      |            |         |          |  |  |  |  |
|   |                                     |                      |                      |            |         |          |  |  |  |  |
|   |                                     |                      |                      |            |         |          |  |  |  |  |
|   |                                     |                      |                      |            |         |          |  |  |  |  |
| Objective: Goal 1, Objective 1: Maintain and in                               | mprove current processes and impl   | ement new strategies | to retain a balanced | budget.    |         |          |  |  |  |  |
|   |                                     |                      |                      |            |         |          |  |  |  |  |
|   |                                     |                      |                      |            |         |          |  |  |  |  |
|   |                                     |                      |                      |            |         |          |  |  |  |  |
| Administration: ✓   | Recommended                         | ■Not Recomm          | nended               | ]Without F | Recomme | endation |  |  |  |  |
| County Administrator:   |                                     |                      |                      |            |         |          |  |  |  |  |
| Committee/Governing/Advisory Bo   | ard Approval Date:                  |                      |                      |            |         |          |  |  |  |  |

### **Board Ratification Contracts**

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

'Revenue' Total Amount: \$184,465.00
'Expense' Total Amount: \$365,600.32

| CONTRACT | REQUESTED DATE | APPROVED DATE | REQUESTING AGENCY       | VENDOR/3RD PARTY         | CONTRACT<br>AMOUNT | MULTI YEAR<br>CONTRACT | REVENUE/EXPENSE | PURPOSE   |
|----------|----------------|---------------|-------------------------|--------------------------|--------------------|------------------------|-----------------|---|
| 1796     | 01/11/2023     | 01/30/2023    | COMMUNITY ACTION AGENCY | GEORGETOWN SENIOR CENTER | \$3,000.00         | NO                     | EXPENSE         | Contract with Georgetown Senior<br>Center to provide services to<br>Older Americans.  |
| 1797     | 01/11/2023     | 01/19/2023    | COMMUNITY ACTION AGENCY | COMMUNITY ACTION HOUSE   | \$223,259.00       | YES                    | EXPENSE         | Amendment #5 to the Emergency Solutions grant contract with Community Action House to increase the budget.  CAH is one of three subrecipients for the Emergency Solutions Grant - Cares Act. The County was awarded \$1,127,632.  |
| 1798     | 01/11/2023     | 01/19/2023    | COMMUNITY ACTION AGENCY | EVERGREEN COMMONS        | \$3,000.00         | NO                     | EXPENSE         | Older Americans appropriation agreement with Evergreen Commons for FY23   |
| 1802     | 01/16/2023     | 01/23/2023    | COMMUNITY ACTION AGENCY | SENIOR RESOURCES         | \$20,000.00        | NO                     | EXPENSE         | Older Americans appropriation agreement with Senior Resources for FY23  |
| 1804     | 01/17/2023     | 01/23/2023    | FACILITIES MAINTENANCE  | FOUNDATION SPECIALIST    | \$54,266.32        | NO                     | EXPENSE         | This contract amendment is to remedy the water seepage in the basement of the Holland District Court. The initial contract was signed in October of 2022, as a result of the procurement process with the purchasing department. After awarding the contract to Foundation Specialists we learned of more information from the City of Holland in regards to their ongoing water issues at the Holland Civic Center. With this new information we had the contractor look at the Civic Center to gain a better understanding of the long term |

|      |            |            |                                |   |              |     |         | issues with ground water levels in downtown Holland and in regards to our facility. The contractor, with the new information, adjusted the scope of work resulting in a price increase to reflect the additional work required. Estimate #2088 was for \$30,196.10. The subsequent estimate (#2141) is for \$54,266.32. The updated total includes repair and warranty on the repair. It is an Ottawa County Insurance Authority fully-funded project with a total budget amount of \$80,000.00. |
|------|------------|------------|--------------------------------|---|--------------|-----|---------|--|
| 1783 | 12/19/2022 | 01/26/2023 | PROSECUTING ATTORNEY           | WEST LAW  |              | YES | EXPENSE | Renewal of print contract for<br>Ottawa County Prosecutor's<br>Office  |
| 1789 | 01/03/2023 | 01/11/2023 | DEPARTMENT OF STRATEGIC IMPACT | MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)        | \$184,465.00 | NO  | REVENUE | To approve and sign the Project Authorization with Michigan Department of Transportation for the FY2023 Specialized Services Operating Assistance Program  |
| 1790 | 01/03/2023 | 01/12/2023 | COMMUNITY ACTION AGENCY        | MICHIGAN DEPARTMENT OF HEALTH<br>AND HUMAN SERVICES | \$30,000.00  | NO  | EXPENSE | Contract with MDHHS for<br>Weatherization Deferral<br>reduction funding, part 1 for 2023   |
| 1791 | 01/03/2023 | 01/11/2023 | PUBLIC HEALTH                  | HOSPITAL NETWORK HEALTHCARE SERVICES                | \$7,275.00   | YES | EXPENSE | Sharps disposal  |
| 1806 | 01/18/2023 | 01/30/2023 | FACILITIES MAINTENANCE         | GOLDBERG GROUP                                      | \$21,800.00  | NO  | EXPENSE | Provide pre-design services for<br>the incorporation of a Behavioral<br>Health Unit (Mental Health Pod)<br>within the existing jail located at<br>the Ottawa County Fillmore<br>Complex.   |
| 1807 | 01/18/2023 | 01/30/2023 | COMMUNITY ACTION AGENCY        | FOUR POINTES CENTER FOR<br>SUCCESSFUL AGING         | \$3,000.00   | NO  | EXPENSE | Appropriation agreement with<br>Four Pointes - Center for<br>Successful Aging for Older<br>Americans FY23  |

|  |  | Act  | ion Reques                                | st                       |  |                        |                    |          |  |  |  |
|--|--|--|---|--------------------------|--|------------------------|--------------------|----------|--|--|--|
|  | Committee:                                     | Board of Cor   | mmissioners                               |                          |  |                        |                    |          |  |  |  |
|  | Meeting Date: 02/16/2023                       |  |   |                          |  |                        |                    |          |  |  |  |
|  | Requesting Department:  Equalization           |  |   |                          |  |                        |                    |          |  |  |  |
| Ottown County  | Submitted By                                   | <b>/:</b> Brian Bussch                                   | her                                       |                          |  |                        |                    |          |  |  |  |
| Ottawa County Where You Beforg   | Agenda<br>Item:                                | Ottawa County Edualization Department 2022 Annual Nepolt |   |                          |  |                        |                    |          |  |  |  |
| Suggested Motion   | <u> </u><br>1:                                 |  |   |                          |  |                        |                    |          |  |  |  |
| To receive for info  | rmation the Ot                                 | tawa Count   | y Equalization                            | Departme                 | ent 2022 Annu  | ıal Repor              | t.                 |          |  |  |  |
|  |  |  |   |                          |  |                        |                    |          |  |  |  |
| Summary of Requ  | est:   |  |   |                          |  |                        |                    |          |  |  |  |
| In accordance with   | n the 2023 Rul                                 | es of the Ot   | tawa County B                             | oard of Co               | ommissioners   | S:                     |                    |          |  |  |  |
| Section 6.8 - Anni<br>Commissioners to<br>Written reports sha<br>be submitted direct   | receive annua<br>all be in a form              | al, written ar<br>approved b                             | nd oral Reports<br>by the County <i>A</i> | from all C<br>Administra | Departments of the control of the co | of County<br>in the or | govern<br>dinary c | ment.    |  |  |  |
| Financial Informat   | ion:   |  |   |                          |  |                        |                    |          |  |  |  |
| Total Cost: \$0.00   |  | General Fun<br>Cost:                                     | <sup>1d</sup> \$0.00                      |                          | Included in Budget:  | Yes                    | ☐ No               | ✓ N/A    |  |  |  |
| If not included in bo  | udget, recomm                                  | ended fundin   | ng source:                                |                          |  |                        |                    |          |  |  |  |
| Action is Related  | to an Activity V                               | Vhich le:  | Mandated                                  | <b>√</b>                 | Non-Mandated   |                        | □ New              | Activity |  |  |  |
| Action is Related  |  |  | ivialidated                               | V                        | Non-Mandated   |                        | INGW               | Activity |  |  |  |
| Goal: Goal 3: To Maintain  |  |  | ens, Employees, and Of                    | ther Stakeholde          | ers.   |                        |                    |          |  |  |  |
|  |  |  |   |                          |  |                        |                    |          |  |  |  |
| Objective: Goal 3, Objective: Go | ective 1: Regularly reviective 4: Evaluate com |  |   | that guide the v         | work of the County in  | this goal area         |                    |          |  |  |  |
|  |  |  |   |                          |  |                        |                    |          |  |  |  |

☐Not Recommended

Recommended

Committee/Governing/Advisory Board Approval Date:

Administration:

County Administrator:

☐ Without Recommendation

# Equalization

2022 Annual Report

### **Equalization Department Functions**







Apportionment



Property Description & Mapping



Local Unit Assistance



Assessing



# Equalization

MCL 211.34



### **Equalization Function**

### **Sales Studies**

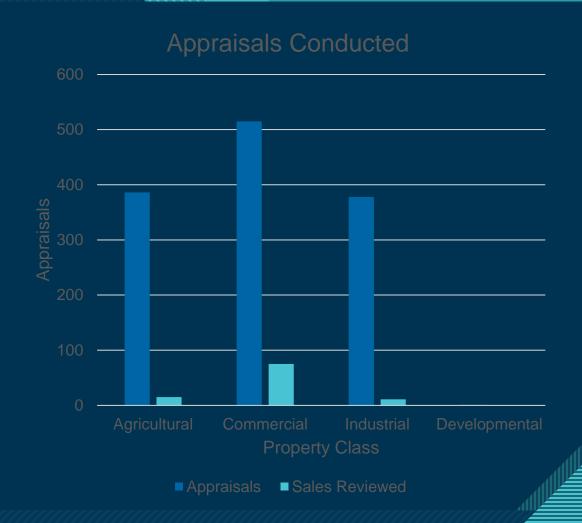
- Studying the market by comparing assessed values to <u>sale prices</u> of recently sold properties.
- EQ Sales Team
  - (4) Deeds Processing Clerks

### **Appraisal Studies**

- Studying the market by comparing assessed values to <u>appraisals</u> of randomly selected properties.
- EQ Appraisal Team
  - (3) Appraisers

### **Equalization Studies**





# Apportionment

MCL 211.37 & MCL 207.12



### **Apportionment Function**

### **Function**

- Apportionment is the process of spreading or 'apportioning' the tax burden around the County. This is a process of aiding and auditing.
- Certified Apportionment Report in October
- Amended in November

### **Apportionment Team**

• (1) Administrative Assistant Auditor

# Property Description & Mapping

MCL 211.34(3)



### PDM Function

### **Function**

- Assist local units in the development and maintenance of accurate property descriptions, assigning new parcel numbers for property splits/combinations, subdivision lots, condominium units, and buildings on leased land.
- ☐ Maintain the GIS parcel lines and assist with other parcel mapping functions.
- Maintain a split history system back to 1975. This information is made available through the property search function on the county website.

### **PDM Team**

• (2) Property Description Technicians



### PDM Annual Summary

| Year | New Parcel<br>Numbers | Retired<br>Parcel<br>Numbers | New Plats | New Lots | Condo<br>Projects | Condo<br>Units |
|------|-----------------------|------------------------------|-----------|----------|-------------------|----------------|
| 2022 | 1,386                 | 571                          | 10        | 280      | 24                | 416            |
| 2021 | 1,761                 | 831                          | 6         | 206      | 36                | 765            |
| 2020 | 1,399                 | 673                          | 4         | 149      | 36                | 269            |
| 2019 | 1,746                 | 525                          | 9         | 304      | 63                | 426            |
| 2018 | 1,735                 | 650                          | 17        | 544      | 80                | 592            |

## Local Unit Assistance

MCL 211.34(3)



### **Local Unit Assistance**

### **Function**

- Provide assistance to local units of government.
  - Technical assistance
  - Assessing procedure guidance
  - Uniform standards
  - Valuation appeals
  - Millage rate calculations
  - Education

# Assessing

Contractual



### Assessing

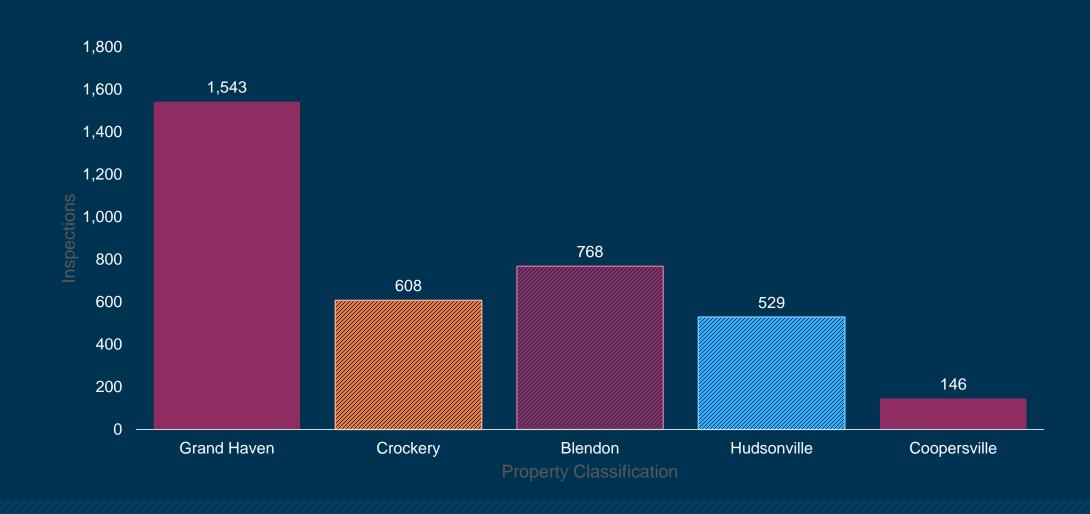
- Equalization provides assessing services to 5 local municipalities.
- These municipalities contract with the County on an 'at-cost' basis.

- Contracted Assessing Units
  - Grand Haven City
  - Crockery Township
  - Hudsonville City
  - Blendon Township
  - Coopersville City

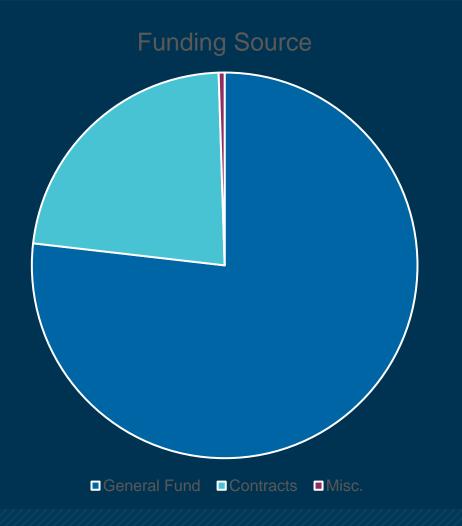
- Assessing Team
  - (2) Assessing Division Managers
  - (3) Property Inspectors

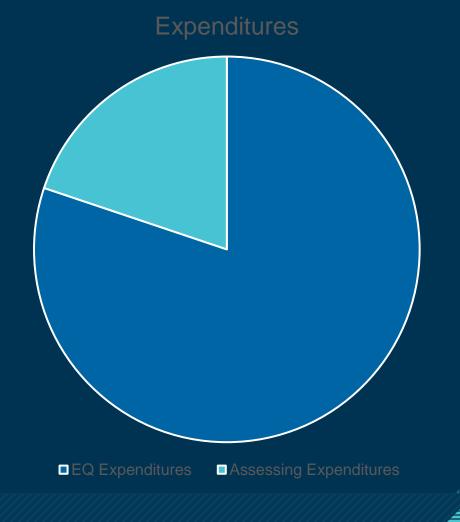


### **Assessing Property Inspections**



### **Equalization Budgetary Overview**





### Ratios and Multipliers

|                 | AGRICULTURAL |         |       | MERCIAL | INDU: | STRIAL  | RESIDENTIAL |         |  |
|-----------------|--------------|---------|-------|---------|-------|---------|-------------|---------|--|
| TOWNSHIPS       | REAL         | (100)   | REAL  | (200)   | REAL  | (300)   | REAL        | (400)   |  |
|                 | Ratio        | Factor  | Ratio | Factor  | Ratio | Factor  | Ratio       | Factor  |  |
| Allendale Ch.   | 38.79        | 1.28900 | 43.07 | 1.16091 | 43.45 | 1.15064 | 44.70       | 1.11857 |  |
| Blendon         | 41.21        | 1.21330 | 41.83 | 1.19532 | 37.84 | 1.32136 | 44.92       | 1.11309 |  |
| Chester         | 47.07        | 1.06225 | 45.64 | 1.09554 | 44.61 | 1.12090 | 43.94       | 1.13792 |  |
| Crockery        | 44.47        | 1.12436 | 41.61 | 1.20164 | 40.44 | 1.23640 | 43.36       | 1.15314 |  |
| Georgetown Ch.  | 43.51        | 1.14917 | 40.34 | 1.23947 | 42.70 | 1.17097 | 45.00       | 1.11112 |  |
| Grand Haven Ch. | 43.58        | 1.14732 | 39.93 | 1.25220 | 45.00 | 1.11112 | 46.63       | 1.07228 |  |
| Holland Ch.     | 42.64        | 1.17261 | 45.12 | 1.10816 | 49.88 | 1.00000 | 45.13       | 1.10792 |  |
| Jamestown Ch.   | 43.62        | 1.14627 | 43.22 | 1.15683 | 49.76 | 1.00000 | 45.06       | 1.10964 |  |
| Olive           | 44.90        | 1.11359 | 45.68 | 1.09458 | 46.59 | 1.07309 | 45.43       | 1.10060 |  |
| Park            | 39.71        | 1.25913 | 46.69 | 1.07090 | -     | -       | 44.30       | 1.12867 |  |
| Polkton Ch.     | 46.31        | 1.07969 | 47.81 | 1.04581 | 48.80 | 1.02460 | 43.41       | 1.15181 |  |
| Port Sheldon    | 35.96        | 1.39044 | 45.56 | 1.09746 | 49.32 | 1.00000 | 44.07       | 1.13456 |  |
| Robinson        | 45.27        | 1.10449 | 41.92 | 1.19275 | 45.49 | 1.09920 | 44.83       | 1.11533 |  |
| Spring Lake     | 40.35        | 1.23916 | 41.00 | 1.21947 | 47.34 | 1.05619 | 45.04       | 1.11013 |  |
| Tallmadge Ch.   | 44.01        | 1.13611 | 46.93 | 1.06542 | 47.47 | 1.05330 | 44.34       | 1.12765 |  |
| Wright          | 46.65        | 1.07182 | 43.90 | 1.13896 | 47.52 | 1.05219 | 42.68       | 1.17151 |  |
| Zeeland Ch.     | 44.40        | 1.12613 | 45.23 | 1.10547 | 46.79 | 1.06861 | 44.12       | 1.13328 |  |
| CITIES          |              |         |       |         |       |         |             |         |  |
| Coopersville    | 47.39        | 1.05508 | 45.74 | 1.09314 | 43.62 | 1.14627 | 42.87       | 1.16632 |  |
| Ferrysburg      | -            | -       | 42.25 | 1.18356 | 47.80 | 1.04608 | 43.36       | 1.15314 |  |
| Grand Haven     | -            | -       | 44.38 | 1.12664 | 44.48 | 1.12411 | 44.62       | 1.12058 |  |
| Holland         | 48.37        | 1.03376 | 47.22 | 1.05888 | 42.62 | 1.17316 | 44.67       | 1.11932 |  |
| Hudsonville     | 44.72        | 1.11806 | 46.19 | 1.08249 | 44.90 | 1.11356 | 43.48       | 1.14996 |  |
| Zeeland         | 51.76        | 0.96600 | 48.25 | 1.03627 | 43.97 | 1.13714 | 44.26       | 1.12969 |  |

# Questions?

|  |                                       | Act  | ion Reque                        | st                         |  |                        |                    |          |  |  |  |
|--|---------------------------------------|--|----------------------------------|----------------------------|--|------------------------|--------------------|----------|--|--|--|
|  | Committee:                            | Board of Co  | mmissioners                      |                            |  |                        |                    |          |  |  |  |
|  | Meeting Date: 02/16/2023              |  |                                  |                            |  |                        |                    |          |  |  |  |
|  | Requesting Department:  Public Health |  |                                  |                            |  |                        |                    |          |  |  |  |
| Ottowa County  | Submitted By                          | <b>/:</b> Adeline Ham  | nbley                            |                            |  |                        |                    |          |  |  |  |
| Ottawa County Where You Beforg   | Agenda<br>Item:                       | Ottawa County Department of Fubility Featth 2022 Annual Nebolt |                                  |                            |  |                        |                    |          |  |  |  |
| Suggested Motion   | <u> </u><br>ነ:                        |  |                                  |                            |  |                        |                    |          |  |  |  |
| To receive for info  | rmation the Ot                        | tawa Count   | y Department                     | of Public H                | lealth 2022 A  | nnual Re               | port.              |          |  |  |  |
|  |                                       |  |                                  |                            |  |                        |                    |          |  |  |  |
| Summary of Requ  | est:                                  |  |                                  |                            |  |                        |                    |          |  |  |  |
| In accordance with   | n the 2023 Rul                        | es of the Ot   | tawa County E                    | Board of Co                | ommissioners   | S:                     |                    |          |  |  |  |
| Section 6.8 - Anni<br>Commissioners to<br>Written reports sha<br>be submitted direct | receive annua<br>all be in a form     | al, written ar<br>approved b                                   | nd oral Reports<br>by the County | s from all D<br>Administra | Departments of the control of the co | of County<br>in the or | govern<br>dinary c | ment.    |  |  |  |
| Financial Informat   | ion:                                  |  |                                  |                            |  |                        |                    |          |  |  |  |
| Total Cost: \$0.00   |                                       | General Fun<br>Cost:   |                                  |                            | Included in Budget:  | Yes                    | ☐ No               | ✓ N/A    |  |  |  |
| If not included in b   | udget, recomm                         | ended fundir   | ng source:                       |                            |  |                        |                    |          |  |  |  |
| Action is Related  | to an Activity V                      | Which Is:  | Mandated                         | [ <u>.</u>                 | Non-Mandated   |                        |                    | Activity |  |  |  |
| Action is Related  |                                       |  | Wandated                         | <u> </u>                   | TVOIT WIGHTGATEG   | <u> </u>               | INCW               | Activity |  |  |  |
| Goal: Goal 3: To Maintain  |                                       |  | ens, Employees, and C            | ther Stakeholde            | ers.   |                        |                    |          |  |  |  |
|  |                                       |  |                                  |                            |  |                        |                    |          |  |  |  |
| Objective: Goal 3, Obje  | ective 1: Regularly rev               | iew and update co  | mmunication strategie            | s that guide the v         | work of the County in  | this goal area         |                    |          |  |  |  |
| Goal 3, Obje   | ective 4: Evaluate com                | munication with ot   | her key stakeholders.            |                            |  |                        |                    |          |  |  |  |

☐Not Recommended

Recommended

Committee/Governing/Advisory Board Approval Date:

Administration:

County Administrator:

☐ Without Recommendation

miOttawa Department of Public Health

ANNUAL REPORT
2022







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### From the Health Officer

I am proud to present
the 2022 Ottawa County
Department of Public
Health annual report.
In this report, you will find

some highlights of our work and accomplishments from the past year. You will also find a list of the 10 Essential Public Health Services, which provide the framework behind our efforts to assure conditions that promote and protect health.

It is important to note that the challenges to achieving the good health of a community are too great for a single individual or organization to solve. Partnerships and collaborations across all sectors are key to the creation of strategies that improve

the health of everyone in Ottawa County. Thank you to the individuals, businesses and organizations who work with us to accomplish this shared vision. And, thank you to our staff and volunteers who are equally dedicated to the work of public health.

In good health,

OdelineHambley

Adeline Hambley, MBA, REHS

Administrative Health Officer

### **Board of** Commissioners

Joe Moss Chairperson

Sylvia Rhodea Vice Chairperson

**Gretchen Cosby** 

**Lucy Ebel** 

Doug Zylstra

Jacob Bonnema

Kyle Terpstra

Rebekah Curran

Roger Belknap

Roger Bergman

Allison Miedema



### Staff





### Adeline Hambley, MBA, REHS

Administrative Health Officer

Marcia Mansaray, MSc Deputy Health Officer

**Gwendolyn Unzicker, MD Medical Director** 

### Derel Glashower, MPH, CPH

Senior Epidemiologist miOttawa.org/HealthData

### Jennifer Sorek, MA, MEP

**Public Health Preparedness** miOttawa.org/Prepare

Nina Baranowski, MPA Public Health Financial Manager

Tony Benjamin, MSA Innovation & Technology

Helen Tarleton, BA

Clinical Health Services Manager

Communicable Disease Program miOttawa.org/DiseaseInfo

Family Planning & Women's Health **Services Program** miOttawa.org/SexualHealth

**Immunizations Program** miOttawa.org/Immunize

**Sexually Transmitted Infection** Program miOttawa.org/SexualHealth

Sandra Lake, MPH, BSN, RN

Community Health Services Manager

Children's Special Health Care Services & Childhood Elevated **Blood Lead Program** miOttawa.org/CSHCS

**Hearing & Vision Screening Program** 

miOttawa.org/HearingVision

**Maternal Infant Health Program** miOttawa.org/MIHP

Ottawa Pathways to Better Health **Program** miOttawa.org/OPBH

Adeline Hambley, MBA, REHS

**Environmental Health Services** Manager

**Food Safety Program** miOttawa.org/Food

**Onsite Services Program** miOttawa.org/EH

Sustainability Program miOttawa.org/eco

Lisa Uganski, MPH, RD, CHES

**Health Planning & Promotion** Manager

**Health Education Program** miOttawa.org/Nutrition miOttawa.org/SAP miOttawa.org/Suicideprevention

Oral Health Program miOttawa.org/Dental

ottawafood.org



### **Our Mission**

Working together to assure conditions that promote and protect health

### **Our Vision**

Healthy people

### **Our Values**

**Equity:** All people will be valued and treated fairly with dignity and respect

**Integrity:** Uphold the highest level of ethical standards

**Excellence:** Provide the highest quality product, service and customer experience



### **Our Strategic Priorities**

- Identify and control public health threats.
- 2. Improve the social and physical environments that promote health.
- Empower citizens with credible and timely health information.

- 4. Promote a positive work culture.
- 5. Ensure organizational sustainability.

# 10 Essential Public Health Services

### Assessment

- 1. Assess and monitor population health.
- 2. Investigate, diagnose and address health hazards and root causes.

### **Policy Development**

- 3. Communicate effectively to inform and educate.
- 4. Strengthen, support and mobilize communities and partnerships.
- 5. Create, champion and implement policies, plans and laws.
- 6. Utilize legal and regulatory actions.



### **Assurance**

- 7. Enable equitable access.
- 8. Build a diverse and skilled workforce.
- 9. Improve and innovate through evaluation, research and quality improvement.
- 10. Build and maintain a strong organizational infrastructure for public health.



# Programs by the Numbers



### **Environmental Health Services**



### **Onsite Services**

- Conducted 1,141 real estate transfer evaluations
- Issued **744** sewage disposal system permits and conducted **664** final inspections
- Issued **450** well permits and conducted **315** final inspections



### **Food Safety**

- · Corrected 3,167 food safety violations
- · Completed **2,159** restaurant inspections
- · Investigated **60** complaints
- $\cdot$  Investigated 138 cases of reported foodborne illness



### **Environmental Sustainability**

- Collected nearly 2.3 tons of compostable food waste during the program's first six months
- Collected more than 260 tons of scrap metal, e-waste, household hazardous waste, scrap tires and other recyclable materials
- · More than **18,000** resident visits



### Clinical Health Services



### **Communicable Disease Program**

- Identified 13 cases of Shiga toxin-producing
   E. coli (STEC), leading to a multi-state outbreak investigation by state and federal public health organizations.
- Provided treatment and monitoring for one active case of tuberculosis (TB), a disease that can be fatal if not treated properly, and offered preventive treatment for 60 latent TB cases.

### Family Planning and Women's Health Services Program

- Screened 166 patients for cervical cancer, 19% of whom had abnormal results, providing an opportunity for treatment to prevent the cancer from developing or progressing.
- · Cared for 744 patients at 1,793 visits



# **Immunizations Program**

- Administered 5,659
   vaccinations
- Provided
   immunization
   recommendations to
   130 people traveling
   outside of the US



# **Sexually Transmitted Infection Program**

- Served 579 patients at 691 visits
- Provided 726 HIV screenings and 1,041 sexually transmitted infection screenings



### Community Health Services



# **Maternal Infant Health Program**

- Held **1,549** encounters with **319** MIHP families
- MIHP staff participated in 3 local and statewide pilot programs to enhance program delivery to families



### Children's Special Health Care Services and Childhood Elevated Blood Lead Program

- Provided in-home nursing education and support for 11 children under the age of six with elevated blood lead levels
- Provided 1,449 families
   with Children's Special Health
   Care Services, the 7th highest
   enrollment in the state of
   Michigan



### **Hearing and Vision Screening Program**

- Completed **10,333**hearing screenings, with **191** children or **1.8%** of those screened, requiring follow-up medical care
- Completed 11,499
   vision screenings, with 901 children or 7.8%
   of children screened, requiring follow-up medical care



# Ottawa Pathways to Better Health Program

- **428** individuals completed **424** pathways
- 696 individuals were referred to the Pathways program, with 299 new enrollees



### **Health Planning and Promotion Services**



### **Health Education Program**

- Ottawa Food rescued more than 34,500 lbs. of food; donated more than 2,480 lbs. of produce and picked over 3,180 lbs. of fruit for local food pantries
- Enrolled 1,061 people in the Step it Up! program, with over 70% reporting an improvement in their health as a result
- Provided Prime for Life substance use disorder education to 240 students from 5 schools



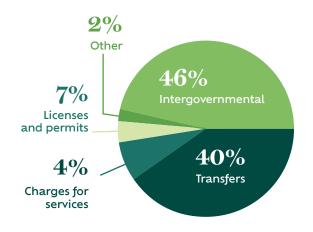
### **Oral Health Program**

- Miles of Smiles performed 751 preventive and restorative appointments for financially qualifying children
- Performed 1,593 sealant and 417 fluoride applications through the SEAL! Michigan program
- Provided 3,725 students oral health classroom education

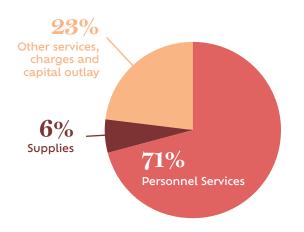
## **Financial Report**

|                                      | 2018          | 2019          | 2020          | 2021          | 2022          |
|--------------------------------------|---------------|---------------|---------------|---------------|---------------|
| Revenues                             |               |               |               |               | (Unaudited)   |
| Intergovernmental revenues           | \$4,365,076   | \$5,946,990   | \$6,754,446   | \$7,127,943   | \$7,084,254   |
| Charges for services                 | \$650,523     | \$705,830     | \$598,829     | \$577,375     | \$654,471     |
| Licenses and permits                 | \$1,027,568   | \$1,052,855   | \$977,837     | \$977,579     | \$1,058,251   |
| Other                                | \$81,322      | \$135,976     | \$550,821     | \$223,183     | \$380,771     |
| Total Revenues                       | \$6,124,489   | \$7,841,651   | \$8,881,933   | \$8,906,020   | \$9,177,747   |
|                                      |               |               |               |               |               |
| Expenditures                         |               |               |               |               |               |
| Personnel services                   | \$7,417,469   | \$7,868,542   | \$8,917,698   | \$9,779,221   | \$11,040,287  |
| Supplies                             | \$820,367     | \$1,072,513   | \$940,917     | \$1,023,901   | \$960,125     |
| Other services and charges           | \$2,027,884   | \$2,224,040   | \$2,378,035   | \$2,587,715   | \$3,647,638   |
| Capital outlay                       | \$11,313      | -             | -             | \$6,566       | \$6,030       |
| Total expenditures                   | \$10,277,033  | \$11,165,095  | \$12,236,650  | \$13,397,403  | \$15,653,830  |
| Revenues over (under) expenditures   | (\$4,152,544) | (\$3,323,444) | (\$3,354,717) | (\$4,491,383) | (\$6,471,375) |
|                                      |               |               |               |               |               |
| Other financing sources (uses)       |               |               |               |               |               |
| Transfers from other funds           | \$3,582,994   | \$4,610,713   | \$4,193,078   | \$5,201,159   | \$6,156,663   |
| Total other financing sources (uses) | \$3,582,994   | \$4,610,713   | \$4,193,078   | \$5,201,159   | \$6,156,633   |
|                                      |               |               |               |               |               |
| Net change in fund balance           | (\$569,550)   | \$1,287,269   | \$838,361     | \$709,776     | (\$319,420)   |
|                                      |               |               |               |               |               |
| Fund balance, beginning of year      | \$1,455,163   | \$885,613     | \$2,172,882   | \$3,011,243   | \$3,721,019   |
| Fund balance, end of year            | \$885,613     | \$2,172,882   | \$3,011,243   | \$3,721,019   | \$3,401,599   |
|                                      |               |               |               |               |               |
| FTE (Employees)                      | 91.85         | 91.75         | 99.20*        | 98.88*        | 120.25**      |
|                                      |               |               |               |               |               |

### 2022 Revenues & Transfers



### **2022 Expenditures**



<sup>\*</sup> Does not include COVID-19 grant funded positions.

<sup>\*\*</sup> Includes approved COVID-19 grant funded positions. All approved positions may not have been filled.



# miOttawa Department of Public Health

### Holland

12251 James Street Holland, MI 49424

### **Grand Haven**

1207 South Beechtree Street, Suite B Grand Haven, MI 49417

### Hudsonville

3100 Port Sheldon Avenue Hudsonville, MI 49426

**Phone:** (616) 396-5266 **Español:** (616) 393-5780

miOttawa.org/Health/OCHD

@miOCDPH

/miOttawaHealth

© @miOCDPH

|  |                                   | Acti   | on Request                            | •<br>•                 |                                 |                         |                    |          |
|--|-----------------------------------|--|---------------------------------------|------------------------|---------------------------------|-------------------------|--------------------|----------|
|  | Committee:                        | Board of Con   | nmissioners                           |                        |                                 |                         |                    |          |
|  | Meeting Date                      | : 02/16/2023   |                                       |                        |                                 |                         |                    |          |
|  | Requesting Department:            |  |                                       |                        |                                 |                         |                    |          |
| Ottown Country   | Submitted By                      | :Lynne Doyle   |                                       |                        |                                 |                         |                    |          |
| Ottawa County Where You Belong   | Agenda<br>Item:                   | Ottawa County Community Mental Health 2022 Annual Report |                                       |                        |                                 |                         |                    |          |
| Suggested Motion   | ):                                |  |                                       |                        |                                 |                         |                    |          |
| To receive for info  | rmation the Ot                    | tawa County  | Community Me                          | ental Hea              | alth 2022 Ann                   | ual Repo                | ort.               |          |
|  |                                   |  |                                       |                        |                                 |                         |                    |          |
| Summary of Requ  | est:                              |  |                                       |                        |                                 |                         |                    |          |
| In accordance with   | the 2023 Rule                     | es of the Ott  | awa County Bo                         | ard of Co              | mmissioners                     | :                       |                    |          |
| Section 6.8 - Anno<br>Commissioners to<br>Written reports sha<br>be submitted direct | receive annua<br>all be in a form | nl, written and<br>approved b                            | d oral Reports for<br>y the County Ac | rom all D<br>Iministra | epartments of<br>tor and shall, | of County<br>in the ord | govern<br>dinary c | ment.    |
| Financial Informat   | lon.                              |  |                                       |                        |                                 |                         |                    |          |
| Total Cost:  | ion:                              | Conoral Euro   | 1                                     |                        | Included in                     |                         |                    |          |
| Total Cost: \$0.00   |                                   | General Fund<br>Cost:                                    | \$0.00                                |                        | Budget:                         | Yes Yes                 | ☐ No               | ✓ N/A    |
| If not included in bu  | udget, recomme                    |  | g source:                             |                        |                                 | <u> </u>                |                    |          |
| Action is Related t  | to an Activity V                  | Vhich Is:  | Mandated                              | <b>7</b>               | Non-Mandated                    |                         | New                | Activity |
| Action is Related t  |                                   |  | <del></del>                           |                        |                                 |                         |                    |          |
| Goal: Goal 3: To Maintain  |                                   |  | ns, Employees, and Othe               | er Stakeholder         | S.                              |                         |                    |          |

Objective: Goal 3, Objective 1: Regularly review and update communication strategies that guide the work of the County in this goal area.

☐Not Recommended

Goal 3, Objective 4: Evaluate communication with other key stakeholders.

Administration:

County Administrator:

Recommended

Committee/Governing/Advisory Board Approval Date:

☐ Without Recommendation





### **OUR MISSION**

Community Mental Health of Ottawa County partners with people with mental illness, developmental disabilities, substance use disorders, and the broader community to improve lives and be a premier mental health agency in Michigan.

#### DIRECTOR'S LETTER

In the last several years we have been fortunate to have been awarded several new federal and state grants. These grants allow us to provide more mental health supports and services to more people in our community. Our System of Care (SOC) grant, which is called Ottawa Strengthening Youth and Families, provides resources to improve the mental health outcomes for children and youth, birth through age 21, with serious emotional disturbances and their families. This program supports the implementation, expansion, and integration of the SOC approach by creating sustainable infrastructure and services. Check out some of their great resources at www.StigmaFreeOttawa.com.

Certified Community Behavioral Health Clinics (CCBHC) is another grant we've received in the last year. Being certified as a CCBHC means that an organization will provide a comprehensive range of mental health and substance use services with an emphasis on increasing access to high-quality care, integrating behavioral health with physical health care and promoting the use of evidence-based practices. Our CCBHC grant has allowed us to serve more people and provide greater opportunities to address the physical health care needs of the individuals we serve with resources such as diabetes education, health fairs, and better care coordination with primary care doctors.

Certified Community Behavioral Health Clinics (CCBHC) is another grant we've received in the last year. Being certified as a CCBHC means that an organization will provide a comprehensive range of mental health and substance use services with an emphasis on increasing access to high-quality care, integrating behavioral health with physical health care and promoting the use of evidence-based practices. Our CCBHC grant has allowed us to serve more people and provide greater opportunities to address the physical health care needs of the individuals we serve with resources such as diabetes education, health fairs, and better care coordination with primary care doctors.

We have other grants that allow us to focus on the health and wellbeing of individuals with intellectual and developmental disabilities, provide services to persons in our jail who have mental illness and/or substance use disorders, and provide post-overdose wellness checks to encourage people to engage in treatment.

Grants usually include significant reporting requirements and administrative support to implement. The benefits of serving more with best practice is worth the effort. We will continue to explore grant opportunities in the future and assist our community partners in applying for grants aimed at expanding mental health services and supports in Ottawa County.



Lynne Doyle - Executive Director

At the core of our services are our staff; both those employed by CMH and those employed by our many contractual providers. I hope you will join me in recognizing the dedicated group of people who make up our workforce.

# MILLAGE DOLLARS SUPPORT ADULTS WITH COMPLEX NEEDS

Since 2004, Harbor House Ministries has provided residential care for adults with multiple impairments in Ottawa County. "The men and women we serve require assistance in all activities of daily life, and we come alongside them in all their care needs and to support them in the community. They generally have some complex needs that require 24-hour care, even through the night. We provide that support 24 hours a day, 7 days a week, 365 days a year," explains Executive Director, Peggy Driesenga.

The daily support that Harbor House provides includes personal care and hygiene, medical treatments and therapies, exercise, meal preparation, and transportation to activities in the community, along with other tasks the day might require. Home Manager Samantha Warners highlights the importance of residential aides in making the work of Harbor House possible. She says, "Our residential aides walk alongside our residents to help them live their life, keep their strength, and maintain as much independence as possible."

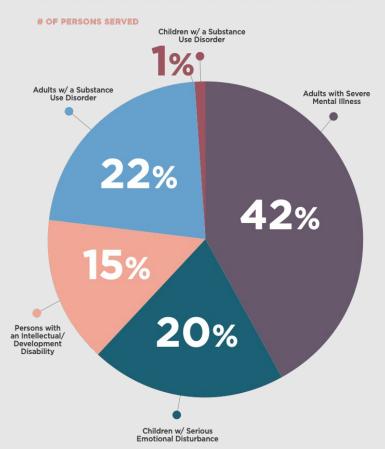
The work of Harbor House is rooted in the idea of living life to the fullest. This means not only providing quality care and helping residents to maintain their physical health but also helping them to develop friendships and relationships with each other, the staff, and members of the community. "Harbor House is a huge asset to our community," says Warners, emphasizing how important it is for people to realize that adults with impairments should not be thought of as any different. "

They may seem and appear different on the outside. But really and truly, they are regular human beings like you and me. They just need love," she says. Millage funding in 2022 has allowed Harbor House to continue to provide the loving support and care that residents and their families have come to count on over the last two decades. Like many organizations, they have felt the lingering effects of the COVID-19 pandemic, experiencing rising costs associated with the care they provide. Because of millage funding, Harbor House has been able to continue to pay its staff and provide the activities and support that make life full and abundant for the men and women they serve.



Driesenga says it most plainly, "Harbor House is so grateful for millage funds."

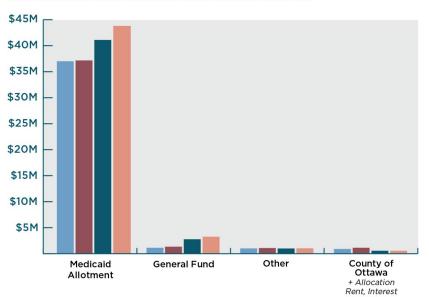
### PERSONS SERVED



In fiscal year 2022 CMHOC provided services funded through Medicaid, General Fund, Millage and Grants to 7,768 individuals.

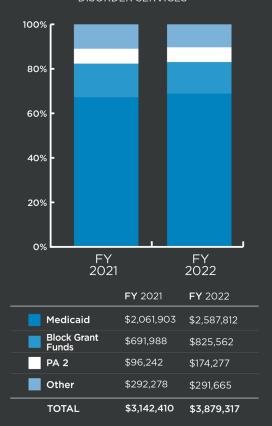
### REVENUE REPORT

#### ANNUAL REVENUE FOR BEHAVIORAL HEALTH SERVICES



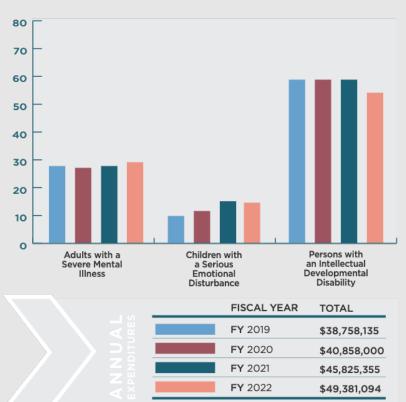


### % ANNUAL REVENUE FOR SUBSTANCE USE DISORDER SERVICES

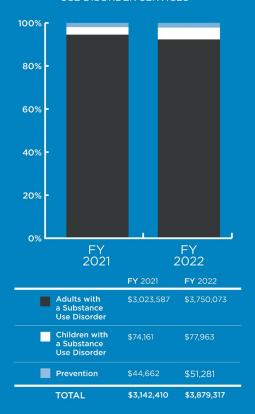


### EXPENDITURE REPORT

#### **% OF ANNUAL EXPENDITURE FOR BEHAVIORAL HEALTH SERVICES**



### ANNUAL EXPENDITURE FOR SUBSTANCE USE DISORDER SERVICES



MENTAL HEALTH MILLAGE AND GRANTS 2022 OUTCOMES

| MILLAGE AND<br>GRANTS REVENUE | FY 2022     |
|-------------------------------|-------------|
| Property<br>Taxes             | \$3,884,064 |
| Grants                        | \$2,786,458 |
| Mental Health<br>Transfer     | \$227,667   |
| Interest on Investments       | \$25,867    |
| TOTAL                         | \$6,924,056 |



| MILLAGE | E & GRANT EXPENDITURES     | FY 2022     |
|---------|----------------------------|-------------|
|         | I/DD Support Programs      | \$2,484,601 |
|         | MI Adult Support Programs  | \$137,495   |
|         | SED Child Support Programs | \$347,443   |
|         | Pathways to Better Health  | \$250,000   |
|         | Mental Health Treatment    | \$88,209    |
|         | Grants                     | \$2,847,718 |
|         | Administration             | \$313,256   |
| TOTAL   |                            | \$6,468,722 |
|         |                            |             |



MRS cash match agreement to pay for job developer and short-term follow along for consumers. This agreement will bring three times the dollar amount into Ottawa County.





Number of people who have received or are receiving services through working with Pathways to Better Health to provide vital treatment and services to those with two or more chronic health conditions.



Individuals enrolled as members in our social and recreational programs for people with disabilities in Ottawa County. Each program has a separate calendar of free and lowcost activities.





\$142,000 of Millage funding helped seed and now supports the OCSN in partnership with the Intermediate School District and multiple local school districts.



practice provide mental health services to seniors, allowing them to remain independent and in their homes.





Number of people CMHOC has served who were uninsured, underinsured or had Medicaid Spenddowns.



inmates receive psychiatric care from medical providers to improve mental health and prevent recidivism upon release.



Scholarships awarded to those with mental illness attending our Clubhouse Program.



The Drop-In Center operated by adults with mental illness serving adults with mental illness.



This program supports our local residential providers by providing financial assistance to cover gaps in funding related to the staffing crisis and shortfalls in room and board expenses.

# THE OTTAWA COUNTY COLLABORATIVE TO STRENGTHEN YOUTH AND FAMILIES

CMHOC was awarded a SAMHSA System of Care grant in August 2020. This four-year grant is designed to improve the overall system of care, including services and supports provided to youth and families. We are in year three and believe children, families, and our community are benefitting from this grant opportunity. Some highlights of our work include:

We have provided over 600 individuals with trainings related to youth mental health, trauma, resilience, suicide prevention, etc. We are encouraging youth voice by supporting them in identifying their strengths and goals and facilitating youth to share their thoughts. In collaboration with Ottawa County Juvenile Court, we hosted the Juvenile Justice Showcase. This event provided a venue for three youth to create visual artwork and share their experiences about their involvement in the juvenile court system. There were approximately 60 community members in attendance. Juvenile Justice Showcase lets juvenile offenders share art pieces and stories from their recovery | wzzm13.com

In collaboration with multiple Ottawa County youth serving agencies, we implemented an anti-stigma campaign. This campaign focused on increasing awareness of youth mental health and normalizing using resources and community supports to address one's mental health. The campaign used a three-pronged approach: Be Honest, Be Heard, Be Informed. Stigma Free Ottawa.

To support therapists working with traumatized youth throughout Ottawa County, we have provided free evidenced-based training. Phase I included two cohorts of Trauma Focused Cognitive Behavioral Therapy with approximately 25 therapists being trained. Phase II included a train the trainer for Neurosequential Model of Therapy. Phase III will include the trainers of the Neurosequential Model of Therapy to train other Ottawa County therapists. We are partnering with Bethany Christian Services to provide outreach and free mental health screenings for Latino youth and their families.

They are also providing free, short-term case management to connect the youth and family with appropriate community supports. At CMH, we recognize the importance of using a Family Systems approach to our treatment of mental health concerns. We value including the voice of parents and youth in the treatment process. To further support parents, we hired a Community Health Worker through the Pathways to Better Health Program at the Health Department. This partnership has allowed us to have a Community Health Worker provide case management support to the parents of our youth consumers.

Learn more at www.stigmafreeottawa.com







**LEARN MORE** 



GOAL #1

Preserve Core Services/Public System

GOAL #2

Continue Integrated Health/Care Coordination



\_\_\_\_\_
Maintain Efficiency and Accountability



Support Staff and the Provider Network

Continue to provide information and education regarding concerns for senate and house bills and privatization

Maintain adequate staffing to address increased service requests and additional administrative responsibilities due to grants

Focus on housing, transportation and employment needs

Prepare for Certified Community Behavioral Health Clinic (CCBHC) Demonstration participation

Increase health and wellness opportunities for all populations

Continue to develop strategies to collaborate with pharmacy and other health care providers

**CARF** Accreditation

Michigan Department of Health and Human Services and Lakeshore Regional Entity site reviews

Continue to work on streamlining paperwork/administration burden

Electronic Health Record upgrades

Focused training in specialty areas including: Self-Direction, Co-Occurring

Address staff burnout/ stress

Increase training opportunities

Continue to advocate for Direct Support Professionals livable wage

Grand Rapids Community College Direct Support Professional Certificate

Millage programming

### **BOARD MEMBERS**

ROBERT BROWN

AL DANNENBERG

MATT FENSKE - CHAIR

TERRY GOLDBERG

JAMES HOLTVLUWER

JULIE KENYON

BETH LARSEN

DAVE PARNIN

**ALBERTO SERRANO** 

**VONNIE VANDERZWAAG** 

– VICE CHAIR

DOUG ZYLSTRA

- SECRETARY

Our board members play a vital role in guiding our organization. They are an important link to our consumers and community and their many years of experience bring value to our decision making. Thank you for your time and commitment to CMHOC.



12265 James Street, Holland, MI 49424 Phone: (616) 494-5545 cmhcustomerservices@miottawa.org www.miottawa.org/cmh

|                             | Action Request  |  |  |  |
|-----------------------------|---|--|--|--|
| Committee:                  | Board of Commissioners  |  |  |  |
| Meeting Date                | 02/16/2023  |  |  |  |
| Requesting Department:      | Facilities Maintenance  |  |  |  |
| Submitted By: Blake Upright |   |  |  |  |
| Agenda<br>Item:             | Ottawa County Facilities Maintenance 2022 Annual Report       |  |  |  |
|                             |   |  |  |  |
| 1:                          |   |  |  |  |
| rmation the Ot              | tawa County Facilities Maintenance 2022 Annual Report.        |  |  |  |
|                             | Meeting Date Requesting Department: Submitted By Agenda Item: |  |  |  |

### Summary of Request:

In accordance with the 2023 Rules of the Ottawa County Board of Commissioners:

Section 6.8 - Annual Reports From Departments of County Government - It is the policy of the Board of Commissioners to receive annual, written and oral Reports from all Departments of County government. Written reports shall be in a form approved by the County Administrator and shall, in the ordinary course, be submitted directly to the Board of Commissioners through the County Administrator's Office.

| Financial Information:                           |   |                        |                        |                |         |          |
|--|---|------------------------|------------------------|----------------|---------|----------|
| Total Cost: \$0.00                               | General Fund \$0.00 Included in Budget: |                        | Yes                    | ☐ No           | ✓ N/A   |          |
| If not included in budget, recomme               | ended funding source:                   |                        |                        |                |         |          |
| Action is Related to an Activity W               |   | ted 🗸                  | Non-Mandated           |                | ☐ New   | Activity |
| Action is Related to Strategic Pla               | ın:                                     |                        |                        |                |         |          |
| Goal: Goal 3: To Maintain and Enhance Commun     |   |                        |                        |                |         |          |
| Objective: Goal 3, Objective 1: Regularly review | ew and update communication strat       | egies that guide the w | ork of the County in t | this goal area |         |          |
| Goal 3, Objective 4: Evaluate comr               | nunication with other key stakehold     | ers.                   |                        |                |         |          |
| Administration: County Administrator:            | Recommended                             | Not Recomn             | nended                 | ]Without F     | Recomme | endation |
| Committee/Governing/Advisory Bo                  | ard Approval Date:                      |                        |                        |                |         |          |



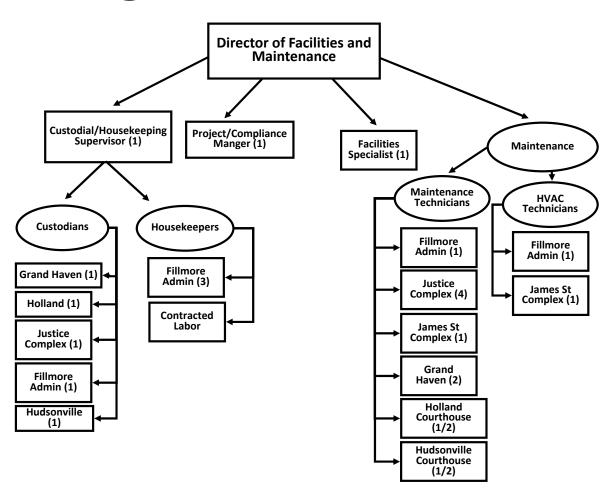


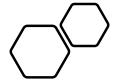
# Mission Statement

Ottawa County Facilities and Maintenance Department's mission is to maintain and improve County facilities and grounds through fiscally responsible and customer service driven reactive maintenance, preventative maintenance, and project management.



# **Organizational Chart**





# Blake Upright Director

• Blake was promoted to Director of Facilities and Maintenance in February of 2022.



## **Employees**



### **Maintenance**

- Tom Camburn Fillmore Administration
- Tim Dekkinga Justice Complex
- Jesus Derige Justice Complex
- Dick DeWitt Holland DC and Hudsonville
- Mark Duch Fillmore Administration
- Gary Kessler Justice Complex
- Ross Mango Justice Complex
- Paul Mapes James Street
- Matt Twa Grand Haven
- Dan Van Der Leest James Street
- John Vargo Project and Compliance
- Abby Ritter Facilities Specialist

### **Custodial**

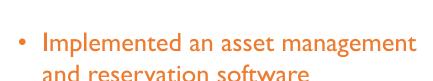
- Alex Chamberlain Custodian -Fillmore Administration
- Ron Cramblet Custodian Grand Haven
- Justin Holt Custodian Justice Complex
- David Kolker Custodial Supervisor
- Suzanne Landman-Konn Custodian Hudsonville
- Suri Siharath Housekeeper Fillmore Administration
- Dawn Wiegerink Housekeeper Fillmore Administration

### **About Us**

2022 Operating Budget: \$2,607,845

2022 CIP Budget: \$2,622,496

- Staff of 23 Employees
  - 12 Maintenance Staff
  - 9 Custodial Staff
  - I Project and Compliance
  - I Administrative Support



- Developed and integrated updated compliance standards
- Created two new positions
  - Project & Compliance
  - Facilities Specialist

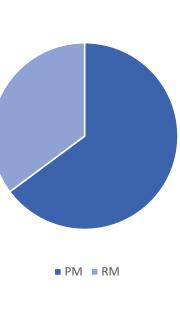


### **Work Orders and Assets**

### Work Orders in FY22: 7,922

Preventative Maintenance: 5,135 (65%)

- Maintenance: lubricating mechanisms, changing filters, inspecting equipment for proper function...
- Custodial: all-over floor care, window cleaning, equipment inspections, order and stock paper products and cleaning supplies, detail cleaning...



Reactive Maintenance: 2,787 (35%)

- Maintenance: replacing light bulbs, remodeling/improvi ng office spaces, repairing/replacing county assets...
- Custodial: cleaning spills and spots, setup and teardown of scheduled events...

Assets Maintained: 2,691

- Vehicles
- Irrigation Systems
- Overhead Doors
- HVAC Equipment
- Hardscape
- Life Safety Equipment
- Electrical Equipment
- Systems Furniture



# Contracts Managed by Facilities

- Snow Removal
- Grounds Maintenance
- Pest Control
- Furniture
- Event Management at County Conference Room and Parking Lots
- Housekeeping
- Boiler Maintenance
- Elevator Maintenance
- Fire Alarm Monitoring
- Fire Extinguishers
- Fire Suppression
- Trash Service
- Generator Maintenance
- Security Cameras
- Access Controls
- HVAC Control Systems

- Vending Machines
- Coffee and Coffee Equipment
- First Aid Supplies
- Carpet
- Equipment Warranties
- Ice Melt
- Fitness Equipment
- Life Safety Systems
- Custodial Supplies
- HydroCorp
- Architect and Engineering Services

# OTTAWA COUNTY BUILDINGS

14 Buildings | 647,266 sq ft | 21.5 Acres Parking Lots | 61.3 Acres Grounds

### James St. Complex (CMH, JJI, Public Health, DHHS)

### Statistics:

- 2 Maintenance Employees
- I Custodian
- Building Maintained: 138,195 sq ft
- Parking Lots Maintained: 6.7
   Acres
- Grounds Maintained: 13.2 Acres

### Site Projects:

 Inspected and cleaned storm water drains and put into place best practice procedures to satisfy County's MS-4 Permit





### **A** Building

#### 12265 James Street, Holland, MI 49424

- · Year Built: 1977
- 27, 952 sq ft
- Occupant: Community Mental Health
- 2022 Projects
  - Administration Remodel (flooring, furniture, paint)
  - Pharmacy Remodel (Geona)
- 2023 Projects
  - Façade
  - OSHA Compliant Roof Resurfacing



12263 James Street, Holland, MI 49424

• **Year Built**: 1986

• 24,200 sq ft

• <u>Occupants</u>: Community Mental Health, Juvenile Justice Institute

• 2022 Projects

• Reclad, Windows, and Doors

• Security Door

• 2023 Projects

• Reclad & Landscaping







12251 James Street, Holland, MI 49424

### **C** Building

• Year Built: 1987

• 28,943 sq ft

• <u>Occupants</u>: Public Health, Environmental Health, Community Action Agency

#### • <u>2022 Projects</u>:

- Generator Replacement,
- Mini-Split Installed in Vaccine Room
- Outdoor Light Upgrade

### **D** Building

12185 James Street, Holland, MI 49424

• **Year Built:** 1987

• 57,100 sq ft

• Occupants: Michigan Department of Health and Human Services, Public Defender, Adult Probation

- 2023 Projects
  - Roof Resurfacing
  - Exterior Paint



## Fillmore St. Complex

(Administration, Juvenile Detention, Adult Detention, Probate Court)

#### Statistics:

- 6 Maintenance Employees
- 2 Custodians
- Building Maintained: 271,019 sq ft
- Parking Lots Maintained: 9.3
   Acres
- Grounds Maintained: 29.5 Acres



### **Administration**

## 12220 Fillmore St, West Olive, MI 49460 Year Built: 1998; C-Wing 2008 134,559 sq ft Occupants: Various Ottawa County

- Departments

#### 2022 Projects

- Replace Front Entrance Grates
- Replace Ballard Lights
- Replace Clerk's Carpet
- Install Generator Supported Outlets Throughout Building
- Repaired Sheriff's Memorial Wall

#### 2023 Projects

- Conference Room G
- Replace Lower-Level Carpet and Entry
- Replace Fire Alarm Panel



### **Justice Facility**

12110 - 12130 Fillmore St, West Olive, MI 49460

- **Year Built**: 1994; Phase 2 1994; Phase 3 2005
- 136,460 sq ft
- Occupants: Adult Detention, Juvenile Detention, Probate Court

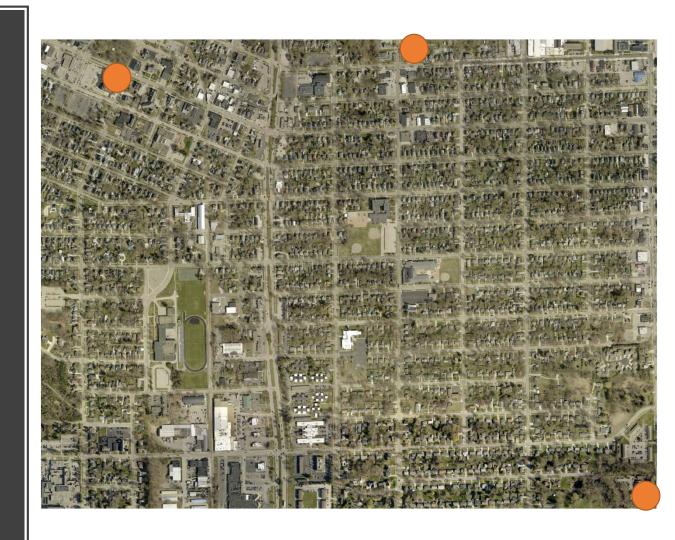


## **Grand Haven Facilities**

(Grand Haven Courthouse, Beechtree St. and Fulton St. Building)

#### Statistics:

- 2 Maintenance Employees
- I Custodian
- Building Maintained: I 32,324 sq fr
- Parking Lots Maintained: 4.9 Acres
- Grounds Maintained: I Acre





## Fulton St. Building

### 1111 Fulton Street, Grand Haven, MI 49417

- Year Built: 1974; Rehab 2004
- 9,989 sq ft
- Occupants: Community Mental Health and Public Defender

- 2023 Projects
  - OSHA Compliant Roof Resurfacing

### **Grand Haven Courthouse**

#### 414 Washington Street, Grand Haven, MI 49417

- **Year Built:** 2009
- 120,135 sq ft
- .6 Acres Grounds
- 3.3 Acres Parking Lot
- Occupants: 58th District Court, 20th Circuit Court, Probate Court, County Clerk, Friend of Court, Prosecuting Attorney, Adult Probation
- 2022 Projects
  - Replace 3<sup>rd</sup> floor main hallway carpet
     Boiler Stack Replacement
- 2023 Projects
  - Garden level main hallway carpet
  - Prosecutor's Remodel

  - Repave Parking LotVarious HVAC Controls Upgrades



# Other Ottawa County Buildings

(Hudsonville District Court and Holland District Court)

#### Statistics:

- I Maintenance Employee
- I Custodian
- Building Maintained: 98,475 sq ft
- Parking Lots Maintained: 1.7
   Acres
- Grounds Maintained: 13.2 Acres



### **Hudsonville District Court**

#### 3100 Port Sheldon Road, Hudsonville, MI 49426

- **Year Built:** 1977; addition 2005
- 34,380 sq ft
- 13.24 Acres Grounds
- 1.7 Acres Parking Lot
- Occupants: 58<sup>th</sup> District Court, 20<sup>th</sup> Circuit Court, Probate Court, CMH, Public Health, Adult Probation, County Clerk
- 2022 Projects
  - Flooring and Paint in Court
- 2023 Projects
  - Bathroom Renovation





### **Holland District** Court

#### 85 W. Eight Street, Holland, MI 49423

- Year Built: 2005
- 58,748 sq ft
- Occupants: 58th District Court, 20th Circuit Court, Probate Court, Prosecuting Attorney, Friend of Court, Adult Probation
- 2022 Projects Staff Courtyard
- 2023 Projects
  - Resolve water infiltration
  - Replace flooring in fitness room
  - Various HVAC Upgrades (RTUs AHUs)
  - Replace Fire Alarm Panel



### LOOKING FORWARD INTO 2024

- Completing the Family Justice Center
- Mental Health Pod at Ottawa County Jail
- Equalization Remodel
- Exterior Signage Update
- HVAC Updates at Various Buildings
- Flooring Replacement at Various Buildings
- Continue to Update Compliance Measures
- Continuing to align the department with industry best practices

Questions?



|                        | Action request         |
|------------------------|------------------------|
| Committee:             | Board of Commissioners |
| Meeting Date           | : 02/16/2023           |
| Requesting Department: | Admin                  |
| Submitted By           | : John Gibbs           |
| Agenda<br>Item:        | Online Comment Policy  |

#### **Suggested Motion:**

To direct the County Administrator to work with Corporate Counsel to develop a Public Comment Policy to submit to the Rules Committee.

#### Summary of Request:

In late 2021, the County chose to allow individuals to submit comments online via the County website. These Online Comments are distinct from Public Comments, in that Online Comments are not tied to a particular meeting. As such, the manner in which Online Comments may be made public is different than that of standard Public Comments given at meetings. This request is to review the Online Comment Policy and forward it to the Board of Commissioners for review and final approval.

| Financial Information:                |                                 |                              |                                |                 |           |          |
|---------------------------------------|---------------------------------|------------------------------|--------------------------------|-----------------|-----------|----------|
| Total Cost: \$0.00                    | General Fund<br>Cost:           | \$0.00                       | Included in Budget:            | ☐ Yes           | ☐ No      | ✓ N/A    |
| If not included in budget,            | recommended funding             | source:                      |                                |                 |           |          |
| Action is Related to an A             |                                 | Mandated                     | ☐ Non-Mandated                 |                 | ✓ New     | Activity |
| Goal: Goal 3: To Maintain and Enh     | ance Communication with Citizer | s, Employees, and Other St   | akeholders.                    |                 |           |          |
| Objective: Goal 3, Objective 1:       | Regularly review and update com | munication strategies that g | uide the work of the County in | this goal area. |           |          |
| Administration: County Administrator: | Recommend                       | ed Not F                     | Recommended                    | ]Without F      | Recomme   | endation |
| Committee/Governing/Ad                | lvisory Board Approval          | Date: 02/07/2023             | Finance and A                  | Administration  | Committee |          |

|                                 | Committee:      | Board of Commissioners  |
|---------------------------------|-----------------|---|
|                                 | Meeting Date    | : 02/16/2023  |
| Ottawa County Where You Belling | Requesting      | Admin   |
|                                 | Department:     | Admin   |
|                                 | Submitted By    | /: John Gibbs   |
|                                 | Agenda<br>Item: | Schedule Work Session to Review By-Laws and Ordinances of All Committees and Boards |

#### Suggested Motion:

To schedule a Work Session to review, and if needed, update, By-Laws and Ordinances for all committees and boards.

#### Summary of Request:

To ensure that By-Laws and Ordinances for all committees and boards are current, it is necessary to schedule a Work Session to review, and if needed, update them.

| Financial Information:                    |                         |                     |                        |                       |                 |            |          |
|---|-------------------------|---------------------|------------------------|-----------------------|-----------------|------------|----------|
| Total Cost: \$0.00                        | General Fun<br>Cost:    | <sup>d</sup> \$0.00 |                        | Included in Budget:   | Yes             | ☐ No       | ✓ N/A    |
| If not included in budget, recom          | mended fundin           | ng source:          |                        |                       |                 |            |          |
|   |                         |                     |                        |                       |                 |            |          |
| Action is Related to an Activity          | y Which Is:             | Manda               | ted                    | Non-Mandated          |                 | ✓ New      | Activity |
| Action is Related to Strategic            | Plan:                   |                     |                        |                       |                 |            |          |
| Goal: Goal 3: To Maintain and Enhance Con | nmunication with Citize | ens, Employees, a   | nd Other Stakeholde    | rs.                   |                 |            |          |
|   |                         |                     |                        |                       |                 |            |          |
|   |                         |                     |                        |                       |                 |            |          |
| 01: 1: 0 10 01: 1: 4 5 11                 |                         |                     |                        |                       |                 |            |          |
| Objective: Goal 3, Objective 1: Regularly | review and update col   | mmunication strat   | egies that guide the v | vork of the County in | tnis goai area. | -          |          |
|   |                         |                     |                        |                       |                 |            |          |
|   |                         |                     |                        |                       |                 |            |          |
| Administration:                           | 7 ✓ Recommend           | ded                 | Not Recomm             | mended [              | Without F       | Recomme    | endation |
| Administration: County Administrator:     | , recomment             | aca                 |                        | nonded                | JVVIIIOGET      | 1000111111 | madion   |
| Committee/Governing/Advisory              | Board Approva           | al Date: 02/07      | 7/2023                 | Planning and          | Policy Commi    | ttee       |          |



| Committee:             | Board of Commissioners   |
|------------------------|--|
| Meeting Date           | : 02/16/2023   |
| Requesting Department: | Fiscal Services  |
| Submitted By           | :Karen Karasinski  |
| Agenda<br>Item:        | Accounts Payable for January 2, 2023 through January 26, 2023. |

#### **Suggested Motion:**

To approve the general claims in the amount of \$26,311,053.93 as presented by the summary report for January 2, 2023 through January 26, 2023.

#### Summary of Request:

The summary of claims by fund is submitted to the Board for ratification in compliance with County Policy titled Authorization of Funds and Timing of Disbursement.

To assure prompt payment of invoices and financial integrity of the County, the Treasurer is authorized to release payment of County funds prior to approval of the Board of Commissioners. Provided said list of disbursements will first be certified by the Fiscal Services Director or designee prior to submission to the County Treasurer for processing.

The Board, at all times, retains the right to review the supporting invoices and detail of all claims.

Historically, a list was ratified twice a month, at each Board meeting. The time period presented today is for four weeks and is therefore significantly higher the previous amounts.

| Financial Information:                          |   |                          |                      |               |           |          |
|---|---|--------------------------|----------------------|---------------|-----------|----------|
| Total Cost: \$26,311,053.93                     | General Fund \$4,285,350.69 Included in Budget: |                          |                      | Yes No No     |           |          |
| If not included in budget, recomme              | ended funding source                            | :                        |                      | •             | •         |          |
|   |   |                          |                      |               |           |          |
| Action is Related to an Activity W              | <b>/hich ls:</b> ✓ Mai                          | ndated                   | Non-Mandated         |               | New       | Activity |
| Action is Related to Strategic Pla              | ın:   |                          |                      |               |           |          |
| Goal: Goal 1: To Maintain and Improve the Stron | g Financial Position of the Cou                 | nty.                     |                      |               |           |          |
|   |   |                          |                      |               |           |          |
|   |   |                          |                      |               |           |          |
|   |   |                          |                      |               |           |          |
| Objective: Goal 1, Objective 1: Maintain and in | mprove current processes and                    | implement new strategies | to retain a balanced | budget.       |           |          |
|   |   |                          |                      |               |           |          |
|   |   |                          |                      |               |           |          |
| Adada tata ta                                   | 15  |                          |                      | 1,,,,,,       |           | 1. 11    |
| Administration:                                 | Recommended                                     | ∐Not Recomr              | mended <u></u>       | ]Without F    | Recomme   | endation |
| County Administrator:                           |   |                          |                      |               |           |          |
| Committee/Governing/Advisory Bo                 | pard Approval Date: 02                          | 2/07/2023                | Finance and A        | dministration | Committee |          |

#### Total CHECKS | EFTs | WIRES



Dates:

January 2, 2023

to

January 26, 2023

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:

\$26,311,053.93

| Ψ20,511,000.90                               |                         |  |  |  |
|--|-------------------------|--|--|--|
| 2,486 INVOICES                               | 26,311,053.93           |  |  |  |
| Karen Karasinski<br>Fiscal Services Director | 1/27/23<br>Date         |  |  |  |
| We hereby certify that the Board of          |                         |  |  |  |
| the claims on Thursday, February 16          | , 2023                  |  |  |  |
|  |                         |  |  |  |
| Joe Moss, Chairperson                        | Justin Roebuck          |  |  |  |
| Board of Commissioners                       | Clerk/Register of Deeds |  |  |  |

#### Total CHECKS | EFTs | WIRES



Dates:

January 2, 2023

to

January 26, 2023

Total of all funds:

\$26,311,053.93

| \$13,536.18     | TREASURY FUND                   | 0000 |
|-----------------|---------------------------------|------|
| \$4,285,350.69  | GENERAL FUND                    | 1010 |
| \$0.00          | GENERAL FUND CELL TOWERS        | 1060 |
| \$10,551,990.00 | GENERAL FUND BOARD INITIATIVES  | 1070 |
| \$136,613.46    | PARKS & RECREATION              | 2081 |
| \$15,944.75     | FRIEND OF THE COURT             | 2160 |
| \$106,205.39    | OTHER GOVERNMENTAL GRANTS       | 2180 |
| \$103,621.34    | HEALTH FUND                     | 2210 |
| \$3,115,132.92  | MENTAL HEALTH                   | 2220 |
| \$171,396.49    | COMMUNITY MENTAL HEALTH MILLAGE | 2221 |
| \$254,283.21    | SUBSTANCE USE DISORDER          | 2225 |
| \$0.00          | GENERAL SOLID WASTE CLEAN-UP    | 2271 |
| \$55,861.73     | LANDFILL TIPPING FEES           | 2272 |
| \$0.00          | FARMLAND PRESERVATION           | 2340 |
| \$0.00          | GENERAL FUND INFRASTRUCTURE     | 2444 |
| \$0.00          | HOMESTEAD PROPERTY TAX          | 2550 |
| \$8,170.00      | REGISTER OF DEEDS TECHNOLOGY    | 2560 |
| \$0.00          | GENERAL FUND STABILIZATION      | 2570 |
| \$42,527.10     | OFFICE OF PUBLIC DEFENDER       | 2600 |
| \$64,855.54     | WEMET (SEPARATE ENTITY)         | 2602 |
| \$0.00          | FEDERAL FOREITURE               | 2620 |
| \$33,942.03     | SHERIFF GRANTS & CONTRACTS      | 2630 |
| \$817.26        | CONCEALED PISTOL LICENSING      | 2631 |
| \$0.00          | AMERICAN RESCUE PLAN ACT        | 2860 |
| \$4,341.67      | DEPT OF HEALTH & HUMAN SERVICES | 2901 |
| \$52,936.47     | CHILD CARE FUND                 | 2920 |
| \$0.00          | GENERAL FUND DB/DC CONVERSION   | 2970 |

#### Total CHECKS | EFTs | WIRES



Dates:

January 2, 2023

to

January 26, 2023

Total of all funds:

\$26,311,053.93

| \$0.00         | DEBT SERVICE  | 3010 |
|----------------|---|------|
| \$0.00         | OCBA-DEBT SERVICE FUND                              | 3690 |
| \$497,593.93   | CAPITAL IMPROVEMENT                                 | 4020 |
| \$0.00         | BUILDING AUTHORITY CAPITAL IMPROVEMENT              | 4690 |
| \$2,128.97     | DELINQUENT TAX FUND                                 | 5160 |
| \$257,613.20   | INNOVATION & TECHNOLOGY                             | 6360 |
| \$22,077.00    | DUPLICATING   | 6450 |
| \$57,981.46    | TELECOMMUNICATIONS                                  | 6550 |
| \$16,563.47    | EQUIPMENT POOL                                      | 6641 |
| \$91,441.96    | PROTECTED SELF-FUNDED INSURANCE                     | 6770 |
| \$2,006,949.26 | EMPLOYEE BENEFITS                                   | 6771 |
| \$17,081.96    | PROTECTED SELF-FUNDED UNEMPL INS.                   | 6772 |
| \$0.00         | LONG-TERM DISABILITY INSURANCE                      | 6775 |
| \$0.00         | OTTAWA CNTY-INSURANCE AUTHORITY                     | 6780 |
| \$1,711,544.78 | RETIRMENT BENEFITS                                  | 6810 |
| \$2,022,507.46 | TRUST & AGENCY                                      | 7010 |
| \$1,836.80     | JUVENILE COURT                                      | 7015 |
| \$302,601.75   | IMPREST PAYROLL                                     | 7040 |
| \$0.00         | LIBRARY PENAL FINE                                  | 7210 |
| \$93,860.44    | OPEB TRUST  | 7360 |
| \$187,868.11   | DRAINS (Component Unit)                             | 8010 |
| \$0.00         | DRAINS-CAPITAL (Component Unit)                     | 8011 |
| \$0.00         | DRAINS-REVOLVING (Component Unit)                   | 8020 |
| \$0.00         | DRAINS-DEBT SERVICE (Component Unit)                | 8510 |
| \$0.00         | INLAND LAKE IMPROVEMENT                             | 8725 |
| \$3,877.15     | BROWNFIELD REDEVELOPMENT AUTHORITY (Component Unit) | 8800 |

Electronic Submission – Contract # 1820



Committee: BOARD OF COMMISSIONERS

Meeting Date: 2/16/2023 Vendor/3<sup>rd</sup> Party: MDARD

Requesting Department: PUBLIC HEALTH

**Submitted By: KRIS CONRAD** 

Agenda Item: CLEAN SWEEP GRANT AGREEMENT FROM MDARD

#### **Suggested Motion:**

To approve the Clean Sweep Grant application from the Michigan Department of Agriculture and Rural Development (MDARD).

#### Summary of Request:

Clean Sweep reimburses for the disposal cost, transportation, and labor-related cost to dispose of Pesticides. This reduces the cost of the household hazardous waste portion of the services provided at the Environmental Sustainability Centers See Kim Wolters for more information

| TIAL | ١.   |
|------|------|
| uvi  |      |
| l    | tior |

Total Cost: \$28,000.00 | General Fund Cost: \$0.00 | Included in Budget: Yes

If not included in Budget, recommended funding source:

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

Action is Related to Strategic Plan:

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

Administration:

Recommended by County Administrator: 2/2/2023 4:52:47 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 2/7/2023

### Michigan Agriculture Environmental Assurance Program Clean Sweep Program

#### **Grant Agreement**

#### Between

Michigan Department of Agriculture and Rural Development and

**County of Ottawa, Board of Commissioners** 

October 1, 2022 – September 30, 2023

### Michigan Department of Agriculture and Rural Development Michigan Agriculture Environmental Assurance Program Clean Sweep Program

By authority granted under Act No. 166 of the Public Acts of 2022, the Michigan Department of Agriculture and Rural Development, (hereinafter the "Grantor") hereby agrees to provide the County of Ottawa, Board of Commissioners (hereinafter, the "Grantee") with grant assistance subject to the terms and conditions, and limitations as set forth herein.

The maximum amount of grant assistance hereby offered is \$28,000.00.

The grant shall be effective from October 1, 2022 through September 30, 2023.

If the project is not completed in the initial period, a grant extension may be considered by the Grantor. Approval of an extension is not guaranteed and is dependent on the Grantee's compliance with the enclosed Terms and Conditions. If the Grantee requires an extension, the Grantee should contact the Grant Administrator as soon as it is evident an extension is needed. Any request for extension must be made to the Grant Administrator in writing before the expiration of the grant.

Funds will be made available for this program in accordance with the attached Terms and Conditions.

This grant is valid contingent upon the availability of funds. If the Grantor's funds are reduced by the Legislature as part of a budget reduction or reduced for any other reason, this grant may be reduced or canceled.

This grant does not commit the State of Michigan or the Department of Agriculture and Rural Development to approve requests for additional funds not contained in this grant.

Grantee accepts the grant and agrees that the funds made available through the grant will be used only as set forth herein.

E-SIGNED by Kimberly Wolters on 2023-01-19 14:49:37 EST

Kimberly Wolters, Environmental Health Supervisor County of Ottawa, Board of Commissioners

E-SIGNED by Chad Rogers on 2023-01-26 15:41:25 EST

James Johnson, Director Environmental Stewardship Division Service Agreement between Michigan Dept of Agriculture and Rural Development And The Ottawa County Department of Public Health January 2023

| SIGNATURE PAGE:                          |      |   |
|--|------|---|
| COUNTY OF OTTAWA                         |      |   |
|  |      |   |
| By:                                      |      |   |
| Joe Moss, Chairperson                    | Date |   |
| Board of Commissioners                   |      |   |
|  |      |   |
|  |      |   |
| By:                                      |      |   |
| Justin F. Roebuck, County Clerk/Register | Date | 3 |

### Michigan Department of Agriculture and Rural Development Grant Agreement

TITLE:

Michigan Agriculture Environmental Assurance

Program (MAEAP) Clean Sweep Program

**GRANTEE/ADDRESS:** 

Kim Wolters

County of Ottawa, Board of Commissioners

12251 James Street, Suite 200 Holland, Michigan 49424 Phone: 616-494-5569

E-mail: kwolters@miottawa.org

GRANT ADMINISTRATOR/

ADDRESS:

Abigail Eaton

Michigan Department of Agriculture &

Rural Development

**Environmental Stewardship Division** 

P.O. Box 30017

Lansing, Michigan 48909 Phone: 517-284-5612

E-mail: eatona@michigan.gov

TOTAL AUTHORIZED

BUDGET:

\$28,000.00

**GRANT NUMBER:** 

23000000198

#### I. GENERAL TERMS AND CONDITIONS

#### A. Record Retention

Grantee shall retain all financial reports, supporting documents and statistical records for a period of three years after the close of the grant. Grantee shall also require all subcontractors retained for the performance of this grant to retain all financial reports, supporting documents and statistical records for a period of three years after the close of the grant. The retention period starts from the date of receipt of the Final Report by the Grant Administrator. Examples of documents to be retained might include but are not limited to: original and/or electronic invoices, billings, packing slips, reports, checking account statements, accounts payable records, contracts and sub-contracts.

#### B. Procurement

The Grantee agrees that all procurement transactions involving the use of funds from this grant shall be conducted in a manner that provides maximum open and free competition.

#### C. Grant Changes

The Grantee must obtain prior written approval for program changes from the Grant Administrator. Grant changes include:

- 1. Changes in substance in the program activities.
- 2. Additions or deletions in the project work plan or location.
- 3. Any single or cumulative change in the budget of 20% or more of the grant amount.

#### D. Regulation Compliance

The Grantee and Grantee's contractors and subcontractors are responsible for compliance with all federal and state laws and municipal ordinances and regulations that in any manner affect the work or performance of this grant and shall at all times carefully observe and comply with all rules, ordinances and regulations.

#### E. Non-Discrimination Clause

In the performance of this grant, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract entered into for the performance of this Grant Agreement will contain a provision requiring non-discrimination in employment, as herein specified, that is binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, et seq. Any breach of this

covenant may be regarded as default under Section J and grounds for cancelling the Grant Agreement.

#### F. Unfair Labor Practices

Pursuant to Act No. 278 of the Public Acts of 1980, as amended, MCL 423.321 *et seq.*, the State of Michigan (the State) shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to MCL 423.322.

Grantee shall not enter into a contract for the performance of this grant with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to MCL 423.324, the Grantor may void this Agreement if, subsequent to entering this Agreement, the name of the Grantor or the name of any of Grantor's subcontractors, manufacturers or suppliers appears in the register.

#### G. Liability Insurance

The Grantee shall provide and maintain insurance in an amount sufficient to protect from claims that may arise out of or result from the Grantee's operations under this grant, or for anyone whose acts they are legally liable.

#### H. Indemnification

Each party to this Grant Agreement must seek its own legal representation and bear its own costs in any litigation that may arise from performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation and that each party shall be responsible for any judgments entered against it.

#### I. Conflict of Interest

No member of the legislative, judicial, or executive branch of state or federal governments or any local unit of government official shall personally benefit from this Grant Agreement. No member of the Grantee's Board of Directors, its employees, partner agencies or their families shall have any personal benefit from this Grant Agreement.

#### J. Cancellation

This Grant Agreement may be canceled by 30 day written notice by either party. If canceled, Grantee must provide a Final Report and invoice within 30 days of cancellation.

Cancellation or reduction of the grant by the Grantor may be for default by the Grantee, lack of further need for the service at the location named in the contract, or conviction of criminal offense(s) as set forth below.

Default is defined as the failure of the Grantee to fulfill the obligations of the Grant Agreement. In case of default by the Grantee, the Grantor may cancel the Grant Agreement immediately and all unused grant funds must be returned by

the Grantee immediately. All disallowed costs and overpayments shall also be returned by the Grantee within 30 days of cancellation.

In the event the Grantor no longer needs the service specified in the grant due to department changes, changes in laws, rules or regulations, relocation of offices, or no longer has appropriations to fund the grant, the Grantor may cancel or reduce the grant by giving the Grantee written notice of such cancellation or reduction 30 days prior to the date of cancellation or reduction. All costs incurred by the Grantee between the grant cancellation or reduction notice and the cancellation or reduction date, with the exception of previously budgeted personnel costs and non-cancelable obligations, must be approved by the Grant Administrator prior to their incurrence. No costs shall be allowed after the grant has been cancelled.

The Grantor may immediately cancel the grant without further liability to the State, its departments, agencies and employees if the Grantee, an officer of the Grantee, or an owner of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement; theft; forgery; bribery; falsification or destruction of records; receiving stolen property; attempting to influence a public employee to breach the ethical conduct standards for State employees; violation of a state or federal antitrust statute; or any other criminal offense which in the sole discretion of the Grantor, reflects on the Grantee's business integrity.

#### K. Electronic Funds Transfer

In accordance with Act No. 207 of the Public Acts of 2004, payments under this Grant Agreement must be processed by electronic funds transfer (EFT). Grantees are required to register to receive payments by EFT at the SIGMA website https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService.

#### L. Freedom of Information

This is a grant from public funds and records associated with it are subject to disclosure under Michigan's Freedom of Information Act.

#### II. SPECIAL TERMS AND CONDITIONS

#### A. Statement of Purpose

The purpose of this grant is to provide funding support for pesticide collection and disposal.

#### **B.** Statement of Work

The Grantee shall accept pesticides from any end-user of pesticides that resides in the State of Michigan.

- 1. End-users of pesticides shall not be charged for disposal costs for those billed to this grant.
- 2. User fees, when charged, shall be charged uniformly without regard to the residence of the end user or the amount of pesticide presented for disposal.
- 3. End-users of pesticides shall enjoy equal access to the Grantee's pesticide collection program and facility without regard to the residence of the end-user.
- 4. Agribusinesses may present pesticides for disposal with advanced approval from the Grantee and the Grantor. The business must submit a detailed inventory listing amounts of pesticides collected by EPA Registration Number, weight, and volume.
- 5. The Grantee is responsible for reporting the weight of pesticides and the tare weight of barrels, flex bins, packaging, and other containers and materials used to package pesticides for disposal. The Grantee will clarify in the contract with their disposal vendors to collect this information, as necessary.

#### C. Budget

This is a cost reimbursement grant funded with state restricted funds from the Freshwater Protection Fund. Costs may include:

- Pesticide disposal (reimbursement not to exceed \$1.65 per pound)
- Waste hauler fees
- On-site vendor handling and labor costs
- Packaging materials
- Transportation costs
- HAZWOPER 24 hour or 8 hour training registration fee only, for up to two employees

The budget may not exceed \$28,000.00.

#### D. Payment Schedule

Payments will be made available upon receipt of reports as defined in Section II.F.

Grantee will be reimbursed for the disposal costs of pesticides and associated expenses, up to the amount supported on disposal vendor invoices.

#### E. Audit

The project will be subject to audit by the state who may review the adequacy of the financial management/reporting system during, or at any time subsequent to, the award.

#### F. Reporting

The Grantee shall submit program data and requests for reimbursement to <u>MDA-ESD-Grants@michigan.gov</u> with a copy to the program manager at EatonA@michigan.gov.

- 1. Requests for reimbursement are due quarterly:
  - January 7, 2023
  - April 7, 2023
  - July 7, 2023
  - October 5, 2023

Requests may be submitted more frequently as collection events occur.

If there is no program activity to report for a quarter, the Grantee must notify the Grantor via MDA-ESD-Grants@michigan.gov and EatonA@michigan.gov.

The final billing must be submitted no later than October 5, 2023. If a vendor invoice(s) for final collection is not yet available, an estimate of final costs, based on pounds collected, must be submitted by this date.

- 2. Each request for reimbursement shall include:
  - a. MDARD Clean Sweep Request for Reimbursement Form itemizing reimbursement for each collection site.
  - b. Itemized vendor invoices with pesticide line items clearly identified. The vendor invoices shall summarize the total tare weight of pesticides collected and the weight of containers and packaging used by the vendor to dispose of pesticides.
  - c. A summary of the types and amounts of pesticides collected by EPA Registration Number, weight, and volume if collecting from a business.
  - d. Hazardous waste transportation manifest.

Electronic Submission - Contract # 1822



Committee: BOARD OF COMMISSIONERS

Meeting Date: 2/16/2023

Vendor/3rd Party: NATIVE EDGE

Requesting Department: DEPARTMENT OF STRATEGIC IMPACT

Submitted By: PAUL SACHS

Agenda Item: NATIVE LANDSCAPE DESIGN AND SERVICES

#### Suggested Motion:

To approve the Agreement with Native Edge LLC for professional design, implementation and maintenance services to Ottawa County for the native landscape design and services project at a total cost of \$95,000.

#### Summary of Request:

A significant amount of groundwater is consumed to maintain traditional turf-style landscapes by residents and businesses on wells. Due to strains on Ottawa County's Marshall Sandstone aquifer, the Department of Strategic Impact (DSI) is working to promote landscaping alternatives that require little supplemental watering and maintenance to help relieve stress on the aquifer system. As part of this initiative, the County has decided to lead by example to transform the turf grass environment on select County-owned facilities to water-conscious landscapes. By taking the initiative to move away from traditional turf lawns, the County hopes to bring more awareness to the groundwater issue and encourage business and residents to follow suit. Educational outreach and interpretive signage will also be utilized throughout the development of this project to teach visitors how to incorporate turf alternative landscaping into their own outdoor spaces, as well as to promote its many benefits. The various landscapes will be publicly accessible and promoted as demonstration sites featuring educational signage. The Department of Strategic Impact, has evaluated several experienced and qualified vendors through the RFP process to design and implement a landscaping plan at the Fillmore Administration and Hudsonville Courthouse Campuses, and has found Native Edge, LLC. to be the most qualified and fitting for the project scope. It is expected that Native Edge would be responsible for creating a professional landscape design for both campuses, implementing plantings, hardscapes, and signage, and further maintaining the project for one year after planting. By showcasing the process for transforming turf into various alternative landscaping techniques, visitors to the County's campus may feel more informed and thus inclined to adopt similar techniques to help alleviate the pressures on the aquifer system.

Additional benefits will include County savings on watering, mowing, and additional maintenance associated with turfgrass care. During the first year after the new landscaping has become established, the project will save an estimated \$16,000 per year in fuel (mowing) and water costs, and save over 5.1 million gallons of water. After 15 years, the accumulated savings of money and water will be more than \$240,000 and over 76.5 million gallons, respectively.

| Financial Information:  |                           |                         |  |  |
|-------------------------|---------------------------|-------------------------|--|--|
| Total Cost: \$95,000.00 | General Fund Cost: \$0.00 | Included in Budget: Yes |  |  |

If not included in Budget, recommended funding source:

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

Action is Related to Strategic Plan:

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

Administration:

Recommended by County Administrator: 2/2/2023 4:52:54 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 2/7/2023



#### NATIVE LANDSCAPE DESIGN AND SERVICES

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 Native Edge LLC (hereinafter, "Contractor"), with a principal place of business at PO BOX 140021 Grand Rapids, MI 49514.

#### IT IS HEREBY AGREED AS FOLLOWS:

- 1. Scope of Work: Contractor agrees to provide the "Services" which as detailed in Exhibit A. It shall be the responsibility of the Contractor to employ and assign to the project adequate personnel and equipment required to undertake and complete the work in a diligent, timely and orderly manner.
- Compensation: In consideration for the services to be performed by the Contractor, the County agrees to pay Contractor the compensation set forth on Exhibit A. Payment to the Contractor for services will be under the County's terms of Net 30. Any change in pricing must be communicated in written form thirty (30) days in advance.
- 3. Contract Documents: The following documents are the entire agreement between the Contractor 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 attached exhibits)
  - b) All Provisions required by law to be inserted in this contract whether inserted or not.

#### 4. Performance

- a) Contractor shall perform the work as required by and in accordance with the schedule of time requirements set forth in Exhibit A.
- b) Failure to complete services as required shall constitute breach of this Contract.
- c) Contractor shall have not more than thirty (30) calendar days to cure a breach of this Contract (the "Cure Period"). Failure to cure a breach of this Contract within said Cure Period shall allow the County to, without further notice to the Contractor, declare this Contract terminated and proceed with the replacement of the Contractor and the County shall be entitled to all remedies available to it at law or in equity.
- d) If Contractor defaults on the contract, after the designated Cure Period, the County may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate the resulting contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend contractor from receiving future solicitations.

 Terms of Contract: The contract shall commence when signed by both parties and unless terminated earlier in accordance with the terms of this Contract, this Contract period will cover from start to completion of the proposed project on Exhibit A.

County's obligations are limited to payment for the goods and/or services described herein and despite any other provision to the contrary in any other agreement, signed or not, the County may terminate any term, a hold over or any renewal term at its will. This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party

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

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

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

- 8. Materials: Contractor will furnish all materials, equipment and supplies used to provide the services required by this Contract.
- 9. Background Checks: (as required by the Facility) Contractor employees are subject to background checks to ensure, at a minimum, that no employee has a felony or domestic violence or other bar-able conviction(s). The background checks for Contractor employees will be conducted by the County prior to the commencement of any on-site work.
- 10. Compliance with Laws, Ordinances, and Regulations and Procurement of Permits:
  - a) This Contract is governed by the laws of the State of Michigan.
  - b) The Contractor shall at all times comply with all local, state and federal laws, rules and regulations applicable to this Contract and the work to be done herewith.

- c) The Contractor shall obtain, and pay thereof, all permits required by any agency or authority having jurisdiction over the work. The Contractor shall provide a copy of any permit to the County within 3 business days of the County's request.
- 11. Exclusive Contract: This Contract, including exhibits attached hereto, a County Purchase Order, if applicable, is the entire Agreement between Contractor and the County for the services as detailed in Exhibit A.
- 12. Modifying the Agreement: This Agreement may be modified only by a writing signed by both parties.
- 13. Record Keeping: The Contractor shall keep all records related to this Contract for the term of the Contract and three (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 Contractor'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 Contractor'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, Contractor and County agree to act immediately to resolve any such disputes. The Contractor 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 Contractor as a result of such failure to proceed shall be borne by the Contractor and the Contractor 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 Contractor 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.

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.

15. Jurisdiction and Venue: The parties' consent to the exercise of general personal jurisdiction over it by the Ottawa Court Circuit Court. Any action on a controversy that arises under or in association with this 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.
- 16. Liability and Insurance: Contractor agrees to hold harmless the County from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Contract, including any liability resulting from intentional or reckless or negligent acts or the acts of the employees or agents of Contractor. If specific insurance is required, such insurance shall be set forth in the attached Exhibit C.
- 17. Relationship of Parties: The Contractor is an independent contractor and is not an agent or employee of the County for any purpose including, but not limited to, the ability to bind the County and all labor or employee related matters such as tax withholding/reporting, employee wages or benefits, or workers compensation. This Contract is not intended to create any joint venture or partnership of any kind. The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
- 18. Subcontracts: Contractor may not assign or subcontract any rights or obligations under this agreement without the County's prior written approval.
- 19. Governmental Immunity: 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.
- 20. Safety: The Contractor shall at all times observe and comply with all federal, state, local and County facility laws, ordinances, rules and regulations that may in any manner affect the safety and the conduct of the work. The Contractor shall hold the County harmless against any claim or liability arising from the violation of any such provisions.
- 21. Absence of Waiver: The failure of either party to insist on the performance of any of the terms and conditions of this Contract, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if such forbearance or waiver had occurred.

### 22. Notices:

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

If to the Contractor: Native Edge LLC

ATTN: Wesley Landon

PO BOX 140021

Grand Rapids, MI, 49514

Email: wes@nativedgeco.com

If to Ottawa County: Ottawa County Department of Strategic Impact

12220 Fillmore St. West Olive, MI 49460

Email: kvosburg@miottawa.org

- 23. 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.
- 24. 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.
- 25. 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.
- 26. Availability of Funds: Each payment obligation of the County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services performed herein, either party may terminate this Agreement at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time of the services that will or may be affected by the shortage of funds

### 27. 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) 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.
- d) Anticipatory Breach: If the Contractor, 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.

# NATIVE LANDSCAPE DESIGN AND SERVICES

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

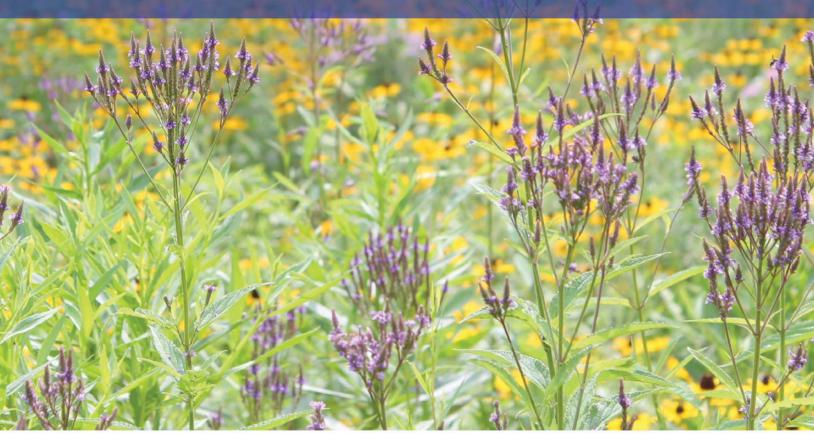
# **COUNTY OF OTTAWA**

| Ву:   |         |
|---|---------|
| Joe Moss, Chairperson<br>Board of Commissioners                     | Date    |
| Зу:   |         |
| Justin F. Roebuck,<br>County Clerk/Register                         | Date    |
| NATIVE EDGE LLC   |         |
| Wes Landon Digitally signed by Wes Landon Date: 2023.01.30 08:34:28 | 1/30/23 |
| By:   | Date    |

# **EXHIBIT A**

# OTTAWA COUNTY NATIVE LANDSCAPE DESIGN AND SERVICES

**PROPOSAL** 



# **SUBMITTED TO:**

# **Ottawa County**

Attn: Steven Holden 12220 Fillmore St, West Olive, MI 49460

# SUBMITTED BY

Native Edge, LLC PO Box 140021 Grand Rapids, Michigan 49514 (616) 717-0656 December 13, 2022



# RFP 22-21 Native Landscape Design and Services

### ATTACHMENT A - COVER SHEET FOR PROPOSAL

Proposals must include this cover sheet (or this sheet reproduced on company letterhead) as PAGE 1 of the response. Vendors may complete all required attachments as a stand-alone response (fillable form .pdf document, written or typed).

| an individual, 💽     | Z a corporation (please mar | rk appropriate box), duly organized under the |
|----------------------|-----------------------------|---|
| laws of the State of | Michigan                    | _:  |

The undersigned, having carefully read and considered the services as described within the RFP, does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached proposal, including, by reference here, the County's RFP document.

NO CONFLICT(S) OF INTEREST: By submission of a proposal, vendor agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of the vendor's services, or (2) benefit from an award resulting in a "Conflict of Interest," including holding or retaining membership or employment on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the County.

MICHIGAN ECONOMIC SANCTIONS ACT, 2012 ("IRAN-LINKED BUSINESS"): By submission of a proposal, vendor certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as defined in the Michigan Economic Sanctions Act, 2012 P.A. 517.

<u>DEBARMENT AND SUSPENSION</u>: By submission of a proposal, the undersigned certifies to the best of his/her knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

CERTIFICATION OF INSURANCE AND INDEMNITY REQUIREMENTS: By submission of a proposal, the undersigned certifies and represents an understanding of the County's Insurance and Indemnification requirements as defined within the Master Services Agreement. Potential vendors must understand and agree that fiscal responsibility for claims or damages to any person or to companies and agents shall rest with the vendor.

The vendor must affect and maintain any and all insurance coverage, including, but not limited to, Worker's Compensation, Employer's Liability and General, Contractual and Professional Liability, to support such financial obligations. A certificate of insurance detailing insurance coverages may be



# RFP 22-21 Native Landscape Design and Services

requested. The certificate must indicate that insurers will provide to the County written notice thirty (30) days prior to terminating any insurance policy.

The undersigned affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the vendor has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

| Company Name: Native Edge, LLC  |          |
|---|----------|
| Contact Name and Title: Wes Landon, Owner   |          |
| Mailing Address: PO Box 140021  |          |
|   |          |
| City, State and Zip Code: Grand Rapids, MI 49514  |          |
| Phone Number: (616) 717-0656 Fax Number:  |          |
| Email Address: wesley@nativedgeco.com   |          |
| Website: nativedgeco.com  |          |
| Federal Employer Identification Number: 81-0805099  |          |
|   |          |
| The submission of a proposal hereunder shall be considered eviden satisfied with respect to the conditions to be encountered and the character of the work to be performed. |          |
| BY:   | 12/12/22 |
| Signature of Authorized Representative)   | Date     |
| Wes Landon, Owner   |          |
| Printed Name and Title of Authorized Representative)  |          |



# RFP 22-21 Native Landscape Design and Services

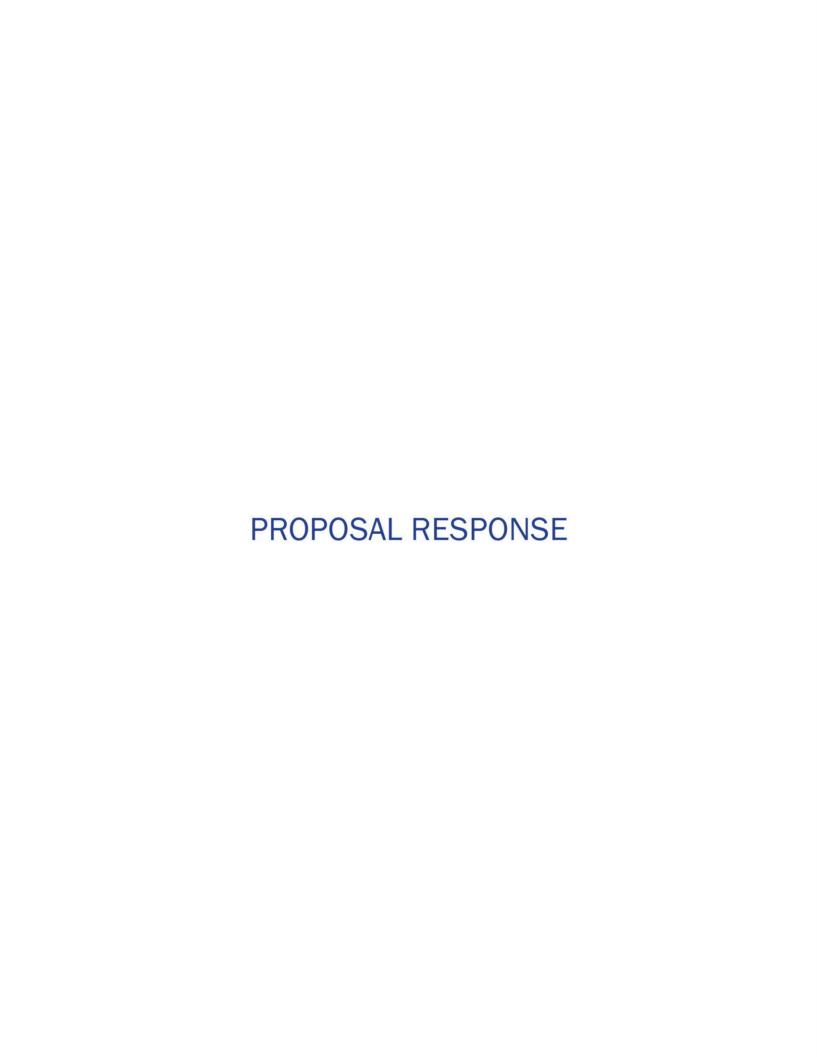
# ATTACHMENT B - VENDOR REFERENCES

Provide (3) three references from projects or services provided that are similar in size and/or scope, preferably from other governmental/municipal, and/or other community-based organizations. By providing the references below, Vendor authorizes any person contacted to give the County any and all information concerning work experience or performance and releases all parties from all liability for any damage that may result from furnishing the same to the County. Please do NOT include Ottawa County as a reference.

| Reference 1            |   |                      |            |  |  |  |  |
|------------------------|---|----------------------|------------|--|--|--|--|
| Customer Name          | Johnson Controls  | Contact<br>Person    | Dirk Start |  |  |  |  |
| Contact Number         | (616) 240-8860  | dirk.j.start@jci.com |            |  |  |  |  |
| Project<br>Description | Native Edge was hired by Johnson Controls to develop a xeriscaping master plan for Henry Ford College in Dearborn, MI. The goal was to reduce water use on campus by 60%, and we did so by targeting irrigated turf grass areas. After the master plan was completed, Native Edge implemented native gardens (over 7,000 live plants) and 12 acres of native seed/prairie. Please note that we can also provide a reference directly from Henry Ford College upon request |                      |            |  |  |  |  |

| Reference 2            |   |                               |  |  |  |  |  |
|------------------------|---|-------------------------------|--|--|--|--|--|
| Customer Name          | GEI Consultants   | El Consultants Contact Person |  |  |  |  |  |
| Contact Number         | (906) 869-8972  | gmeister@geiconsultants.com   |  |  |  |  |  |
| Project<br>Description | Native Edge has partnered with GEI on many projects over the past seven years, providing native landscape design and implementation services as required. Most recently, we worked with GEI and the City of Marquette to develop a native landscape plan for two newly constructed pedestrian piers near downtown Marquette, and provide oversight and installation of native perennials, shrubs and trees in the fall of 2022. |                               |  |  |  |  |  |

| Reference 3            |   |                   |             |  |  |  |  |  |
|------------------------|---|-------------------|-------------|--|--|--|--|--|
| Customer Name          | Blandford Nature Center   | Contact<br>Person | Julie Batty |  |  |  |  |  |
| Contact Number         | (616) 540-8191 Contact Email julie@blandfordnaturecen   |                   |             |  |  |  |  |  |
| Project<br>Description | Native Edge created a native landscape master plan for the Blandford Nature Center and helped with the oversight and implementation of the native gardens. The mater pla helped to add native plants and ecological function to the nature center grounds, and also helped to define space and buffer conflict areas, such as active play areas and parking lots. |                   |             |  |  |  |  |  |



December 13, 2022



Steven Holden 12220 Fillmore St, West Olive, MI 49460

# RE: Ottawa County Native Landscape Design and Services

Dear Mr. Holden,

Native Edge, LLC is pleased to submit our proposal for professional design, implementation and maintenance services to Ottawa County for the native landscape design and services project. This is an incredible project and we are very excited about the prospect of working with the County to help transform their grounds into beautiful, water-smart, native landscapes.

We are a landscape architecture and environmental services firm with a specialization in native landscape design and implementation. We believe that our native design expertise combined with our knowledge and experience installing and maintaining native landscapes is a perfect fit for this project and will ensure the County's vision for this project is properly executed. We specialize in blending the build and natural environments, and we see great potential for these County-owned properties becoming regional destinations for people of all ages looking to connect with nature and learn about native landscaping.

We look forward to providing professional design, implementation, and maintenance services to Ottawa County on this project. Please feel free to contact me, Native Edge owner and principal in charge, using the contact information listed below should you need any additional information or have questions regarding our proposal.

Sincerely,

Wesley K./Landon, ASLA

Principal in Charge, Native Edge, LLC

PO Box 140021

Grand Rapids, Michigan 49514

wesley@nativedgeco.com

(616) 717-0656

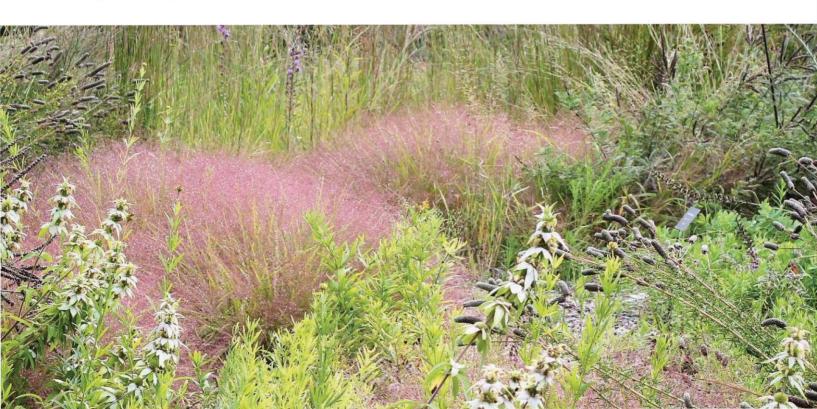
# COMPANY HISTORY AND EXPERIENCE

# **About Us**

Founded in 2015, Native Edge is a landscape architecture and environmental services firm specializing in native landscape design and implementation. Located in Grand Rapids, Michigan, and serving the entire state of Michigan and beyond, our goal is to blend the principals of landscape architecture and environmental science to create resilient, enriching landscapes for both people and nature. We strive to only use plant material native to the regional area to support local flora and fauna, restore historic habitats, reduce resource consumption, promote human and ecosystem health, and add natural beauty to our local communities.

When Native Edge first started, we were strictly a design and professional services firm, offering landscape architecture and environmental services (wetland delineation, tree surveys, habitat assessments, etc.) to our diverse client base. However, native landscape design is a niche practice and we quickly realized that there were very few contractors who could implement the designs we were creating due to a lack of knowledge and experience. Due to this 'implementation void' we started taking a much more involved role in the implementation and execution of our native landscape designs.

Today, Native Edge offers both design and implementation services to ensure our client's vision can be carefully executed from design through installation and maintenance. Our implementation services include native plant ordering and procurement, native garden installation, native prairie installation, construction oversight, maintenance, and short- and long-term maintenance and monitoring. For all 'heavy construction' services, such as earthwork, grading, hardscaping, utilities, and all other non-planting construction work, we offer construction administration and oversight services to ensure the landscape plans are being executed according to the proposed plans and specifications.



### **Our Team**

Native Edge is owned by licensed landscape architect, Wes Landon, and aquatic biologist Jackie Landon. Together, they use their experience and expertise to create rich landscapes which blur the lines between the built and natural environments.



Wesley K. Landon, ASLA Lead Designer, Principal in Charge

Wesley Landon is a licensed landscape architect and founding principal of Native Edge, LLC. Specializing in native design and place-making, his passion is creating resilient, innovative places which inspire, restore the native environmental fabric of the landscape, and strengthen communities.

He has diverse professional experience – spanning park and open space design, to community visioning and downtown planning – and has strong communication skills which helps him connect with communities and develop deeply meaningful and functional designs.



Jackie M. Landon, MS

Aquatic Biologist, Ecological Designer

Jackie Landon is a professional aquatic biologist/ecological designer with a keen eye for design and sustainability. Jackie uses her in-depth ecological knowledge combined with her field experience to form an innovative, achievable, and scientific foundation upon which all of our projects are created. She is an effective decision-maker, and is able to weave ecological principles into the most challenging design circumstances — often turning constraints into opportunities.

Jackie also specializes in community outreach and engagement, continually developing unique methods to gather community data and achieve consensus around a design, as well as wetland delineations and habitat assessments.

### **Our Crew**

Native Edge hires qualified field crew seasonally to assist us with field work throughout the year. Each season between 5-12 crew members help us create and install native landscapes across the state.

# **Our Clients**

Critical to the success of any project is the integration and inclusion of our clients into the design process and throughout the project. We do these projects for our clients and strive to ensure they are an integral component of the project team. This ensures the goals and vision of the project are achieved to the satisfaction of the client and project stakeholders.

# **Recent Relevant Experience**

Over the past few years, implementation of our native landscape designs has become a major component of our business, with significant experience directly relating to the requirements of this proposal. In addition to native garden installation (using live perennial plantings, shrubs and trees) Native Edge has been focusing on replacing lawn areas with native prairies using seed to maximize the environmental impact in our communities.

Below are some recent projects which relate directly to the needs described in this proposal.

# Henry Ford College Xeriscaping Master Plan

In 2021 Native Edge was hired to create a xeriscaping master plan for Henry Ford College in Dearborn, MI with the primary goal of reducing the landscaping irrigation needs by 60%. Xeriscaping is the practice of using plants which require little to no supplemental irrigation. Our team explained that 'xeriscaping' in Michigan is simply achieved by utilizing the proper native plant communities, and water conservation is one of the many benefits that native plants provide. We created the xeriscaping master plan for the college and our team started the implementation process in the fall of 2022. Native Edge installed seven native gardens, consisting of over 7,000 perennial plugs, and seeded 12 acres of prairie in areas which were previously irrigated turf grass. Our team worked with the college landscape maintenance crew to weed and maintain the gardens and prairie areas in 2022 and will be continuing to consult on this project through 2023 and beyond to ensure long-term success.

# **Founders Pier**

The City of Marquette restored two dilapidated ore docks adjacent to the downtown corridor and re-purposed these docks as pedestrian piers. Native Edge was hired as the landscape architecture consultant to design all landscape components for the two piers, which featured paths, seating, lighting, and a full native plant landscape design, designed to reflect the local natural communities of the Lake Superior lakeshore. In the fall of 2022, the construction of the piers was complete and Native Edge oversaw and directed the installation of the native landscape materials. Our firm will continue to consult on this project, offering guidance and oversight as the plantings mature over the coming years.

# **Blandford Native Gardens**

Blandford Nature Center in Grand Rapids, Michigan sits in a beautiful wooded setting with many valuable natural features. However, there were still many areas which needed work to help enhance the experience and create a safer experience for visitors. Native Edge created a native landscape master plan for the campus which used plants to help define space and buffer conflicting use areas, making the area surrounding the new visitors center more safe, cohesive and attractive. In 2020, Native Edge led the installation of three of the main gardens in the master plan and has been monitoring the progress in the years since installation.

# Calvin Ecosystem Preserve and Native Gardens

Calvin University hired Native Edge to create a master plan for the grounds surrounding the Bunker Interpretive Center and Ecosystem preserve and the connections to adjacent areas on campus. The main focus of this project was the area near the main entry of the Bunker Interpretive Center, which was to be transformed into a multi-use space, fitting of a university campus, and a showpiece for different native landscape areas and strategies. The master plan was completed in early 2018, and in the fall of 2018 Native Edge helped lead the implementation of the native landscape areas, which included the installation of over 22,000 native perennials, shrubs, and trees.

In addition to the above-mentioned projects, Native Edge works on many smaller native landscape projects throughout the year and installs dozens of native landscapes annually.

# PROJECT UNDERSTANDING

A growing population with increased water needs and issues contributing to insufficient ground-water recharge is causing groundwater shortages in Ottawa County. To help combat this, the County is aiming to replace existing unused/unnecessary areas of turf grass with low-main-tenance, drought-tolerant native plants at three County-owned properties. These properties include the Fillmore Complex, Hudsonville Courthouse, and James St. Complex (listed in order of priority).

In addition to reducing irrigation needs, these properties will provide examples of attractive native landscapes which local residence can experience and interact with. These examples will inspire residents to replace wasteful, unnecessary lawn on their own properties and will provide resources and educational materials to show how accessible these practices are.

Ottawa County has published this Request for Proposals to hire a consultant to develop a native landscape master plan for the subject properties and install the designed landscape improvements. In addition to design and installation, the selected consultant shall provide at least one year of maintenance services for the installed landscape areas and assist the County with educational services for the community and project stakeholders consisting of both online resources and on-site educational signage. The project consultant shall provide short- and long-term maintenance information which they will use to help train Ottawa County staff for long-term maintenance efforts.

# PROJECT APPROACH

The following section outlines our approach and scope of services Native Edge will execute to ensure the County gets the maximum return on their investment.

# PHASE I: DESIGN

<u>Background Research and Information</u> – After the project award Native Edge will coordinate with the project team to obtain all necessary information about the potential project areas. This will include any drawing or data that the County has reasonably available, background information for these areas, and other information which will help to develop the base maps for the project areas and help inform the design process.

<u>Kick-off Meeting</u> – Native Edge will schedule a kick-off meeting with the client and all project stakeholders to review the identified project goals and objectives, timeline, and initial group thoughts and feedback. At this meeting we will conduct a mini design charrette, where the group will brainstorm initial ideas and Native Edge will propose rough preliminary concepts for comment and discussion. This will help us hit the ground running and get the project off to a quick start.

<u>Site Reconnaissance, Inventory, and Analysis</u> – Our team will visit all three sites and conduct a detailed review of the potential project areas. We will collect data about the sites including existing cover, soils, exposure, hydrology, utilities, adjacent built features, views, and additional information as needed. This information will help us determine what plantings will thrive in the space, and what plantings will be appropriate for different locations within the project areas.

Review Habitat Types – Once the inventory and analysis has been completed, we will know what types of plants will be suitable for use across the different project areas based on their soils, hydrology, exposure, and context in the landscape. Based on this information, we will create a master plant list featuring plants native to the regional area which are well-suited for the project areas based on their given site preferences. We will then use this master list to create individual plant lists specific to a certain habitat or design style which can be used in various locations throughout the project areas. We will review these plant lists with the project team to ensure they adhere to existing local ordinances.

<u>Preliminary Design Development</u> – Our team will develop preliminary designs for the three project sites based on the priorities set forth in the proposal documents and the available implementation budget. The designs will include a variety of plant design strategies and plant communities to provide residents and visitors with many examples of plantings which can be incorporated into their own landscapes.

The landscape plans will feature planting areas installed using either live plants (native plugs, shrubs, and trees), or seed. The live plant areas are like traditional garden areas and have a very

intentional quality, while the seed areas generally have a naturalistic, prairie-like aesthetic. The live plant areas will generally be located at high-visibility and high-traffic areas, around buildings, near access points, and other significant locations, while seed mix areas will be in low-er-visibility and lower-use areas where large areas of grass will be replaced.

During the preliminary design development phase, multiple alternatives will be suggested for some areas (particularly the high-visibility areas) to demonstrate options for the design and implementation process. These alternatives will be provided to offer different aesthetic options, as well as to show how different approaches will affect the project budget.

<u>Budget Analysis</u> – Throughout the process we will be planning with the project budget in mind. We will develop habitat types and layout the preliminary designs based on what will be doable with the given project budget. After the preliminary designs are developed, we will provide the client with a landscape budget sheet, which will break down our estimated costs for each type of proposed landscape installation. These cost estimates will include site preparation, plant materials, installation, and future maintenance, so we understand the total cost of each landscaping area and how they impact the project budget. The project budget will be updated with each new drawing development or modification throughout the design process.

<u>Final Design Development</u> – After feedback is received from project stakeholders, we will develop the final design documents which will be used to guide the implementation phase. These documents will show exactly where the various landscape areas will be installed across the three project areas with detailed information about the composition, installation, and maintenance of each.

Based on the size of the three project areas and the available project budget, we likely will not be able to eliminate all of the existing turf grass identified by the County. Therefore, the final plan we provide will identify a phase one, which will include all of the highest priority areas to be completed with the funding provided in this contract, and a phase two which can be completed in the future when additional funding becomes available. This essentially means that even though we might not have the budget to do the entirety of the three project sites, we will be providing a comprehensive master plan for all three sites, while highlighting the project areas to be executed under this contract.

<u>Implementation & Maintenance Document</u> — Once the project areas and landscaping strategies/types are finalized, we will develop a comprehensive implementation and maintenance document to guide the implementation and maintenance of the various project areas. Native Edge will use this guide to help educate the Client and project stakeholders about the installation and maintenance process. This guide will show the steps that we will take during implementation and year-one maintenance, and the ongoing maintenance that will be required by the County in year two and beyond.

<u>Project Timeline</u> – We provide initial schedule estimates in this document which will be updated and revised throughout the project based on developments and happenings during the design process. The schedule will demonstrate timelines for site preparation, installation, and maintenance for the various landscape installation areas.

<u>Communication and Education</u> – A critical component of this project paramount to our success is clear communication, education, awareness, and outreach to all project stakeholders and the community at large. Education and awareness is important both to communicate what changes are taking place and why, but also to help the community understand how they can make these changes on their own properties, which is the underlying goal of this project.

Our team will help the County with educational materials, helpful information, and project-specific details which can be shared with stakeholders and community members throughout the project's development, but particularly once we start the implementation phase. Communication and education will come in many forms, including online resources, social media posts, fliers and educational handouts, community meetings (to be arranged by the County), and educational signage installed throughout the project areas. Native Edge will help supply all the technical knowledge and help to craft the message for the outreach and education efforts, while the County will assemble and distribute the materials and signage. If the County wishes for Native Edge to assemble and develop the outreach materials and signage we can happily do that and will amend the implementation budget to accommodate these efforts.

<u>Design Package Delivery</u> – Once all designs and supporting materials have been approved and developed, Native Edge will submit this final package to the County and the design phase will be complete. With this submission we will recommend next steps and turn our sights toward the implementation phase.

# **PHASE II: IMPLEMENTATION**

The work to be done during the implementation phase will follow the details and schedule developed during the design phase. Those details cannot be known precisely at this point, but this section offers some of the implementation steps which we can expect moving forward.

<u>Project and Schedule Review</u> – We will review and update the project schedule as necessary based on any project developments after the design package delivery.

<u>Implementation Plan Execution</u> – Simply put, we will start to execute the implementation plan based on the schedule for the various installation areas. Each project area and specific installation type will have a site preparation stage, installation stage, and maintenance stage, each with detailed timelines and requirements based on their individual requirements.

For example, live plant areas can be prepped similarly to a traditional garden, and the time from site preparation to installation can be relatively short. We will likely target certain live plant installation areas for spring 2023 if site conditions are favorable. While seed mix areas take longer to prepare for installation, and the site preparation efforts will likely begin in spring or early summer 2023 with the installation phase beginning in the fall of 2023.

<u>Subcontractor Coordination</u> – During the beginning of the implementation phase we will determine if any subcontractors are required for this project and will coordinate their scope of

work, schedule, and budget accordingly. We will use our own network of qualified and reliable contractors to help with specific project components and will directly oversee and monitor their work.

<u>Plant Ordering</u> – Plants will be ordered as soon as possible in the implementation process to ensure we acquire the required plant materials for this project. For both seed and live plants, it's critical to provide at least two months of notice to the plant suppliers to avoid availability issues.

# **PHASE III: MAINTENANCE**

After a given project location has been installed it will immediately transition into the maintenance phase. The maintenance plan will guide the activities in each specific area based on the specific installation type.

<u>Terms and Conditions</u> – Native Edge will be responsible for maintaining each project area for one calendar year after installation is complete. Areas installed in May 2023 will be maintained until May 2024, areas installed in September 2023 will be maintained until September 2024, and so on. After this one-year period the maintenance responsibilities will be transitioned to the County, or Native Edge can provide an ongoing maintenance contract, separate from this agreement, and continue to perform maintenance efforts for a period to be determined by the County.

Native Edge will furnish all materials and labor necessary to maintain the various landscape installation areas during the first calendar year except for one critical task – watering. Native Edge does not include watering activities in this contract and all watering needs will be the responsibility of the County. A detailed watering schedule will be provided in the maintenance document which will be easy to follow. The live plant areas are the only locations which must be watered regularly (during establishment) and we expect that most of these locations currently have irrigation in place. The seed installation areas do not need any supplemental irrigation and will not require any attention from the County in year-one.

<u>Landscape Warranties</u> — Warranties can be challenging as there are many factors facing native landscaping which are out of our control. Be it weather, watering, or impacts from vehicles, animals, or pedestrians. Additionally, native landscapes, both live plantings and seed plantings, take multiple seasons to mature, and planting deficiencies often aren't clear until years two and three. While native plants are establishing and putting down their famous deep root systems, they may look small until they start to mature and properly fill out the space.

To help compensate for these various factors beyond our control, we include supplemental planting directly in the maintenance budget to account for the inevitable additional planting and modifications that are a part of every planting project. Some plant loss happens regardless of how well your installation and maintenance efforts are going (which is why we plant small stock to minimize impacts form occasional plant loss). Supplemental planting, as needed, during the

maintenance of live plant and seed mix establishment will ensure the landscape areas mature and fill out as intended and is a service we integrate into our maintenance operations.

Having said this, we do offer warranties for any issues directly related to our design, installation, or maintenance efforts as follows:

Any plantings which die or are in poor condition and likely to die within one year of installation based on the design, installation or maintenance efforts of Native Edge employees or contractors shall be replaced at no cost to the Client.

<u>Training and Ongoing Guidance</u> — As the first-year maintenance efforts are ending, Native Edge will review ongoing maintenance requirements with County staff and answer questions to ensure the maintenance transition is seamless. We will invite County staff to participate in an experience the maintenance work happening during the first year, so they have some experience and understanding of the process prior to taking the reins.

Native Edge will always be available to answer questions, offer guidance, and review project areas after the first year and into the future. Our number one priority is making sure this project achieves long-term success and is a triumph for Ottawa County. If desired, we can furnish a separate long-term consulting contract with the County or provide informal guidance and oversight on an as needed basis.

# PROJECT BUDGET

We understand that the available budget for this project is \$95,000, and that this fee includes the design, implementation, and maintenance phases of the project. Below we have provided a detailed fee for the design phase, and estimated costs for the implementation and maintenance phases. The implementation and maintenance phases are estimates, as we will not know the extents of the live planting areas versus the seed mix areas until the design phase is complete, and therefore we won't know the specifics of the implementation and maintenance phase costs. There are also many factors which impact the proposed implementation costs which cannot be determined at this time, such as exact site preparation methods, plant costs (can vary from vendor to vendor), plant availability, etc.

However, the estimates provided will demonstrate how the different implementation strategies vary in cost and the ways in which that will impact the project budget. Provided are a few examples to help illustrate these options.

Our goal regarding the project budget is to keep the design phase as lean as possible to allow for maximum resources for the implementation and maintenance phases of the project, while ensuring we dedicate the proper time needed for an excellent planning document. The design phase is incredibly important, as it is the foundation of the project and will guide the implementation and maintenance phases.

|  | Estimate              | ed Hours  |          |         |          |                      |
|--|-----------------------|---|----------|---------|----------|----------------------|
| OTTAWA COUNTY Native Landscape Design and Services  Phase I: Design COST PROPOSAL  Hourly Rate | Wes Landon, PLA, ASLA | ن Jackie Landon, MS<br>ال Biologist/Env. Designer |          |         |          |                      |
| Thous, Nate  | 455                   | φ,,σ  | Labor    | Expense |          |                      |
| Tasks  |                       |   | Total    | Total   | TOTAL    | Expense Comments     |
| Phase I: Design  |                       |   |          |         |          |                      |
| Background Research and Information  | 6                     |   | \$570    |         | \$570    |                      |
| Project Kick-off Meeting   | 5                     |   | \$475    | \$150   | \$625    | Mileage and Printing |
| Site Recon, Inventory, and Analysis  | 13                    | 8   | \$1,835  | \$100   | \$1,935  | Mileage              |
| Review Habitat Types   | 4                     | 4   | \$680    |         | \$680    |                      |
| Preliminary Design Development   | 22                    | 12  | \$2,990  | \$150   | \$3,140  | Mileage and Printing |
| Budget Analysis  | 4                     | 2   | \$530    |         | \$530    |                      |
| Final Design Development   | 16                    | 8   | \$2,120  | \$150   | \$2,270  | Mileage and Printing |
| Communication and Education  | 8                     | 4   | \$1,060  |         | \$1,060  |                      |
| Design Package Delivery  | 4                     |   | \$380    | \$150   | \$530    | Mileage and Printing |
| Design Phase Subtotal  | 82                    | 38  | \$10,640 | \$700   | \$11,340 |                      |

The below information is an estimate of costs for the implementation and maintenance phases of the project. Please note that these are just range estimates and are subject to change based on the specifics of the final design areas, site preparation costs, plant material costs, and maintenance strategies. The price range reflects the different ways in which plant material and implementation strategies can affect the overall price. Detailed explanations of this process will be discussed with the client during the project development and will be used to make design and implementation decisions.

For **live plant** installation areas, we typically use a ballpark figure of \$6-\$12 per square foot to estimate installation and maintenance costs. This includes site preparation, plant material, installation, and one year of maintenance.

For **seed mix** installation areas, we typically use a ballpark figure of \$5,000-\$8,000 per acre to estimate installation and maintenance costs. This includes site preparation, plant material, installation, and one year of maintenance.

Based on a design fee of \$11,340, we are left with an implementation budget of \$83,660. This implementation budget can be applied to the project areas however the design team sees fit and will be determined during the design phase. To help visualize this, if we use an average live plant installation cost of \$9/sf and seed mix installation cost of \$7,000/acre we could end up with the following implementation scenarios:

Scenario 1: 5.5 acres of native seed area; 5,000 square feet of live plant install. Scenario 2: 10 acres of native seed area; 1,500 square feet of live plant install. Scenario 3: 3.5 acres of native seed area; 6,600 square feet of live plant install.

The bottom line is that Native Edge will work with the County to maximize the impact based on the available budget and the needs of the County and stakeholders. These implementation budget numbers are just estimates and there are many ways we can find additional cost savings. to benefit the project.

# **Invoicing**

Invoices for the design phase will be submitted monthly and will be due within 30 days of issuance.

For the implementation phase, a 50% deposit will be due at the beginning of the project for all work to be completed in that calendar year. The remaining 50% will be due upon completion of the installation work and will be due within 30 days of issuance.

For the maintenance phase, invoices will be submitted monthly and will be due within 30 days of issuance.

# PROJECT SCHEDULE

The anticipated project schedule for all three phases is outlined in detail below. This schedule is subject to change and can be modified during the project as needed in order to ensure successful outcomes.

Details and frequency of maintenance activities will be outlined in the maintenance document.

| SCHEDULI                            | E - H | HA  | SE    | : 0  | ESI | GN         |     |      |          |      |        |   |   |          |          |   |
|-------------------------------------|-------|-----|-------|------|-----|------------|-----|------|----------|------|--------|---|---|----------|----------|---|
| Contract Award                      | _     |     | _     |      | _   | _          |     | _    | $\vdash$ | L    |        | _ | _ | $\vdash$ | $\vdash$ |   |
| Background Research & Information   |       |     |       |      |     |            |     |      |          |      |        |   |   | L        |          |   |
| Kick-off Meeting                    |       |     |       |      | •   |            |     |      |          |      |        |   |   |          |          |   |
| Site Recon, Inventory & Analysis    |       |     |       |      |     |            |     |      |          |      |        |   |   |          |          |   |
| Review Habitat Types                |       |     |       |      |     |            |     |      |          |      |        |   |   |          |          |   |
| Preliminary Design Development      |       |     |       |      |     |            |     | •    |          |      |        |   |   |          |          |   |
| Budget Analysis                     |       |     |       |      |     |            |     |      |          |      |        |   |   |          |          |   |
| Final Design Development            |       |     |       |      |     |            |     |      |          |      |        | • |   |          |          |   |
| Implementation and Maintenance Doc. |       |     |       |      |     |            |     |      |          |      |        |   |   |          |          |   |
| Communication and Education         |       |     |       |      |     |            |     |      |          |      |        |   |   |          |          |   |
| Design Package Delivery             |       |     |       |      |     |            |     |      |          |      |        |   |   |          |          |   |
| Week                                | 1     | 2   | 3     | 4    | 1   | 2          | 3   | 4    | 1        | 2    | 3      | 4 | 1 | 2        | 3        | 4 |
| Month                               |       | Jan | . '23 |      | Г   | Feb        | '23 |      | Г        | Marc | ch '23 |   | П | Apri     | l '23    |   |
| Month                               | _     |     |       | Proj | ect | Feb<br>Tea |     | leet | ing      | Marc | ch '23 |   |   | Apri     | 1.23     | _ |

SCHEDULE - PHASE II & III: IMPLEMENTATION AND MAINTENANCE
Project Review
Subcontractor Coordination
Plant & Materials Ordering
Spring '23 Live Plant Prep.
Spring '23 Live Plant Install.
Spring '23 Live Plant Maint.
Fall '23 Seed Prep.
Fall '23 Seed Install.
Fall '23 Seed Install.
Fall '23 Seed Maint.

Week

Month A M J Ju A S O N A M J Ju A S O N
Year

2023
2024

### **Attachment of Additional Scope**

### **Jonathan Marin**

From: Wesley <wesley@nativedgeco.com>
Sent: Thursday, December 22, 2022 4:58 PM

To: Jonathan Marin

**Subject:** RE: Further Questions Regarding RFP 22-21 **Attachments:** OC Native Landscape Proj Examples 2.pdf

Follow Up Flag: Follow up Flag Status: Follow up

Caution! This email is from an external address and contains a link. Use caution when following links as they could open malicious web sites.

Hi Jon,

Thanks for the additional questions! Yes we absolutely are able, and willing, to showcase and incorporate other water conscious landscaping options in this project. Sometimes we use 'prairie-style' landscaping as a catch all for a landscape that uses the proper native plants for a given environment that mimic natural ecosystems. This includes woodland gardens, rain gardens, bioswales, shrub gardens, and more. However, as a landscape architecture firm we always work to ensure that our designs fit the site and meet the needs of our clients. We focus on native landscapes, but have many tools in our toolbox and use plants, hardscapes, structures, and other processes to provide superior services to our clients.

We frequently use 'no mow' or 'ecograss' in projects where clients desire a uniform 'grass look' but desire a more drought resistant alternative. No mow grass is fairly easy to install, and is best installed in the fall, like you would a fall seeding of regular lawn grass. The seeding area needs to be completely weed free and dethatched. Once installed, the grass does not need to be mown, but can be a few times a year if desired. These mixes have deeper roots than traditional lawn grass and are a great lawn alternative. They also make a nice clean border and I would envision using them in focal areas to define beds, as they are also a very cost effective landscaping option. Unfortunately, I am unable to find any good pictures to share, but our clients have been giving us good feedback on these installations.

There are other water-conscious landscape types that deal with utilizing rainwater capture, or helping to mitigate excessive rainwater issues. This is known as green infrastructure, and we can use rain gardens or bioswales in these areas. These types of features will help homeowners see that instead of piping water away and sending it directly to the storm water system, they can direct it to depressions on the property that allow water to infiltrate as it would naturally and use plants to help with the uptake. The implementation of these types of landscapes will depend on having areas on site well-suited for their development but we can explore this during the design process.

Another green infrastructure example relating to hardscapes has to do with permeable paving. This is where you have pavement that is designed to infiltrate water through open aggregate, versus having it run off to the landscape. Permeable paving can be a great solution for certain situations, but it is very expensive. However, if there were a good area to showcase some permeable paving, we can put this in the design for the team to consider. We typically prefer to shed water from hardscapes to bioswales or rain gardens, but sometimes there isn't proper space for those features.

Dune grass landscapes are another component that will very likely be incorporated into the project based on the success of these areas on the Fillmore Complex. These would not be new showcase areas as they are currently in existence, but they would be useful in extending peripheral areas to blend in with existing successful landscape types.

We understand that this project is going to be multifaceted and will serve as a tool for the public and therefore we need a diverse array of landscape types. Even among the native gardens, we'll be able to create very unique and visually diverse gardens just based on the species composition and location in the landscape. Where different landscape types are featured across the County project areas (full sun/dry, part sun/average, etc.) we will showcase different landscape approaches that visitors can interact with to see what will work on their own properties. We can have a map with a key that shows where these different landscape types are on the properties so they can easily find the area that fits their situation and explore these areas on their own.

As a landscape architecture firm we are natural problem solvers and I'm confident that we have the tools and experience to deliver exactly what the County is looking for on this project.

I've attached a few more photos of some of our projects and some additional drawings. I don't have pictures of a few landscape types listed above, but we have worked with all of these elements in both design and construction.

Don't hesitate to let me know if you need anything else from us or have any additional questions at the moment.

Thanks, Jon! Happy Holidays!

# Wes Landon, PLA, ASLA

Principal / Landscape Architect p 616-717-0656

Native Edge, LLC PO Box 140021, Grand Rapids, MI 49514 nativedgeco.com

From: Jonathan Marin < jmarin@miottawa.org>
Sent: Thursday, December 22, 2022 3:35 PM
To: Wesley < wesley@nativedgeco.com>
Subject: Further Questions Regarding RFP 22-21

Good afternoon Wes,

I have been working with the Department of Strategic Impact on RFP 22-21 Native Landscape Design. We would like to gather a little more information regarding Native Edge's ability to implement a variety of "water-conscious" or low water demanding landscapes. While we do want to implement some native plant landscapes, we don't want the prairie-type plants to completely encompass the landscape design. We also want to display other forms of water conscious landscapes such as hardscapes, xeriscapes, no-mow turf alternatives, etc. and would like to know if Native Edge is able and willing to showcase and incorporate some of those aspects into the design?

Also is Native Edge able to provide examples of such work?

Thank you so much for your time Wes! Have a happy holiday!

Sincerely,

Jon Marin
Procurement Specialist

Exhibit

(616) 738-4670

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

Fax (616) 738-4897

### **VENDOR INSURANCE REQUIREMENTS / REQUEST**

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

# WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation Limits

Employers' Liability Limits

Michigan Statutory

\$500,000 Each Accident

\$500,000 Each Employee

\$500,000 Aggregate Injury by Disease

# COMMERCIAL GENERAL LIABILITY

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

There shall be no Products/Completed Operations or Contractual Liability exclusion.

The General Aggregate limit shall apply separately per location or project.

# AUTOMOBILE (if applicable)

Residual Liability Limit \$1,000,000 Each Accident

Personal Injury Protection Michigan Statutory
Property Protection Michigan Statutory

# PROFESSIONAL LIABILITY (if applicable)

Limit of Liability \$2,500,000 Aggregate Limit

Please provide a **certificate of insurance** detailing your coverage which meets the above requirements. These coverages shall protect the vendor, its employees, agents, representatives, and subcontractors against claims arising out of the work performed or products provided.

These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers.

The County of Ottawa and its officers, officials, employees, volunteers and agents are to be additional insureds as respects to the services provided under this agreement. This additional insured status shall not terminate after completion of the services. A certificate of insurance shall be provided and show the required limits, and the above-mentioned listed as additional insureds. A **30-day** notice is required in the event of coverage termination for any reason

Additional Insured Endorsement to the Commercial General Liability policy must accompany the certificate, OR the certificate must state that the General Liability policy includes a blanket additional insured provision on the primary basis for any entity required by contract or agreement to be an additional insured.

Please forward your evidence of insurance to; OTTAWA COUNTY PURCHASING, 12220 Fillmore St Rm 331, West Olive, MI 49460, purchasing@miottawa.org, Fax Number 616-738-4897



# Request for Proposal 22-21 Native Landscape Design and Services

The County of Ottawa, on behalf of The Department of Strategic Impact, is requesting proposals from experienced and qualified vendors to design and implement a sustainable, native landscape project.

By responding to this RFP, the Proposer agrees to perform in accordance with the terms and conditions set forth herein.

RFP Issue Date: Wednesday, November 16, 2022

Walkthrough Date: Wednesday, November 30, 2022

Questions Deadline: Friday, December 2, 2022

Addendum Issuance: Wednesday, December 7, 2022

RFP Deadline: By 2:00 PM (ET) Tuesday, December 13, 2022

Evaluation Timeline (Estimated): Friday, December 23, 2022

RFP Administrator: Steven Holden, Procurement Specialist, 616-994-4778, purchasing.rfp@miottawa.org

All requests for additional information or questions should be directed to the RFP Administrator.

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# Exhibit:

- Exhibit 1 Fillmore Complex
- Exhibit 2 James St. Complex
- Exhibit 3 Hudsonville Courthouse

# Section 1: Information Summary

# General Information:

The County of Ottawa distributes solicitation documents through the Michigan Intergovernmental Trade Network (MITN), website at

http://www.bidnetdirect.com/mitn and through the Purchasing page of the County of Ottawa's website located at

http://www.miottawa.org/Departments/FiscalServices/bids.htm. Copies of proposal documents obtained from any other sources are not considered official copies, and may result in failure to receive addenda, corrections or other revisions that may be issued.

For purposes of this RFP, the term "Contractor," "Vendor," "Proposer," "Respondent," or "Bidder" are considered to have the same meaning, all referring to the person or company responding to this RFP. Additionally, the terms "County," "Client," or "Owner" refers to the County of Ottawa.

# **Proposal Submission:**

Proposals must be received by 2:00 PM (ET) on Tuesday, December 13, 2022 Proposals received after this time will not be considered. Proposals may be withdrawn at any time prior to the scheduled proposal deadline. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP Deadline. Proposals should be concise and complete, covering all items identified, emphasizing an understanding of the project and the resources to perform the intended work. Proposals will be reviewed to determine if submission requirements are met. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as non-responsive. Vendor assumes responsibility for meeting the submission requirements and addressing all necessary technical and operational issues to meet the project objectives.

All proposals must include completed, signed copies of all required attachments. Vendor assumes all risks associated with electronic submission (including possible technical issues). Attachments must be filled out in full and signed by an authorized Company representative.

# <u>Proposal Response:</u>

Proposal response must contain completed, signed copies of each of the following required attachments:

- Attachment A Cover Sheet for Proposal
- Attachment B Vendor References

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# Attachment C – Proposal Response

Proposals will be accepted by e-mail submission only, as follows:

Respondents will submit an electronic response (preferably single-file PDF format) by e-mail to: <a href="mailto:purchasing.rfp@miottawa.org">purchasing.rfp@miottawa.org</a> with subject line of: "RFP 22-21 Native Landscape Design and Services." The County can receive email attachments up to 25 megabytes. Proposal documents larger than 20 megabytes should be sent in multiple emails with subject line of: "RFP 22-21 Native Landscape Design and Services – 1 of 2", etcetera. It will be the Proposers' responsibility to ensure that their proposal have been appropriately delivered and received.

# Modification:

Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the Proposer's authorized representative. After the submission deadline, responses may not be modified or withdrawn without written consent of the County.

# Pre-Proposal Conference:

Members of the project team will be hosting a mandatory pre-proposal walkthrough at the date/time and location below:

| DATE & TIME                  | LOCATIONS                                  |
|------------------------------|--|
| Wednesday, November 30, 2022 | LOCATION 1: Fillmore Complex               |
| 9:00AM ET                    | 12220 Fillmore St, West Olive, MI 49460    |
| Wednesday, November 30, 2022 | LOCATION 2: James St. Complex              |
| ~10:00PM ET                  | 12251 James St, Holland, MI 49424          |
| Wednesday, November 30, 2022 | LOCATION 3: Hudsonville Courthouse         |
| ~11:00PM ET                  | 3100 Port Sheldon St, Hudsonville MI 49426 |

It is mandatory that vendors attend as they will be able to examine the site(s) and become familiar with the conditions under which the work will be performed. During the walkthrough, attendees may request clarification of any section of the proposal document and ask any other questions relating to the project. Final answers to questions released by Addendum will be considered official and final.

Vendor representatives attending the pre-proposal meeting are asked to RSVP attendance by November 29, 2022 at 5:00PM ET to: Steven Holden, Procurement Specialist, 616-994-4778, or email: purchasing.rfp@miottawa.org.

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# Questions:

Vendors may submit questions and requests for clarification relating to this RFP to the RFP Administrator by the stated deadline. Responses to all questions and inquiries received by the County will be issued in the form of an Addendum and posted on the MITN and the County's website, as needed. Only answers to questions submitted prior to the submission deadline and released in the form of an Addendum will be considered official and final. Any remarks or explanations made by phone, email, or in-person will be considered draft and will be non-binding.

# Section 2: Background Information

# **County Information:**

Beautiful Ottawa County is located in the southwestern section of Michigan's Lower Peninsula. Its western boundary is formed by Lake Michigan and its eastern boundary is approximately 30 miles inland. The County landmass consists of a total area of 565 square miles with over 300 miles of water frontage. The County is composed of 6 cities, 17 townships, and 1 village.

The current County's legislative body is an eleven-member Board of Commissioners which is elected from single-member districts, determined by population, on a partisan basis for two-year terms. The Board of Commissioners provides oversight, establishes policy, and builds the strategic plan for County operations.

Ottawa County has been named the fastest growing population in the state. Between 2010 and 2019 there was a 10.63% increase in population. The estimated population in the County in 2019 was 291,830. This significant population growth is expected to continue in the years ahead.

# **Current Environment:**

Due to its unique geologic structure, Ottawa County is experiencing a groundwater shortage throughout various parts of the Marshall Sandstone aquifer. Significant drawdown has been observed due to a clay layer above the aquifer preventing groundwater recharge. As an increasing number of residents, farmers, and businesses report well concerns related to groundwater shortages, the County has embarked on a campaign to encourage the reduction of water consumption. Of specific concern is the significant amount of water consumed to maintain traditional turf-style landscapes by residents and businesses. To address this concern, the County has decided to lead by example to transform the turf grass environment on County-owned facilities to a Native, water-conscious landscape. By taking initiative to move away from traditional turf lawns and showcase the process of implementing different native landscapes, the County hopes to bring more awareness to the issue

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and encourage business and residents to follow suit. Educational outreach and interpretive signage throughout the development of this project will be important in teaching visitors how to incorporate turf alternative landscaping options into their own outdoor spaces, as well as to promote its many benefits. Further, educational signage paired with direct experience with intentionally designed native landscaping can help break down negative stigmas associated with native landscaping by increasing their exposure to these intentionally designed landscapes.

# Section 3: Scope of Work

The County of Ottawa, on behalf of The Department of Strategic Impact, is requesting proposals from experienced and qualified vendors to design and implement water-conscious, native landscaping at several Ottawa County facilities.

The project's goal is to replace the majority of turfgrass at select Ottawa County campuses with native plants and other methods to showcase water conservation techniques.

The County is seeking proposals from a single entity or contractor that will encompass all phases of the landscape conversion process – design/planning, physical implementation, and subsequent maintenance. Subcontracting for various elements is acceptable.

The County would prefer to remove and replace the turfgrass at all three of the complexes listed below. However, considering that Ottawa County is working with a limited budget, the facilities are ranked in order of preference in the event that it is not possible to conduct the project at all locations:

- 1. Fillmore Complex, 12220 Fillmore St, West Olive, MI 49460
- 2. Hudsonville Courthouse, 3100 Port Sheldon St, Hudsonville, MI 49426
- 3. James St. Complex, 12251 James St, Holland, MI 49424

# A. Design & Plan Development

The selected contractor will be required to work with County staff and its various partners to create a detailed planning document that outlines final design concepts, implementation schedules, and planned maintenance for each of the campuses previously listed.

Landscape designs must have a core-concept built around the use of water-conscious plants native to the Ottawa County region with low long-term maintenance requirements.

Other design requirements:

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- Utilizing a variety of design types (e.g. prairie, turf alternatives, xeriscaping, gardens, rain gardens, buffer strips, pollinator habitats, wildflowers, etc.)
- A significant overall reduction of water consumption compared to current use
- Native fauna habitat creation
- Low requirements for pesticides, herbicides, fertilizers, or other chemicals

All landscaped areas must be publicly accessible for educational and demonstration purposes.

Basic planning and design for each site will, at minimum:

- a. Assess existing site conditions, soils, plant materials and irrigation infrastructure
- Recommend substitute plant materials for existing plants on site as appropriate to restore native landscape features, reduce maintenance, or improve water conservation efforts
- c. Provide recommendations for the location of various types of native landscapes, such as the ones listed prior
- d. Include intentional approach designs near buildings
- e. Identify prime locations for prairie/xeriscape designs
- f. The consideration of using native local genotypes

The design and plan for the Fillmore Campus must be compatible and cohesive with that of the new Family Justice Center which is being landscaped by a separate budget and company.

The plan requirements for each facility are not exhaustive and the contractor should keep in mind that these requirements may be subject to change throughout the design analysis process which will be conducted by the County Native Landscape group.

The educational aspect of this project will be extremely important to the overall success and acceptance of this relatively new approach to landscape design in Ottawa County. The selected vendor will be expected to work with the Ottawa County team to develop an educational approach to keeping visitors and stakeholders informed over the life of this project. This will include assisting Ottawa County in the design and placement of interpretive and educational signage through all stages of the project.

# **B.** Implementation

Various turf removal methods may be proposed, however, certain areas,

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including high visibility areas may not be suitable for methods that require herbicide or other lengthy procedures.

One of the primary goals of this project is to reduce the workload on County facilities staff. Because the maintenance of native landscapes can initially be complex and intensive, the County is looking for proposals that include maintenance and instruction through the first full growing season after installation to reduce significantly increasing County Facilities Staff workload.

Vendor will generate a maintenance plan for each location which includes detailed instructions for the long-term maintenance and care of all built landscapes for Facilities staff to follow.

# C. Vendor Qualifications and Mandatory Requirements

Vendor must have at least three (3) years' experience and provide three (3) satisfactory client references that demonstrate their qualification for work. Vendor should include additional qualifications that are relevant to the scope of work. Vendor will have the ability to design and implement the native landscapes requested or have the ability to subcontract for the services needed.

Vendor must be well versed in plant species native to Michigan and demonstrate this knowledge in submitted qualifications.

# D. Pricing and Invoicing

Proposals should include detailed pricing for the aspects of design and implementation for this project. All proposed work should fit within the confines of the budget for this project, which is \$95,000. County of Ottawa is tax exempt. Michigan Sales and Use Tax Certificate of Exemption are available upon request.

# Section 4: Proposal Selection and Award Process

An Evaluation Committee(s) will be established by the County to review the proposals and to make recommendation for contract award(s).

A Proposer may not contact any member of the Evaluation Committee except at the RFP Administrator's direction. Purchasing will notify vendors of relevant steps and status throughout the evaluation process.

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

- Experience and Qualifications
- Past Projects
- Client/Customer References

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- Proposal Response to Questions
- Costs and Fees Proposed

As part of the proposal evaluation process, the finalist vendor(s) may be invited to attend an in-person or virtual interview. The County reserves the right to interview any number of qualifying vendor(s) as part of the evaluation and section process. The County reserves the right to award a contract without an interview, as determined in the best interest of the County.

The County of Ottawa reserves the right to select and subsequently recommend for award the proposal that best meets its required needs, quality levels, and budget constraints. The lowest priced response does not guarantee recommendation for contract award. The County reserves the right to award by item, group, or total proposal.

The Respondent to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided to the representative(s) designated in the proposal response.

# Section 5: Contract Terms, Period, Procedures and Use

The County of Ottawa's intent is to award a contract that will cover the period from project kick-off to project completion as determined by the successful completion of the stated objectives within the RFP.

This contract will not be enforced until both parties have agreed and signed as accepted. The Vendor must execute and perform said Agreement.

The proposal, or any part thereof, submitted by the awarded vendor may be attached to and become part of the contract. Proposal pricing reflects a commitment to the terms indicated. As part of the contract negotiation process, the County reserves the right to delete or modify any task from the scope of services and reserves the right to modify the scope of services during the course of the contract. Any changes in pricing or payment terms proposed by the Vendor resulting from the requested changes are subject to acceptance by the County.

In the event that a successful agreement cannot be executed, the County reserves the right to proceed with contract negotiations with the other responsive, qualified vendors to provide service as referenced under negotiation process.

Contractors are not to start work until receipt of an Ottawa County Purchase Order, authorizing work to begin. The County's obligation will commence only following the parties' execution of the Contract and the County Board of Commissioners' approval. Upon written notice to the Contractor, the County may set a different starting date for

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the Contract. The County will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even if such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by the County.

This contract is for use only by the County, including departments, agencies, or courts of the County of Ottawa.

# Section 6: RFP Terms and Conditions

By submitting a response, vendors confirm that they have read and will comply with the solicitation and all specified RFP terms and conditions listed below.

# Cancellation of RFP:

The County may, at its discretion and if in the best interest of the County, cancel any proposal or request for proposal or other solicitation in whole or in part. The RFP Administrator will notify vendors of any cancellation.

# Confidentiality:

All responses in entirety, produced by the Proposer, that are submitted to the County will become property of the County and may be considered public information under applicable law. Michigan FOIA requires the disclosure, upon request, of all public records; therefore, confidentiality of information submitted in response to this RFP is not assured.

# **Incurred Expenses:**

The County will not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to the execution of an agreement. This includes any legal fees for work performed or representation by the proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

# **Independent Contractor:**

The awarded vendor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of Ottawa County. The vendor will have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. No person performing any of the work or services described hereunder will be considered an officer, agent, servant, or employee of the County nor will any such person be entitled to any benefits available or granted to employees of the County.

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# Laws:

This RFP and subsequent contract will be governed by and construed in accordance with the laws of the State of Michigan and any service or product herein will so comply. All persons providing goods and/or services to Ottawa County will comply with all applicable local, State and Federal laws, rules and regulations specifically including, but not limited to, State of Michigan Executive Orders.

# Ownership of Data:

All information provided by the County and any reports, notes, and other data collected and utilized by the vendor, its assigned employees, and/or subcontractors, pursuant to any agreement resulting from this RFP, will become the property of the County as prepared, whether delivered to the County or not. Unless otherwise provided herein, all such data will be delivered to the County or its designee upon completion of any work performed or at such other times as the County or its designee may request.

# Proposal Acceptance, Rejection, and Withdrawal:

The County also reserves the right to accept or reject any and all proposals submitted if in the best interest of the County.

The County reserves the right to negotiate with the Proposer(s) within the scope of the RFP. The County further reserves the right to award the contract to more than one Contractor, if in the best interest of the County to provide adequate delivery, services, and/or product availability. The County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation.

The County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Vendor an advantage or benefit not afford to other Vendors. The County may waive any requirements that are not material.

The County reserves the right to reject any or all proposals, or any part thereof; and to waive any minor defects in the proposals if this is to the advantage of the County. The County's waiver of a minor defect will in no way modify the RFP document or excuse the vendor from full compliance with its specifications if the vendor is awarded the contract. The County reserves the right to let separate contracts on any aspect of the work.

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After the proposal deadline, proposals may not be withdrawn without the written consent of the County after submission deadline. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP deadline. Any fees proposed are considered firm and cannot be altered.

# Retained Rights:

The County reserves the right to use ideas presented in reply to this process notwithstanding selection and rejection of proposals and/or bids. The County reserves the right to make changes to and/or withdraw this request at any time.

# Subcontractors:

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

# Section 7: General Terms and Conditions

By submitting a response, the Vendors confirm that they have read and will comply with all the general terms and conditions listed below.

# Conflict of Interest:

By submission of a response, the Proposer agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest."

# **Debarment and Suspension:**

The Contractor certified to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen

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property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

# <u>Default</u>

If Vendor defaults on the resulting contract, after the designated Cure Period, the County may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate the resulting contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend vendor from receiving future solicitations.

# Equal Employment and Opportunity:

Every contract or purchase order issued by the County is entered into under provisions requiring the contract, subcontractor or vendor not to discriminate against any employee or applicant for employment because of his/her race, religion, sex, color, national origin, height, weight, familial status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

Contractors and their subcontractors, as required by law, will not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, familial status, age, sex, height, weight, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the Contract.

The Vendor will adhere to applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination.

# Force Majeure:

Neither party to the resulting agreement will be held responsible for delay or default caused by fire, flood, civil disobedience, court order, labor dispute, acts of God and/or was which is beyond that party's reasonable control. If either party is unable wholly or in part to carry out its obligations under any resulting agreement, then such party will give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event. Such non-performance will not constitute grounds for default.

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#### Insurance:

Vendor will provide proof of the following coverages: worker's compensation, employer's liability, comprehensive general liability and if applicable, automobile, and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers. These coverages will protect the vendor, and County and their employees, agents, representatives, invitees, and subcontractors against claims arising out of work performed or products provided. The County and its elected officials, officers, employees, agents, and volunteers are to be additional insureds and a thirty-day notice is required to the County in the event of coverage termination.

#### Iran Linked Business:

Pursuant to State of Michigan, Iran Economic Sanctions Act, 2012 P.A. 517, MCL 129.311 seq., the Contractor certifies, under civil penalty or false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business."

#### **Material Safety Data Sheets:**

All County purchases require a Material Safety Data Sheet (MSDS) where applicable in compliance with MIOSHA "Right to Know" Law. Vendor will forward all relevant Material Safety Data Sheets to the designated County Representative upon request.

#### Payment Terms:

Payment terms will be Net 30 unless otherwise mutually agreed upon by all parties.

#### Right to Audit:

The Vendor will maintain such financial records and other records as may be prescribed by Ottawa County or by applicable federal and state laws, rules, and regulations. The Vendor will retain these records for a minimum period of three years after final payment, or until they are audited by the County of Ottawa, whichever event occurs first. These records will be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by Ottawa County, its designees or other authorized bodies.

#### Safety:

All Contractors and Subcontractors performing services for the County are required to and will comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other

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applicable rules and regulations. Also, all Contractors and Subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around work site area under this Contract.

#### Tax Exempt Entity:

The County is exempt from Federal Excise and State Sales Tax. Do not include such taxes in the proposal. The County will furnish the successful proposer with tax exemption certificate when requested.

#### Warranty:

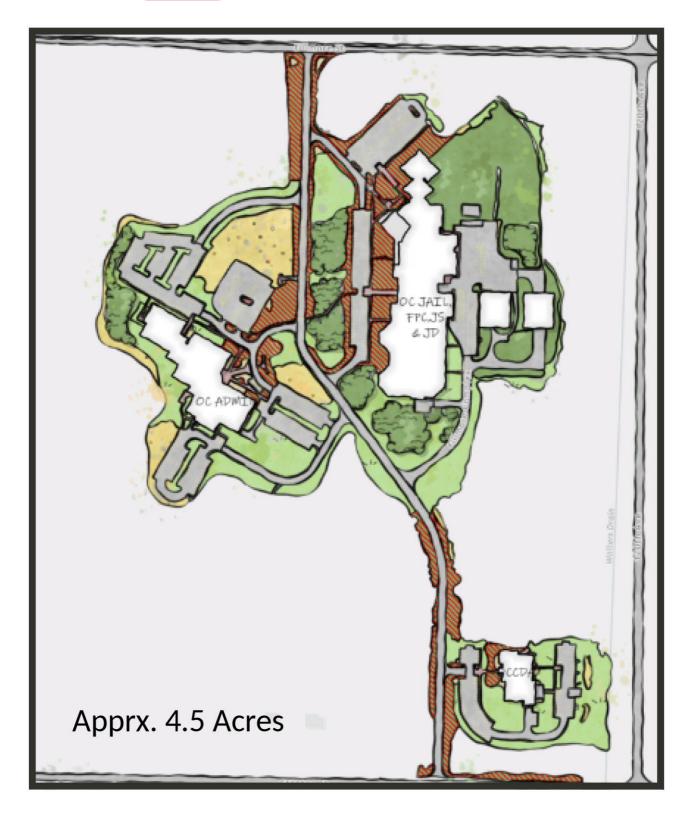
Vendor warrants that the goods and/or services supplied will be good workmanship and material, free from defects, and if the intended use thereof is known to the seller, that they are suitable for the intended use. Awarded vendor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.

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# Fillmore Complex



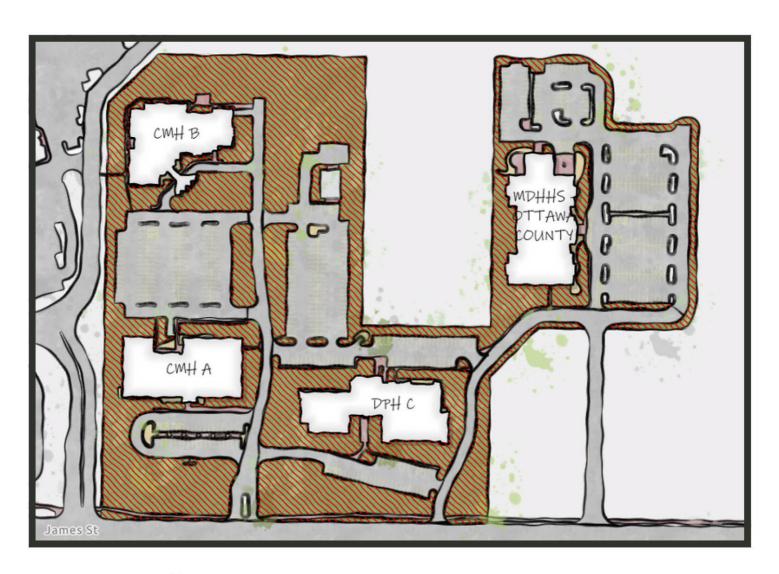
= turf grass area



# James St. Complex



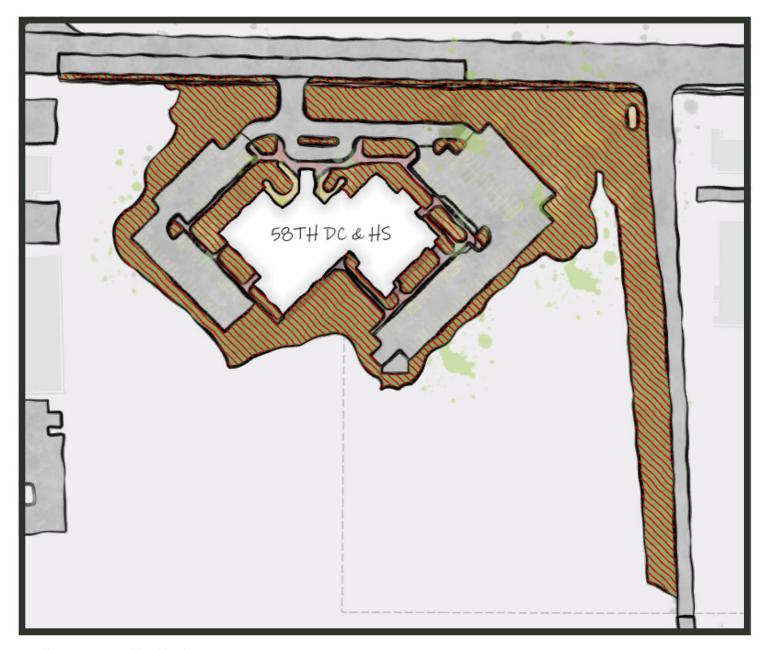
= turf grass area



Apprx. 7.8 Acres

## **Hudsonville Courthouse**





Apprx. 3.5 Acres

### **Action Request**

Electronic Submission - Contract # 1819



Committee: BOARD OF COMMISSIONERS

Meeting Date: 2/16/2023

Vendor/3rd Party: WEATHERPROOFING TECHNOLOGIES

Requesting Department: FACILITIES MAINTENANCE

Submitted By: BLAKE UPRIGHT

Agenda Item: CONTRACT FOR ROOF REPAIRS AT THREE COUNTY BUILDINGS

#### Suggested Motion:

To approve the contract with Weatherproofing Technologies Inc. to repair and resurface the roofs at 1111 Fulton Street, DHHS and A buildings at the James Street Campus for a total cost of \$959,820.44.

#### Summary of Request:

Financial Information:

This is a rehab process of the roofs at these designated buildings versus a full replacement. The process involves replacing wet insulation, patching the rubber membranes and applying a bonded fluid coating to the entire roof. This process gives the roof a 20 year warranty. Additionally included in these contracts are placing OSHA approved safety railings in proper places to maintain compliance with industry standards. A lockable safety ladder is included at 1111 Fulton Street to access the buildings roof.

| Total Cost: \$959,820.44          | General Fund Cos          | t: \$0.00           | Included in Budget: Yes |  |
|-----------------------------------|---------------------------|---------------------|-------------------------|--|
| If not included in Budget, recomm | nended funding source:    |                     | ·                       |  |
| Action in Deleted to an Action    | it. M/biolo los Nos Ma    | a data d            |                         |  |
| Action is Related to an Activ     |                           | naatea              |                         |  |
| Action is Related to Strategi     | c Plan:                   |                     |                         |  |
| Goal 4: To Continually Improve    | the County's Organization | n and Services.     |                         |  |
|                                   |                           |                     |                         |  |
|                                   |                           |                     |                         |  |
|                                   | ,                         |                     |                         |  |
| Administration:                   | 1//                       |                     |                         |  |
| Recommended by County Admin       | istrator:                 | 2/2/2023 4:52:32 PM |                         |  |
| Committee/Governing/Advisory E    | oard Approvál Date: FIN   | ANCE AND ADMINIST   | RATION: 2/7/2023        |  |



#### ROOFING PRODUCTS, SERVICES AND JOB-ORDER CONTRACTING SERVICES

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 Weatherproofing Technologies, Incorporated, part of the Tremco Construction Products Group (hereinafter, "Contractor"), with a principal place of business at 3735 Green Road, Beachwood, OH 44155.

#### IT IS HEREBY AGREED AS FOLLOWS:

- Scope of Work: Contractor agrees to provide the "Services" which as detailed in Exhibits A, B and C. It shall be the responsibility of the Contractor to employ and assign to the project adequate personnel and equipment required to undertake and complete the work in a diligent, timely and orderly manner.
- Compensation: In consideration for the services to be performed by the Contractor, the County agrees to pay Contractor the compensation set forth on Exhibits A, B and C. Payment to the Contractor for services will be under the County's terms of Net 30. Any change in pricing must be communicated in written form thirty (30) days in advance.
- 3. Contract Documents: The following documents are the entire agreement between the Contractor 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 attached exhibits)
  - b) All Provisions required by law to be inserted in this contract whether inserted or not.
  - c) By reference, Omnia Partners (Contract number R180903)

#### 4. Performance

- a) Contractor shall perform the work as required by and in accordance with the schedule of time requirements set forth in Exhibits A, B and C.
- b) Failure to complete services as required shall constitute breach of this Contract.
- c) Contractor shall have not more than thirty (30) calendar days to cure a breach of this Contract (the "Cure Period"). Failure to cure a breach of this Contract within said Cure Period shall allow the County to, without further notice to the Contractor, declare this Contract terminated and proceed with the replacement of the Contractor and the County shall be entitled to all remedies available to it at law or in equity.

- d) If Contractor defaults on the contract, after the designated Cure Period, the County may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate the resulting contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend contractor from receiving future solicitations.
- 5. Terms of Contract: The contract shall commence when signed by both parties and unless terminated earlier in accordance with the terms of this Contract, this Contract period will cover the period from project kick-off to project completion as determined by the satisfaction of work completed.
  - County's obligations are limited to payment for the goods and/or services described herein and despite any other provision to the contrary in any other agreement, signed or not, the County may terminate any term, a hold over or any renewal term at its will. This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party
- 6. Expenses: Contractor shall be responsible for all the Contractor's expenses incurred while performing services under this Contract. This includes license fees, fuel and fleet maintenance, insurance premiums, telephone and all salary/payroll expenses, and other compensation paid to employees or contract personnel that the Contractor hires to complete the work under this Contract.
- 7. Employees: The Contractor and all Contractor' employees, while on County premises, shall carry proper identification. Examples of proper identification are State issued Driver's License or State issued Identification Card.

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

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

- 8. Materials: Contractor will furnish all materials, equipment and supplies used to provide the services required by this Contract.
- 9. Background Checks: (as required by the Facility) Contractor employees are subject to background checks to ensure, at a minimum, that no employee has a felony or domestic violence or other bar-able conviction(s). The background checks for Contractor employees will be conducted by the County prior to the commencement of any on-site work.

- Compliance with Laws, Ordinances, and Regulations and Procurement of Permits:
  - a) This Contract is governed by the laws of the State of Michigan.
  - b) The Contractor shall at all times comply with all local, state and federal laws, rules and regulations applicable to this Contract and the work to be done herewith.
  - c) The Contractor shall obtain, and pay thereof, all permits required by any agency or authority having jurisdiction over the work. The Contractor shall provide a copy of any permit to the County within 3 business days of the County's request.
- 11. Exclusive Contract: This Contract, including exhibits attached hereto, a County Purchase Order, if applicable, is the entire Agreement between Contractor and the County for the services as detailed in Exhibits A, Band C.
- 12. Modifying the Agreement: This Agreement may be modified only by a writing signed by both parties.
- 13. Record Keeping: The Contractor shall keep all records related to this Contract for the term of the Contract and three (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 Contractor'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 Contractor'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, Contractor and County agree to act immediately to resolve any such disputes. The Contractor 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 Contractor as a result of such failure to proceed shall be borne by the Contractor and the Contractor 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 Contractor 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.

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.

- 15. Jurisdiction and Venue: The parties' consent to the exercise of general personal jurisdiction over it by the Ottawa Court Circuit Court. Any action on a controversy that arises under or in association with this 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.
- 16. Liability and Insurance: Contractor agrees to hold harmless the County from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Contract, including any liability resulting from intentional or reckless or negligent acts or the acts of the employees or agents of Contractor. If specific insurance is required, such insurance shall be set forth in the attached Exhibit D.
- 17. Relationship of Parties: The Contractor is an independent contractor and is not an agent or employee of the County for any purpose including, but not limited to, the ability to bind the County and all labor or employee related matters such as tax withholding/reporting, employee wages or benefits, or workers compensation. This Contract is not intended to create any joint venture or partnership of any kind. The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
- 18. Subcontracts: Contractor may not assign or subcontract any rights or obligations under this agreement without the County's prior written approval.
- 19. Governmental Immunity: 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.
- 20. Safety: The Contractor shall at all times observe and comply with all federal, state, local and County facility laws, ordinances, rules and regulations that may in any manner affect the safety and the conduct of the work. The Contractor shall hold the County harmless against any claim or liability arising from the violation of any such provisions.
- 21. Absence of Waiver: The failure of either party to insist on the performance of any of the terms and conditions of this Contract, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if such forbearance or waiver had occurred.

#### 22. Notices:

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

If to the Contractor: Weatherproofing Technologies, Incorporated

Attn: Robert Bryant, CM Development Manager

3735 Green Road

Beachwood, OH 44122

Email: rbryant@wtiservices.com

If to Ottawa County: Ottawa County Facilities Maintenance Department

12220 Fillmore St., Rm. 160

West Olive, MI 49460

Email: bupright@miottawa.org

- 23. 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.
- 24. 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.
- 25. 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.
- 26. Availability of Funds: Each payment obligation of the County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services performed herein, either party may terminate this Agreement at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time of the services that will or may be affected by the shortage of funds

#### 27. 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) 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.
- d) Anticipatory Breach: If the Contractor, 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 Contract has caused it to be executed on the date(s) indicated below.

**COUNTY OF OTTAWA** 

| By:   | _            |           |
|---|--------------|-----------|
| Joe Moss, Chairperson<br>Board of Commissioners |              | Date      |
| Ву:   |              |           |
| Justin F. Roebuck,<br>County Clerk/Register     |              | Date      |
| WEATHERPROOFING TECHNOLOGIES,                   | INCORPORATED |           |
| By: JK Milliken                                 |              | 1-19-2023 |
| Printed Name, Title                             |              | Date      |
| <u> </u>  |              |           |

Proposal for:

Exhibit A

## Ottawa County Fulton Street Roof Restoration











Submitted by:

Weatherproofing Technologies, Incorporated.

Part of the Tremco Construction Products Group
3735 Green Road

Beachwood, OH 44122 December 12, 2022

OMNIA Roofing & JOC R180903

WTI Proposal # 5051055

Building Life. Managed. www.tremcoroofing.com





December 12, 2022

Ottawa County 1111 Fulton Street Grand Heaven, MI 49417

**RE: Roof Restoration** 

Attn: Blake Upright

Weatherproofing Technologies, Inc. (WTI), part of Tremco Construction Products Group, is pleased to submit this proposal for the Roof Restoration work on the above mentioned building. We look forward to the possibility of working with you on this project.



Page 2 of 3



#### SCOPE OF WORK

- Wti to perform IR/diagnostic scan over entire roof surface to identify any wet insulation in the existing roof
- Remove and replace existing wet insulation
- ALL DRAIN RINGS WILL BE REMOVED FOR PROPER SEALING
  - o Inside of bowl will be cleaned and primed to accept the AG material
- Cut and repair loose flashing at wall areas and make repairs to open corners, flashing or seams as needed to make roofs watertight
- Remove existing walk pads.
- Pressure wash roof surface utilizing Rooftec
- Prime existing roof surface with AlphaGard WB Primer
- Coat roof with AlphaGard BIO Base and Topcoat fully reinforced including all flashing
- Install new Surface Mounted counter flashing at all exposed Termination Bar details
- Install new 3' Fibergrate walkways as discussed at job walk
- Install Fibergrate ladder and safety equipment as discussed at job walk
- Provide 20-year roof restoration warranty

#### **EXCLUSIONS:**

- 1. No Electrical, Mechanical or Plumbing costs are included in the Lump sum.
- 2. Deck Replacement, deck repair, and/or wood replacement is not included.

Services requested beyond the above scope of work shall be considered additional services. Separate or multiple cost opinions, if requested, shall be prepared at additional cost.

#### **CONDITIONES**:

- 1. Normal working hours Monday through Friday.
- 2. Barricades and signs along with traffic control protection will be provided as needed by the contractors.
- 3. Use of onsite parking for workers assumed during construction.
- 4. Use of building electric power and water assumed during construction.
- 5. Temporary restroom facilities have been proposed by contractors.
- 6. The use of a dumpster and mobile equipment for material handling have been proposed by contractors.

#### PROPOSED SCHEDULE & FEES

#### **SCHEDULE**

We will dedicate required manpower/resources to perform our services on a timely and responsive basis. For the Basic Scope of Work, we estimate Thirty (30) days construction time which will be scheduled from receipt of a purchase order.

Page 3 of 3



**NOTE**: Field work cannot be completed during inclement weather.

#### FEES:

Based on the abbreviated Scope of Work listed, we propose a total lump sum fee in the amount of: (One Hundred Ninety-Nine Thousand, Nine Hundred Eleven Dollars and Twenty-One Cents): \$199,911.21

We have included in the project costs all labor, materials, equipment and incidentals to complete the work as outlined in the specifications, including construction management, profit and overhead.

The lump sum pricing is based on access to certain areas such as parking lots or interior pathways to access roofs. Interior access will also need to be available to reach certain roof sections. A laydown area onsite, if available, would be used to store material and equipment.

In roof areas where mechanical equipment is prevalent, coordination with the Owners in house or Mechanical Contractor will be required as not to disconnect or shut down any equipment without permission.

This proposal is valid for sixty (60) days and does not include taxes. Owner to provide tax exempt certificate if applicable.

Please feel free to contact me if you have any questions.

Thank You,

#### Robert S Bryant

Robert S Bryant
Wti CM Development Manager
Part of the Tremco Construction Products Group
M. 618.402.9725
rbryant@wtiservices.com
3735 Green Road Beachwood, OH 44122
www.tremcoroofing.com



This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at http://www.tremcoroofing.com/fileshare/terms/TandCWTI.pdf), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI.

We appreciate the opportunity of being considered for these services. Should you have any questions about our proposal, please let us know.





#### WEATHERPROOFING TECHNOLOGIES, INC. CPN CONTRACT # R180903-315378



Effective Date: 10/01/2021

|             | CONFIDENTIAL                   |
|-------------|--------------------------------|
| Name        | OTTAWA COUNTY                  |
| Description | FULTON STREET ROOF RESTORATION |
| Quote #     | 5051055                        |
| Date        | 12.2.22                        |

This price is valid for 60 days. After that time, project conditions are subject to reassessment.

| Line Item # | Description  | Unit of Measure | ι  | Jnit Price | į    | Quantity   |    | Project           |
|-------------|--|-----------------|----|------------|------|------------|----|-------------------|
| 254700.000  | ALDUA CHARD DIO PACECOAT A C. D. A. C.I. KIT   | I/IT            | _  | 404.76     |      | 05         | Á  | Amount            |
|             | ALPHAGUARD BIO BASECOAT A & B 4 GL KIT   | KIT             | \$ | 494.76     |      | 85         | \$ | 42,054.60         |
|             | ALPHAGUARD BIO TOPCOAT- WHITE 3.1 GL KIT   | KIT             | \$ | 407.96     |      | 75         | \$ | 30,597.00         |
|             | ALPHAGUARD M-PRIME - 1 GL  | EA              | \$ | 81.59      |      | 1          | \$ | 81.59             |
|             | ALPHAGUARD WB PRIMER 5 GL  | EA              | \$ | 313.35     |      | 7          | \$ | 2,193.44          |
|             | GEOGARD PRIMER 5 GAL   | EA              | \$ | 611.07     |      | 1          | \$ | 611.07            |
|             | PERMAFAB 12" X 300' ROLL   | ROL             | \$ | 151.03     |      | 4          | \$ | 604.13            |
|             | PERMAFAB 40 X 324' ROLL  | ROL             | \$ | 457.44     |      | 13         | \$ | 5,946.67          |
|             | TREMSEAL PRO WHITE - 30 CTG/CS   | CS              | \$ | 378.45     |      | 1          | \$ | 378.45            |
|             | FG 16' LADDER & WALL MOUNT VEFR GRYUVCTG (NON-DISCOUNTAE   | EA              | \$ | 1,466.00   |      | 1          | \$ | 1,466.00          |
| FG505242.1  | FG 24" SAFETY GATE GRAY KIT (NON-DISCOUNTABLE)   | EA              | \$ | 543.00     |      | 1          | \$ | 543.00            |
| FG448902    | FG 24" WALK-THRU KIT 3'-6" HIGH VEFR GRY (NON-DISCOUNTABLE)  | EA              | \$ | 224.00     |      | 1          | \$ | 224.00            |
| FG5001020   | FG ROUND TUBE VEFR 1.9" x 0.2" GRAY (NON-DISCOUNTABLE)   | EA              | \$ | 200.00     |      | 8          | \$ | 1,600.00          |
| FG5041002   | FG SLIMLINE POST ASSEMBLY GRAY (NON-DISCOUNTABLE)  | EA              | \$ | 1,044.00   |      | 8          | \$ | 8,352.00          |
| FG5041202   | FG F POST ASSEMBLY GRAY (NON-DISCOUNTABLE)   | EA              | \$ | 876.00     |      | 12         | \$ | 10,512.00         |
| FG5045012   | FG RETURN ASSEMBLY GRAY (NON-DISCOUNTABLE)   | EA              | \$ | 56.00      |      | 12         | \$ | 672.00            |
| FG504701    | FG RAIL SPLICE ASSEMBLY (NON-DISCOUNTABLE)   | EA              | \$ | 57.00      |      | 6          | \$ | 342.00            |
| FG504801    | FG 90 DEG. SPLICE ASSEMBLY (NON-DISCOUNTABLE)  | EA              | \$ | 54.00      |      | 1          | \$ | 54.00             |
|             | Additional and occasional services Roofing supplies Discount off   | 1000000         |    |            |      |            |    | ese-careat 14000. |
| 48a         | Retail Price List  | % of Discount   |    | 13.2%      |      |            |    |                   |
|             |  |                 |    |            |      |            |    |                   |
| VA 224      | Roof Cleaning System   | SF              | \$ | 0.40       |      | 12,070     | \$ | 4,828.00          |
| 56          | Labor Rate for Roofer  | Per Hour        | \$ | 145.54     |      | 492        | \$ | 71,605.68         |
| VA 94       | Multiplier for roofs less than 20,000 square feet  | %               |    | 15%        | Ś    | 76.433.68  | \$ | 11.465.05         |
|             | group and the control of the state of the st | 10.00           |    |            | 100  | /          | т. | ,                 |
|             | 20 Year Replacement Warranty Over 10,000 Square Feet   |                 |    |            |      |            |    |                   |
| VA 238      | Inspections In Years 2, 5, 10 & 15   | SF              | \$ | 0.20       |      | 10,496     | \$ | 2,099.20          |
|             |  | 0.,             | ~  | 0.20       |      | 20,130     | ~  | 2,033.23          |
| FREIGHT PR  | EPAID & ADD:   |                 |    |            |      |            | \$ | 2,390.30          |
|             |  |                 |    |            |      |            | -  |                   |
| 57b         | Performance and payment bond - bonding rate (percent of project)   | Percent         |    | 0.65%      | \$   | 198,620.18 | \$ | 1,291.03          |
|             |  |                 |    | TOTA       | L PR | OJECT COST | \$ | 199,911.21        |
|             | *The pricing contained in this proposal is based in part on site-  |                 |    |            |      |            |    |                   |
|             |  |                 |    |            |      |            |    |                   |
|             | specific conditions and unique circumstances presented on each   |                 |    |            |      |            |    |                   |
|             | individual project as per Contract #180903.  |                 |    |            |      |            |    |                   |
|             |  |                 |    |            |      |            |    |                   |

Proposal for:

Exhibit B

Ottawa County James Street
Roof Restoration











Submitted by:

Weatherproofing Technologies, Incorporated.

Part of the Tremco Construction Products Group
3735 Green Road

Beachwood, OH 44122

December 12, 2022

OMNIA Roofing & JOC R180903

WTI Proposal # 5051056

Building Life. Managed. www.tremcoroofing.com





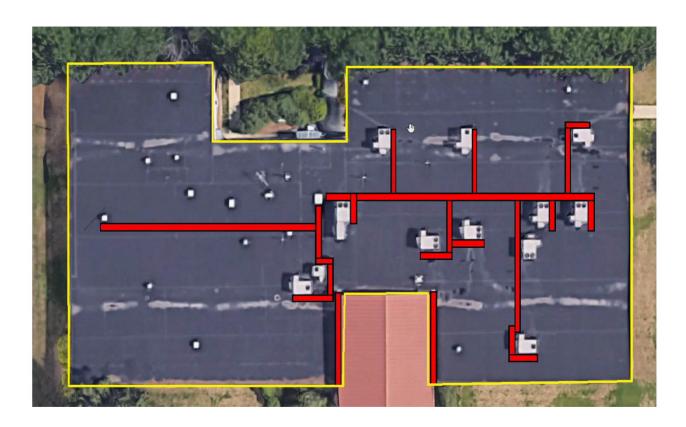
December 12, 2022

Ottawa County 12265 James Street Holland, MI 49424

**RE: Roof Restoration** 

Attn: Blake Upright

Weatherproofing Technologies, Inc. (WTI), part of Tremco Construction Products Group, is pleased to submit this proposal for the Roof Restoration work on the above mentioned building. We look forward to the possibility of working with you on this project.





#### SCOPE OF WORK

- Wti to perform IR/diagnostic scan over entire roof surface to identify any wet insulation in the existing roof
- Remove and replace existing wet insulation
- ALL DRAIN RINGS WILL BE REMOVED FOR PROPER SEALING
  - o Inside of bowl will be cleaned and primed to accept the AG material
- Cut and repair loose flashing at wall areas and make repairs to open corners, flashing or seams as needed to make roofs watertight
- Remove existing walk pads.
- Pressure wash roof surface utilizing Rooftec
- Prime existing roof surface with AlphaGard WB Primer
- Coat roof with AlphaGard BIO Base and Topcoat fully reinforced including all flashing
- Install new Surface Mounted counter flashing at all exposed Termination Bar details
- Install new 3' Fibergrate walkways as discussed at job walk
- Install Fibergrate perimeter railing and roof hatch safety equipment as discussed at job walk
- Provide 20-year roof restoration warranty

#### **EXCLUSIONS:**

- 1. No Electrical, Mechanical or Plumbing costs are included in the Lump sum.
- 2. Deck Replacement, deck repair, and/or wood replacement is not included.

Services requested beyond the above scope of work shall be considered additional services. Separate or multiple cost opinions, if requested, shall be prepared at additional cost.

#### **CONDITIONS**:

- 1. Normal working hours Monday through Friday.
- 2. Barricades and signs along with traffic control protection will be provided as needed by the contractors.
- 3. Use of onsite parking for workers assumed during construction.
- 4. Use of building electric power and water assumed during construction.
- 5. Temporary restroom facilities have been proposed by contractors.
- 6. The use of a dumpster and mobile equipment for material handling have been proposed by contractors.

#### PROPOSED SCHEDULE & FEES

#### SCHEDULE

We will dedicate required manpower/resources to perform our services on a timely and responsive basis. Full Time supervision will be supplied by For the Basic Scope of Work, we estimate Thirty (60) days construction time which will be scheduled from receipt of a purchase order.



**NOTE**: Field work cannot be completed during inclement weather.

#### FEES:

Based on the abbreviated Scope of Work listed, we propose a total lump sum fee in the amount of: (Five Hundred Fifty Ninety Thousand, Nine Hundred Eighty-Four Dollars and Eighty-Nine Cents): \$559,984.89

We have included in the project costs all labor, materials, equipment and incidentals to complete the work as outlined in the specifications, including construction management, profit and overhead.

The lump sum pricing is based on access to certain areas such as parking lots or interior pathways to access roofs. Interior access will also need to be available to reach certain roof sections. A laydown area onsite, if available, would be used to store material and equipment.

In roof areas where mechanical equipment is prevalent, coordination with the Owners in house or Mechanical Contractor will be required as not to disconnect or shut down any equipment without permission.

This proposal is valid for sixty (60) days and does not include taxes. Owner to provide tax exempt certificate if applicable.

Please feel free to contact me if you have any questions.

Thank You.

#### Robert S Bryant

Robert S Bryant
Wti CM Development Manager
Part of the Tremco Construction Products Group
M. 618.402.9725
rbryant@wtiservices.com
3735 Green Road Beachwood, OH 44122
www.tremcoroofing.com



This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at http://www.tremcoroofing.com/fileshare/terms/TandCWTI.pdf), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI.

We appreciate the opportunity of being considered for these services. Should you have any questions about our proposal, please let us know.





### WEATHERPROOFING TECHNOLOGIES, INC.

CPN CONTRACT # R180903-315382



Effective Date: 10/01/2021

|             | CONFIDENTIAL                         |
|-------------|--------------------------------------|
| Name        | OTTAWA COUNTY                        |
| Description | JAMES STREET BLDG A ROOF RESTORATION |
| Quote #     | 5051056                              |
| Date        | 12.1.22                              |

This price is valid for 60 days. After that time, project conditions are subject to reassessment.

| Line Item #                 | Description   | Unit of Measure | U  | Init Price | Quantity       |          | Project<br>Amount |
|-----------------------------|---|-----------------|----|------------|----------------|----------|-------------------|
| 351700 800                  | ALPHAGUARD BIO BASECOAT A & B 4 GL KIT                            | KIT             | \$ | 494.76     | 250            | \$       | 123,690.00        |
|                             | ALPHAGUARD BIO TOPCOAT- WHITE 3.1 GL KIT                          | KIT             | \$ | 407.96     | 195            | \$       | 79,552.20         |
|                             | ALPHAGUARD M-PRIME - 1 QT   | EA              | \$ | 81.59      | 1              | \$       | 81.59             |
|                             | ALPHAGUARD WB PRIMER 5 GL   | EA              | \$ | 313.35     | 21             | \$       | 6,580.31          |
| - CANODINA CON A            | GEOGARD PRIMER 5 GAL  | EA              | \$ | 611.07     | 1              | \$       | 611.07            |
|                             | PERMAFAB 12" X 300' ROLL  | ROL             | \$ | 151.03     | 7              | \$       | 1,057.22          |
| 0.1 0.000 0.000 0.000 0.000 | PERMAFAB 40 X 324' ROLL   | ROL             | \$ | 457.44     | 35             | \$       | 16,010.26         |
|                             | TREMSEAL PRO WHITE - 30 CTG/CS                                    | CS              | \$ | 378.45     | 2              | \$       | 756.90            |
|                             | FG MOLDED GRATING GRAY 1 1/2"-3' X 10' (NON-DISCOUNTABLE)         | EA              | \$ | 732.00     | 60             | \$       | 43,920.00         |
|                             | FG RUBBER CONNECTOR (NON-DISCOUNTABLE)                            | EA              | \$ | 7.75       | 180            | \$       | 1,395.00          |
|                             | FG RUBBER FEET FOR1-1/2"&2"MESH GRATING (NON-DISCOUNTAB           | EA              | \$ | 5.90       | 1,800          | \$       | 10,620.00         |
|                             | FG ROUND TUBE VEFR 1.9" x 0.2" GRAY (NON-DISCOUNTABLE)            | EA              | \$ | 274.00     | 10             | \$       | 2,740.00          |
|                             | FG SLIMLINE POST ASSEMBLY GRAY (NON-DISCOUNTABLE)                 | EA              | \$ | 1,149.00   | 9              | \$       | 10,341.00         |
|                             | FG F POST ASSEMBLY GRAY (NON-DISCOUNTABLE)                        | EA              | \$ | 964.00     | 14             | \$       | 13,496.00         |
|                             | FG RETURN ASSEMBLY GRAY (NON-DISCOUNTABLE)                        | EA              | \$ | 62.00      | 14             | \$       | 868.00            |
|                             | FG RAIL SPLICE ASSEMBLY (NON-DISCOUNTABLE)                        | EA              | \$ | 63.00      | 7              | \$       | 441.00            |
|                             | FG 90 DEG. SPLICE ASSEMBLY (NON-DISCOUNTABLE)                     | EA              | \$ | 60.00      | 2              | \$       | 120.00            |
| FG5041212                   | FG HATCH GUARD 30-36"X30-54"/GATE GRYFRP (NON-DISCOUNTAE          | EA              | \$ | 2,782.00   | 1              | \$       | 2,782.00          |
|                             | Additional and occasional services Roofing supplies Discount off  | ov 55: .        |    | 40.00/     |                |          |                   |
| 48a                         | Retail Price List   | % of Discount   |    | 13.2%      |                |          |                   |
| 1/4 224                     | D CCL : C :   |                 | _  | 0.40       | 20.055         | _        | 42 202 00         |
| VA 224                      | Roof Cleaning System Labor Rate for Roofer                        | SF              | \$ | 0.40       | 30,955         | \$       | 12,382.00         |
| 56                          | Labor Rate for Roofer   | Per Hour        | \$ | 145.54     | 1,128          | Ş        | 164,169.12        |
|                             | Roof inspection services (visual inspection of roofing            |                 |    |            |                |          |                   |
|                             | service/membrane, flashings, counterflashings, copings, parapets, |                 |    |            |                |          |                   |
|                             | trims, hatches, penetrations, curbs, roof-mounted equipment, etc. |                 |    |            |                |          |                   |
| 46g                         | with a written report of findings and recommendations             | Day             | \$ | 750.45     | 29             | Ś        | 21,763.05         |
| 408                         | with a written report of findings and recommendations             | Day             | ې  | 730.43     | 25             | ڔ        | 21,703.03         |
|                             | 20 Year Replacement Warranty Over 10,000 Square Feet              |                 |    |            |                |          |                   |
| VA 238                      | Inspections In Years 2, 5, 10 & 15                                | SF              | \$ | 0.20       | 30,955         | \$       | 6,191.00          |
| V// 250                     | inspections in routs 2, 3, 10 & 13                                |                 | Ψ  | 0,20       | 50,555         | <u> </u> | 0,232.00          |
|                             | Multiplier/factor to be applied to the                            |                 |    |            |                |          |                   |
| 48d                         | R.S. Means costs.   | % to be applied |    | 99%        | \$ 31,936.18   | \$       | 31,616.82         |
| 1.5.5                       |   |                 |    |            | <del>+</del> , | -        | ,                 |
|                             |   |                 |    |            |                |          |                   |
| FREIGHT PR                  | EPAID & ADD:  |                 |    |            |                | \$       | 5,183.95          |
|                             |   |                 |    |            |                |          |                   |
| 57b                         | Performance and payment bond - bonding rate (percent of project)  | Percent         |    | 0.65%      | \$ 556,368.49  | \$       | 3,616.40          |
|                             |   |                 |    | TOTAL      | PROJECT COST   | \$       | 559,984.89        |
|                             |   |                 |    |            |                | _        |                   |
|                             | *The pricing contained in this proposal is based in part on site- |                 |    |            |                | _        |                   |
|                             | specific conditions and unique circumstances presented on each    |                 |    |            |                |          |                   |
|                             | individual project as per Contract #180903.                       |                 |    |            |                |          |                   |
|                             | ,,  |                 |    |            |                |          |                   |
|                             |   |                 |    |            |                | _        |                   |

Proposal for:

## Exhibit C

## Ottawa County DHS Building Roof Restoration











Submitted by:

Weatherproofing Technologies, Incorporated.

Part of the Tremco Construction Products Group
3735 Green Road
Beachwood, OH 44122

December 12, 2022

OMNIA Roofing & JOC R180903

WTI Proposal # 5053246

Building Life. Managed. www.tremcoroofing.com





December 12, 2022

Ottawa County 12185 James Street Holland, MI 49424

**RE:** Roof Restoration

Attn: Blake Upright

Weatherproofing Technologies, Inc. (WTI), part of Tremco Construction Products Group, is pleased to submit this proposal for the Roof Restoration work on the above-mentioned building. We look forward to the possibility of working with you on this project.





#### SCOPE OF WORK

- Wti to perform IR/diagnostic scan over entire roof surface to identify any wet insulation in the existing roof
- Remove and replace existing wet insulation
- ALL DRAIN RINGS WILL BE REMOVED FOR PROPER SEALING
  - o Inside of bowl will be cleaned and primed to accept the AG material
- Cut and repair loose flashing at wall areas and make repairs to open corners, flashing or seams as needed to make roofs watertight
- Remove existing walk pads.
- Pressure wash roof surface utilizing Rooftec
- Prime existing roof surface with AlphaGard WB Primer
- Coat roof with AlphaGard BIO Base and Topcoat fully reinforced including all flashing
- Install new Surface Mounted counter flashing at all exposed Termination Bar details
- Install new 3' Fibergrate walkways as discussed at job walk
- Install Fibergrate perimeter railing and roof hatch safety equipment as discussed at job walk
- Provide 20-year roof restoration warranty

#### **EXCLUSIONS:**

- 1. No Electrical, Mechanical or Plumbing costs are included in the Lump sum.
- 2. Deck Replacement, deck repair, and/or wood replacement is not included.

Services requested beyond the above scope of work shall be considered additional services. Separate or multiple cost opinions, if requested, shall be prepared at additional cost.

#### **CONDITIONS**:

- 1. Normal working hours Monday through Friday.
- 2. Barricades and signs along with traffic control protection will be provided as needed by the contractors.
- 3. Use of onsite parking for workers assumed during construction.
- 4. Use of building electric power and water assumed during construction.
- 5. Temporary restroom facilities have been proposed by contractors.
- 6. The use of a dumpster and mobile equipment for material handling have been proposed by contractors.

#### PROPOSED SCHEDULE & FEES

#### **SCHEDULE**

We will dedicate required manpower/resources to perform our services on a timely and responsive basis. For the Basic Scope of Work, we estimate Thirty (30) days construction time which will be scheduled from receipt of a purchase order.



<u>NOTE:</u> Field work cannot be completed during inclement weather.

#### FEES:

Based on the abbreviated Scope of Work listed, we propose a total lump sum fee in the amount of: (One Hundred Ninety-Nine Thousand, Nine Hundred Twenty-Four Dollars and Thirty-Four Cents): \$199,924.34

We have included in the project costs all labor, materials, equipment and incidentals to complete the work as outlined in the specifications, including construction management, profit and overhead.

The lump sum pricing is based on access to certain areas such as parking lots or interior pathways to access roofs. Interior access will also need to be available to reach certain roof sections. A laydown area onsite, if available, would be used to store material and equipment.

In roof areas where mechanical equipment is prevalent, coordination with the Owners in house or Mechanical Contractor will be required as not to disconnect or shut down any equipment without permission.

This proposal is valid for sixty (60) days and does not include taxes. Owner to provide tax exempt certificate if applicable.

Please feel free to contact me if you have any questions.

Thank You.

#### Robert S Bryant

Robert S Bryant
Wti CM Development Manager
Part of the Tremco Construction Products Group
M. 618.402.9725
rbryant@wtiservices.com
3735 Green Road Beachwood, OH 44122
www.tremcoroofing.com



This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at http://www.tremcoroofing.com/fileshare/terms/TandCWTI.pdf), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI.

We appreciate the opportunity of being considered for these services. Should you have any questions about our proposal, please let us know.



Name Description Quote #

Date



### WEATHERPROOFING TECHNOLOGIES, INC. CPN CONTRACT # R180903-317578



Effective Date: 10/01/2021

| CONFIDENTIAL         |
|----------------------|
| OTTAWA COUNTY        |
| DHS ROOF RESTORATION |
| 5053246              |
| 11.30.22             |
|                      |

This price is valid for 60 days. After that time, project conditions are subject to reassessment.

| Line Item #   | Description  | Unit of Measure  | u  | Init Price | - 1  | Quantity   |          | Project<br>Amount |
|---------------|--|------------------|----|------------|------|------------|----------|-------------------|
| 351700 800    | ALPHAGUARD BIO BASECOAT A & B 4 GL KIT   | KIT              | \$ | 494.76     |      | 64         | \$       | 31,664.64         |
| 351710T800    | ALPHAGUARD BIO TOPCOAT- WHITE 3.1 GL KIT   | KIT              | \$ | 407.96     |      | 54         | \$       | 22,029.84         |
| 351680 817    | ALPHAGUARD M-PRIME - 1 QT  | EA               | \$ | 81.59      |      | 1          | \$       | 81.59             |
| 351675 805    | ALPHAGUARD WB PRIMER 5 GL  | EA               | \$ | 313.35     |      | 7          | \$       | 2,193.44          |
| 494105P       | GEOGARD PRIMER 5 GAL   | EA               | \$ | 611.07     |      | 1          | \$       | 611.07            |
| 230012R       | PERMAFAB 12" X 300' ROLL   | ROL              | \$ | 151.03     |      | 1          | \$       | 151.03            |
| 230004R       | PERMAFAB 4" X 300' ROLL  | ROL              | \$ | 57.29      |      | 1          | \$       | 57.29             |
| 290400        | PERMAFAB 40 X 324' ROLL  | ROL              | \$ | 457.44     |      | 9          | \$       | 4,116.92          |
| 876450 309    | TREMSEAL PRO WHITE - 30 CTG/CS   | CS               | \$ | 378.45     |      | 1          | \$       | 378.45            |
| FG264406      | FG MOLDED GRATING GRAY 1 1/2"-3' X 10' (NON-DISCOUNTABLE)  | EA               | \$ | 732.00     |      | 42         | \$       | 30,744.00         |
| FG790051      | FG RUBBER CONNECTOR (NON-DISCOUNTABLE)   | EA               | \$ | 7.75       |      | 135        | \$       | 1,046.25          |
|               | FG RUBBER FEET FOR1-1/2"&2"MESH GRATING (NON-DISCOUNTABL   | EA               | \$ | 5.90       |      | 1,350      | \$       | 7,965.00          |
|               | Additional and occasional services Roofing supplies Discount off   |                  |    |            |      |            |          |                   |
| 48a           | Retail Price List  | % of Discount    |    | 13.2%      |      |            |          |                   |
| VA 224        | Roof Cleaning System   | SF               | \$ | 0.40       |      | 9,950      | \$       | 3,980.00          |
| 56            | Labor Rate for Roofer  | Per Hour         | \$ | 145.54     |      | 398        | \$       | 57,924.92         |
| 10000000      | Multiplier for roofs less than 10,000 square feet  | %                | Υ  | 20%        | \$   |            | \$       | 12,380.98         |
|               |  |                  |    |            |      |            | 6        |                   |
|               | 20 Restoration Warranty Under 10,000 Square Feet Inspections In  |                  |    |            |      |            |          |                   |
| VA 239        | Years 2, 5, 10 & 15  | EA               | \$ | 4,000.00   |      | 1          | \$       | 4,000.00          |
| <i>y</i>      | Multiplier/factor to be applied to the   |                  |    |            |      |            | 2        |                   |
| 48d           | R.S. Means costs.  | % to be applied  |    | 99%        | Ś    | 18,836,18  | Ś        | 18.647.82         |
| 400           | 110.1111.0110.000.01   | 70 to be applied |    | 3370       | 7    | 10,030.10  | <u> </u> | 10,047.02         |
| EDFIGHT DD    | EPAID & ADD:   |                  |    |            |      |            | \$       | 1,055.75          |
| T KEIGITI F K | LI AID & ADD.  |                  |    |            |      |            | <u>,</u> | 1,055.75          |
| 57b           | Performance and payment bond - bonding rate (percent of project)   | Percent          |    | 0.65%      | \$   | 137,744.73 | \$       | 895.34            |
|               |  |                  |    |            |      |            |          |                   |
|               |  |                  |    | TOTAI      | . PR | OJECT COST | \$       | 199,924.34        |
|               | *The pricing contained in this proposal is based in part on site-  |                  |    |            |      |            |          |                   |
|               | specific conditions and unique circumstances presented on each individual project as per Contract #180903. |                  |    |            |      |            |          |                   |
|               |  |                  |    |            |      |            |          |                   |

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

(616) 738-4670

Fax (616) 738-4897

#### **VENDOR INSURANCE REQUIREMENTS / REQUEST**

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

#### WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation Limits

Employers' Liability Limits

\$500,000 Each Accident \$500,000 Each Employee

\$500,000 Aggregate Injury by Disease

#### COMMERCIAL GENERAL LIABILITY

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

There shall be no Products/Completed Operations or Contractual Liability exclusion.

The General Aggregate limit shall apply separately per location or project.

#### AUTOMOBILE (if applicable)

Residual Liability Limit \$1,000,000 Each Accident

Personal Injury Protection Michigan Statutory
Property Protection Michigan Statutory

#### PROFESSIONAL LIABILITY (if applicable)

Limit of Liability \$2,500,000 Aggregate Limit

Please provide a **certificate of insurance** detailing your coverage which meets the above requirements. These coverages shall protect the vendor, its employees, agents, representatives, and subcontractors against claims arising out of the work performed or products provided.

These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers.

The County of Ottawa and its officers, officials, employees, volunteers and agents are to be additional insureds as respects to the services provided under this agreement. This additional insured status shall not terminate after completion of the services. A certificate of insurance shall be provided and show the required limits, and the above-mentioned listed as additional insureds. A **30-day** notice is required in the event of coverage termination for any reason

Additional Insured Endorsement to the Commercial General Liability policy must accompany the certificate, OR the certificate must state that the General Liability policy includes a blanket additional insured provision on the primary basis for any entity required by contract or agreement to be an additional insured.

Please forward your evidence of insurance to; OTTAWA COUNTY PURCHASING, 12220 Fillmore St Rm 331, West Olive, MI 49460, purchasing@miottawa.org, Fax Number 616-738-4897

### **Letter of Transmittal**

Weatherproofing Technologies, Inc. 3735 Green Road Beachwood, Ohio 44122 (800) 852-6013

| То:          | Ottawa County Facilities Maintenance  Attn: Blake Upright  12220 Filmore St, Room 160 |  | Date: Project # & Name                     | 01/24/2023<br>5053246 - OTTAWA COUNTY                              |  |  |  |  |
|--------------|---|--|--|--|--|--|--|--|
|              | West Olive, MI 49460 Enclosed are:  | One (1) - Performan<br>One (1) - Payment B |  | Submittals   |  |  |  |  |
| These        | are Transmitted as C  | hecked Below:                              |  |  |  |  |  |  |
| ☐ As re      | our records<br>quested<br>eview and approval<br>ignature                              | ☐ Approved as submitte☐ Approved as noted  | ☐ Sul                                      | submit<br>bmit<br>turn   | copies for review<br>copies for distribution<br>corrected prints |  |  |  |
| <u>Remar</u> | <u>ks</u>   |  |  |  |  |  |  |  |
| TREMO        | CO DISTRIBUTION:  |  | By: Stepha<br>Title: Project<br>Telephone: | ofing Technolonie Bowers Administrator 216-514-7727 vers@wtiservic |  |  |  |  |

### **Document A312**<sup>TM</sup> – 2010

#### Conforms with The American Institute of Architects AIA Document 312

#### Performance Bond

Bond Number: 014250622

CONTRACTOR:

(Name, legal status and address)

Weatherproofing Technologies, Inc. 3735 Green Road Beachwood, OH 44122

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street Boston, MA 02116 State of Inc:

OWNER:

(Name, legal status and address) County of Ottawa 12220 Fillmore Street Room 331 West Olive, MI 49460

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONSTRUCTION CONTRACT** 

Date: January 19, 2023

Amount: \$199,924.34

Description: (Name and location)

DHS Building Roof Restoration, Holland, MI

BOND January 23, 2023 Date: (Not earlier than Construction Contract Date) Amount: \$199,924.34 Modifications to this Bond: None See Section 16 CONTRACTOR AS PRINCIPAL SURETY Company: (Corporate Seal) Company: (Corporate Seal) Weatherproofing Technologies, Inc. Liberty Mutual Insurance Company Signature: Signature: Name Jain Name Janine A. Kappen, Attorney-in-Fact And Title: And Title: (Any additional signatures appear on the last page of this Performance Bond)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Marsh

**OWNER'S REPRESENTATIVE:** 

(Architect, Engineer or other party:)

Marsh USA Inc. 70 Linden Oaks Rochester, NY 14625

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
  - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
  - the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
  - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 16 Modifications to this bond are as follows:

| (Space is provided below for additional sign CONTRACTOR AS PRINCIPAL Company: | natures of added pa<br>(Corporate Seal) | SURETY                             | ing on the cover page.)<br>(Corporate Seal) |
|---|---|------------------------------------|---|
| Signature: Name and Title: Address  |   | Signature: Name and Title: Address | -0  |

## **Document A312<sup>™</sup> – 2010**

#### Conforms with The American Institute of Architects AIA Document 312

| Payment Bond  | Bond Number:  | 014250622   |
|---|---|---|
| CONTRACTOR: (Name, legal status and address) Weatherproofing Technologies, Inc. 3735 Green Road Beachwood, OH 44122 | SURETY: (Name, legal status and principal place of busines Liberty Mutual Insurance Company 175 Berkeley Street Boston, MA 02116 State of Inc: MA | s)  |
| OWNER: (Name, legal status and address) County of Ottawa  |   | This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. |
| 12220 Fillmore Street Room 331 West Olive, MI 49460 CONSTRUCTION CONTRACT   |   | Any singular reference to<br>Contractor, Surety, Owner or<br>other party shall be considered<br>plural where applicable.                    |
| Date: January 19, 2023 Amount: \$199,924.34   |   |   |
| Description: (Name and location)  DHS Building Roof Restoration, Holland, MI  |   |   |
| BOND Date: January 23, 2023 (Not earlier than Construction Contract Date)   |   |   |
| Amount: \$199,924.34  |   |   |
| Modifications to this Bond:    None [   | See Section 18  |   |
| CONTRACTOR AS PRINCIPAL Company: (Corporate Seal) Weatherproofing Technologies, Inc. Signature:                     | SURETY Company: (Corporate Seal) Liberty Mutual Insurance of  | Cornpany  |
| Name Jaine Brink And Title: Treasurer (Any additional signatures appear on the last page of                         | Name And Title.  Janine A. Kappen, Att  | orney-in-Fact   |
| (FOR INFORMATION ONLY – Name, address and te<br>AGENT or BROKER:  | elephone) OWNER'S REPRESENTATIVE:   |   |

(Architect, Engineer or other party:)

Marsh USA Inc.

70 Linden Oaks Rochester, NY 14625

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
  - have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
  - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this bond, subject to the Owner's priority to use the funds for the completion of the work.
- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any

Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

- § 16.1 Claim. A written statement by the Claimant including at a minimum:
  - .1 the name of the Claimant:
  - 2 the name of the person for whom the labor was done, or materials or equipment furnished;
  - .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
  - .4 a brief description of the labor, materials or equipment furnished;
  - .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
  - .7 the total amount of previous payments received by the Claimant; and
  - .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to Furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of the Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

| § 17 If this Bond is issued for an agree shall be deemed to be Subcontractor an | ment between a Contr<br>d the term Owner sha | ractor and subcontractor, the  | e term Contractor in this Bond or. |
|---|--|--------------------------------|------------------------------------|
| § 18 Modifications to this bond are as t  | follows:                                     |                                |                                    |
|   |  |                                |                                    |
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|   |  |                                |                                    |
| (Space is provided below for additional s                                       | ignatures of added po                        | orties, other than those appea | uring on the cover page.)          |
| Company:  | (Corporate Seal)                             |                                | (Corporate Seal)                   |
|   |  |                                |                                    |
| Signature: Name and Title:  |  | Signature:Name and Title:      |                                    |
| Address   |  | Address                        |                                    |
|   |  |                                |                                    |
|   |  |                                |                                    |
|   |  |                                |                                    |
|   |  |                                |                                    |

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8204866

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

#### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Janine A. Kappen

Rochester state of New York each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

INSU

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044 Member, Pennsylvania Association of Notaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12, Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation -- The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneysinfact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surely bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

2023 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this January





Renee C. Llewellyn, Assistant Secretary



#### LIBERTY MUTUAL INSURANCE COMPANY

#### FINANCIAL STATEMENT — DECEMBER 31, 2021

| Assets   | Liabilities   |
|--|---|
| Cash and Bank Deposits \$2,234,770,744                 | Unearned Premiums                                     |
| *Bonds — U.S Government                                | Reserve for Claims and Claims Expense 25,279,158,493  |
| *Other Bonds   | Funds Held Under Reinsurance Treaties                 |
|  | Reserve for Dividends to Policyholders                |
| *Stocks  | Additional Statutory Reserve                          |
| Real Estate  | Reserve for Commissions, Taxes and                    |
| Agents' Balances or Uncollected Premiums 7,607,687,836 | Other Liabilities                                     |
| Accrued Interest and Rents                             | Total \$43,481,129,334                                |
|  | Special Surplus Funds \$178,192,363                   |
| Other Admitted Assets 14,076,622,575                   | Capital Stock   |
|  | Paid in Surplus 11,804,736,755                        |
|  | Unassigned Surplus 10,056,686,874                     |
| Total Admitted Assets <u>\$65,530,745,401</u>          | Surplus to Policyholders22,049,616,067                |
|  | Total Liabilities and Surplus <u>\$65,530,745,401</u> |



I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.

Assistant Secretary

TAMiholajewski.

<sup>\*</sup> Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

#### Action Request

Electronic Submission - Contract # 1817



Committee: BOARD OF COMMISSIONERS

Meeting Date: 2/16/2023

Vendor/3rd Party: MULTIPLE VENDORS Requesting Department: PUBLIC HEALTH

Submitted By: KRIS CONRAD

Agenda Item: COMMUNITY HEALTH NEEDS ASSESSMENT CONTRACT

#### Suggested Motion:

To approve the 2023 Memorandum of Understanding for the Community Health Needs Assessment contract and funding.

#### Summary of Request:

Since 2011, Corewell Health Zeeland Hospital, Holland Hospital, Trinity Health Grand Haven, United Way of Ottawa and Allegan Counties, Community Mental Health of Ottawa County, the Ottawa County Department of Public Health (OCDPH), and others have worked in partnership every three years to administer a Community Health Needs Assessment (CHNA) that helps identify local health needs. OCDPH acts as the coordinator and fiduciary for the CHNA process. More details are outlined in the attached Memorandum of Understanding. Completion of a CHNA every few years is a federal requirement for many healthcare organizations and is important for public health accreditation.

See Lisa Uganski or Derel Glashower for more information.

| Included in Budget: Yes |                         |
|-------------------------|-------------------------|
|                         | Included in Budget; Yes |

Action is Related to an Activity Which Is: Mandated

Action is Related to Strategic Plan:

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

Administration:

Recommended by County Administrator:

2/2/2023 4:51:56 PM

Committee/Governing/Advisory Board Approvál Date: FINANCE AND ADMINISTRATION: 2/7/2023

#### 2023 Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into between Community Mental Health of Ottawa County, Community SPOKE, United Way of Ottawa and Allegan Counties, Holland Hospital, Trinity Health Grand Haven, Corewell Health Zeeland Hospital, Ottawa County Department of Public Health, Ottawa Area Intermediate School District, and the Ottawa County Stop Child Abuse and Neglect (SCAN) Council ("collectively referred hereinafter as "the Partners").

#### A. PURPOSE AND SCOPE

This MOU outlines a collaborative project to conduct a county-wide Community Health Needs Assessment (CHNA) followed by a Community Health Improvement Plan (CHIP). The purpose of the project is to:

- To support a formal and comprehensive community health needs assessment process that will allow for a systematic review of health status in Ottawa County.
- To create an infrastructure that will permit easy dissemination of available data and enable a continued partnership.
- To create a community health profile report that will allow for prioritization of needs, informed decision making, resource allocation and collective action to improve health outcomes.
- Based on the findings of the CHNA, create a community-informed health improvement plan with identified priorities and objectives, for the purpose of guiding strategic collective action to improve health outcomes in Ottawa County.

#### B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

The Partners have a mutual interest in improved health outcomes for the individuals in their core service area. Through collaborative leadership, assessment and planning, each Partner will benefit by achieving their organizational goals and objectives in a more effective, efficient manner.

#### C. TERMS OF THE MOU

#### Responsibilities of all Partners:

- · Actively participate in the CHNA and CHIP Partner meetings.
- · Participate in CHNA process of collecting/providing health data.
- Provide contact information for Key Informants.
- · Distribute Key Stakeholder Survey and Underserved Resident Survey,
- Engage in the CHIP process and commit to incorporate one or more priorities and/or objectives into
  organization-level strategic plan and/or organization-level health improvement plan.
- Ensure all Partners are informed and involved in decision-making related to both the CHNA and CHIP process.
- · Agree to consensus-based decision making.
- Attend project planning meetings and share tasks.
- Share in the cost of conducting the CHNA and the CHIP as agreed upon at each step or committed to by contract.

#### No liability to Third Party:

As between the Partners, no Partner will have any liability to any third party of any Partner for any obligations set forth in or arising out of this MOU except as expressly agreed to by a Partner in a writing executed by an authorized representative of said Partner.

#### Indemnification:

Each Partner shall indemnify the other Partners and their directors, employees and agents against, and hold them harmless from, any and all liability, loss, or damages (including reasonable attorneys' fees) resulting from or arising out of the acts or omissions of the indemnifying Partner.

#### Responsibilities of the Ottawa County Department of Public Health:

- Coordinate the logistics associated with conducting the Ottawa County Behavioral Risk Factor Survey (BRFS), the Maternal Child Health (MCH) Assessment and the broader Ottawa County CHNA and the Ottawa County CHIP
- Provide oversight to the contractor(s); contractors may or may not be the same for the project components.
- Manage and house all raw data, with the exception of primary data planned to be collected in coordination with the OAISD
- Coordinate and facilitate CHNA and CHIP Partner meetings.
- · As needed, create Requests for Proposal for any project component.
- · Serve as fiduciary for the project contracts.
- Contribute \$31,575 to the project.
- · Adhere to the report requirements, including timelines, set on Addendum A to this MOU.

#### Responsibilities of Holland Hospital:

· Contribute \$31,575 to the project.

#### Responsibilities of Corewell Health Zeeland Hospital;

Contribute \$31,575 to the project.

#### Responsibilities of Trinity Health Grand Haven:

· Contribute \$31,575 to the project.

#### Responsibilities of the United Way of Ottawa and Allegan Counties:

- · Use CHNA data in the Health section of the United Way Community Assessment process.
- Pay for printing of the CHNA and CHIP Summary Reports.

#### Responsibilities of Community SPOKE:

 Coordinate and facilitate the use of the CHNA and CHIP among nonprofit organizations in Ottawa County, helping to address gaps and reduce unnecessary duplication.

#### Responsibilities of Community Mental Health of Ottawa County:

 Contribute \$3,000 for the purchase of incentives by the selected contractor for use with the Underserved Resident Survey component of the Community input and analysis piece of the CHNA project.

#### Responsibilities of Ottawa Area Intermediate School District:

- Contribute \$1,500 for the purchase of incentives by the selected contractor for use with the Underserved Resident Survey component of the Community input and analysis piece of the CHNA project.
- Contribute \$3,000 toward the Maternal Child Health (MCH) Assessment portion of the CHNA.

#### Responsibilities of OCDPH Community Health Services:

Contribute \$3,000 toward the MCH Assessment.

#### Responsibilities of Ottawa County SCAN Council:

Contribute \$2,000 toward the MCH Assessment.

#### D. TIMELINE

#### The following timeline has some built in flexibility.

Underserved Resident Survey Timeline
Questionnaire draft to CHNA Task Force
Questionnaire finalized
Begin enlisting area agencies/organizations to assist
Programming/testing online version (if applicable)

October 14, 2022 October 28, 2022 October 24, 2022 November 4, 2022

| 2.3 (2.3)  |                                       |
|--|---------------------------------------|
| Begin data collection  | November 7, 2022                      |
| Begin data entry   | December 12, 2022                     |
| Finish data collection   | August 31, 2023                       |
| Data cleaning/coding/tabulation/coding                                       | September 4, 2023                     |
| Dataset finalized  | September 18, 2023                    |
| Key Stakeholders Interviews Timeline   |                                       |
| Discussion guide draft to CHNA Task Force                                    | November 7, 2022                      |
| Discussion draft finalized   | November 21, 2022                     |
| Begin recruiting Key Stakeholders  | January 9, 2023                       |
| Begin interviews   | January 16, 2023                      |
| Begin transcription of interviews  | January 23, 2023                      |
| Finish interviews  | February 13, 2023                     |
| Finish transcription of interviews   | February 20, 2023                     |
| Van Informatio O. E. C   |                                       |
| Key Informants Online Survey Timeline  | B                                     |
| Questionnaire draft to CHNA Task Force                                       | December 16, 2022                     |
| Questionnaire finalized  | January 6, 2023                       |
| Programming/testing of questionnaire   | January 20, 2023                      |
| Begin data collection  | February 3, 2023                      |
| Finish data collection   | March 3, 2023                         |
| Data cleaning/coding/tabulation/coding                                       | March 10, 2023                        |
| Dataset finalized  | March 24, 2023                        |
| Population Health Data Tool Timeline   |                                       |
| Discuss data tool construction with CHNA Task Force                          | June 5, 2023                          |
| Begin building and populating database                                       | June 12, 2023                         |
| Database to CHNA Task Force for approval                                     | July 17, 2023                         |
| Database complete  | July 24, 2023                         |
| BRFS Timeline  |                                       |
| Questionnaire draft to CHNA Task Force                                       | January 6, 2023                       |
| Questionnaire finalized  | February 3, 2023                      |
| Programming/testing of questionnaire   | March 3, 2023                         |
| Begin data collection  | April 3, 2023                         |
| Finish data collection   | July 10, 2023                         |
| Data cleaning/coding/tabulation/coding                                       | July 24, 2023                         |
| Weighting and raking of dataset  | August 7, 2023                        |
| Final dataset sent to OCDPH  | August 28, 2023                       |
| Final Report Drafts  |                                       |
| COMPLETE AND FINAL REPORTS   | November 6, 2023<br>November 30, 2023 |
| E. ESTIMATED COSTS   |                                       |
| <ul> <li>2023 Behavioral Risk Factor Survey (N=1200; 112 Q's max)</li> </ul> | \$72,000                              |
| <ul> <li>2023 Community Health Needs Assessment</li> </ul>                   | \$47,300                              |
| <ul> <li>2023 Maternal Child Health Assessment</li> </ul>                    | \$25,000                              |
| <ul> <li>Gift cards for Underserved Resident Survey (300 x \$15)</li> </ul>  | \$4,500                               |
| 2024 Community Health Improvement Plan                                       |                                       |
| Printing CHNA & CHIP Infographic Reports                                     | \$15,000                              |
| Timing Chief & Chir linographic Reports                                      | \$800                                 |
| EST. TOTAL COST  | \$164,600                             |
|  |                                       |

Adeline Hambley

Health Officer
Ottawa County Department of Public Health

Date 1/18/23

#### Service Agreement between Multiple CHNA/CHIP Partners And The Ottawa County Department of Public Health February 2023

| SIGNATURE PAGE:                                 |      |   |
|---|------|---|
| COUNTY OF OTTAWA                                |      |   |
|   |      |   |
| Ву:   | _    |   |
| Joe Moss, Chairperson<br>Board of Commissioners | Date |   |
|   |      |   |
| By:   |      |   |
| Justin F. Roebuck, County Clerk/Register        | Date | = |

Executive Director Community Mental Health of Ottawa County

1/25/23

Brian Gaggin- And Hear

United Way of Ottawa and Allegan Counties

1-27-2023

Joe Bonello

VP of Nursing/CNO Holland Hospital

1/19/2023 Date

Signatory page for the 2023 CHNA/CHIP MOU

| 1.19.23 |
| Shelleye Yaklin | Date |

Trinity Health Grand Haven

Corewell Health Zeeland Hospital

Signatory page for the 2023 CHNA/CHIP MOU

Paula Schuiteman-Bishop
Paula Schuiteman-Bishop

Paula Schuiteman-Bishop

VP, Healthier Community Operations

Patrick Cisler

Executive Director Community SPOKE January 19, 2023

Date

| Dr. Kyle Mayer                           |            |
|--|------------|
| C3B393E7B3A7E5E4F82182512A9E2BFD         | 01/26/2023 |
| Dr. Kyle Mayer<br>Superintendent         | Date       |
| Ottawa Area Intermediate School District |            |

| Leigh Moerdyke                 |           |
|--------------------------------|-----------|
|                                | 1/23/2023 |
| Leigh Moerdyke<br>Arbor Circle | Date      |
| Ottawa SCAN Council            |           |

## ADDENDUM A REPORT REQUIREMENTS AND REPORT TIMELINE FOR OTTAWA COUNTY DEPARTMENT OF PUBLIC HEALTH

#### Report Requirements

- · Clear description of the community assessed through primary and secondary research activities
- · Collaborative/community definition of minority groups for the respective region
- Chronic diseases and primary health needs included in the final report and when possible, stratified by insurance status, income status, and minority population (as defined by the community)
- Health Care Resources: Minimally, Health Resources and Services Administration (HRSA) data on health professionals and facilities in defined community, and community asset mapping results
- · Clear documentation on the primary and secondary research activity methods and responses
- Clear documentation of the process and method used to prioritize the significant health needs (defined as the 3-5 final, prioritized needs of the community)
- Clear documentation of the process used for consulting with persons representing the community's interest and documentation of who was involved. Those involved must include:
  - At least one state, local, tribal, or regional governmental public health department (or equivalent department or agency), or a State Office of Rural Health described in Section 338J of the Public Health Services Act, with knowledge, information, or expertise relevant to the health needs of the community.
  - Members of medically underserved, low-income, and minority populations in the community served by the hospital facility, or individuals or organizations serving or representing the interests of these populations.

#### Timeline

|   | Due Date          |
|---|-------------------|
| 2022  |                   |
| Contract Finalized (including research activities, report needs, itemized budget) | January 1, 2023   |
| 2023  |                   |
| 3-5 Significant Health Needs Identified   | November 15, 2023 |
| 2024  |                   |
| CHNA Report   | March 1, 2024     |
|   |                   |

#### **Action Request**

Electronic Submission - Contract # 1814



Committee: BOARD OF COMMISSIONERS

Meeting Date: 2/16/2023

Committee/Governing/Advisory Board Approval Date: 2/7/2023

Vendor/3rd Party: PIONEER RESOURCES

Requesting Department: DEPARTMENT OF STRATEGIC IMPACT

Submitted By: PAUL SACHS

Agenda Item: PIONEER RESOURCES TRANSPORTATION CONTRACT

#### Suggested Motion:

To approve the Specialized Services Public Transportation Subcontract Agreement with Pioneer Resources.

#### **Summary of Request:**

This contract is for a pass-through grant. Ottawa County receives a Michigan Department of Transportation (MDOT) grant which is then paid to our two third-party transportation vendors (Georgetown Senior Center and Pioneer Resouces). The fully executed MDOT Master Agreement and FY2023 Project Authorization are also included in the packet.

| Financial Information:           |                                      |                               |
|----------------------------------|--------------------------------------|-------------------------------|
| Total Cost: \$128,139.00         | General Fund Cost: \$0.00            | Included in Budget: Yes       |
| If not included in Budget, recom | mended funding source:               | •                             |
| Action is Related to an Act      | ivity Which Is: Non-Mandated         |                               |
| Action is Related to Strateg     | gic Plan:                            |                               |
| Goal 2: To Contribute to the Lo  | ng-Term Economic, Social and Enviror | nmental Health of the County. |
|                                  |                                      |                               |
| Administration:                  | 11/2                                 |                               |
| Recommended by County Adm        | Inistrator: //////// 2/3/2023        | 10:26:35 AM                   |

## SPECIALIZED SERVICES PUBLIC TRANSPORTATION SUBCONTRACT AGREEMENT

#### The County of Ottawa and Pioneer Resources

| THIS CONTRA        | CT is made and entered into the | his 9th     | _ day of _January  | ,2              | 2023       |
|--------------------|---------------------------------|-------------|--------------------|-----------------|------------|
| by and between the | ne County of Ottawa (hereinaf   | ter referre | ed to as the AGENC | Y), and Pioneer | Resources, |
| (hereinafter refer | red to as the SUB RECIPIENT     | .).         |                    |                 |            |

#### SECTION 1. DEFINITIONS

As used in this Contract:

**AGENCY** – Means the County of Ottawa which is receiving funds from the MICHIGAN DEPARTMENT OF TRANSPORTATION under the SPECIALIZED SERVICES Program.

**DEPARTMENT** – Means the MICHIGAN DEPARTMENT OF TRANSPORTATION.

**SUB RECIPIENT** – Means PIONEER RESOURCES, which will purchase or provide transit services with funds received under this Contract.

**PROJECT** – Means the funded activities detailed in SECTION 2. PURPOSE.

**SERVICE OPERATIONS** – Means Funding Rate: \$1.20/Mile provided transportation under this Contract, as listed in SECTION 2. PURPOSE.

**STATE** – Means the State of Michigan.

**PRIME CONTRACT** – Means the Project Authorization agreement 2022-0121(P2) between Ottawa County and the Michigan Department of Transportation.

#### **SECTION 2. PURPOSE**

The purpose of this contract is to provide countywide, demand-response public transportation primarily for elderly persons and persons with disabilities excluding service within the existing transit service areas of Grand Haven and Holland.

#### **SECTION 3. THE AGENCY SHALL:**

a. The AGENCY agrees to prepare and furnish to the DEPARTMENT quarterly operating assistance reports via the Public Transportation Management System (PTMS).

- b. Pay to the SUB RECIPIENT, the State funds designated for the relevant transit service within thirty (30) days of receipt from the DEPARTMENT. The AGENCY's maximum payment to the SUB RECIPIENT for transit services is \$128,139 invoiced on a quarterly basis at \$1.20 per mile. The maximum payment to the SUB RECIPIENT in any quarter will be 25% of the \$128,139 FY 2023 total.
- c. Notify the SUB RECIPIENT within seven (7) days of receipt of any written requests for information by the DEPARTMENT, or restrictions required by the DEPARTMENT, concerning the transit service.
- d. Inform the SUB RECIPIENT of any transit services changes, or changes in the State or Federal law or programs known to the AGENCY, which could impact the transit services being provided by the SUB RECIPIENT.

#### **SECTION 4. THE SUB RECIPIENT SHALL:**

- a. Purchase or provide transit services as described in SECTION 2 and as approved for funding by the DEPARTMENT.
- b. Use the DEPARTMENT'S current "Specialized Services Manual" dated November 1, 2019; attached hereto, and made a part hereof, to complete and submit to the AGENCY, the quarterly reports required by the DEPARTMENT within thirty (30) days after the end of each state fiscal year quarter. SUB RECIPIENT shall use the "Operating Report Authorization" form attached hereto, when submitting quarterly reports to the AGENCY. SUB RECIPIENT is responsible for the accuracy of the information reported to the AGENCY.
- c. Establish and maintain books, records, documents, and other accounting records in accordance with generally accepted accounting principles.
- d. Permit the AGENCY or the DEPARTMENT to audit all data and records relating to the transit service financed in part or in whole by the PROJECT, and to inspect all equipment used in part or in whole by the PROJECT. The SUB RECIPIENT shall retain and allow access to all data and records pertaining to this contract until three (3) years after the final payment by the DEPARTMENT.
- e. Inform the AGENCY of any event which may have significant potential impact on the transit service, its control, or cost.
- f. Cooperate with AGENCY, other SUB RECIPIENTS, and other service providers in coordinating transportation services.
- g. Shall carry and maintain, as a minimum, insurance as detailed in Attachment "C" dated December 9, 2016; attached hereto, and made a part hereof, if vehicles are being operated for the purposes of providing transit services funded under this contract.
- h. The SUB RECIPIENT agrees and warrants that it will not allow any encumbrance, lien, security interest, mortgage, or any evidence of indebtness to attach to, or be perfected

- against, any PROJECT equipment until all of its duties, obligations, and responsibilities are satisfied.
- i. The SUB RECIPIENT, in the performance of this agreement, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the State of Michigan, Department of Labor, of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158.

#### **SECTION 5. IT IS FURTHER AGREED THAT:**

- a. Neither the AGENCY nor the SUB RECIPIENT shall alter the transit service described in the AGREEMENT, and as approved for funding by the DEPARTMENT, without the written approval of the DEPARTMENT.
- b. The SUB RECIPIENT agrees to repay any funds overpaid by the AGENCY.
- c. If the DEPARTMENT reduces the payment to the AGENCY, the AGENCY will accordingly reduce the payment to the SUB RECIPIENT.
- d. Funding is contingent upon final execution of the AGENCY's Project Authorization, MDOT Contract number 2022-0121(P2) and final execution of this Subcontract.
- e. This Contract shall be governed by the laws of the State as set forth in the Master Agreement, MDOT Agreement Number 2022-0121. All terms and conditions included in the Master Agreement are incorporated in this Subcontract, and in the event of a conflict, the Master Agreement shall prevail.

#### SECTION 6. COMPONENT PARTS OF THIS CONTRACT

This Contract consists of this agreement and the following component parts, which are incorporated by reference and made part of this Contract even if not attached hereto:

- 1. Attachment A Specialized Services Manual, effective November 1, 2019
- 2. Attachment B Prohibition of Discrimination in State Contracts, dated June, 2011
- 3. Attachment C Insurance Requirements, dated December 9, 2016
- 4. Attachment D Operating Report Authorization

#### **SECTION 7. TERM OF CONTRACT**

This AGREEMENT shall be in effect from the date of OCTOBER 1, 2022 TO SEPTEMBER 30, 2023.

#### **SECTION 8. INDEMNIFICATION**

In addition to any policy of insurance and the protection afforded thereby, the SUB RECIPIENT agrees to indemnify and save harmless the AGENCY, the DEPARTMENT, and the State of Michigan and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the SUB RECIPIENT in connection with the SUB RECIPIENT's performance of the PROJECT, and
- b. From any and all claims for injuries to, or death of, any and all persons, for loss of or damage to property, from environmental damage or degradation, and from attorney fees and related costs arising out of, under, or by reason of this Contract, except claims resulting from the sole negligence or willful acts or omissions of the AGENCY, the DEPARTMENT, or the State of Michigan.

COUNTY OF OTTAWA

The AGENCY shall not be subject to any obligations or liabilities by contractors of the SUB RECIPIENT or their subcontractors or any other person that is not a party to the Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or solicitation thereof.

#### SECTION 9.

Witnesses.

In witness hereof, the parties hereto have caused this contract to be executed.

| Withesses. | COUNTRY  |  |
|------------|--|--|
|            | By:  Joe Moss, Chairperson  Board of Commissioners |  |
|            | By:  |  |
| Witnesses: | PIONEER RESOURCES                                  |  |
|            | By: L Brithuis  Jill Bonthuis, Executive Director  |  |

#### ATTACHMENT A



## SPECIALIZED SERVICES MANUAL

#### OFFICE OF PASSENGER TRANSPORTATION

EFFECTIVE as of 11/01/19

#### ACRONYMS/DEFINITIONS

Act 51 Act 51 of Public Acts of 1951, as amended.

Annual Application Section 10(e)6-10 of Act 51 requires the department to annually

approve transportation services provided to Elderly persons and persons with disabilities under Section 10(e)(4)(c)(i) of Act 51.

CTF Comprehensive Transportation Fund.

FTA Federal Transit Administration.

OAR Operating Assistance Report

MDOT/OPT Michigan Department of Transportation/Office of Passenger

Transportation.

PTMS Public Transportation Management System.

R&E Manual Local Public Transit Revenue and Expense Manual, promulgated

annually. This manual can be located at:

http://www.michigan.gov/mdotopt. Find the "Resources" box and

click on "Audit/Accounting Information."

Specialized Services

Recipient

Has a project authorization with MDOT/OPT for Specialized

Services funds.

**Specialized Services** 

Subrecipient

Has a third-party contract with a Specialized Services Recipient

for Specialized Services funds.

Unlinked Passenger

Trip

Passengers are counted each time they board vehicles no matter

how many vehicles they use to travel from their origin to their

destination.

#### SPECIALIZED SERVICES PROGRAM

The Specialized Services Program provides operating assistance for transportation services primarily for Elderly persons and persons with disabilities. The service to be provided is based on an annual application approved by OPT. The Specialized Services Recipients and Subrecipients are reimbursed per mile or per one-way unlinked passenger trip up to the contract maximum. The Specialized Services Program is funded with state and local funds, no federal funds.

This Manual identifies Specialized Services data that must be reported quarterly on the PTMS. Quarterly OARs are due 40 days after the end of each quarter. Payment of Specialized Services funds are made upon the receipt and approval of the OAR.

#### ELIGIBILITY REQUIREMENT

Only the service provided in accordance with the annual application approved by OPT is eligible for reimbursement under this program:

- Service that is targeted to all elderly persons and persons with disabilities in the service area.
- Service supported by the local coordinating committee and transit agency in a coordination plan.
- Service that does not duplicate or replace existing services funded from other sources.
- Service within the legal service area with proper authority.

The following are ineligible for reimbursement under this program:

- Funds for capital equipment.
- Service or method of providing service is unidentified.
- Service primarily for delivering "Meals-on-Wheels".
- Service using personal cars (except for volunteer drivers).

#### DIFFERENT TYPES OF SERVICE

Services can generally be classified as being: (1) agency personnel providing service with agency vehicles, (2) volunteer drivers providing service with agency vehicles, and/or (3) volunteer drivers providing service with personal vehicles.

Services utilizing volunteer drivers are eligible for reimbursement if the volunteer driver has:

- A valid driver's license.
- Been licensed for the past five years with no moving violations within the last two years.
- Provided a ride that is not for emergency medical reasons.

If the volunteer driver uses his/her own personal vehicle, the additional volunteer driver requirements are:

- The private car must be in a safe operating condition and owned by the volunteer driver.
- The driver has notified their insurance company that vehicle will be used for this service.

#### REPORTING "AGENCY" VERSUS "VOLUNTEER"

The PTMS has two columns in which to report Specialized Services data. One column is labeled "Agency" and the other column is labeled "Volunteer." Service provided with agency vehicles should be reported in the "Agency" column, whether or not the driver is paid or a volunteer. Only service provided using personal vehicles should be reported in the "Volunteer" column.

#### NONFINANCIAL PTMS CODES

**610 Vehicle Hours,** but not volunteer driver hours for service provided using the driver's personal vehicle. Total hours used to operate the Specialized Services Program (e.g., drivers' time behind the wheel, drivers' time doing pre-trip inspection, drivers' time driving deadhead miles). "Deadhead" is the travel time and mileage before the passenger is picked up and after the passenger is dropped off.

This code is only used by Transit Agencies that: (1) are required to report revenues and expenses in accordance with the R&E Manual, and (2) use Vehicle Hours to allocate costs.

- **611 Vehicle Miles.** Total miles traveled by vehicles for the Specialized Services Program including deadhead miles and miles associated with purchased transportation service.
- **615 Unlinked Passenger Trips Regular**. The number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination. Include all passengers except those described in 616 Elderly, 617 Persons with Disabilities, and 618 Elderly Persons with Disabilities.
- **616 Unlinked Passenger Trips Elderly.** Number of passengers 65 years of age or older who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination. The age limit defining "elderly" may be lower under local option.
- **617 Unlinked Passenger Trips Persons with Disabilities.** Number of passengers not defined as 616 Elderly and who have a physical or mental impairment that substantially limits one or more of the major life activities of the individual who board public transportation vehicles.

Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.

**618** Unlinked Passenger Trips - Elderly Persons with Disabilities. Number of passengers who meet the definition of both 616 - Elderly and 617 - Persons with Disabilities who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination. Passengers counted here should not be counted under 616 and 617.

**655** Total Demand-Response Vehicles. The number of agency and/or subrecipient owned vehicles purchased with MDOT and/or FTA funds used for the Specialized Services Program. Vehicles operated by other agencies through a purchase-of-service agreement or vehicles funded through other sources should not be included in this count.

Note: The number of vehicles in the PTMS vehicle inventory will not necessarily match the number of vehicles reported in 655 Total Demand-Response Vehicles.

**656 Demand-Response Vehicles with Lifts.** The number of vehicles included in 655 that are equipped with a lift or a ramp.

#### COST ALLOCATION REQUIREMENTS

A cost allocation plan (CAP) methodology may have to be submitted to MDOT/OPT for approval for: (A) agency personnel providing service with agency vehicles, and (B) volunteer drivers providing service with agency vehicles. No CAP methodology needs to be submitted for volunteer drivers providing service with personal vehicles.

For (A) and (B) listed above, you need a CAP methodology if:

- You are a Recipient or Subrecipient of Specialized Services funds <u>and</u> other CTF operating funds (e.g. State Operating Assistance, Job Access/Reverse Commute) and provide service under the Specialized Services program.
  - If the CAP methodology is based on hours, then hours must be reported in 610 Vehicle Hours.
  - If you receive State Operating Assistance, your annual audit should include the revenue and expenses allocated to the Specialized Services Program (this is required in the Audit Guide for Transportation Authorities.
- You are a Recipient of Specialized Services funds and State Operating Assistance funds and don't provide the Specialized transit services – all of the Specialized Services funds are provided to Subrecipients. The CAP methodology must state:
  - (1) whether or not the Specialized Services funds are expensed on your books, and
    - (2) that none of the program funds are used to pay any of your administrative costs.

For (A) and (B) listed above, you do not need a CAP if:

- You are a Recipient or Subrecipient of Specialized Services funds and do not receive any other CTF operating funds (e.g. State Operating Assistance, Job Access/Reverse Commute).
- You are a recipient of State Operating Assistance and you provide service for a Subrecipient of Specialized Services funds.
  - Instead of allocating costs, you must subtract out the revenue received from the Specialized Services Subrecipient as an ineligible expense in code 55004 Other Ineligible State Contracts on your Regular Service OAR (please refer to the R&E Manual).

If you are not sure if you need an OPT approved cost allocation plan, please contact your OPT Project Manager.

#### SEEK ASSISTANCE FROM OPT WHENEVER NECESSARY

If you have any questions, please contact your OPT Project Manager or visit our website at <a href="http://michigan.gov/mdotopt">http://michigan.gov/mdotopt</a>.

## ATTACHMENT B PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

- 1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
- 2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
- 3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- 5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
- 6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

- 7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
- 8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
- 9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

#### EXHIBIT C INSURANCE REQUIREMENTS

All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable insurance (including self-insurances) carried by the STATE. The AGENCY also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

The AGENCY will comply with the following insurance requirements as applicable:

#### 1. Vehicle Insurance

- a. Motor vehicle insurance as required by P.A. 218 of 1956, as amended by P.A. 294 of 1972, the Michigan No-Fault Insurance Law.
  - i. Personal Protection Insurance as required by MCL 500.3101(1).
  - ii. Property Protection Insurance as required by MCL 500.3101(1).
  - iii. Residual Liability Insurance as required by MCL 500.3101(1).
  - iv. Self-insurance may be utilized provided the appropriate coverage, limits, and Secretary of State certification is provided. A One Million Dollar (\$1,000,000) minimum per occurrence limit should be carried.
  - v. The coverage specified above will be in the minimum combined single limit amount of One Million Dollars (\$1,000,000) per occurrence.
- b. Collision coverage as provided in P.A. 218 of 1956, MCL 500.3037 and comprehensive coverage as provided in P.A. 218 of 1956, MCL 500.2102 shall be carried. Both collision coverage and comprehensive coverage will be for the actual cash value of the vehicle. The amount of deductible for collision coverage and comprehensive coverage will be determined by the AGENCY and will be payable by the AGENCY. The AGENCY with prior STATE approval may self-insure the collision and comprehensive coverage.
- c. The coverage specified above will name the AGENCY and the STATE as the insured.
- 2. Facility and/or Equipment Insurance (Non-vehicle) and Bonds
  - a. Insurance During the term of this Agreement, the AGENCY will:

- i. Keep all buildings, improvements, and equipment in, on, or appurtenant to the transportation facility or premises at the commencement of construction and thereafter, including all alterations, building, rebuilding, replacements, changes, additions, and all improvements, insured against loss, and all perils, in an amount not less than ninety percent (90%) of the full replacement value. The AGENCY will be responsible for the payment of any deductible. The AGENCY will maintain an annual inventory of all equipment purchased under this Agreement with current dollar values.
- ii. Provide Commercial General Liability Insurance covering all operations by or on behalf of the AGENCY against claims for personal injury (including bodily injury and death) and property damage in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) general aggregate.

#### b. Bonds

The AGENCY will require the successful bidder to procure and deliver to the AGENCY a Performance Bond and a Lien Bond each in an amount equal to the Agreement price, underwritten by a surety licensed to do business in Michigan, naming the AGENCY as the obligee. Such bonds will be delivered to the AGENCY prior to any construction work being performed.

#### ATTACHMENT D

## Ottawa County Planning and Grants Department FY 2020 Specialized Services Grant

#### **Pioneer Services Quarterly Operating Report**

#### Quarter 4

July 1 - September 30

| Passenger Type            | RIDES  |
|---------------------------|--------|
|                           |        |
| Elderly with Disabilities | 1,654  |
| Person with Disabilities  | 188    |
|                           |        |
| TOTAL RIDES               | 1,842  |
| Total Vehicle Miles       | 19,614 |

NOTE: By placing your signature on this document, you hereby authorize the figures to be valid and accurate.

Tina Hawley, Transportation Director

Date

Date: September 15, 2022

Agreement No.: 2022-0121

Authorization No.: P2

Job No.: 217086NI

# PROJECT AUTHORIZATION OTTAWA COUNTY BOARD OF COMMISSIONERS FY 2023 SPECIALIZED SERVICES OPERATING ASSISTANCE PROGRAM

This information is required by the Michigan Department of Transportation (MDOT) in order to record agreement of utilization of funds. The funds shall be used by the AGENCY in accordance with the above referenced Master Agreement.

Authorization Effective Date: October 1, 2022
Authorization Expiration Date: September 30, 2023

The AGENCY shall enter into contracts with all parties listed in this PROJECT AUTHORIZATION. An executed copy of these third party contracts must be submitted to MDOT.

In accordance with Section 10 of the Agreement, the dollar amount for third party contracts as identified in COMMISSION policy is \$100,000. All agencies that are not self certified must submit third party contracts over \$100,000 to MDOT for approval before payments will be processed. Please refer to Section 10 of the Agreement for competitive bidding requirements.

Payments will be based upon all eligible expenses and will be paid each quarter contingent upon receipt of any outstanding reports from the previous quarter as required.

The AGENCY agrees to prepare and furnish to MDOT quarterly operating assistance reports via the Public Transportation Management System (PTMS). Said reports are due within forty (40) days after the end of each fiscal year quarter. Instructions for preparing the report are available in the "Specialized Services Manual." The manual is available on the web at <a href="https://www.michigan.gov/mdotptd">www.michigan.gov/mdotptd</a> by locating the resources box on the home page and opening the item listed "Audit/Accounting Information."

| Line<br><u>No.</u> | Agency/Subrecipient | Activity<br><u>Code</u> | Funding<br><u>Rate</u> | Maximum<br><u>Funding</u> |
|--------------------|---------------------|-------------------------|------------------------|---------------------------|
| 1                  | Georgetown Seniors  | 898                     | \$4.07/passenger       | \$ 56,326                 |
| 2                  | Pioneer Resources   | 898                     | \$1.20/mile            | 128,139                   |
|                    | Total               |                         |                        | \$184,465                 |

Ottawa County BOC Agreement No.: 2022-0121

Authorization No.: P2

Job No.: 217086NI Page: 2 of 2

**Funding source:** 

2023/65150/1120 \$184,465 (S) PRF No.: 2023-124

#### OTTAWA COUNTY BOARD OF COMMISSIONERS

Users, Joe Moss Moss

Digitally signed by Users, Joe

Date: 2023.01.23 12:50:11 -05'00'

Signature

Users, Justin Roebuck Roebuck

Digitally signed by Users, Justin

Date: 2023.01.20 12:22:51 -05'00'

Signature

#### MICHIGAN DEPARTMENT OF TRANSPORTATION

Jean Ruestman ON: CN = Jean Ruestman ernall = ruestmanj@michigan.gov C = US O = State of Michigan Oate: 2023.01.25 20:06:44 -05'00'

Digitally signed by: Jean Ruestman

Title: Department Director Michigan Department of Transportation

AWARD DATE

Jan. 25, 2023

Michigan Department of Transportation

# MICHIGAN DEPARTMENT OF TRANSPORTATION

# OTTAWA COUNTY BOARD OF COMMISSIONERS

# **MASTER AGREEMENT FOR**

# PUBLIC TRANSPORTATION PROJECTS

This Agreement is made and entered into between the Michigan Department of Transportation (MDOT) and Ottawa County Board of Commissioners (AGENCY).

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Appendix A - Prohibition of Discrimination in State Contracts

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Appendix C - Assurances That Recipients and Contractors Must Make

# 1. **DEFINITIONS**

AWARD - Means the FEDERAL grant money and/or State grant money paid by MDOT through the PROJECT AUTHORIZATION.

COMMISSION - Means the Michigan State Transportation Commission.

COORDINATING - Means a group of local human services agencies representing Specialized Services interests.

COST/EXPENSE - Means the amount to be paid through the PROJECT AUTHORIZATION. The term "cost" implies a one-time event such as a purchase, while the term "expense" implies ongoing payments such as salaries and wages, fuel, utilities, etc. This Agreement covers both capital purchases and operating programs and attempts to use the terms within their definitions.

DIRECT RECIPIENT - Means an agency that receives FEDERAL funds directly.

RECIPIENT

FEDERAL - Means the United States Department of Transportation,

Federal Transit Administration (FTA) and/or Federal

Highway Administration (FHWA).

FEDERAL AWARD - Means the FEDERAL grant money paid by the federal

government directly to the AGENCY.

FORMULA - Means a recipient of funds pursuant to Section 10e(4) of

Public Act 51 of 1951, as amended.

LOCAL OR

REGIONAL

ALLOCATION

COMMITTEE

- Means a group of metropolitan planning agencies, local road commissions, transit agencies, cities, and/or villages, as required, that allocates funds among eligible entities.

PART 200 - Means the Code of Federal Regulations Title 2 - Grants and Agreements, Subtitle B, Chapter XII, Part 200 -

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which

applies to DIRECT RECIPIENTS.

PART 1201

- Means the Code of Federal Regulations Title 2 – Grants and Agreements, Subtitle B, Chapter XII, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, by which

the United States Department of Transportation adopts

PART 200 with other provisions.

PROJECT - Means a funded activity that is budgeted and managed as

a separate entity. If a PROJECT uses FEDERAL funds, the activities and content of the PROJECT will be in accordance with the terms of the corresponding

FEDERAL grant.

PROJECT - Means the written document(s), which may be in electronic or paper form, by which a specific PROJECT

is to be carried out by the AGENCY under the terms of

this Agreement, as defined and initiated by MDOT.

SUBRECIPIENT - Means an agency that receives FEDERAL funds from

MDOT.

### 2. PURPOSE

The purpose of this Agreement is to make FEDERAL and/or state grant funds available to the AGENCY for the costs of eligible PROJECTS that promote or benefit public transportation. This Agreement sets forth the terms and conditions for any and all PROJECT AUTHORIZATIONS issued hereunder. Award of this Agreement will not in any manner provide for or imply any agreement on the part of MDOT to issue any PROJECT AUTHORIZATION(S) to the AGENCY.

For each PROJECT AUTHORIZATION that contains FEDERAL funds, the AGENCY must follow the guidelines and regulations of the respective FEDERAL agency and program, which may include the <u>FTA Certifications and Assurances</u> and/or the <u>FTA Master Agreement</u>, which are updated annually, as applicable.

#### 3. ANNUAL APPLICATION

The AGENCY must have an approved application for PROJECTS to be selected for funding. Please see the Annual Application instructions.

### 4. CONFLICT OF INTEREST

The AGENCY must disclose any potential conflict of interest in it receiving financial assistance through a PROJECT AUTHORIZATION to MDOT in writing. If the potential conflict of interest is with a FEDERAL AWARD, the AGENCY must submit the written disclosure to the applicable FEDERAL agency.

# 5. PROJECT FUNDING

The maximum cost of any PROJECT will be the amount indicated in the PROJECT AUTHORIZATION. MDOT funds for PROJECT AUTHORIZATIONS are made available through legislative appropriations and are based on projected revenue estimates. MDOT may reduce the amount of any PROJECT AUTHORIZATION or terminate any PROJECT AUTHORIZATION if the revenue actually received is insufficient to support the appropriation under which the PROJECT AUTHORIZATION is issued. The AGENCY will be responsible for all costs in excess of the funds shown in any PROJECT AUTHORIZATION.

If the FEDERAL funds received are less than the amount shown in any PROJECT AUTHORIZATION, the MDOT funds will be adjusted to maintain the same ratio shown in the PROJECT AUTHORIZATION. In no case will the MDOT share increase in ratio or in dollar amount without a revision to the PROJECT AUTHORIZATION.

In any case in which a PROJECT AUTHORIZATION contains state funds that match FEDERAL funds, funding of the PROJECT AUTHORIZATION is contingent upon the award of the matching FEDERAL grant. When MDOT is the recipient of the FEDERAL grant, PROJECT AUTHORIZATION funding is contingent upon the award of the grant between MDOT and the FEDERAL agency. When the AGENCY is the recipient of the FEDERAL grant, the PROJECT AUTHORIZATION funding is contingent upon award of the FEDERAL grant between the AGENCY and the FEDERAL agency. MDOT and the AGENCY must comply with the provisions established by the FEDERAL matching grant as they affect this Agreement and each PROJECT AUTHORIZATION, the FEDERAL grant being incorporated herein by reference. When the FEDERAL grant is administered by the AGENCY, special provisions apply as indicated in the PROJECT AUTHORIZATION. The AGENCY must comply with the appropriate fiscal year Contract Clauses Certification referenced in the PROJECT AUTHORIZATION. In addition, the AGENCY must comply with any applicable Department of Labor Certification of Transit Employee Protective Arrangements requirements as issued by the U.S. Department of Labor.

For agencies that receive FEDERAL funds from MDOT, MDOT may withhold FEDERAL funds or require the return of project equipment for failure to meet FEDERAL requirements in the FEDERAL grant and/or MDOT requirements.

### 6. ELIGIBLE PROJECT COSTS

The AGENCY agrees that the costs reported to MDOT for each PROJECT AUTHORIZATION will represent only those items that are properly chargeable in accordance with this Agreement. The AGENCY also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

#### **DIRECT RECIPIENTS:**

PART 200 governs the grant administration, cost principles, and audit requirements for FEDERAL AWARDS. Application of PART 200 is not automatic. Individual agency regulations and the terms and conditions of individual federal awards determine if and how PART 200 affects a specific award. It is the AGENCY's responsibility to determine PART 200's applicability and to notify MDOT in writing of that determination.

#### SUBRECIPIENTS:

PROJECT AUTHORIZATIONS that reimburse operating expenses must comply with the Local Public Transit Revenue and Expense Manual except for PROJECT AUTHORIZATIONS under the Specialized Services Program. (Please see Section 21.) PROJECT AUTHORIZATIONS that reimburse capital expenses must comply with the terms of this Agreement and MDOT's purchasing/procurement requirements.

Travel costs must be in accordance with and not to exceed the amounts set forth in the current <u>State of Michigan Standardized Travel Regulations</u>.

Insurance proceeds received for all losses, after deductibles are met, will be used for replacement/repair before state and/or FEDERAL funds are used.

If the AGENCY receives state and/or FEDERAL operating funds for more than one PROJECT, a narrative cost allocation methodology is required and must be submitted to MDOT for approval.

### 7. BUDGET ADJUSTMENTS, REVISIONS, AND AMENDMENTS

Expenditures that are not consistent with PROJECT AUTHORIZATIONS will not be considered eligible PROJECT costs unless written approval has been requested by the AGENCY and granted by MDOT in accordance with this section.

Budget adjustments to a PROJECT AUTHORIZATION are required to change an existing line item. Such changes may include additions or deletions to the quantities and/or description in a specific line item if it is determined that each change is justified to fulfill the purpose of the PROJECT AUTHORIZATION. Upon receipt of a written request to make changes that require a budget adjustment, MDOT must respond to the AGENCY providing written approval or disapproval of the budget adjustment or requesting further information.

Revisions to a PROJECT AUTHORIZATION are required if the proposed change would add a new line item, change the PROJECT AUTHORIZATION amount, change the state, FEDERAL, or local amounts, significantly change the scope, or extend the term of the PROJECT AUTHORIZATION. The PROJECT AUTHORIZATION must be revised to make the change before the expenditure will be deemed an eligible PROJECT cost. Requests to make changes that require a revision to the PROJECT AUTHORIZATION will be processed in a timely manner, as circumstances permit. Upon receipt of a written request to make changes that require revision(s) and, if applicable, receipt of written approval from the LOCAL OR REGIONAL ALLOCATION COMMITTEE, MDOT must respond to the AGENCY, providing written approval or disapproval of the revision or requesting further information.

Amendments to this Agreement are required for any change in the scope or terms of this Agreement and will be by award of a written amendment to this Agreement by the parties.

The AGENCY agrees to notify MDOT in writing of any significant event on a timely basis. A significant event is an event that may have significant potential impact on PROJECT progress, direction, control, or cost.

(Please see Section 21 for additional requirements for the Specialized Services Program.)

### 8. TIMELY EXPENITURE OF FUNDS

Beginning with PROJECT AUTHORIZATIONS awarded after September 30, 2021, sufficient progress toward the obligation of funds must be made within twelve (12) months of receiving an awarded PROJECT AUTHORIZATION or MDOT may cancel the PROJECT AUTHORIZATION and the AGENCY will no longer have access to the funds. Sufficient progress may be documented by placing an order, issuing a solicitation, having a third-party contract awarded, or taking other documentable action to utilize the funds.

The AGENCY may request to extend the term of a PROJECT AUTHORIZATION. Extension requests must be submitted in writing at least six (6) months prior to expiration of the PROJECT AUTHORIZATION and must include justification for the extension and a timeline for completion of the remaining PROJECTS. If MDOT agrees with the justification and timeline, an extension will be granted that maintains the full state match. If the request is not timely or the justification is not acceptable to MDOT, MDOT may choose to offer a one-year extension of the PROJECT AUTHORIZATION replacing one-third of the state match with local funds or may choose to cancel the PROJECT AUTHORIZATION.

For agencies purchasing vehicle(s) through a vehicle contract procured by MDOT, if there is an increase in the contract price, the needed additional funds will not be provided by MDOT unless the vehicle was ordered within six (6) months of the PROJECT AUTHORIZATION being awarded or unless there was an increase in the contract amount within six (6) months of the PROJECT AUTHORIZATION being awarded.

# 9. COMPETITIVE PROCUREMENT

Project-Related Procurement: If the AGENCY receives FEDERAL funding through MDOT for the procurement, the AGENCY will comply with current <u>Procurement</u> Guidelines for Grantees Receiving Federal Transit Funds via MDOT.

Vehicle-Related Procurement: The AGENCY will submit to MDOT all required procurement documents listed in the <u>Guidelines for Local Vehicle Procurement on State Administered Grants</u> for review and approval by MDOT for solicitations over the amount identified in COMMISSION policy.

If the AGENCY purchases vehicles through the State Vehicle Purchasing Program, the AGENCY is exempt from the contract approval process described in Section 10. When purchasing vehicles from the State Vehicle Purchasing Program, the AGENCY must follow the procedures outlined in the current <u>Guidelines for State Vehicle Purchasing Program</u>.

### 10. THIRD-PARTY CONTRACT PROCEDURES

If the AGENCY is not certified in accordance with COMMISSION policy or receives FEDERAL funding through MDOT for the procurement, the AGENCY will submit to MDOT for approval all contracts, including amendments, between the AGENCY and a party other than MDOT that relate to this Agreement that are estimated to be in excess of the dollar amount for third-party contracts identified in COMMISSION policy prior to said contracts being signed by the AGENCY. All third-party contracts must contain language that incorporates by reference all terms and conditions contained in this Master Agreement. The AGENCY will not enter into multiple contracts of lesser amounts for the purpose of avoiding such approval process.

MDOT approval does not constitute an assumption of liability, a waiver, or an estoppel to enforce any of the requirements of this Agreement, nor will any such approvals by MDOT be construed as warranties of the third party's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

#### 11. PROMPT PAYMENT

The AGENCY agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the AGENCY receives from MDOT. The AGENCY further agrees to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement from these time frames may occur only upon receipt of written approval from MDOT. This requirement is also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

### 12. PROCUREMENT OF RECOVERED MATERIALS

Any agency of a political subdivision of the State of Michigan and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds Ten Thousand Dollars (\$10,000.00) or the value of the quantity acquired during the preceding fiscal year exceeded Ten Thousand Dollars (\$10,000.00); procuring solid waste management services in a manner that maximizes energy and

resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### 13. PROCUREMENT OF VEHICLES BY AGENCY

The AGENCY will purchase revenue vehicles as shown in each PROJECT AUTHORIZATION through its own local purchase process or through the State Vehicle Purchasing Program. If the AGENCY purchases vehicles through the State Vehicle Purchasing Program, the AGENCY is exempt from the contract approval process described in Section 10. When purchasing vehicles from the State Vehicle Purchasing Program, the AGENCY must follow the procedures outlined in the current <u>Guidelines for State Vehicle Purchasing Program</u>. When purchasing vehicles under the local purchase process, the AGENCY must follow the procedures outlined in the current <u>Guidelines for Local Vehicle Purchase on State Administered Grants</u> and is not exempt from the procedures set forth in Section 10.

For procurement of demand response vehicles, the AGENCY must have an approved vehicle accessibility plan in accordance with 1951 Public Act (PA) 51, Section 10e (18), as amended, in addition to meeting the equivalent level of service required by the Americans with Disabilities Act (ADA), United States Department of Transportation (US DOT) Final Rule, 49 CFR Parts 27, 37, and 38.

# 14. INSPECTION OF PROJECT EQUIPMENT AND RECORDS

The AGENCY will permit MDOT, the Comptroller General of the United States, and the Secretary of the US DOT or their authorized representatives, agents, or employees to audit, review, and inspect all equipment purchased as part of the PROJECT, all transportation services rendered by the AGENCY by the use of such equipment, and all relevant PROJECT records. Any approvals, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals are a governmental function incidental to the PROJECT under this Agreement. Such inspection does not relieve the AGENCY of its obligations hereunder, nor is such inspection to be construed as a warranty of the propriety of the equipment, services, or records. The AGENCY will also permit the above referenced persons to audit the books, records, and accounts of the AGENCY pertaining to the PROJECT. Records must be kept for three (3) years after disposal of PROJECT equipment.

# 15. USE AND DISPOSITION OF FACILITY/PROJECT EQUIPMENT

The AGENCY agrees that the facility/PROJECT equipment will be used for the provision of public transportation service for the duration of its useful life and, if funded with FEDERAL and MDOT funds, will be used in accordance with FEDERAL

procedures as set forth in 49 CFR Part 18. If, during the period of its useful life, any facility/PROJECT equipment is not used in said manner or is withdrawn from public transportation service, the AGENCY will immediately notify MDOT in writing. If FTA-funded real property is no longer needed for any transit purpose, the AGENCY is required to prepare or update an excess real property utilization plan. The plan should identify and explain the reason for the excess property and plans to use or dispose of the excess property. If land was donated by an agency for a facility project and the facility becomes excess property, the land is considered part of the excess property included in the utilization plan. Unless the FTA and the AGENCY agree otherwise, the excess real property inventory and updated excess property utilization plan should be retained by the AGENCY and made available upon request and during an FTA review.

During the period of this Agreement, the AGENCY will maintain the facility/PROJECT equipment for the period of the useful life of such equipment. Maintenance will conform to the manufacturer's recommendations as to service and service intervals for such equipment. In addition, the AGENCY is required to submit a vehicle maintenance plan or plan revision, as directed by MDOT, for review and approval by MDOT. This vehicle maintenance plan, at a minimum, will include all of the components listed in MDOT's current Preventive Maintenance Manual. If the AGENCY revises its vehicle maintenance plan, said plan will be submitted for review and approval by MDOT. The AGENCY will maintain supporting records documenting such maintenance. Representatives of MDOT will have the right to conduct periodic inspection for the purpose of confirming proper maintenance pursuant to this section. Such inspection by MDOT does not relieve the AGENCY of its obligations hereunder, nor is such inspection by MDOT to be construed as a warranty as to the sufficiency of the maintenance but is undertaken for the sole use and information of MDOT. MDOT may withhold funds from the AGENCY for failure to maintain PROJECT equipment pursuant to this section until such time as the AGENCY meets the proper maintenance requirements as determined by MDOT.

Facility/PROJECT equipment purchased under this Agreement may, at the discretion of MDOT, be incorporated into a new or consolidated public transportation service at the time such service is implemented.

At such time as the PROJECT equipment has exceeded its useful life, the AGENCY, with prior notification to MDOT, will dispose of said equipment in accordance with MDOT and/or FEDERAL procedures. All proceeds from the disposal of PROJECT equipment will remain with the AGENCY and will be used to support the provision of public transportation services.

Agencies that receive FEDERAL funding through MDOT agree to give MDOT a security interest in any PROJECT equipment purchased pursuant to the terms of this Agreement. MDOT will retain a security interest in the PROJECT equipment until the terms of this section have been met.

The AGENCY agrees and warrants that it will not allow any encumbrance, lien, security interest, mortgage, or any evidence of indebtedness to attach to or be perfected against any PROJECT equipment until all of its duties, obligations, and responsibilities are satisfied as required herein.

The incidental use of FEDERAL/state-funded equipment or facilities for non-public transportation use cannot interfere with or detract from the provision of the public transportation service for which the equipment and/or facilities were intended or shorten the useful life of the equipment or facilities. The costs of any incidental use are ineligible for state or FEDERAL operating assistance and may require a state-approved cost allocation plan.

(Please see Section 22 for additional requirements for the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program.)

### 16. INSURANCE

The AGENCY will carry and maintain for the life of the PROJECT equipment, as a minimum, insurance or self-insurance as set forth in Exhibit A, dated December 9, 2016, attached hereto and made a part hereof. Insurance payment for loss or damage will be made to MDOT. The AGENCY will also provide and maintain public liability and property damage insurance, insuring as they may appear the interests of all parties to this Agreement against any and all claims that may arise out of the AGENCY's operation hereunder, as set forth in Exhibit A.

Agencies receiving operating funds will provide Workers' Compensation Insurance as required by law.

### 17. INDEMNIFICATION

The AGENCY agrees to indemnify and save harmless the State of Michigan, the COMMISSION, MDOT, and/or the FEDERAL agency and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the AGENCY in connection with this Agreement; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, and response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of this Agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to the Agreement without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the AGENCY will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Agreement that results in claims being asserted against or judgments being imposed against the State of Michigan, the COMMISSION, MDOT, and/or the FEDERAL agency.

In the event that the same occurs, it will be considered as a breach of this Agreement, thereby giving the State of Michigan, the COMMISSION, MDOT, and/or the FEDERAL agency a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

# 18. BILLINGS AND PAYMENTS FOR CAPITAL PROGRAMS

The AGENCY may make requests for payment of allowable PROJECT costs for capital programs. In order for the AGENCY to receive payments from MDOT, the following conditions must be met:

a. The AGENCY must submit requests for payments on applicable forms via ProjectWise, the electronic payment and data storage system utilized by the Office of Passenger Transportation. Payment forms must be complete and must include the agreement and PROJECT AUTHORIZATION numbers, the payment request number, identification of the payment as a partial payment or a final payment, the amount to be reimbursed, and, if applicable, the third-party contract number. If the request is for reimbursement for (a) replacement vehicle(s), the AGENCY will include the identification number(s) of the vehicle(s) to be replaced on the request form.

The AGENCY will submit a budget summary showing PROJECT costs to date and current billings against individual budget items as shown in the PROJECT AUTHORIZATION.

- i. Agencies receiving FEDERAL funds administered by MDOT will submit required supporting documentation for each billing as set forth in the current <u>Procurement Guidelines for Grantees Receiving Federal Transit Funds via MDOT.</u>
- ii. Prior to requesting reimbursement, the AGENCY may be required to enter data into its vehicle, equipment, and/or facility inventories in the Public Transportation Management System (PTMS). The AGENCY must enter the following information into PTMS:

- (a) the required information for revenue vehicles into the vehicle inventory;
- (b) equipment procurements of Five Thousand Dollars (\$5,000.00) or more into the equipment inventory if MDOT-administered FEDERAL funds were used for the purchase;
- (c) new facilities into the facility inventory;
- (d) facility improvements of Five Thousand Dollars (\$5,000.00) or more into the facility inventory if MDOT-administered FEDERAL funds were used in the projects.
- iii. When requesting reimbursements for vehicles purchased under the local purchasing process, the AGENCY must follow the procedures outlined in the current <u>Guidelines for Local Vehicle Purchase on State Administered Grants</u>.
- iv. When requesting reimbursements for vehicles purchased under the State of Michigan's Vehicle Purchasing Program, the AGENCY must follow the procedures outlined in the current <u>Guidelines for State Vehicle Purchasing Programs</u>.
- v. MDOT reserves the right to verify progress of work and/or delivery of products to the AGENCY by visual inspection.
- vi. When requesting reimbursements for vehicles under a lease/purchase agreement, the AGENCY will submit a copy of the lease/purchase agreement with the first payment request.
- b. Within ninety (90) days after costs have been incurred or an invoice received, the AGENCY will submit to MDOT a billing to be charged against the PROJECT AUTHORIZATION. Upon written request by the AGENCY to MDOT within the ninety (90) day period, which request will include documentation of the circumstances that prevent timely submission of all billings, MDOT may, in writing, extend the ninety (90) day period to a date certain. If the AGENCY fails to provide all billings and supporting documentation ninety (90) days after costs were incurred or an invoice received or before or upon the extended date certain established by MDOT, MDOT may elect not to accept any further billings, regardless of whether or not the costs are otherwise allowable under the Agreement.
- c. Expenses paid under a PROJECT AUTHORIZATION cannot be included in expenses to be reimbursed under the 51 PA 1951 Section 10e(4) Local Bus Operating Assistance Program. If MDOT determines that the same expense is presented as being eligible for payment under a PROJECT AUTHORIZATION

and presented as being eligible for Local Bus Operating Assistance Program reimbursement, the expense could be disallowed under both.

Funds administered by MDOT as specified in the PROJECT AUTHORIZATION(S) will be payable by MDOT to the AGENCY.

# 19. BILLINGS, PAYMENTS, AND QUARTERLY REPORTS FOR OPERATING PROGRAMS

The AGENCY may make requests for payment of eligible PROJECT costs for operating programs. In order for the AGENCY to receive payments from MDOT, the following conditions must be met:

- a. The AGENCY must generate a quarterly operating assistance report in PTMS.
- b. One-quarter (1/4) of the funds to be provided by the State of Michigan and/or State of Michigan administered FEDERAL funds may be advanced to the AGENCY when the following conditions are met:
  - i. MDOT award of this Agreement.
  - ii. Award of the FEDERAL revenue grant, if applicable.
  - iii. MDOT award of the PROJECT AUTHORIZATION.
  - iv. MDOT approval and receipt of executed third-party contracts, if applicable.
  - v. MDOT receipt of reports due from the previous fiscal year.
- c. Up to one-quarter (1/4) of the funds provided by the State of Michigan and/or State of Michigan administered FEDERAL funds set forth in the PROJECT AUTHORIZATION will be payable at the end of each quarter contingent upon the receipt of any outstanding reports from the previous quarter as required by this Agreement.
- d. Expenses paid under a PROJECT AUTHORIZATION cannot be included in expenses to be reimbursed under the 51 PA 1951 Section 10e(4) Local Bus Operating Assistance Program. If MDOT determines that the same expense is presented as being eligible for payment under a PROJECT AUTHORIZATION and presented as being eligible for Local Bus Operating Assistance Program reimbursement, the expense could be disallowed under both.

The AGENCY is responsible for the accuracy of the financial and non-financial data and reports submitted for reimbursement.

(Please see Section 20 for additional requirements for the Section 5311 Rural Area Formula Operating Program.)

#### 20. THE SECTION 5311 RURAL AREA FORMULA OPERATING PROGRAM

- a. The AGENCY's initial award amount in a PROJECT AUTHORIZATION is based on a predetermined reimbursement percentage times total eligible expenses reported in the AGENCY's approved annual application.
- b. Revenues, expenses, eligible expenses, and nonfinancial data is reported on a quarterly basis in accordance with the Local Public Transit Revenue and Expenses Manual.
- c. Forty (40) days after the end of each quarter, the AGENCY will submit a quarterly operating assistance report in PTMS.
- d. Payments are capped at one-quarter (1/4) of the amount of the initial award. MDOT may reduce a payment if a quarterly report indicates that the level of service is lower than originally budgeted. No payments will be made until MDOT is authorized to disburse the FEDERAL funds. Any unpaid amounts will be paid immediately upon authorization.
- e. The Section 5311 Program is required to be audited annually in accordance with the Audit Guide. Failure to comply with the audit requirement will result in a determination that the AGENCY has Zero Dollars (\$0.00) total eligible expenses.
- f. The AGENCY must review its annual Certified Public Accountant (CPA) audit as required by Section 29 Responsibility to Review the Annual CPA Audit.
- g. MDOT reviews the audited eligible expenses for compliance with this Agreement, the R&E Manual, and the Audit Guide. Upon completion of the MDOT review, the AGENCY will be notified of any adjustments made to eligible expenses as reported in the CPA audit, the final calculation of Section 5311 funds determination, and the amount MDOT owes the AGENCY or the amount the AGENCY owes MDOT. The AGENCY will have twenty-one (21) days to either concur or disagree with MDOT's final calculation.

If the AGENCY disagrees with MDOT's final determination, the AGENCY will have an additional twenty-one (21) days to clearly explain the nature and basis for any disagreement and provide any supporting documentation necessary to resolve any disagreements. The AGENCY agrees that failure to submit a response within the forty-two (42) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned expense.

If MDOT finds that the predetermined reimbursement percentage times the audited eligible expenses exceeds the amount of FEDERAL funds available, and sufficient FEDERAL operating funds are not available in the next fiscal year to offset the shortage, a new percentage will be calculated. This new percentage will be calculated by dividing the total FEDERAL funds available for that period and purpose by the total of the audited eligible expenses of all the participating agencies. Any agency that has already received payments in a total amount that exceeds the new percentage of its actual eligible costs calculated pursuant to this paragraph will repay the excess to MDOT. If, within forty-two (42) days after written notification of the overpayment is sent to the AGENCY, arrangements to refund said monies have not been made, MDOT may withhold monies from any present or future contracts and/or from distributions to be made to the AGENCY pursuant to statute and may pursue any other available remedy to recover the overpayment. The AGENCY will be responsible for all costs in excess of the FEDERAL and MDOT funding.

# 21. THE SPECIALIZED SERVICES PROGRAM

# a. Budget Adjustments

In order to adjust funds from one recipient to another, the recipients listed in the PROJECT AUTHORIZATION must make the request in writing, and the AGENCY and the COORDINATING COMMITTEE must agree upon the request.

# b. Reimbursements epartment of Transportation

Actual reimbursement will be based on an hourly rate or the rate for a one-way passenger trip up to the maximum amount provided in the PROJECT AUTHORIZATION.

### c. Third-Party Contract Procedures

If no FEDERAL funds are used, then the AGENCY is exempt from the competitive bidding requirements outlined in Section 9 if the recipients listed in the PROJECT AUTHORIZATION are identified in the AGENCY's application to MDOT and are nonprofit corporations organized under the Nonprofit Corporation Act, Act 162 of the Public Acts of 1982, and eligible authorities and eligible governmental agencies as defined in Act 51 of the Public Acts of 1951, as amended. Services provided by for-profit organizations are subject to competitive bidding requirements.

### d. Accounting Records and Documentation

- i. The AGENCY will ensure that records are established and maintained to support the number of hours incurred providing service, the number of passengers carried, and the number of miles traveled.
- ii. Agencies and subrecipients will use the current <u>Specialized Services</u> Manual.

# 22. THE SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM

# a. Use and Disposition of Facility/Project Equipment

In addition to the requirements in Section 15, the AGENCY agrees that the facility/PROJECT equipment will be used for the provision of public transportation service primarily for the elderly and persons with disabilities for the duration of its useful life and in accordance with the provision approved in the annual application and this Agreement.

# b. Lease of Project Equipment

The AGENCY may lease the PROJECT equipment to any other agency with the prior written approval of MDOT. The AGENCY will maintain or require the lessee to maintain the insurance provisions of Section 16 above. Any such lease will contain all applicable provisions of this Agreement.

# 23. REPORTING REQUIREMENTS

# a. Milestone Reports

The AGENCY will prepare and submit to MDOT milestone reports ten (10) days after the end of each quarter in PTMS. Upon completion of the PROJECT deliverables, the AGENCY must submit to MDOT prior to the final PROJECT payment a comprehensive summary close-out report on the results of the PROJECT, the conclusions reached, and the methods used.

# b. Final Reports

The final close-out report must be submitted in the following Americans with Disabilities Act (ADA) compliant format:

- Use Arial font 11 or 12 point.
- Left justified.
- Underlining should be reserved for Uniform Resource Locators (URLs).
- Minimize use of bold or italics with text.
- Refrain from using all caps or highlighting text.

- If using text boxes, tables, and/or graphics, use descriptions the Optical Character Recognition (OCR) reader will recognize.
- No scanned documents.

# c. Management Information System Reporting

Management Information System (MIS) Reports must be in the status of signed, pending grantee review by the date indicated on the letter from MDOT. If the report is not submitted by the requested date, all FEDERAL funding will be placed on hold. If the report is not completed by the FTA final deadline date (March 15<sup>th</sup>), all current funding will be withheld, and future funding may be denied.

#### d. Section 5310 Performance Measures

All Section 5310 performance measure reports must be completed and submitted by the deadline. If the report is not submitted by the requested date, all FEDERAL funding will be placed on hold. If the report is not completed by the FTA final deadline date (October 30<sup>th</sup>), all current funding will be withheld, and future funding may be denied.

#### 24. COMPLIANCE REVIEWS

If the AGENCY fails to respond to letters of finding within forty-five (45) days, twenty-five percent (25%) of local bus operating funds will be withheld, current PROJECT AUTHORIZATIONS will be suspended, and/or future funding may be denied. These measures will remain in effect until a satisfactory corrective action plan or requested documentation has been received and approved by MDOT. Once approval has been given, notification will be sent that withholding measures have been stopped and withheld funds will be released to the AGENCY.

# 25. ACCOUNTING RECORDS, INTERNAL CONTROLS, AND RECORD RETENTION

With regard to audits and record-keeping:

- a. The AGENCY will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement and/or any PROJECT AUTHORIZATION (RECORDS). Separate accounts will be established and maintained for all costs incurred for each PROJECT AUTHORIZATION under this Agreement.
- b. The AGENCY will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Agreement and any PROJECT

AUTHORIZATION. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement or any PROJECT AUTHORIZATION, the AGENCY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

Agencies that are FORMULA RECIPIENTS will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Agreement and any PROJECT AUTHORIZATION <u>and</u> until notified that the Local Bus Operating Assistance Program for the year of the RECORDS has been closed out.

- c. Agencies that are FORMULA RECIPIENTS will implement internal controls to identify and keep separate expenses incurred under PROJECT AUTHORIZATIONS from expenses incurred for 51 PA 1951 Section 10e(4) reimbursement.
- d. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
- e. If any part of the work is subcontracted, the AGENCY will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.

# 26. FISCAL YEAR-END ACCOUNTING COMPLIANCE

Agencies must follow year-end accounting procedures in accordance with directions and guidance provided by MDOT for any AWARD. This includes, but is not limited to, payment requests and the setup of payables. Failure to comply could result in the loss of funds.

# 27. CONTRACTUAL PROVISION FOR FORMULA RECIPIENTS – CPA REPORT ON INTERNAL CONTROLS

If the AGENCY is an urban FORMULA RECIPIENT (an agency with an area whose population exceeds 100,000), it will engage a CPA to test and report on the AGENCY's internal controls, as specified in Section 25(c). The CPA engaged by the AGENCY may be the same CPA who performs the audit required pursuant to Sections 28(a) and 28(b). The report on internal controls issued by the CPA should be emailed to MDOT's Auditing Specialist for the Office of Passenger Transportation.

# 28. ANNUAL CPA AUDIT REQUIREMENTS

If both a Federal Single Audit and a State Transit Audit are required, the AGENCY may have one audit performed that meets the requirements of both Subpart F of PART 200

and the Audit Guide. The audit must be submitted as required in subsections (a) and (b) below.

# a. Federal Single Audit

Agencies expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in FEDERAL funds from one or more funding sources in their fiscal year must have a single audit conducted for that year in accordance with Subpart F of PART 200. Submission requirements for the Single Audit are located at Section 200.512 "Report submission" of PART 200.

The Single Audit and the Section 200.512 of PART 200 reporting requirements must be:

i. Uploaded at: <a href="https://harvester.census.gov/facweb/default.aspx/">https://harvester.census.gov/facweb/default.aspx/</a>, or a hard copy can be put in the U.S. mail to:

Federal Audit Clearinghouse\* 1201 East 10<sup>th</sup> Street Jeffersonville, Indiana 47132

\*No contact person necessary

ii. Sent to the following address via email:

Michigan Department of Transportation
Financial Operations Division
Budget, Outreach and Program Support Section
MDOT-LocalAgencyAudit@michigan.gov

If the Single Audit contains a Section 200.516(a) "Audit Findings" and/or a status of prior audit findings relating to a FEDERAL award, an electronic copy of the annual audit must be sent to Mr. Matthew Dietrich, Financial Analyst Federal Transit Administration, at: <a href="matthew.dietrich@dot.gov">matthew.dietrich@dot.gov</a>.

#### b. State Transit Audit

Agencies expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in FEDERAL funds that are also FORMULA RECIPIENTS must have an annual CPA audit performed in accordance with the Audit Guide and all other applicable state laws and regulations relative to audit requirements. The audit will be uploaded to the Michigan Department of Treasury's website.

# c. No CPA Audit Required

Agencies expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in FEDERAL funds that are not FORMULA RECIPIENTS are not required to have a CPA audit performed but must submit the following information to MDOT:

- i. A statement advising that a single audit is not required.
- ii. The applicable fiscal year.
- iii. The amount of FEDERAL funds spent.
- iv. The name(s) of the MDOT federal programs.
- v. The Assistance Listing (formerly known as the Code of Federal Domestic Assistance).

All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.

### 29. RESPONSIBILITY TO REVIEW THE ANNUAL CPA AUDIT

Within thirty (30) days of the audit being posted to the appropriate website, the AGENCY will:

- a. Review all aspects of the audit relating to this Agreement and all applicable PROJECT AUTHORIZATIONS, including the following:
  - i. The Schedule of Expenditure of Federal and State Awards to verify that it is complete and accurate.
  - ii. Audit findings applicable to this Agreement and the PROJECT AUTHORIZATIONS hereunder.
  - iii. If Section 27 of this Agreement applies, the AGENCY will verify that the opinion issued by the CPA is an unqualified opinion.
- b. Report all errors, omissions, deficiencies, and inconsistencies in writing to the Auditing Specialist for MDOT's Office of Passenger Transportation (NOTIFICATION). The NOTIFICATION must include but is not limited to the following:
  - i. Identification of any missing line items for each PROJECT AUTHORIZATION and any incorrect dollar amounts reported on the Schedule of Expenditure of Federal and State Awards. The NOTIFICATION must explain why the errors occurred and must identify the corrective action taken or being taken to prevent future misreporting.
  - ii. If an audit finding, particularly one that identifies loss due to neglect, misuse, waste, or conflict of interest, is applicable to a PROJECT

AUTHORIZATION, the NOTIFICATION must explain the impact the audit finding has on the amount MDOT would otherwise be obligated to pay on the PROJECT AUTHORIZATION. The explanation must identify the corrective action taken or being taken to help to ensure that the audit finding is not repeated in future audits.

iii. If the CPA issued a qualified opinion on the internal controls report required under Section 27, the NOTIFICATION must explain the internal control failure(s) and must identify the corrective action taken or to be taken to help to ensure that an unqualified opinion will be issued in future audits.

The AGENCY must take the necessary corrective action to prevent the same errors, omissions, deficiencies, and/or inconsistencies from being repeated in subsequent years' audits. Repetition of errors resulting in the same audit findings may result in the loss of funds associated with the PROJECT AUTHORIZATIONS that are the subjects of the audit findings.

- c. If no errors, omissions, deficiencies, or inconsistencies are found in the audit, the AGENCY may either:
  - Submit a written concurrence to MDOT's Auditing Specialist that will allow the Office of Passenger Transportation to begin its review of the CPA audit; or
  - ii. Take no action and allow the thirty (30) day review period to expire. The AGENCY agrees that failure to submit a written concurrence means that the AGENCY has performed the required review, concurs with the audit, and agrees that MDOT can proceed with its review.

Upon expiration of the AGENCY's thirty (30) day review period, MDOT will review the CPA audits.

# 30. MDOT AUDIT AND ADJUSTMENTS

In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Agreement or any PROJECT AUTHORIZATION or questions the allowability of an item of expense, MDOT will promptly submit to the AGENCY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the AGENCY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the AGENCY will (a) respond in writing to the responsible bureau or office of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any

disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the AGENCY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Agreement. The AGENCY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the AGENCY, the AGENCY will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the AGENCY fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the AGENCY agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the AGENCY under this Agreement or any other agreement or payable to the AGENCY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The AGENCY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the AGENCY in a timely filed RESPONSE.

# 31. ACCESS

The AGENCY agrees to provide to MDOT copies of all reports and data specified in each PROJECT AUTHORIZATION. The AGENCY further agrees to provide MDOT access to all technical data, reports, other documents, lists of personnel, and work in process pertaining to any PROJECT. Copies of technical data, reports, lists of personnel, and other documents will be provided by the AGENCY upon request from MDOT and/or the FEDERAL agency.

### 32. NONDISCRIMINATION AND DISADVANTAGED BUSINESS ENTERPRISE

- a. In connection with the acceptance of this Agreement, the AGENCY (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement
- b. During the performance of this Agreement, the AGENCY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the US DOT (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.
- c. The AGENCY will carry out the applicable requirements of MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 2, 2014, with regard to its contracting opportunities. The AGENCY's contracting opportunities include the purchase of any items and the undertaking of any construction projects except transit vehicles.

When the AGENCY reaches the FEDERAL threshold of Two Hundred Fifty Thousand Dollars (\$250,000.00) per FEDERAL fiscal year on FEDERAL funds administered by MDOT, MDOT will notify the AGENCY if it is required to submit its quarterly DBE Accomplishments to MDOT for these FEDERAL funds. Transit vehicles are exempt from this Two Hundred Fifty Thousand Dollar (\$250,000.00) threshold. Failure to comply with 49 CFR Part 26 will result in the withholding of FEDERAL funds administered by MDOT.

- d. Recipients of Department of Transportation (DOT) funds are expected to keep accurate data regarding the contracting opportunities available to firms paid for with DOT dollars. Failure to submit contracting data relative to the DBE program will result in noncompliance with 49 CFR Part 26. All dollar values listed on this form (Uniform Report of DBE Awards or Commitment and Payments) should represent the DOT share attributable to the Operating Administration.
- e. The DBE Commercially Useful Function (CUF) requirements (form 4109T) of MDOT's Office of Passenger Transportation are set up to ensure compliance with 49 CFR Part 26.37(b). The requirements are effective immediately and apply to all federally-funded MDOT and local agency projects that include participation of a DBE certified company. It should be noted that this applies to all projects with work completed by DBE firms, not just projects with a DBE goal. This review

should be conducted while the DBE is actually working on the project. Federal regulation 49 CFR 26.55 states: "A DBE performs a commercially useful function when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved." Additional FHWA CUF guidance can be found at: www.fhwa.dot.gov/federal-aidessentials/commusefunction.pdf.

f. Agencies that direct reports to the FTA for the purposes of the DBE Program are required to provide copies of their FTA DBE participation reports on a semi-annual basis to MDOT.

# 33. CERTIFICATION

For any PROJECT AUTHORIZATION in excess of One Hundred Thousand Dollars (\$100,000.00) of FEDERAL funds, the AGENCY certifies to the best of its knowledge and belief that:

- a. No FEDERAL appropriated funds have been paid or will be paid by or on behalf of the AGENCY to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any FEDERAL contract, the making of any FEDERAL grant, the making of any FEDERAL loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any FEDERAL contract, grant, loan, or cooperative agreement.
- b. If any funds other than FEDERAL appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the AGENCY will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," pursuant to Section 1352, Title 31 USC, in accordance with its instructions.
- c. The AGENCY will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 USC. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand

Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

# 34. TERMINATION OR SUSPENSION

The AGENCY agrees that any PROJECT AUTHORIZATION and/or this Agreement may be terminated for any reason articulated in Section 340 ("Termination") of PART 200.

For any reason, MDOT or the AGENCY may, by thirty (30) days written notice or as otherwise specified in the PROJECT AUTHORIZATION, suspend any or all of the rights and obligations under this Agreement or any PROJECT AUTHORIZATION until such time as the event or condition resulting in such suspension has ceased or been corrected.

For any reason, MDOT may, by thirty (30) days written notice to the AGENCY, or as otherwise specified in the PROJECT AUTHORIZATION, terminate any or all of the rights and obligations under this Agreement or any PROJECT AUTHORIZATION.

Upon receipt of any notice of termination or suspension of a PROJECT under this section and in accordance with MDOT procedures, the AGENCY will proceed promptly to carry out the actions required therein, which may, without limitation, include any or all of the following:

- a. Take all necessary action to keep to a minimum the further incurrence of eligible PROJECT costs.
- b. Furnish to MDOT a statement of the status of the PROJECT, the inventory, and the PROJECT costs to date, as well as a proposed schedule, plan, and budget for terminating or suspending and closing out PROJECT activities and contracts, and other undertakings, the costs of which are otherwise eligible as PROJECT costs. The closing out will be carried out in conformity with the latest schedule, plan, and budget approved by MDOT or under the terms and conditions imposed by MDOT for failure of the AGENCY to furnish a schedule, plan, and budget within a reasonable time. The closing out of MDOT financial participation in the PROJECT will not constitute a waiver of any claim MDOT may otherwise have arising out of this Agreement.

#### 35. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 et seq., the AGENCY, in the performance of this Agreement, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different

violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Agreement if the name of the AGENCY or the name of a subcontractor, manufacturer, or supplier utilized by the AGENCY in the performance of this Agreement subsequently appears in the register during the performance period of this Agreement. The website for the register is <a href="http://www.sam.gov/portal/SAM/#1">http://www.sam.gov/portal/SAM/#1</a>.

#### 36. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement, the AGENCY hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 – 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The AGENCY shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement due to any violation of 15 USC, Sections 1 – 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The AGENCY shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement may have occurred or is threatened to occur. The AGENCY shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement.

### 37. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States will be admitted to any share or part of this Agreement or to any benefit arising therefrom.

# 38. PROHIBITED INTEREST

No member, officer, or employee of the AGENCY, during his/her tenure or one (1) year thereafter, will have any interest, direct or indirect, in this Agreement or the proceeds thereof.

### 39. POLITICAL ACTIVITY

None of the funds, the facilities, or the PROJECT equipment provided in any PROJECT AUTHORIZATION under this Agreement will be used for any partisan political or millage activity or to further the election or defeat of any candidate for public office.

#### 40. DISCREPANCIES

In case of any discrepancy between the body of this Agreement and any attachment hereto, the body of this Agreement will govern. In case of any discrepancy between the body of this Agreement and any PROJECT AUTHORIZATION hereunder, the body of this Agreement will govern.

### 41. TERM OF AGREEMENT

The effective date of this Agreement is October 1, 2021, and the Agreement will continue in effect until the last obligation between the parties under this Agreement has been fulfilled. The Agreement will include PROJECT AUTHORIZATIONS for program years 2022 through 2025.

When the funding of a PROJECT AUTHORIZATION is contingent upon the award of the matching FEDERAL grant for MDOT and FTA funds, MDOT will allow costs to be incurred for PROJECTS in advance of FEDERAL and MDOT approval to be apportioned in fiscal years 2022-2025, including carryover amounts, subject to allowance by the FEDERAL agency and the following: (1) use of this pre-award spending authority must meet all of the conditions and requirements as may be set forth in the Federal Register, and (2) costs incurred for the PROJECT that are not approved by the FEDERAL agency or MDOT will not be eligible for reimbursement and will remain the responsibility of the AGENCY.

When a PROJECT AUTHORIZATION contains only state funds or only state and local funds, MDOT will allow costs to be incurred by the AGENCY for the PROJECT prior to award of the PROJECT AUTHORIZATION. If costs are incurred for a PROJECT that are not approved by MDOT, those costs will not be eligible for reimbursement and will remain the responsibility of the AGENCY. If for any reason the PROJECT AUTHORIZATION does not get awarded, MDOT will not be responsible for expenses that have been incurred.

MDOT will not pay or be responsible for any costs incurred by the AGENCY subsequent to the expiration of the PROJECT AUTHORIZATION.

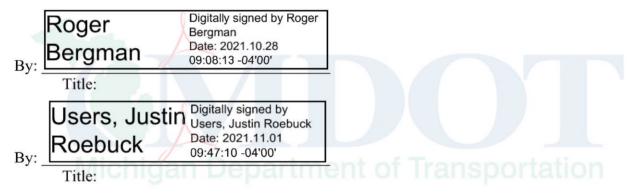
PROJECT AUTHORIZATIONS may be issued under this Agreement beginning October 1, 2021. The term for a PROJECT AUTHORIZATION will be indicated on that PROJECT AUTHORIZATION.

### 42. SIGNING

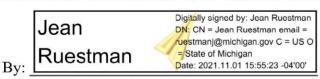
This Agreement will become binding on the parties upon signing by the duly authorized representatives of the AGENCY and MDOT and upon the adoption of a resolution approving this Agreement and authorizing the signature(s) hereto of the respective official(s) of the AGENCY. A certified copy of the Agreement resolution must be provided to MDOT.

Prior to the award of any PROJECT AUTHORIZATION, the AGENCY must provide to MDOT a certified copy of a resolution approving the PROJECT AUTHORIZATION and authorizing the signature(s) of the respective official(s) of the AGENCY. In lieu of individual resolutions for each PROJECT AUTHORIZATION, the AGENCY may elect to provide authority to sign the PROJECT AUTHORIZATION as a part of the Agreement resolution.

# OTTAWA COUNTY BOARD OF COMMISSIONERS



#### MICHIGAN DEPARTMENT OF TRANSPORTATION



Title: Department Director

APPROVED
Director Agenda
September 23, 2021

# EXHIBIT A INSURANCE REQUIREMENTS

All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable insurance (including self-insurances) carried by the STATE. The AGENCY also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

The AGENCY will comply will the following insurance requirements as applicable:

#### 1. Vehicle Insurance

- a. Motor vehicle insurance as required by P.A. 218 of 1956, as amended by P.A. 294 of 1972, the Michigan No-Fault Insurance Law.
  - i. Personal Protection Insurance as required by MCL 500.3101(1).
  - ii. Property Protection Insurance as required by MCL 500.3101(1).
  - iii. Residual Liability Insurance as required by MCL 500.3101(1).
  - iv. Self-insurance may be utilized provided the appropriate coverage, limits, and Secretary of State certification is provided. A One Million Dollar (\$1,000,000) minimum per occurrence limit should be carried.
  - v. The coverage specified above will be in the minimum combined single limit amount of One Million Dollars (\$1,000,000) per occurrence.
- b. Collision coverage as provided in P.A. 218 of 1956, MCL 500.3037 and comprehensive coverage as provided in P.A. 218 of 1956, MCL 500.2102 shall be carried. Both collision coverage and comprehensive coverage will be for the actual cash value of the vehicle. The amount of deductible for collision coverage and comprehensive coverage will be determined by the AGENCY and will be payable by the AGENCY. The AGENCY with prior STATE approval may self-insure the collision and comprehensive coverage.
- c. The coverage specified above will name the AGENCY and the STATE as the insured.
- 2. Facility and/or Equipment Insurance (Non-vehicle) and Bonds
  - a. Insurance During the term of this Agreement, the AGENCY will:

- i. Keep all buildings, improvements, and equipment in, on, or appurtenant to the transportation facility or premises at the commencement of construction and thereafter, including all alterations, building, rebuilding, replacements, changes, additions, and all improvements, insured against loss, and all perils, in an amount not less than ninety percent (90%) of the full replacement value. The AGENCY will be responsible for the payment of any deductible. The AGENCY will maintain an annual inventory of all equipment purchased under this Agreement with current dollar values.
- ii. Provide Commercial General Liability Insurance covering all operations by or on behalf of the AGENCY against claims for personal injury (including bodily injury and death) and property damage in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) general aggregate.

# b. Bonds

The AGENCY will require the successful bidder to procure and deliver to the AGENCY a Performance Bond and a Lien Bond each in an amount equal to the Agreement price, underwritten by a surety licensed to do business in Michigan, naming the AGENCY as the obligee. Such bonds will be delivered to the AGENCY prior to any construction work being performed.

# APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

- 1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
- 2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
- 3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- 5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
- 6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

- 7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
- 8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
- 9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

# APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- 1. <u>Compliance with Regulations</u>: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
- 2. <u>Nondiscrimination</u>: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
- 3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment:
  All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. <u>Information and Reports</u>: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
- 5. <u>Sanctions for Noncompliance</u>: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. <u>Incorporation of Provisions</u>: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

# APPENDIX C Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

Electronic Submission - Contract # 1824



Committee: BOARD OF COMMISSIONERS

Meeting Date: 2/16/2023

Vendor/3rd Party: MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Requesting Department: COMMUNITY ACTION AGENCY

Submitted By: JENNIFER BROZOWSKI

Agenda Item: MSHDA GRANT FUNDING AMENDMENT

#### **Suggested Motion:**

To approve the funding amendment to the Michigan State Housing Development Authority (MSHDA) Rental Assistance and Homeless Solutions grant # HML-2022-Ottawa C-5826-ESF.

#### Summary of Request:

MSHDA has awarded \$259,545 to Ottawa County as the fiduciary agency for the Ottawa County Continuum of Care: serving homeless or at risk of homeless populations in Ottawa County from 10/1/2022 through 9/30/2023. In accordance with the Authority approved grant application, related documents, and Memorandum of Understanding, the fiduciary will administer/monitor ESG grant funds.

| Financial Information:                |                       |                         |                         |  |
|---------------------------------------|-----------------------|-------------------------|-------------------------|--|
| Total Cost: \$259,545.00              | General Fund Cost:    | \$0.00                  | Included in Budget: Yes |  |
| If not included in Budget, recommende | ed funding source:    |                         |                         |  |
|                                       |                       |                         |                         |  |
| Action is Related to an Activity V    | Vhich Is: Non-Man     | dated                   |                         |  |
| Action is Related to Strategic Pla    | an:                   |                         |                         |  |
| Goal 2: To Contribute to the Long-Ter | m Economic, Social a  | nd Environmental Health | of the County.          |  |
|                                       |                       |                         |                         |  |
|                                       |                       |                         |                         |  |
|                                       | ,                     |                         |                         |  |
| Administration:                       | 1//                   |                         |                         |  |
| Recommended by County Administrate    | or:                   | 2/3/2023 10:26:52 AM    |                         |  |
| Committee/Governing/Advisory Board    | Approval Date: 2/7/20 | )23                     |                         |  |

Grant #: HML-2022-Ottawa C-5826-ESF Effective Date: 1/26/2023

#### **Program Description:**

MSHDA has awarded \$259,545 to Ottawa County as the fiduciary agency for the Ottawa County Continuum of Care: serving homeless or at risk of homeless populations in Ottawa County from 10/1/2022 through 9/30/2023. In accordance with the Authority approved grant application, related documents, and Memorandum of Understanding, the fiduciary will administer/monitor ESG grant funds.

# MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY RENTAL ASSISTANCE AND HOMELESS SOLUTIONS Funding Award Amendment

Amendment #: 1 Grantee: Ottawa County Grant #: HML-2022-Ottawa C-5826-ESF Effective Date: 1/26/2023 **Purpose of Amendment:** Change in Budget (See attached revision.) Change Grant Term Change Program Description (See attached revision.) Change Special Conditions (See attached revision.) Change Grant Number APPROVED BY: Homeless Assistance Specialist Homeless Assistance Manager Rental Assistance and Homeless Solutions Rental Assistance and Homeless Solutions Authorized Signatory for Grantee Director

Rental Assistance and Homeless Solutions

## Ottawa County, for and on behalf of Ottawa County Community Action Agency

| By: | - 2                                      |
|-----|--|
| ,   | Joe Moss, Chairperson                    |
|     | Board of Commissioners                   |
|     |  |
|     |  |
|     |  |
| By: |  |
|     | Justin F. Roebuck, County Clerk/Register |
|     |  |
|     |  |
| Dat | te:                                      |

Grant #: HML-2022-Ottawa C-5826-ESF Effective Date: 01/20/2023

#### **Previous Budget**

| Component-Activity   | Approved Funds |
|--|----------------|
| ESG Funds  |                |
| Street Outreach  | \$58,377.00    |
| Emergency Shelter - Essential Services   | \$0.00         |
| Emergency Shelter - Shelter Operations   | \$0.00         |
| Homeless Prevention - Housing Relocation and Stabilization Services - Services Costs       | \$33,908.00    |
| Homeless Prevention - Housing Relocation and Stabilization Services - Financial Assistance | \$900.00       |
| Homeless Prevention - Short-Term and Medium-Term Rental Assistance                         | \$33,198.00    |
| Rapid Re-Housing - Housing Relocation and Stabilization Services - Services Costs          | \$57,225.00    |
| Rapid Re-Housing - Housing Relocation and Stabilization Services - Financial Assistance    | \$9,000.00     |
| Rapid Re-Housing - Short-Term and Medium-Term Rental Assistance                            | \$21,630.00    |
| HMIS   | \$25,842.00    |
| Administrative Costs   | \$19,465.00    |
| GRAND TOTAL  | \$259,545.00   |

Grant #: HML-2022-Ottawa C-5826-ESF Effective Date: 01/20/2023

#### **New Budget**

| Component-Activity   | Approved Funds |
|--|----------------|
| ESG Funds  |                |
| Street Outreach  | \$58,377.00    |
| Emergency Shelter - Essential Services   | \$0.00         |
| Emergency Shelter - Shelter Operations   | \$0.00         |
| Homeless Prevention - Housing Relocation and Stabilization Services - Services Costs       | \$30,800.00    |
| Homeless Prevention - Housing Relocation and Stabilization Services - Financial Assistance | \$0.00         |
| Homeless Prevention - Short-Term and Medium-Term Rental Assistance                         | \$37,439.00    |
| Rapid Re-Housing - Housing Relocation and Stabilization Services - Services Costs          | \$55,824.00    |
| Rapid Re-Housing - Housing Relocation and<br>Stabilization Services - Financial Assistance | \$4,772.00     |
| Rapid Re-Housing - Short-Term and Medium-Term Rental Assistance                            | \$27,026.00    |
| HMIS   | \$25,842.00    |
| Administrative Costs   | \$19,465.00    |
| GRAND TOTAL  | \$259,545.00   |

Electronic Submission – Contract # 1825



Committee: BOARD OF COMMISSIONERS

Meeting Date: 2/16/2023

Vendor/3rd Party: MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Requesting Department: COMMUNITY ACTION AGENCY

Submitted By: JENNIFER BROZOWSKI

Agenda Item: MSHDA GRANT FUNDING AMENDMENT

#### Suggested Motion:

To approve the funding amendment to the Michigan State Housing Development Authority (MSHDA) Rental Assistance and Homeless Solutions grant # HML-2020-Ottawa C-5826-C19.

#### **Summary of Request:**

The Michigan State Housing Development Authority has awarded \$1,127,632 to Ottawa County as the fiduciary agency for the Ottawa County Continuum of Care: serving homeless and at risk of becoming homeless populations by working to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance, and supporting additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19 in Ottawa County from 03/01/2020 through 12/31/2022. In accordance with the Authority approved grant application, related documents, and Memorandum of Understanding, the fiduciary will administer/monitor ESG-CV grant funds."

| onacionality the nation, will administrate 255 of grant famous                                  |                    |                      |                         |  |
|---|--------------------|----------------------|-------------------------|--|
|   |                    |                      |                         |  |
|   |                    |                      |                         |  |
| Financial Information:  |                    |                      |                         |  |
| Total Cost: \$1,127,632.00  | General Fund Cost: | \$0.00               | Included in Budget: Yes |  |
| If not included in Budget, recommende   | ed funding source: |                      | ·                       |  |
|   |                    |                      |                         |  |
| Action is Related to an Activity V  | Vhich Is: Non-Man  | dated                |                         |  |
| Action is Related to Strategic Pla  | an:                |                      |                         |  |
| Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County. |                    |                      |                         |  |
|   |                    |                      |                         |  |
|   |                    |                      |                         |  |
|   |                    |                      |                         |  |
| Administration:   | 1//                |                      |                         |  |
| Recommended by County Administrate  | or:                | 2/3/2023 10:26:45 AI | M                       |  |
| Committee/Governing/Advisory Board Approval Date: 2/7/2023                                      |                    |                      |                         |  |

Grant #: HML-2020-Ottawa C-5826-C19 Effective Date: 1/5/2023

#### **Program Description:**

The Michigan State Housing Development Authority has awarded \$1,127,632 to Ottawa County as the fiduciary agency for the Ottawa County Continuum of Care: serving homeless and at risk of becoming homeless populations by working to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance, and supporting additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19 in Ottawa County from 03/01/2020 through 12/31/2022. In accordance with the Authority approved grant application, related documents, and Memorandum of Understanding, the fiduciary will administer/monitor ESG-CV grant funds."

# MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY RENTAL ASSISTANCE AND HOMELESS SOLUTIONS Funding Award Amendment

Amendment #: 8 Grantee: Ottawa County Grant #: HML-2020-Ottawa C-5826-C19 Effective Date: 1/5/2023 **Purpose of Amendment:** Change in Budget (See attached revision.) Change Grant Term Change Program Description (See attached revision.) Change Special Conditions (See attached revision.) Change Grant Number APPROVED BY: Homeless Assistance Specialist Homeless Assistance Manager Rental Assistance and Homeless Solutions Rental Assistance and Homeless Solutions Authorized Signatory for Grantee Director

Rental Assistance and Homeless Solutions

## Ottawa County, for and on behalf of Ottawa County Community Action Agency

| By: | <u>-                                    </u> |
|-----|--|
| ,   | Joe Moss, Chairperson                        |
|     | Board of Commissioners                       |
|     |  |
|     |  |
| By: |  |
| Σj. | Justin F. Roebuck, County Clerk/Register     |
|     |  |
|     |  |
| Dat | te:  |

Grant #: HML-2020-Ottawa C-5826-C19 Effective Date: 12/21/2022

#### **Previous Budget**

| Component-Activity                         | Approved Funds |
|--|----------------|
| ESG Funds                                  |                |
| Street Outreach                            | \$199,967.00   |
| Emergency Shelter - Shelter Operations     | \$0.00         |
| Emergency Shelter - Essential Services     | \$0.00         |
| Homeless Prevention - Financial Assistance | \$227,243.00   |
| Homeless Prevention - Case Management      | \$167,947.00   |
| Rapid Re-Housing - Financial Assistance    | \$150,573.00   |
| Rapid Re-Housing - Case Management         | \$220,015.00   |
| HMIS                                       | \$66,088.00    |
| Administrative Costs                       | \$95,799.00    |
| HARA Operational Expenses                  | \$0.00         |
| GRAND TOTAL                                | \$1,127,632.00 |

Grant #: HML-2020-Ottawa C-5826-C19 Effective Date: 12/21/2022

#### **New Budget**

| Component-Activity                         | Approved Funds |
|--|----------------|
| ESG Funds                                  |                |
| Street Outreach                            | \$213,434.00   |
| Emergency Shelter - Shelter Operations     | \$0.00         |
| Emergency Shelter - Essential Services     | \$0.00         |
| Homeless Prevention - Financial Assistance | \$227,243.00   |
| Homeless Prevention - Case Management      | \$167,947.00   |
| Rapid Re-Housing - Financial Assistance    | \$146,437.00   |
| Rapid Re-Housing - Case Management         | \$210,684.00   |
| HMIS                                       | \$66,088.00    |
| Administrative Costs                       | \$95,799.00    |
| HARA Operational Expenses                  | \$0.00         |
| GRAND TOTAL                                | \$1,127,632.00 |

Electronic Submission - Contract # 1826



Committee: BOARD OF COMMISSIONERS

Meeting Date: 2/16/2023

Committee/Governing/Advisory Board Approval Date: 2/7/2023

Vendor/3rd Party: MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Requesting Department: COMMUNITY ACTION AGENCY

Submitted By: JENNIFER BROZOWSKI

Agenda Item: MSHDA GRANT FUNDING AMENDMENT

#### **Suggested Motion:**

To approve the funding amendment to the Michigan State Housing Development Authority (MSHDA) Rental Assistance and Homeless Solutions grant # HML-2021-Ottawa C-5826-ESF.

#### Summary of Request:

MSHDA has awarded \$270,359 to Ottawa County as the fiduciary agency for the Ottawa County Continuum of Care: serving homeless or at risk of homeless populations in Ottawa County from 10/1/2021 through 02/28/2023. In accordance with the Authority approved grant application, related documents, and Memorandum of Understanding, the fiduciary will administer/monitor FSG grant funds

| the nuclary will authinister/monitor E3G grant runus.   |                    |                      |                         |  |  |
|---|--------------------|----------------------|-------------------------|--|--|
|   |                    |                      |                         |  |  |
|   |                    |                      |                         |  |  |
| Financial Information:  |                    |                      |                         |  |  |
| Total Cost: \$270,359.00  | General Fund Cost: | \$0.00               | Included in Budget: Yes |  |  |
| If not included in Budget, recommende   | ed funding source: |                      |                         |  |  |
|   |                    |                      |                         |  |  |
| Action is Related to an Activity V  | Vhich Is: Non-Man  | dated                |                         |  |  |
| Action is Related to Strategic Plan:  |                    |                      |                         |  |  |
| Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County. |                    |                      |                         |  |  |
|   |                    |                      |                         |  |  |
|   |                    |                      |                         |  |  |
|   | ,                  |                      |                         |  |  |
| Administration:   | 1//                |                      |                         |  |  |
| Recommended by County Administrat   | or:                | 2/3/2023 10:27:02 AM |                         |  |  |

Grant #: HML-2021-Ottawa C-5826-ESF Effective Date: 1/5/2023

#### **Program Description:**

MSHDA has awarded \$270,359 to Ottawa County as the fiduciary agency for the Ottawa County Continuum of Care: serving homeless or at risk of homeless populations in Ottawa County from 10/1/2021 through 02/28/2023. In accordance with the Authority approved grant application, related documents, and Memorandum of Understanding, the fiduciary will administer/monitor ESG grant funds.

# MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY RENTAL ASSISTANCE AND HOMELESS SOLUTIONS Funding Award Amendment

Amendment #: 2 Grantee: Ottawa County Grant #: HML-2021-Ottawa C-5826-ESF Effective Date: 1/5/2023 **Purpose of Amendment:** Change in Budget (See attached revision.) Change Grant Term Change Program Description (See attached revision.) Change Special Conditions (See attached revision.) Change Grant Number APPROVED BY: Homeless Assistance Specialist Homeless Assistance Manager Rental Assistance and Homeless Solutions Rental Assistance and Homeless Solutions Authorized Signatory for Grantee Director

Rental Assistance and Homeless Solutions

## Ottawa County, for and on behalf of Ottawa County Community Action Agency

| By: |  |
|-----|--|
|     | Joe Moss, Chairperson                    |
|     | Board of Commissioners                   |
|     |  |
| D   |  |
| By: | Justin F. Roebuck, County Clerk/Register |
|     | , , ,                                    |
| Dat | e:                                       |

Grant #: HML-2021-Ottawa C-5826-ESF Effective Date: 12/08/2022

#### **Previous Budget**

| Component-Activity   | Approved Funds |
|--|----------------|
| ESG Funds  |                |
| Street Outreach  | \$53,535.00    |
| Emergency Shelter - Essential Services   | \$3,946.00     |
| Emergency Shelter - Shelter Operations   | \$13,000.00    |
| Homeless Prevention - Housing Relocation and Stabilization Services - Services Costs       | \$31,907.00    |
| Homeless Prevention - Housing Relocation and Stabilization Services - Financial Assistance | \$800.00       |
| Homeless Prevention - Short-Term and Medium-Term Rental Assistance                         | \$33,199.00    |
| Rapid Re-Housing - Housing Relocation and Stabilization Services - Services Costs          | \$57,225.00    |
| Rapid Re-Housing - Housing Relocation and Stabilization Services - Financial Assistance    | \$9,000.00     |
| Rapid Re-Housing - Short-Term and Medium-Term Rental Assistance                            | \$21,629.00    |
| HMIS   | \$25,842.00    |
| Administrative Costs   | \$20,276.00    |
| GRAND TOTAL  | \$270,359.00   |

Grant #: HML-2021-Ottawa C-5826-ESF Effective Date: 12/08/2022

#### **New Budget**

| Component-Activity   | Approved Funds |
|--|----------------|
| ESG Funds  |                |
| Street Outreach  | \$53,535.00    |
| Emergency Shelter - Essential Services   | \$3,946.00     |
| Emergency Shelter - Shelter Operations   | \$13,000.00    |
| Homeless Prevention - Housing Relocation and Stabilization Services - Services Costs       | \$31,177.00    |
| Homeless Prevention - Housing Relocation and Stabilization Services - Financial Assistance | \$300.00       |
| Homeless Prevention - Short-Term and Medium-Term Rental Assistance                         | \$33,199.00    |
| Rapid Re-Housing - Housing Relocation and<br>Stabilization Services - Services Costs       | \$57,225.00    |
| Rapid Re-Housing - Housing Relocation and<br>Stabilization Services - Financial Assistance | \$8,949.00     |
| Rapid Re-Housing - Short-Term and<br>Medium-Term Rental Assistance                         | \$22,910.00    |
| HMIS   | \$25,842.00    |
| Administrative Costs   | \$20,276.00    |
| GRAND TOTAL  | \$270,359.00   |



|                        | 7 100.011 110000                            |
|------------------------|---|
| Committee:             | Board of Commissioners                      |
| Meeting Date           | : 02/16/2023                                |
| Requesting Department: | Human Resources                             |
| Submitted By           | : Marcie Ver Beek                           |
| Agenda<br>Item:        | Innovation and Technology Personnel Request |

#### **Suggested Motion:**

To approve the request from IT to add one, 1.0 FTE full-time, benefited Network Administrator position at universal paygrade 15 for a total cost of \$131,738.

#### Summary of Request:

IT operations continues to grow as the organization evolves (improved security, working remote, leveraging new software solutions/frameworks/SaaS, and operating with a multi-cloud architecture). Over the past three years the number of servers supported by IT has grown by 43% (currently 491 servers). The number of active users has also grown over the past three years by 25% (currently 1328 users).

IT operations currently has three (3) full-time professionally certified Network Administrators - engineers who administer and maintain the network and servers. We are requesting a fourth FTE to assist with growth, access control responsibilities (AD/ACC), and daily administrative patching/security/upgrade responsibilities.

| Financial Information:                                    |                       |                             |                      |               |                        |                |
|---|-----------------------|-----------------------------|----------------------|---------------|------------------------|----------------|
| Total Cost: \$131,738.00                                  | General Fund<br>Cost: | 31,738.00                   | Included in Budget:  | Yes           | ✓ No                   | □ N/A          |
| If not included in budget, recomme                        | ended funding s       | ource:                      |                      |               |                        |                |
| The approval of this motion authorizes a                  | an appropriation o    | of Innovation and Technol   | ogy Fund Baland      | ce for this   | oosition.              |                |
| Action is Related to an Activity W                        | /hich ls:             | ✓ Mandated                  | Non-Mandated         |               | ☐ New                  | Activity       |
| Action is Related to Strategic Pla                        | ın:                   |                             |                      |               |                        |                |
| Goal: Goal 4: To Continually Improve the County s Organiz | zation and Services.  |                             |                      |               |                        |                |
|   |                       |                             |                      |               |                        |                |
|   |                       |                             |                      |               |                        |                |
|   |                       |                             |                      |               |                        |                |
| Objective: Goal 4, Objective 3: Maintain                  | and expand investi    | ments in the human resource | es and talent of the | organization  | on.                    |                |
|   |                       |                             |                      |               |                        | $\blacksquare$ |
|   |                       |                             |                      |               |                        |                |
| Administration:   | Recommended           | Not Recom                   | mondod [             | Without F     | Pocommo                | ndation        |
| County Administrator:                                     | ] Necommended         | □I/I/Ot L/ecoliii           |                      | J Without i   | 1 <del>C</del> COIIIII | Hualion        |
| County Administrator.                                     |                       |                             |                      |               |                        |                |
| Committee/Governing/Advisory Bo                           | ard Approval D        | ate: 02/07/2023             | Finance and A        | dministration | Committee              |                |

# 2023 Estimated Costs per Deductions Employee Costs

Network Administrator Unclassified-Pay Grade 15

| FTE |        | Wages     | Benefits  | TOTAL COST |  |
|-----|--------|-----------|-----------|------------|--|
|     | 1.0000 | 81,185.00 | 50,553.36 | 131,738.36 |  |



# COUNTY OF OTTAWA

# New Position Request Form

Please print form and return to the Human Resources Department

| DE         | EPARTMENT: Innovation and Technology DATE REQUESTED: 11/18/2022  |
|------------|--|
| Po         | OSITION TITLE: Network Admin (2726) ORG CODE: 63602280   |
| DA         | ATE NEEDED 12/15/2022  |
| CI         | HECK ONE: ☐ Full-Time Benefitted  ☐ Part-Time Benefitted  ☐ New Position → Number of hours per week requested:   |
|            | <ul> <li>□ Expansion of Existing Hours → From: To: hrs/week</li> <li>□ Non-Benefitted, Temporary → Duration of Temporary Position:</li> <li>□ New Position → Number of hours per week requested:</li> <li>□ Expansion of Existing Hours - please refer to the attached schedule to make this request</li> </ul>  |
| <b>G</b> I | ENERAL INFORMATION:  Bargaining Unit/Benefit Group: 100-Unclass  |
|            | Pay Grade: U15   |
| 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 i the additional funding for this position coming from, as well as the impact to the department. Please limit you response to a maximum of one page, double spaced. |
|            | Attached.  |
|            |  |
|            | OST INFORMATION: dditional source of revenue (in percentage) to support this position.   |
| Pro        | ovide the revenue line to be amended if this position is approved:   |
|            | timated salary cost (including for the budget year: (department to request nount from H/R)   |
|            | timated fringe benefit cost for the budget year: (department to request amount om H/R)   |



# COUNTY OF OTTAWA

# New Position Request Form

Please print form and return to the Human Resources Department

| None.  | ponal 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.  DEPaul Klimas  DATE: 11/18/2022 |
|--|---|
|  |   |
|  |   |
| Additional information:  |   |
| <ul> <li>equipment) will be entered by Fiscal Services in department will not be responsible for this portion.</li> <li>Please include all position information on this for that you submit for this position request should be committee members who may not be familiar with the committee members.</li> </ul> | to your budget if the position is approved. The on of the budget entry.  from and attachments (as noted above). The justification be well thought out and articulated in a way that the th day to day activities of your area can understand the  |
| SIGNED: Paul Klimas  | DATE: 11/18/2022  |
|  |   |
| BUDGET DATA:   | CONTROL #:  |
| Fiscal Services Department Use Only  | Fiscal Services Department Use Only   |

|                                      | Committee:   | Board of Commissioners |  |
|--------------------------------------|--------------|------------------------|--|
|                                      | Meeting Date | 02/16/2023             |  |
|                                      | Requesting   | Fiscal Services        |  |
|                                      | Department:  |                        |  |
|                                      | Submitted By | :Karen Karasinski      |  |
| Ottawa County Where You Beforg       | Agenda       | 2024 Budget Calendar   |  |
| ritor jos bojug                      | Item:        |                        |  |
|                                      |              |                        |  |
| Suggested Motion:                    |              |                        |  |
| To approve the 2024 Budget Calendar. |              |                        |  |

## Summary of Request:

Annually, the Board is presented a budget calendar for consideration. The calendar is intended to outline key dates to provide guidance and structure to the process for all stakeholders.

| Financial Information         | 1:   |                            |                                |           |         |          |
|-------------------------------|--|----------------------------|--------------------------------|-----------|---------|----------|
| Total Cost: \$0.00            | General Fur<br>Cost:   | nd \$0.00                  | Included in Budget:            | Yes       | ☐ No    | ✓ N/A    |
| If not included in budg       | get, recommended fundi   | ng source:                 |                                |           |         |          |
|                               |  |                            |                                |           |         |          |
| Action is Related to          | an Activity Which Is:  | ✓ Mandated                 | ■ Non-Mandated                 | b         | ■ New   | Activity |
| Action is Related to          | Strategic Plan:  |                            |                                |           |         |          |
| Goal: Goal 1: To Maintain and | Improve the Strong Financial Posit   | ion of the County.         |                                |           |         |          |
|                               |  |                            |                                |           |         |          |
|                               |  |                            |                                |           |         |          |
|                               |  |                            |                                |           |         |          |
| Objective:                    |  |                            |                                |           |         |          |
| Goal 1, Objectiv              | e 1: Maintain and improve current p  | rocesses and implement new | strategies to retain a balance | d budget. |         |          |
| Goal 1, Objectiv              | Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy. |                            |                                |           |         |          |
| Goal 1, Objectiv              | e 3: Maintain or improve bond credi  | t ratings.                 |                                |           |         |          |
| Administration:               | 1/1 ✓ Recommen   | nded Not                   | Recommended                    | Without   | Recomme | endation |
| County Administrator          | MM   |                            |                                |           |         |          |

Committee/Governing/Advisory Board Approval Date: 02/07/2023

Finance and Administration Committee

# **County of Ottawa Budget Calendar**

Fiscal Year 2024

February Budget Calendar presented to the Finance Committee

February Budget Calendar presented to the Board of Commissioners for approval

March Departments/Elected Officials submit capital project requests to update the

five-year capital improvement plan

April/May Operational budget kick-off with training. Department/Elected Officials

request 2024 operating budgets.

April/May Board Strategic Planning Session

May Departments/Agencies finalize 2024 Operating Budget Requests & 2024

New Personnel Request due

June/July Fiscal Services and Administration review budget and prepare

recommendation for Board of Commissioners

July Community Mental Health Board holds the Public Hearing and adopts the

2024 Community Mental Health Budget

July Parks and Recreation Board reviews and adopts the 2024 Parks Budget

August Planning and Policy Committee review the Capital Improvement Plan

August Finance Committee reviews the Recommended Budget and Capital

Improvement Plan. The Finance Committee sets a date for the Budget Public

Hearing

August Board sets the Public Hearing for the 2024 County Budget; Board of

Commissioners approve the 2024 CIP

September

1st Board Meeting Budget Presentation at Board meeting and Public Hearing

September

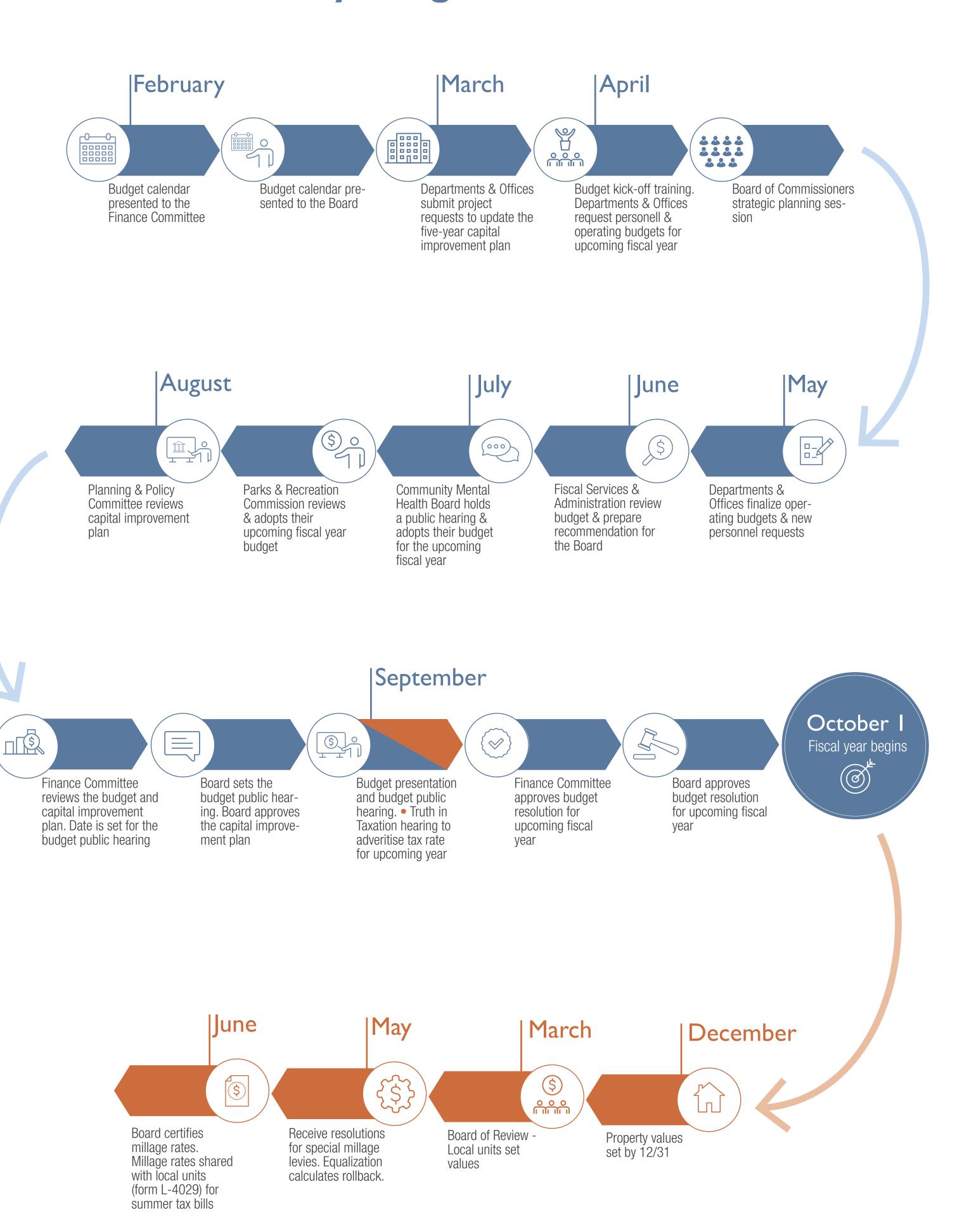
Finance Meeting Finance Committee approve the 2024 Budget Resolution

September

2<sup>nd</sup> Board Meeting Board of Commissioners adopts the 2024 Budget Resolution

October 1 Start of Fiscal Year

# Ottawa County Budget & Tax Rate Timeline



| Ottowa County                  |  |
|--------------------------------|--|
| Ottawa County Where You Belong |  |

|                        | 7 (00.01) 110 4 4 0 5 0   |
|------------------------|---------------------------|
| Committee:             | Board of Commissioners    |
| Meeting Date           | : 02/16/2023              |
| Requesting Department: | Fiscal Services           |
| Submitted By           | ∵Karen Karasinski         |
| Agenda<br>Item:        | FY2023 Budget Adjustments |

#### Suggested Motion:

To approve the 2023 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: \$906,029.00   |
|--|
| Total Cost: \$906,029.00   |
| Total Cost: \$906,029.00   |
| Total Cost: \$906,029.00   |
| 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. |
| 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.   |
| Action is Related to Strategic Plan: Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.  |
| Action is Related to Strategic Plan: Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.  |
| Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.   |
|  |
| Objective:   |
| Objective:   |
| Objective:   |
| ODIECTIVE.   |
| 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:  |
| County Administrator:  |
| <i>'</i>   |
| Committee/Governing/Advisory Board Approval Date: 02/07/2023 Finance and Administration Committee  |

|       | Fund                | Department  | Explanation  | Revenue     | Expense     |
|-------|---------------------|---|--|-------------|-------------|
| 4-912 | Governmental Grants | District Court Mental Health Court<br>Grant   | Budget for FY23 Mental Health Treatment Court (MHTC) program was entered during budget season last year. The final amount approved by the granting agency ended up being lower than projected. Distric Court decreased expenditures to accommodate the decrease in funding. Final award amount is \$97,850.  Grant Period - FY23   | \$ (19,374) | \$ (19,374) |
|       |                     | Circuit Court - BJA Grant   | Bureau of Justice Program grant (FY19 award) was extended for an additional year to allow the spend down of the remainding funds. The original budget forecast was less than actual amount to carryforward. Funding is used to expand capacity of the recovery court and enchance court services.  | \$ 65,223   | \$ 65,223   |
|       |                     | Circuit Court - Office of Highway<br>Safety Program Grant                               | Office of Highway Safety Program Grant was not awarded in FY23. Entry to remove available budget   | \$ (46,280) | \$ (46,280) |
|       |                     | Circuit Court - Substance Abuse<br>and Mental Health Services<br>Admininistration Grant | SAMHSA (Substance Abuse and Mental Health Services Administration) grant not extended into FY23. Entry to remove available budget.   | \$ (18,254) | \$ (18,254) |
|       |                     | Circuit Court - BJA Grant FY21<br>award   | Bureau of Justice Program grant (FY21 award) is carried over into FY23. The original budget forecast was less than actual amount to carryforward. Funding will be used to scale up the drug court program's capacity; provide access to or enhance treatment capacity or other critical support services; enhance court operations; expand or enhance court services; or improve the quality and/or intensity of services based on needs assessments | \$ 535,819  | \$ 535,819  |
|       |                     | Circuit Court - Opioid,<br>Methamphetamine, & Trauma<br>Expansion and Response Program  | Opioid, Methamphetamine, & Trauma Expansion and Response is a federally funded program. This program is currenty in year 2 of a 4 year grant award. The total grant award for FY23 is \$500,000 and we only budgeded \$212,330. This amendment increases the budget to the actual amount available.  | \$ 287,670  | \$ 287,670  |
|       |                     |   |  |             |             |

|       | Fund          | Department        | Explanation  | Revenue    | Expense    |
|-------|---------------|-------------------|--|------------|------------|
|       |               |                   | Request to appropriate funding to complete the Behavioral Risk Factors     |            |            |
|       |               |                   | Survey and Community Health Needs Assessment in conjunction with           |            |            |
|       |               |                   | community health partners, including Corewell Health, Holland Hospital,    |            |            |
|       |               |                   | Trinity Health, United Way of Ottawa and Allegan County and Community      |            |            |
|       |               |                   | Mental Health. Ottawa County Department of Public Health actss as the      |            |            |
|       |               |                   | coordinator and fiduciary for the Community Health Needs Assessment.       |            |            |
|       |               |                   | Completion of this assessment is a federal requirement for many            |            |            |
|       |               |                   | healthcare organizations and is important for public health accreditation. |            |            |
|       |               |                   | Total contract amount is \$163,800; the contribution from community        |            |            |
|       |               |                   | partners is \$101,225, Public Health's contribution is \$59,575, and       |            |            |
| 4-595 | Public Health | Health Department | Community Mental Health's contribution is \$3,000.                         | \$ 101,225 | \$ 101,225 |
|       |               |                   |  |            |            |



| Action Request                         |  |  |
|--|--|--|
| Board of Commissioners                 |  |  |
| Meeting Date: 02/16/2023               |  |  |
| Administration                         |  |  |
| Submitted By: John Gibbs               |  |  |
| Community Action Agency Advisory Board |  |  |
|  |  |  |

#### Suggested Motion:

To place into nomination the name of (\*indicates recommendation from the Community Action Agency Advisory Board)

\*Britney Brown

and to select one (1) to fill one (1) Consumer Sector vacancy beginning immediately and ending December 31, 2023.

#### Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

| Financial Information:  |                        |                                   |                          |                 |          |          |
|---|------------------------|-----------------------------------|--------------------------|-----------------|----------|----------|
| Total Cost: \$0.00  | General Fund<br>Cost:  | \$0.00                            | Included in Budget:      | Yes             | ☐ No     | ✓ N/A    |
| If not included in budget, recomme  | ended funding          | g source:                         |                          | •               | •        | •        |
| -   |                        |                                   |                          |                 |          |          |
| Action is Related to an Activity Which Is:   Mandated   Non-Mandated   New Activity   |                        |                                   |                          |                 | Activity |          |
| Action is Related to Strategic Pla  |                        |                                   |                          |                 |          |          |
| Goal: Goal 1: To Maintain and Improve the Stron   | ng Financial Position  | n of the County.                  |                          |                 |          |          |
| Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.                                     |                        |                                   |                          |                 |          |          |
| Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.                                     |                        |                                   |                          |                 |          |          |
| Goal 4: To Continually Improve the County's Organization and Services.  |                        |                                   |                          |                 |          |          |
| Objective: Goal 1, Objective 1: Maintain and  | improve current pro    | cesses and implement new strate   | gies to retain a balance | d budget.       |          |          |
| Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents. |                        |                                   |                          |                 |          |          |
| Goal 3, Objective 4: Evaluate communication with other key stakeholders.  |                        |                                   |                          |                 |          |          |
| Goal 4, Objective 4: Examine oppo   | ortunities for increas | sed cooperation and collaboration | with local government a  | and other partn | ers.     |          |
| Administration:   | Recommend              | ed Not Reco                       | ommended                 | Without         | Recomme  | endation |
| County Administrator:   |                        |                                   |                          |                 |          |          |
| Committee/Governing/Advisory Bo   | oard Approva           | l Date:                           |                          |                 |          |          |



| Committee:             | Board of Commissioners |
|------------------------|------------------------|
| Meeting Date           | : 02/16/2023           |
| Requesting Department: | Administration         |
| Submitted By           | : John Gibbs           |
| Agenda<br>Item:        | Legal Services         |

#### **Suggested Motion:**

To approve and authorize the Board Chairperson and Clerk/Register to sign the amendment to the Kallman Legal Group, PLLC's contract for the County Corporation legal services for the purpose of making this contract consistent with the two legal service contracts with the Ottawa County Insurance Authority, effective January 1, 2023.

### Summary of Request:

That the two (2) contracts (Kallman Legal Group, PLLC and Legacy Litigation Group, PLLC) with Ottawa County Insurance Authority and the Ottawa County Corporation Counsel contract parallel and are consistent with each other.

| Financial Information:                |   |             |                     |            |          |          |
|---------------------------------------|---|-------------|---------------------|------------|----------|----------|
| Total Cost: \$0.00                    | General Fund<br>Cost:   | d \$0.00    | Included in Budget: | Yes        | ✓ No     | □ N/A    |
| If not included in budget,            | recommended fundin  | g source:   | , ,                 |            |          |          |
|                                       |   |             |                     |            |          |          |
|                                       | Action is Related to an Activity Which Is:   Mandated   Non-Mandated   New Activity |             |                     |            | Activity |          |
| Action is Related to Stra             | ategic Plan:  |             |                     |            |          |          |
| Goal: Goal 4: To Continually Impro    | ve the County's Organization an   | d Services. |                     |            |          |          |
| Objective:                            |   |             |                     |            |          |          |
| Administration: County Administrator: | Recommend   | ded Not I   | Recommended         | ]Without F | Recomme  | endation |
| Committee/Governing/Ac                | /   | Il Date:    |                     |            |          |          |

#### FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

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

#### **AMENDMENT**

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

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

#### **Article VII - TERM**

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

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

**OTTAWA COUNTY** 

| ATTEST           |   |
|------------------|---|
| February, 2023   | Ottawa County Board of Commissioner             |
| David A. Kallman | Chairperson Ottawa County Board of Commissioner |
| Ву:              | By:   |

KALLMAN LEGAL GROUP, PLLC

Ottawa County Clerk/Register