

*To All Ottawa County Commissioners:*

The Ottawa County Board of Commissioners will meet on **Tuesday, March 14, 2023 at 9:00 AM** for the regular March meeting of the Board at the Ottawa County Fillmore Street Complex in West Olive, Michigan and via Zoom and YouTube.

*The Agenda is as follows:*

1. *Call to Order by the Chairperson*
2. *Prayer and Pledge of Allegiance*
3. *Roll Call*
4. *Public Comment*
5. *Correspondence*
  - A. *GCSI Update, Bob DeVries*
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 [February 28, 2023](#), Board of Commissioners meeting.*

B. [Correspondence Log 496](#)

*Suggested Motion:*

*To receive for information the Correspondence Log.*

From Administration

C. [Ottawa County Department of Innovation and Technology 2022 Annual Report](#)

*Suggested Motion:*

*To receive for information the Ottawa County Department of Innovation and Technology 2022 Annual Report.*

D. [Ottawa County Department of Parks and Recreation 2022 Annual Report](#)

*Suggested Motion:*

*To receive for information the Ottawa County Department of Parks and Recreation 2022 Annual Report.*

E. [Ottawa County Community Action Agency 2022 Annual Report](#)

*Suggested Motion:*

*To receive for information the Ottawa County Community Action Agency 2022 Annual Report.*

From the Planning and Policy Committee

F. [Grant Application for Rosy Mound Expansion Phase Two](#)

*Suggested Motion:*

*To approve the application to the Michigan Natural Resources Trust Fund (MNRTF) program for funding assistance for the Rosy Mound Expansion Phase II acquisition project.*

G. [Grant Application Upper Macatawa Natural Area](#)

*Suggested Motion:*

*To approve the application to the Michigan Natural Resources Trust Fund (MNRTF) program for funding assistance for Upper Macatawa Natural Area – Greenway Trailhead project.*

From the Finance and Administration Committee

H. [Accounts Payable for January 27, 2023 through February 24, 2023](#)

*Suggested Motion:*

*To approve the general claims in the amount of \$15,348,523.81 as presented by the summary report for January 27, 2023 through February 24, 2023.*

I. [Vehicle Addition](#)

*Suggested Motion:*

*To approve the request to purchase a Crisis Intervention Team (CIT) vehicle.*

J. [Support Services for Avigilon Systems](#)

*Suggested Motion:*

*To approve the 3-year agreement with Knight Watch in support of for Ottawa County's Avigilon Systems – Surveillance Video and Door Access.*



K. [Michigan Medical Marihuana Operation and Oversight Grant](#)

*Suggested Motion:*

*To approve the Michigan Medical Marihuana Operation and Oversight Grant agreement with the Michigan Department of Licensing and Regulatory Affairs (LARA).*

L. [Parks & Recreation Personnel Requests](#)

*Suggested Motion:*

*To approve the request from the Ottawa County Parks Department to reclassify the Head Naturalist, Park Naturalist, and Nature Center Secretary positions and add one 1.0 FTE Communications Specialist position at a cost of \$95,180.34 funded by the Parks fund balance for fiscal year 2023.*

M. [Strategic Impact Personnel Request](#)

*Suggested Motion:*

*To approve the proposal to change one, 1.0 FTE full-time, benefited Senior Secretary (Group T) position at universal paygrade 4 to an Administrative Assistant (Unclassified) at universal paygrade 7 for a total cost of \$6,225.*

N. [Resolution to Authorize “Qualifying Statements” for Bonding](#)

*Suggested Motion:*

*To approve the Resolution to authorize certification of a “Qualifying Statement” for bonding purposes.*

O. [Housekeeping Services Contract](#)

*Suggested Motion:*

*To approve the Enviro-Clean Services, Inc. contract for housekeeping services at the James St. Complex (A-D Buildings), Grand Haven Courthouse, Holland District Courthouse, and Fulton St. (CMH) Building.*

P. [FY23 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 Mental Health Personnel Request](#)

*Suggested Motion:*

*To approve and authorize the Board Chairperson and Clerk/Register to sign the request from Community Mental Health to add eight full-time new positions and remove two positions at a total cost of \$572,307.20 to be funded by CCBHC grant and Medicaid.*

B. [Ottawa County Housing Commission](#)

*Suggested Motion:*

*To consider a recommendation from the appointing authority to update the composition of the Ottawa County Housing Commission.*

C. [Administration Personnel Request](#)

*Suggested Motion:*

*To approve a request from the Office of the Administrator to reclassify and upgrade the Executive Assistant position to Senior Executive Aide to the Administrator, at a cost of \$37,349.08, funded by the General Fund contingency for fiscal year 2023.*

10. *Committee Reports*

A. [Ottawa County Department of Innovation and Technology Annual Report](#)

*(Presented by Paul Klimas, Innovation and Technology Director)*

B. [Ottawa County Department of Parks and Recreation Annual Report](#)

*(Presented by Jason Shamblin, Parks and Recreation Director)*

C. [Ottawa County Community Action Agency Annual Report](#)

*(Presented by Jennifer Brozowski, Program Director)*

11. *Public Comment*

12. *Additional Business*

A. *Report from County Administrator*

13. *Adjournment at Call of the Chairperson*

**PROPOSED  
PROCEEDINGS OF THE OTTAWA COUNTY  
BOARD OF COMMISSIONERS  
FEBRUARY SESSION – SECOND DAY**

The Ottawa County Board of Commissioners met on Tuesday, February 28, 2023, at 6:30 p.m. and was called to order by the Chairperson.

The prayer was pronounced.

Commissioner Kyle Terpstra 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)

Public Comments

Public comments were made by the following:

1. Carrie Robinson-Grand Haven City
2. Joe Carron-Georgetown Township
3. Julia Bratton-Spring Lake Village
4. Charity McMaster-Spring Lake Village
5. Karen Cotton-City of Grand Haven
6. Dan Zimmer-Port Sheldon Township
7. Ron Adison-Spring Lake Township
8. Julia Davey-Robinson Township
9. Mike Kuras-Spring Lake Township
10. Dena Arner-Holland Township
11. Cynthia Smyers-Robinson Township
12. Stephen Rockman-Grand Haven Township
13. Donna Mooney-Georgetown Township
14. Ryan Anderson-Chester Township
15. Sheila Dettloff-Holland Township
16. Peter Armstrong Sr-Grand Haven Township
17. Michael Farage-Kent County
18. Benjamin Rance-Robinson Township
19. Don Bergman-Park Township
20. Alpha Mansaray-Holland Township
21. Jeff King-Jamestown Township
22. Catherine Bristola Bass-Holland City
23. Brenda Vandermeulen-Holland Township
24. Ronnie Allen-Allendale Township
25. Kendra Wenzel-Hudsonville
26. Harvey Nikkel-Georgetown Township

27. Bruce Greenlee-Park Township
28. Cynthia Madsen-Grand Haven Township
29. Roberta Nauta-Grand Haven Township
30. Joe Spaulding-Holland Township
31. Melanie Scholten-Park Township
32. Virginia Greenlee-Park Township
33. Ann Henriksen-Zeeland City
34. Tara Angus-Georgetown Township
35. Deb Ralya-Holland City
36. Cindy Spielmaker-Grand Haven City
37. Lisa Royce-Ferrysburg
38. Rebecca Patrick-Allendale Township
39. Debra Cizek-Port Sheldon Township
40. Jerry Morlock-Grand Haven City
41. Yvonne Olmsted-Grand Haven City
42. Justine Robinson-Holland Township
43. Marlie McDonald-Holland City
44. Anita Brown-Olive Township
45. Barbara VanHorssen-Grand Haven City
46. Caden Hembrough-Georgetown Township
47. Jim Kuiper-Holland Township
48. Denise Newhouse-Holland Township
49. Paul Kik-Jenison
50. Phil Kuyers-Robinson Township
51. Roger Williams-Grand Haven City
52. Eric Johnson-Spring Lake Village
53. Joseph Alfonso-Holland Township
54. Jeremy Bosch-Allendale Township
55. Liz Ramey-Allendale Township
56. Rich Dausman-Wright Township
57. Malinda Pego-Muskegon County
58. Kim Nagy-Georgetown Township
59. Karla Wagner-Kent County
60. David Barnosky-Port Sheldon Township
61. David Morren-Allendale Township

B/C 23-067      Roger Belknap moved to take a short recess at 9:16 p.m.

The motion passed.

Chairperson Moss called the meeting back to order at 9:30 p.m.

#### Correspondence

- A. Farm Bureau Presentation-Dan Tebos & Mark Schinborn explained the diversity of agriculture and how agriculture is represented in Ottawa County and what Ottawa

County Farm Bureau does. He also highlighted some events that they host that the County Commissioners are invited to.

Approval of Agenda

B/C 23-068 Roger Bergman moved to approve the agenda of today.

The motion passed.

Consent Resolutions

B/C 23-069 Sylvia Rhodea moved to remove Consent Resolution B for the Community Action Agency Advisory Board nomination to its own motion.

B/C 23-070 Roger Bergman moved to approve the following Consent Resolutions:

A. To approve the minutes from the February 16, 2023, Board of Commissioners meeting.

B/C 23-071 Douglas Zylstra moved to approve the nomination of (\*indicates recommendations 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.

The motion passed.

Agenda and Action Requests

B/C 23-072 Gretchen Cosby moved to correct a resolution from the December 13, 2022, Board of Commissioners meeting.

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

Nays: Rebekah Curran, Kyle Terpstra, Douglas Zylstra, Roger Bergman, Jacob Bonnema. (5)

B/C 23-073 Sylvia Rhodea moved to amend the Resolution as requested by the Clerk that in that third "WHEREAS" we remove the word "official", so it will read WHEREAS, according to the video record of the December 13, 2022 Board meeting, Commissioner Philip Kuyers made the following motion (timestamp 33:30):.

The motion passed.

Roger Bergman left the meeting at 10:03 p.m.

Public Comment

1. Dan Zimmer-Port Sheldon Township
2. Don Bergman-Park Township
3. Brenda Vandermeulen-Holland Township
4. Ryan Cotton-City of Holland
5. Maureen Dilski-Park Township
6. David Morren-Allendale Township
7. Lori Grasman-Robinson Township
8. Belinda Coronado-City of Holland
9. Shawn Half-Georgetown Township

Zoom Public Comment

1. Adrea Hill-Holland Township
2. Kristen Hintz-Park Township
3. Jewell Wichman-Spring Lake

Additional Business

- A. Report from County Administrator-The County Administrator's report was presented. He updated on the Strategic Plan and Budget Processes and spoke on the Brown Bag Lunches that he will be attending in the future.
- B. General Information, Comments, and Meetings Attended-Commissioner Zylstra and Commissioner Bonnema made comments.

Adjournment at Call of the Chairperson

B/C 23-074 Roger Belknap moved to adjourn the meeting at 10:33 p.m. The motion passed.

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

JOE MOSS, Chairperson  
Of the Board of Commissioners

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 03/14/2023

**Requesting Department:** County Clerk/Register of Deeds

**Submitted By:** Renee Kuiper

**Agenda Item:** Correspondence Log 496

## Suggested Motion:

To receive for information the Correspondence Log.

## Summary of Request:

## Financial Information:

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

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

**Action is Related to Strategic Plan:**

**Goal:** Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

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

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

County Administrator:

Committee/Governing/Advisory Board Approval Date:

LSTRPT055PAGE: 1  
3/1/2023 09:08:26 AM List Contents Report by Renee Kuiper on 3/1/2023 at 9:08:26 AM  
Search Results Title:





At a Regular Session of the Calhoun County Board of Commissioners, held in Board Chambers, Calhoun County Building, 315 West Green Street, Marshall, Michigan, on Thursday, February 16, 2023, with Chair Kathy-Sue Vette presiding, the following action was taken:

**RESOLUTION HONORING THE  
MICHIGAN ASSOCIATION OF COUNTIES**

**WHEREAS**, Michigan's 83 county governments play a central role in the proper delivery of, and oversight for, critical public services for the state's approximately 10 million residents; and

**WHEREAS**, Michigan county governments are led by Boards of Commissioners, who are elected from their communities; and

**WHEREAS**, the State Association of Supervisors of Michigan was formed by representatives of 16 counties on Feb. 1, 1898, in the Senate chamber of the Michigan State Capitol in Lansing; and

**WHEREAS**, the association's name was changed to the Michigan Association of Counties on July 17, 1969; and

**WHEREAS**, the Michigan Association of Counties is the oldest association representing local governments in Michigan; and

**WHEREAS**, 48 of Michigan's 83 counties have had at least one of their commissioners (or supervisors prior to 1968) serve as president of the association's Board of Directors; and

**WHEREAS**, the association created the Michigan Counties Workers' Compensation Fund in 1979 to help county members provide workplace safety and injury insurance services to its employees; and

**WHEREAS**, the association created the Michigan Association of Counties Service Corporation in 1986 to partner with service providers to help counties save money on everything from health insurance to telecommunications services; and

**WHEREAS**, the association hosts two major conferences every year to bring together county leaders for briefings on trending public policy issues and to hear from state newsmakers and others; and

**WHEREAS**, the association's advocacy work in Lansing and beyond has advanced the interests of county governments and the residents they serve; and

**WHEREAS**, no fewer than five association presidents have served or are serving in the Michigan Legislature in the 21<sup>st</sup> century, a testament to the culture of public service inculcated by the association.

**THEREFORE, BE IT RESOLVED** that Calhoun County wishes to commend and honor the Michigan Association of Counties on its 125<sup>th</sup> Anniversary year.

Res.024-2023

“Moved Comr. Hatcher, second by Comr. Frisbie to approve the Resolution Honoring the Michigan Association of Counties, as presented.”

Present: Comrs. Frisbie, King, Vette, Hatcher, Miller, and French.

Absent: Comr. Thompson

On a **VOICE VOTE**.

Motion **CARRIED**.

STATE OF MICHIGAN     )  
                                      ) SS  
COUNTY OF CALHOUN    )

I, the undersigned, Calhoun County Deputy Clerk and Secretary to the Board of Commissioners, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Calhoun County Board of Commissioners at its regular meeting held on February 16, 2023 relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be made available as required by said Act.

Dated: February 16, 2023

  
Deputy Clerk and Secretary to the  
Board of Commissioners



## BOARD OF COMMISSIONERS

County Building  
P.O. Box 70, Room 131  
Cheboygan, Michigan 49721

Tel ~ (231) 627-8858  
Fax ~ (231) 627-8881  
E-mail ~ ccao@cheboygancounty.net

### CHEBOYGAN COUNTY BOARD OF COMMISSIONERS

#### RESOLUTION #2023-04 HONORING the Michigan Association of Counties

**WHEREAS**, Michigan's 83 county governments play a central role in the proper delivery of, and oversight for, critical public services for the state's approximately 10 million residents; and

**WHEREAS**, Michigan county governments are led by Boards of Commissioners, who are elected from their communities; and

**WHEREAS**, the State Association of Supervisors of Michigan was formed by representatives of 16 counties on Feb. 1, 1898, in the Senate chamber of the Michigan State Capitol in Lansing; and

**WHEREAS**, the association's name was changed to the Michigan Association of Counties on July 17, 1969; and

**WHEREAS**, the Michigan Association of Counties is the oldest association representing local governments in Michigan; and

**WHEREAS**, 48 of Michigan's 83 counties have had at least one of their commissioners (or supervisors prior to 1968) serve as president of the association's Board of Directors; and

**WHEREAS**, the association created the Michigan Counties Workers' Compensation Fund in 1979 to help county members provide workplace safety and injury insurance services to its employees; and

**WHEREAS**, the association created the Michigan Association of Counties Service Corporation in 1986 to partner with service providers to help counties save money on everything from health insurance to telecommunications services; and

**WHEREAS**, the association hosts two major conferences every year to bring together county leaders for briefings on trending public policy issues and to hear from state newsmakers and others; and

**WHEREAS**, the association's advocacy work in Lansing and beyond has advanced the interests of county governments and the residents they serve; and

**WHEREAS**, no fewer than five association presidents have served or are serving in the Michigan Legislature in the 21<sup>st</sup> century, a testament to the culture of public service inculcated by the association

**THEREFORE, BE IT RESOLVED** that **CHEBOYGAN COUNTY** wishes to commend and honor the Michigan Association of Counties on its 125<sup>th</sup> Anniversary year.

District 1  
Jeff Ostman

District 2  
Richard B. Sangster  
Vice-Chairman

District 3  
Michael Newman

District 4  
Ron Williams

District 5  
Kimberlee Pappas

District 6  
John B. Wallace  
Chair

District 7  
Steve Warfield



Adopted this 14 day of February, 2023.

CHEBOYGAN COUNTY BOARD OF  
COMMISSIONERS

By: John B. Wallace  
John B. Wallace, Chairperson

I, the undersigned, the Clerk of the County of Cheboygan, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Cheboygan County Board of Commissioners at its regular meeting held on February 14, 2023 relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be made available as required by said Act.

Dated: February 14, 2023

Karen L. Brewster  
Karen L. Brewster, County Clerk



Introduced by the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION COMMENDING THOSE INVOLVED IN THE RESPONSE TO THE  
ACTIVE SHOOTER INCIDENT AT MICHIGAN STATE UNIVERSITY**

**RESOLUTION # 23 – 074**

WHEREAS, students, faculty and university employees from across our region, state, country and globe call Ingham County home while attending and working at Michigan State University; and

WHEREAS, on the evening of February 13, 2023 an active shooter was reported on the Campus of Michigan State University; and

WHEREAS, within minutes Federal, State, County and local law enforcement, fire agencies, EMTs and paramedics from across the State of Michigan rushed to the scene; and

WHEREAS, the efficiency and coordination of the first responders arrival to the scene resulted in lives being saved; and

WHEREAS, medical staff at Sparrow Hospital worked well into the night to provide life-saving emergency care to the victims; and

WHEREAS, the Ingham County 911 Dispatchers went above and beyond as they assisted law enforcement officials in locating an active shooter, calming panicked students, following up on false leads, while at the same time handling unrelated calls; and

WHEREAS, many additional Ingham County employees will play an essential role in helping our communities heal and cope with the devastating aftermath of this tragedy; and

WHEREAS, we recognize that other forms of gun violence and the threat of gun violence continue to cause fear and tragedy throughout our communities; and

WHEREAS, the Ingham County Board of Commissioners has made a public safety planning commitment of support and partnership with Advance Peace which will help save lives and reduce life altering trauma by interrupting cyclical and retaliatory gun violence in urban neighborhoods; and

WHEREAS, the Board of Commissioners of Ingham County declared the first Friday in June to be National Gun Violence Awareness Day and encourages all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby commends all Federal, State, County and local law enforcement, hospital and emergency personnel, 911 dispatchers and Michigan State University employees who played a role in the response to the tragic shooting situation that unfolded at Michigan State University.

BE IT FURTHER RESOLVED, the Board sincerely appreciates the bravery and professionalism they each displayed as they diligently worked to protect and save the lives of those in the community.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners calls on state lawmakers and Governor Gretchen Whitmer to act swiftly in support of legislation and review all avenues that will prevent needless gun violence and similar tragedies from taking place in the future.

BE IT FURTHER RESOLVED, that the Ingham County Clerk will transmit copies of this resolution to all 83 counties in the State, the Governor of the State of Michigan, and the legislative delegation representing Ingham County in the State Legislature.

STATE OF MICHIGAN     )

) SS

COUNTY OF INGHAM    )

I, Barb Byrum, the duly qualified and acting Clerk of Ingham County, Michigan (the "County") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners at a meeting held on February 14, 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 21<sup>st</sup> day of February, 2023.



Barb Byrum, County Clerk  
Ingham County



**RESOLUTION #2023-R01**  
**By the Lapeer County Board of Commissioners**  
**HONORING the Michigan Association of Counties'**  
**125<sup>th</sup> Anniversary**

- WHEREAS,** Michigan's 83 county governments play a central role in the proper delivery of, and oversight for, critical public services for the state's approximately 10 million residents; and,
- WHEREAS,** Michigan county governments are led by Boards of Commissioners, who are elected from their local communities; and,
- WHEREAS,** the State Association of Supervisors of Michigan was formed by representatives of 16 counties on February 1, 1898, in the Senate chamber of the Michigan State Capitol in Lansing; and,
- WHEREAS,** the association's name was changed to the Michigan Association of Counties on July 17, 1969; and,
- WHEREAS,** the Michigan Association of Counties is the oldest association representing local governments in Michigan; and,
- WHEREAS,** 48 of Michigan's 83 counties have had at least one of their commissioners (or supervisors prior to 1968) serve as president of the association's Board of Directors; and,
- WHEREAS,** the association created the Michigan Counties Workers' Compensation Fund in 1979 to help county members provide workplace safety and injury insurance services to its employees; and,
- WHEREAS,** the association created the Michigan Association of Counties Service Corporation in 1986 to partner with service providers to help counties save money on everything from health insurance to telecommunications services; and,
- WHEREAS,** the association hosts two major conferences every year to bring together county leaders for briefings on trending public policy issues and to hear from state newsmakers and others; and,
- WHEREAS,** the association's advocacy work in Lansing and beyond has advanced the interests of county governments and the residents they serve; and,
- WHEREAS,** no fewer than five association presidents have served or are serving in the Michigan Legislature in the 21<sup>st</sup> century, a testament to the culture of public service inculcated by the association.

**NOW, THEREFORE, BE IT RESOLVED,** that the Lapeer County Board of Commissioners of Lapeer, Michigan wishes to commend and honor the **Michigan Association of Counties on its 125<sup>th</sup> Anniversary** year.

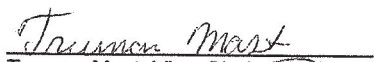
Lapeer County Board of Commissioners

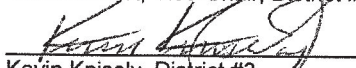
  
Tom Kohlman, Chairman, District #1

  
Gary Howell, District #2

  
Brad Haggadone, District #4

  
Bryan Zender, District #7

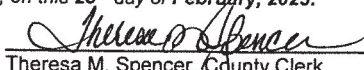
  
Truman Mast, Vice-Chair, District #5

  
Kevin Knisely, District #3

  
William Hamilton, District #6

I hereby certify that the foregoing Resolution was unanimously adopted by a vote at a regular meeting of the Board of Commissioners of the County of Lapeer, State of Michigan, on this 23<sup>rd</sup> day of February, 2023.



  
Theresa M. Spencer, County Clerk  
Clerk of the Board

# Lapeer County Board of Commissioners

#2023-R02

## Resolution to Instruct our Representatives to Oppose All Firearms Control Legislation

23 February 2023

**WHEREAS**, the Constitution of the United States, ratified on the 21<sup>st</sup> day of June, 1788, declares in Article VI section 2, "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.";

**WHEREAS**, the people of the United States are guaranteed the right to keep and bear arms without any legislative infringement, under the Constitutional authority of Amendment II, "A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.";

**WHEREAS**, the people of the State of Michigan recognize that the blessings of freedom come from our Almighty God according to the Preamble of the Constitution of the State of Michigan, "We, the people of the State of Michigan, grateful to Almighty God for the blessings of freedom, and earnestly desiring to secure these blessings undiminished to ourselves and our posterity, do ordain and establish this constitution.";

**WHEREAS**, the people of the State of Michigan have the inherent, inalienable right to hold all political power in the State of Michigan according to the Constitution of the State of Michigan, Article I, Section 1. "All political power is inherent in the people. Government is instituted for their equal benefit, security, and protection.";

**WHEREAS**, the people of Michigan are guaranteed the right to keep and bear arms without any legislative infringement, under Michigan State Constitutional authority in Article I section 6, "Every person has a right to keep and bear arms for the defense of himself and the state.";

**WHEREAS**, the people of the State of Michigan recognize that we have the right to retain rights that are not specifically written in the Constitution of the United States or the Constitution of the State of Michigan according to: Amendment IX of the Constitution of the United States, "The enumeration in the Constitution of certain rights, shall not be construed to deny or disparage others retained by the people." and Amendment I, Section 23 of the Constitution of the State of Michigan, "The enumeration in this constitution of certain rights shall not be construed to deny or disparage others retained by the people."; and

**WHEREAS**, the people of the State of Michigan recognize that we have the right to instruct our representatives according to the Constitution of the State of Michigan, Article I, Section 3, "The



people have the right peaceably to assemble, to consult for the common good, to instruct their representatives and to petition the government for redress of grievances.”

**NOW, THEREFORE, BE IT:**

**RESOLVED**, that the Lapeer County Board of Commissioners, as people of the State of Michigan, instruct our representatives of the 102<sup>nd</sup> Michigan State Legislature to vote in opposition of all proposed legislation that would unconstitutionally infringe on the right of the people to keep and bear arms;

**BE IT FURTHER RESOLVED**, that the Lapeer County Board of Commissioners, as people of the State of Michigan, instruct our representatives of the 102<sup>nd</sup> Michigan State Legislature to vote in opposition of all proposed legislation that infringes on the right of the people to own, bear, purchase, and sell items that are directly relevant to operation, maintenance, and modification of any firearms, including but not limited to: ammunition, magazines, stocks, triggers, braces, barrels, etc.;

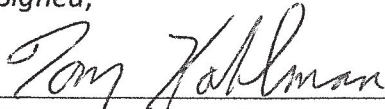
**BE IT FURTHER RESOLVED**, that the Lapeer County Board of Commissioners, as people of the State of Michigan, instruct our representatives of the 102<sup>nd</sup> Michigan State Legislature to vote in opposition of all proposed gun legislation, such as Red Flag Gun Laws, that would deny a person of their right to not be deprived of life, liberty or property without due process of the law, or their right to equal benefit, security and protection;

**BE IT FURTHER RESOLVED**, that the Lapeer County Board of Commissioners, as people of the State of Michigan, instruct our representatives to recognize that the power which they hold is because of the consent of the people, and that they have no power to make legislation that is contrary to the supreme Law of the Land, nor have they been given consent to draft, introduce, sponsor, or amend legislation that infringes on the right of the people to keep and bear arms in any way; and

**BE IT FURTHER RESOLVED**, that the Clerk of the Lapeer County Board of Commissioners, shall transmit copies of this resolution to all members of the 102<sup>nd</sup> Michigan State Legislature, and shall urge all counties in Michigan to adopt similar resolutions.

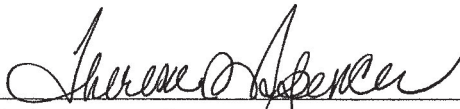
**PASSED AND ADOPTED** as a resolution of the Lapeer County Board of Commissioners meeting held on 2-23-2023.

Signed,

  
Chairman, Lapeer County

Board of Commissioners

Tom Kholman

  
Clerk, Lapeer County

Theresa M. Spencer



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**Resolution Urging State Legislature to Amend the Michigan Auto Insurance Reform Act to Amend the Reimbursement Cap for Auto Accident Victims and Home Health Care – Board of Commissioners**

**WHEREAS,** the Michigan No-Fault Auto Insurance Reform Act of 2019 introduced a fee cap, which took final effect on July 1, 2021; this cap set percentage limits on how much residential care facilities, home health care providers, and other persons can be reimbursed for providing treatment/care to auto accident victims; and

**WHEREAS** these reimbursement caps are 55% of the reimbursement rates that Home Care Providers were collecting in 2019;

**WHEREAS,** 55% of a Home Health Care provider's 2019 collections, is an unsustainable reimbursement cap to continue caring for catastrophically injured individuals following an auto accident; and

**NOW THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby urges the Michigan Legislature to amend the Michigan No-Fault Auto Insurance Reform Act to address a sustainable fee cap (i.e. Michigan's Workman's Compensation Fee Cap for Ancillary Services) for Home Health Care providers, in order to uphold these benefits that have been paid for by the survivors who are currently receiving and who will receive in-home, long-term care, when purchasing an Unlimited PIP Auto Insurance policy, paid by the Michigan Catastrophic Claims Association.

**BE IT FURTHER RESOLVED** that the Livingston County Clerk is requested to forward copies of the adopted resolution to the Governor of the State of Michigan, the State Senate Majority and Minority leaders, the State House Speaker and Minority Leader, the members of the Livingston County delegation to the Michigan Legislature, and the other 82 counties of Michigan as Commissioner Correspondence.

# # #

**MOVED:** D. Helzerman

**SECONDED:** N. Fiani

**CARRIED:** Roll Call Vote: Yes (6): D. Helzerman, D. Domas, F. Sample, J. Drick, R. Deaton, and N. Fiani;  
No (2): W. Nakagiri and J. Gross; No (0): None; Absent (1): M. Smith

STATE OF MICHIGAN )  
COUNTY OF LIVINGSTON ) §

I, **ELIZABETH HUNDLEY**, the duly qualified and acting Clerk of Livingston County, Michigan do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners at a regular meeting on the 13th day of February 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed by official signature on this 15th day of February 2023, A.D.



*Elizabeth Hundley*  
**ELIZABETH HUNDLEY, LIVINGSTON COUNTY CLERK**



# MACKINAC COUNTY BOARD OF COMMISSIONERS

100 S. Marley Street Room 10  
St. Ignace, Michigan 49781  
Phone (906) 643-7300 Fax (906) 643-7302  
TDD (800) 649-3777

Corina Clark – Dist. 1  
Daniel Litzner – Dist. 2

Jodi Kaiser – Dist. 3  
Mike Patrick – Dist. 4  
Judy St. Louis-Scott – Dist. 5

## **RESOLUTION HONORING THE MICHIGAN ASSOCIATION OF COUNTIES ON ITS 125<sup>TH</sup> ANNIVERSARY**

**WHEREAS**, Michigan's 83 county governments play a central role in the proper delivery of, and oversight for, critical public services for the state's approximately 10 million residents; and

**WHEREAS**, Michigan county governments are led by Boards of Commissioners, who are elected from their communities; and

**WHEREAS**, the State Association of Supervisors of Michigan was formed by representatives of 16 counties on Feb. 1, 1898, in the Senate chamber of the Michigan State Capitol in Lansing; and

**WHEREAS**, the association's name was changed to the Michigan Association of Counties on July 17, 1969; and

**WHEREAS**, the Michigan Association of Counties is the oldest association representing local governments in Michigan; and

**WHEREAS**, 48 of Michigan's 83 counties have had at least one of their commissioners (or supervisors prior to 1968) serve as president of the association's Board of Directors; and

**WHEREAS**, the association created the Michigan Counties Workers' Compensation Fund in 1979 to help county members provide workplace safety and injury insurance services to its employees; and

**WHEREAS**, the association created the Michigan Association of Counties Service Corporation in 1986 to partner with service providers to help counties save money on everything from health insurance to telecommunications services; and

**WHEREAS**, the association hosts two major conferences every year to bring together county leaders for briefings on trending public policy issues and to hear from state newsmakers and others; and

**WHEREAS**, the association's advocacy work in Lansing and beyond has advanced the interests of county governments and the residents they serve; and

**WHEREAS**, no fewer than five association presidents have served or are serving in the Michigan legislature in the 21<sup>st</sup> century, a testament to the culture of public service inculcated by the association.

**THEREFORE, BE IT RESOLVED** that Mackinac County wishes to commend and honor the Michigan Association of Counties on its 125<sup>th</sup> Anniversary year.

**ROLL CALL VOTE**

Moved by: Kaiser

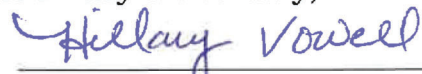
Supported by: Clark

Ayes: Kaiser, Litzner, Clark, Patrick, St.Louis-Scott

Nays: None

Absent: None

I, Hillary Vowell, Clerk of the Mackinac County Board of Commissioners, do hereby certify and set my seal to the above resolution as adopted by the Mackinac County Board of Commissioners at their regular meeting held on the 9<sup>th</sup> day of February, 2023.



Hillary Vowell  
Mackinac County Clerk



County of Marquette  
BOARD OF COMMISSIONERS

Courthouse Complex  
Marquette, Michigan 49855  
Phone: (906) 225-8151  
Fax: (906) 225-8155  
[www.co.marquette.mi.us](http://www.co.marquette.mi.us)

Gerald O. Corkin, *Chairman*

Joe Derocha, *Vice-Chair*  
Karen Alholm  
Bill Nordeen  
Johnny DePetro  
Stephen Adamini

**RESOLUTION SUPPORTING DARK STORE LEGISLATION**

**WHEREAS**, Representative of Michigan's 38<sup>th</sup> Senate District, Senator Ed McBroom, seeks to introduce two bills, Senate Bill Numbers 19 and 20, intended to address the method by which the Michigan Tax Tribunal values certain properties, including big box and junior box stores, commonly referred to as the "Dark Store" theory of value; and

**WHEREAS**, the Tax Tribunal, on numerous occasions, has valued such properties through comparisons to sales of other big box or junior box stores that have "gone dark," i.e., have failed to produce retail sales due to their location in the market; and

**WHEREAS**, the Tax Tribunal has also valued box stores by comparisons to sales of other box stores that were sold with a private deed restriction in place, which precluded the use of the sold box store for use as a box store; and

**WHEREAS**, these Tax Tribunal decisions across the state have resulted in artificially reduced values for thriving box stores due to comparisons to stores that either failed or were sold for some other secondary purpose, such as redevelopment for some other commercial use; and

**WHEREAS**, in Marquette County the application of the "Dark Store" method has led to the reduction of public library hours and negatively impacted the County's General Fund balance, leading to reduced funding for County programs; and

**WHEREAS**, the legislation seeks to remedy these issues by requiring the Tax Tribunal to assure that box stores are valued according to their "highest and best use" by excluding the use of sale comparables sold with private restrictions in place if those restrictions substantially impair the comparable's highest and best use as compared to the property being valued; and

**WHEREAS**, the legislation seeks to require the use of sale comparables that are adequately comparable to the property being valued.

**THEREFORE**, the Board of Commissioners of Marquette County, Michigan, resolves as follows:

1. The Marquette County Board of Commissioners hereby supports the legislation to be introduced by Senator McBroom, Senate Bill Numbers 19 and 20.
2. Any resolutions that are inconsistent with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

**RESOLUTION DECLARED ADOPTED**

Gerald O. Corkin

Gerald O. Corkin, Chairperson

February 21, 2023

Date

I certify that the above Resolution was adopted by Marquette County on February 21, 2023.

Linda K Talsma

Linda Talsma, Marquette County Clerk





County of Marquette  
BOARD OF COMMISSIONERS  
Courthouse Complex  
Marquette, Michigan 49855  
Phone: (906) 225-8151  
Fax: (906) 225-8155  
[www.co.marquette.mi.us](http://www.co.marquette.mi.us)

Gerald O. Corkin, *Chairman*

Joe Derocha, *Vice-Chair*

Karen Alholm

Bill Nordeen

Johnny DePetro

Stephen Adamini

**RESOLUTION HONORING THE MICHIGAN ASSOCIATION OF COUNTIES  
ON ITS 125<sup>TH</sup> ANNIVERSARY**

**WHEREAS**, Michigan's 83 county governments play a central role in the proper delivery of, and oversight for, critical public services for the state's approximately 10 million residents; and

**WHEREAS**, Michigan county governments are led by Boards of Commissioners, who are elected from their communities; and

**WHEREAS**, the State Association of Supervisors of Michigan was formed by representatives of 16 counties on Feb. 1, 1898, in the Senate chamber of the Michigan State Capitol in Lansing; and

**WHEREAS**, the association's name was changed to the Michigan Association of Counties on July 17, 1969; and

**WHEREAS**, the Michigan Association of Counties is the oldest association representing local governments in Michigan; and

**WHEREAS**, 48 of Michigan's 83 counties have had at least one of their commissioners (or supervisors prior to 1968) serve as president of the association's Board of Directors; and

**WHEREAS**, the association created the Michigan Counties Workers' Compensation Fund in 1979 to help county members provide workplace safety and injury insurance services to its employees; and

**WHEREAS**, the association created the Michigan Association of Counties Service Corporation in 1986 to partner with service providers to help counties save money on everything from health insurance to telecommunications services; and

**WHEREAS**, the association hosts two major conferences every year to bring together county leaders for briefings on trending public policy issues and to hear from state newsmakers and others; and

**WHEREAS**, the association's advocacy work in Lansing and beyond has advanced the interests of county governments and the residents they serve; and

**WHEREAS**, no fewer than five association presidents have served or are serving in the Michigan legislature in the 21<sup>st</sup> century, a testament to the culture of public service inculcated by the association.

**THEREFORE**, be it resolved that Marquette County wishes to commend and honor the Michigan Association of Counties on its 125<sup>th</sup> Anniversary year.

**RESOLUTION DECLARED ADOPTED**

Gerald O. Corkin

Gerald O. Corkin, Chairperson

February 21, 2023

Date

I certify that the above Resolution was adopted by Marquette County on February 21, 2023.

Linda K. Talsma

Linda Talsma, Marquette County Clerk





**County of Marquette  
BOARD OF COMMISSIONERS**

**Courthouse Complex  
Marquette, Michigan 49855  
Phone: (906) 225-8151  
Fax: (906) 225-8155  
[www.co.marquette.mi.us](http://www.co.marquette.mi.us)**

*Gerald O. Corkin, Chairman*

*Joe Derocha, Vice-Chair*

*Karen Alholm*

*Bill Nordeen*

*Johnny DePetro*

*Stephen Adamini*

**RESOLUTION SUPPORTING  
COUNTY BOARD OF REVISIONS LEGISLATION**

**WHEREAS**, Representative of Michigan's 38<sup>th</sup> senate District, Senator Ed McBroom, seeks to introduce two bills, Senate Bill Numbers 19 and 20, intended to respond to criticisms of the Michigan Tax Tribunal and to create County Boards of Revision with jurisdiction over certain property tax disputes; and

**WHEREAS**, the Tax Tribunal is comprised of a chairperson and four members. The members include an appraiser member, an assessor member, an attorney member and an at-large member. The purpose of these different members was to ensure that appropriate expertise (in the fields of assessing, appraising, and the law) was applied to all Tribunal cases and proceedings. Each member is appointed by the Governor; and

**WHEREAS**, due to an increase in the Tribunal's case load, a single member now presides over a case instead of a panel of all members; and

**WHEREAS**, the Tribunal's current operations have resulted in criticisms, not limited to delays in case processing, a growing backlog of cases, a lack of transparency in decision-making, and members presiding over complex cases without any legal training or experience in property tax matters; and

**WHEREAS**, Senate Bill Numbers 19 and 20 provide for the creation of County Boards of Revision, which would obtain jurisdiction over larger, more complex property tax matters that involve over \$1.2 million in dispute; and

**WHEREAS**, Senate Bill Numbers 19 and 20 are intended to provide a neutral and competent adjudicatory process that is driven by standard legal processes, overseen by experienced legal professionals and tax professionals certified by the Michigan State Tax Commission; and

**WHEREAS**, County Boards of Revision provide for greater input from local units on property tax matters and the ultimate review for County Board of Revision decisions by judges in local County Circuit Courts.

**THEREFORE**, the Board of Commissioners of Marquette County, Michigan, resolves as follows:

1. The Board of Commissioners hereby supports the legislation to be introduced by Senator McBroom, Senate Bill Numbers 19 and 20.
2. Any resolutions that are inconsistent with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

**RESOLUTION DECLARED ADOPTED**

Gerald O. Corkin  
Gerald O. Corkin, Chairperson

February 21, 2023  
Date

I certify that the above Resolution was adopted by Marquette County on February 21, 2023.

Linda Talsma  
Linda Talsma, Marquette County Clerk

## **Ontonagon County Board of Commissioners**

Courthouse, 725 Greenland Road

Ontonagon, MI 49953

Telephone (906) 884-4255

Fax (906) 884-6796

**Chairperson:** Carl Nykanen

**Vice Chairperson:** John Cane

**Commissioners:** Richard Bourdeau

Robert Nousiainen

Ron Store

### **RESOLUTION #2023-05**

#### **HONORING the Michigan Association of Counties on its 125<sup>th</sup> Anniversary**

**WHEREAS**, Michigan's 83 county governments play a central role in the proper delivery of, and oversight for, critical public services for the state's approximately 10 million residents; and

**WHEREAS**, Michigan county governments are led by Boards of Commissioners, who are elected from their communities; and

**WHEREAS**, the State Association of Supervisors of Michigan was formed by representatives of 16 counties on Feb. 1, 1898, in the Senate chamber of the Michigan State Capitol in Lansing; and

**WHEREAS**, the association's name was changed to the Michigan Association of Counties on July 17, 1969; and

**WHEREAS**, the Michigan Association of Counties is the oldest association representing local governments in Michigan; and

**WHEREAS**, 48 of Michigan's 83 counties have had at least one of their commissioners (or supervisors prior to 1968) serve as president of the association's Board of Directors; and

**WHEREAS**, the association created the Michigan Counties Workers' Compensation Fund in 1979 to help county members provide workplace safety and injury insurance services to its employees; and

**WHEREAS**, the association created the Michigan Association of Counties Service Corporation in 1986 to partner with service providers to help counties save money on everything from health insurance to telecommunications services; and

**WHEREAS**, the association hosts two major conferences every year to bring together county leaders for briefings on trending public policy issues and to hear from state newsmakers and others; and

**WHEREAS**, the association's advocacy work in Lansing and beyond has advanced the interests of county governments and the residents they serve; and

**WHEREAS**, no fewer than five association presidents have served or are serving in the Michigan Legislature in the 21<sup>st</sup> century, a testament to the culture of public service inculcated by the association

**THEREFORE, BE IT RESOLVED** that Ontonagon County wishes to commend and honor the Michigan Association of Counties on its 125<sup>th</sup> Anniversary year.

**Adopted this 21<sup>st</sup> day of February, 2023**

  
Carl R. Nykanen, Board Chair

## Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 03/14/2023

**Requesting Department:** Innovation & Technology

**Submitted By:** Paul Klimas

**Agenda Item:** Ottawa County Department of Innovation and Technology 2022 Annual Report

### Suggested Motion:

To receive for information the Ottawa County Department of Innovation and Technology 2022 Annual Report.

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


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

**Action is Related to Strategic Plan:**

**Goal:** Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

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

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

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

Committee/Governing/Advisory Board Approval Date:



# Innovation & Technology Department Fiscal Year 2022 Annual Report



# Ottawa County

The activities and programs of this  
Department are brought to you by the  
Ottawa County Board of Commissioners.

Joe Moss, Chairperson  
Sylvia Rhodea, Vice Chairperson  
Gretchan Cosby  
Lucy Ebel  
Doug Zylstra  
Jacob Bonnema  
Kyle Terpstra  
Rebekah Curran  
Roger Belknap  
Roger Bergman  
Allison Miedema

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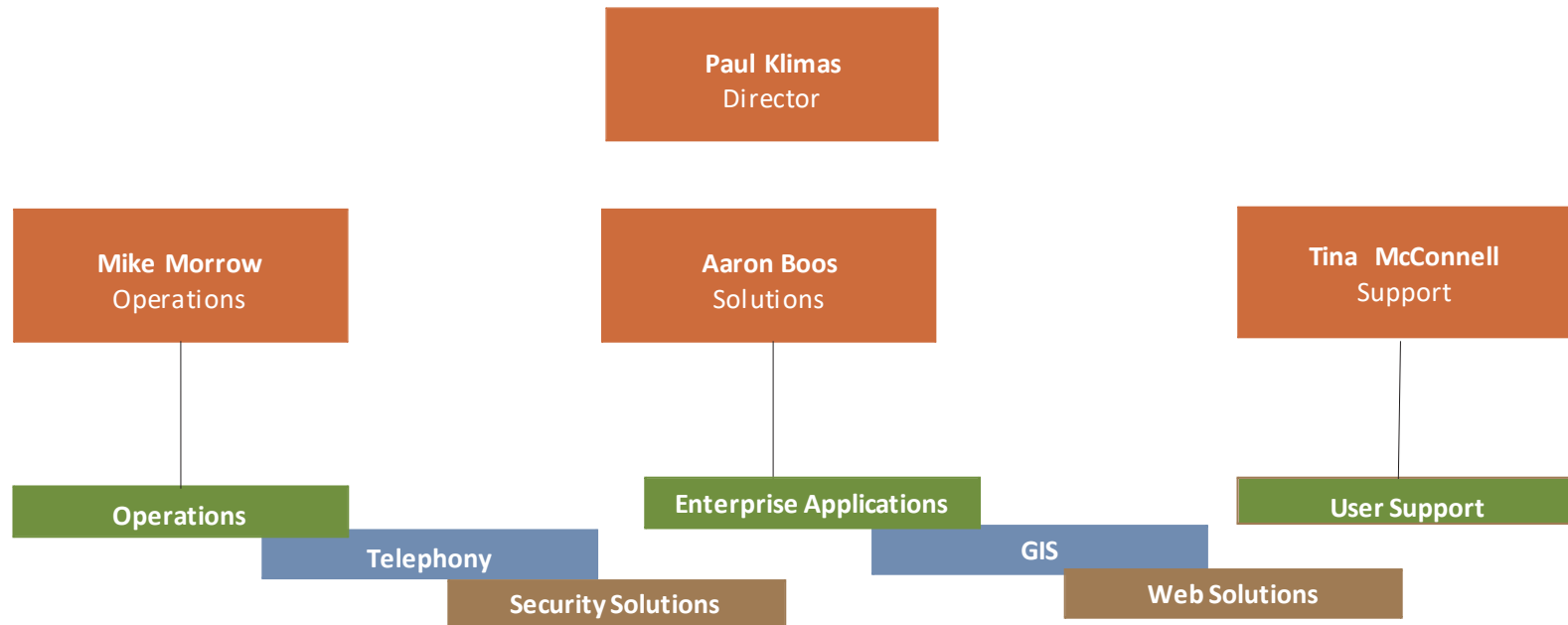
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There hasn't been significant changes over the last year, most transformational effort were initiated over the last two years. I would qualify our last years efforts as 'maturing', where IT continued to engage investments in security and Core strategy; with the departments too engaging innovations in Business Intelligence, Office 365, and with their strategic solutions. The result is an evolving and maturing organization that is:

- IT is aligned with industry proven frameworks and operational best practices.
- IT is sustainable with capital management, augmented expert support, and a motivated and professionally developing team of professions.
- IT is strategic with innovations in business automation, collaboration frameworks, multi-cloud and business intelligence/augmented intelligence services.
- IT is secure, with business continuity efforts and disaster recovery plans.
- IT is collaborative with co-ownerships supporting business units' operational frameworks.



# ORGANIZATIONAL CHART



THERE IS  
NO PLACE  
LIKE  
127.0.0.1

## In a Nut Shell

---

We are a Cisco, Microsoft, VMWare operation, following industry standards and practices. With a goal to remain aligned with the IT industry as it changes, remaining sustainable, strategic, and valued.



## •Overview

<b>1328 Users</b>	<b>1560 Clients</b>	<b>491 Servers</b>	<b>107 network switches</b>
<b>Many-many applications</b>	2 data centers (Fillmore/Grand Haven)	VoIP telephony	24/7 support
<b>Governance (TAG)</b>	Transparent - Published	Litigation-FOIA	

## •Sustainable

<b>Microsoft-Cisco-VM (Mainstream COTS)</b>	<b>Talent on premise, local, and national support.</b>	<b>ITIL – Best Practices</b>	<b>SLA (Meeting and Maturing)</b>
<b>Aligned with the industry (industry driven)</b>	5% Turnover (Normal)	DR to Muskegon County	Response – Resolution (SEV 30m/2h IMAC 8h/*)- Escalation

## •Valued

<b>\$4.3M Operation</b>	<b>3.6% of County Budget</b>		<b>\$3.1M equipment</b>
<b>Allocated based on use (enhance 2020)</b>	Comparable benchmarks – spending and performance	Hardware capital management	88% Departmental Approval (Survey)

## •Strategic

<b>Balanced Cloud/Premise</b>	<b>SaaS 30% of all Solutions</b>	<b>IaaS 0% File Stores, Backup/DR</b>	<b>Secured</b>
-------------------------------	--------------------------------------	---	----------------

## •What we do:

- ✓ Follow industry capital management programming on all equipment
- ✓ Follow best practice for continual software maintenance
- ✓ Follow operational best practices with supplemented resources to accommodate defined SLAs, talent management, resource availability / retention, and continual operational improvement
- ✓ Follow competitive IaaS practices to accommodate continual growth in data storage and computing needs
- ✓ Follow appropriate SaaS use to support continual functional development of solution frameworks supported by IPaaS
- ✓ Follow best practices in systems, data, and network security with regular review
- ✓ Follow established best practices supporting ITIL operations, data retention, business continuity, and change management
- ✓ Maintain regional and national vendor relations to provide expertise in support of all IT frameworks
- ✓ Provide 'Good Neighbor' services to other local governments

The Department publishes all requests for service as well as project priorities.

IT has adopted and published a series of best practices that inform County users of how we perform daily tasks.

IT has also refined our Service Level Agreements (SLAs) to reflect detailed service delivery categories, with responsiveness expectations, as well as resolution goals.

The Technology Strategic Plan has also transformed to a 'living document' updated into a Next Step Plan, that is regularly updated and continuously shared online.

The result of these changes is a more agile operation, transparent in all activities.

## IT Best Practices

[Home / IT Best Practices](#)

### IT Best Practices

- [After Hours Support \(PDF\)](#)
- [Cloud Services \(PDF\)](#)
- [Critical Incident Communication \(PDF\)](#)
- [Enterprise GIS Logins \(PDF\)](#)
- [Expectations of Users \(PDF\)](#)
- [GIS Addressing Guide \(PDF\)](#)
- [GIS Data Access \(PDF\)](#)
- [GIS Digital Data Submissions \(PDF\)](#)

## Service Level Agreements

[Home / Service Level Agreements](#)

### Service Level Agreements

- [Data Center Operations SLA \(PDF\)](#)
- [Desktop Support SLA \(PDF\)](#)
- [Enterprise Applications Support & Consulting SLA \(PDF\)](#)
- [Network Service SLA \(PDF\)](#)

## IT Next Step Plan

[Home / IT Next Step Plan](#)

### Next Step Plan 2020

The document linked below is the IT Next Step Plan. An original Technology Plan was published in 2017 and updated annually. This new format is a continuous next step plan, which offers agility and viability as IT progresses, providing concise communication of the state of IT and our efforts going forward. This plan will be updated throughout the year as IT evolves.

Next step planning revolves around shared core missions and strategies, but doesn't get bogged down in long-term future planning that fall prey to constant evolution. Rather this is a 'living' plan that embraces the constant innovation and change that is technology. It also aligns with industry standards, frameworks, and growth/engagement both online in a partial web-first approach, as well as stabilizing on premise architectures and security profile.

- [IT Next Step Plan 2020 \(PDF\)](#)

# Alignment

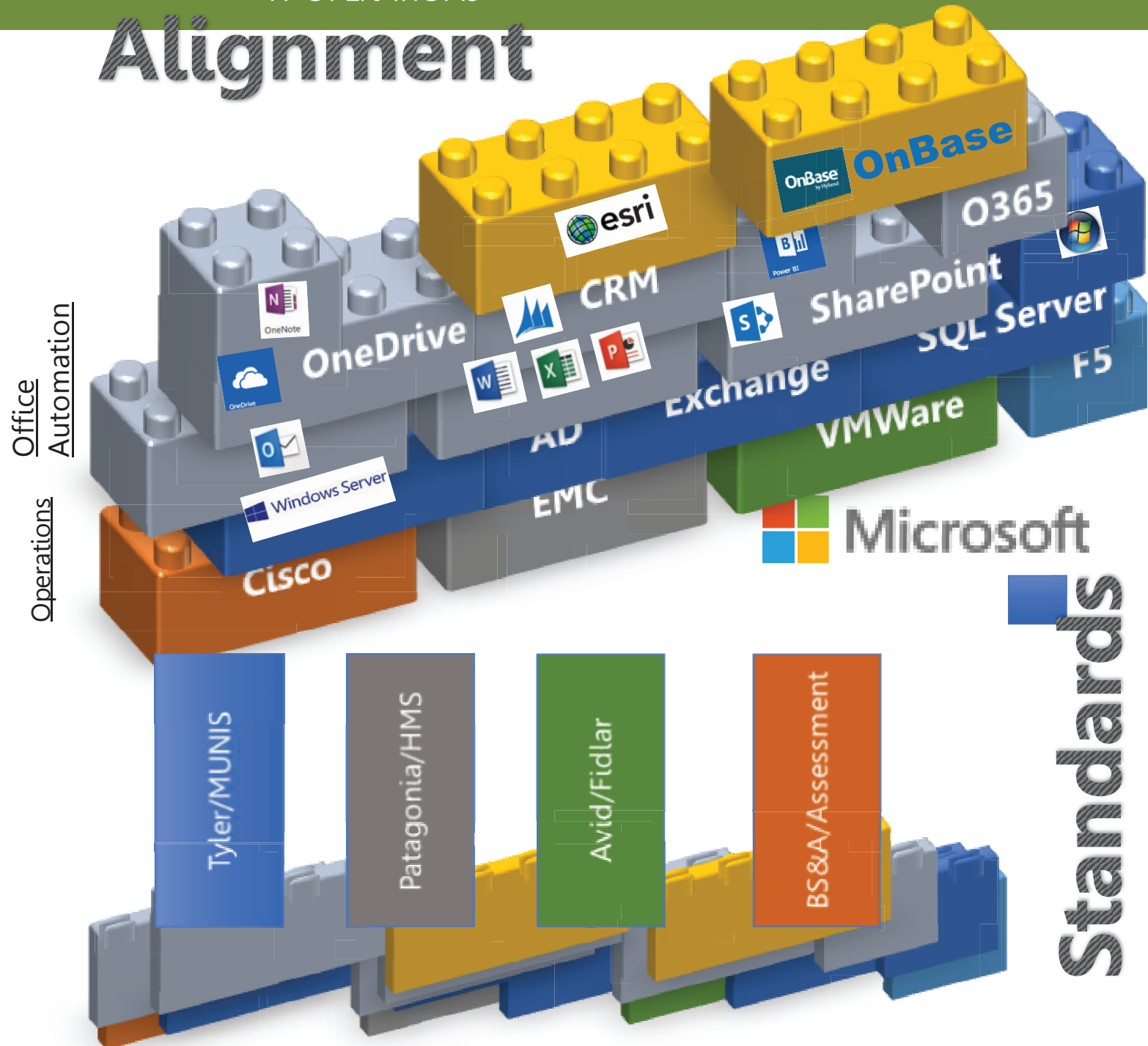
## Industry Alignment

County IT is built on a 'stack' of proven solutions and technologies.

This foundation is initially built on Microsoft, Cisco, VMWare solutions. These suits of tools are all designed to work together and support most of our IT operational needs (servers, storage, and telecommunication) and also frame the office automation, collaboration, and enterprise content management needs.

The Stack also includes a few key frameworks shared by the entire organization supporting GIS (ESRI) and Document Workflow Management (OnBase).

Built on top of the Stack are standard 'swim lanes' of solutions these include our ERP (Tyler Munis) and several BS&A products.





## Partners

Ottawa County IT continues to develop partnerships with supported townships, GIS partners, other local governmental units such as Kent County, Muskegon County, and City of Grand Rapids.

IT provides cloud hosting and supports applications and equipment for **10** local governmental units and provides GIS support for 23.

Reaching out to other local government IT departments, such as Kent County and City of Grand Rapids, is also a benefit in sharing best practices, knowledge and experiences.

IT continues to develop new relationships with vendors, both regional and national. We rely on these partnerships to supplement our knowledge, augment our staff as needs arise, and assist with new technology initiatives.



### IT Supported Local Units

Allendale Charter Township	• 187 devices • 33 users
Blendon Township	• 62 devices • 11 users
Chester Township	• 41 devices • 10 users
City of Ferrysburg	• 50 devices • 21 users
Polkton Charter Township	• 15 devices • 6 users
Coopersville - Polkton Fire Authority	• 14 devices • 5 users
Park Township	• 99 devices • 29 users
Port Sheldon Township	• 37 devices • 7 users
Spring Lake Township	• 158 devices • 65 users
Spring Lake Village	• 39 devices • 11 users

### GIS Partners

Blendon Twp  
 Chester Twp  
 Georgetown Twp  
 Grand Haven Twp  
 Holland Twp  
 Jamestown Twp  
 Olive Twp  
 Park Twp  
 Robinson Twp  
 Spring Lake Twp  
 Spring Lake Village  
 Tallmadge Twp  
 Wright Twp  
 Zeeland Twp  
 City of Coopersville  
 City of Ferrysburg  
 City of Grand Haven  
 City of Zeeland  
 City of Grand Rapids  
 OCRC  
 Holland BPW



## CUSTOMER SERVICE

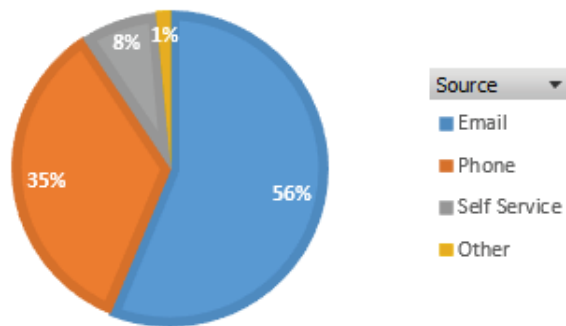
The IT department strives to create provide positive customer interactives, and provide service in a timely, and professional manner. The IT Support team, which includes the IT Service Desk, is the customer-facing element of the IT department. Employees can contact the IT Service Desk by phone, email, or by submitting a ticket through our portal. The team provides after-hours support through an on-call rotation for business-critical after-hours issues with no workaround.

This team is also responsible for the purchase and deployment of end-user IT equipment, such as computers, monitors, printers and scanners. The County does an annual refresh of computers, laptops and desktops, that will be over 4 years of age during that budget year. In a typical year, we replace an average of 400 computers per year. Purchasing has been difficult over the past couple of years due to supply chain issues. Even though some purchases took a long time to be delivered, IT was able to get all equipment needed in order to replace all computers that were budgeted for replacement during that 2022. Through careful planning and anticipating FY23 needs, our inventory of new equipment is sufficient to get a jump start on 2023 installs right away.

Quality Metrics	Target	Actual
Response Time Compliance	95.0%	99.0%
Resolution Time Compliance	95.0%	98.1%

Operational Metrics	Tickets
Tickets Logged	12042
Tickets Resolved/Closed	11942
Tickets Carried into 2023	100

### TICKET CONTACT METHOD



# IMPROVEMENT PROJECTS

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The following projects represent strategic efforts aligned to remain sustainable and strategic.



## Security

The department is making significant improvement to maintain a robust security posture. Some of the assistance provided by the department during the past year include:

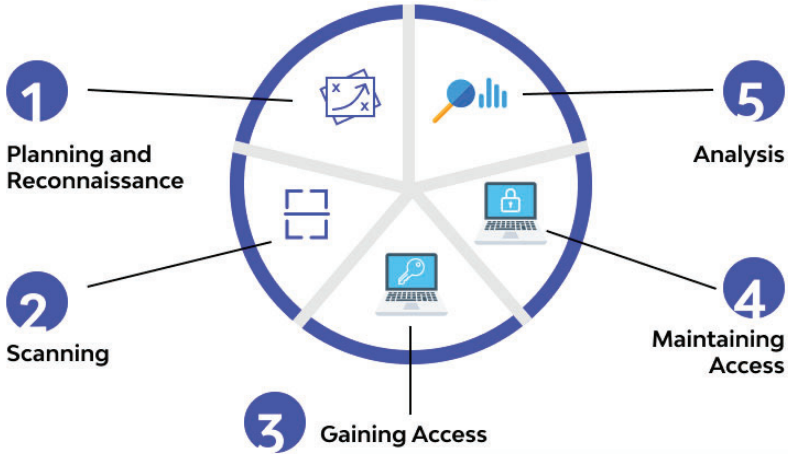
- Password policy compliance solution-** A new password policy platform was rolled out to compliment Microsoft's Active Directory. Allowing IT to block weak and known dark web passwords while maintaining regulatory compliance with state and federal mandates.
- Penetration Testing** - The Infrastructure Team is annually engaging with 3rd party vendors to perform penetration testing on the Ottawa County network. This simulated cyber-attack includes planning and reconnaissance, scanning, and attempted access to County systems. Insights from the tests can provide IT with valuable information to secure software and systems.
- Vulnerability scanning** – IT has partnered with CISA (Cybersecurity & Infrastructure Security Agency) to perform weekly scans of our external threat surface. Internally, monthly scans are performed on all County IT systems. Reports from both internal and external scans provide detailed reporting of systems that include vulnerabilities and steps to remediate.
- CIS Critical Controls Assessment** – Implementing the CIS Critical Security Controls in Ottawa County can effectively help IT to develop a foundational structure for our information security program and a framework for our entire security strategy.
- Cybersecurity Incident Response Tabletop exercise** – Tabletop exercises are valuable for evaluating existing security defenses, testing new procedures and establishing a fundamental method for training security personnel on evolving threats like ransomware and new defense tactics. Ottawa County invited IT staff from K-12 schools, law enforcement agencies, BPW's, and other governmental agencies to participate in the tabletop exercise.



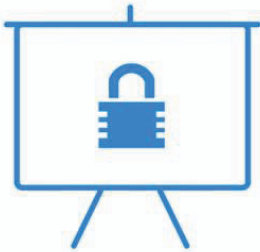
### 4 benefits of having a strong password policy



### Penetration Testing Works



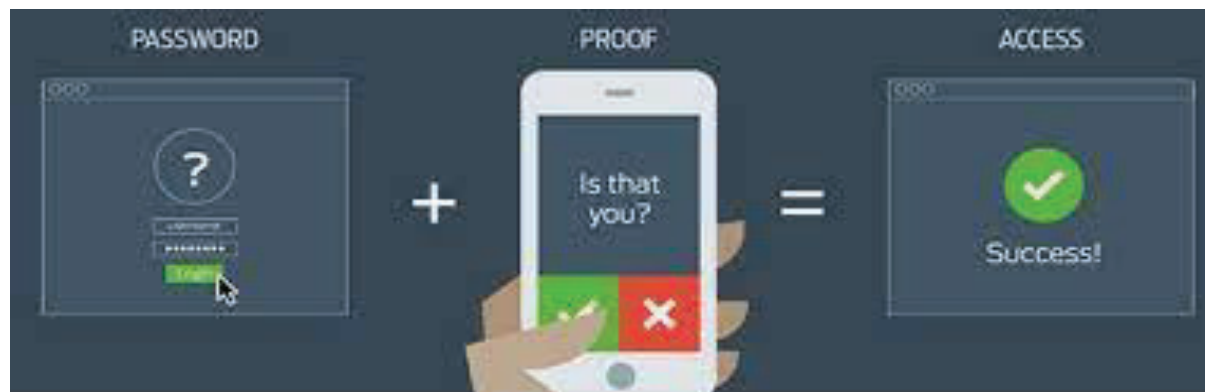
### Tabletop SECURITY EXERCISES



## Infrastructure

Innovation and Technology have and will make several enhancements to provide for more secure operations both within Ottawa County and in the cloud.

- **SOAR** - Lightweight Security Orchestration, Automation and Response (SOAR) platform that orchestrates our threat response and manages the high volume of potentially malicious email messages reported by staff. The automatic prioritization of emails helps our Security Operations team cut through the inbox noise and respond to the most dangerous threats more quickly.
- **MFA** - Multifactor Authentication for all remote access to County resources was implemented for not only Ottawa County employees, but also for any 3rd party vendor/contractor accessing the County from a remote location.
- **Enterprise Password Vault** – A password vault will be deployed for enterprise use. The solution stores usernames and passwords for multiple applications securely, and in an encrypted format. Users can access the vault via a single “master” password. The vault then provides the password for the account they need to access to. This prevents users from storing passwords in Word or Excel and saving it on their laptop or the county network. Threat actors search for such documents to have more keys to the kingdom.
- **Active Directory Modernization** – IT will be re-structuring the organizational hierarchies and containers managed within AD. Some of the key benefits of the modernization will be ease of management for on-prem and cloud AD environments while increasing our security posture.

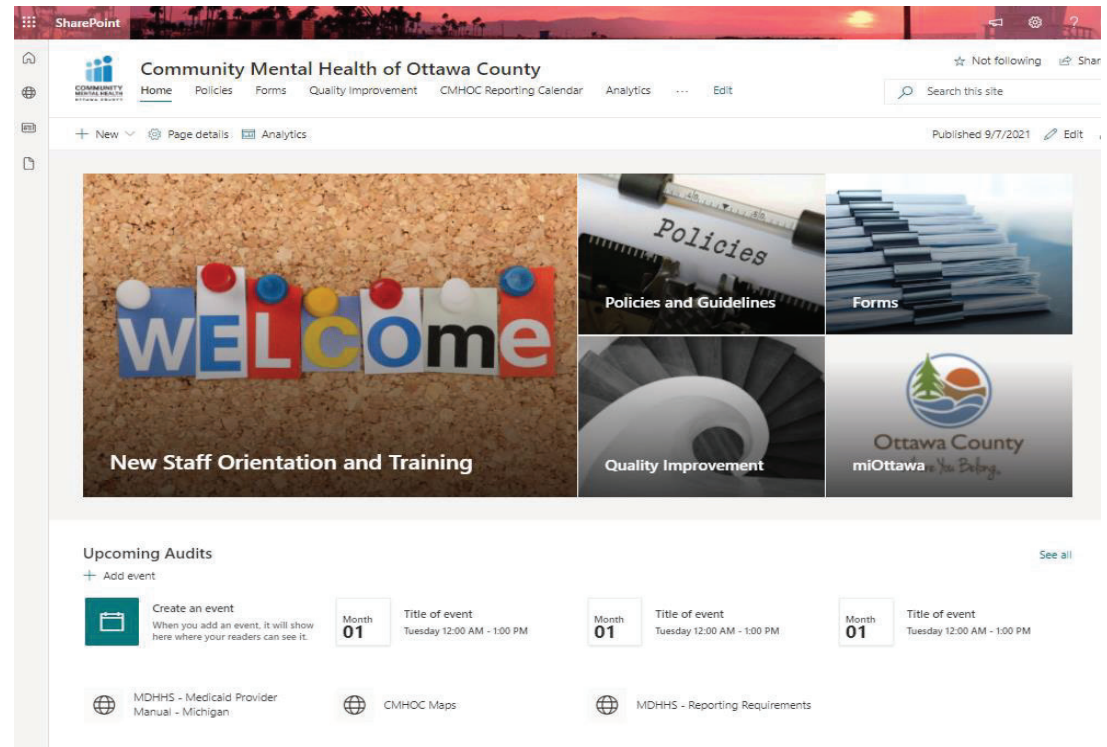


## Microsoft Office 365 and SaaS

Microsoft Office 365 project was completed in 2021. All County employees, with the exception of Judges have been converted to Office 365. This means that all users now are operating on one version of the Microsoft Office software. They have access to use these tools from anywhere and from any computer. County users continue to leverage-grow with these tools.

**Collaborate:** With tools such as OneDrive and Teams, County employees are creatively sharing information, using workspace chat, video conferencing, and file storage. Microsoft Teams has been used extensively to collaborate and hold virtual meetings.

**Sharing:** SharePoint is being used to create internal operational websites (Intranet) where business units are storing, organizing, and sharing information/documents.



## To the Cloud

Software as a Service (SaaS) is a form of cloud computing - the on-demand availability of computer system resources, especially data storage and computing power, without direct active management by the user.

The County has embraced a strategy that adopts both cloud computing and on-premise computing benefiting from both and improved flexibilities.



## Advanced OnBase Document Scanning:

OnBase (Hyland) Advanced Capture Document Scanning.

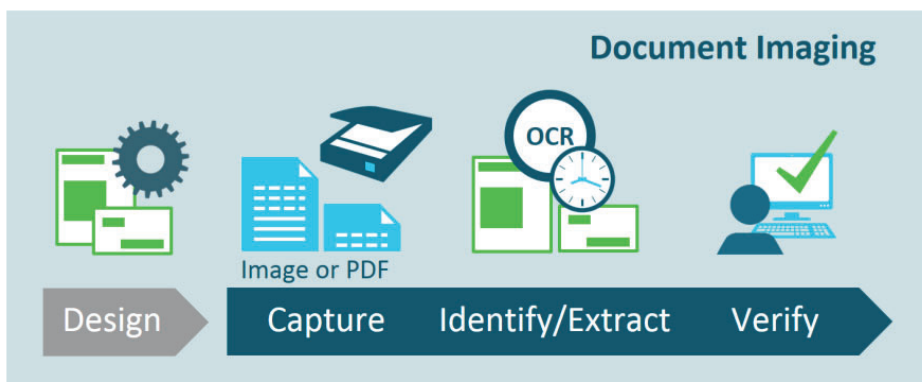
Ottawa County IT is upgrading the method documents are scanned into Content Management (OnBase). Advanced Capture brings automatic data extraction to OnBase capture solutions. Predefined forms and rules, combined with processing engine, make it possible to quickly classify and index more scanned documents. Automating document indexing eliminates inefficiencies associated with manually indexing high volumes of documents. Advanced Capture processing is more accurate and faster than manual data entry. Staff spend time more effectively, validating values (when needed), while Advanced Capture process document indexing.

**Data Capture from Printed Forms** – Index data is lifted from documents (printed forms and applications) that are filled out, printed and processed through OnBase Workflow. Documents with predefined and static format, require no hands-on processing. Advanced Capture can be used to completely automate the indexing process. Staff normally responsible for performing manual data entry to index the documents, simply review values.

Benefits:

- **Reduces overall resource requirements** for document indexing and classification.
- **Improves document indexing accuracy** and allows users to focus on exception processing.
- **Enables faster document indexing** reducing the traditional bottleneck caused by manual document indexing.
- **Expedites entry of critical documents and data** for County Departments and interdepartmental workflow.
- **Eliminates the burden of additional applications, databases, and duplicate configuration**, to perform data extraction.

How it works:



Application:

- Integration with State JIS Case Management for Document archive and workflow.
- Court Documents
- Contract Documents
- Prosecuting Attorney Workflow
- Subpoena Documents



## Transparency and Service

### Microsoft Chatbot and Power BI:

Microsoft Power BI (Business Intelligence) and Microsoft Chatbot.

Microsoft Power BI provides the County the ability to visualize data in dashboards rather than reading the data from a spreadsheet or database. Power BI can pull from multiple data sources turning unrelated sources of data into coherent, visually immersive and interactive dashboards.

Microsoft Chatbot: AI Chatbots, are used in a variety of areas, such as messaging apps, mobile apps, websites, phone lines, and voice-enabled apps. They can be developed to handle just a few simple commands or to serve as complex digital assistants and interactive agents. An AI chatbot can be a part of a larger application or be completely stand-alone.

Ottawa County IT is in the process of testing MS Chatbot technology through web-based test scenarios. As we continue to create new test processes, we anticipate capability will grow along with demand.

#### Why chatbots?

Chatbots provide customers with access to assistance and/or customer service available on demand without restriction. When customers interact with chatbots, they can get answers to their questions anytime. Preselected answers can be stored in the knowledgebase allowing the Chatbot to answer questions based on keywords when the answer is known. Averting simple questions with known answers save staff time. As the knowledge base(s) grow the chatbot becomes capable of answering questions based on previous experience.



## Department Request Visibility and Project Tracking:

The IT Department has developed dashboards to aid in the goal of open communication and transparency. Dashboards and displays to keep users informed of progress on Projects, Requests and Tickets, as well as resource availability and capacity. Recently, Ottawa County has initiated use of Office 365 products, allowing better department visibility and internal resource allocation planning through Microsoft Power Business Intelligence (Power BI) and Microsoft Teams.

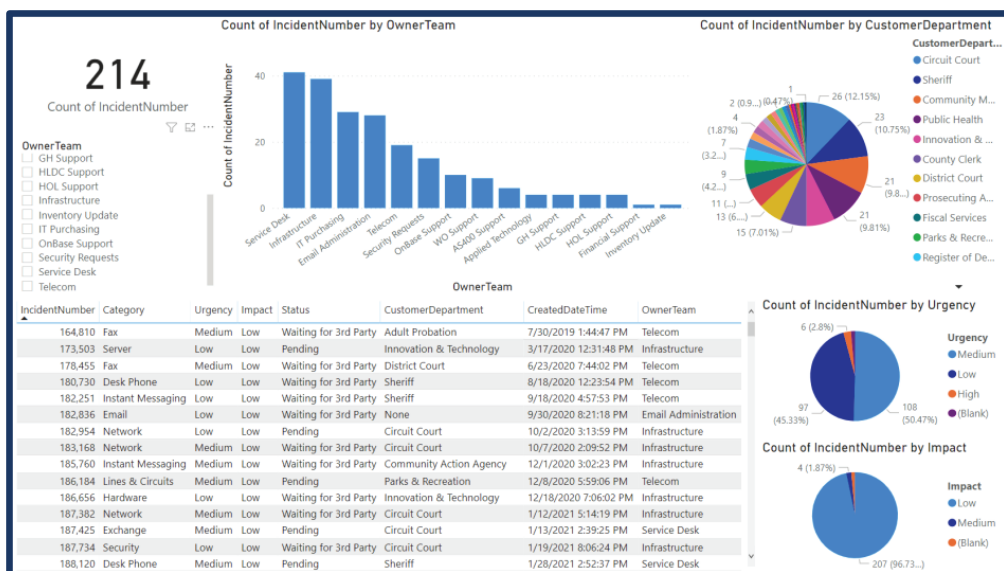
Each department request is evaluated based on the overall Impact on county operations, department input, mandate and/or gained reusable future processes. Effort is calculated based on internal capability, number of resources, level of difficulty and anticipated duration to complete the request. Using analytic tools allow the IT department to better evaluate resource allocation planning as well as set user expectation.

IT has explored a broad range of software and methods to ensure County Departments have an up-to-date insight on request. We strive to inform users of request status and the availability of resources to provide solutions. With tools currently available to us, we can provide departments with detailed project information and have better vision on the overall landscape.

Microsoft Teams allows Staff to document, store, collaborate and chart projects and processes. These features have been made available to departments county wide. MS Teams has a variety of built-in applications available to users at all levels of technical skill.

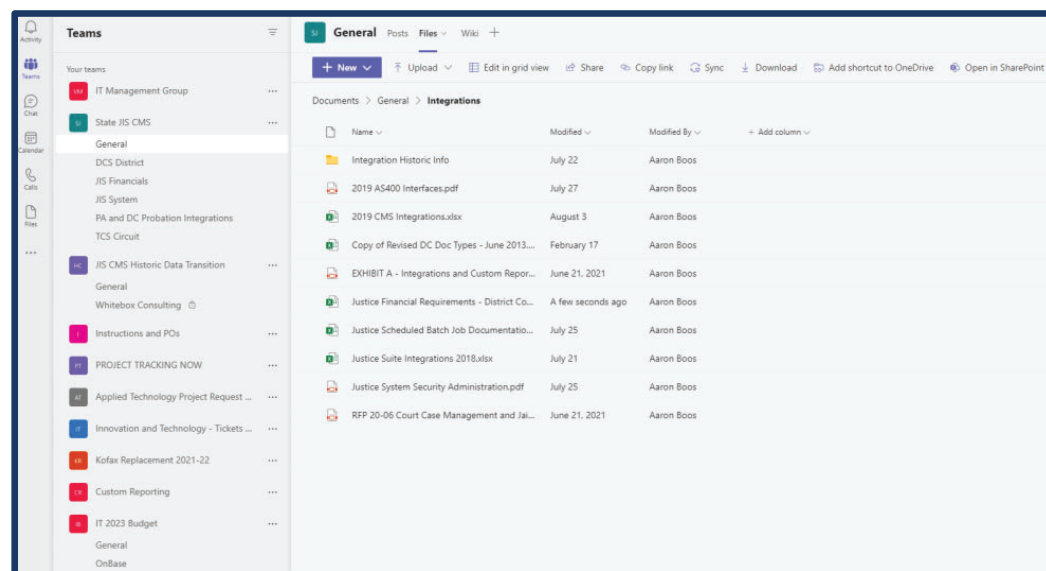
### Visibility

#### Microsoft Power Business Intelligence:

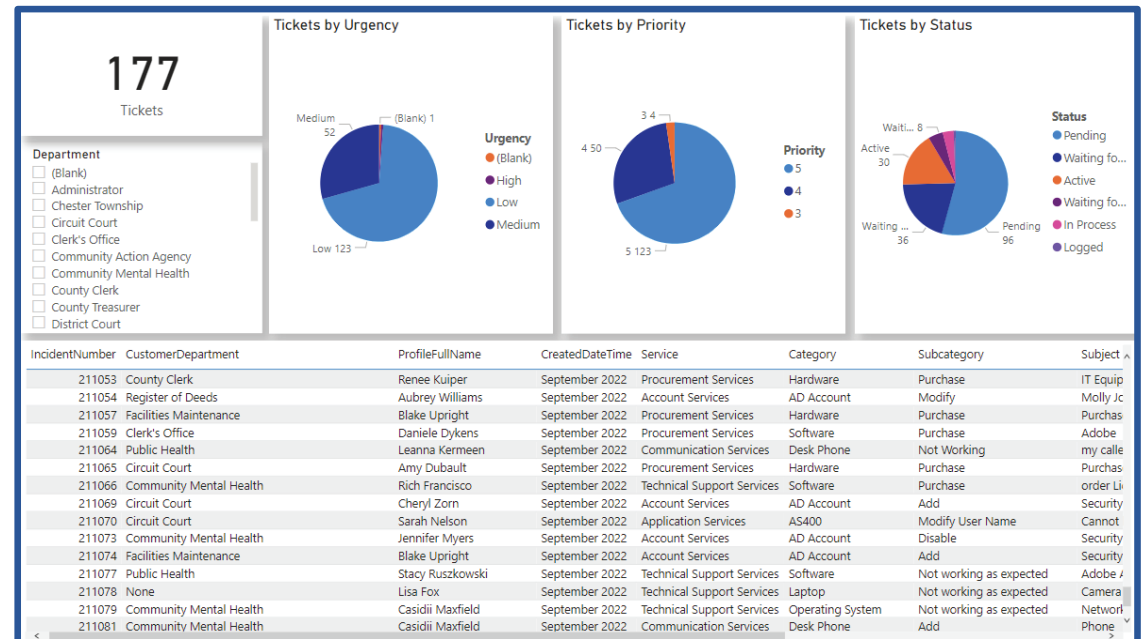
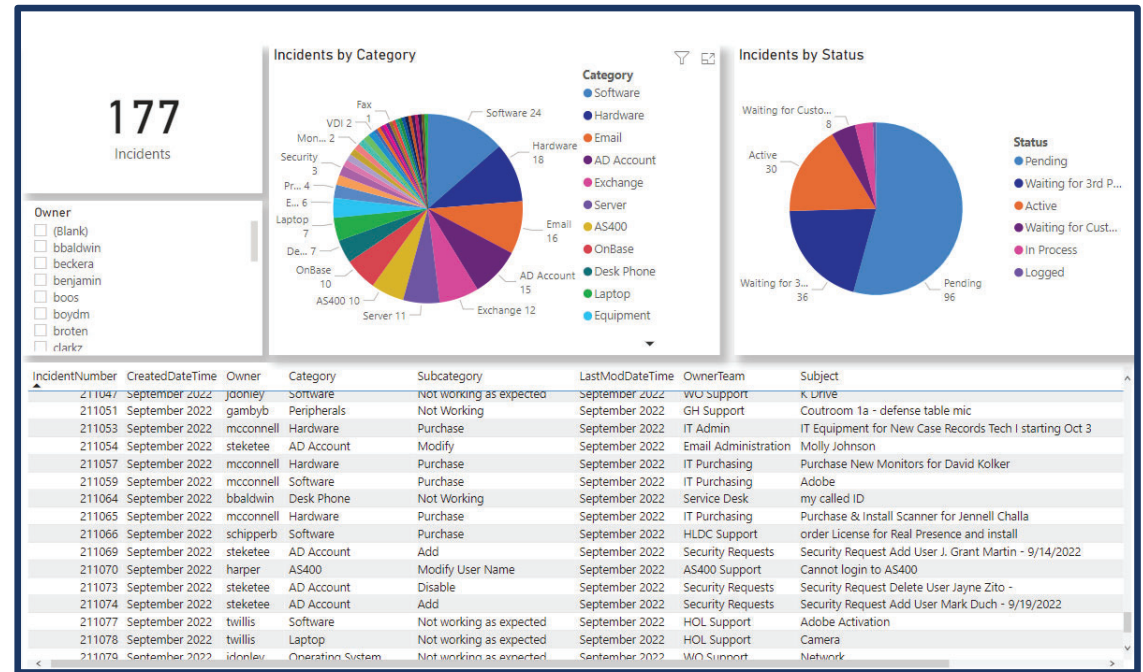
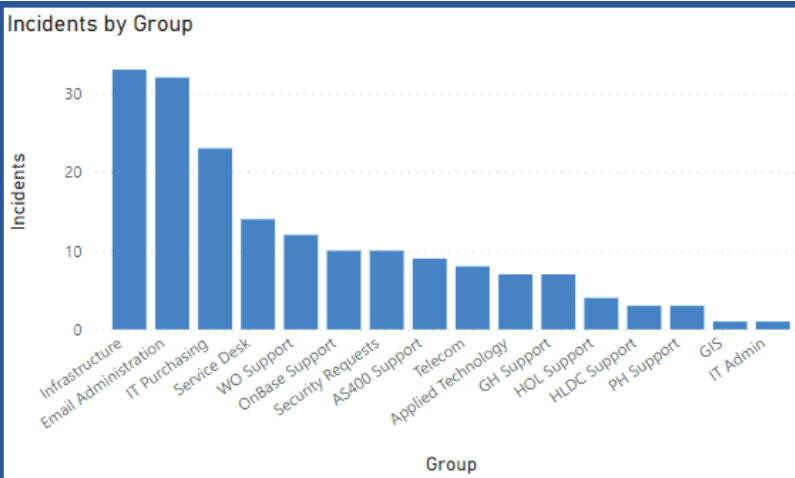
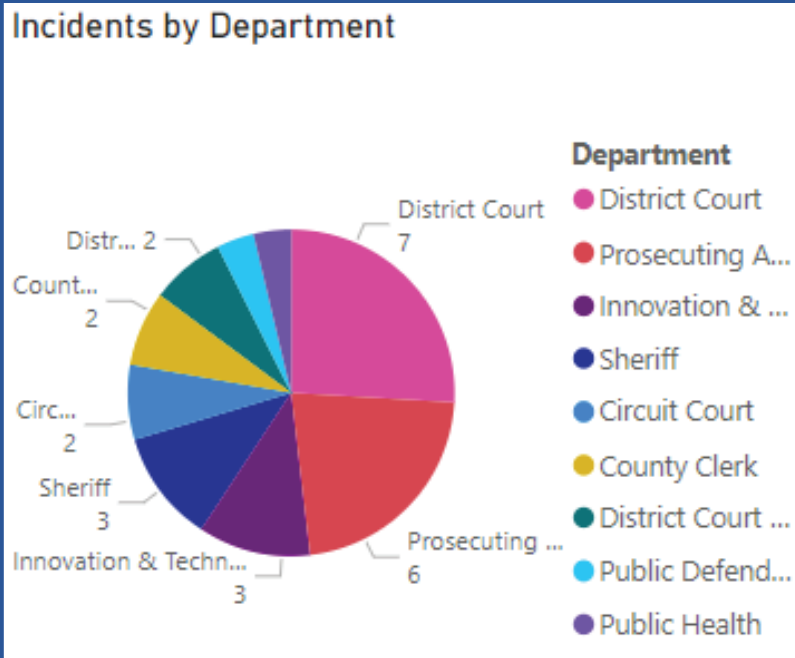


### Tracking

#### Microsoft Teams:



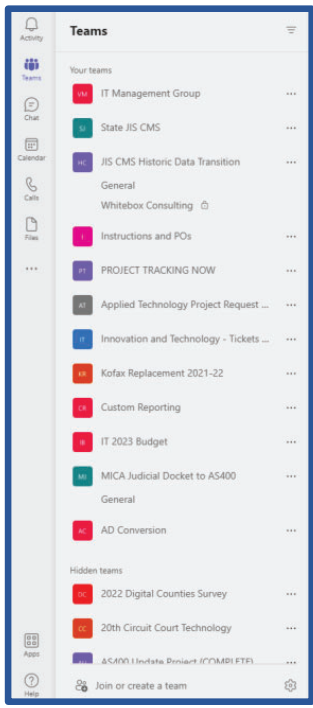
# Current Open Ticket Request by Department



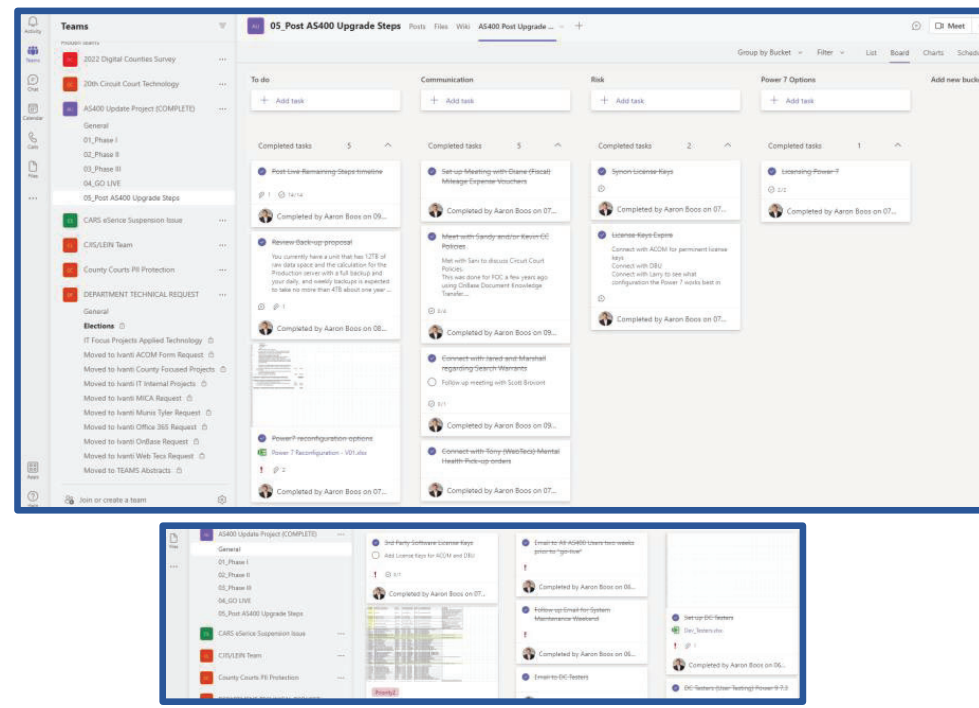


# SOLUTIONS PROJECT ANALYSIS (MS TEAMS)

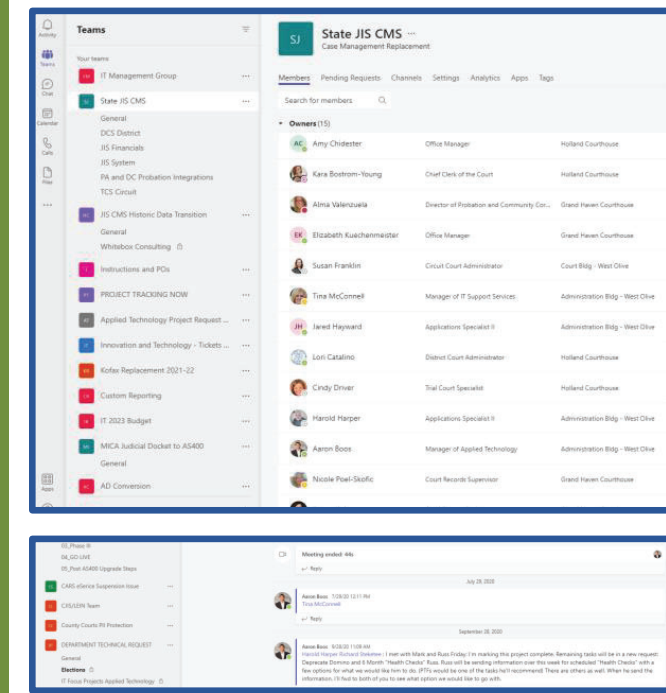
## Project Repository



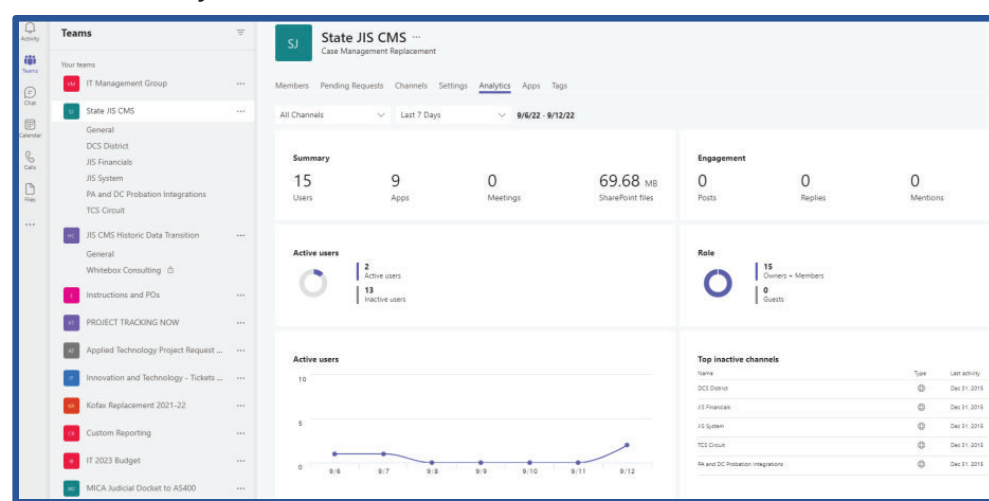
## Task assignment and Notifications



## Collaboration and Transparency



## Built in Analysis



## Shared Access to Project Documentation

Teams	PA and DC Probation Integrations	Posts	Files	Wiki
IT Management Group				
State JIS CMS				
General				
DCS District				
JIS Financials				
JIS System				
PA and DC Probation Integrations				
TCS Circuit				
JIS CMS Historic Data Transition				
General				
Whitebox Consulting				
Instructions and POs				
PROJECT TRACKING NOW				
Applied Technology Project Request				

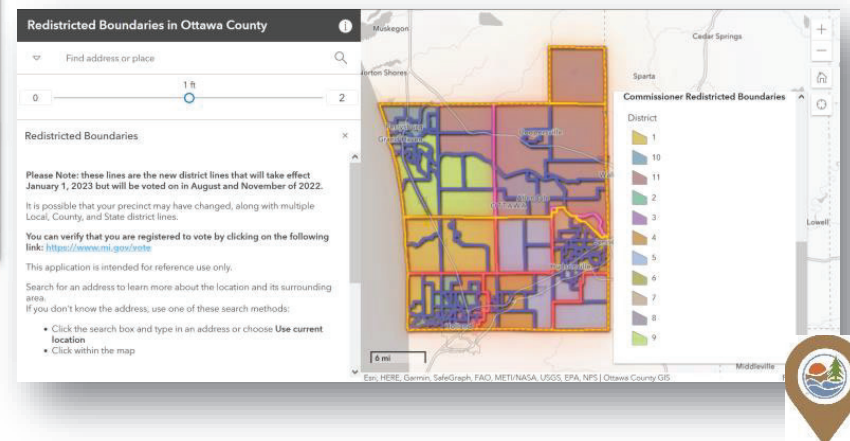
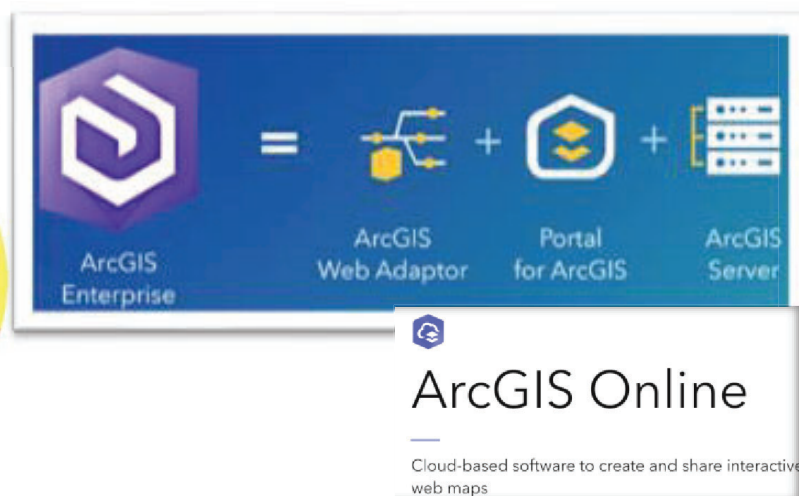
# Geospatial Insights & Solutions (GIS)

The theme for this year was **Upgrade**. The GIS Team spent most of this fiscal year upgrading servers, software, applications, and workflows. These upgrade will maximize the investment the County has made in GIS technologies.

- Added mobile-friendly options to internal applications for more efficient field work and assisting better communication between office and field users.
- Completed rebuilding several GIS servers and updating all servers and desktops to ArcGIS 10.8.1.
- Migrated ArcGIS Online Applications from old Map Viewer to new Map Viewer.

Additionally, the GIS Team:

- Assisted the Clerk's Department with changes to the Commissioner Districts.
- Maintaining and updating data related to e-911 dispatching on behalf of the Ottawa County Central Dispatch.



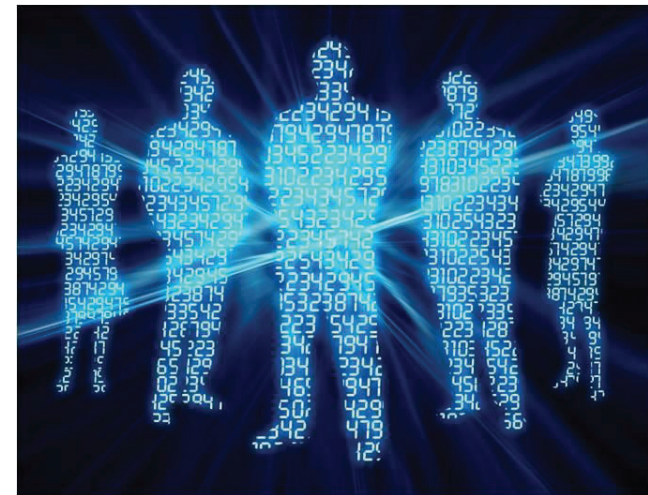
## Virtual Workforce

The COVID-19 pandemic changed how business is conducted – both County employees working remotely and collaborating leveraging Microsoft Teams and SharePoint.

Experts predict we won't go back to "normal." We will go back to "a new normal," and that's not all bad, according to many sources who cite the unexpected benefits of Work From Home (WFH).

At the County we have all learned that it can work, the technology is in place to support WFH.

With most of the County's work force is mostly working back in the office, so too is IT.



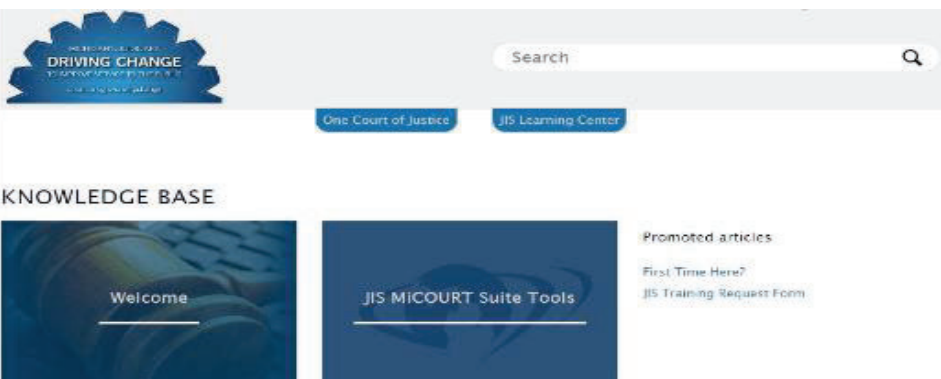




### Other

The department continued supporting other business units and local units in their technical deployment-engagement of:

- **Court Case Management System replacement** (Ottawa County Courts and State JIS Team)
- **Prosecuting Attorney's Office System** (Karpel PA Management System)
- **District Court Probation** (Journal Technologies DC Probation System)
- **SMS** texting solution that integrates with phone system/Jabber for the Public Defender and Public Health to reach clients more effectively.
- **Ottawa County Family Justice Center** - IT has been working with building contractors on the design of the public address, sound masking, infrastructure, digital signage, and conference room technology for the future Family Justice Center.
- **Unified Communication Projects**
  - Removed 9 from our dialing plan to reduce the number of accidental 911 calls.
  - Collaborating with the CPTED committee and Emergency Services to implement InformaCast for emergency notifications.
  - Completed a full review of our E911 to ensure desk phones are properly registered to their location in our buildings and that the appropriate staff are alerted when a 911 call is initiated.



# PLANNED PROJECTS

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Looking at the horizon several innovation projects are being considered.

## Court Case Management Replacement:

September 2022 starts year 2, working with the State JIS Team to replace the current AS400 Case Management System. Currently (Sept. 2022) the State continues with the Discovery Phase of the project, working with District Court preparing State DCS Software (District Court System) for Ottawa County Historic Data. Project Management staff from the State are working with Circuit Court as well preparing TCS (Circuit Court System).

IT has been working with State JIS Technical Team exploring integration methods to various accompanying systems, such as: Journal Technologies (District Court Probation System), Karpel (Prosecuting Attorney's Management System), Jail Tracker (Sheriff's Office Jail System) and the Ottawa County Document Imaging System, OnBase.

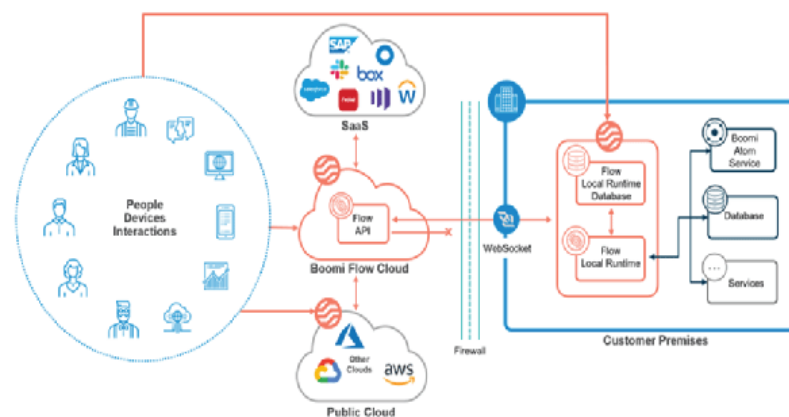


## IPaaS:

As the County continues to add new and modernize systems, opportunities arise for data-sharing and creating efficiencies. A great number of vendors are moving services from "on-premise" platforms to online services referred to as SaaS (Software as a Service). IPaaS is a method for maintaining integrations between cloud-based systems. IPaaS (Integration Platform as a Service) allow staff to generate data links between systems minimizing dual entry between hosted services.

Ottawa County IT has been working with IPaaS vendors to select the service that best fits our environment.

## Multi Cloud Architecture



# RISKS

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The evaluation of risks is a key part of remaining operational sustainable.



## Security and More Security

**Security Threats:** There are plenty of headlines in this area – from Baltimore having several security breaches to a major casino’s computer systems being hacked through security holes in the operation of a lobby fish tank. This involves both malware with very complex-pesky crypto locker file encryption and ransomware events (which have infected local West Michigan governments), online disruption of services attacks (which also have become regular occurrences to local West Michigan governments) originating from such places as Poland/Ukraine/Africa. I share these observations to show that we (Ottawa County) are not isolated from the world around us.

What are we doing: The County has engaged certified professionals to evaluate and remediate our security profile. This involves a great many improvements from continuous online monitoring, patching, network segmentation and network access controls, but this also involves continuous efforts in security awareness training. More advanced companies are introducing AI-based protection systems to be able to contain any such attacks introduced by a next-generation of tech. I am watching to see how these new systems might benefit the County – especially as we engage IaaS (Infrastructure as a Service), SaaS (Software as a Service), and IoT (Internet of Things).

**Data Protection:** The policies and practices to protect the privacy of data come in a close second on our list. With regulation continuously advancing, IT operations need to consider data protection advancements before any regulations are even enacted. My personal information has been on the dark web for years. This was the result of security breach between the State of Michigan and a local West Michigan government – not though the nefarious action of foreign agent. Information was exposed, captured and unemployment benefits were issued via a debit card to a location in Florida. I share this story to show that identify theft doesn’t always show up on a credit report or as an unwanted credit card purchase.

What are we doing: This area requires constant perseverance. I encourage anyone handling personal information or really any information to ask questions, especially in the area of information sharing outside of our networks.



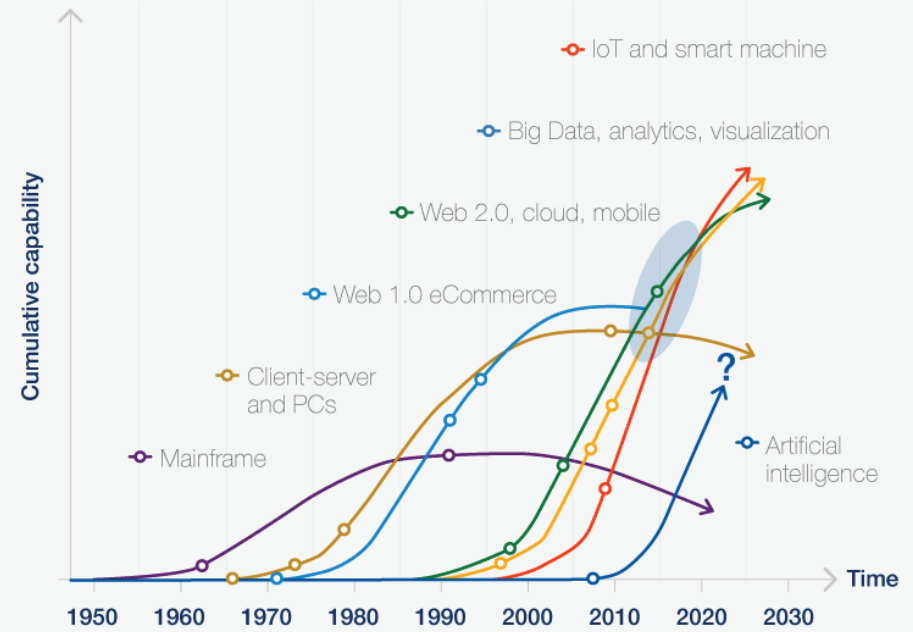
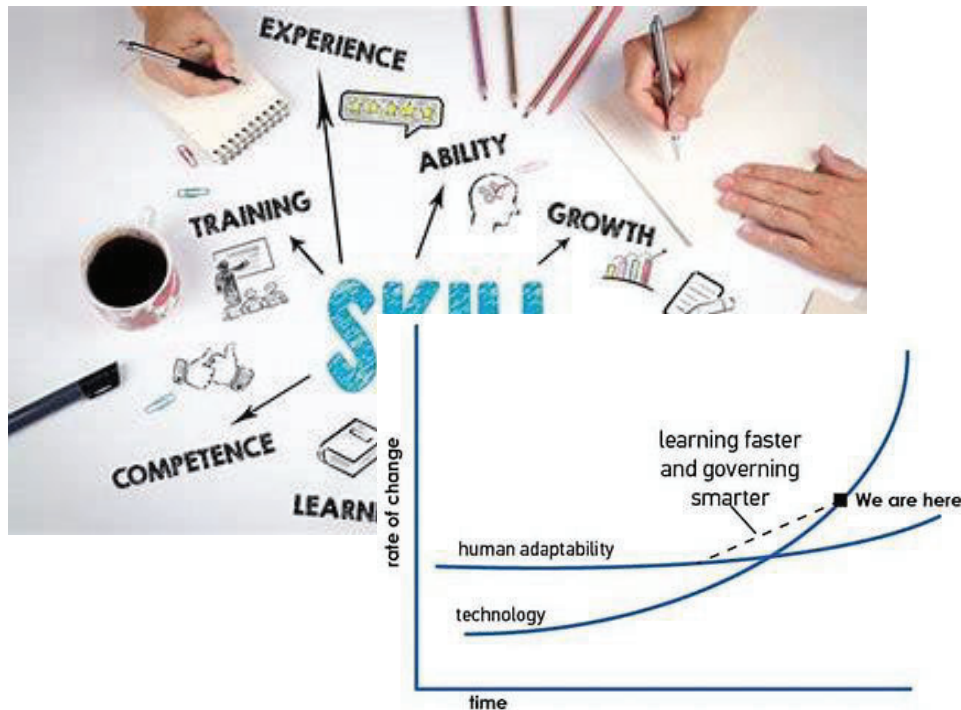
**Multi-cloud Security:** For many years Ottawa County has relied primarily on on-premise IT operations – in my opinion the County has missed out a vast array of capabilities in the cloud. Not that I’m promoting a cloud-first strategy, but rather a balanced on-premise/off-premise operation where capabilities and capacities make sense. This evolution of IT presents a number of challenges; more reliance on Internet access and securities, experience in setting up and administrating single sign-on operations, encryption technologies, data collaboration practices, cloud-agnostic security platforms, and even iPaaS (Integration Platform as a Service).

What are we doing: The IT team is setting up ADFS (Active Directory Federated Services) – a Microsoft single sign-on solution that allows our user security practice to be shared to many SaaS frameworks. We are working with our security team to assure cloud engagement is solid-compliant-sustainable. IT is also researching iPaaS as a means to stitch data integration-interface needs between software solutions going forward. Keep in mind we are only on number 4 here – this is a lot to take in and resulting in a lot of change. The proposed engagement of Microsoft Office 365 alone impacts multi-cloud security operation alone.

## Talent Management

Having technical expertise available when you need it is a challenge throughout the IT industry. The IT industry continues to be in negative unemployment and will remain so for decades – there simply isn't enough talent to go around. The technical skills needed today are also far different than those 10 years ago – or even last year. IT skills have gone into specialties – such as network security. The ability for the County to build and sustain specialized talent is next to impossible.

The department has embraced professional service management to supplement and have a greater depth and array of talent which we could otherwise not maintain. The County's IT operation now has augmented experts under contract to support all major technical-operational frameworks, and the added value of broader experience and even resource availability bolsters operational sustainability going forward.



### Pace of Change

- The 2018 **CIO** survey shows there is no doubt in **CIOs'** minds that their workload **will** continue to **accelerate**. The majority of **CIOs** are suggesting fatigue: 48 percent said they were concerned about their ability to **keep pace** with the **change** required.

**Innovation and Digital Transformation:** The pace of change in innovation is tremendous, the feeling that if you don't evolve and transform means you are losing ground has some merit. Don't despair there is a plan. In short, we now have access to Artificial Intelligence: IoT, application in security, voice interactive response, knowledgebase development, block chain, oh my. But where, how, who, what is the business impact, will it work and remain sustainable? IT believes this all begins with (BI) business intelligence – making informed data driven decisions, deep algorithm data analysis will follow. This area also requires proactive thought on data and operational governance. Away we go.



Ottawa County

## Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 03/14/2023

**Requesting Department:** Parks & Recreation Department

**Submitted By:** Jason Shamblin

**Agenda Item:** Ottawa County Department of Parks and Recreation 2022 Annual Report

### Suggested Motion:

To receive for information the Ottawa County Department of Parks and Recreation 2022 Annual Report.

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


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

**Action is Related to Strategic Plan:**

**Goal:** Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

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

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

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

Committee/Governing/Advisory Board Approval Date:





Oct 1, 2021 - Sep 30, 2022

# ANNUAL REPORT

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Ottawa County  
Parks & Recreation



Hike. Bike. Ski. Explore.





## PARKS & RECREATION

The Ottawa County Parks and Recreation Commission was created in 1987 to oversee the management and operation of the county parks system. Since then, we've grown from 9 parks and 400 acres!

### 2022 AT A GLANCE

27

County Parks

7,353

Acres

150+

Miles of Trail

15

Open Spaces

### GROWTH IN 2022

We acquired three open spaces and 96 additional acres in 2022.



"We are so proud of the growth in 2022 and look forward to the many exciting projects coming up in 2023!"

**JASON SHAMBLIN**

Director

### MISSION

The Ottawa County Parks & Recreation Commission enhances quality of life for residents and visitors by preserving parks and open spaces and providing outdoor and natural resource-based recreation and education experiences.



### GOALS

- 1 Preserve and manage park and open space lands which protect and enhance significant landscapes and natural communities, to benefit both people and wildlife.
- 2 Provide high quality outdoor and natural resource-based recreation opportunities for residents and visitors of all levels of ability.
- 3 Promote understanding and appreciation of the natural and cultural history of Ottawa County, and awareness of Commission-operated facilities, programs, and services.
- 4 Ensure organizational sustainability.

# Grand River Greenway



## The Greenway Vision

The Grand River Greenway is a model ecological and cultural corridor along the Grand River. It will preserve significant natural, historical and cultural features as well as promote healthier and more vibrant communities.

## Constructing Connections

With the construction of two major connections in the Jenison Area, significant progress was made on the Idema Explorers Trail in 2022.

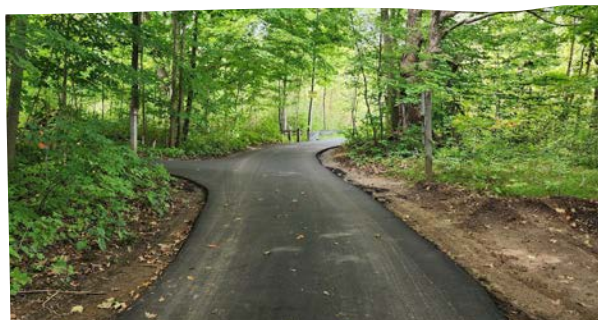
The Bill Idema Moraine Nature Segment connects Grand Ravines to Grand River Park. This beautiful segment of trail includes ADA-accessible boardwalk, as this area is often susceptible to high water levels.

The Jenison Mill segment connects Ottawa County trails to Kent County trails and honors the late Peter Secchia! The final installation of the arch happened in FY23.

For more detailed information about the trail, visit: [grandrivergreenway.org](http://grandrivergreenway.org)

## Spoonville Trail Addition

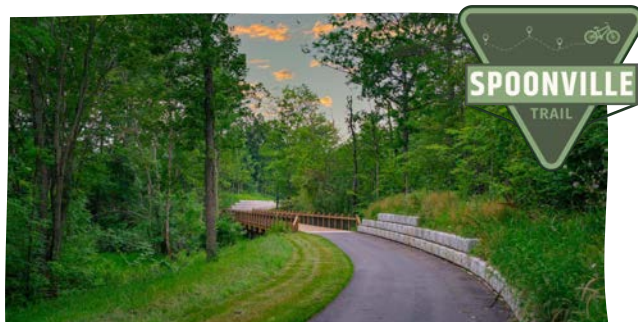
This year, Ottawa County Parks & Recreation assumed ownership and maintenance of the Spoonville Trail in Robinson Township. This award-winning 4.2-mile trail links the north and south sides of the river with a multipurpose path along the M-231 bridge. It also connects the Idema Explorers Trail and north side of the river to the North Bank Trail, closing the gap on the 24-mile Grand Crossings loop.



Bill Idema Moraine Nature Segment



Jenison Mill Segment



Spoonville Trail

## Pigeon River Greenway

### Observatory Groundbreaking



Over the summer of 2022, our long-time program partner, the Shoreline Amateur Astronomical Association, worked on installing West Michigan's first public observatory.\* The site will house a 16-inch Schmidt-Cassegrain telescope and will be open to the public for programming in FY23.

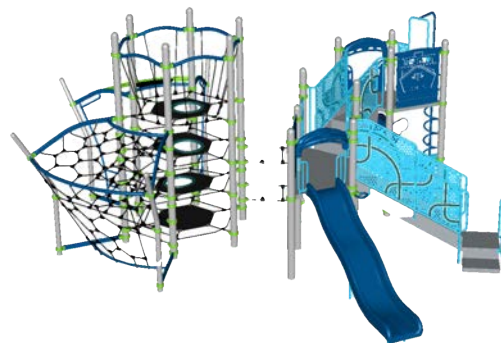
For more info and a video of the construction, visit: [news.miottawa.org/public-observatory](http://news.miottawa.org/public-observatory)

\*The observatory opened in early FY23.

## Lake Michigan Coastal Greenway

### Kirk Park Renovation

A Michigan Natural Resources Trust Fund grant was approved to provide improvements at Kirk Park. This renovation project will begin after the Summer of 2023 and includes restroom updates, an addition of swimsuit changing stalls, and a NEW playground! This project also includes the development of trailhead amenities for regional bike and water trails.





# Community Engagement

Throughout this fiscal year, Ottawa County Parks and Recreation partnered with several groups to provide programs and events that benefit our community.

## Ottawa County Sheriff's Department

Cops and Bobbers was a fishing event designed to bring Ottawa County Sheriff's and Parks employees alongside local youth, with a goal of introducing kids to fishing, conservation, and water safety, while building relationships with the people we serve.

## Department of Public Health

In partnership with the Department of Public Health, we offered Step it Up, a free 8-week program designed to help residents get active and visit new parks. Over 70% of participants reported an improvement in their physical and mental health as a result of participating in the program.

## Historic Ottawa Beach Society

Visitors to the Nature Center at Hemlock Crossing County Park learned the story of the SS Michigan through a partnership with the Historic Ottawa Beach Society and the Pump House Museum and Learning Center. Thank you for sharing the excellent Icebound exhibit with us!

## Zee Bus



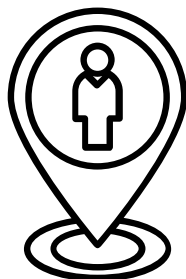
We collaborated with Zee Bus, a traveling library that rolls through the Zeeland area in the summer. Outdoor educators engaged children with nature activities and story time.

## StoryWalks

Local libraries collaborated with Ottawa County Parks to continue offering StoryWalks to residents. People could walk and read the posted signs during park hours.

# 13,691

Visitors to the Nature Center at Hemlock Crossing Park



# 383

Total Private & Public programs offered



Youth at Cops and Bobbers



Family enjoying a StoryWalk



Kids working with an outdoor educator at a Zee Bus stop

## Socials Stats

# 3,367

Followers on Instagram



# 15,139

Followers on Facebook



## Follow us!

Instagram

@OttawaCountyParks

Facebook

@OttawaCountyParksandRecreation

# Natural Resource Management

## Ottawa Sands BioBlitz

Our second annual BioBlitz was held at Ottawa Sands in May. Scientists and the public scoured the park to document as many species as possible in one day to get a snapshot of the area's biodiversity while collecting monitoring data. Scientific experts from Michigan State University/Sea Grant, Encompass Socio-ecological Consulting, Great Lakes Audubon, Owashtonong Islands Audubon, Michigan Department of Natural Resources, National Oceanic Atmospheric Administration, and Martinus & Associates, volunteered their time to help monitor Ottawa Sands.



27

Total Taxa

154

Species

Includes plants, birds, macroinvertebrates, amphibians, fish, and reptiles.



■ Bluegill ■ Largemouth bass ■ Yellow Perch



Ottawa Sands shoreline that will undergo restoration in 2023.

## Improving Habitat

With a \$400,000 subaward agreement for a Sustain Our Great Lakes grant through the National Audubon Society, an exciting project is underway at Ottawa Sands! This project aims to restore historic wetlands and create new wetlands for a total of 42 acres of high priority marsh. These areas represent some of the highest potential for Great Lakes marsh bird habitat creation and are in desperate need of restoration. Upon completion, visitors will see benefits such as fishing opportunities, bird watching, and photography.

## Biodiversity Management

**3,641** Acres managed for biodiversity

Nearly 50% of park property was actively managed for biodiversity throughout the Parks system. As a result of these efforts, seven park properties are effectively invasive free, now including North Beach!

# Volunteering

## Student Research

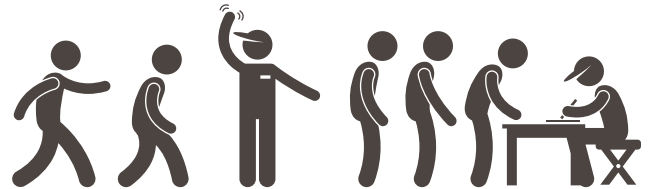


Ottawa County Parks and Recreation has been working with Karina White, a science teacher from Jenison High School, for almost a decade through the Adopt-A-Park program. White sought a project that would involve her students in research and benefit the parks. She landed on creating a citizen science-based protocol that can help monitor upland restoration sites. While wetland restoration can be monitored with programs like MiCorps, there isn't a comparable protocol for restored upland ecosystems.

White intends to continue monitoring the park to provide long-term data that will be used to inform management decisions such as prescribed fire schedule and invasive species management. This innovative project could be used by other organizations within Michigan and beyond.

# 7,080

Total *reported*  
volunteer hours



In Spring of 2022, 40 volunteers from Jenison High School identified and counted plants and insects at Grand Ravines to help provide long-term monitoring data.

# 536



Hours of labor worked by Park Stewards



Volunteers are critical. In FY22, we had many volunteers that helped keep our parks in great condition.

## Eagle Scouts

Eagle Scout candidate Quinten Burlew cleaned up the Jenison Mill site in anticipation of the Idema Explorers Trail construction and candidate Beth Tenbrink installed hammock posts at Pigeon Creek Park.

## Local Steward



Rich Bosch's initiative and leadership has greatly improved the ecological health of Paw Paw Park by almost daily monitoring and removing invasive species; planting native species; and working with various volunteer groups.

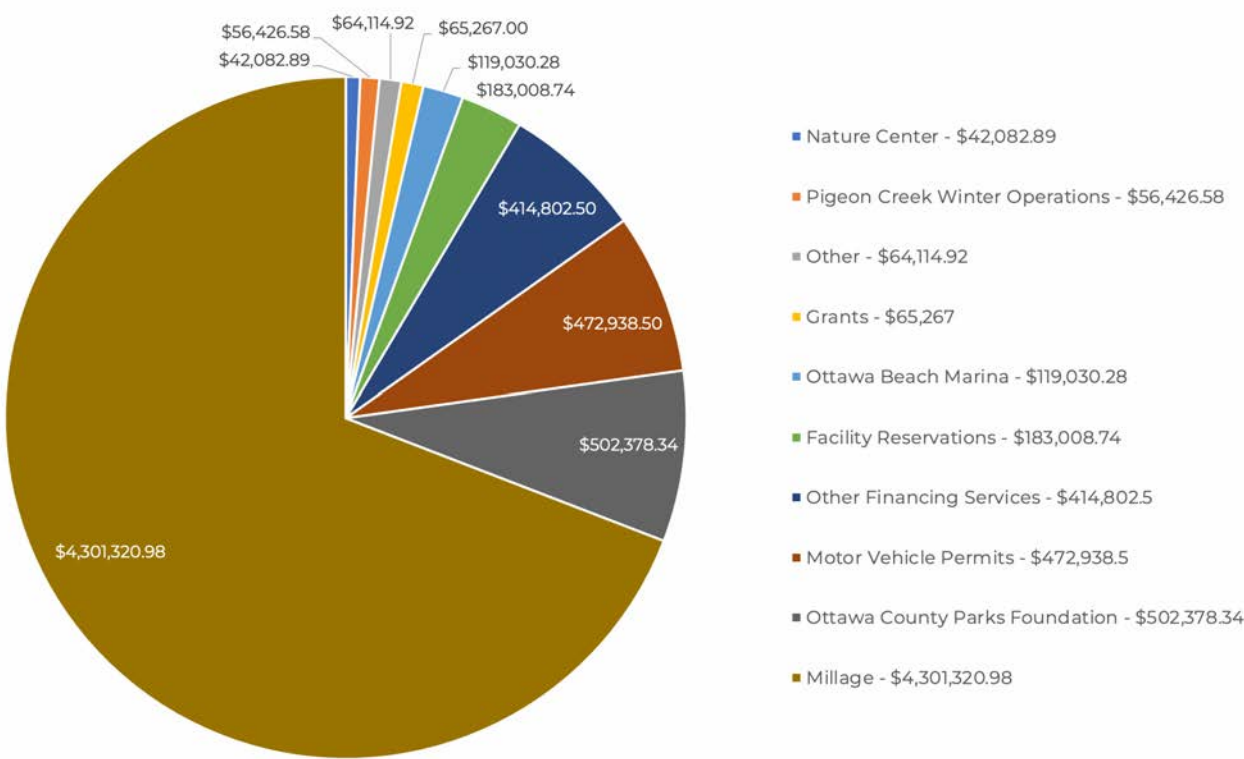
## Volunteer Groups

In total, we had 29 (schools/businesses/organizations) groups volunteer in our parks. They cleaned up beaches, removed invasives, and much more. We appreciate their time and dedication!

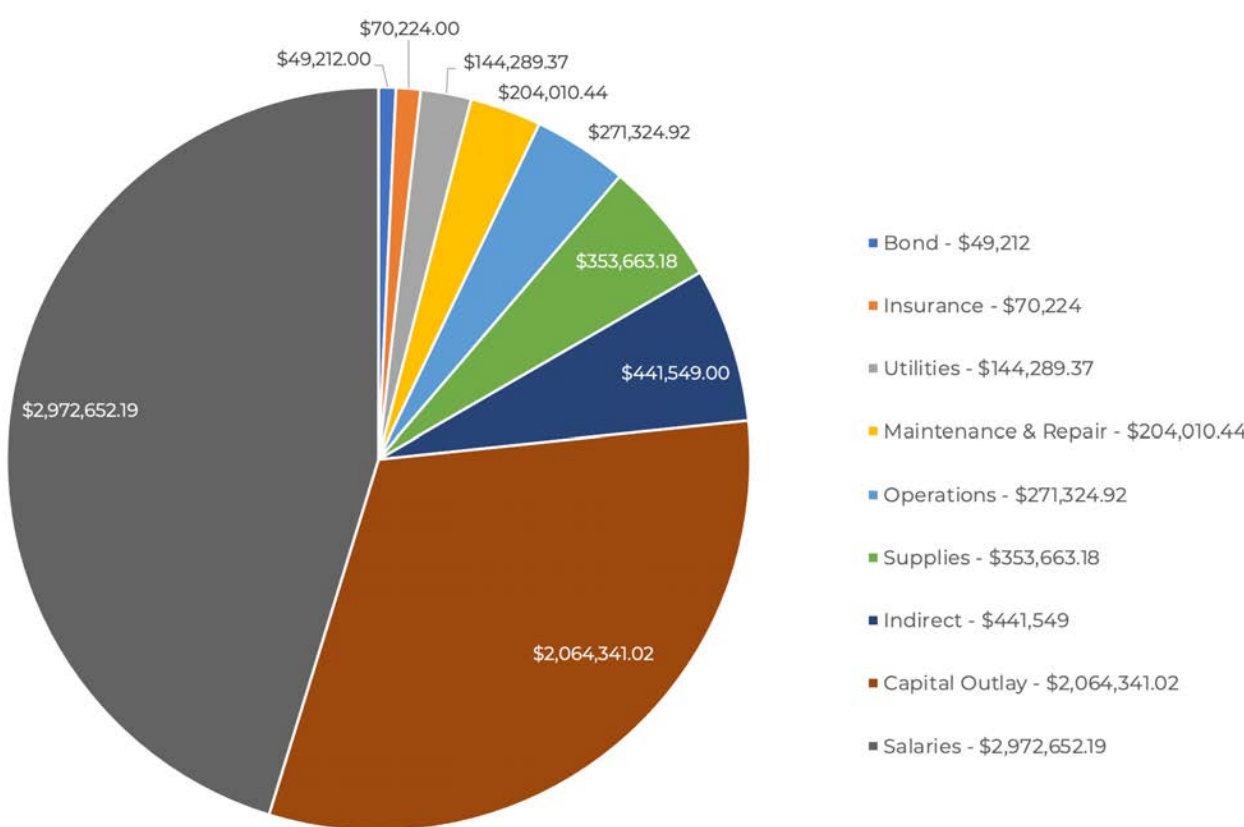


# Revenue & Expenses

**FY22 Revenue = \$6,234,831.22**



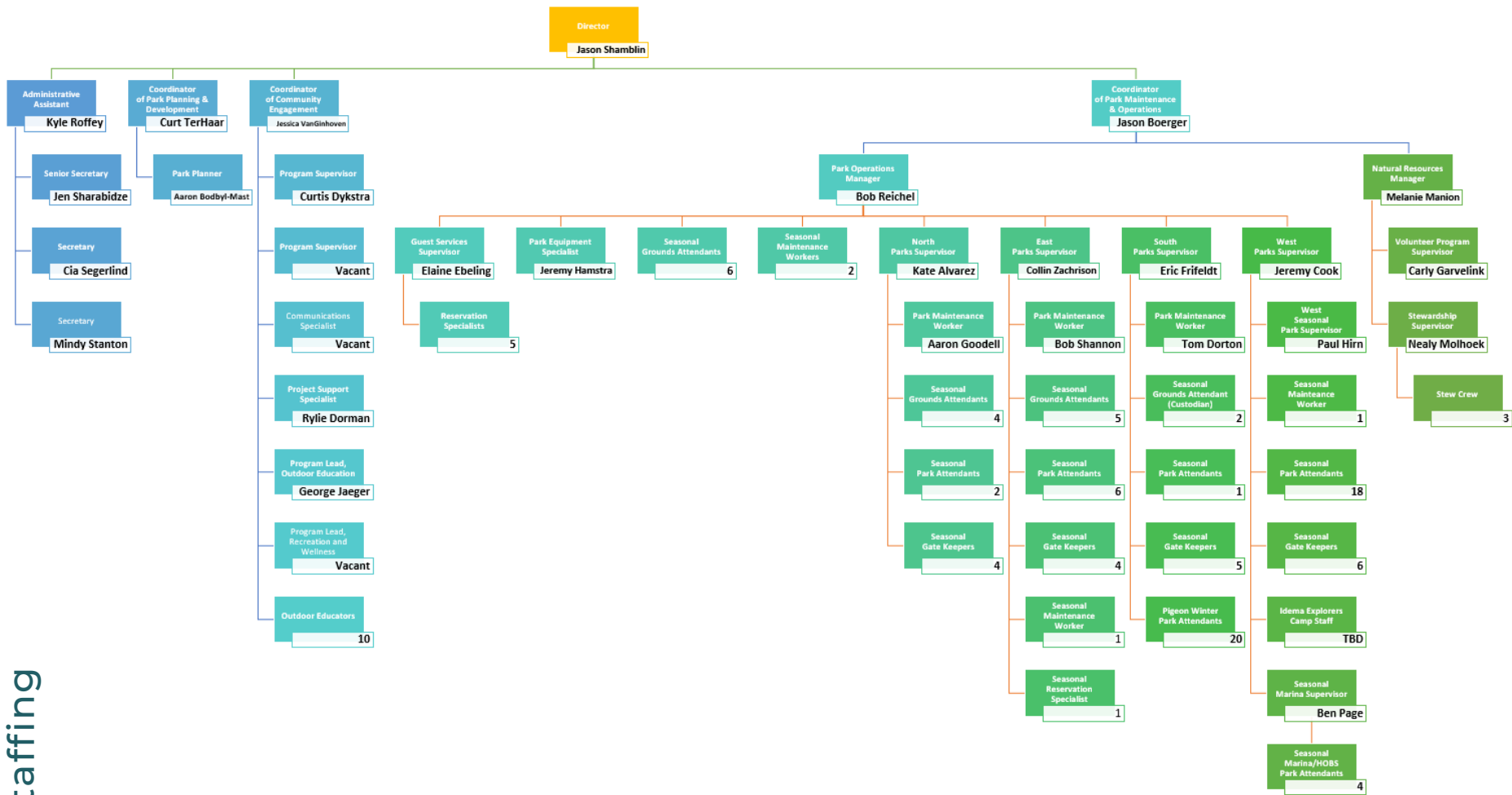
**FY22 Expenses = \$6,605,646.42**



# Property Data

Parks and Open Spaces	Acreage	Lake Michigan Frontage (feet)	River Frontage (Grand River, Pigeon & Macatawa) (feet)	Tributaries (Bass, Crockery, Deer, Rush, Sand) (feet)	Bayou & Inland Lake Frontage (feet)	Hiking Trails (miles)
<b><u>Grand River Greenway</u></b>						
Idema Explorers Trail	0	0	0	0	0	9.19
Stearns Creek	146	0	0	0	7,730	1.7
Connor Bayou	142	0	4,563	0	1,687	3.39
Crockery Creek Natural Area	334	0	2,640	12,762	0	1.75
Sheridan Landing (Other)	4	0	0	957	0	
Jubb Bayou (Open Space)	97	0	4,589	0	4,026	
Riverside Park	95	0	6,737	0	0	2.24
Bur Oak Landing (Open Space)	263	0	7,392	0	5,267	0.97
Bass River Open Space	47	0	0	3,090	0	
Eastmanville Farm	229	0	1,365	0	0	4.75
Eastmanville Bayou Open Space	157	0	9,364	0	8,300	1.49
Deer Creek Park	2	0	530	0	0	
Ripps Bayou (Open Space)	173	0	7,550	7,706	7,992	
Kuits Bayou (Open Space)	80	0	6,191	0	2,650	
Grand River Open Space	279	0	7,890	0	0	
Grand River Ravines	202	0	2,640	0	0	5.52
Grand River Park	162	0	2,505	0	0	3.43
Bend Area (Open Space)	421	0	10,032	0	33,263	4.41
Un-named Site - Georgetown Twp East	17	0	647	0	0	
Un-named Site - Georgetown Twp East	3	0	0	0	0	
Un-named Site - Georgetown Twp East	5	0	215	0	0	
Un-named Site - Georgetown Twp East	6	0	405	0	0	
	<b>2,863</b>	<b>0</b>	<b>75,255</b>	<b>24,515</b>	<b>70,915</b>	<b>38.84</b>
<b><u>Pigeon River Greenway</u></b>						
Hemlock Crossing/Pine Bend	239	0	7,920	0	0	6.25
Pigeon River	46	0	2,354	0	0	
Pigeon Creek Park	282	0	3,200	0	0	6.19
Pigeon Creek Forest (Open Space)	189	0	0	0	0	3.94
	<b>756</b>	<b>0</b>	<b>13,474</b>	<b>0</b>	<b>0</b>	<b>16.38</b>
<b><u>Macatawa River Greenway</u></b>						
Paw Paw Park						
West	50	0	2,063	0	0	1.33
East	122	0	4,815	0	0	3.16
Adams Street Landing	10	0	1,100	0	0	0.03
Hawthorn Pond	40	0	1,792	0	0	0
Black River Court Property	5	0	523	0	0	0
96th Ave Property	5	0	1,471	0	0	0
Upper Macatawa Natural Area	612	0	13,100	0	0	12.86
	<b>844</b>	<b>0</b>	<b>24,864</b>	<b>0</b>	<b>0</b>	<b>17.38</b>
<b><u>Lake Michigan Coastal Greenway</u></b>						
North Ottawa Dunes	593	0	0	0	0	9.37
North Beach Park	7	745	0	0	0	0
Ottawa Sands	345	0	5,740	0	8,400	3.5
Rosy Mound Natural Area	164	3,450	0	0	0	1.87
Kirk Park	68	1,850	0	0	0	2.01
Olive Shores	21	738	0	0	0	0.57
Tunnel Park	23	950	0	0	0	0.57
Historic Ottawa Beach Parks	58	756	0	0	2,560	0.96
	<b>1,279</b>	<b>8,489</b>	<b>5,740</b>	<b>0</b>	<b>10,960</b>	<b>18.85</b>
<b><u>General Parks, Open Space and Trails</u></b>						
Musketawa Trail	0	0	0	0	0	10.83
Un-named Site - Wright Township	8	0	0	0	0	0
Grose Park	45	0	0	0	823	1.58
Marne Bog (Open Space)	83	0	0	0	0	0
Robinson Forest (Open Space)	80	0	0	0	0	0.44
Johnson Street Forest (Open Space)	50	0	0	0	0	0
Hiawatha Forest (Open Space)	365	0	0	0	0	1.89
Hager Park	104	0	0	0	0	2.99
Port Sheldon Natural Area (Open Space)	440	0	0	0	0	2.55
VanBuren Street Dunes (Open Space)	120	0	0	0	0	1.51
Spring Grove Park	16	0	0	0	0	0.31
Riley Trails	300	0	0	0	0	10
	<b>1,611</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>823</b>	<b>32.1</b>
<b>TOTAL</b>	<b>7,353</b>	<b>8,489</b>	<b>119,333</b>	<b>24,515.40</b>	<b>82,698</b>	<b>123.55</b>

# Current Staffing





## THANK YOU FOR ANOTHER GREAT YEAR!

### “ Quotes from the Community about Parks

"Ottawa County has wonderful parks."  
-Joanne Holmquist-Dewinter

"Love the trails! Keep them coming."  
-Sherly VanStedum about Jenison Mill Trail Construction

"These walks are so much fun! Gets you outside, guides share great nature insights, and you meet new people!"  
-Juddy Tuttle about Step it Up

"Very exciting. I believe some of the yurts and tree houses will be universally accessible, too!" – Lukey Dukey about the Ottawa Sands Development

"I'm very excited for this. Such a great addition to our community"

-Daniel J Kroll about Jenison Mill Trail Construction

"Yay for invasive species removal!"  
-Jackie C French

"All three grandkids said, "that was fun" when we finished our story walk!"  
-Debra Evelyn about StoryWalks

"Thank you! I was there last week and was so happy to see so much beach back!" – Julie Molewyk about Parks employees grading North Beach

## Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 03/14/2023

**Requesting Department:** Community Action Agency

**Submitted By:** Jennifer Brozowski

**Agenda Item:** Ottawa County Community Action Agency 2022 Annual Report

### Suggested Motion:

To receive for information the Ottawa County Community Action Agency 2022 Annual Report.

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


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

**Action is Related to Strategic Plan:**

**Goal:** Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

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

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

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

Committee/Governing/Advisory Board Approval Date:





# OCCAA Annual Report

March 14, 2023

*Ottawa County Community Action Agency aims to reduce the effects of financial hardships by promoting self-sufficiency and empowering individuals and families to achieve economic independence*

## History of Community Action

- Began as part of the War of Poverty 1964 and the Economic Opportunity Act of 1964
- As part of this act, it is states, *“The United States can achieve its full economic and social potential as a nation only if every individual has the opportunity to contribute to the full extent of his capabilities and to participate in the workings of our society.”*

# OCCAA Budget

Year	Budget	Program Staff (* partial staffing is fiscal position)
2017/18	\$1,350,000	7.3
2018/19	\$1,375,000	7.3
2019/20	\$1,300,000	6.3
2020/21	\$4,170,000	6.3
2021/22	\$3,915,261	6.3
2022/23	\$3,233,153	7.3

# CAA Grants and Programs 21-22

Name	Program Description	Program Area
LIHEAP Grant	Weatherization Program	Housing-Related
CDBG	Home Rehab Program	Housing-Related
Lower My Bills (Poverty)	Energy Education Program	Housing-Related
Lower My Bills (General Pop)	Energy Education Program	Housing-Related
CMH Leasing	Housing Quality Inspections	Housing-Related
TEFAP Grant	Emergency Food Program	Food
CSFP Grant	Senior Food Program	Food
Emerg Solut Grant - COVID 19	<b>COVID-related</b> "Pass through" grant-fiduciary	Admin
Emergency Housing Voucher Grnt	<b>COVID-related</b> "Pass through" grant-fiduciary	Admin
CSBG	Administrative funds, training, staffing dollars	Admin
ESG	"Pass through" grant-fiduciary	Admin
MEAP Grant	Utility Assistance Program	Utilities
EFSP-FEMA Grant	Utility Assistance Program	Utilities
DOE Energy Assistance Grant	Weatherization Program	Utilities
Walk for Warmth	Utility Assistance Funding	Utilities
CAA CARES Grant	<b>COVID-related</b> Utility Assistance	Utilities
Zeeland BPW Grant	Utility Assistance	Utilities
HBPW - Low Income	Direct Assistance for Utilities	Utilities
CSBG-D	Tax and migrant programs	Income - related

# 2022 Federal Poverty Guidelines

## Eligibility Per CAA Program

	FPL	CSFP	MEAP/LIHWAP	Wx, tax, BPW	HBPW- CAP
HH size	100%	130%	150%	200%	250%
1	\$13,590	\$17,667	\$20,385	\$27,180	\$33,975
2	\$18,310	\$23,803	\$27,465	\$36,620	\$45,775
3	\$23,030	\$29,939	\$34,545	\$46,060	\$57,575
4	\$27,750	\$36,075	\$41,625	\$55,500	\$69,375
5	\$32,470	\$42,211	\$48,705	\$64,940	\$81,175
6	\$37,190	\$48,347	\$55,785	\$74,380	\$92,975
7	\$41,910	\$54,483	\$62,865	\$83,820	\$104,775
8	\$46,630	\$60,619	\$69,945	\$93,260	\$116,575
9	\$51,350	\$66,755	\$77,025	\$102,700	\$128,375
10	\$56,070	\$72,891	\$84,105	\$112,140	\$140,175



# Assistance Totals

Program	Households Assisted
Utility Assistance	<b>145</b> Households/assists
Housing/Weatherization	<b>19</b> Households
Food Assistance: Monthly	<b>330</b> Households/month (seniors)
Food Assistance: Quarterly	<b>1179</b> Households/quarter (on average)
Other programs	<b>256</b> Households
<b>Total Served (approximate)</b>	<b>880 Households/ 1827 Ind.</b>

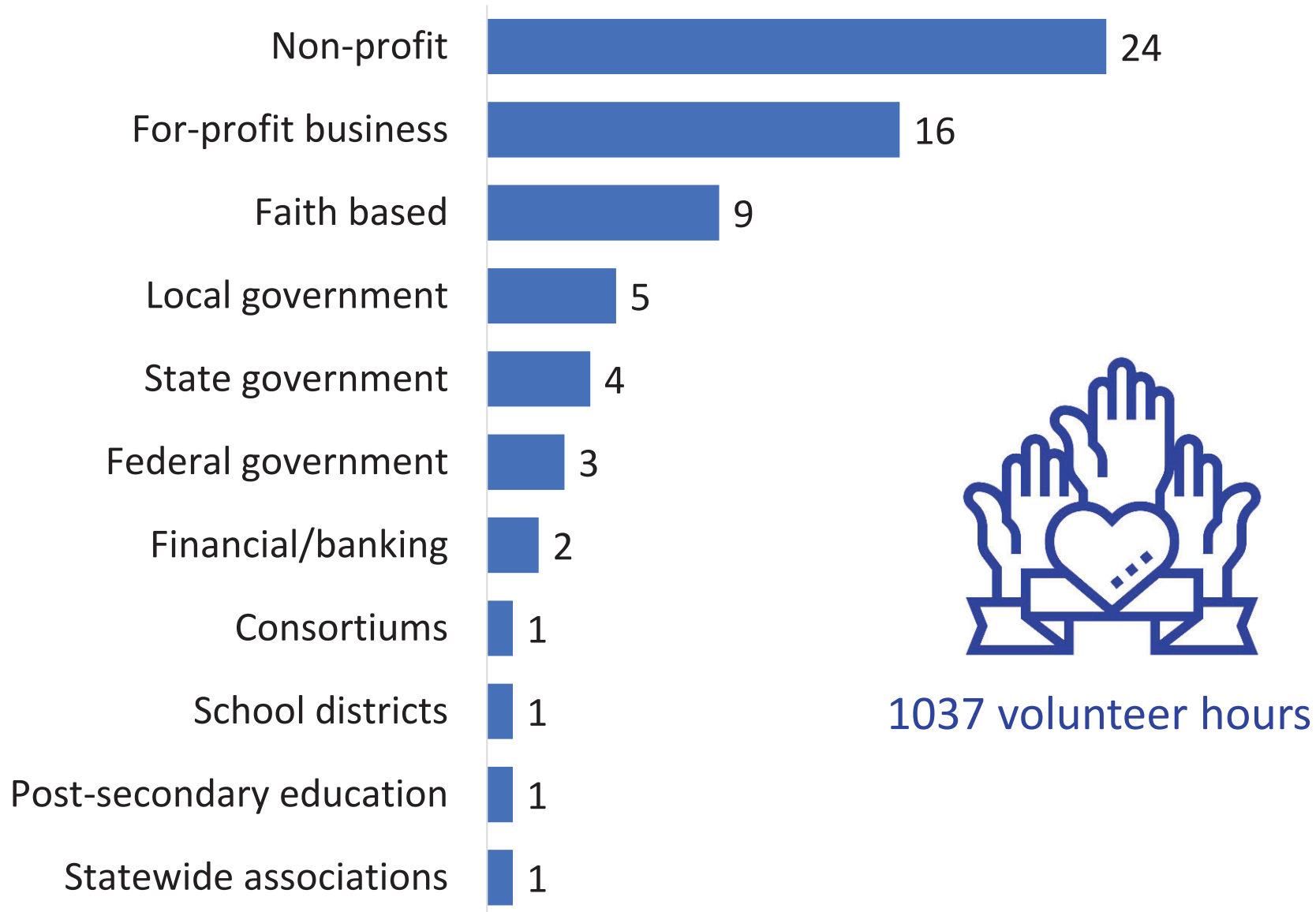
# 2023 Walk for Warmth



- Total donations to date: \$5,837.40
- 106 walkers

# OCCAA Community Partners

67 partner organizations!





# Program Highlights



# Commodity Supplemental Food Program (CSFP)

CSFP is a monthly food distribution program designed to supplement the nutritional needs of income eligible seniors age 60+. A variety of USDA non-perishable food items are distributed. Includes cheese, milk, cereal, pasta/rice, fruit/juice, plant-based protein, meat, vegetables.

New partnership with DoorDash – started Nov. 2022

- Before DD – avg. 250 seniors per month
- With DD - avg. of 330 seniors per month



Currently, top CSFP distributing agency in the state by serving over 100% of our 325 caseload.

Number of new clients

- Oct-Dec – 20
- Jan-Mar - 19





# A Program Evaluation of the Commodity Supplemental Food Program (CSFP) in Ottawa County, MI.

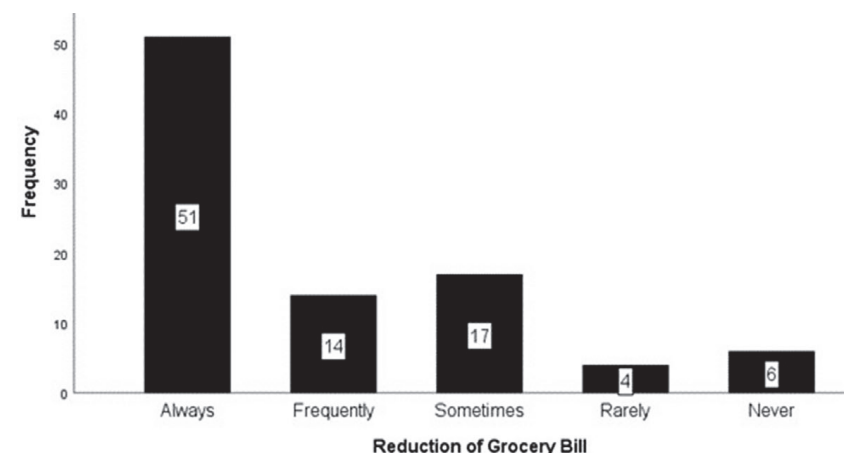
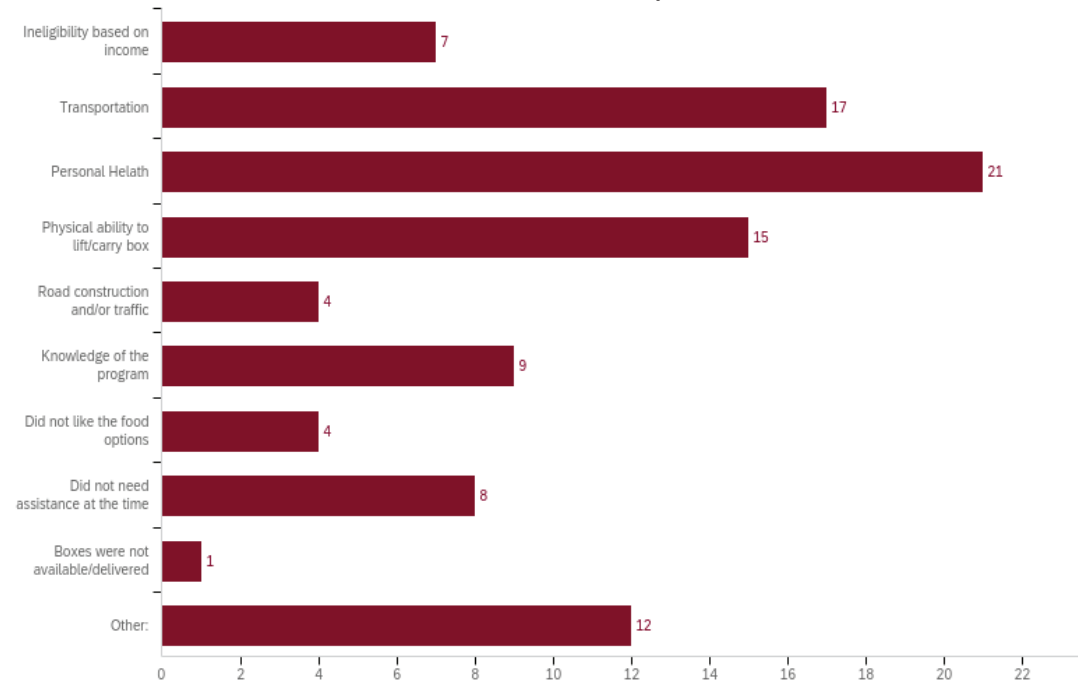
By: Megan Kwantes, MPH

## Most Significant Findings:

- More than 2/3 of participants report that this program helps reduce their monthly grocery bill always or frequently.
- The longer participants have been receiving CSFP, the greater levels of Food Security were reported.
- Most participants reported that when they miss a distribution, they worry about having enough food.
- Top 3 barriers reported: Personal health, transportation, and physical ability to lift/carry the box

Time in CSFP	% Always Insecure	% Frequently Insecure	% Mostly Secure	% Always Secure
<1 year	28.57	28.57	28.57	14.29
1-2 years	4.17	12.5	54.17	29.17
3-5 years	0	14.29	46.43	39.28
6-10 years	5.88	11.76	41.18	41.18
>10 years	0	16.67	16.67	66.67

## Barriers Encountered for Participation





# What is weatherization?

Weatherization is the process of protecting a structure from outside elements. Weatherization Assistance Programs determine what measures can be completed based on a thorough energy audit in the home that determines savings to investment ratios.



# Typical Weatherization Measures



## **HEALTH and SAFETY** MEASURES

- Perform heating system safety testing
- Perform combustion appliance safety testing
- Repair/replace vent systems to ensure combustion gas drafts safely outside
- Install mechanical ventilation to ensure adequate indoor air quality
- Install smoke and carbon monoxide alarms when needed
- Evaluate mold/moisture hazards
- Perform incidental safety repairs when needed.



## **ELECTRIC and WATER** MEASURES

- Install efficient light sources
- Install low-flow showerheads
- Replace inefficient refrigerators with energy-efficient models.

**\$372**

AVERAGE ANNUAL  
ENERGY COST SAVINGS

**18%**

ANNUAL HEATING  
CONSUMPTION SAVINGS

**7%**

ANNUAL ELECTRIC  
CONSUMPTION SAVINGS

FOR EVERY  
**\$1.00**

INVESTED IN  
WEATHERIZATION,

**\$1.72**

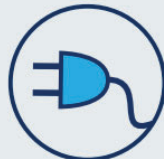
IS GENERATED  
IN ENERGY BENEFITS AND

**\$2.78**

IN NONENERGY BENEFITS.

## Why Weatherization?

### The Benefits of a Weatherized Home



ENERGY COSTS SAVINGS



WATER COST SAVINGS



LOWER OUT-OF-POCKET  
HEALTH COSTS

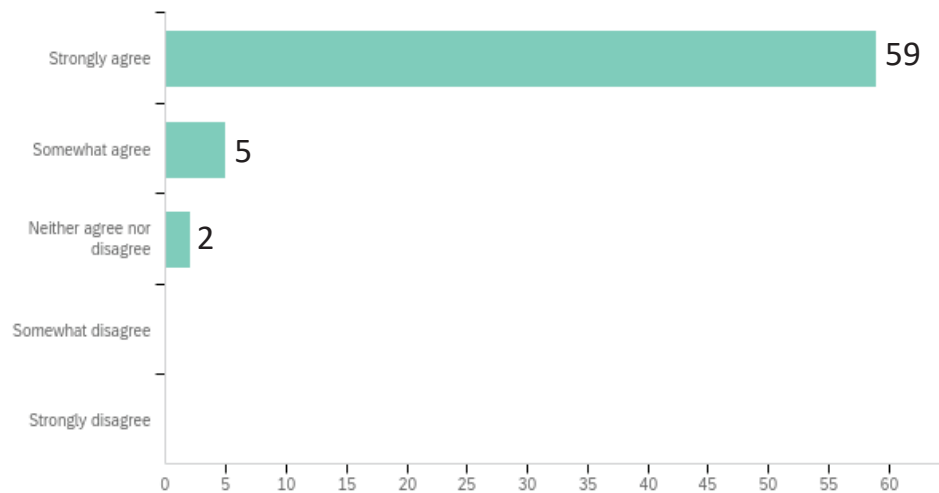


LOWER LOAN INTEREST  
PAYMENTS

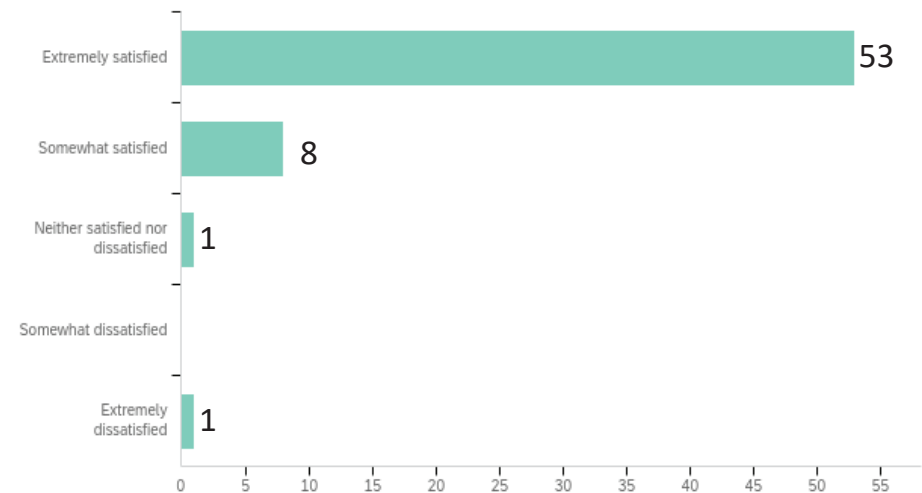
# Customer satisfaction

- Qualtrics Survey initially published August 2022
- 79 responses so far
- 97% of respondents would refer others to OCCAA for services

I was treated with respect and dignity:



How satisfied were you with your overall experience with OCCAA?





# Success Story

## UTILITIES

A family of four that had income from both parents. Unfortunately, health issues have prevented one of the parents to be able to work for the past few years. OCCAA has assisted with both propane and electric utility assistance to keep lights and heat in the home.

## HOME REPAIRS

The family signed up for Weatherization services but were deferred because of repairs that the home needed. Their home had a leaky window that caused some wall rot and black mold in the main bedroom. Unable to afford repairs, the family simply stopped using that room causing the living room to become a sleeping area. Walls were replaced and mold was remediated

## WEATHERIZATION

Through this program, the home received several energy saving measures including a new furnace, water heater and insulation.

# 2023 & Beyond

Create a brand that clearly conveys who OCCAA is and what services it provides.

Utilize impactful data to measure success and inform programs and solutions.

Develop strategic partnerships with other organizations.

Increase board, volunteer, and client participation.

Obtain sustainable and flexible funding streams.



Jennifer Brozowski, Program  
Director

Ottawa County Community  
Action Agency

12251 James Street,  
Suite 300

Holland, MI 49424

616.494.5499

[jbrozowski@miottawa.org](mailto:jbrozowski@miottawa.org)

# Action Request

Electronic Submission – Resolution #: 1843



**Committee:** BOARD OF COMMISSIONERS

**Meeting Date:** 3/14/2023

**Requesting Department:** PARKS AND RECREATION

**Submitted By:** CURT TERHAAR

**Agenda Item:** GRANT APPLICATION FOR ROSY MOUND EXPANSION PHASE TWO

## Suggested Motion:

To approve the application to the Michigan Natural Resources Trust Fund (MNRTF) program for funding assistance for the Rosy Mound Expansion Phase II acquisition project.

## Summary of Request:

As explained in the attached Rosy Mound Expansion Project Sheet, the Parks Commission has intended to acquire the entire 291-acre dune and sand mining area known as Rosy Mound since the late 1980's. In 1994, the 164-acre site that became the Rosy Mound Natural Area was purchased, but even then the hope was to stay in contact with the sand mining operators to purchase the remaining 127-acres.

The sand mining operations have now been completed and reclamation is underway. As these operations were winding down, contact with the property representative was re-established and work begun to prepare for a Michigan Natural Resources Trust Fund acquisition grant application. An appraisal was completed to better establish a price, and the budget outlined on the Project Sheet is based on that appraisal with incidentals estimates based on costs of past similar projects.

In April 2022, a Michigan Natural Resources Trust Fund \$3,291,800 grant application was submitted to help purchase the entire 127 property at a cost of over \$4.7 million (with property value and incidentals). Given the exceptional natural value of the property (it includes 108 acres of critical dunes), staff recommended this application seeking 70% of funding from the Trust Fund in the expectation that it will rank highly according to Trust Fund grant review standards. The match was provided by the Parks Millage, a landowner donation of value (a commitment has been provided in writing), and funding from the Ottawa County Parks Foundation (staff is coordinating with the Parks Foundation to obtain a commitment letter).

As expected, the grant application ranked highly. However, due to the challenging investment climate, there was less funding available from the Trust Fund in 2022 and the Michigan Natural Resources Trust Fund requested that the project be spread over two grant cycles. As a result, a grant for \$1,650,000 was recommended in December 2022 to purchase half of the 127-acre property with the expectation that a second grant application will be submitted in April 2023. Therefore, staff is requesting that the Parks Commission forward the required grant application resolution for approval by the Board of Commissioners for Phase 2 of this project.

In addition to background information, a concept plan for the site that will be submitted with the plan is attached. However, if the acquisition is successful, a public master plan update process will be undertaken.

## Financial Information:

Total Cost: **N/A**

General Fund Cost: **N/A**

Included in Budget: **N/A**

If not included in Budget, recommended funding source:

**N/A**

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

### Action is Related to Strategic Plan:

Goal:

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

## Administration:

Recommended by County Administrator:  3/2/2023 5:28:40 PM

Committee/Governing/Advisory Board Approval Date: PLANNING AND POLICY 3/7/2023





COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION INDICATING INTENTION TO UNDERTAKE THE ROSY MOUND  
EXPANSION PHASE II ACQUISITION PROJECT IF GRANT AWARDED.

At a regular meeting of the Ottawa County Board of Commissioners of the County of Ottawa,  
Michigan, held in the Ottawa County Fillmore Street Complex, West Olive, Michigan, in said  
County on the 14th day of March, 2023 at 9:00 o'clock a.m. local time.

PRESENT:

ABSENT:

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

WHEREAS, this proposed application is supported by the 2021 Ottawa County Parks,  
Recreation and Open Space Plan, which identifies the need for expansion and improvement of  
Ottawa County parks and recreation facilities; and

WHEREAS, the Parks and Recreation Commission has identified the Lake Michigan Coastal  
Greenway as a high priority initiative; and

WHEREAS, the Rosy Mound Expansion Phase II Acquisition Project is a key component of  
the Lake Michigan Coastal Greenway and has been identified as a high priority for the 2023  
fiscal year; and

WHEREAS, the Rosy Mound Expansion Phase II will protect valuable critical dune areas and  
also protect the natural experience of Rosy Mound Natural Area by ensuring new residential  
development does not occur adjacent to the property and within dune viewsheds; and

WHEREAS, the Rosy Mound Expansion will provide important water-based and natural  
resource-based recreation opportunities accessible to residents throughout Ottawa County; and

WHEREAS, the County of Ottawa will be responsible for supplying a 30% local match  
(\$704,000 of the \$2,346,000 total project cost) for the proposed park expansion project; and

WHEREAS, the County of Ottawa accepts responsibility to guarantee the full local match amount including \$121,700 from fundraising and the \$500,000 landowner donation, with a projected balance of approximately \$82,300 to come from the County Parks millage, and

NOW THEREFORE, BE IT RESOLVED, that the Ottawa County Board of Commissioners authorizes submittal of the grant application for the Rosy Mound Expansion Phase II Acquisition Project to the Michigan Department of Natural Resources and fully intends to carry out the project if awarded.

Adopted/Issued this date by the Ottawa County Board of Commissioners

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

---

Joe Moss  
Chairperson, Ottawa County  
Board of Commissioners

---

Justin F. Roebuck  
Ottawa County Clerk/Register

#### CERTIFICATION

I, the undersigned, duly qualified Clerk of the County of Ottawa, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Board of Commissioners of the County of Ottawa, Michigan, at a meeting held on March 14, 2023 the original of which is on file in my office. Public Notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 14th day of March, A.D., 2023.

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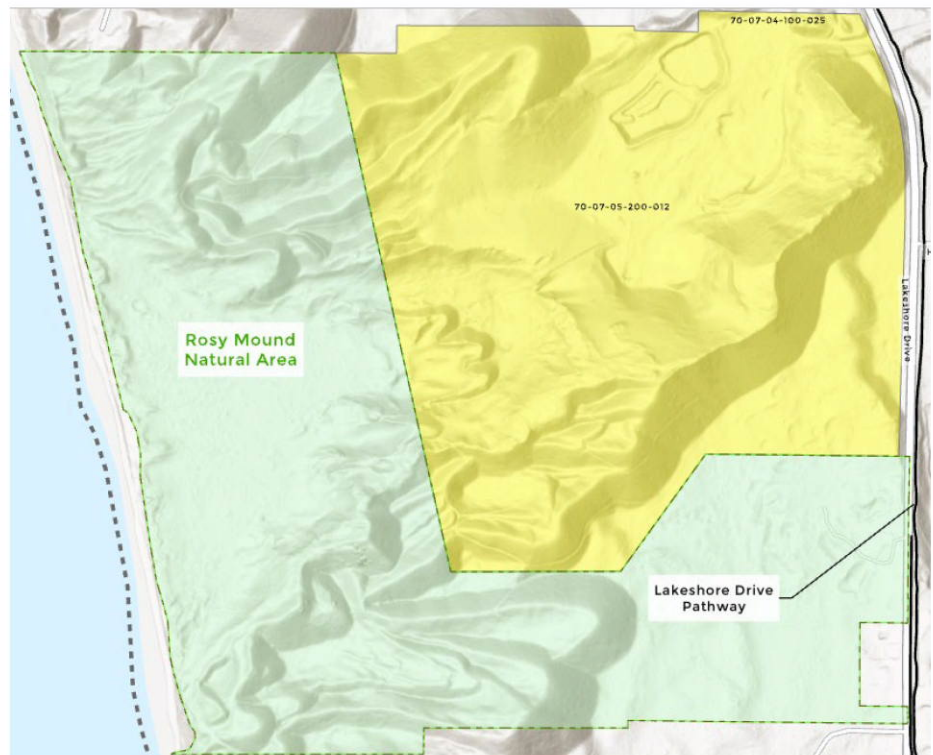
Justin F. Roebuck, Ottawa County Clerk/Register



**Project: Rosy Mound Expansion Michigan Natural Resources Trust Fund Phase 1 & 2 (E-4-1-4-9 & E-4-1-4-10)**

- **Parks Initiative:** Lake Michigan Coastal Greenway – Rosy Mound
- **Parks Plan/Strategic Plan/Master Plan Reference (where applicable):** Page 237 & Project A04 (Appendix L-1)
- **Land Acquisition Criteria:** Natural Features; Socio-Environmental Features; Economic Factors
- **Acquisition Target Date:** 2024/2025
- **Parcel #s:** 70-07-05-200-012 & 70-07-05-200-012
- **Acres:** 127
- **Location:** Grand Haven Township, Ottawa County (Senate District 31, State House District 88)
- **Budget:** \$4,742,950 (Total Estimated)/MNRTF Eligible Budget: \$4,708,700 (Some costs are not reimbursable)
  - Land Value: \$4,585,000
  - Incidentals: \$157,900/MNRTF Eligible Reimbursables: \$138,900
- **Proposed/Committed Funding**
  - Parks Millage (FY2022): \$250,000
  - Michigan Natural Resources Trust Fund Grant 1 (Recommended for FY2023): \$1,650,000
  - Michigan Natural Resources Trust Fund Grant 2 (Proposed for FY2024): \$1,642,000
  - Landowner Donation (Pending): \$1,000,000
  - Ottawa County Parks Foundation (Proposed Funding for Grant Match): \$166,700

- **Summary:** The former sand mine to the northeast of Rosy Mound has been a high priority target for the Parks Commission since the first parks plan in 1989 (see attached: “Brief History of Rosy Mound Acquisition”). After the cessation of mining operations and the shift into reclamation, the property transferred from Standard Sand Corporation to Tacoma LLC in March 2021. Following the transfer, Tacoma representatives initiated more formal negotiations with Parks Staff. This property features 108 acres

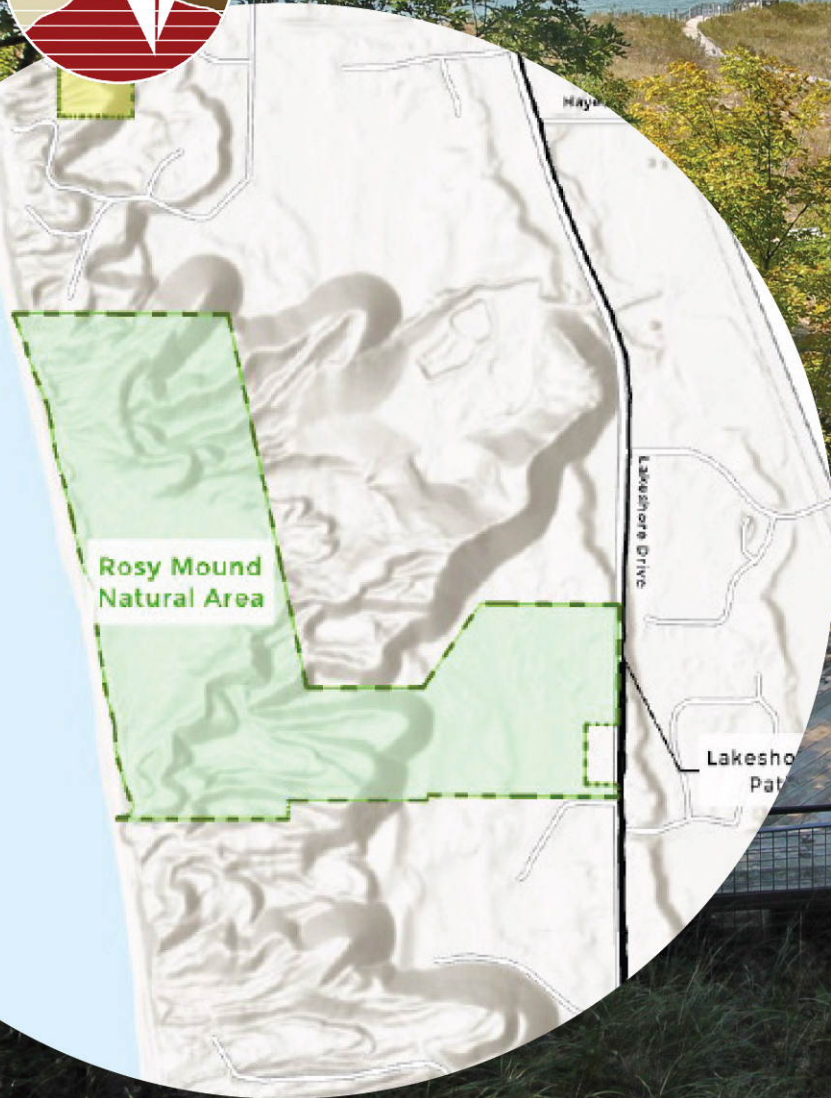


of designated critical dune and a large disturbed area (55 acres) that is attractive for restoration and recreational development. The 1991 Master Plan does not include any suggested uses for this area, but, as part of the Trust Fund grant process, staff is preparing a development concept plan (also attached). In December 2022, a grant was recommended to purchase half of the property with the expectation a second grant will be submitted in 2023.

- **Status:** A second grant application process is underway. The first grant is awaiting approval by the State Legislature.



## Ottawa County Parks and Recreation Commission: Brief History of the Rosy Mound Acquisition



### 1989 to 2003

#### 1989

In the 1989 Parks and Recreation Plan (the first plan completed by the Parks Commission), the approximately 300-acre Standard Sand mining site at Rosy Mound was identified as the top priority for acquisition (**Attachment A**). That same year, a \$3 million Michigan Natural Resources Trust Fund grant was awarded to assist in the acquisition of the 164-acre portion of the site. In November 1989, the County agreed to trade the "Park 12" properties to the Michigan Department of Natural Resources (MDNR) in exchange for Rosy Mound and the MDNR assumed the grant.

#### 1991

During the negotiation process, the Commission undertook a master planning process for the area of the Standard Sand property that was targeted as a grant acquisition. The plan, completed by MC Smith Associates, was used as the basis for all the improvements completed to-date, with the first project commencing in 2003. The plan is included as **Attachment B**.

#### 1994

Following several delays, the MDNR purchased the site for \$3,862,034 in January 1994, with the Ottawa County Board of Commissioners contributing \$400,000 in matching funding. The County Parks operated the property via a user agreement as Park 12 legal issues were pending.

#### 2003

During the Park 12 court dispute, there was a ruling that the County was not allowed to grant possession to the MDNR, nullifying the possibility of the trade. Despite the loss of the potential trade, Rosy Mound was transferred to the County at no cost in February 2003 following approval by the State Legislature.



**Ottawa County Parks and Recreation Commission**  
**Brief History of Rosy Mound Acquisition**  
**Attachment A**

1989 Rec. Plan

NEW PARK DEVELOPMENTS

Action #9: ROSY MOUND ACQUISITION

Located in the northeastern quarter of Section 4 of Grand Haven Township, Rosy Mound is a significant dunal formation on the Lake Michigan shoreline. Approximately 300 acres in size, Rosy Mound is characterized by two notably significant natural community occurrences according to the Michigan Natural Areas Inventory; mesic southern forest and open dunes. Also, the site is characterized by the presence of a state threatened and proposed nationally threatened plant species. The site includes approximately 3,200 feet of Lake Michigan shoreline. The site is currently owned by Standard Sand Corporation and a sand excavation facility is operated on site. Acquisition will be pursued with Standard Sand Corporation. Development of the facility would include Lake Michigan beach access, preservation and interpretive elements.

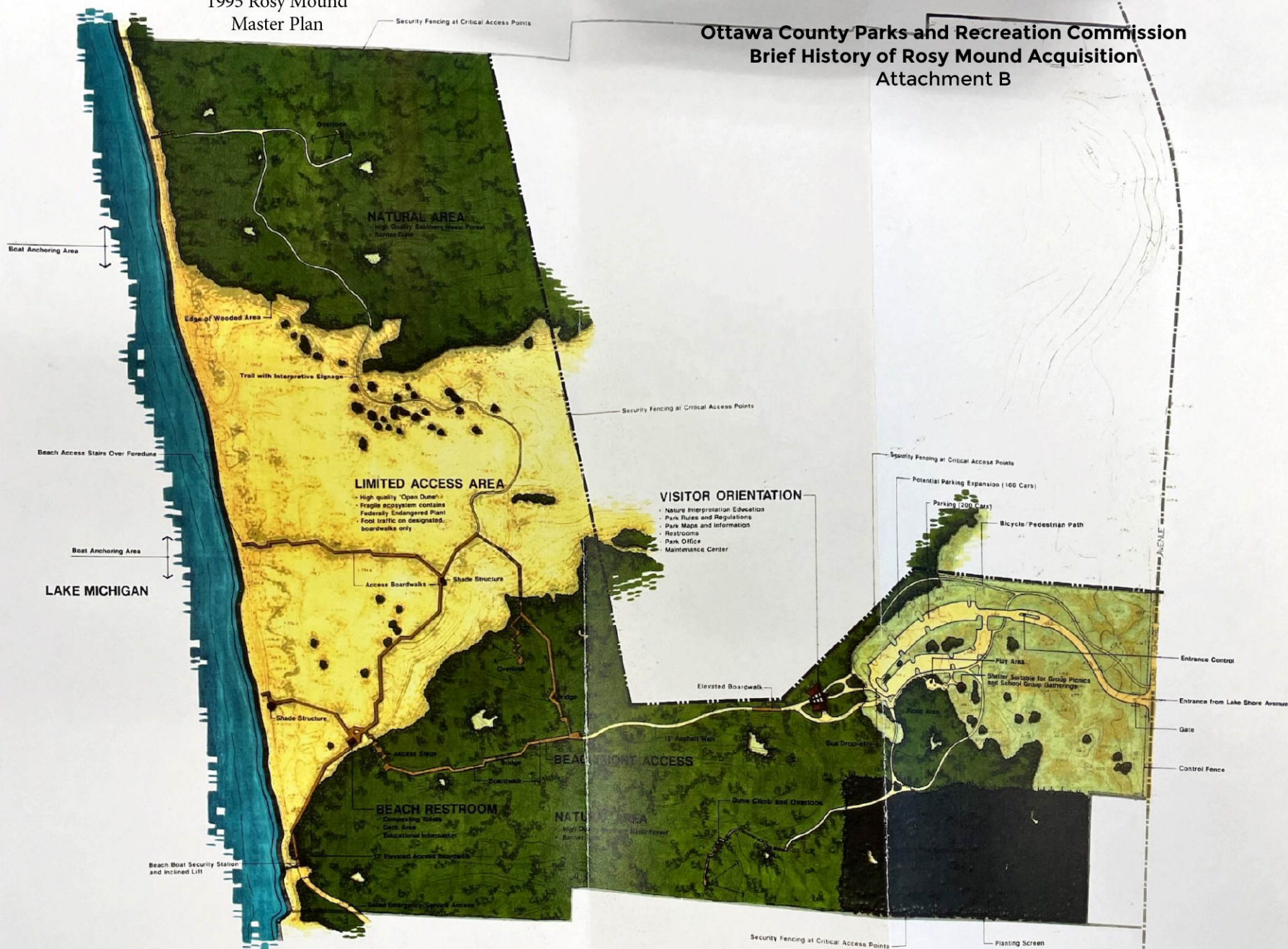
Action #10: PORT SHELDON NATURAL AREA

Few county owned sites possess the varied resource base that this site exhibits. Located within Sections 26, 27, 33 and 34 of Port Sheldon Township, this 440 acre site is characterized by deciduous woodlands, pine plantations, low wet areas, inland dunes and is crossed by Ten Hagen Creek. Soil conditions range from sands to muck and the terrain ranges from flat to rolling. These conditions provide excellent opportunities for interpretive studies. The Soil and Water Conservation District currently leasing the property, has already established nesting ponds on the site. While existing area nature centers focus on dunal formations or marshy environments, this site has the unique ability to provide interpretive insight into numerous other ecosystems. Tentative plans for this facility will include parking, a nature center, restrooms, interpretive trails, programs and related elements. Cross-country skiing will be available in the winter.

Action #11: GRAND VALLEY STATE UNIVERSITY RECREATION AREA

Grand Valley State University, located in Allendale Township, owns over 370 acres of woodlands and open space along the Grand River and has expressed interest in a cooperative relationship with the Commission to further develop and manage recreational resources in these areas. Existing facilities include interpretive trails, ice skating, and downhill skiing. This facility, could become a primary all season recreation facility serving many of the recreation needs of the eastern county areas as well as drawing from beyond the county limits. Improvements by the Commission might include expanded hiking trails, fishing, boat





# ROSY MOUND NATURAL AREA OTTAWA COUNTY, MICHIGAN MASTER PLAN

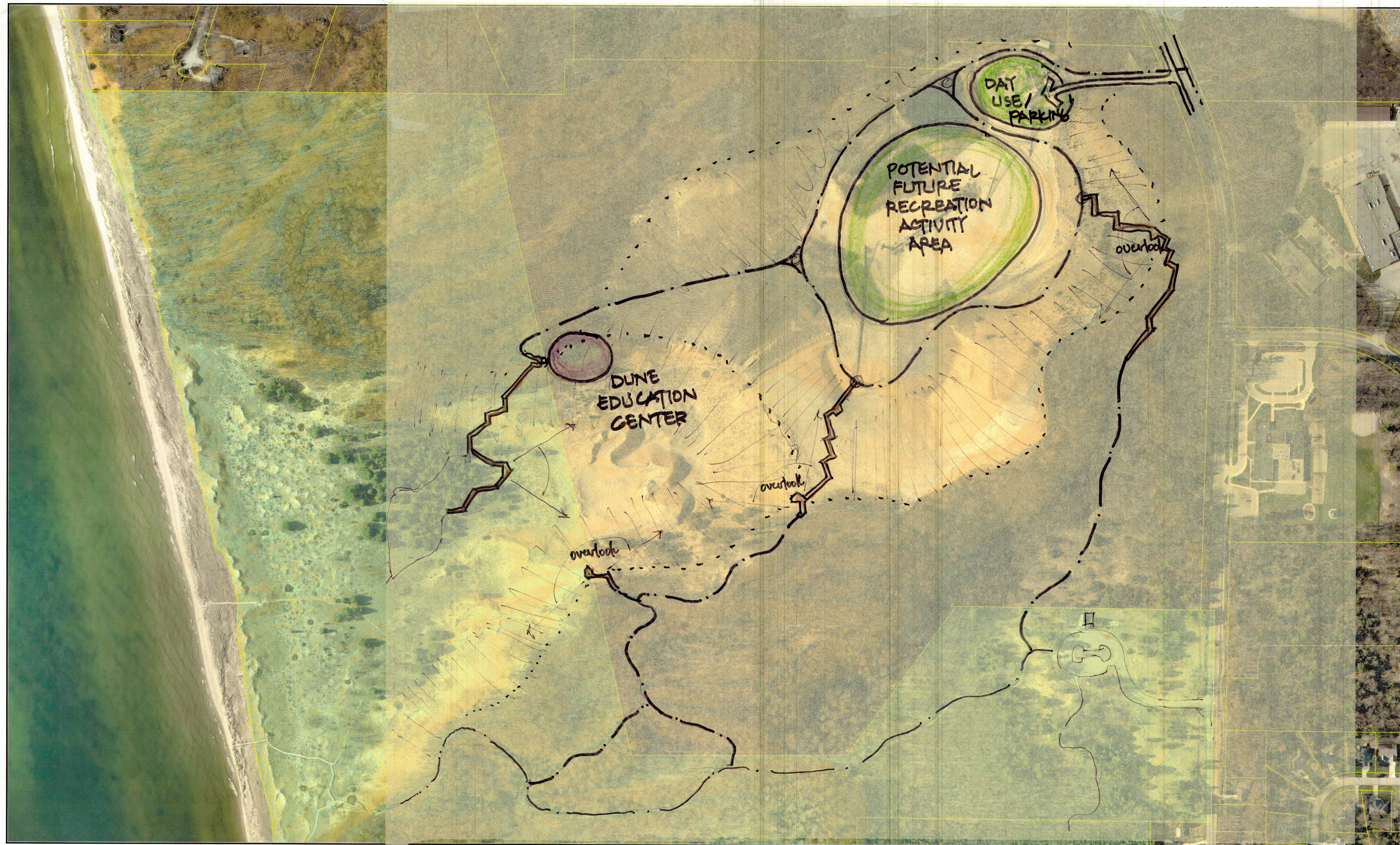


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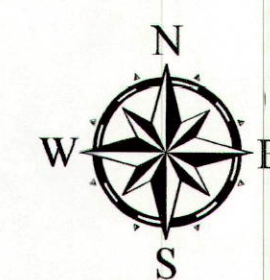


M.C. SMITH & ASSOCIATES, INC.  
LANDSCAPE ARCHITECTS & LAND PLANNERS  
PARK & RECREATION PLANNERS





Rosy Mound Natural Area  
Potential Acquisition Area Topography



0 150 300 600 Feet



Ottawa County Parks & Recreation Commission



# Action Request

Electronic Submission – Resolution #: 1844



**Committee:** BOARD OF COMMISSIONERS

**Meeting Date:** 3/14/2023

**Requesting Department:** PARKS AND RECREATION

**Submitted By:** CURT TERHAAR

**Agenda Item:** GRANT APPLICATION UPPER MACATAWA NATURAL AREA

## Suggested Motion:

To approve the application to the Michigan Natural Resources Trust Fund (MNRTF) program for funding assistance for Upper Macatawa Natural Area – Greenway Trailhead project.

## Summary of Request:

In the 2021 Ottawa County Parks and Recreation Open Space Plan, a capital improvement project was proposed for development of a modern restroom at the 84th Avenue day-use area for the Upper Macatawa Natural Area park in Zeeland Township. This entry is one of the more popular sites in the Ottawa County Parks system, in part since it provides access to the mountain biking trails through the park. It is also a critical location along the developing Macatawa Greenway Trail and the trail network from Holland to Grand Rapids (which includes the Fred Meijer Kenowa Trail, which commences at the northern end of the Upper Macatawa Natural Area). With the planned development of and funding secured for the “Middle Macatawa” trail connection to Hawthorn Pond and Hawthorn Pond improvements to the west, it is important to provide these enhanced amenities on the eastern end of this portion of the Macatawa Greenway. The proposed modern restroom will provide amenities for Macatawa Greenway users and mountain bikers as well as sustainable and universal design features. This includes men’s and women’s restrooms, a family restroom with an adult changing table, two changing rooms with showers targeted for mountain bikers, a rainwater harvesting system, and paved connections to the parking area. This project meets many of the criteria for a successful Michigan Natural Resources Trust Fund development project. This funding allows for the inclusion of enhanced features for this project such as the rainwater harvesting system and the adult changing table. Therefore, staff is recommending preparation and submission of a \$275,000 grant application to assist with funding this project.

## Financial Information:

Total Cost: **N/A**

General Fund Cost: **N/A**

Included in Budget: **N/A**

If not included in Budget, recommended funding source:  
**N/A**

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

## Action is Related to Strategic Plan:

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

## Administration:

Recommended by County Administrator:  3/2/2023 5:28:29 PM

Committee/Governing/Advisory Board Approval Date: PLANNING AND POLICY 3/7/2023

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION INDICATING INTENTION TO UNDERTAKE THE UPPER MACATAWA  
NATURAL AREA GREENWAY TRAILHEAD DEVELOPMENT PROJECT IF GRANT  
AWARDED.

At a regular meeting of the Ottawa County Board of Commissioners of the County of Ottawa,  
Michigan, held in the Ottawa County Fillmore Street Complex, West Olive, Michigan, in said  
County on the 14th day of March, 2023 at 9:00 o'clock a.m. local time.

PRESENT:

ABSENT:

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

WHEREAS, this proposed application is supported by the 2021 Ottawa County Parks,  
Recreation and Open Space Plan, which identifies the need for expansion and improvement of  
Ottawa County parks and recreation facilities; and

WHEREAS, the Parks and Recreation Commission has identified this project as a priority 2021  
Ottawa County Parks, Recreation and Open Space Plan due to the increasing usage of the park  
and to enhance the user experience; and

WHEREAS, the Parks and Recreation Commission has identified the development of the  
Macatawa Greenway Trail and related amenities as a high priority initiative; and

WHEREAS, the Upper Macatawa Natural Area Greenway Trailhead Development Project is a  
key component of meeting the goals of the Macatawa Greenway and has been identified as a  
high priority for the 2023 fiscal year; and

WHEREAS, the Upper Macatawa Natural Area Greenway Trailhead Development Project will  
provide important natural resource-based recreation opportunities accessible to residents  
throughout Ottawa County, and



WHEREAS, the County of Ottawa will be responsible for supplying a 51% local match (\$291,000 of the \$566,000 total project cost) for the proposed improvement project; and

NOW THEREFORE, BE IT RESOLVED, that the Ottawa County Board of Commissioners authorizes submittal of the grant application for the Upper Macatawa Natural Area Greenway Trailhead Development Project to the Michigan Department of Natural Resources and fully intends to carry out the project if awarded.

Adopted/Issued this date by the Ottawa County Board of Commissioners

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

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Joe Moss  
Chairperson, Ottawa County  
Board of Commissioners

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Justin F. Roebuck  
Ottawa County Clerk/Register

#### CERTIFICATION

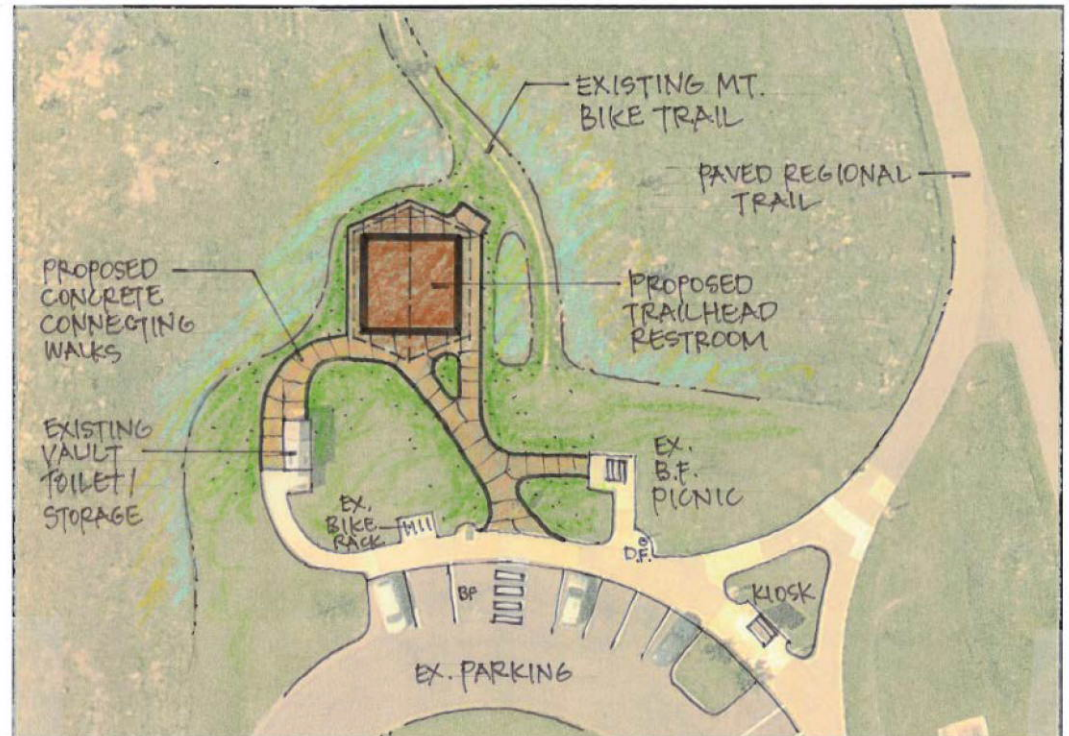
I, the undersigned, duly qualified Clerk of the County of Ottawa, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Board of Commissioners of the County of Ottawa, Michigan, at a meeting held on March 14, 2023 the original of which is on file in my office. Public Notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 14th day of March, A.D., 2023.

**Project: Upper Macatawa Natural Area – Greenway Trailhead**

- **Parks Initiative:** Upper Macatawa Natural Area and Macatawa Greenway
- **Parks Plan/Strategic Plan/Master Plan Reference (where applicable):** Page 256 & Project D15 (Appendix L-3)
- **Location:** Zeeland Township (Senate District 31, State House District 85)
- **Estimated Cost:** \$565,975
- **Proposed/Committed Funding:**
  - Parks Capital Funding: \$290,975
  - Michigan Natural Resources Trust Fund (Proposed): \$275,000

- **Summary:** The 84<sup>th</sup> Avenue entry for the Upper Macatawa Natural Area is one of the more popular sites in the Ottawa County Parks system, in part since it provides access to the mountain biking trails through the park. It is also a critical location along the developing Macatawa Greenway Trail and the trail



Site Plan  
UMNA Trailhead



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Feet

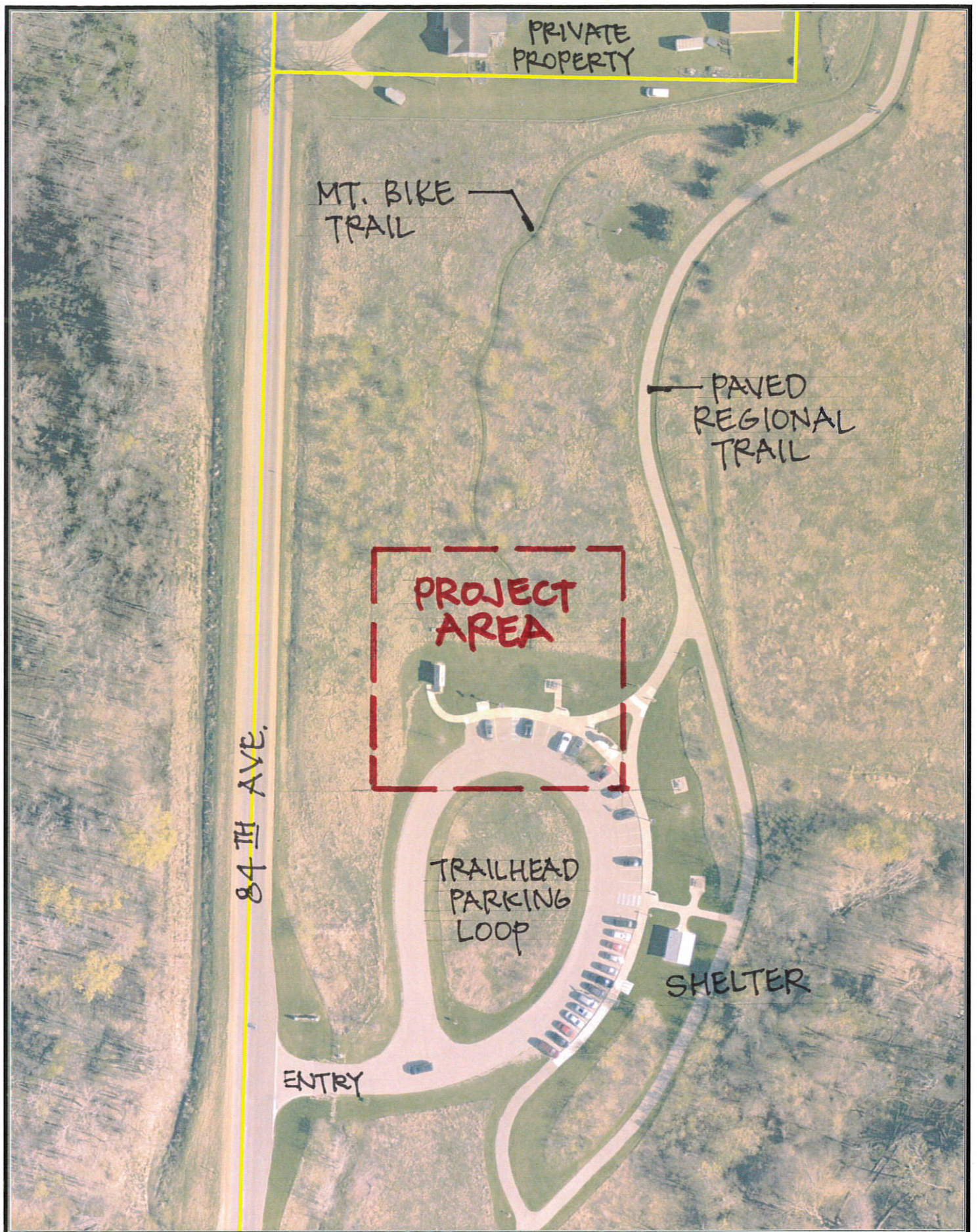


Ottawa County Parks &  
Recreation Commission

network from Holland to Grand Rapids (which includes the Fred Meijer Kenowa Trail, which commences at the northern end of the Upper Macatawa Natural Area). Due to its popularity and its key Greenway role, this site has been reviewed for enhanced amenities, in particular a modern restroom. With the planned development of and funding secured for the “middle Macatawa” trail connection to Hawthorn Pond and Hawthorn Pond improvements to the west, it is important to provide these enhanced amenities on the eastern end of this portion of the Macatawa Greenway. The proposed modern restroom will provide amenities for Macatawa Greenway users and mountain bikers as well as sustainable and universal design features. This includes men’s and women’s restrooms, a unisex family restroom with an adult changing table, two changing rooms with showers targeted for mountain bikers, a rainwater harvesting system, and paved connections to the parking area.

- **Status:** Grant application being prepared.





Project Area  
UMNA Trailhead

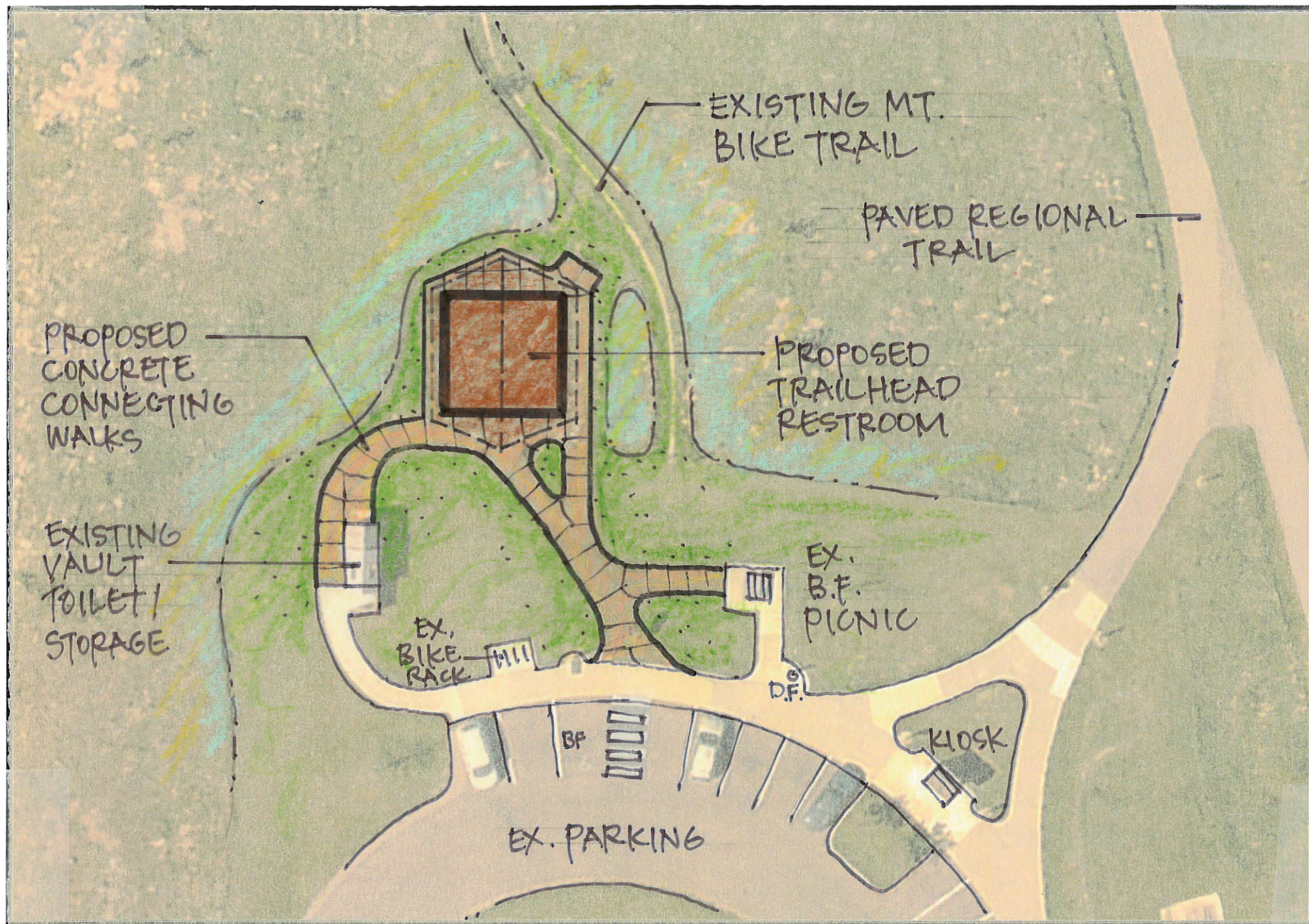


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Ottawa County Parks &  
Recreation Commission





# Site Plan UMNA Trailhead



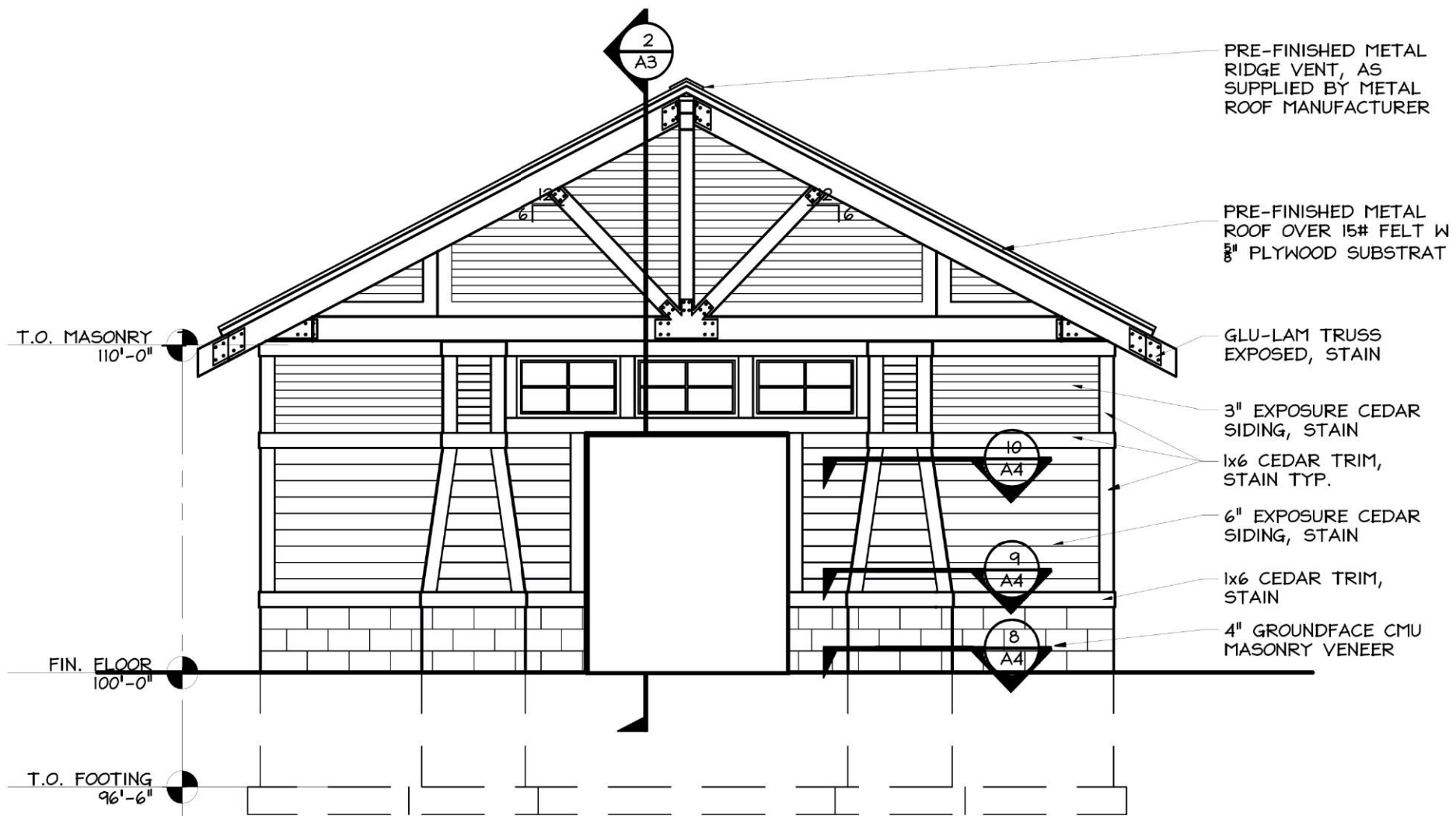
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Ottawa County Parks &  
Recreation Commission





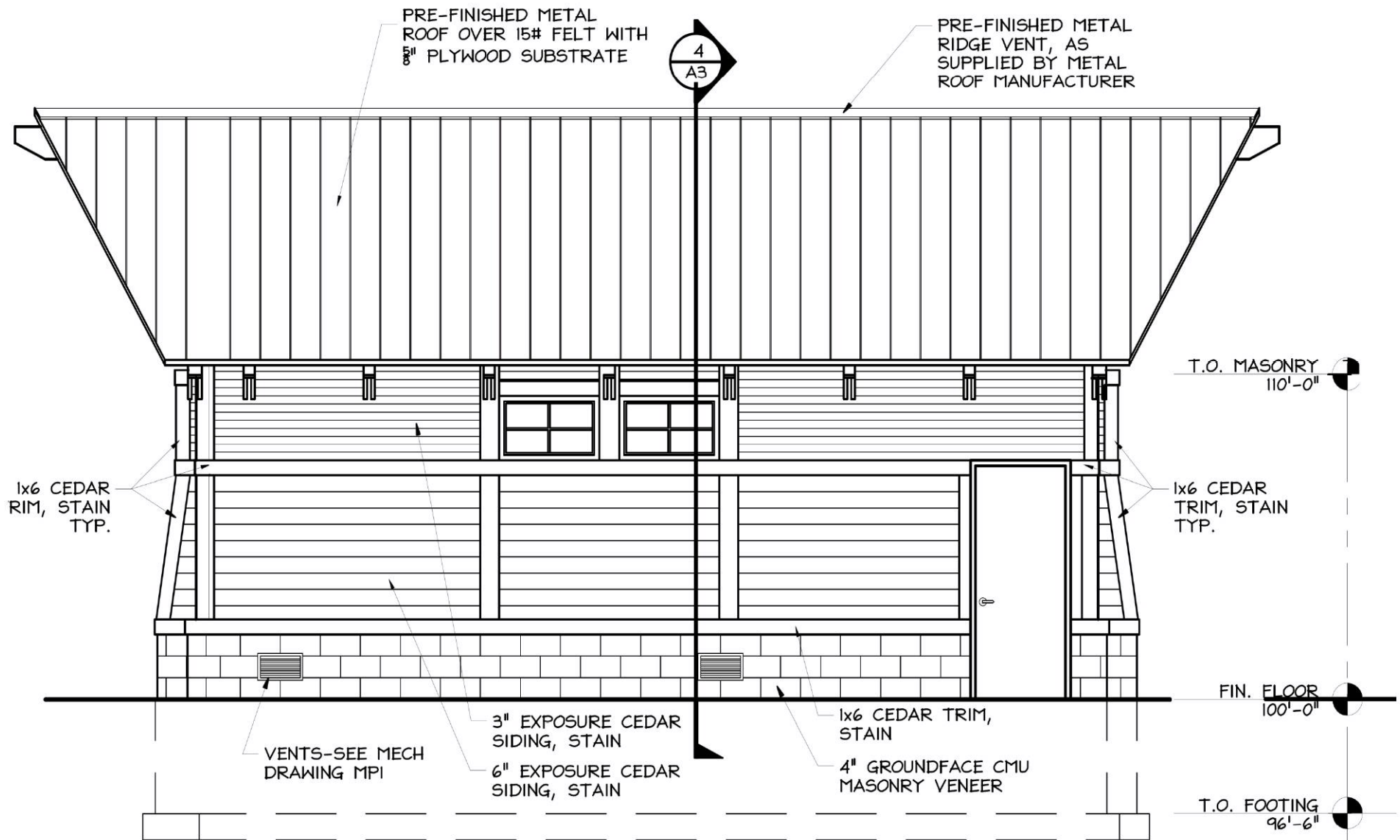


# **FRONT ELEVATION** **UPPER MACATAWA TRAILHEAD RESTROOM**

NOT TO SCALE



Ottawa County Parks &  
 Recreation Commission



# **SIDE ELEVATION** **UPPER MACATAWA TRAILHEAD RESTROOM**

NOT TO SCALE



Ottawa County Parks &  
 Recreation Commission

## Action Request



**Committee:** Finance and Administration Committee

**Meeting Date:** 03/07/2023

**Requesting Department:** Fiscal Services

**Submitted By:** Karen Karasinski

**Agenda Item:** Accounts Payable for January 27, 2023 through February 24, 2023

### Suggested Motion:

To approve the general claims in the amount of \$15,348,523.81 as presented by the summary report for January 27, 2023 through February 24, 2023.

### Summary of Request:

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

### Financial Information:

Total Cost: \$15,348,523.81	General Fund Cost:	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

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

**Action is Related to Strategic Plan:**

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

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

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

County Administrator:

Committee/Governing/Advisory Board Approval Date:



## Total CHECKS | EFTs | WIRES



Dates: January 27, 2023  
to February 24, 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:

\$15,348,523.81

2,500 INVOICES

15,348,523.81

Karen Karasinski

Fiscal Services Director

2/22/23

Date

We hereby certify that the Board of Commissioners has approved  
the claims on Friday, March 17, 2023

Joe Moss, Chairperson  
Board of Commissioners

Justin Roebuck  
Clerk/Register of Deeds

## Total CHECKS | EFTs | WIRES



Dates: January 27, 2023

to February 24, 2023

Total of all funds: \$15,348,523.81

0000	TREASURY FUND	\$13,918.18
1010	GENERAL FUND	\$4,451,021.66
1060	GENERAL FUND CELL TOWERS	\$1,418.53
1070	GENERAL FUND BOARD INITIATIVES	\$50,544.00
2081	PARKS & RECREATION	\$64,865.65
2160	FRIEND OF THE COURT	\$16,232.50
2180	OTHER GOVERNMENTAL GRANTS	\$92,517.38
2210	HEALTH FUND	\$107,079.47
2220	MENTAL HEALTH	\$2,424,168.25
2221	COMMUNITY MENTAL HEALTH MILLAGE	\$111,285.42
2225	SUBSTANCE USE DISORDER	\$333,462.13
2271	GENERAL SOLID WASTE CLEAN-UP	\$0.00
2272	LANDFILL TIPPING FEES	\$29,893.89
2340	FARMLAND PRESERVATION	\$257.32
2444	GENERAL FUND INFRASTRUCTURE	\$0.00
2550	HOMESTEAD PROPERTY TAX	\$0.00
2560	REGISTER OF DEEDS TECHNOLOGY	\$22,458.33
2570	GENERAL FUND STABILIZATION	\$0.00
2600	OFFICE OF PUBLIC DEFENDER	\$39,571.05
2602	WEMET (SEPARATE ENTITY)	\$28,940.97
2620	FEDERAL FOREITURE	\$0.00
2630	SHERIFF GRANTS & CONTRACTS	\$86,097.38
2631	CONCEALED PISTOL LICENSING	\$0.00
2860	AMERICAN RESCUE PLAN ACT	\$0.00
2901	DEPT OF HEALTH & HUMAN SERVICES	\$5,133.88
2920	CHILD CARE FUND	\$82,991.50
2970	GENERAL FUND DB/DC CONVERSION	\$0.00



## Total CHECKS | EFTs | WIRES



Dates: January 27, 2023

to February 24, 2023

Total of all funds: \$15,348,523.81

3010	DEBT SERVICE	\$0.00
3690	OCBA-DEBT SERVICE FUND	\$0.00
4020	CAPITAL IMPROVEMENT	\$637,823.84
4690	BUILDING AUTHORITY CAPITAL IMPROVEMENT	\$1,679,785.54
5160	DELINQUENT TAX FUND	\$13,901.69
6360	INNOVATION & TECHNOLOGY	\$123,293.28
6450	DUPLICATING	\$31,255.00
6550	TELECOMMUNICATIONS	\$64,341.05
6641	EQUIPMENT POOL	\$86,175.14
6770	PROTECTED SELF-FUNDED INSURANCE	\$15,837.42
6771	EMPLOYEE BENEFITS	\$85,627.66
6772	PROTECTED SELF-FUNDED UNEMPL INS.	\$6,481.75
6775	LONG-TERM DISABILITY INSURANCE	\$19,906.80
6780	OTTAWA CNTY-INSURANCE AUTHORITY	\$0.00
6810	RETIRMENT BENEFITS	\$1,502,542.41
7010	TRUST & AGENCY	\$2,621,475.12
7015	JUVENILE COURT	\$3,495.47
7040	IMPREST PAYROLL	\$229,465.74
7210	LIBRARY PENAL FINE	\$0.00
7360	OPEB TRUST	\$2,030.99
8010	DRAINS (Component Unit)	\$214,003.85
8011	DRAINS-CAPITAL (Component Unit)	\$0.00
8020	DRAINS-REVOLVING (Component Unit)	\$0.00
8510	DRAINS-DEBT SERVICE (Component Unit)	\$0.00
8725	INLAND LAKE IMPROVEMENT	\$27,475.00
8800	BROWNFIELD REDEVELOPMENT AUTHORITY (Component Unit)	\$21,748.57

# Action Request



**Committee:** Board of Commissioners  
**Meeting Date:** 03/14/2023  
**Requesting Department:** Fiscal Services Department  
**Submitted By:** Karen Karasinski  
**Agenda Item:** Vehicle Addition

## Suggested Motion:

To approve the request to purchase a Crisis Intervention Team (CIT) vehicle.

## Summary of Request:

The Community Mental Health Crisis Intervention Team is requesting approval to purchase a 2022 Chrysler Pacifica minivan (or equivalent) at an estimated cost of \$28,000 with sufficient tow capacity to pull a trailer (eligible to purchase with grant funds). The Team is regularly traveling throughout the county to provide trainings to large and small groups, public/private safety organizations, and individuals/families needing guidance and support in dealing with crisis situations. The vehicle will pull a trailer holding eleven industrial sized totes of training supplies.

Additionally, this vehicle will be used during a response when a person requires transportation for treatment. Right now, the only vehicles on scene are patrol cars.

No other vehicle in the Community Mental Health fleet has sufficient towing capacity to pull the trailer.

The team activity is funded from a COVID block grant, but the vehicle would be purchased from CMH millage funds through a reallocation from contractual services. No additional appropriation is required.

## Financial Information:

Total Cost: \$28,000.00	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

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

**Action is Related to Strategic Plan:**

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

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

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

Committee/Governing/Advisory Board Approval Date: 03/07/2023

Finance and Administration Committee



# Action Request

Electronic Submission – Contract # 1848



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 3/14/2023**

**Vendor/3<sup>rd</sup> Party: KNIGHT WATCH**

**Requesting Department: INNOVATION & TECHNOLOGY**

**Submitted By: PAUL KLIMAS**

**Agenda Item: SUPPORT SERVICES FOR AVIGILON SYSTEMS**

## Suggested Motion:

To approve the 3-year support agreement with Knight Watch in support of for Ottawa County's Avigilon Systems – Surveillance Video and Door Access.

## Summary of Request:

Innovation and Technology (IT) Department working with Purchasing, Facilities, and the Sheriff's Office, received proposals from 2 vendors to provide countywide technology-support services in support of the County's Avigilon Surveillance and Door Access Systems. This includes technical/professional support services, continued enhancement, and server capital replacement. After evaluating these proposals, the IT Department is recommending that the County enter into a Master Services Agreement with Knight Watch, low bid and best value, for these services for a period of one year with two, one-year renewal options. The annual not-to-exceed cost would be \$296,250 – budgeted and approved by OCIA and CPTED. Initial engagement would include review and refresh of the servers supporting surveillance operations estimated at \$269,450.

## Financial Information:

Total Cost: \$296,250.00

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

## Administration:

Recommended by County Administrator:

3/2/2023 5:27:12 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 3/7/2023

## Master Service Agreement

This Master Customer Agreement (this "Agreement"), effective as of 2/1/2023 (the "Effective Date"), is by and between **Knight Watch, Inc.** ("Service Provider"), a Michigan corporation with offices located at 3005 Business One Dr., Kalamazoo, MI 49048 and Ottawa County, a Michigan Government Entity, with offices located in Ottawa County, Michigan (the "Customer").

**Background.** Service Provider is a provider of technical services and systems related to access control, video surveillance, HVAC control, energy metering, building management, and wander management. Customer desires to engage Service Provider for such services. Service Provider is willing to perform such services for Customer on the terms and conditions hereof. The parties hereby agree as follows:

### 1. Definitions.

"Account Manager" has the meaning set forth in Section 3(a)(i).

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Agreement" has the meaning set forth in the preamble.

"Confidential Information" means all non-public information of or about a party, including but not limited to all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, customers, suppliers, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential". For the avoidance of doubt, all proposals and Statements of Work are Confidential Information. Confidential Information does not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

"Custom Integration Code" means software (including source code and object code) that connects applications, devices, or information systems for purposes of communication or interoperation.

"Customer" has the meaning set forth in the preamble.

"Customer Equipment" means hardware, software, systems, cabling, equipment, or facilities provided by or on behalf of the Customer and used, directly or indirectly, in the provision of the Services.

"Customer Materials" means documents, data, know-how, methodologies, software, or other materials provided to Service Provider by Customer.



## **Master Service Agreement**

"Deliverables" means work product, documents, and other materials to be delivered to Customer by Service Provider as detailed in a Statement of Work.

"Disclosing Party" means a party that discloses Confidential Information under this Agreement.

"Intellectual Property Rights" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how, and other commercially-advantageous confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Law" means any statute, ordinance, regulation, code, order, constitution, treaty, common law rule, judgment, decree, requirement, or other rule or law of any federal, state, local, or foreign government (or any political subdivision thereof) or any court, arbitrator, or tribunal of competent jurisdiction.

"Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, charges, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Nonconformity" means, with respect to the Services, Deliverables, or systems composed thereof, any failure to conform to relevant specifications, standards, or requirements.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"Personnel" means, in relation to a business entity, such entity's owners, directors, employees, contractors, agents, representatives, advisors, and consultants.

"Receiving Party" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

"Services" means the work to be performed for the Customer by the Service Provider as detailed in a Statement of Work.

"Service Provider" has the meaning set forth in the preamble.

"Service Provider Equipment" means hardware, software, systems, cabling, equipment, or facilities provided by or on behalf of the Service Provider and used, directly or indirectly, in the provision of the Services.

"Service Provider's Toolkit" means all documents, data, know-how, methodologies, software (including source code, object code, and Custom Integration Code), reports, specifications, and other materials used by the Service Provider in connection with the performance of the Services that is or was developed or acquired by the Service Provider (a) before the Effective Date, (b) after

## Master Service Agreement

the Effective Date but outside the scope of this Agreement, or (c) within the scope of this Agreement whenever such material constitutes an enhancement to or modification of Service Provider's Toolkit.

"Statement of Work" (or "SOW") means a document that (a) is signed by the parties, (b) references this Agreement and is subject to its terms, (c) is substantially in the form of Appendix A hereto, (d) details Services and/or Deliverables, related quantities and fees, schedules, prerequisites, assumptions, and specific exclusions, if any.

"Term" means the Initial Term together with all Renewal Terms, as such terms are defined in Section 6.

### 2. Services.

- a. **Statement of Work.** Service Provider shall provide Services to Customer as detailed in Appendix A (the "Initial Statement of Work", attached hereto and incorporated by this reference) and in any subsequent Statement of Work entered into by the parties pursuant hereto. Each Statement of Work shall include the following information, if applicable:
  - i. a detailed description of the Services and/or Deliverables;
  - ii. the start date;
  - iii. the duration;
  - iv. the names of the Account Manager, Project Manager and any key Personnel;
  - v. the fees to be paid and a schedule for payment;
  - vi. a project plan and schedule of tasks and payments;
  - vii. procedures for final walk-through and Customer sign-off;
  - viii. procedures for ongoing system verification by Customer; and
  - ix. any other terms and conditions agreed upon by the parties, such as assumptions or specific exclusions.

### 3. Service Provider Duties.

- a. **Communication.** Service Provider will:
  - i. designate an employee with authority to act on behalf of Service Provider who will serve as Customer's primary point of contact for the performance of this Agreement (the "Account Manager"); and
  - ii. respond promptly to any Customer request for information regarding the Services.
- b. **Personnel.** Service Provider will:

## Master Service Agreement

- i. conduct a criminal-background check and a driving-record check of prospective employees and verify their right to work in the United States;
  - ii. be responsible for the performance of subcontractors, if any, as if such Persons were Service Provider's own employees; and
  - iii. ensure that subcontractors, if any, are bound by terms of confidentiality no less strict than those hereof; and
  - iv. be responsible for compensation, including, if applicable, the withholding of income taxes, social security taxes, and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.
- c. **Operations.** Service Provider will:
- i. comply with all Applicable Law in relation to the provision of the Services;
  - ii. obtain all licenses and consents necessary for the provision of the Services and Deliverables; and
  - iii. comply and ensure that Service Provider's Personnel comply with all applicable Customer rules and policies, provided that such rules and policies are communicated to the Account Manager in writing.

#### 4. Customer Duties.

- a. **Communication.** Customer will:
- i. designate an employee with authority to act on behalf of Customer to serve as Service Provider's primary point of contact for the performance of this Agreement (the "Customer Contact");
  - ii. respond promptly to any Service Provider request for information, approvals, authorizations, or decisions regarding the Services; and
  - iii. grant Service Provider access to and use of Customer's premises and facilities as needed to perform the Services.
- b. **Operations.** Customer will:
- i. comply with all applicable Law in relation to the use of the Services; and
  - ii. ensure that any Customer Materials to be used in connection with the Services are rightfully owned or properly licensed;
  - iii. ensure that any Customer Equipment to be used in connection with the Services is (A) rightfully owned or properly licensed, (B) in good working order, (C) suitable for the purposes for which it is to be used, and (D) in conformance with all relevant specifications, standards, and requirements;



## Master Service Agreement

- iv. operate any equipment installed in connection with the Services in accordance with instructions; and
  - v. refrain from granting system access to third parties without prior authorization from Service Provider.
  - c. **Testing.** The customer will perform periodic, comprehensive tests of system functionality as described in the Statement(s) of Work and report any Nonconformity to the Account Manager if and when discovered (collectively, the "System Testing Requirements"). Any breach of the System Testing Requirements is material. THE SERVICE PROVIDER IS NOT LIABLE FOR NONCONFORMITIES OR CONSEQUENCES THEREOF IF THE CUSTOMER BREACHES THE SYSTEM TESTING REQUIREMENTS.
  - d. **Network Connectivity.** Customer will provide VPN access (or other form of secure connectivity) to system components located on Customer's premises (or other underwise under Customer's control) as needed for Service Provider's performance hereunder.
5. **Change Orders.**
- a. **Estimate.** If a party desires to change any Service or Deliverable, it shall submit details of the requested change to the other party in writing. Service Provider shall, within a reasonable time after receiving a Customer-initiated request, or at the same time that Service Provider initiates such a request, provide Customer with a written estimate of (i) the time required to implement the change, (ii) any additional fees or expenses in connection with the change; and (iii) any effect on project schedules.
  - b. **Prerequisites.** Promptly after Customer's receipt of the written estimate, the parties shall negotiate on the terms of such change. Neither party shall be bound by any change request unless mutually agreed upon in a signed writing in accordance with Section 18(c).
6. **Term and Termination.**
- a. **Initial Term.** This Agreement shall commence on the Effective Date and continue thereafter for a period of Three (3) years (the "Initial Term") unless terminated earlier in accordance with this Section 6. The maximum obligation of the County for services described in this Agreement is limited to the annual not-to-exceed amount of \$296,250.00 unless this Agreement is modified in writing after the County Board of Commissioners has authorized the additional funds for the first year of this contract. The County is not obligated to spend any minimum or maximum obligation authorized under this Agreement.
  - b. **Renewal.** Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term") unless either party provides written notice of non-renewal at least 90 days prior to the end of the then-current Term. If a party provides timely notice of nonrenewal, then this Agreement shall terminate on the expiration of the then-current Term, unless terminated earlier in accordance with this Section 6.
  - c. **Termination for Cause.** Either party may terminate this Agreement or any SOW, effective upon written notice to the other party (and, in the case of notice to Service Provider, to the Account Manager in addition to any other designated recipient hereunder) if the other party:

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- i. The County may at any time terminate the Agreement by giving written notice via certified mail not less than thirty (30) days prior to the effective Date of its intent to do so. Such termination may be for cause or for the convenience of the County. Materially breaches this Agreement and such breach is remains uncured thirty (30) days after written notice to the breaching party; or
  - ii. becomes insolvent or admits its inability to pay its debts generally as they become due; (A) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed, dismissed, or vacated within thirty (30) days after filing; (B) is dissolved or liquidated or takes any corporate action for such purpose; (C) makes a general assignment for the benefit of creditors; or (D) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- d. **Effects of Termination.** Upon termination of this Agreement for any reason:
- i. Service Provider shall (A) promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid and all Customer Equipment and Customer Materials in Service Provider's possession; (B) remove any Service Provider Equipment located at Customer's premises; and (C) if Customer so requests, provide reasonable cooperation and assistance to Customer, at Customer's expense, in transitioning to a different service provider;
  - ii. Customer shall promptly deliver to Service Provider any Service Provider Equipment loaned to Customer in connection with the Services; and
  - iii. each party shall (A) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, (B) permanently delete all of the other party's Confidential Information from its computer systems.
7. **Survival.** Any rights and obligations which, by their nature, should survive termination of this Agreement, will survive termination, including the rights and obligations set forth in Sections 8, 9, 10, 11, 12, 13, and 15.
8. **Payment.**
- a. **Fees.** Customer shall pay Service Provider's fees for Services and Deliverables as invoiced in accordance with each Statement of Work and any other agreement entered into by the parties in connection herewith. Customer shall pay all undisputed invoice amounts within the Payment Period. All payments shall be made in U.S. dollars by check or wire transfer. Overdue amounts shall accrue interest at 1.5% per month compounded monthly (or at the maximum rate permitted by law, whichever is less). Consultant has the right to suspend work until overdue amounts are paid. Company shall reimburse Consultant for all costs of collection for overdue amounts, including attorney fees, whether or not litigation is commenced.
  - b. **Disputes.** If Customer disputes any invoice item or amount, Customer must notify Service Provider of the details of the dispute within 30 days of invoice date (the "Payment Period"). The parties



## Master Service Agreement

will work together in good faith to resolve any dispute. If an invoice is not disputed within the Payment Period, the invoice is deemed accepted.

- c. **Time and Materials.** Where the Services are provided on a time-and-materials basis:
  - i. fees shall be calculated in accordance with Service Provider's current rates unless expressly set forth otherwise in an applicable Statement of Work;
  - ii. Customer shall pay Service Provider's list price for any materials, machinery, equipment, software, and third-party services (collectively, "Materials") that are specified or referenced in a Statement of Work (including by reference to a proposal); and
  - iii. Service Provider shall issue invoices to Customer monthly in arrears and shall itemize the cost of Materials.
- d. **Fixed Fee.** Where Services are provided on a fixed-fee basis, Service Provider will issue invoices in such amounts and at such times as are set forth in the applicable Statement of Work.
- e. **Expenses.** Customer will reimburse Service Provider for all actual and documented travel and out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services and for which Customer has given prior written consent.
- f. **Increases.** For Services provided on a time-and-materials basis, Service Provider may upon 30-days prior written notice (which may be given by way of a note accompanying an invoice either in physical or electronic form) increase its rates by the rate of inflation as measured by the percent change in the U.S. BLS CPI-U since the last such change or, if no increase has previously been applied, since the Effective Date hereof.
- g. **Taxes.** Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder. Any such taxes, duties, and charges currently assessed or which may be assessed in the future, that are applicable to the Services are for the Customer's account, and Customer hereby agrees to pay such taxes; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, Personnel, or real or personal property or other assets.

### 9. Intellectual Property.

- a. **Customer Materials.** As between the parties, Customer is and shall remain the sole and exclusive owner of all right, title, and interest in and to Customer Materials, including all Intellectual Property Rights therein. Service Provider shall have no right or license to use any Customer Materials except during the Term of the Agreement to the extent necessary to provide the Services to Customer. All other rights in and to Customer Materials are expressly reserved by Customer.
- b. **Deliverables.** Except as set forth in Section 9(d): Customer is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables, including all Intellectual Property Rights therein; Service Provider acknowledges (and will cause Service Provider Personnel to



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acknowledge) that with respect to any Deliverables that qualify as “work made for hire” as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a “work made for hire” for Customer; to the extent that any of the Deliverables do not constitute a “work made for hire”, Service Provider hereby irrevocably assigns (and shall cause Service Provider Personnel to irrevocably assign) to Customer, in each case, without additional consideration, all right, title, and interest throughout the universe in and to the Deliverables, including all Intellectual Property Rights therein; Service Provider hereby irrevocably waives (and shall cause Service Provider Personnel to irrevocably waive) to the extent permitted by applicable Law, all claims in any jurisdiction to so-called “moral rights” or “droits moral” with respect to the Deliverables.

- c. **Further Assistance.** Upon Customer’s reasonable request, Service Provider shall take (and shall cause Service Provider Personnel to take) such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Customer to prosecute, register, perfect, or record its rights in or to any Deliverables.
- d. **Service Provider’s Toolkit.** Notwithstanding any other provisions hereof, Service Provider is and shall remain the sole and exclusive owner of all right, title, and interest in and to Service Provider’s Toolkit, including all Intellectual Property Rights therein. Service Provider hereby grants Customer a limited, irrevocable, perpetual, royalty-free, fully-paid-up, non-transferable (except in accordance with Section 18(f)), non-sublicensable, universe-wide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including by creating derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any component of Service Provider’s Toolkit to the extent incorporated in the Deliverables or otherwise necessary for Customer’s use of the Deliverables. Such license is for Customer’s internal business operations only and not for purposes of competing with Service Provider or aiding others to do so, directly or indirectly. All other rights in and to Service Provider’s Toolkit are reserved by Service Provider.

### 10. Confidential Information.

- a. **Nondisclosure.** The Receiving Party shall:
  - i. not disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the Disclosing Party’s prior written consent; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its officers, employees, contractors, and advisors who (A) have a “need to know”, (B) have been apprised of this restriction, and (C) are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 10;
  - ii. use the Confidential Information of the Disclosing Party except solely for the purpose of performing its obligations or exercising its rights hereunder; and
  - iii. immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Disclosing Party’s Confidential Information.
- b. **Procedure for Compelled Disclosure.** If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (i) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (ii) reasonable assistance, at the Disclosing Party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after

## Master Service Agreement

providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

- c. **General Knowledge.** Nothing in this Agreement shall prevent either party's Personnel from using any general methodologies or know-how contained in the unaided memory of such Personnel provided that doing so is not a breach of confidentiality and does not infringe the Intellectual Property Rights of the other party.

### 11. Representations and Warranties.

- a. **Mutual.** Each party represents and warrants to the other that:
  - i. it is duly organized, validly existing, and in good standing as a corporation (or other entity as specified in the first paragraph hereof) under the laws and regulations of its jurisdiction of incorporation or organization;
  - ii. it has full right, power, and authority to enter into this Agreement, to grant the rights and licenses it grants hereunder, and to perform the obligations it undertakes hereby;
  - iii. the execution of this Agreement by its representative whose signature is set forth below has been duly authorized by all necessary corporate action of the party; and
  - iv. when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
- b. **Service Provider.** Service Provider represents and warrants that:
  - i. Service Provider will perform the Services using Personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with industry standards;
  - ii. upon delivery, the Deliverables will conform in all material respects with the specifications set forth in the applicable Statement(s) of Work;
  - iii. Service Provider will perform the Services in compliance with all applicable Laws; and
  - iv. none of the Services, Deliverables, or Customer's use thereof will infringe any third-party Intellectual Property Rights arising under U.S. Law.
- c. **Customer's Warranties.** Customer represents and warrants that:
  - i. Customer will use the Services in compliance with all applicable Laws; and



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- ii. no Customer Materials, Customer Equipment, or Service Provider's use thereof will infringe any third-party Intellectual Property Rights arising under U.S. Law.
- d. **Exclusive Remedy.** In the event of Service Provider's breach of its warranties under Sections 11(b)(i) and 11(b)(ii), Customer's sole and exclusive remedy (and Service Provider's sole and exclusive obligation and liability) and shall be for Service Provider to use commercially-reasonable efforts to cure such breach; provided, however, that if Service Provider does not cure such breach within 30 days of Customer's notice thereof, Customer may, at its option, terminate the applicable Statement of Work or this Agreement in conformance with Section 6(c) and, thereafter, receive a refund of any payments for the nonconforming Service(s) or Deliverable(s) dating from Customer's notice thereof, provided that Customer's notice of such breach was given with 30 days of the provision of the nonconforming Service or within 90 days of delivery of the nonconforming Deliverable.
- e. **Scope.** Service Provider's warranties under Sections 11(b)(i) and 11(b)(ii) shall not take effect until after final walk-through and Customer sign-off, as defined in the applicable Statement of Work.
- f. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE) AND (B) SERVICE PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR BUT WITHOUT LIMITATION, SERVICE PROVIDER DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR THIRD-PARTY SOFTWARE BUGS AND DEFECTS; MANUFACTUROR'S WARRANTY SHALL BE CUSTOMER'S SOLE REMEDY IN THE EVENT OF SAME.

### 12. Indemnification.

- a. **Mutual.** Each party (the "Indemnitor") shall indemnify the other party and its owners, officers, directors, employees, agents, representatives, successors, and permitted assigns (each, a "Related Person") from any final judgment in a third-party suit, action, or proceeding arising out damage to any real or tangible personal property or the bodily injury or death of any person to the extent proximately caused, in each case, by the intentional, fraudulent, or grossly-negligent act or omission of the Indemnitor or its Personnel.
- b. **By Service Provider.** Service Provider shall defend, indemnify, and hold harmless Customer and its Related Persons from and against any claim that the Services or Deliverables or Customer's receipt or use thereof in accordance herewith infringes any Intellectual Property Right of a third party.
- c. **By Customer.** Customer shall defend, indemnify, and hold harmless Service Provider and its Related Persons from and against any claim that Customer Materials or Customer Equipment or Service Provider's receipt or use thereof in accordance herewith infringes any Intellectual Property Right of a third party.
- d. **Procedure.** The party seeking indemnification hereunder shall promptly notify the indemnifying party of any matter for which indemnification will be sought and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such matter and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The



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indemnifying party shall not settle any such matter in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 12(d) shall not relieve the indemnifying party of its obligations under this Section 12 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

13. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY IS RESPONSIBLE OR LIABLE FOR ANY DELAY, FAILURE, OR LOSS TO THE EXTENT CAUSED BY THE OTHER PARTY OR THE OTHER PARTY'S PERSONNEL. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF USE, LOSS OF REVENUE, LOSS OF PROFIT, LOSS OF DATA, LOSSES OR DELAYS DUE TO THIRD-PARTY SOFTWARE BUGS AND DEFECTS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY'S LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO THE SERVICE PROVIDER PURSUANT TO THE APPLICABLE STATEMENT OF WORK IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14. Insurance.

a. **Types and Amounts.** At all times during the Term, Service Provider shall maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

i. Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement;

ii. Worker's Compensation with limits no less than the minimum amount required by applicable law;

iii. Commercial Automobile Liability with limits no less than \$1,000,000, combined single limit; and

b. **Rating.** All insurance policies required pursuant to this Section 14 shall be issued by insurance companies with a Best's Rating of no less than AAA.

c. **Documentation.** Upon Customer's written request, Service Provider shall provide Customer with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 14.

15. **Non-Solicitation.** During the Term and for 12 months thereafter, neither party shall, directly or indirectly, in any manner solicit, induce for employment, or hire any person who performed any work under this Agreement who is then in the employ of or under contract with the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search

## Master Service Agreement

or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section 15. If either party breaches this Section 15, the breaching party shall, on demand, pay to the non-breaching party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker, or independent contractor plus the recruitment costs incurred by the non-breaching party in replacing such person.

16. **Non-Exclusivity.** The Service Provider retains the right to perform the same or similar type of services for third parties during the Term of this Agreement.

17. **Force Majeure.**

- a. **Events.** No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including without limitation (i) acts of God; (ii) flood, fire, earthquake, epidemic, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the Date of this Agreement; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (viii) breakdowns of telecommunication, internet, or cloud-computing infrastructure; (ix) third-party software bugs and defects; (x) power outages or shortages; and (xi) other events beyond the reasonable control of the Impacted Party (collectively, "Force Majeure Events").
- b. **Response.** A party affected by a Force Majeure Event shall (i) use diligent efforts to end the resulting failure or delay and ensure the effects of such event are minimized and (ii) resume performance of its obligations as soon as reasonably possible after the removal of the cause.

18. **Miscellaneous.**

- a. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- b. **Publicity.** Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Each party hereby consents to the use of its name and logo on the other party's website to indicate that it is a customer of the other party.
- c. **Notice.** Unless otherwise expressly permitted hereby, all notices shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (d) on the third day after the Date mailed, by certified or registered mail, return



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receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 18(c).

If to Service Provider: 3005 Business One Drive, Kalamazoo, MI, 49048

[Email: [dcobb@knightwatch.net](mailto:dcobb@knightwatch.net) ]

Attention: Darren Cobb COO

If to Customer: 12220 Fillmore St., West Olive, Michigan 49460

[Email: [pklimas@miottawa.org](mailto:pklimas@miottawa.org)]

Attention: [Paul Klimas Innovation and Technology Director]

- d. **Interpretation.** For purposes of this Agreement, the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; the word "or" is not exclusive; and the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein to Sections, Schedules, Appendices, and Statements of Work refer to the sections, schedules, appendices, and Statements of Work attached to this Agreement; references to an agreement, instrument, or other document means such Agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules, Appendices, and Statements of Work referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- e. **Entire Agreement.** This Agreement, together with all Schedules, Appendices, and Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire Agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Appendix or Statement of Work, the following order of precedence shall govern: first, the applicable Statement of Work; second, this Agreement, exclusive of its Appendices and Schedules; and third, the Appendices and Schedules hereof, if any.
- f. **Assignment.** Neither party may assign or transfer this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, that, upon prior written notice to the other party, either party may assign the Agreement to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation, or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment or transfer in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.



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- g. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.
- h. **Modifications.** This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- i. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such Term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- j. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Michigan in each case located in the city of Kalamazoo and County of Kalamazoo, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.
- k. **Injunctive Relief.** Each party acknowledges that the other party's breach hereof may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.
- l. **Manner of Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission



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shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

# Master Service Agreement

## EXHIBIT A

### Statement of Work

#### Hourly Rates

- Standard Service Rates:\$170 per hour
  - Monday-Friday 8 am - 5:00 pm
  - Travel Fee of \$70 for all service requests when KWI is dispatched
  - After-hours Emergency Rates: \$385 for the first hour, \$275 per hour after the first hour.
    - Monday-Friday 5:00 pm - 8 am
    - Saturday-Sunday
  - Travel Fee of \$70 for all service requests when KWI is dispatched
- \* Rates are subject to change annually with notification to Ottawa County

#### How to Contact Knight Watch for Service

If you have a service request during regular business hours, 8 am - 5 pm Monday-Friday you have a few different options to place a service request:

1. Email: [service@knightwatch.net](mailto:service@knightwatch.net)
2. Call: 616-235-2100 x1054
3. Visit our website at [www.knightwatch.net](http://www.knightwatch.net) and click "Submit a Ticket" at the bottom of the page to submit a request via web form.

Knight Watch will require the following information to place service request:

1. Name and phone number of main POC
2. Site Address where service is needed
3. Level of service needed
  - a. Is this a standard request that can wait for our team?
  - b. Is this something that needs emergency same-day response service from our team?

#### Security Camera Replacements

Knight Watch will provide a 37% MSRP Discount for Avigilon Cameras and Accessories only during the contracted time. This excludes labor and cabling fixed rates as we will charge our standard labor rates.

As part of this MSA, Knight Watch will provide Smart Assurance Plan Care packages for the Avigilon ACC System, including upgrades during our contracted time as part of this agreement (programming and updates only). Knight Watch will invoice the county for the physical cost of the ACC Smart Assurance Licenses annually, separate from the MSA Agreement.

#### Door Access Card Readers Replacements

Knight Watch will provide a 35% MSRP Discount for Avigilon HID Card Readers during the contracted time. This excludes life safety power supplies, cabling, boards, and labor rates.

#### HID BLE Credentials/Tokens

Knight Watch can provide 100 HID Credentials/tokens for your Avigilon System. The cost for these cards is \$700 annually. The BLE Credentials/tokens will be administered from HID Partner Portal by Ottawa County.



## EXHIBIT B

Exhibit B, which is attached to this page, is the Knight Watch Response to RFP 23-11, including attachments, which describe the equipment and services that are the subject of this Agreement. Exhibit B is fully integrated into this Agreement, despite the pagination end below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Date first above written.

KNIGHT WATCH, INC.

OTTAWA COUNTY

Amber R Weeks

Digitally signed by Amber R Weeks  
DN: cn=Amber R Weeks, o=Knight Watch Inc., ou=Knight Watch Inc., email=amr@knightwatch.com, c=US  
Reason: I am approving this document  
Contact Info: Amber Weeks  
Date: 2023.06.21 15:58:36 -0500

Amber R. Weeks

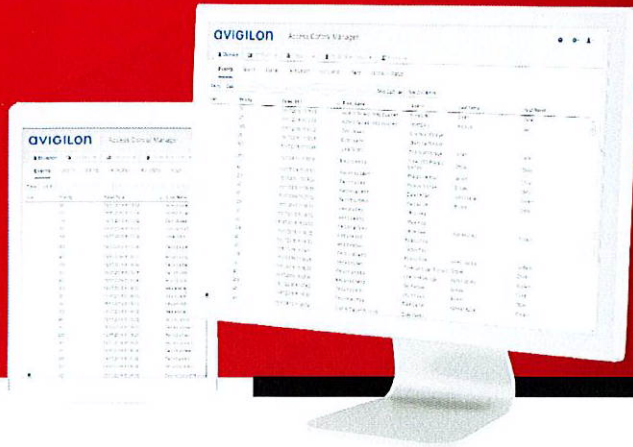
\_\_\_\_\_  
Joe Moss, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Justin R. Roebuck, County Clerk





# KNIGHT WATCH®



## KALAMAZOO

3005 Business One Drive  
Kalamazoo, MI 49048

## GRAND RAPIDS

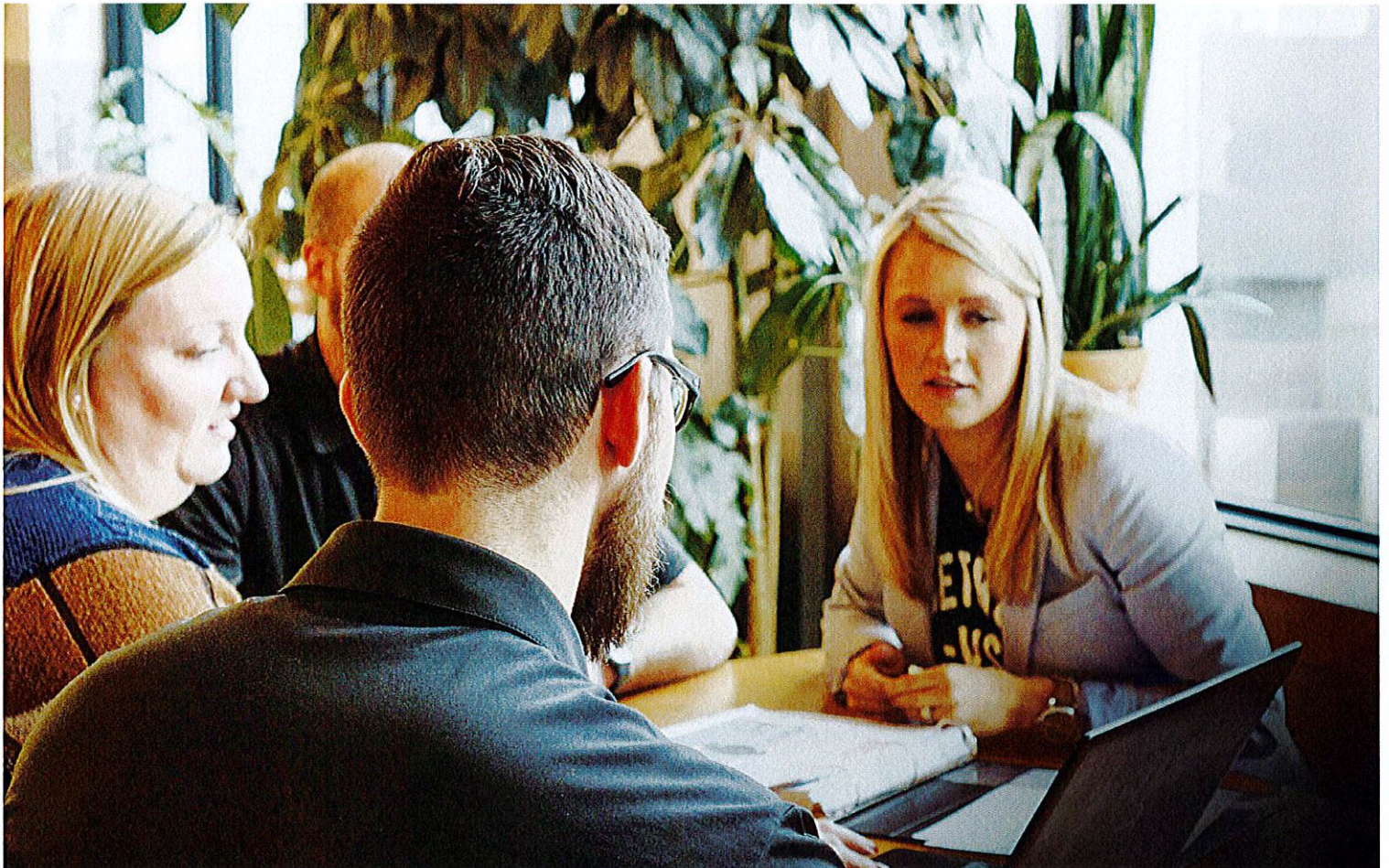
859 W River Center Drive NE  
Comstock Park, MI 49321

## LANSING

15559 Old U.S. 27  
Lansing, MI 48906

## TROY

1260 Rankin Drive, Suite G  
Troy, MI 48083



## RFP 23-11 SUPPORT SERVICES FOR AVIGILON





RFP 23-11

**ATTACHMENTS A-C (REQUIRED)**

**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, [ X ] a corporation (please mark appropriate box), duly organized under the laws of the State of Michigan.

09

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.

**DEBARMENT AND SUSPENSION:** 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



**RFP 23-11**  
**ATTACHMENTS A-C (REQUIRED)**

support such financial obligations. A certificate of insurance detailing insurance coverages may be 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: Knight Watch Inc.

Contact Name and Title: Amber Weeks

Mailing Address: 859 West River Center Drive, Comstock Park, MI 49321

City, State and Zip Code: Comstock Park, MI 49321

Phone Number: 616-235-2100 ext. 1108 Fax Number: \_\_\_\_\_

Email Address: aweeks@knightwatch.net

Website: www.knightwatch.net

Federal Employer Identification Number: EIN# 38-3210518

The submission of a proposal hereunder shall be considered evidence that the vendor is satisfied with respect to the conditions to be encountered and the character, quantity, and quality of the work to be performed.

BY: Amber R Weeks  
(Signature of Authorized Representative)

Digitally signed by Amber R Weeks  
DN: cn=US, e=aweeks@knightwatch.net, o=Knight Watch Inc., ou=Global Business Development  
Reason: I am approving this document  
Contact Info: Amber Weeks  
Date: 2023.01.06 10:22:35-0500

1/6/2023  
Date



(Printed Name and Title of Authorized Representative)

**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	CITY OF WYOMING	Contact Person	TROY RINKS - FACILITIES
Contact Number	616-292-8977	Contact Email	troy.rinks@wyomingmi.gov
Project Description	Knight Watch handles the City's Access Control and Video systems.		

Reference 2			
Customer Name	CITY OF WYOMING	Contact Person	Todd Curran - IT Supervisor
Contact Number	616-530-7221	Contact Email	todd.curran@wyomingmi.gov
Project Description	Knight Watch handles the City's Access Control and Video systems.		

Reference 3			
Customer Name	Spectrum Health	Contact Person	Luke Thomas
Contact Number	616-391-0543	Contact Email	Luke.Thomas@spectrumhealth.com
Project Description	Knight Watch handles all of Spectrum Health's Security, both Video and Access Control.		

## ATTACHMENT C

### COMPANY HISTORY

Knight Watch is a global technology solution and products provider with extensive teams of engineers, project managers, and IT staff across cloud, security, and data center infrastructure to help you accelerate your business through secure technology transformation.

Knight Watch was founded in 1993 by two brothers from Michigan, Eric, and Aaron Lindsley. With four office locations and headquartered in Kalamazoo, Knight Watch is scaled to handle the most complex projects while making your business thrive.

We use our years of experience in technology and engineering to help you achieve the outcomes you need to grow. To put it simply, "we make enterprise buildings safe, comfortable, and energy efficient."

By the numbers:

- Four Offices in Michigan (Kalamazoo, Grand Rapids, Lansing, Troy)
- Over 110 Employees
- More than 70 technical resources (Engineers, Programmers, Software Development, Field Team)
- Deployments in all 50 states and over 45 countries
- 3 Dedicated divisions of the company (Security, HVAC Controls/Building Automation, Fire)
- Achieving over \$35 Million in sales in 2022
- An EOS-run company since 2018

Knight Watch is licensed in the State of Michigan for the following:

- Michigan Electrical N607716
- Michigan Security Alarm N05006
- Michigan Fire Alarm N648210
- Michigan Fire Alarm Specialty Technician N648217

### TRUSTED PARTNER

**KNIGHT  
WATCH**

As your trusted partner, we're experts in all things Avigilon and beyond. Knight Watch will continue to provide the County with the best support as our team is familiar with the County's Avigilon System and Security Protocols.



## EXPERIENCE

Knight Watch is an Elite Plus Partner with Avigilon. We specialize in Avigilon Access Control and Avigilon Video solutions with a fully certified team for all things Motorola. We have a team of developers and programmers ready to assist with unique integrations. In addition to our product knowledge, we have our in-house electricians to offer you a partner who can provide turnkey solutions and system management for Ottawa County.

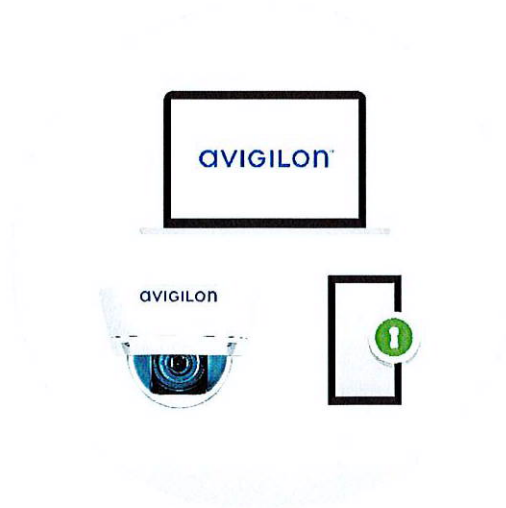


Knight Watch understands Ottawa County's existing Avigilon Video System – campus wide. The original sales engineer and previous account manager for the video system design are part of the KWI Team. With this knowledge, we will provide the best service possible to Ottawa County both now and moving forward with our system knowledge specific to your system on top of our Knowledge of Avigilon.

Knight Watch is upgrading the County's Access Control Platform and converting from DSX to Avigilon ACM. As part of this upgrade, the new secured access points added to your system will include a three-year warranty covered by Knight Watch for all new hardware and equipment.

We are familiar and understand your access control system from camera call-ups to PLC control integrations. We have serviced your Access Control System since initially partnering together in 2019. We will continue to provide the best service possible to Ottawa County, now and moving forward, with our understanding of your system needs, our vast security expertise, and experience with Avigilon.

Knight Watch has worked with the County during the design process of the new Family Court Facility being constructed. We assisted with months of planning as we truly care about our partnership with the County and are here to support you in any way possible. We have provided a design-build specific to the County's needs for a new Avigilon Access Control System (PLC Integration) and Avigilon Video Systems.



## PROPOSAL PLAN

Knight Watch has broken down each Option A-E as requested by the RFP.

<b>Base Proposal</b>	EST011412 Ottawa CO	Server Replacement – ITEMIZED PROPOSAL ON ADDITIONAL PAGE	\$269,450.99
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<b>Add On 1A</b>	EST011728 Ottawa CO	Server Replacement plus SFP+ Modules ITEMIZED PROPOSAL ON ADDITIONAL PAGE	\$3,354.93
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<b>Option B</b>	Upgrade Avigilon Software		No Charge
Knight Watch has included three (3) years of Avigilon Upgrades at no additional cost.			

<b>Option C</b>	Security Camera Replacement	As Needed	
Knight Watch will provide a 37% MSRP discount for Avigilon Cameras and accessories only to the County during the contracted time. This excludes labor and cabling.			

<b>Option D</b>	Door Access Card Reader Replacement	As Needed	
Knight Watch will provide 35% off MSRP for Avigilon HID Card Readers during the contracted time. This excludes life safety power supplies, cabling, boards, and labor.			

<b>Option 1E</b> Avigilon Smart Assurance Plan 3-year	
Knight Watch will provide 509 cameras as part of base bid (\$48.33 for an ACC Smart Assurance 3-year License each)	\$24,599.97
83 ACC Smart Assurance 3-year License (\$48.33 each)	\$4,011.39
<b>Total for 592 3-year Smart Assurance Licenses</b>	<b>\$28,611.36</b>

<b>Option 2E</b> Avigilon Smart Assurance Plan 5-year	
Knight Watch will provide 509 cameras as part of base bid (\$74.35 for an ACC Smart Assurance 5-year License each)	\$37,844.15
83 ACC Smart Assurance 5-year License (\$74.35 each)	\$6,171.05
<b>Total for 592 5-year Smart Assurance Licenses</b>	<b>\$44,015.20</b>

*\*Knight Watch has included an additional 83 Avigilon Smart Assurance Plan licenses for Family Court Cameras that were not previously included in the RFP counts.*



## MAINTENANCE PACKAGES

We pride ourselves in providing quick response times from our team and assistance with a resolution. We offer service 365 days a year, 24-hours a day, seven days a week. Our team can help coordinate remote access during regular business hours or an on-site visit.

Ottawa County can request service with any of our locations via the online service ticketing portal, phone, or email. For after-hours requests, please call our main line for the after-hours service phone number, and you will be put in contact with our on-call service technician.

Knight Watch has included eight (8) hours per year to complete physical upgrades to your servers. This will ensure your system is running on the correct software and firmware update version across the entire Avigilon System as part of our 3-year agreement.

Knight Watch can also provide a more in-depth service level agreement to cover all existing field components and service levels with a complete preventative maintenance plan. With our plans, we offer four tiers of support:

- Silver Program
- Gold Program
- Gold + Program
- Platinum Program

We would be happy to discuss a service level agreement to support the County and create a preventative maintenance program. However, we will need much more information to determine your goals and an outcome that would be beneficial to meet your needs. We would love the opportunity to discuss it with the County.

## ADDITIONAL SERVICES, FEATURES, FUNCTIONALITY

Knight Watch currently handles all of the County's Access Control needs. We are in the process of converting your existing DSX System to Avigilon ACM. While completing the system integrations within your ACM Software, we are going the extra step to ingrate cameras, intercoms, jail guard tours, duress alarms, and door controls with the new system. The new secured access points (door hardware, panels, etc.) installed under this project are already covered by a three-year warranty provided by KWI.

We have worked with the County to upgrade your Grand Haven Courthouse PLC Controls. We have worked side by side for the new Family Court Design and planning stages throughout the process to be your dedicated security consultant.

Knight Watch is here to manage your systems daily and plan for future system growth. We also specialize in Fire Alarms, Power Metering, etc. We would love to continue having collaboration meetings to discuss different integration methods that may be beneficial to the County's individual needs.

## PROPOSAL PRICING

### Hourly Rates

- Project Manager: \$122.08 per hour\*
- Engineering: \$122.08 per hour\*
- Installation: \$137.34 per hour \*
- TPM|Programmer: \$161.76 per hour\*
- Standard Service Rates: \$170 per hour
- After-hours Emergency Rates: \$385.00 for the first hour, \$275 per hour after the first hour.

Rates vary annually

Travel Fee: \$70\* Rates vary annually

*\*For this project only*

### Equipment and Other Materials

- EST011412 has itemized extended pricing for the base bid.
- EST011728 has itemized extended pricing for the addition of SFP+ Modules that we recommend being added to the servers.

## OTHER INFORMATION

Knight Watch has experience delivering system integration projects across the country and around the globe. Our partner network enables us to scale quickly regardless of project size or install location.

Knight Watch holds certifications across multiple manufacturers and partners:

- |                             |                             |                              |
|-----------------------------|-----------------------------|------------------------------|
| • Axis Certification        | • Kaba KeyScan Aurora       | • Lenel Enterprise Certified |
| • Avigilon ACC Certified    | • Certified                 | • Facility Commander         |
| • Avigilon ACM Certified    | • Verint OpCenter Certified | • Certified                  |
| • OSHA 10 Certified         | • Verint EDGEVR             | • Automatic System           |
| • NICET Level IV Certified- | • Certification             | • Certified                  |
| Fire Alarm Systems          | • ExacqVision Certified     | • AnyVision Certified        |
| • Arial Lift Certified      | • Lenel Core Certified      | • Linux Certified            |
| • Software House Certified  | • Lenel Advanced Certified  | • Full Stack Development     |

Knight Watch presents our comprehensive team with over 25 years of local and global experience. We are a global technology solution and products provider with extensive teams of engineers, project managers, and IT staff across cloud, security, and data center infrastructure to help you accelerate your business through secure technology transformation.

We are passionate about making your business thrive. We use our years of experience in technology and engineering to help you achieve the outcomes you need to grow.



We have assigned the following dedicated team members to your account:



**Amber Weeks**  
Global Business  
Development Director



**Ryan Bailey**  
Vice President of Sales



**Shaun Purvis**  
Sales Engineer  
Manager



**Andy Pullen**  
Sales Engineer



**Logan Ball**  
Project Manager



**Charles Smiley (Corey)**  
Internal IT -  
Programmer



**Theodore King**  
Senior Field Technician



**Kelly Klem**  
Director of Service

Our client references and testimonials can attest to our excellent sales, service, and support. Here are some of our local and national accounts.



Knight Watch is dedicated to servicing the County and continuing our partnership since 2019. We look forward to the opportunity to working together and helping you thrive while keeping your staff and facilities safe and protected.

For any questions, please contact Amber Weeks, Global Business Development Director at 616.808.0145 or [aweeks@knightwatch.net](mailto:aweeks@knightwatch.net).



Proposal#EST011412

Proposal Date: 1/6/2023

**Customer:** OTTAWA COUNTY  
**Project:** OTTC - A. Avigilon Server Replacement  
**Work Site:** base bid  
12220 FILMORE ST  
WEST OLIVE, MI 49460

**Prepared By:** Amber Weeks  
**Bill To:** OTTAWA COUNTY  
12220 FILMORE ST  
WEST OLIVE, MI 49460

Dear Ottawa County,

Knight Watch is pleased to present a formal proposal for Option A – Avigilon Sever Replacement, excluding SFP + Modules. Knight Watch has reviewed your existing server infrastructure and designed a plan to replace your existing servers with new, more powerful Avigilon servers and additional server space to meet your system expansion needs moving forward. We have included a total of six servers. We have included a five-year and four-hour mission-critical warranty with onsite parts delivery service through our manufacturer partner.

Below you will find a detailed breakdown of materials and total project pricing for your review:

Quantity	Description	Unit Price	Extended Price
2.00	NVR5 PRM 96TB 2U Rack Mnt; WS19 NA	\$28,187.30	\$56,374.60
1.00	Avigilon NVR5 128TB Video Management System Server, 2U, Rack Mount, SVR 2019	\$37,192.33	\$37,192.33
3.00	NVR5 PRM 192TB 2U Rack Mnt; WS19 NA	\$55,983.61	\$167,950.83
1.00		\$0.00	\$0.00
1.00	Misc handling and Shipping	\$1,327.08	\$1,327.08
1.00	Engineering	\$122.08	\$122.08
5.00	Project Management	\$122.08	\$610.40
14.50	Installation	\$137.34	\$1,991.43
24.00	Programming	\$161.76	\$3,882.24



Sincerely,

Amber Weeks

Subtotal	\$269,450.99
Tax	\$0.00
Total	\$269,450.99

Acceptance by you as the owner or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

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

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



Proposal#EST011728  
Proposal Date: 1/6/2023

**Customer:** OTTAWA COUNTY  
**Project:** OTTC - A. Avigilon Server Replacement  
**Work Site:** - SFP MODULES ADD ON  
12220 FILMORE ST  
WEST OLIVE, MI 49460

**Prepared By:** Amber Weeks  
**Bill To:** OTTAWA COUNTY  
12220 FILMORE ST  
WEST OLIVE, MI 49460

Dear Ottawa County,

Knight Watch is pleased to present a formal proposal for Option A add-on for recommended SFP+ Transceivers. Knight Watch has reviewed your existing server infrastructure and designed a plan to replace your existing servers with new, more powerful Avigilon servers and additional server space to meet your system expansion needs moving forward (these are included in EST011412). We have included six servers, and we recommend adding the SFP+ modules. Below you will find a detailed breakdown of materials and the total add-on price for your review:

Quantity	Item Number	Description	Unit Price	Extended Price
12.00	CCTV AVI NVR5-SFPPLUS-SR-A	SFP+ TransceiversforShortRange(Multi-mode) onserverside,NVR516-224TB	\$253.49	\$3,041.88
1.00	KIT-KIT PROJECT CCTV		\$0.00	\$0.00
1.00	KWI CCTV MATERIALS	Misc handling and Shipping	\$26.16	\$26.16
0.50	SFL ENGINEERING	Engineering	\$122.08	\$61.04
0.50	SFL PROJECT MANAGEMENT	Project Management	\$122.08	\$61.04
1.20	ACL INSTALLATION	Installation	\$137.34	\$164.81
0.00	ACL PROGRAMMING	Programming	\$161.76	\$0.00



Sincerely,

Amber Weeks

Subtotal	\$3,354.93
Tax	\$0.00
Total	\$3,354.93

Acceptance by you as the owner or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

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

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



# Ottawa County

*Where You Belong®*

## Request for Proposal 23-11

### IT Support Services for Avigilon

The County of Ottawa, on behalf of the Innovation and Technology Department, is requesting proposals from experienced and qualified vendors to provide professional support services for our Avigilon network video management software, surveillance cameras, and door access control products. It is the County's intention to award a professional services contract for an initial three-year term with an option to renew for up to two (2) additional 12-month terms, if mutually agreed upon by both parties.

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

RFP Issue Date:	Friday, December 2, 2022
Questions Deadline:	Wednesday, December 14, 2022
Addendum Issuance:	Monday, December 19, 2022
RFP Deadline:	Friday, January 6, 2023 @ 2:00PM ET
Evaluation Timeline*:	Friday, January 13, 2023
Intent to Award*:	Wednesday, January 18, 2023
Contract Start*:	Wednesday, March 1, 2023

\*Estimated

RFP Administrator: Jon Marin, Procurement Specialist 616-738-4860,  
[purchasing.rfp@miottawa.org](mailto:purchasing.rfp@miottawa.org)

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



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## 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.mriottawa.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 2:00PM ET on Friday, January 6, 2023**. 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.

### Proposal Response:

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

- Attachment A – Cover Sheet for Proposal
- Attachment B – Vendor References
- 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: [purchasing.rfp@miottawa.org](mailto:purchasing.rfp@miottawa.org) with subject line of: "RFP 23-11 Support Services for Avigilon" 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 23-11 Support Services for Avigilon – 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.

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:

Ottawa County currently operates a variety of Avigilon products, including cameras, video management software, and door access control points. The County currently operates 509 cameras (with various model numbers) that are connected to six NVR4X recording servers spread over four locations throughout the County. The servers are running Avigilon Control Center (version 7.12.2.46) and are custom-configured by previous vendor. The County also operates 349 door access points, which is expected to grow to 506 door access points, which is supported by VM servers.



### Section 3: Scope of Work

The County of Ottawa, on behalf of the Innovation and Technology Department, is requesting proposals from experienced and qualified vendors to provide professional support services for our Avigilon network video management software, surveillance cameras, and door access control products. It is the County's intention to award a professional services contract for an initial three-year term with an option to renew for up to two (2) additional 12-month terms, if mutually agreed upon by both parties. Vendors should demonstrate their ability to provide all the following:

A. Avigilon Server Replacement

Ottawa County currently uses custom configured Avigilon servers that need to be replaced.

B. Upgrade of Avigilon Software

Currently running version 7.12.2.46

C. Replacement of Security Cameras as Needed

With option to purchase extra units for precautionary measures.

D. Replacement of Door Access Card Readers as Needed

With option to purchase extra units for precautionary measures.

E. Avigilon Smart Assurance Plan

To provide multi-year upgrade plans to the Avigilon Control Center video management software.

F. Proposal Pricing

Proposals should itemize pricing for each service/product. 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
- Proposal Response/Statement of Understanding
- Comparable Projects
- Customer References
- Cost 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 selection 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, Procedures and Use

It is the County's intention to award a professional services contract for an initial three-year term with an option to renew for up to two (2) additional 12-month terms, if mutually agreed upon by both parties.

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 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.

### 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.



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

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.

#### Default

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.

#### 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 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Gibson Insurance Agency Inc 202 South Michigan St., Suite 1400 South Bend IN 46601	<b>CONTACT NAME:</b> Danielle Hunt <b>PHONE (A/C, No, Ext):</b> 574-245-3552 <b>E-MAIL ADDRESS:</b> dhunt@thegibsonedge.com <b>FAX (A/C, No):</b> 574-236-6399
<b>INSURED</b> Knight Watch, Inc. 3005 Business One Dr Kalamazoo MI 49048	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Fire Insurance Company <b>INSURER B:</b> Hartford Insurance Company of the Midwest <b>INSURER C:</b> Hartford Casualty Insurance Company <b>INSURER D:</b> SummitPoint Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 1337131495**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			36UENOZ3451	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			36UENOZ3452	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			36HHUOZ3409	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WCS3006795	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**OTTAWA COUNTY FACILITIES  
12220 FILLMORE ST RM 160  
West Olive MI 494608986  
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Gibson Insurance Agency*

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# Action Request

Electronic Submission – Contract # 1833



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 3/14/2023**

**Vendor/3<sup>rd</sup> Party: MICHIGAN DEPT OF LICENSING AND REGULATORY AFFAIRS (LARA)**

**Requesting Department: PUBLIC HEALTH**

**Submitted By: KRIS CONRAD**

**Agenda Item: MICHIGAN MEDICAL MARIHUANA OPERATION AND OVERSIGHT GRANT**

## Suggested Motion:

To approve the Michigan Medical Marihuana Operation and Oversight Grant agreement with the Michigan Department of Licensing and Regulatory Affairs (LARA).

## Summary of Request:

Grant funds will be used to educate health care providers, students, school staff, parents, school resource officers, those in recovery from substance use disorder, and the public on issues related to medical cannabis. Healthcare providers will receive information regarding the risks of using cannabis when pregnant and/or breastfeeding and the impact that cannabis use can have on youth/adolescent brain development as well as common signs of cannabis abuse.

We will provide community members with access to lock bags through retailers and health care providers and awareness through advertisements and prevention campaigns. New lock bags will be purchased and funded through this grant as well as a Covid Block Grant, and funding through Veterans Affairs. Additionally, advertisement for the lock it up/safe homes campaign, and youth cannabis use prevention will be promoted with these funds. OCDPH will continue to collaborate with regional partners to develop common messaging about cannabis that will be distributed through various mechanisms. OCDPH is working specifically with the Ottawa County Suicide Prevention Coalition, Ottawa Substance Abuse Prevention (OSAP) coalitions including CRAVE (Cannabis Reduction and preVention Education) and the OSAP Steering Committee (social media, billboards, ads, etc).

OCDPH is also working cross-jurisdictionally with Muskegon, Kent, and Allegan County to spread the messages regarding Safe Homes and locking up cannabis in the home. Please contact Amy Sheele for more details.

In the Fiscal Year 2023 budget, this grant was estimated to be \$37,148; a budget adjustment is on the March 2023 agenda to increase the grant to the approved amount.

## Financial Information:

Total Cost: \$38,637.00

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:

2/24/2023 3:30:03 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 3/7/2023



GRANT NO. 2023 MOOG OTTAWA COUNTY

GRANT BETWEEN  
THE STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
AND  
OTTAWA COUNTY

GRANTEE/ADDRESS:

Allie Selner  
12251 James Street  
Suite 100  
616-393-5734

GRANT ADMINISTRATOR/ADDRESS:

David Harns  
Cannabis Regulatory Agency – Public Relations  
Department of Licensing and Regulatory Affairs  
2407 N. Grand River Avenue  
P.O. Box 30205  
Lansing, MI 48909  
Office Number: 517-243-5469  
Email: [CRA-MOOG@michigan.gov](mailto:CRA-MOOG@michigan.gov)

GRANT PERIOD:

From January 1, 2023 to September 15, 2023

TOTAL AUTHORIZED BUDGET: \$38,637

Federal Contribution: \$  
State Contribution: \$38,637  
Local Contribution: \$  
Other Contributions: \$

SIGMA Vendor I.D.: CV0048100  
SIGMA Payment Address Code: 014

ACCOUNTING DETAIL: Accounting Template No.: 6411113T025

## GRANT

This is Grant 2023 MOOG OTTAWA COUNTY between the Department of Licensing and Regulatory Affairs (Grantor), and Allie Selner (Grantee), subject to terms and conditions of this grant agreement (Agreement).

### **1.0 Statement of Purpose**

The Michigan Medical Marihuana Operation and Oversight Grant to Counties is provided for in the Michigan Medical Marihuana Act, MCL 333.26421 et seq. The purpose of the Grant is to provide funding to counties to be used for education, communication, and outreach regarding the Michigan Medical Marihuana Act.

### **1.1 Statement of Work**

The Grantee agrees to undertake, perform, and complete the services that are more specifically described in the Grantee's Proposal, Attachment A.

### **1.2 Detailed Budget**

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.
- C. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.

**Changes in the Budget of less than 5% of the total line item amount, or \$2,000 (whichever is greater) do not require prior written approval, but Grantee must provide a revised budget to the Grant Administrator for approval.**

**Cumulative changes in the Budget equal to or greater than 5% of the total line item amount, or \$2,000 (whichever is greater), will be allowed only upon prior review and written approval by the Grant Administrator. A formal grant amendment must be signed by the Michigan Marijuana Regulatory Agency (Grantor) and the Grantee.**

### **1.3 Payment Schedule**

The maximum amount of grant assistance offered is \$38,637. Progress payments up to a total of 85% of the Total Authorized Budget may be made upon submission of a Grantee request indicating grant funds received to date, project expenditures to date (supported with computer

printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes in order to comply with this Agreement. The payment of the final 15% of the grant amount shall be made after completion of the project and after the Grant Administrator has received and approved a final report, if applicable. The final payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.

Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

#### **1.4 Monitoring and Reporting Program Performance**

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.
- B. Quarterly Reports. The Grantee shall submit to the Grant Administrator quarterly performance reports that briefly present the following information:
  - 1. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
  - 2. A breakdown of the expenses that occurred within the reporting period along with supporting documentation that the expenses to be reimbursed were incurred by the county department.
  - 3. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
  - 4. Statement concerning any significant deviation from previously agreed-upon Statement of Work.
  - 5. The quarterly reports are due on **July 17, 2023** and **September 15, 2023**. Further, the Department of Licensing and Regulatory Affairs has provided a Financial Status Report form that is to be completed with each report submission.
- C. A Final Report is required. The Grantee will do the following:
  - 1. The Grantee shall submit 1 final electronic copy of the report to the Grant Administrator no later than **September 15, 2023**.
  - 2. The final report will include the following information:
    - a. A summary of the project implementation plan and any deviations from the original project as proposed.



- b. Accomplishments and problems experienced while carrying out the project activities.
  - c. Coordinated efforts with other organizations to complete the project.
  - d. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
  - e. Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
  - f. Any experience in applying the project products and anticipated “next steps”.
  - g. Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.
3. The final report may be combined with the September 15, 2023 report provided that it includes all of the data requested in Sections 1.4(B) and 1.4 (C).

## PART II - GENERAL PROVISIONS

### **2.1 Project Changes**

Grantee must obtain prior written approval for project changes from the Grant Administrator. **See Section 1.2, Detailed Budget.**

### **2.2 Delegation**

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

### **2.3 Project Income**

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

### **2.4 Share-in-savings**

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

### **2.5 Order of Spending**

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

### **2.6 Purchase of Equipment**

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

## **2.7 Accounting**

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

## **2.8 Records Maintenance, Inspection, Examination, and Audit**

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

## **2.9 Competitive Bidding**

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.



### **3.0 Liability**

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

### **3.1 Intellectual Property**

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

### **3.2 Safety**

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

### **3.3 General Indemnification**

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

### **3.4 Termination**

#### **A. Termination for Cause**

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance

immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

**B. Termination for Convenience**

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

**3.5 Conflicts and Ethics**

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

**3.6 Non-Discrimination**

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an 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 race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.



### **3.7 Unfair Labor Practices**

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

### **3.8 Force Majeure**

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

### **3.9 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

### **4.0 Website Incorporation**

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

### **4.1 Certification Regarding Debarment**

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

### **4.2 Illegal Influence**

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, 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, and 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 Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

#### **4.3 Governing Law**

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

#### **4.4 Compliance with Laws**

Grantee must comply with all federal, state and local laws, rules and regulations.

#### **4.5 Disclosure of Litigation, or Other Proceeding**

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2)

a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

#### **4.6 Assignment**

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

#### **4.7 Entire Grant and Modification**

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

#### **4.8 Grantee Relationship**

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

#### **4.9 Dispute Resolution**

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

## **5.0 Severability**

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

## **5.1 Waiver**

Failure to enforce any provision of this Grant will not constitute a waiver.

***SIGNATURES APPEAR ON THE FOLLOWING PAGE***



## 5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

E-SIGNED by Anshu Varma  
on 2023-02-14 16:27:18 EST

2023-02-14 16:27:18 UTC

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Anshu Varma, Division Director  
Procurement & Administration Division  
Bureau of Finance and Administrative Services  
Department of Licensing and Regulatory Affairs  
State of Michigan

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Date

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Allie Selner  
Grant Administrator  
Ottawa County

---

Date

GRANT NO. 2023 MOOG OTTAWA COUNTY

Agreement between LARA  
And The Ottawa County Department of Public Health

**SIGNATURE PAGE:**

**COUNTY OF OTTAWA**

By: Adeline Hambley  
Adeline Hambley  
Health Officer

2/15/23  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Department of Licensing and Regulatory Affairs  
Cannabis Regulatory Agency

Marihuana Operation and Oversight Grants

2023 Grant Application

Authority: Michigan Medical Marihuana Act  
2008 IL 1, Section 6(l), MCL 333.26426

This application must be submitted via email to [CRA-MOOG@michigan.gov](mailto:CRA-MOOG@michigan.gov)  
at the Cannabis Regulatory Agency on or before January 1, 2023.

Section I: Grant Applicant Information

Ottawa County  
Applicant (County Name)  
vs CV0048100 014  
SIGMA Vendor Customer ID No. Mail Code

Section II: Grant Administrator Information

Allie Selner  
Name  
12251 James St. Suite 100, Holland, MI 49424  
Address Suite/Room City State Zip Code  
(616) 393-5784 aselner@miottawa.org  
Area Code/Telephone Number Email Address

Section III: Description of Grant Program

Funds must be used for education, communication, and outreach regarding Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 to 333.26430 and the Michigan Regulation and Taxation of Marihuana Act, 2018, IL 1, MCL 333.27951 to 333.27967. On county letterhead, submit your proposal that includes the items listed below:

- Describe the project(s) for which funds are requested with an implementation plan.
- Explain how funds will be used to coordinate efforts with other agencies, if applicable.
- Describe the impact these funds will have on the community and what you hope to accomplish.
- Explain how these funds will be combined with other funding to complete the project, if necessary.
- Explain anticipated outcomes that will result from this grant.
- Submit a detailed budget showing how the requested funds will be expended.

Section IV: Certification

I certify and agree to report how the grant was expended and to provide a report to the Department of Licensing and Regulatory Affairs, Cannabis Regulatory Agency, no later than September 15, 2023. Due to the requirements LARA must abide by the September 15<sup>th</sup> due date will be strictly enforced. By signing below, I also agree to meet and follow the statutory provisions in which this program was established pursuant to Section 901 of 2022 PA 166.

AR Selner 12/29/22  
Signature of County Grant Administrator (Original Signature Required) Date  
Title of County Grant Administrator Health Educator Telephone: (616) 393-5784

Contact Information for Person Submitting Application

Name: Allie Selner Email Address: aselner@miottawa.org Telephone: (616) 393-5784







Department of Licensing and Regulatory Affairs  
Bureau of Marijuana Regulation  
Michigan Medical Marijuana Program  
P.O. Box 30083  
Lansing, MI 48909

Our goal at Ottawa County Department of Public Health (OCDPH) is to educate and provide support to our community and provide the resources so that they can make responsible choices regarding their health. We strive to work collectively with our community to protect and promote health.

The purpose of this letter is to outline the proposed project, the implementation, and the financial estimate for consideration of funding through the 2023 Michigan Medical Marijuana Operation and Oversight Grant.

Proposed plan summary: Grant funds will be used to educate health care providers, students, school staff, parents, school resource officers, those in recovery from substance use disorder, and the public on issues related to medical cannabis. Healthcare providers will receive information regarding the risks of using cannabis when pregnant and/or breastfeeding and the impact that cannabis use can have on youth/adolescent brain development as well as common signs of cannabis abuse. We will provide community members with access to lock bags through retailers and health care providers and awareness through advertisements and prevention campaigns. New lock bags will be purchased and funded through this grant as well as a Covid Block Grant, and funding through Veterans Affairs. Additionally, advertisement for the lock it up/safe homes campaign, and youth cannabis use prevention will be promoted with these funds. OCDPH will continue to collaborate with regional partners to develop common messaging about cannabis that will be distributed through various mechanisms. OCDPH is working specifically with the Ottawa County Suicide Prevention Coalition, Ottawa Substance Abuse Prevention (OSAP) coalitions including CRAVE (Cannabis Reduction and preVention Education) and the OSAP Steering Committee (social media, billboards, ads, etc). OCDPH is also working cross-jurisdictionally with Muskegon, Kent, and Allegan County to spread the messages regarding Safe Homes and locking up cannabis in the home.

Scope/Impact: Educational videos and materials will be offered to healthcare providers in Ottawa County regarding cannabis use during pregnancy and breastfeeding. The educational materials will be open to all Ottawa County healthcare providers, however, providers with higher numbers of interactions with patients who are pregnant, or breastfeeding will be heavily targeted. An example of these targeted providers would be OBGYN's, nurses, midwives, lactation consultants, and doulas.

In addition to healthcare provider education, student and parent education will also be intended through collaboration with Ottawa County Public Schools and working with the Lock It Up/Safe Homes campaign to provide parents and students the resources and educational information





when a child is found to be at high risk for cannabis use. School Resource Officers will be educated through attendance of the Northwest Alcohol and Substance Abuse Conference to be able to bring more information regarding cannabis abuse back to their schools. When a student is suspended for substance use, a parent meeting will take place where they will be informed on the risks of having such substances in the home and be given a lock bag. The goal of the education trainings will be to provide parents with resources and information on how they can best educate their children/students with evidence-based data on topics including, but not limited to; drug interactions, cannabis' effects on various health conditions, and how to talk to their children about cannabis use. Local schools have also informed us that they are collecting cannabis and THC through vape pens and vape devices. These vape devices are often thrown in a drawer or bucket which can be dangerous as the devices contain lithium batteries which can be unstable. This funding would be utilized, along with funding from the CRAVE subcommittee to purchase fire safe locked containers for schools to properly dispose of vape devices before being disposed of by the local environmental health specialists.

Those in recovery from abuse will also be supported through the Recovery Fest, this allows a supportive environment for these individuals to intend on holding their sobriety from any substances, including cannabis use. Social marketing will be targeted at the general population for cannabis use prevention. Target age range for this proposal would be age 12-65 years old to address both prevention of substance abuse and responsible use of prescription medical cannabis.

### **Project Implementation:**

1. Collaborate with county partners to plan, implement, and evaluate educational information for health care providers in Ottawa County. Topics will include recognition of cannabis abuse, cannabis use and pregnancy/breastfeeding, the impact of cannabis on the developing brain in youth and adolescents, and the effects cannabis may have on mental health. A portion of the funding will be used to work with CRAVE to push out consistent messaging on these topics from multiple sources throughout the county.
2. A social marketing campaign focusing on safe storage through the purchasing of lock bags and advertisements, targeting parents and other caregivers. This will be continued in Ottawa County and expanded into other local counties. OCDPH will collaborate with regional partners to develop consistent messaging throughout the region. The campaign previously only targeted cannabis use, but with the increase in research of substance use being tied to mental health crisis', the campaign is being expanded to target high risk populations in both categories. OCDPH will also be working with OSAP and CRAVE on this project.
3. Collaborate with local schools and the Environmental Health Department within Ottawa County to purchase and distribute safe storage locked containers that can hold vape devices confiscated from students in the school. These storage containers will be fire-safe and locked so students are not able to access the devices once confiscated.
4. In collaboration with funding provided by the Lakeshore Regional Entity, a total of three individuals will attend the Northwest Alcohol and Substance Abuse Conference to learn more about cannabis abuse. With key topics from the event being "Vape Pens, Marijuana Concentrates, Pharmaceutical Drug Abuse (Adult & Teen), Teen Impaired Driving



Prevention Programs, and Parenting and Educator Programs,” this will be a great opportunity for these providers to expand their knowledge on cannabis prevention and youth development in these areas. The three individuals will be a combination of School Resource Officers and Prevention Providers in Ottawa County.

5. In collaboration with regional partners, and CRAVE and OSAP, provide funding for advertisements and campaign messages regarding the prevention of underage cannabis use and locking up medical cannabis that may be in the home to protect youth. Funding will also be used to spread these messages at the Ottawa County Recovery Fest. This event is a great place for anyone in recovery from substance abuse and will encourage other treatments besides medical cannabis use for pain management, insomnia, and mental illness.

**Budget:**

Revenue

- Amount of funding authorized: \$38,637
- Amount of funding requested: \$38,637

Expenses

1. Lock bags/materials for Lock It Up/Safe Homes campaign: \$15,000
2. Vape storage boxes for Ottawa County Schools: \$5,000
3. Pregnancy and Cannabis Education: \$5,000
4. Advertisements and Campaigns: \$5,637
5. Materials for Recovery Fest: \$4,000
6. CRAVE Projects promoting Cannabis Prevention: \$2,000
7. NW Alcohol and Substance Abuse Conference: \$2,000

**Anticipated Outcomes:**

1. Increased knowledge among health care providers of the potential harms associated with use of cannabis by youth, adolescents, parents, and pregnant women.
2. Increased knowledge among students regarding cannabis risks and prevention of underage youth.
3. Reduced youth access to cannabis through the promotion of lock bags and education through the safe homes campaign.
4. Increased perception of harm with the misuse and abuse of medical cannabis.

Questions regarding this proposal should be directed to the undersigned at [aselner@miottawa.org](mailto:aselner@miottawa.org) or (616)393-5734.

Thank you,





miOttawa Department of  
**Public Health**

Allie Selner  
Substance Use Disorder Prevention  
Health Educator  
Ottawa County Department of Public Health  
12251 James Street  
Holland, MI 49424

**Lisa Stefanovsky, M.Ed.**  
*Health Officer*

**Gwen Unzicker, M.D.**  
*Medical Director*

<p align="center"><b>DEPARTMENT OF TECHNOLOGY, MANAGEMENT &amp; BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective October 1, 2022</b></p>
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**MICHIGAN SELECT CITIES\***

	<b>Individual</b>	<b>Group Meeting (pre-arranged and approved)</b>
Lodging**	\$85.00	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$28.00	\$31.00

**MICHIGAN IN-STATE ALL OTHER**

	<b>Individual</b>	<b>Group Meeting (pre-arranged and approved)</b>
Lodging**	\$85.00	
Breakfast	\$9.75	\$12.75
Lunch	\$9.75	\$12.75
Dinner	\$22.00	\$25.00
Lodging	\$51.00	
Breakfast	\$9.75	
Lunch	\$9.75	
Dinner	\$22.00	
<b>Per Diem Total</b>	<b>\$92.50</b>	

**OUT-OF-STATE SELECT CITIES\***

	<b>Individual</b>	<b>Group Meeting (pre-arranged and approved)</b>
Lodging**	Contact Conlin Travel	
Breakfast	\$15.00	\$18.00
Lunch	\$15.00	\$18.00
Dinner	\$29.00	\$32.00

**OUT-OF-STATE ALL OTHER**

	<b>Individual</b>	<b>Group Meeting (pre-arranged and approved)</b>
Lodging**	Contact Conlin Travel	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$27.00	\$30.00
Lodging	\$51.00	
Breakfast	\$11.75	
Lunch	\$11.75	
Dinner	\$27.00	
<b>Per Diem Total</b>	<b>\$101.50</b>	

Incidental Costs Per Day (with overnight stay)    \$5.00

<b>Mileage Rates</b>	<b>Current</b>
Premium Rate	\$0.625 per mile
Standard Rate	\$0.440 per mile

\* See Select Cities Listing

\*\* Lodging available at State rate, or call Conlin Travel at 877-654-2179 or [www.somtravel.com](http://www.somtravel.com)

**SELECT CITY LIST**  
**SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES**  
**Effective October 1, 2022**

<b>Michigan Select Cities/Counties</b>		
	<b>CITIES</b>	<b>COUNTIES</b>
	Ann Arbor, Auburn Hills, Beaver Island, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse, Oakland, Wayne
<b>Out of State Select Cities/Counties</b>		
<b>STATE</b>	<b>CITIES</b>	<b>COUNTIES</b>
<b>Alaska</b>	All locations	
<b>Arizona</b>	Phoenix, Scottsdale, Sedona	
<b>California</b>	Arcata, Edwards AFB, Eureka, Los Angeles, Mammoth Lakes, McKinleyville, Mill Valley, Monterey, Novato, Palm Springs, San Diego, San Francisco, San Rafael, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Los Angeles, Mendocino, Orange, Ventura
<b>Colorado</b>	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	
<b>Connecticut</b>	Bridgeport, Danbury	
<b>District of Columbia</b>	Washington DC (See also Maryland & Virginia)	
<b>Florida</b>	Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West, Miami	
<b>Georgia</b>	Brunswick, Jekyll Island	
<b>Hawaii</b>	All locations	
<b>Idaho</b>	Ketchum, Sun Valley	
<b>Illinois</b>	Chicago	Cook, Lake
<b>Kentucky</b>	Kenton	
<b>Louisiana</b>	New Orleans	
<b>Maine</b>	Bar Harbor, Kennebunk, Kittery, Rockport, Sandford	
<b>Maryland</b>	Baltimore City, Ocean City	Montgomery, Prince George
<b>Massachusetts</b>	Boston, Burlington, Cambridge, Martha's Vineyard, Woburn	Suffolk
<b>Minnesota</b>	Duluth, Minneapolis, St. Paul	Hennepin, Ramsey
<b>Nevada</b>	Las Vegas	
<b>New Mexico</b>	Santa Fe	
<b>New York</b>	Bronx, Brooklyn, Lake Placid, Manhattan, Melville, New Rochelle, Queens, Riverhead, Ronkonkoma, Staten Island, Tarrytown, White Plains	Suffolk
<b>Ohio</b>	Cincinnati	
<b>Pennsylvania</b>	Pittsburgh	Bucks
<b>Puerto Rico</b>	All locations	
<b>Rhode Island</b>	Bristol, Jamestown, Middletown, Newport, Providence	Newport
<b>Texas</b>	Austin, Dallas, Houston, L.B. Johnson Space Center	
<b>Utah</b>	Park City	Summit
<b>Vermont</b>	Manchester, Montpelier, Stowe	Lamoille
<b>Virginia</b>	Alexandria, Fairfax, Falls Church	Arlington, Fairfax
<b>Washington</b>	Port Angeles, Port Townsend, Seattle	
<b>Wyoming</b>	Jackson, Pinedale	



# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 03/14/2023

**Requesting Department:** Parks and Recreation

**Submitted By:** Marcie Ver Beek

**Agenda Item:** Parks & Recreation Personnel Requests

## Suggested Motion:

To approve the request from the Ottawa County Parks Department to reclassify the Head Naturalist, Park Naturalist, and Nature Center Secretary positions and add one 1.0 FTE Communications Specialist position at a cost of \$95,180.34 funded by the Parks fund balance for fiscal year 2023.

## Summary of Request:

To meet goals set by the Ottawa County Parks and Recreation Commission, it is requested to:

1. Reclassify the Head Naturalist position from a Group T, pay grade 9, to a Program Supervisor, Unclassified, pay grade 9.
2. Reclassify the Park Naturalist position from a Group T, pay grade 8, to a Program Supervisor, Unclassified, pay grade 9.
3. Reclassify the Nature Education Center Secretary from a Group T, pay grade 2, to a Secretary, Group T, pay grade 3.
4. To add a 1.0 FTE Communications Specialist, Group T, pay grade 8.

Attached is a detailed memo with further information. This is approved by the Parks Commission.

## Financial Information:

Total Cost: \$95,180.84

General Fund Cost: \$0.00

Included in Budget:

☐ Yes

☒ No

☐ N/A

If not included in budget, recommended funding source:

This motion authorizes an appropriation of Parks fund balance for the FY23 cost of the reorganization

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

**Action is Related to Strategic Plan:**

**Goal:** Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

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.

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

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

Goal 3, Objective 2: Maximize communication with citizens.

**Administration:**

County Administrator:

☒ Recommended

☐ Not Recommended

☐ Without Recommendation

Committee/Governing/Advisory Board Approval Date: 03/07/2023

Finance and Administration Committee



## MEMORANDUM

To: John Gibbs, County Administrator; Marcie VerBeek, Human Resources Director;  
Karen Karasinski, Fiscal Services Director  
From: Jason Shamblin, Parks Commission Director  
Date: January 26, 2023  
RE: Ottawa County Parks Commission Staffing Realignment

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The Ottawa County Parks and Recreation Commission (OCPRC) was established in 1987 by the Ottawa County Board of Commissioners. OCPRC's expressed goal for the park system is to provide the highest quality recreational experience possible through creative park design, high quality programs, and by implementing exacting standards for parks maintenance and facility construction. This goal has been pursued through the diligent efforts of park staff in all aspects of park planning, administration, programming, and park maintenance and operations.

The basic structure for park operations was established in 1990. In 2019 the organization experienced a leadership change when the first Director retired after 32 years. 2020 Census data shows that Ottawa County has been and continues to be the fastest growing county in the state.

In light of the increased use of the Parks as a result of Covid-19 pandemic and in preparation for their first department-wide Strategic Master Plan, OCPRC sought a consultant to assess the current staffing and organizational structure of the department.

To that end, a request for proposals was published seeking a consultant to perform an assessment of current staffing and organizational structure. Although several proposals were received, the only proposal offering a comprehensive staffing analysis was more than \$30,000 over budget.

As a result, hiring a consultant was tabled as similar information can be gathered during the upcoming strategic plan. In the meantime, staff have conducted an internal survey and the Parks Management team, which includes representatives from all division analyzed the current staffing levels and structure.

Additionally, in recent weeks the Head Naturalist resigned, providing an opportunity to evaluate the current structure of the Community Engagement Division to better serve the residents of Ottawa County now and in the future. Staff have been collaborating with Human Resources Staff to work the proposed realignment.

### **Proposed Realignment of Community Engagement Staff**

#### **1. Head Naturalist**

Current status: Vacant, Unclassified, Exempt, Pay Grade 9

Recommended changes: Rename Program Supervisor; update job description

2. Park Naturalist

Current Status: Group T, Pay Grade 8

Recommended changes: Change to Unclassified-Exempt, change to Pay Grade 9; rename Program Supervisor; update job description.

Additional details:

- The recommendation to change this position to a Grade 9 serves to remove unnecessary hierarchy between full-time program staff who are responsible for similar levels of program administration, planning, and teaching. Additionally, this position regularly works evenings and weekends which is much simpler to accomplish when the position is classified as an exempt position.
- One Program Supervisor will be primarily focused on public program and community engagement. The other Program Supervisor will be primarily focused on private and curriculum-based programs.

3. Nature Center Secretary

Current Status: Group T, Pay Grade 2

Recommended changes: Change to Pay Grade 3; rename Secretary and reassign to work under the Administrative Assistant.

Additional details:

- The internal staffing analysis concluded that use of administrative staff could be more strategic to maximize efficiencies. The recommendation to reassign this position under the Administrative Assistant allows for additional cross-training opportunities among the administrative staff, so each staff member has the training needed to support a variety of internal divisions.
- The recommendation to change this position to a Grade 3 will align similar administrative roles within the organization.

4. Communications Specialist

Current Status: Vacant, Unclassified, Exempt, Pay Grade 9; unfunded

Recommended changes: Change to Pay Grade 8; update job description; appropriate funding from the Parks Fund balance.

Additional details:

- The Communications Specialist position was created/filled in January 2015 and became vacant in October 2021. It was not filled at that time in anticipation of the staffing study.
- After the staffing study was tabled, the internal staffing analysis concluded there is an urgent need to fill this position.
- This Communications Specialist position is recommended to be lowered to a Grade 8 from a Grade 9 as the employee previously in this position moved into a new role (Coordinator of Community Engagement) and will serve as the supervisor for the Communication Specialist and is overseeing communication-related work under the umbrella of Community Engagement.
- Communications Specialist will provide the day-to-day media support and execution (graphic design, video editing, copywriting, social media, e-mail marketing, preparation of press materials) for department-wide initiatives.

*Proposed Motion: To approve the Parks Commission's proposal to change one, 1.0 FTE full-time, benefited Head Naturalist position at universal paygrade 9 to a Program Supervisor at universal paygrade 9; 1.0 FTE full-time, benefited Naturalist position at universal paygrade 8 to a Program Supervisor at universal paygrade 9; 1.0 FTE full-time, benefited Nature Center Secretary position at universal paygrade 2 to a Secretary at universal paygrade 3; 1.0 FTE full-time, benefited Communications Specialist position at universal paygrade 9 to a Communications Specialist at universal paygrade 8 for a total FY23 cost of \$68,872.08.*



## PARKS PROPOSED REORG 2023

## PARKS PROPOSED REORG 2023

# Action Request



**Committee:** Board of Commissioners  
**Meeting Date:** 03/14/2023  
**Requesting Department:** Human Resources  
**Submitted By:** Marcie Ver Beek  
**Agenda Item:** Strategic Impact Personnel Request

## Suggested Motion:

To approve the proposal to change one, 1.0 FTE full-time, benefited Senior Secretary (Group T) position at universal paygrade 4 to a Administrative Assistant (Unclassified) at universal paygrade 7 for a total cost of \$6,225.

## Summary of Request:

The Senior Secretary position has taken on many responsibilities with the newly established county boards (i.e. County Housing Commission, County Groundwater Board, JH Campbell Plant Closure Planning Committee). This position is now serving as financial administrative support for already established county boards (i.e. Agricultural Preservation Board and Brownfield Redevelopment Authority) and also assuming the responsibility for the administration of the specialized services grant pass-through program for the County which helps to support public transportation needs for seniors and persons with disabilities. With the additions of the new boards and the higher level of responsibility needed to perform these roles, we are requesting to upgrade the current position to an Administrative Assistant to provide these services.

## Financial Information:

Total Cost: \$6,225.00	General Fund Cost: \$6,225.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

The reorganization can be funded with budgetary savings and no additional appropriation is required

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

**Action is Related to Strategic Plan:**

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

## Objective:

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

## Administration:

County Administrator:

☒ Recommended

☐ Not Recommended

☐ Without Recommendation

Committee/Governing/Advisory Board Approval Date: 03/07/2023

Finance and Administration Committee



# COUNTY OF OTTAWA

## New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: Strategic Impact DATE REQUESTED: 1/31/2023

POSITION TITLE: Administrative Assistant ORG CODE: 7211

DATE NEEDED: \_\_\_\_\_

CHECK ONE: ☒ Full-Time Benefitted

☐ Part-Time Benefitted

☐ New Position → Number of hours per week requested: \_\_\_\_\_

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

☐ Non-Benefitted, Temporary → Duration of Temporary Position: \_\_\_\_\_

☐ New Position → Number of hours per week requested: \_\_\_\_\_

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

GENERAL INFORMATION: Unclassified

1. Bargaining Unit/Benefit Group: \_\_\_\_\_

2. Pay Grade: 7

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

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

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

see attached

COST INFORMATION:

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

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

Estimated salary cost (including for the budget year: 54255) (department to request amount from H/R)





# COUNTY OF OTTAWA

## New Position Request Form

Please print form and return to the Human Resources Department

Estimated fringe benefit cost for the budget year: \$42663 (department to request amount from H/R)

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

No additional equipment costs

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Additional information:

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

SIGNED:  \_\_\_\_\_

DATE: 1/31/2023

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**BUDGET DATA:** \_\_\_\_\_

**CONTROL #:** \_\_\_\_\_

## **Administrative Assistant-Strategic Impact**

### Position Description:

Under the direction of the Strategic Impact director, performs highly responsible clerical, technical and sub-administrative work for the Department of Strategic Impact. Responsible for complex administrative functions requiring detailed knowledge of specialized departmental operations, rules, and technical and administrative procedures. Reviews and analyzes budget performance reports, drafts the budget for designated funds/activities, creates and maintains specialized databases, coordinates purchasing activities, and coordinating a variety of specialized functions and special projects.

### Education, Training, and Experience:

Associate degree in business administration, accounting, or related area preferred, combined with four (4) years of progressively responsible office management, accounting, secretarial, or related administrative experience; or an equivalent combination of education and experience.

### Essential Job Functions:

1. Performs paraprofessional tasks peculiar to the office of assignment in support of the Director and other professional personnel as assigned.
2. May be responsible for the department's accounts payable functions of a department, ordering equipment and materials, tracking requests, and ensuring appropriate documentation.
3. May be responsible for reviewing department's budget performance reports for emerging revenues shortfalls and/or expenditure overages and identifies potential issues.
4. Assists with drafting the department's budget for designated funds and developing appropriate supportive documentation and justification for the budget.
5. May devise and develop office forms and procedures. Creates and maintains databases and produces a variety of reports related to departmental activities. Creates, formats, and edits documents.
6. Applies basic accounting principles in developing and maintaining spreadsheets applications for a variety of County functions.
7. Receives mail and telephone calls, handling certain matters directly or referring more complex ones to appropriate employee or official.
8. Performs one or more phases of a department's work requiring knowledge of complex rules and regulations or the handling of difficult procedures.
9. Serves as back up for clerical and administrative support staff needs.
10. Assembles materials and prepares reports of departmental service activities, fiscal status reports, budgets, and other data.
11. May take and transcribe minutes at various board or committee meetings. Prepares agenda for various meetings and works with staff and others to collect materials for board and committee meetings and assembles and distribute meeting packets. Distributes agendas/packets and places on County website.
12. Responsible for departmental contacts with other governmental agencies to exchange information on matters of mutual interest.
13. Following Board and Committee meetings, follows-up on agenda items, such as placing on agenda of another committee, referring information to legal counsel, preparing documents for signature, or other action. May assist in researching issues by calling other counties or agencies and collecting and compiling information.
14. Assists staff with special projects by making calls, collecting, and compiling information, checking on various potential sources of information, and providing related support assistance. Works with Department Heads and staff to obtain needed information.
15. Performs other functions as assigned.



2023 Estimated Costs per Deductions  
Employee Costs

Senior Secretary to Administrative Assistant  
Group T Paygrade 4 to Unclassified Paygrade 7

FTE	Wages	TOTAL	Benefits	TOTAL COST
1.0000	50,037.00	50,037.00	40,656.62	90,693.62

FTE	Wages	TOTAL	Benefits	TOTAL COST
1.0000	54,255.00	54,255.00	42,663.69	96,918.69

**Cost: 6,225.07**

# Action Request

Electronic Submission – Resolution #: 1841



**Committee:** BOARD OF COMMISSIONERS

**Meeting Date:** 3/14/2023

**Requesting Department:** FISCAL SERVICES

**Submitted By:** KAREN KARASINSKI

**Agenda Item:** RESOLUTION TO AUTHORIZE "QUALIFYING STATEMENTS" FOR BONDING

## Suggested Motion:

To approve the Resolution to authorize certification of a "Qualifying Statement" for bonding purposes.

## Summary of Request:

Pursuant to the requirements of the Uniform Budgeting and Accounting Act, the Chief Administrative Officer of the County must certify and file a "qualifying statement" with the Michigan Department of Treasury. This qualifies the County to issue securities.

## Financial Information:

Total Cost: **N/A**

General Fund Cost: **N/A**

Included in Budget: **N/A**

If not included in Budget, recommended funding source:

**N/A**

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

## Action is Related to Strategic Plan:

Goal:

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

## Administration:

Recommended by County Administrator:

3/2/2023 5:29:01 PM

Committee/Governing/Advisory Board Approval Date:

FINANCE AND ADMINISTRATION 3/7/2023

**COUNTY OF OTTAWA**

**STATE OF MICHIGAN**

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held at the Fillmore Street Complex in the Township of Olive, Michigan on the \_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_ o'clock p.m. local time.

PRESENT: Commissioners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

WHEREAS, the Ottawa County Board of Commissioners is required, by the Revised Municipal Finance Act, Act 34 of the Public Acts of 2001, as amended, MCL 141.2101 et seq., to authorize the County Administrator, as Chief Administrative Officer of Ottawa County pursuant to the requirements of the Uniform Budgeting and Accounting Act, Act 2 of the Public Acts of 1968, as amended, MCL 141.421 et seq., to certify and file a “qualifying statement” with the Michigan Department of Treasury, as provided for in Section 303 of Act 34, MCL 141.2303, so that Ottawa County will be qualified to issue securities;

NOW THEREFORE BE IT RESOLVED, that John Gibbs, County Administrator of Ottawa County, Michigan, as Chief Administrative Officer of Ottawa County under the provisions of the Uniform Budgeting and Accounting Act, Act 2 of the Public Acts of 1968, as



amended, MCL 141.421 et seq., is hereby authorized to certify and file a “qualifying statement” with the Michigan Department of Treasury so that Ottawa County may issue securities under the laws of the State of Michigan and Act 34 of the Public Acts of 2001, as amended, MCL 141.2101 et seq.; and,

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

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

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

ABSTENTIONS: Commissioners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RESOLUTION ADOPTED.

\_\_\_\_\_  
Chairperson, Ottawa County  
Board of Commissioners

\_\_\_\_\_  
Ottawa County Clerk/Register

# Action Request

Electronic Submission – Contract # 1853



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 3/14/2023**

**Vendor/3<sup>rd</sup> Party: ENVIRO-CLEAN SERVICES, INC**

**Requesting Department: FACILITIES MAINTENANCE**

**Submitted By: BLAKE UPRIGHT**

**Agenda Item: HOUSEKEEPING SERVICES CONTRACT**

## Suggested Motion:

To approve the Enviro-Clean Services, Inc. contract for housekeeping services at the James St. Complex (A-D Buildings), Grand Haven Courthouse, Holland District Courthouse, and Fulton St (CMH) Building.

## Summary of Request:

Enviro-Clean Services, Inc. is a Michigan-based company that has been providing cleaning services throughout the State for 45+ years. Starting in Holland, Enviro-Clean now cleans across Michigan and employs 1,500+ custodial specialists with much of that staff being full-time.

## Financial Information:

Total Cost: \$1,228,662.09

General Fund Cost: \$0.00

Included in Budget: No

If not included in Budget, recommended funding source:

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

## Action is Related to Strategic Plan:

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

## Administration:

Recommended by County Administrator:

3/6/2023 5:06:24 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 3/7/2023



## Ottawa County

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### CUSTODIAL 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 Enviro-Clean Services, Inc (hereinafter, "Contractor"), with a principal place of business at 2457 112<sup>th</sup> Ave, Holland, MI 49424.

#### IT IS HEREBY AGREED AS FOLLOWS:

1. **Scope of Work:** Contractor agrees to provide the "Services" which as detailed in Exhibit A. It shall be the responsibility of the Contractor to employ and assign to the project adequate personnel and equipment required to undertake and complete the work in a diligent, timely and orderly manner.
2. **Compensation:** In consideration for the services to be performed by the Contractor, the County agrees to pay Contractor the compensation set forth on Exhibit A. Payment to the Contractor for services will be under the County's terms of Net 30. 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.



5. Terms of Contract: The contract shall commence when signed by both parties and unless terminated earlier in accordance with the terms of this Contract, this Contract period will cover a period of three (3) years with the option to renew for two (2) separate 12-month terms.

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, either party may terminate this agreement at its will with thirty (30) days advance notice to the other party and all sums due on the final termination date shall be due and payable at that time. If a party is in material breach of the agreement, the other party may terminate the contract immediately upon notice of termination for cause, and all sums due on that date shall be due and payable at that time

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's 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 defend, indemnify and 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:     Enviro-Clean Services Inc  
                                  ATTN: Tamarah Cauchi  
                                  PO BOX 2818  
                                  Holland, MI 49422-2818  
                                  Email: Tamarah.Cauchi@enviro-clean.com



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

**COUNTY OF OTTAWA**

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

Joe Moss, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Date

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

Justin F. Roebuck,  
County Clerk/Register

\_\_\_\_\_  
Date

**ENVIRO-CLEAN SERVICES, INC**

By: Steve Koster

Signature

Steve Koster

Printed Name

3-3-28

Date

If to Ottawa County:           Ottawa County Facilities Maintenance  
  12220 Fillmore St.  
  West Olive, MI 49460  
  Email: [dkolker@miottawa.org](mailto:dkolker@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.



Exhibit A

# Ottawa County

Contract Proposal

**enviro-clean**  
BUILDING MAINTENANCE SERVICES





November 21, 2022

Steven Holden  
Ottawa County  
12220 Fillmore Street  
West Olive, MI 49460

The Enviro-Clean team appreciates the opportunity to present to you our proposal to clean the Ottawa County Facilities.

Enviro-Clean Services has provided facility maintenance in Michigan since 1974. Starting in Holland, Enviro-Clean now cleans across lower Michigan and employs 1,500+ custodial and floor care specialists. Ottawa County is Enviro-Clean's exact target customer and it would be an honor to service your facilities.

Our commitment to Ottawa County is to provide a high level of service such that all areas that Enviro-Clean is contracted to care for are always at or above required specifications. Our staff will be highly trained along with being friendly and helpful. Our goal is that when asked to evaluate your partnership with Enviro-Clean by potential customers, your response will be unequivocal praise.

All employees will be provided with a competitive wage to ensure long term, quality employees to provide you with the highest level of service. With Enviro-Clean you will never have to worry about a shift not being covered as we employ over 20 full time substitutes out of our Holland location alone.

Enviro-Clean has a very strong management presence in the Ottawa County. An Area Manager and an assistant manager would be responsible for the services provided.

We eagerly anticipate developing a long-term partnership with Ottawa County.

Sincerely,

*Tamarah Cauchi*

Tamarah Cauchi, RBSM  
Holland Operations Manager  
Enviro-Clean Services, Inc



## RFP 23-04 Custodial 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, ☒ a corporation (please mark 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.

**DEBARMENT AND SUSPENSION:** 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





Ottawa County

RFP 23-04 Custodial 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: Enviro-Clean Service, Inc.

Contact Name and Title: Steve Koster VP of Operations/Human Resources

Mailing Address: 2457 112th Avenue

City, State and Zip Code: Holland, MI 49424

Phone Number: 616.392.3775 Fax Number: 616.395.0222

Email Address: steve.koster@enviro-clean.com

Website: www.enviro-clean.com

Federal Employer Identification Number: 382724695

The submission of a proposal hereunder shall be considered evidence that the vendor is satisfied with respect to the conditions to be encountered and the character, quantity, and quality of the work to be performed.

BY: \_\_\_\_\_ 11.22.22  
(Signature of Authorized Representative) Date

Steve Koster VP of Operations/Human Resources  
(Printed Name and Title of Authorized Representative)





Ottawa County

RFP 23-04 Custodial Services

**ATTACHMENT B – VENDOR REFERENCES AND QUESTIONNAIRE**

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	MillerKnoll (Herman Miller)	Contact Person	Todd Mesbergen
Contact Number		Contact Email	todd_mesbergen@hermanmiller.com
Project Description	We have performed custodial services for MillerKnoll (formally known as Herman Miller) for 10+ years at their 8 Michigan locations. Services range from general cleaning to floor work. We employ 48 employees total amongst all locations		

Reference 2			
Customer Name	Perrigo Co.	Contact Person	Jon Christman
Contact Number		Contact Email	Jonathan.Christman@perrigo.com
Project Description	We have performed custodial services for Perrigo for over 35 years, servicing more than 10 locations. These services also range from general cleaning to floor work. We employ 60 employees total amongst all locations		

Reference 3			
Customer Name	Holland Hospital	Contact Person	Josh VanLente
Contact Number		Contact Email	jvanlente@hollandhospital.org
Project Description	Performing custodial services to over 25 non-ambulatory Holland Hospital locations since 1996. We employ 28 employees total amongst all locations		



Ottawa County

RFP 23-04 Custodial Services

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**ATTACHMENT B – VENDOR REFERENCES AND QUESTIONNAIRE**

*Responses to the following questions must be submitted in the proposal and signed by an authorized Company representative. This RFP document is provided as a fillable form .pdf for all required attachments. Vendors may also complete all required attachments as a stand-alone response (written or typed).*

1. **VENDOR STATEMENT (EXPERIENCE AND QUALIFICATIONS)** – Please provide a brief history of your organization. How many years has the company been providing these services? How many active customers does your company currently have? How many active employees? Please describe your available resources and the capabilities you possess to provide housekeeping service with in-house staff as prescribed herein.

Enviro-Clean Services, Inc. is a Michigan-based company that has been providing cleaning services throughout the State for 45+ years. Starting in Holland, Enviro-Clean now cleans across Michigan and employs 1,500+ custodial specialists with much of that staff being employed full time.

Enviro-Clean currently is partnered with 150 active customers. Many of those customers are comprised of multiple locations totaling in 1,000+ facilities cleaned daily by Enviro-Clean staff.

Being based out of Holland gives Enviro-Clean a great advantage to servicing the Ottawa County Facilities. Taking on the additional work would not be a burden on our current resources. Enviro-Clean services many of the most prestigious employers in Ottawa County and understands the labor market and the Ottawa County building locations and how that can impact the ability to find and retain qualified staff.





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**ATTACHMENT B – VENDOR REFERENCES AND QUESTIONNAIRE – CONTINUED**

**2. STAFFING AND SUPERVISION – Please describe your company's approach on the following:**

- Before Job Placement: Explain the type of training that is provided to the employees prior to placing them on the job assignment.
- On the Job Training (OJT): Provide the duration of the training, what the training consists of, the credentials/qualifications of the instructor, etc.
- On- Going Training: Provide any on-going training that your company provides to employees; (i.e. weekly, quarterly, semi-annual training, attendance to seminars, certifications held, etc.);
- Health, Safety, & Environmental Protection: Include complete description of your company's Health, Safety, and Environmental Protection program, describe process for making employees aware of safety issues and procedures, and provide SDS sheets; and
- Supervision: Explain how employees are supervised while on the job. Provide information on how often Supervisor site visits occur (are these visits scheduled or are they impromptu?). Describe how employees are instructed on accountability in the company's chain of command. Provide information on how your company would verify that employees are performing the work as described. Provide a plan for quality assurance.

**Before Job Placement:**

Enviro-Clean's training starts in-house. New employees are instructed on the proven techniques that have made Enviro-Clean so successful. Our multi-faceted orientation training covers:

-Safety -Security Procedures -Green Cleaning  
-Job Specifications -General Housekeeping -Chemical Safety  
-Customer Service -Hazard Communication -Customer Interaction  
-Biohazard Clean-Up -Sign In/Out Procedures -Proper Attire

**On The Job Training:**

The in-depth on-site training that Enviro-Clean Employees receive is second to none. Each new employee is accompanied by a certified trainer. Day One, employees tour the facility and are introduced to chemicals and equipment and observe the Trainer performing the work. The next 3 days of training, Trainers and employees will perform work together and Trainers will address information in the "Tell, Show, Do" review manner. By the final day of training, the trainee will perform the bulk of the work under the Trainer's supervision. Based on the assignment, or Trainer's judgement, additional training may be required until employee is certified and consistently completes each task to the highest quality standard.

Based on assignment, training will cover the following topics in detail:

-Trash and recycling -Daily restroom cleaning -Detail cleaning  
-Dust mopping -Ergonomics -Safety  
-Infection control -Sanitation and disinfection -Job prep and cleanup  
-Café & break area cleaning -Vacuuming, sweeping, and mopping -Customer relations  
-Spot cleaning for windows - Carpet vacuuming and spot control



#### On-Going Training:

Enviro-Clean Managers all have unlimited access to Fred Pryor training. Managers are expected to attend 4 live events yearly and complete at least 4 classes online each month. Fred Pryor training is a series of classes that delve into vital managerial skills. Classes cover technical, supervision, management, and leadership skills.

Enviro-Clean's managers also are required to become RBSM (Registered Building Service Manager) certified within their first year of being an Enviro-Clean manager. RBSM is a certification offered by the Building Service Contractors Association International (BSCAI). Classes are offered on a regular basis and managers continually attend sessions all throughout their careers to enhance their skills. Operations managers are also to be RBSM certified and attend the national BSCAI show on an annual basis to attend classes and learn about upcoming information they can bring back to their managers and clients.

Onsite cleaning staff receive continuous training by management. Managers meet with each cleaner at a minimum of once monthly to go over any changes in tasks, items to improve, and any information regarding safe work practices that are relevant to their position, and to answer any questions they may have.

#### Health, Safety & Environmental Protection:

Safety is a top priority at Enviro-Clean and through dedication and hard work we have achieved a .56 mod rating for 2022. Enviro-Clean is committed to identifying and implementing practices that will avoid or reduce the chance of personal injury, property damage, or reduced productivity that results from a preventative incident. Enviro-Clean seeks to define, initiate and maintain programs, to prevent injuries and illnesses, and to protect employees, including the health and safety of those in your building. Enviro-Clean assures ongoing employee training and education in occupational health and safety, as this is essential to the success of the program.

Each Enviro-Clean manager is required to attend a monthly safety meeting held at the Holland office. Managers are also required to have a sub safety committee made up of people from their team that meets monthly to discuss safety concerns or near misses. This information is all made aware to the onsite cleaners during their monthly meeting with their managers. If there is an immediate danger that needs to be reported Enviro-Clean will send out a mass text, call employees, and leave a message on our call-in timekeeping system. SDS sheets are kept in closets at all locations for easy access in the event of an emergency.

#### Supervision:

Organization structure would be dependent upon the amount of work awarded. Normal organization structure is for there to be an Area Manager that reports into an Operations Manager. The Area Manager would have 1 to 2 Assistant Managers to help coordinate workload. All those positions are strictly management and would have no cleaning scheduled for them to complete. In addition to the management team, Enviro-Clean also employs trainers and support staff to make sure the upper management team can stay focused on delivering consistent quality service.

Managers and Assistant Managers conduct a minimum of once a month building inspections for each employee. Inspections measure building cleanliness and help deliver consistent quality service. The measure of performance is based on adherence to customer specifications and expectations against a "Zero Defects" standard. These are unscheduled visits that are performed with the employee. The goal is to help train employees on what items to look for during their daily routines so that they start to inspect their own work. Any deficiencies that are noted must be corrected by the employee.



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**ATTACHMENT B – VENDOR REFERENCES AND QUESTIONNAIRE – CONTINUED**

3. **CLEANING PROCESS:** Using the cleaning schedule provided in Exhibit A and referencing the “Cleanliness Quality” provided in the Scope of Work, provide descriptions of the cleaning processes that your company’s would provide for the services noted to meet the schedule and definition of “Cleanliness Quality”. Provide a list of equipment, including brand name, product number, and item description, that will be needed/utilized for these service(s). Provide information on the cleaning rags that will be used by employees in the cleaning process and the methods used to launder the cleaning rags. Provide a list of all supplies that will be needed/utilized for these service(s). Vendor must provide Safety Data Sheets for the supplies listed.

Enviro-Clean incorporates any combination of three methods when cleaning various facilities. The method utilized for a building is directly associated with the specific needs of each building. No matter which methods are utilized, Enviro-Clean will put together a custom plan for each area. This plan will not only take into consideration total square feet of space, floor types, work specifications, events, etc., but also the requirements of the staff in those buildings. The methods incorporated are the following and would adhere to the “Cleanliness Quality” as defined in the RFP:

**Team Cleaning**

The Team Cleaning approach is used in larger facilities where custodians perform only one task each night. This approach allows for “Specialists” within a particular discipline and is well suited for large buildings. In this scenario, a custodian’s job may be solely emptying trash, only cleaning restrooms, exclusively cleaning floors, or just cleaning hard surfaces. As performing a single task, day in and day out, can become monotonous, the tasks are periodically rotated. This allows for cross-training which creates a very flexible work force.

**Zone Cleaning**

Historically many facilities have cleaned their buildings using Zone Cleaning. When cleaning buildings with zone cleaning, a custodian is responsible for all tasks in one area or “zone” of the building. The same is true in a smaller building, but their zone may be the entire building. The custodian moves through their zone performing all tasks in the same area one at a time.

**Single Task Cleaning**

Single Task Cleaning is what Enviro-Clean refers to as a hybrid method that incorporates the best of both Team Cleaning and Zone Cleaning. This method is often utilized in smaller buildings. With Single Task Cleaning a custodian is responsible for an entire building and would clean the building as if they were performing each individual Team Cleaning task. First, they would work through the entire building only emptying trash. Second, they would clean all the restrooms in the building. Third, they might work through the entire building dusting and wiping down hard surfaces and finally, they would finish up doing all flooring surfaces in the building. This not only allows for efficient cleaning of the building but gives the custodian complete ownership of the cleaning process and end product.



Equipment- See Equipment section for equipment details.

Commercial Riding Chariot Vauums

iMop's

Commerical upright vacuums

Commerical Back Pack Vacuums

Cleaning Rags

Enviro-Clean uses microfiber rags for dusting and cleaning of hard surfaces such as desktops. All microfiber rags would be gathered and cleaned at our Holland office location. Restrooms would be cleaned using paper towel provided by Enviro-Clean.

Supplies- Daily Use

Sparkle (1:128) Glass, Multi-surface, Carpet Spotter.

This heavy-duty cleaner is safe on most hard surfaces. Sparkle provides a wide range of cleaning applications, including windows, metal, plastic, fiberglass and other hard surfaces.

Virex II 256 (1:256) Sanitizer for sanitizing of hard surfaces

A one-step quaternary-based disinfectant cleaner. Bactericidal, veridical and fungicidal. Kills MRSA and VRE. Meets blood borne pathogen standards for decontaminating blood and body fluids. Use in restrooms, medical areas, classrooms or anywhere that need disinfecting.

Stride (1:256) General Floor Cleaner.

A neutral cleaner concentrate formulated for everyday cleaning of floors. This product does not dull floor finishes, and does not require rinsing. Use with mop/bucket or auto scrubbers.

Crew Clinging Toilet Bowl Cleaner

9.25% HCl toilet bowl disinfectant cleaner. Thickened formula that clings to vertical surfaces. Effectively removes build-up of rust, lime and uric acid deposits. Green in color with a floral scent.

Mr. Clean Magic Eraser Cleaning Pads

Mr. Clean Magic Eraser Extra Durable Pads feature an innovative cleaning material that penetrates surface grooves where dirt and grime get trapped. Remove set-in dirt on stoves, refrigerators and other appliances. Clean scuff marks and dirt from walls, floors and doors. Magic Eraser Pads easily and thoroughly break up tough dirt with just water alone.





# Pacer 12/15 UE

12 and 15-inch Single-Motor  
Upright Vacuums



The Pacer 12/15 UE upright was designed to deliver value to your facility maintenance program on every conceivable level.

- **Performance** – A 1.7 HP vacuum motor and 3-stage HEPA filtration
- **Proper Ergonomics** – Adjustable handle height, ergonomic grip, transport handle and foam grip high up cleaning tube
- **Intuitive Use** – All the important touch points are colored green and the patented WAVE-LOK® filter bag and alignment mechanism assures the filter bag is securely installed every time.
- **IAQ Compliance** – CRI Seal of Approval, gold rating. Meets all requirements of the LEED-EBOM standard.
- **Ease of Maintenance** - No tools required to replace brush or cord. Full bag indicator light. Thermally protected motor. Mechanical clutch protects brush and belt, if jammed. Patented WAVE-LOK® filter bag and alignment mechanism allows for easy bag removal, even if overfilled.
- **Versatility** – Low profile for easy vacuuming underneath furniture and fixtures. Extension wand reaches over 10' above the floor. 3" round brush and 10" crevice tool with onboard storage.

**NSS Enterprises, Inc.**  
3115 Frenchmens Road  
Toledo, Ohio 43607-2958  
USA  
[www.nss.com](http://www.nss.com)



Printed on Green Seal® certified  
paper that contains 30% recycled  
post-consumer fiber.

# Pacer 12/15 UE Specifications

<b>Brush</b>	Chevron style brush
<b>Motor</b>	2-stage, 9 amps @ 120V
<b>Type</b>	1.7 HP (1260 watts)
<b>Air Flow</b>	Maximum 100 CFM (47 l/sec)
<b>Waterlift</b>	92 in

<b>Filtration</b>	3-stage — Top-filled, two-ply poly-lined filter bag, motor filter, and HEPA exhaust filter
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<b>Switches &amp; Controls</b>	Rocker on/off switch and bag full indicator light
--------------------------------	---

<b>Cord</b>	40 ft (12 m) 16-3 SJT safety yellow, also available 25-ft cord (Pacer 12 H)
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<b>Construction</b>	Composite Polypropylene body and base
---------------------	---------------------------------------

<b>Bag Capacity</b>	5.0 quarts dry (5.5 l)
---------------------	------------------------

<b>Cleaning Path</b>	
12 UE	12 in (30 cm)
15 UE	15 in (38 cm)

<b>Sound Level</b>	67 dBA (ISO 11201)
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<b>Total Vibration</b>	1.96 m/s <sup>2</sup> (ISO 5349-1)
------------------------	------------------------------------

## Dimensions

Height	48.75 in (125 cm)
Width 12 UE	12.5 in (32 cm)
Width 15 UE	15.5 in (39 cm)
Weight 12 UE	19 lbs (8.6 kg)
Weight 15 UE	19.6 lbs (8.9 kg)

<b>Shipping Weight</b>	23 lbs (10.4 kg) max
------------------------	----------------------

<b>Warranty</b>	2 years, including belt, excluding wear items
-----------------	---

<b>Productivity</b>	12 UE 2,239 sq ft per hour (208 m <sup>2</sup> ) 15 UE 2,799 sq ft per hour (260 m <sup>2</sup> )
---------------------	--

## WAVE-LOK®

The patented WAVE-LOK® filter bag and alignment mechanism ensures secure bag installation every time. WAVE-LOK eliminates dirt and dust leakage due to improper bag installation. WAVE-LOK also ensures easy bag removal, even if overfilled.

US Patent 8,439,997, D664317  
Trademark 85/328511



**NSS Enterprises, Inc.**  
3115 Frenchmens Road  
Toledo, OH 43607-2958  
USA

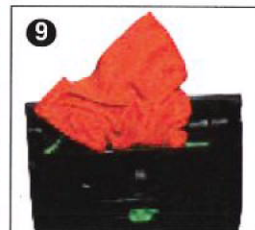
P: (800) 677-1663  
F: (419) 531-3761

mailus@nss.com  
www.nss.com

Specifications subject to change without notice.



- 1 Enclosed handle allows for a relaxed grip during operation.
- 2 Built-in extension hose and wand make above-the-floor cleaning a snap.
- 3 Patented WAVE-LOK® ensures secure bag installation every time. WAVE-LOK also ensures easy bag removal, even if overfilled.
- 4 Brush adjustment dial on the base allows for instant carpet pile adjustments.
- 5 Chevron-style brush is built for tough commercial use, and is easily removed for replacement.
- 6 Shock-absorbing wheels keep the vacuum quiet on rough surfaces.
- 7 The handle is adjustable for different height operators.
- 8 "Pig tail" type cord connection makes changing power cord easy.
- 9 A mechanical clutch protects the drive belt from breaking if the brush gets jammed.



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CREATING A CLEANER, SAFER, HEALTHIER WORLD.



# Scrubber

Performance of a scrubber with the mobility of a mop





# Change the way you think about cleaning...

## meet the i-mop

Over 70% of floors are still cleaned with a mop & bucket. It is time to think differently about cleaning. Mop & buckets are highly maneuverable however they have many issues:

- Extremely labor intensive
- Primarily spread dirt around instead of removing
- Pose slip & fall risks due to wet floors

**The patented i-mop combines the maneuverability of the mop with the performance of a traditional scrubber. The i-mop:**

- greatly reduces labor costs, up to 10 times faster than a mop & bucket
- dramatically reduces water & chemical consumption
- delivers extremely clean floors with high mechanical agitation
- leaves nearly instantaneous dry floors with water recovery

**The i-mop was designed to:**

- work in tight spaces and underneath obstacles with its 360 degree handle
- have unlimited mobility with a foldable scrub deck & transport wheels, light enough to pick up
- be simple with easy & intuitive controls for first time scrubber operators



## Dual, counter rotating brushes

### Twin Brushes

Counter-rotation of twin brushes pushes solution toward center, rather than splashing off to the side of the machine.

### Unique Brush Design

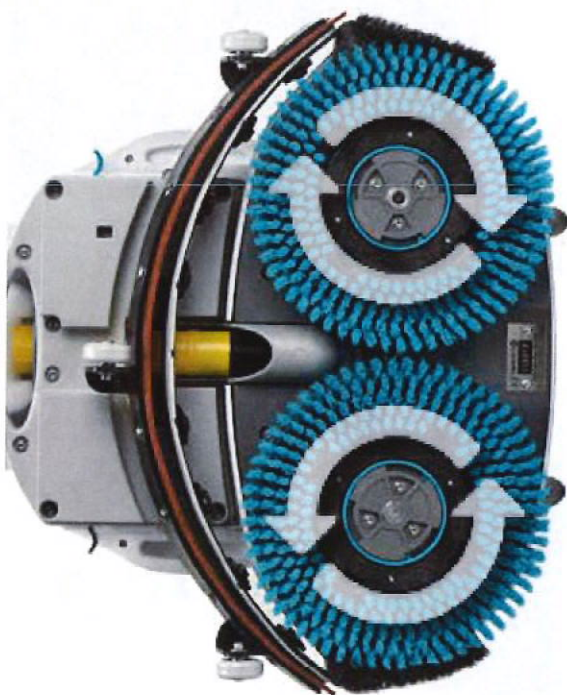
Channels that constantly push solution towards – not away from center. Plus, concentrically stepped bristles trap fluid and prevent splashing.

### Squeegee System Design

Placement of squeegee under weight of equipment creates pressure against uneven floor surfaces for better fluid recapture.

### Squeegee Location

Location of squeegee immediately behind brushes (vs. behind wheels) retrieves fluid before its fans out to sides.





### Simple, intuitive controls

Obvious operation – easy to train



### Easy swivel operation – even with one hand

No balancing act, pushing or straining— as easy to operate as a mop



### Detachable tanks for cleaning solution & recovery water

Easy to replace or change clean solution on the fly, easy to empty recovery water in any sink, virtually no down time



### Heavy-duty hinge for 360° steering

Highly maneuverable in small spaces around obstacles and under furniture



### Rechargeable modular battery packs

Continuous run-time by swapping out and recharging with an extra set of batteries



### Powerful 350 RPM motors

Up to twice the speed of many conventional disk scrubbers



### Easy transport wheels

Easily transportable between different areas, levels and buildings



### Full-size heavy-duty deck

High productivity – i-mop XL cleans & dries 1,000 sq ft of obstructed space in less than 5 minutes



### Low profile & folding design

Fits under furniture and counters and gets into tight spaces. Deck folds for narrow storage.







# GoFree® Flex Pro

WORK WITHOUT RESTRICTIONS

Approx. 75 minutes of runtime - Our longest runtime yet brings unparalleled productivity.



# JOIN THE MOVEMENT

## New and Improved

The enhanced GoFree Flex Pro is one of the lightest battery backpacks on the market and includes an upgraded FlexFit® Articulating Harness. Thicker back and shoulder pads create more comfortable contact points, so cleaners can vacuum longer with greater comfort. Easy adjustments allow for an ergonomic fit on a wide range of body types.

Suited to challenging environments, the GoFree Flex Pro cleans stairwells, high places, and around obstacles without tethering the cleaner to the nearest outlet. In high-traffic areas or 24-hour facilities, the GoFree Flex Pro can move among building occupants without presenting a tripping hazard. Running at only 63.7 decibels, it cleans without disturbing conversations nearby.

## FREEDOM OF MOVEMENT



	GoFree Flex Pro
Airflow	78 CFM
Static Lift	54 in
Power	360 W, 36 Volts DC
Decibel	63.7 dBA
Capacity	6 qt. / 6.6 L
ProLevel™ Filtration	1054 sq. in total area
Warranty	3 years - parts, labor 2 years - motor, battery & charger Lifetime - molded body parts
Battery Type	Lithium Ion
Charge Cycles	up to 850
Certification	UL Listed to US and Canadian safety standards.
Weight	18 lbs.
Approx. Runtime	75 min.
Approx. Charge Time	2.5 - 3 hrs to full charge

PERFORMANCE SPECS BASED ON MOTOR SPECS



[proteam.emerson.com](http://proteam.emerson.com)



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As a Proud Partner, ProTeam supports the American Lung Association's clean indoor air initiatives. The American Lung Association does not endorse products.



# THE FUTURE OF EFFI

Unequaled Comfort in a Battery Pow

**BETTER BALANCE**  
move more confidently and  
comfortably with our lightest  
cordless unit

**FREEDOM OF MOVEMENT**  
articulating FlexFit harness is  
responsive to the motion of the user's  
shoulders, back and hips—increasing  
comfort and reducing fatigue

**CORDLESS CONVENIENCE**  
set yourself free from the restriction  
of a cord and eliminate cord  
management tasks

## THE MOVEMENT IS HERE

You've never cleaned like this before.

The enhanced GoFree® Flex Pro with new state-of-the-art Lithium Ion battery and approximate **75-minute runtime**. The GoFree Flex Pro cordless backpack vacuum now cleans **30% faster** than a corded backpack and **5x faster** than an upright vacuum. Durable, reliable, and more comfortable than ever, the GoFree Flex Pro provides ultimate cleaning freedom.





# CIENCY IS HERE

## ered Backpack Vacuum

### LIGHTWEIGHT

at only 18 pounds, the GoFree Flex Pro is one of the lightest battery backpacks on the market

### LONGER-LASTING BATTERY PERFORMANCE

Lithium Ion battery and control circuit for state-of-the-art performance

NOTICEABLY QUIETER  
only 63.7 dBA

### REDUCED EMISSIONS

easy access post-motor HEPA media filters capture and contain microscopic particulate and carbon motor dust

### FAST CHARGE

battery reaches optimum charge in just 2.5-3 hours so you can get up and GoFree again and again

### LONGER RUNTIME

no other battery backpack compares to the GoFree's approximate 75-minute runtime

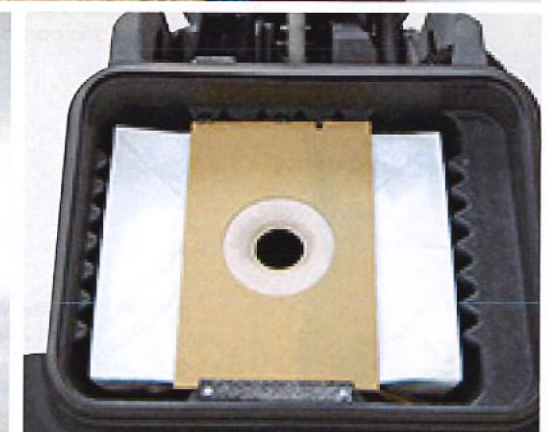
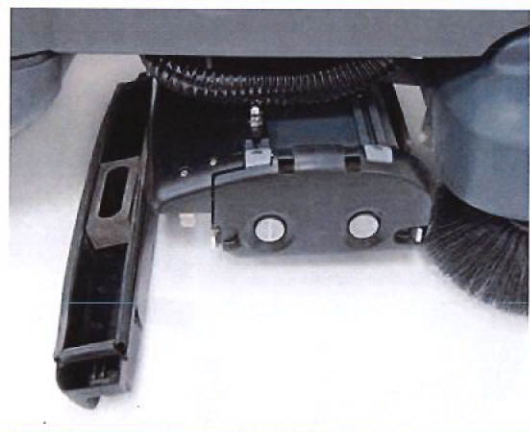
EASY-TO-READ CHARGE STATUS  
a lighted display allows you to see charge levels on-the-go





# KÄRCHER

makes a difference



## VACUUM ALL FLOORS QUICKLY WITH THE STAND-ON CHARIOT IVAC.

The reliable, durable, serviceable vac with HEPA filtration.

PROFESSIONAL | CHARIOT™ 2 IVAC 24 ATV



# Imagine how easily and quickly you can vacuum with a Chariot™

Vacuum areas of hard and soft floors quickly with the Chariot 2 iVac 24 ATV. This vacuum is a high-performance, multi-surface cleaning HEPA stand-on commercial vacuum designed for increased productivity and maneuverability on hard and soft floors. In applications where a sweeper, wide-area vacuum or dust mop can be used, the Chariot 2 iVac ATV HEPA vacuum is all you need.



## 1 Productive

- Design and size that provides remarkable maneuverability, and best-in-industry 360° visibility
- Chariot™ stand-on productivity
- 24-inch cleaning path is the right-size for multiple applications
- Increase your productivity in applications where a sweeper, wide area vacuum, back pack vacuum or dust mop are currently utilized

## 2 Easy to use

- Simple, intuitive control panel
- Battery operated, reducing trip and falls while increasing productivity
- Easy no-tool removal of the universal counter-rotating brushes
- Convenient on-board tool storage compartment

## 3 Versatile

- Vacuums carpet, tile, wood, concrete, stone, rubber, VCT
- HEPA filtration standard
- Captures large debris in a vacuum tray, preventing clogs
- Standard 10-foot hose and hand tools for off-aisle cleaning
- 68 dBA, quieter than a traditional wide-area vacuum with the same pick-up and performance



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**ATTACHMENT B – VENDOR REFERENCES AND QUESTIONNAIRE – CONTINUED**

4. **WORK PLAN / EMPLOYEE RETENTION:** Provide a plan that outlines how each location listed would be serviced, including number and responsibility of staff, level of supervision, and estimated time to complete (hours that staff will be cleaning). Include information on transition and implementation of service (either as a new contractor or as the current contractor transiting to a new contractor). Describe your companies' employee retention strategy, especially how it would relate to retaining staff at the more remote Administration Building located in West Olive. Describe maintenance of employee records including staffing locations, background check updates, etc.

**Staffing Plan**

Please see the staffing plan below.

**Transitioning Into A New Facility**

It is understood that the initial transition into a new facility is critical for Enviro-Clean's success. Enviro-Clean utilizes a highly skilled and experienced Transition Team to make sure the conversion is smooth. Enviro-Clean has a core group of Managers and Trainers ready to go at a moment's notice. Enviro-Clean's team will work with Facility Representatives to customize a plan best suited for your facility. Each step of the way is highly detailed to ensure nothing is missed or overlooked.

**Recruitment & Retention:**

Enviro-Clean's Human Resources team is a tight knit team that is constantly changing and adapting. Weekly meetings are held with the Recruiters, Operations Managers, and Directors to assure there is a 100% unified effort. Various changes are implemented on a weekly basis and results are measured. Due to the challenging labor market, Enviro-Clean's recruiting effort is fluid, unified and consistently of highest priority. In parallel with recruiting, Enviro-Clean has a dedicated focus on retention of team members. Constant manager training and team building helps managers remember the importance of building their team and building relationships with their team members. All employees receive solid training, good job layouts and will receive new equipment to complete their job. Building the community and respect of team members is a driving focus.

Below is a list of benefits offered to Enviro-Clean employees:

-Annual Raises	-Full Time Positions	-Health Insurance
-Paid Time Off	-401K	-Dental Plan
-Holiday Pay	-Life Insurance	-Paid Uniforms
-Flexible Schedules	-Weekly Pay	-Attendance Bonus

With strong presence in the area, Enviro-Clean feels confident in our ability to recruit and retain great local employees for the Ottawa County facilities.

**Employee Records**

All employee records would be housed at our corporate office in Holland



## Staffing Table

Facility #	Facility Name	Number of employees	Base Wage	Supervision	Monthly Hours
1	Grand Haven - Courthouse	6	\$ 18.00	Manager onsite at least 1x/week	377
3	Grand Haven - Human Services Building	1	\$ 18.00	Manager onsite at least 1x/week	33
6	Holland Community Mental Health (CMH) and Administrative Offices	2	\$ 18.00	Manager onsite at least 1x/week	117
7	Holland Public Health Building C	2	\$ 18.00	Manager onsite at least 1x/week	117
8	Holland Health & Human Services Bldg	3	\$ 16.00	Manager onsite at least 1x/week	271
9	CMH Building B	1	\$ 18.00	Manager onsite at least 1x/week	98
10	Holland - District Court	2	\$ 16.00	Manager onsite at least 1x/week	195



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**ATTACHMENT B – VENDOR REFERENCES AND QUESTIONNAIRE – CONTINUED**

5. **QUALITY ASSURANCE / CUSTOMER SERVICE:** Please describe your company's approach on the following:
- **Quality Assurance:** Please describe how your company would verify that staff adequately performs work for delivery of the service(s) described under this RFP. Also, include who within your company inspects, approves, and verifies delivery of service(s) and how corrective actions with staff are implemented.
  - **Customer Service:** Please describe your companies' process for responding to customer complaints and verifying customer satisfaction and acceptance of service delivery.

**Quality Assurance**

Through Enviro-Clean's relationships with key personnel, requirements and expectations are identified, and effective processes are developed to meet those requirements and expectations.

Enviro-Clean Managers and Assistant Managers inspect and score the quality of work performed on a monthly basis. These inspections measure building cleanliness and help to deliver consistent quality service. Inspection results serve as the basis for process improvements, operational changes, corrective actions, and employee training and re-training.

Enviro-Clean believes that for the success of any contract it is vital to have healthy open communication. Enviro-Clean would advocate for monthly face-to-face meetings between each administrator and the Enviro-Clean Contract Manager. A quarterly meeting between the Operations Manager and Ottawa County representations would also be advantageous.

**Customer Service**

Enviro-Clean customers receive uncompromising, quality service and quick response to all requests. Requests to the Primary Manager will be shared with Enviro-Clean Management and our team assesses and works to resolve the issue. These Requests are tracked from start to completion and not completed until the customer is satisfied. Enviro-Clean recognizes that effective communication with all stakeholders is vital in maintaining healthy relationships and ensuring that requirements and expectations are met or exceeded.



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**ATTACHMENT B – VENDOR REFERENCES AND QUESTIONNAIRE – CONTINUED**

6. OTHER INFORMATION – Include any other information that would be helpful to the County. Vendors are encouraged to identify additional features that could be provided that may have missed in the Scope of Work. Vendors are encouraged to describe any other fees, costs, or expenses (including any annual cost increases).

Cost Reduction Ideas;  
Centralized Trash  
Bi-Weekly detail vacuuming  
Bi-Weekly Dusting

Consumables (toilet paper, paper towel, hand soap, trash liners etc.)  
We often find that we can provide our customers with consumables for lower costs due to our bulk purchasing. This also helps eliminate tasks that a county employee would be responsible for. (Taking inventory, ordering, invoicing, restocking, etc.)  
We would be happy to provide pricing if interested.

Special Services  
We have a team made up of 20+ floor, carpet and glass specialists in the Holland Area. We would be happy to provide pricing outside of this scope of work for such services.

Insurance  
This proposal is based on providing health insurance to those that qualify. Because that cost is a variable, we have found it best to bill this separately as a straight pass through. Although health coverage can just look like an extra cost, there is certainly a direct connection to those who participate in the health coverage and turnover. Those who participate are typically longer-term team members. The per participant cost would be approximately \$135.00 per participant per month.

Annual Wage Review  
For years 2 and 3 of this agreement, billing will be adjusted by the lesser of 3% or the percentage change in the Employee Cost Index for Private Industry Workers, Wages and Salaries (not seasonally adjusted). This increase is to account for pay rate increases to keep up with the changes in the market.





Ottawa County

RFP 23-04 Custodial Services

**ATTACHMENT C – PROPOSAL PRICING FORM –  
CHANGE TO NUMBER OF DAYS OF SERVICE**

*The undersigned hereby agrees to perform all work in accordance with the specifications, terms, and conditions of the County's Request for Proposal 23-04 for the costs described below.*

*Request to provide revised pricing only for locations listed due to proposed change in project scope*

*(Annual Cost for Three (3) Days/week of Service – Exhibit 1 attached).*

*All other fees / pricing previously submitted for locations not listed shall remain the same.*

**PRICING BY LOCATION:**

Complete the pricing by location.

Location	Daily Cost (US\$)	Annual Cost for Three (3) Days/Week Service (US\$)
Grand Haven Courthouse 414 Washington Ave, Grand Haven, MI 49417	\$859.90	\$134,133.65
<del>Grand Haven Public Health Building 1207 S Beechtree, Grand Haven, MI 49417</del>	No longer part of scope of work	No longer part of scope of work
Grand Haven Human Services Building 1111 Fulton Ave, Grand Haven, MI 49417	\$71.43	\$11,142.86
Holland CMH Building A 12265 James St Holland, MI 49424	\$261.31	\$40,761.29
Holland Public Health Building C 12251 James St, Holland, MI 49424	\$261.31	\$40,761.29
Holland Health & Human Services Building D 12185 James St, Holland, MI 49423	\$326.72	\$84,941.04 5 Days/Week
Holland CMH Building B 12263 James St, Holland, MI 49424	\$227.08	\$35,421.22
Holland District Court 95 West 8 <sup>th</sup> St, Holland, MI 49426	\$240.03	\$62,403.68 5 Days/Week
<b>TOTAL (Daily Cost and Annual Cost)</b>	\$2,625.35 Estimated	\$409,554.03 Estimated

BY: Steve Koster  
(Signature of Authorized Representative)

12-22-22  
Date

Steve Koster VP of Operations  
(Printed Name and Title of Authorized Representative)

**EXHIBIT 1 – CLEANING SCHEDULE – FREQUENCY 3 X WEEK (MONDAY, WEDNESDAY, FRIDAY)**

ENTRANCE LOBBY AND COMMON AREAS	
	FREQUENCY **
Vacuum high traffic carpeted areas including walk off mats, inspect and spot vacuum as needed	3 X Week
Vacuum carpeted areas including walk off mats from “wall edge to wall edge” to be done once a week (Areas for edge to edge vacuum can be scheduled on a rotating basis during week)	1 X WEEK
Dust all horizontal surfaces; straighten media on tables	3 X Week
Spot clean walls, doors, doorframes and kick plates	3 X Week
Spot clean all interior glass	3 X Week
Remove all trash to collection point and replace liners as needed	3 X Week
Remove all shared recycling to collection point, bagged and sorted, and replace liners as needed	3 X Week
Sweep and/or dust mop all hard surface flooring to remove loose debris	3 X Week
Damp mop all hard surface flooring to remove soil and spills	3 X Week
Wet wipe horizontal surfaces and waste receptacles as needed to remove spills	3 X Week
Vacuum and inspect all upholstered furniture and spot clean as needed	3 X Week
Thoroughly clean all door glass to remove fingerprints and smudges	3 X Week
Clean, sanitize and polish all drinking fountains	3 X Week

HALLWAYS AND CORRIDORS	
	FREQUENCY **
Vacuum all carpeted areas, inspect and <b>spot</b> vacuum as needed	3 X Week
Vacuum carpeted areas including walk off mats from “wall edge to wall edge” to be done once a week (Areas for edge to edge vacuum can be scheduled on a rotating basis during week)	1 X Week
Dust, mop and/or sweep all hard surface flooring to remove loose debris	3 X Week
Damp mop all hard surface flooring to remove soil and spills	3 X Week
Remove trash to collection point, replace liners as needed	3 X Week
Spot clean walls, doorframes, doors, kick plates and baseboards	3 X Week
Dust and/or damp wipe horizontal surfaces as needed	3 X Week
Clean, disinfect and polish all drinking fountains	3 X Week

OFFICES, CONFERENCE ROOMS, MEETING ROOM AND MAIL ROOMS	
	FREQUENCY **
Vacuum all carpeted areas, inspect and spot clean as needed	3 X Week
Vacuum carpeted areas including walk off mats from “wall edge to wall edge” to be done once a week (Areas for edge to edge vacuum can be scheduled on a rotating basis during week)	1 X Week
Dust, mop and/or sweep all hard surface flooring to remove loose debris	3 X Week
Damp mop hard surface flooring to remove soil and spills	3 X Week
Remove all trash to designated area, replace liners as needed	3 X Week
Remove all shared recycling to collection point, bagged and sorted, and replace liners as needed	3 X Week
Dust and/or damp wipe horizontal surfaces as needed	3 X Week
Clean, disinfect and polish all drinking fountains	3 X Week
Spot clean all interior glass to remove fingerprints and smudges	3 X Week
Vacuum all upholstered furniture, inspect and spot clean as needed	3 X Week
Spot clean walls, doorframes and kick plates	3 X Week
Restock paper supplies	3 X Week





Ottawa County

RFP 23-04 Custodial Services

EXHIBIT 1 – CLEANING SCHEDULE, continued

STAIRWAYS, LANDINGS AND ELEVATORS	
	FREQUENCY **
Dust, mop and/or sweep all hard surface flooring to remove loose debris	3 X Week
Damp mop hard surface flooring to remove soil and spills	3 X Week
Vacuum all high traffic carpeted areas, inspect and spot clean as needed	3 X Week
Dust all vertical and horizontal surfaces and handrails	3 X Week
Dust and/or damp wipe horizontal surfaces as needed	3 X Week
Thoroughly clean and polish all stainless steel to remove fingerprints and smudges	3 X Week
Vacuum door track to remove loose debris	3 X Week

RESTROOMS, LOCKER ROOMS AND SHOWERS	
	FREQUENCY **
Clean, disinfect and polish all dispensers and fixtures	3 X Week
Clean and disinfect all showers, basins, counters, toilets and urinals, inside and out	3 X Week
Spot clean and disinfect walls, partitions, doors and doorframes, baseboards, kick plates and light switches	3 X Week
Dust, mop and/or sweep hard surface flooring to remove loose debris	3 X Week
Damp mop hard surface flooring with a disinfectant and rinse	3 X Week
Clean and polish all chrome, stainless and bright work	3 X Week
Stock all towels, tissue and hand soap	3 X Week
Remove all trash/recycling to collection point, bagged and sorted, and replace liners as needed	3 X Week
Damp wipe all horizontal surfaces with a disinfectant	3 X Week
Vacuum and spot clean any carpeted areas or runners	3 X Week

BREAKROOMS, LUNCH ROOMS, LOUNGES AND CAFETERIAS	
	FREQUENCY **
Dust, mop and/or sweep all hard surface flooring to remove loose debris	3 X Week
Damp mop hard surface flooring to remove soil and spills	3 X Week
Vacuum all high traffic carpeted areas, inspect and spot clean as needed	3 X Week
Wipe down all counters and tables with disinfectant	3 X Week
Clean, disinfect and polish sinks and back splash areas	3 X Week
Wipe down exterior of appliances and/or vending machines	3 X Week
Clean interior and exterior of microwave ovens	3 X Week
Clean exterior of refrigerators	3 X Week
Dust all accessible horizontal surfaces	3 X Week
Remove all trash/recycling to collection point, bagged and sorted and replace liners as needed	3 X Week
Spot clean walls, doors, doorframes and kick plates	3 X Week
Restock paper supplies	3 X Week
Clean and disinfect showers	3 X Week





Ottawa County

RFP 23-04 Custodial Services

EXHIBIT 1 – CLEANING SCHEDULE, continued

EXERCISE ROOMS	
	FREQUENCY **
Clean and disinfect all commonly touched areas of equipment found in these room	3 X Week
Dust, mop and/or sweep hard surface flooring to remove loose debris	3 X Week
Damp mop hard surface flooring with a disinfectant and rinse	3 X Week
Clean and disinfect all rubber flooring with a disinfectant and rinse	3 X Week
Stock all towels, tissue and hand soap	3 X Week
Remove all trash/ recycling to collection point and replace liners as needed	3 X Week
Damp wipe all horizontal surfaces with a disinfectant	3 X Week
Vacuum and spot clean any carpeted areas or runners	3 X Week
Clean, sanitize and polish all drinking fountains	3 X Week

WEEKLY CLEANING SCHEDULE

All Areas	
	FREQUENCY
Thoroughly clean all entrance glass	1 X Week
Dust all accessible high and low surfaces not reached in previous schedule	1 X Week
Clean all horizontal surfaces i.e., window ledges, stair handrails	1 X Week

MONTHLY CLEANING SCHEDULE

All Areas	
	FREQUENCY
Vacuum all accessible air vents to remove build up	1 X Month

\*\* Frequency dependent on number of days a week cleaning services occur per facility. Please reference pricing proposal form for additional information.



Ottawa County

## RFP 23-04 Custodial Services

### EXHIBIT 1 – CLEANING SCHEDULE

ENTRANCE LOBBY AND COMMON AREAS	
	FREQUENCY **
Vacuum high traffic carpeted areas including walk off mats, inspect and spot vacuum as needed	5 X Week
Vacuum carpeted areas including walk off mats from "wall edge to wall edge" to be done once a week (Areas for edge to edge vacuum can be scheduled on a rotating basis during week)	1 X WEEK
Dust all horizontal surfaces; straighten media on tables	5 X Week
Spot clean walls, doors, doorframes and kick plates	5 X Week
Spot clean all interior glass	5 X Week
Remove all trash to collection point and replace liners as needed	5 X Week
Remove all shared recycling to collection point, bagged and sorted, and replace liners as needed	5 X Week
Sweep and/or dust mop all hard surface flooring to remove loose debris	5 X Week
Damp mop all hard surface flooring to remove soil and spills	5 X Week
Wet wipe horizontal surfaces and waste receptacles as needed to remove spills	5 X Week
Vacuum and inspect all upholstered furniture and spot clean as needed	5 X Week
Thoroughly clean all door glass to remove fingerprints and smudges	5 X Week
Clean, sanitize and polish all drinking fountains	5 X Week

HALLWAYS AND CORRIDORS	
	FREQUENCY **
Vacuum all carpeted areas, inspect and spot vacuum as needed	5 X Week
Vacuum carpeted areas including walk off mats from "wall edge to wall edge" to be done once a week (Areas for edge to edge vacuum can be scheduled on a rotating basis during week)	1 X Week
Dust, mop and/or sweep all hard surface flooring to remove loose debris	5 X Week
Damp mop all hard surface flooring to remove soil and spills	5 X Week
Remove trash to collection point, replace liners as needed	5 X Week
Spot clean walls, doorframes, doors, kick plates and baseboards	5 X Week
Dust and/or damp wipe horizontal surfaces as needed	5 X Week
Clean, disinfect and polish all drinking fountains	5 X Week

OFFICES, CONFERENCE ROOMS, MEETING ROOM AND MAIL ROOMS	
	FREQUENCY **
Vacuum all carpeted areas, inspect and spot clean as needed	5 X Week
Vacuum carpeted areas including walk off mats from "wall edge to wall edge" to be done once a week (Areas for edge to edge vacuum can be scheduled on a rotating basis during week)	1 X Week
Dust, mop and/or sweep all hard surface flooring to remove loose debris	5 X Week
Damp mop hard surface flooring to remove soil and spills	5 X Week
Remove all trash to designated area, replace liners as needed	5 X Week
Remove all shared recycling to collection point, bagged and sorted, and replace liners as needed	5 X Week
Dust and/or damp wipe horizontal surfaces as needed	5 X Week
Clean, disinfect and polish all drinking fountains	5 X Week
Spot clean all interior glass to remove fingerprints and smudges	5 X Week
Vacuum all upholstered furniture, inspect and spot clean as needed	5 X Week
Spot clean walls, doorframes and kick plates	5 X Week
Restock paper supplies	5 X Week



**EXHIBIT 1 – CLEANING SCHEDULE, continued**

<b>STAIRWAYS, LANDINGS AND ELEVATORS</b>	
	<b>FREQUENCY **</b>
Dust, mop and/or sweep all hard surface flooring to remove loose debris	5 X Week
Damp mop hard surface flooring to remove soil and spills	5 X Week
Vacuum all high traffic carpeted areas, inspect and spot clean as needed	5 X Week
Dust all vertical and horizontal surfaces and handrails	5 X Week
Dust and/or damp wipe horizontal surfaces as needed	5 X Week
Thoroughly clean and polish all stainless steel to remove fingerprints and smudges	5 X Week
Vacuum door track to remove loose debris	5 X Week

<b>RESTROOMS, LOCKER ROOMS AND SHOWERS</b>	
	<b>FREQUENCY **</b>
Clean, disinfect and polish all dispensers and fixtures	5 X Week
Clean and disinfect all showers, basins, counters, toilets and urinals, inside and out	5 X Week
Spot clean and disinfect walls, partitions, doors and doorframes, baseboards, kick plates and light switches	5 X Week
Dust, mop and/or sweep hard surface flooring to remove loose debris	5 X Week
Damp mop hard surface flooring with a disinfectant and rinse	5 X Week
Clean and polish all chrome, stainless and bright work	5 X Week
Stock all towels, tissue and hand soap	5 X Week
Remove all trash/recycling to collection point, bagged and sorted, and replace liners as needed	5 X Week
Damp wipe all horizontal surfaces with a disinfectant	5 X Week
Vacuum and spot clean any carpeted areas or runners	5 X Week

<b>BREAKROOMS, LUNCH ROOMS, LOUNGES AND CAFETERIAS</b>	
	<b>FREQUENCY **</b>
Dust, mop and/or sweep all hard surface flooring to remove loose debris	5 X Week
Damp mop hard surface flooring to remove soil and spills	5 X Week
Vacuum all high traffic carpeted areas, inspect and spot clean as needed	5 X Week
Wipe down all counters and tables with disinfectant	5 X Week
Clean, disinfect and polish sinks and back splash areas	5 X Week
Wipe down exterior of appliances and/or vending machines	5 X Week
Clean interior and exterior of microwave ovens	5 X Week
Clean exterior of refrigerators	5 X Week
Dust all accessible horizontal surfaces	5 X Week
Remove all trash/recycling to collection point, bagged and sorted and replace liners as needed	5 X Week
Spot clean walls, doors, doorframes and kick plates	5 X Week
Restock paper supplies	5 X Week
Clean and disinfect showers	5 X Week





EXHIBIT 1 – CLEANING SCHEDULE, continued

EXERCISE ROOMS	
	FREQUENCY **
Clean and disinfect all commonly touched areas of equipment found in these room	5 X Week
Dust, mop and/or sweep hard surface flooring to remove loose debris	5 X Week
Damp mop hard surface flooring with a disinfectant and rinse	5 X Week
Clean and disinfect all rubber flooring with a disinfectant and rinse	5 X Week
Stock all towels, tissue and hand soap	5 X Week
Remove all trash/ recycling to collection point and replace liners as needed	5 X Week
Damp wipe all horizontal surfaces with a disinfectant	5 X Week
Vacuum and spot clean any carpeted areas or runners	5 X Week
Clean, sanitize and polish all drinking fountains	5 X Week

WEEKLY CLEANING SCHEDULE

All Areas	
	FREQUENCY
Thoroughly clean all entrance glass	1 X Week
Dust all accessible high and low surfaces not reached in previous schedule	1 X Week
Clean all horizontal surfaces i.e., window ledges, stair handrails	1 X Week

MONTHLY CLEANING SCHEDULE

All Areas	
	FREQUENCY
Vacuum all accessible air vents to remove build up	1 X Month

\*\* Frequency dependent on number of days a week cleaning services occur per facility. Please reference pricing proposal form for additional information.



# County of Ottawa

*Fiscal Service-Purchasing*

Exhibit C

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

(616) 738-4670  
Fax (616) 738-4897

## VENDOR INSURANCE REQUIREMENTS / REQUEST

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

### WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation Limits	Michigan Statutory
Employers' Liability Limits	\$500,000 Each Accident
	\$500,000 Each Employee
	\$500,000 Aggregate Injury by Disease

### COMMERCIAL GENERAL LIABILITY

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
There shall be no Products/Completed Operations or Contractual Liability exclusion.	
The General Aggregate limit shall apply separately per location or project.	

### AUTOMOBILE (if applicable)

Residual Liability Limit	\$1,000,000 Each Accident
Personal Injury Protection	Michigan Statutory
Property Protection	Michigan Statutory

### PROFESSIONAL LIABILITY (if applicable)

Limit of Liability	\$2,500,000 Aggregate Limit
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Please provide a **certificate of insurance** detailing your coverage which meets the above requirements. These coverages shall protect the vendor, its employees, agents, representatives, and subcontractors against claims arising out of the work performed or products provided.

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

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

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

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



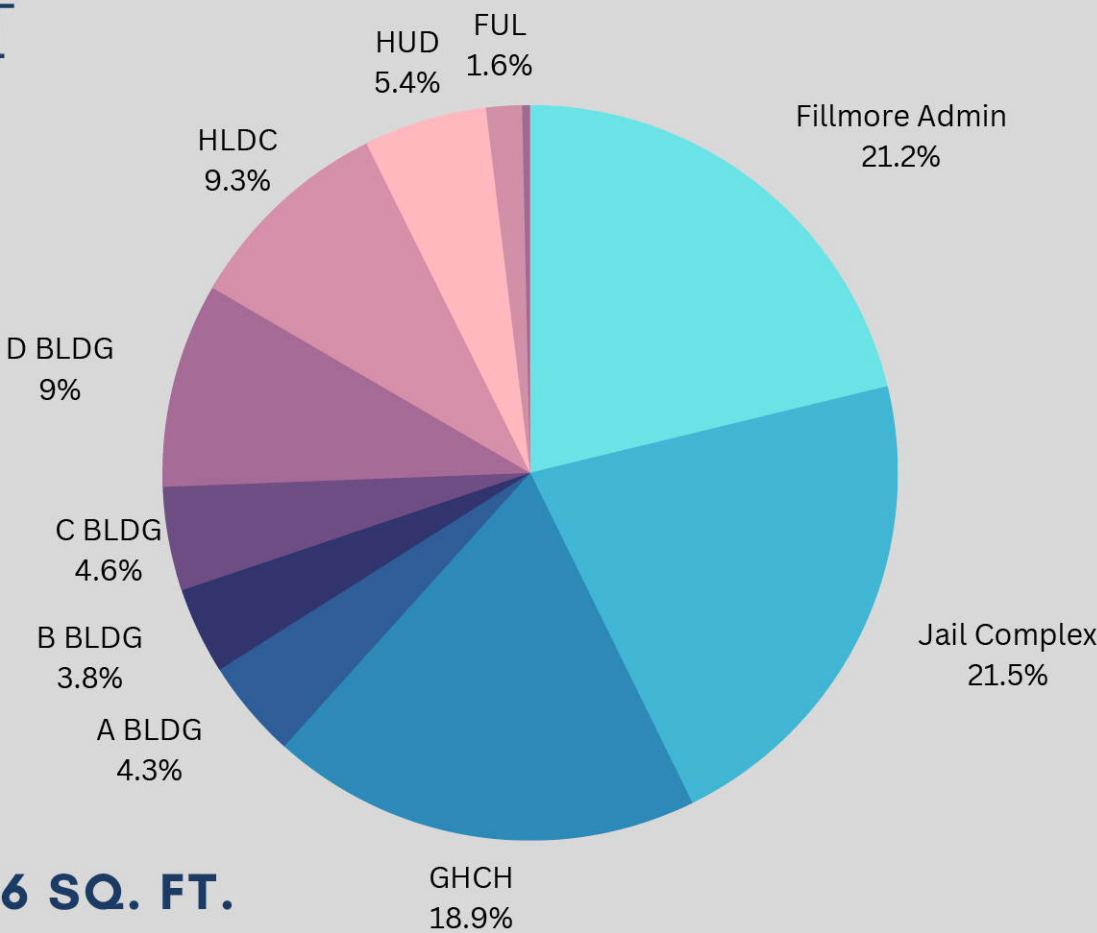


# CUSTODIAL SERVICES

Contract with Enviro-Clean



## BUILDING SIZE COMPARISON



TOTAL: 632,466 SQ. FT.

## JANITORIAL STAFFING

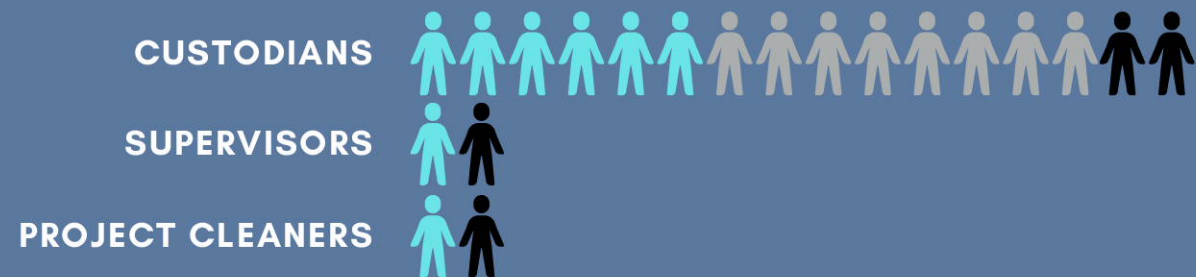
The following chart shows the average number of janitors, janitorial supervisors and project cleaners (special cleaning or floor crew) for different facility sizes. The reported staffing levels are for both in-house and contracted janitorial services. The median amount of floor area cleaned per janitor is about 81,500 rentable square feet, a decrease of about 6,000 RSF compared to the previous report. One potential explanation for this change is the decrease in total rentable square feet managed at the facility while maintaining the total janitorial staff assigned to the facility portfolio (i.e., less space to manage but the same number of people to clean this space).

Average Number of Janitorial Staff by Facility Size

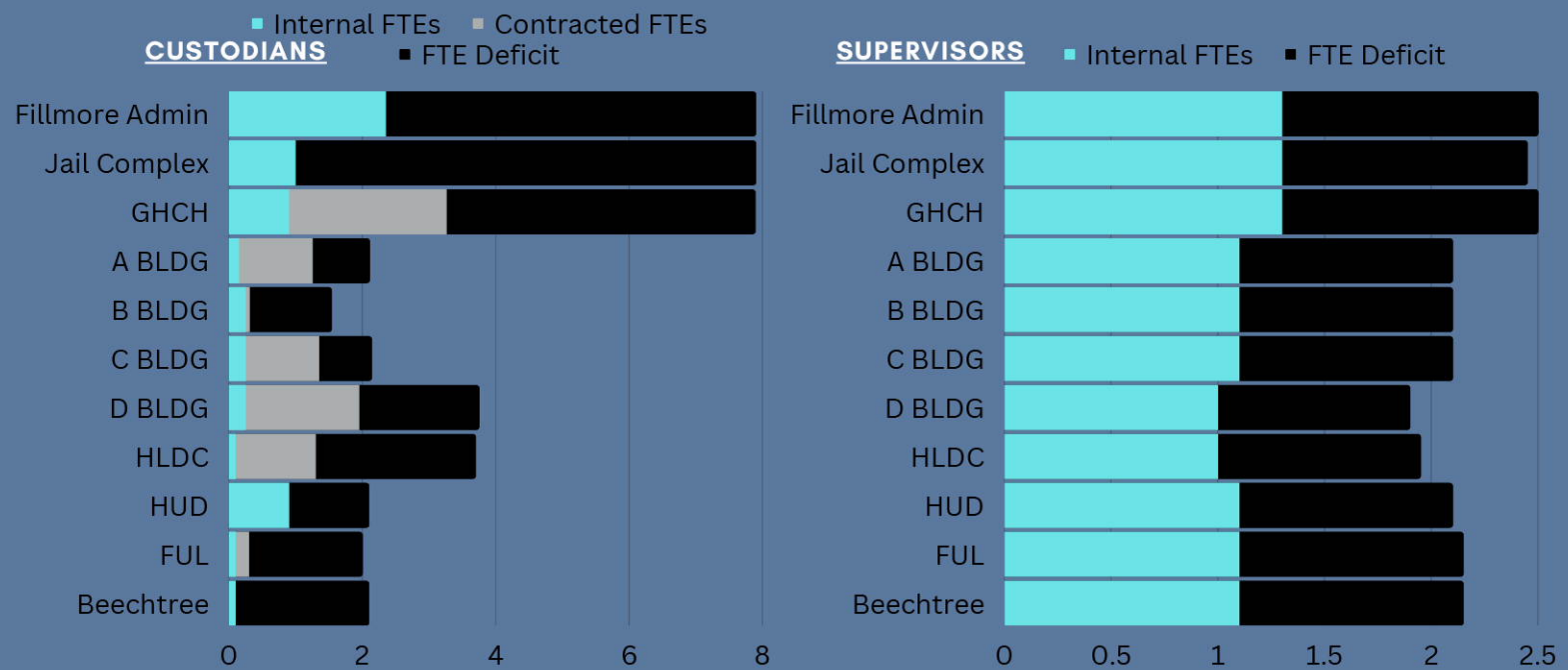
Facility Size (Interior RSF)	N	Number of Janitorial FTEs	Number of Janitorial Supervisor FTEs	Number of Project Cleaners, Special Cleaning or Floor Crew FTEs
< 50,000	63	2.1	1.1	1.8
50,000 – 100,000	78	3.8	1.0	1.2
100,001 – 250,000	101	7.9	1.8	2.0
250,001 – 500,000	65	20.0	2.0	3.6
500,001 – 750,000	30	16.5	2.2	1.9
750,001 – 1,000,000	22	37.4	3.8	4.6
1,000,001 – 1,500,000	19	27.0	3.8	3.1
1,500,001 – 2,000,000	14	77.2	7.8	6.2
2,000,001 – 3,000,000	15	99.2	9.8	9.6
> 3,000,000	16	140.8	10.5	9.6

IFMA 2022 BENCHMARK REPORT PG67

## FTE DEFICIT (TOTAL SQ FT)



## FTE DEFICIT (PER BUILDING)





# CUSTODIAL SERVICES

## AT OTTAWA COUNTY BUILDINGS

### LEVELS OF CLEAN

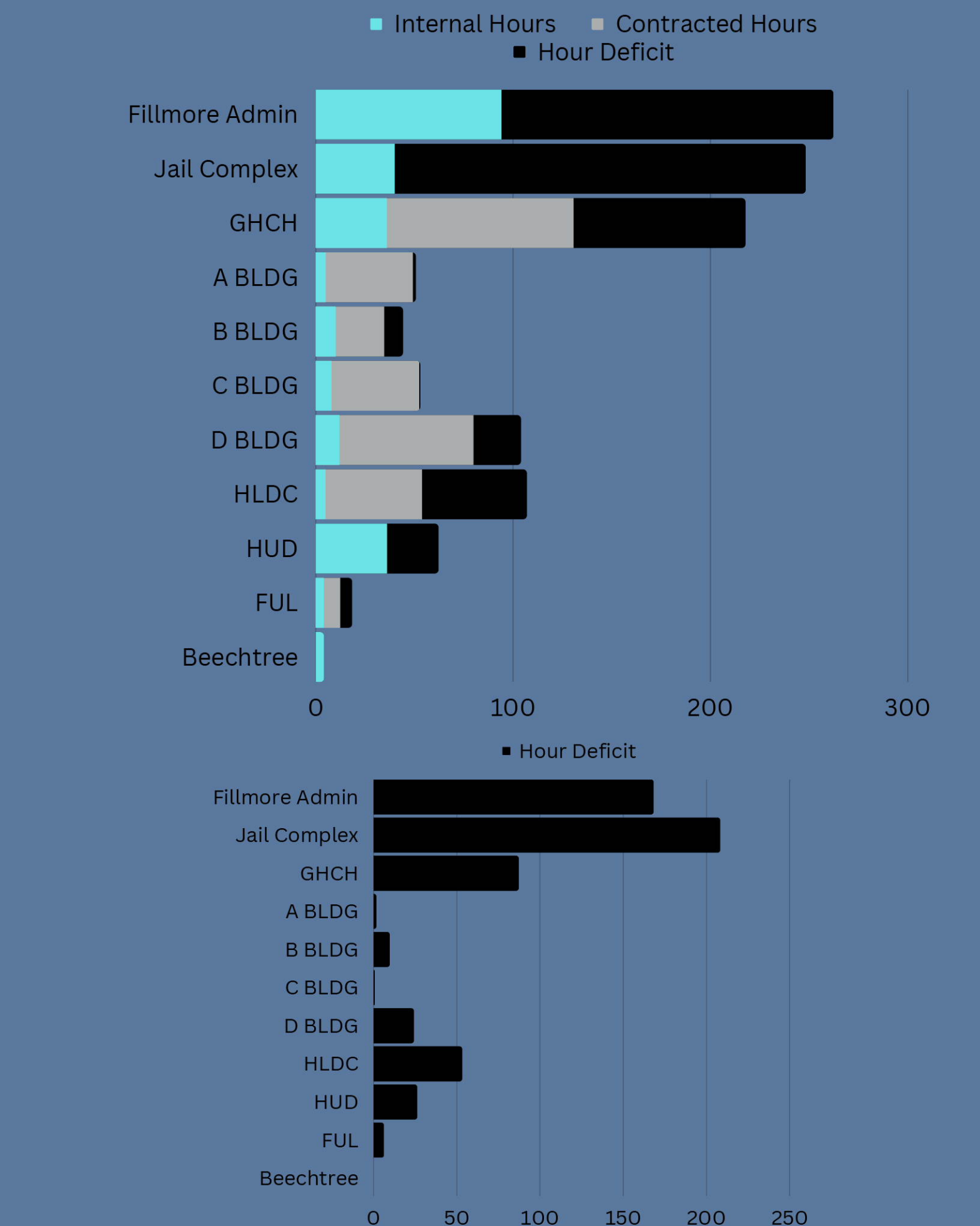
#### COMMON EDUCATION DATA STANDARDS

- LEVEL 1 - `SPOTLESS` CLEANING**, SUCH AS MIGHT BE FOUND IN A HOSPITAL OR CORPORATE SUITE. ONE CUSTODIAN, PROPERLY SUPPLIED AND EQUIPPED, SHOULD BE ABLE TO CLEAN 10,000 SQUARE FEET IN AN 8-HOUR PERIOD, DEPENDING UPON THE CONDITION AND LEVEL OF UTILIZATION OF THE FACILITY.
- LEVEL 2 - INTENSIVE CLEANING**, RESERVED FOR AREAS SUCH AS RESTROOMS, SPECIAL EDUCATION AREAS, KINDERGARTEN AREAS, OR FOOD SERVICE AREAS. ONE CUSTODIAN, PROPERLY SUPPLIED AND EQUIPPED, CAN CLEAN APPROXIMATELY 11,000-18,000 SQUARE FEET IN AN 8-HOUR PERIOD, DEPENDING UPON THE CONDITION AND LEVEL OF UTILIZATION OF THE FACILITY.
- LEVEL 3 - CLEANING REQUIRED TO ENSURE THE HEALTH AND COMFORT OF BUILDING USERS.** ONE CUSTODIAN, PROPERLY SUPPLIED AND EQUIPPED, SHOULD BE ABLE TO CLEAN 19,000-25,000 SQUARE FEET OF SPACE IN 8 HOURS TO THIS STANDARD, DEPENDING UPON THE CONDITION AND UTILIZATION OF THE FACILITY.
- LEVEL 4 - NOT GENERALLY ACCEPTABLE FOR A SCHOOL ENVIRONMENT.** ONE CUSTODIAN CLEANS 26,000-46,000 SQUARE FEET IN AN 8-HOUR PERIOD.
- LEVEL 5 - NOT CONSIDERED HEALTHY.** ONE CUSTODIAN, EVEN PROPERLY SUPPLIED AND EQUIPPED, WILL NOT BE ABLE TO CLEAN 47,000-80,000 SQUARE FEET IN AN 8-HOUR PERIOD, TO A HEALTHY STANDARD, WHATEVER THE UNDERLYING CONDITION OR UTILIZATION OF THE FACILITY.

### INTERNAL/EXTERNAL TASKS

- INTERNAL (CUSTODIAL TASKS)**
  - ALL EXTERNAL TASKS ON TUESDAYS AND THURSDAYS WHEN HOUSEKEEPING SERVICE ARE NOT SCHEDULED
  - FLOOR CARE (BUFFING, WAXING, ENTIRE CARPET CLEANING, SPOT CARTPET CLEANING)
  - UPHOLSTERY CLEANING
  - MAINTAINING CLEANING SUPPLIES FOR EACH BUILDING
  - MAINTAINING PAPER PRODUCT SUPPLY FOR EACH BUILDING
  - SET-UP AND TEAR-DOWN OF ROOM ARRANGEMENTS IN CONFERENCE ROOMS
- EXTERNAL (HOUSEKEEPING TASKS)**
  - DUSTING (LOW/HIGH
  - TRASH REMOVAL
  - VACUUMING
  - RESTROOM CLEANING
  - STAINLESS STEEL POLISHING

### LEVEL 3 CLEAN 5 DAYS PER WEEK







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Campbell Group 4808 Broadmoor Ave SE Kentwood MI 49512	<b>CONTACT</b> NAME: Certificate Department PHONE (A/C, No, Ext): 800-748-0351 E-MAIL ADDRESS: certs@thecampbellgrp.com	<b>FAX</b> (A/C, No): 800-847-3129
<b>INSURED</b> Enviro-Clean Services, Inc. PO Box 2818 Holland MI 49422-2818	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Midwest Employers Casualty Company INSURER B: Hanover American Insurance INSURER C: Allmerica Financial Benefit Insurance Co INSURER D: The Hanover Insurance Company INSURER E: INSURER F:	<b>NAIC #</b> 23612 36064 41840 22292

**COVERAGES****CERTIFICATE NUMBER:** 1811251499**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	Z7IH870213	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AWIH870173	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	U7IH870215	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ENVIR-D	12/31/2022	12/31/2023	PER STATUTE E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Leased/Rented Equipment	N	N	Z7IH870213	1/1/2023	1/1/2024	Limit \$75,000
D	Third Party Crime	N	N	BDI-J250095-00	1/1/2023	1/1/2026	Limit of Liability \$1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT:

General Liability: Additional Insured is included on a primary/non-contributory basis and a waiver of subrogation shall apply.

Automobile Liability: Additional Insured is included on a primary and non-contributory basis and a waiver of subrogation shall apply.

Workers Compensation: A waiver of subrogation shall apply for employers' liability (workers compensation).

**CERTIFICATE HOLDER****CANCELLATION**Ottawa County Facilities Maintenance  
12220 Fillmore Street  
West Olive MI 49460

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Tim Keltman*

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# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 03/14/2023

**Requesting Department:** Fiscal Services

**Submitted By:** Karen Karasinski

**Agenda Item:** FY23 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: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

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

**Action is Related to Strategic Plan:**

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

## Objective:

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

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

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

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

County Administrator: 

Committee/Governing/Advisory Board Approval Date: 03/07/2023

Finance and Administration Committee

Fund		Department	Explanation	Revenue	Expense
4-1550	Governmental Grants	Energy Assistance Grant	The State awarded Community Action Agency an additional \$5,449 towards the Department of Energy Weatherization grant, for a total grant amount of \$341,816. The grant money is used to weatherize homes of lower income customers and promote energy efficiency.	\$ 5,449	\$ 5,449
5-147	Governmental Grants	Reach and Resiliency	Community Action Agency was awarded a new \$25,000 Reach and Resiliency Grant by the Michigan Department of Education. CAA is intending to use funds to pay for food delivery service to deliver food provided by the Emergency Food Assistance Program.	\$ 25,000	\$ 25,000
5-220	Governmental Grants	Low Income Home Energy Assistance Program	Community Action Agency was awarded an additional \$15,000 for the LIHEAP (Low Income Home Energy Assistance Program) grant. The grant provides weatherization assistance to low-income residents of Ottawa County.	\$ 15,000	\$ 15,000
5-643	General Fund	Sheriff	Recognize a donation and appropriate funding for Sheriff's Shop-with-a-Cop Program. This program works with local schools and provides an opportunity for children who are economically challenged to spend an afternoon holiday shopping with an Ottawa County Public Safety Officer.	\$ 5,000	\$ 5,000
5-974	Public Health	Health Department	Decrease FY23 State grant award for Tuberculosis Control to match actual award amount. Original budget forecast was greater than award amount. Total grant award is \$1,337.	\$ (1,836)	\$ (1,836)
5-1023	Substance Use Disorder	ARPA Prevention & Treatment Services	Appropriate funding for grant award from Lakeshore Regional Entity for the prevention and treatment of substance abuse. Funds can be used to pay for staff time, indirect costs, mileage, phone and office supplies.	\$ 200,000	\$ 200,000

Fund		Department	Explanation	Revenue	Expense
5-1161	Community Mental Health Millage	Diversion Intervention Boundary Spanners	Appropriate funding for State grant award for Diversion and Intervention services. The funding will be used for salaries and wages associated with the diversion program. This program diverts individuals with behavioral health conditions or intellectual/development disabilities at multiple points across the criminal justice system. Support for these individuals will direct them to necessary services and treatments.	\$ 216,332	\$ 216,332
5-1198	Community Mental Health Millage	MHGB Covid	Increase in FY23 State grant award for Mental Health COVID Supplemental Services to actual award amount. This is grant has been extended from March 2023 to September 2023. The funding provides training to local first responders and other community stakeholders as part of the Crisis Intervention Team (CIT).	\$ 52,233	\$ 52,233
5-1426	Public Health	Health Department	Increase in FY23 State grant award for Medical Marihuana Operation & Oversight. Original budget forecast was less than actual award amount. The funding for this grant is to be used for education, communication, and outreach regarding the Michigan Medical Marihuana Act.	\$ 1,489	\$ 1,489
5-1440	Farmland Preservation	Farmland Preservation	Carry forwrd an appropriate for (3) previously approved purchase agreements with Jongerkrig (BC22-244), Holstege (BC21-279), and Veldheer Farms (BC22-245) for a conservation easements. The funding source for this purchase is comprised of grant awards and land donations totaling \$1,135,600. The additional expense related to closing costs of \$68,00 will be covered by fund balance (donations collected in prior years).	\$ 1,135,600	\$ 1,203,600
5-1598	General Fund General Fund	Facilities Contingency	Appropriate funding for increase in housekeeping contract with Environmental Services. The increase in contract price will be offset by a combination of Facilities budgetary savings in other expense accounts and increasing their rent revenue. The result is a reduction to contingency of \$112,797.	\$ 80,840	\$ 193,637 \$ (112,797)



# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 03/14/2023

**Requesting Department:** Community Mental Health

**Submitted By:** Marcie Ver Beek

**Agenda Item:** Community Mental Health Personnel Request

## Suggested Motion:

To approve the request from Community Mental Health to add eight full-time new positions and remove two positions at a total cost of \$572,307.20 to be funded by CCBHC grant and Medicaid.

## Summary of Request:

CMHOC continues to experience a significant increase in requests for services for all populations, but especially with children and youth and substance use disorders. To meet these demands CMH is asking to create several new clinical positions. The mental health specialist (SC for Autism) will help to distribute the current caseload size to a more manageable number. The mental health specialist (wrap around coordinator) will allow us to take additional SED Waiver cases. Caseloads for all of our teams have continued to grow including our services with adults with Mental Illness. We are asking for an additional Mental Health Specialist on both our MDT (Multi-disciplinary Team) in Grand Haven and on our Senior Reach team.

The Program Supervisor for Substance Use Disorder will manage the growing SUD internal services teams as well as manage all contracts for SUD. Requests for services in this area have grown over the last several years and the workload for the program coordinator has exceeded what one individual can manage. The current Program Coordinator position that is split between MI contracts and SUD will now only manage the MI contracts.

We are also experiencing increased demand for customer service response to grievances, need additional supports in our Recipient Rights office, as well as assistance with communications/marketing of CCBHC health and wellness initiatives.

[continued]

## Financial Information:

Total Cost: \$572,307.20

General Fund Cost: \$0.00

Included in Budget:

☐ Yes

☒ No

☐ N/A

If not included in budget, recommended funding source:

Budget adjustment in progress.

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

**Action is Related to Strategic Plan:**

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

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

Goal 4, Objective 2: Continue to perform program evaluations and implement outcome-based performance measurement systems.

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

**Administration:**

County Administrator:

☒ Recommended

☐ Not Recommended

☐ Without Recommendation

Item Postponed by Finance & Administration Committee on 2/7/2023

Committee/Governing/Advisory Board Approval Date:

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**SUMMARY OF REQUEST CONTINUED:**

We would like to convert the currently vacant Mental Health Clinician for I/DD services to a Supports Coordinator Aide position. The MH Clinician position has been open for more than a year with no qualified applicants. The rationale for an additional SC Aide is to help manage caseloads. Our current caseload size is approximately 60 people which is becoming unmanageable given new requirements to see individuals in person on a monthly basis.

We would like to convert our recently vacant Peer Support position to a Community Health Worker. A vacancy in this position just occurred and we feel that we can utilize a Community Health Worker more than the peer at this time. Funding for these positions will come mainly from the CCBHC grant but also Medicaid. As we are entering into our second year with CCBHC we have better identified where our service needs are.

The following is a list of requested positions:

Position	Grade	Department	Funding Source
MH Specialist (Supports Coordination – Autism)	8	Family Services	CCBHC Grant
MH Specialist (Wrap Around Coordinator)	8	Family Services	CCBHC Grant
MH Specialist (Customer Service)	8	Administration	CCBHC Grant
Program Supervisor – Substance Abuse Services	15	SUD	Medicaid - SUD
MH Specialist (Senior Reach)	8	MI Adult Services	CCBHC Grant
MH <u>Specialist</u> (MDT GH)	8	MI Adult Services	CCBHC Grant
Supports Coordinator Aide	7	I/DD Adult	Medicaid (replacing vacant MH Clinician Position)
Community Health Worker – SAMHSA/CCBHC	3	CCBHC	CCBHC Grant

2023 Estimated Costs per Deductions  
Employee Costs

CMH Positions Request

			704000			
			FTE	Wages	Benefits	TOTAL COST
Add	MH Specialist	Group T, grade 8	1.0000	50,459.24	39,805.81	90,265.05
Add	MH Specialist	Group T, grade 8	1.0000	50,459.24	39,805.81	90,265.05
Add	MH Specialist	Group T, grade 8	1.0000	50,459.24	39,805.81	90,265.05
Add	MH Specialist	Group T, grade 8	1.0000	50,459.24	39,805.81	90,265.05
Add	MH Specialist	Group T, grade 8	1.0000	50,459.24	39,805.81	90,265.05
Add	Program Supervisor	Unclass, grade 15	1.0000	81,185.00	51,201.13	132,386.13
Add	Supports Coordinator Aide	Group T, grade 7	1.0000	47,170.24	38,594.61	85,764.85
Add	Community Health Worker	Group T, grade 3	1.0000	35,979.32	34,473.49	70,452.81
Remove	MH Clinician	Group T, grade 10	1.0000	57,875.74	42,536.98	100,412.72
Remove	Peer Support	Group T, grade 2	1.0000	33,608.64	33,600.47	67,209.11
TOTAL COST: \$						572,307.20



## Mental Health Specialist – Customer Service

Grade: 8

**Job Summary:** Under the supervision of the Program Supervisor for Integrated Care and Community Development, provides customer service response to consumers; assists with Recipient Rights responsibilities; promotes community awareness of mental health issues and ensures compliance with the Customer Service Standards. Designs, develops and implements campaigns and strategies to market programs and services to people receiving CMH services and other community stakeholders.

### **Essential Job Functions**

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

1. Implements the Customer Services Standards set forth by the Michigan Department of Health and Human Service; participates on local and state run customer service workgroups; maintains the customer service phone line and email processes grievances, questions and concerns; and orients CMHOC staff to Customer Services Standards.
2. Conducts Recipient Rights site reviews and provides related information and education at various sites and provides support to the Director of Recipient Rights as needed.
3. Designs, develops and implements outreach strategies and promotional campaigns to increase awareness and utilization of Certified Community Behavioral Health Clinic (CMHOC) activities available through Community Mental Health of Ottawa County.
4. Collaborates with the Program Supervisor to identify underserved populations and develop outreach activities, communications strategies and programs targeted to this population.
5. Develops and maintains working relationships with local health and human services organizations, school districts and other community stakeholders.
6. Promotes access to community-based mental health treatment services to consumers, community stakeholders and other targeted demographic groups.
7. Develops and disseminates articles, newsletters, social media content and other print and electronic media to market department initiatives.
8. Supports the CMHOC Health Educator with marketing and coordinating health and wellness initiatives of the CCBHC program.
9. Other duties as assigned.

### **Required Educations, Training and Experience:**

Bachelor's degree in a communications, public relations, marketing, human services or related field. Two years of experience marketing, communications or customer services preferred. Knowledge of and experience with different cultural and ethnic groups within Ottawa County is strongly preferred. Lived experiences with mental illness, intellectual/development disabilities, and/or substance use disorders are valued. Bilingual with written and verbal translations skills are valued.

### **Required Knowledge and Skills:**

1. Excellent customer service skills.
2. Excellent organization and time management skills.
3. Thorough working knowledge of communication and marketing practices.
4. Good working knowledge of community resources.
5. Understands and can apply a collaborative approach to both intra-agency and interagency relationships.

**Physical Requirements:**

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

**Working Conditions:**

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

## OTTAWA COUNTY

**TITLE:** MENTAL HEALTH SPECIALIST  
(WRAPAROUND COORDINATOR)

**EMPLOYEE GROUP:** GROUP T

**DEPARTMENT:** MENTAL HEALTH

**GRADE:** 8

**JOB SUMMARY:** Under the supervision of a Program Coordinator, this position serves as A Wraparound Coordinator for consumers (birth to 21) who are diagnosed with a mental illness and meet appropriate criteria for the service. This position coordinates the delivery of therapeutic treatment and community support as a member on treatment teams participating in the development and implementation of person-centered treatment plans. Ensures that consumers access the internal and external treatment services and community-based social services required for achievement of treatment goals and maximum independent functioning.

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

1. Receives consumer case referrals and conducts interviews to obtain necessary information to complete assessments of consumers' needs and community/natural support systems.
2. Develops plan of service with consumers and parents/guardians detailing the specific services the consumer will participate in including health, personal development, school, work, and family related services.
3. Coordinates and facilitates consistent wraparound meetings to discuss, collaborate, and plan with consumer/family for programs and progress identified in the treatment plan.
4. Assists consumers/families during emergency situations by determining needs and coordinating with the Crisis Team for placement into hospitals or other medical clinics if necessary.
5. Monitors implementation of the plan of service for each assigned consumer. This includes providing regular follow-up and monitoring services related to plan goals, objectives, and planned interventions and completing periodic reviews, required assessments and status reports.
6. Assures adherence to all rules and regulations of the Department of Health and Human Services, CARF, Seriously Emotionally Disturbed Waiver, and Wraparound Rules.
7. Coordinates services and may attend appointments for consumers among all involved agency personnel as defined by the established treatment plan in areas such as housing, legal, clothing, medical/psychological care, social security, utilities, education, etc.
8. Participates with therapists and other specialists in obtaining psychosocial information and developing reviewing, and modifying the treatment plan to improve individual behaviors, life and social skills, and recovery from traumatic life events.
9. Uses a computer to maintain complete, detailed, secure, confidential case records consistent with Department of Community Health standards, agency procedures and requirements of third-party funding sources.
10. Complies with recipient rights reporting requirements established by the Community Health Code and procedures of the Community Health Services Board.
11. Assists respective supervisor(s) in evaluating the effectiveness of current programming and makes suggestions for improvements.
12. Explains, initiates, and explains respite program and self-determination program to families, staff, fiscal intermediaries, quality improvement, community organizations and other parties.
13. Other duties as assigned.

### **REQUIRED KNOWLEDGE AND SKILLS:**

1. Good working knowledge of mental illness, developmental disabilities and current supports and services coordination theory and practice for individuals with mental health concerns and developmental disabilities.



2. Good working knowledge of the principles and practices of medical record documentation and medical records management. Ability to produce timely clinical notes.
3. Good working knowledge of behavioral modification protocols, practices, and techniques.
4. Thorough working knowledge of professional standards of practice and ethics.
5. Good working knowledge of public and private services and community resources available to the mentally ill and developmentally disabled populations.
6. Understands and can apply a collaborative approach to both intra-agency and interagency relationships.
7. Shows dignity and respect for mental health consumers and interacts with consumers with warmth and competence.
8. Ability to provide quality assessments of individuals.
9. Shows willingness to learn and use new skills and takes regular advantage of internal and external training and staff development opportunities and resources.
10. Knowledge-based competencies in person-centered planning.
11. Computer literacy and working knowledge of word-processing, spreadsheet, database and other necessary software programs.
12. Good communication skills, verbal and written.

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

Bachelor's degree in a human services discipline is required. Two years of relevant experience in a mental health agency is preferred. Must be trained in Wraparound model and complete 24 hours child specific training annually.

**CERTIFICATIONS AND LICENSES:**

Possession of a valid Michigan driver's license required. Prefer this individual will possess or obtain State of Michigan licensure as a Licensed Bachelor's Social Worker or Limited Licensed Bachelor's Social Worker.

**PHYSICAL REQUIREMENTS:**

Must be able to access consumers at various locations.

**WORKING CONDITIONS:**

Works in office and community location (homes, schools, etc.). Travels throughout the area to attend meetings and access consumers in the community and in their homes.

# OTTAWA COUNTY

**TITLE:** MENTAL HEALTH SPECIALIST  
(SUPPORTS COORDINATION)

**EMPLOYEE GROUP:** GROUP T

**DEPARTMENT:** MENTAL HEALTH

**GRADE:** 8

**JOB SUMMARY:** Under the supervision of a Program Coordinator, this position serves as a Supports Coordinator for OCCMH consumers (birth to 21) who are diagnosed with an Autism Spectrum Disorder. This position assists youth and their families with accessing appropriate supports and services. As well, this position holds responsibility for assuring self-determination services are carried out appropriately for consumers within OCCMH. To do so this staff position will work with CMHOC staff, providers and fiscal intermediaries.

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

1. Receives consumer case referrals and conducts interviews to obtain necessary information to complete assessments of consumers' needs and community/natural support systems.
2. Develops plan of service with consumers and parents/guardians detailing the specific services the consumer will participate in including health, personal development, school, work, and family related services.
3. Monitors implementation of the plan of service for each assigned consumer. This includes providing regular follow-up and monitoring services related to plan goals, objectives, and planned interventions and completing periodic reviews, required assessments and status reports.
4. Assures adherence to all rules and regulations of the Department of Health and Human Services, and CARF.
5. Coordinates services for consumers among all involved agency personnel as defined by the established treatment plan in areas such as housing, legal, clothing, medical/psychological care, social security, utilities, education, etc.
6. Enhances community understanding and acceptance of developmentally disabled individuals and promotes mental health services through community presentations to civic and community agencies and other interested groups, as appropriate.
7. Uses a computer to maintain complete and detailed case records consistent with Department of Community Health standards, agency procedures and requirements of third-party funding sources.
8. Ensures that clinical documentation regarding consumers is kept secure and confidential and maintained consistent with Department of Community Health and Community Mental Health policies and procedures.
9. Complies with recipient rights reporting requirements established by the Community Health Code and procedures of the Community Health Services Board.
10. Assists respective supervisor(s) in evaluating the effectiveness of current programming and makes suggestions for improvements.
11. Explains respite program and self-determination program to families, staff, community organizations and other parties.
12. Maintains self-determination paperwork in coordination with fiscal intermediaries, quality improvement and other CMHOC staff.
13. Other duties as assigned.

**REQUIRED KNOWLEDGE AND SKILLS:**

1. Good working knowledge of autism spectrum disorders and current supports and services coordination theory and practice for individuals with developmental disabilities. Good working knowledge of trauma theory.
2. Good working knowledge of the principles and practices of medical record documentation and medical records management. Ability to produce timely clinical notes, assessments and treatment plans.
3. Good working knowledge of community resources.
4. Understands and can apply a collaborative approach to both intra-agency and interagency relationships.
5. Shows dignity and respect for mental health consumers and interacts with consumers with warmth and competence.
6. Ability to provide quality assessments of individuals.
7. Shows willingness to learn and use new skills and takes regular advantage of internal and external training and staff development opportunities and resources.
8. Knowledge-based competencies in person centered planning.
9. Computer literacy and working knowledge of word-processing, spreadsheet, database, and other necessary software programs.
10. Good communication skills, verbal and written.

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

Bachelor's degree in a human services discipline is required. Two years of relevant experience in a mental health agency is preferred. Must be trained in Autism Benefit rules and complete 24 hours child specific training annually.

**CERTIFICATIONS AND LICENSES:**

Ideally this individual will possess or obtain State of Michigan licensure as a Licensed Bachelor's Social Worker or Limited Licensed Bachelor's Social Worker. Must qualify as a QIDP (Qualified Intellectual Disability Professional.) Possession of a valid Michigan driver's license required.

**PHYSICAL REQUIREMENTS:**

Must be able to access consumers at various locations.

**WORKING CONDITIONS:**

Works in office locations and day programing areas. Travels throughout the area to attend meetings and access consumers in the community and in their homes.



# Mental Health Program Supervisor – Substance Use Disorder (SUD)

**Class Title**

Mental Health Program Supervisor

**Class Code**

2840

**Salary**

\$38.27 - \$49.74 Annually

**Job Description**

Under the general direction of the Executive Director of Community Mental Health and the Mental Health Board, develops, implements, and manages programs that provide quality behavioral health care services and resources to target populations within the county. Responsible for overall development, oversight and implementation of departmental budgets.

**Essential Job Functions**

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

1. Supervises management and clinical staff, including hiring and termination procedures, administering policies and procedures, reviewing and evaluating work performance, identifying training and development opportunities, and administering disciplinary actions.
2. Participates in long range organizational planning to provide innovative and cost-effective mental health services.
3. Assures that all assigned programs comply with agency mission and values, as well as guidelines, procedures, and protocols established by the Department of Community Health, CMHOC Board, Recipient Rights, CARF, HIPAA, and other accrediting or regulatory agencies.
4. Participates in the development of the annual CMH operating, personnel, and capital budget proposals.
5. Monitors and adjusts program budgets on an on-going basis to ensure fiscal efficiency of assigned programs.
6. Manages and oversees various specific grants for SUD services.
7. Serves as a member of Executive Leadership team and serves as chair of committee(s) as assigned by Executive Director.
8. Interacts with LRE and CMHOC Board Members and with local and state politicians.
9. Represents the Mental Health Director at inter-agency, community, and state meetings related to planning, development, and implementation of discipline-specific services.
10. Directs and participates in the development of agency policies and procedures. Participates in the development of plans and strategies to increase the efficiency and cost-effectiveness of community-based SUD services.

11. Ensures assigned delivery service units operate within established quality standards. Directs and participates in the development and implementation of quality assurance protocols to ensure continuous improvement in the delivery of SUD services to customers.
12. Assists subordinate staff in responding to recipient rights issues and complaints in accordance with Chapter 7 of the Michigan Mental Health Code and MDCH Rule 325, Sec. 1430- 14306.
13. Identifies funding opportunities to support new and continuing SUD services and prevention, and directs and participates in the development and submission of funding proposals.
14. Serves on state-wide work groups and Ottawa County collaborative committees, representing the interests and resources of Community Mental Health.
15. Represents CMHOC executive leadership through public speaking and community educational events.
16. Ensures that all community mental health services staff comply with training and continuing education requirements for maintenance of licenses and accreditation.
17. Serves as an advocate for greater access to affordable, quality mental health care for the target population.
18. Prepares all required assessment, quality assurance, and operating and financial reports for the Board of Commissioners, Mental Health Board, MDCH and federal regulatory and funding sources.

### **Required Education, Training and Experience**

Master's degree from an accredited institution in psychology, social work, or a related human services field with at least five (5) years of progressively responsible experience in community-based mental health programs, including at least two (2) years as a supervisor or manager and two (2) years in community mental health program development and administration.

For those supervising staff who work with children/adolescents, must have or attain certification as CAFAS/PECFAS reliable rater, and must complete 24 hours child-specific training annually.

For those supervising staff working with individuals with co-occurring mental illness and substance use disorders, CAADC required, CCS certification preferred.

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

### **Licenses and Certifications:**

Must possess or obtain State of Michigan licensure as a Licensed Psychologist; Limited Licensed Psychologist; Licensed Master's Social Worker; or appropriate licensure or certification in a human services related field.

### **Additional Requirements and Information**

#### **Required Knowledge and Skills:**

1. Thorough working knowledge and ability to effectively demonstrate the principles and practices of administration of community-based mental health services.
2. Thorough working knowledge and ability to effectively demonstrate managerial and supervisory principles and practices.
3. Thorough working knowledge of CMHOC departmental organization, procedures, and regulations.
4. Thorough working knowledge and ability to effectively demonstrate effective leadership techniques, problem solving, conflict resolution, and program development.
5. Excellent ability to effectively negotiate and resolve consumer and family/guardian conflicts/issues.
6. Thorough working knowledge and ability to effectively demonstrate the principles and practices of clinical assessment and diagnosis, and the DSM-5 criteria, as appropriate to the target population.
7. Thorough working knowledge and ability to effectively demonstrate mental health evidence-based practices and recovery principles or best and/or emerging best practices, as appropriate to the target population.
8. Thorough working knowledge of local, state, and federal health codes, statutes, rules, and regulations as they relate to the Community Mental Health system, including but not limited to the Medicaid Provider Manual, Michigan Mental Health Code, HIPAA, CARF, LRP Service Selection Guidelines, Title X and Recipient Rights.
9. Thorough working knowledge of the major categories of psychiatric illness, substance use disorders, and developmental disabilities experienced by the consumer group served. Special expertise in the core service delivery area.
10. Thorough working knowledge and ability to effectively demonstrate professional standards of practice and ethics.
11. Thorough working knowledge and ability to effectively demonstrate the principles and practices of budget preparation and control.
12. Thorough working knowledge and ability to effectively demonstrate the principles and practices of medical record documentation and medical records management.
13. Thorough working knowledge and ability to effectively demonstrate strategic planning.
14. Thorough working knowledge of program assessment and quality assurance principles, practices, protocols and instruments.
15. Thorough working knowledge and ability to effectively demonstrate proposal development and grant writing principles and practices.
16. Excellent interpersonal community and public speaking skills and ability.
17. Ability and willingness to learn and use new skills and take advantage of internal and external trainings and staff development opportunities and resources.
18. Excellent verbal and written communication skills.
19. Computer literacy and working knowledge of word-processing, spreadsheet, database and project management software.



**Physical Requirements:**

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

**Working Conditions:**

Work is typically performed in a normal office environment.

# Action Request

Electronic Submission – Contract # 1862



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 3/14/2023**

**Vendor/3<sup>rd</sup> Party: N/A**

**Requesting Department: ADMINISTRATOR**

**Submitted By: JOHN GIBBS**

**Agenda Item: ADMINISTRATION PERSONNEL REQUEST**

## Suggested Motion:

To approve a request from the Office of the Administrator to reclassify the Executive Assistant position as Senior Executive Aide to the Administrator, at a cost of \$37,349.08, funded by the General Fund contingency for fiscal year 2023.

## Summary of Request:

To ensure that the Office of the Administrator functions at its maximum potential, it is requested to reclassify and upgrade the Executive Assistant position, which is currently vacant, as Senior Executive Aide to the Administrator, moving it from Unclassified Pay Grade 9, Step 1, to Unclassified Pay Grade 13, Step 4. This increase is commensurate with the additional responsibilities and required job qualifications of the new position.

Attached is a position description, position justification, and budget spreadsheet with further information. This is approved by the Office of the Administrator.

## Financial Information:

Total Cost: \$37,349.08

General Fund Cost: \$37,349.08

Included in Budget: No

If not included in Budget, recommended funding source:

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

## Action is Related to Strategic Plan:

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

## Administration:

Recommended by County Administrator:

3/10/2023 3:46:38 PM

Committee/Governing/Advisory Board Approval Date:

## Senior Executive Aide to the Administrator: Administrator's Office

### Job Description

Under the supervision of the County Administrator, the Senior Executive Aide position upgrades the role of Executive Assistant by combining it with the role of a Senior Analyst to the Administrator, assisting the administrator in the task of managing the county's departments towards measurably promoting and achieving the County's mission and vision. To enable the Administrator to better focus on key tasks, the Administrator will delegate certain high-level tasks to the Senior Executive Aide, such as: developing or refining systems and procedures, using data and analytics to develop systems to solve recurring problems and issues, following up and getting additional information from meeting attendees, and using marketing and media principles to help the Administrator better present the County's work to the public. The Senior Executive Aide will serve as the first point of contact for those seeking to schedule a meeting with the Administrator. The Senior Executive Aide will also assist the County Administrator in building and maintaining positive relationships with program offices, while gaining expertise in program and budget details so as to better assist the Administrator in managing and directing those programs in order to best advance the County's interests. Additionally, the Senior Executive Aide will perform all duties of an Executive Assistant, including highly responsible clerical, technical and sub-administrative work for the County Administrator's Office, and will be responsible for complex administrative functions utilizing knowledge of specialized departmental operations, rules and technical and administrative procedures. The Senior Executive Aide will review and analyze budget performance reports, draft the budget for designated funds/activities, create and maintain specialized databases, coordinate countywide purchasing activities, and coordinate a variety of specialized functions and special projects.

### Essential Job Functions

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

1. Performs paraprofessional, administrative support to the County Administrator and Deputy County Administrator, other professional personnel as assigned.
2. Develops strategies for the county administrator in solving difficult, high-level problems and issues, such as budget analysis, management structures, and the analysis of complex data.
3. Handle day-to-day or process-related tasks and scheduling, so that the Administrator can focus on the higher-level governing of the County.
4. May be responsible for the accounts receivable and accounts payable functions of a department, ordering equipment and materials, tracking requests, and ensuring appropriate documentation.
5. May be responsible for reviewing department budget performance reports for emerging revenues shortfalls and/or expenditure overages and identifies potential issues.
6. May be responsible for drafting the department budget for designated funds and developing appropriate supportive documentation and justification for the budget.
7. May be responsible for reviewing the work/activities of staff in other departments to ensure compliance with policies in areas of assignment.
8. May be responsible for flow of applicant pipeline, interview phases, modern assessment techniques, review, onboarding and best placement of new talent (permanent, intern, volunteer) for coordinated scheduling and mentorship.
9. May devise and develop office forms and procedures. Creates and maintains databases and produces a variety of reports related to departmental activities. Creates, formats, and edits documents.
10. Applies basic accounting principles in developing and maintaining spreadsheets applications for a variety of County functions.



11. Receives mail, telephone calls and personal callers, handling certain matters directly or referring more complex ones to appropriate employee or official.
12. Performs one or more phases of a department's work requiring knowledge of complex rules and regulations or the handling of difficult procedures.
13. Assembles materials and prepares reports of departmental service activities, fiscal status reports, budgets, and other data.
14. May take and transcribe minutes at various meetings. Prepares agenda for various meetings and works with managers to collect materials and assemble and distribute meeting packets.
15. Prioritize key information the Administrator needs to know in order to make decisions and formulate internal or external position statements.
16. Collects and catalogues business cards collected at meetings. Takes pictures of the Administrator in action for use in media and County publications.
17. Responsible for departmental contacts with other governmental agencies to exchange information on matters of mutual interest.
18. Uses principles of media and marketing to help the Administrator better communicate with the community, using marketing analytics to measure the impact.
19. Construct broader understanding of public opinion on various issues for current governance and forward looking planning in light of changing countywide needs and growth rates.
20. Evaluates quality of project and performance management processes and tools, and contributes to edit and review of internal and external reports and memorandums.
21. Newly conceptualizes, revitalizes and bolsters countywide partnerships and relationships with an eye to pioneering unique community interface in areas such as: public health, mental health, education, environment and agriculture.
22. Contribute input to timely completion, functionality and finesse pertaining to new construction and expanded capabilities of County facilities.
23. May document useful literature and resources (including blogs, social media and local media) pertaining to formerly unaddressed subjects – or relay how to identify and obtain the most pertinent literature and resources in its absence.
24. Identify subject matter experts/enthusiasts and request for meeting with Administrator.
25. Stay informed on intercounty events calendars and authors, speakers, academics, and bipartisan candidates visiting neighboring counties. Have brand or co-brand presence, either with in-person representative or passable brochures, at speaker events and County fairs.
26. Arrange for class or sports teams or artistic talent, as well as new businesses and new community groups, to be showcased with County recognition.
27. Cross check County performance, periodically (bi-monthly), with Statewide, Regional, and Congressional focus areas.
28. Stays up-to-date on innovative planning, best practices and intercounty/intracounty/public-private partnerships utilized at comparable counties and districts in size, scope and/or characteristics - internationally, nationally and statewide.
29. Monitor rate of new businesses and enterprises, new residents, new school enrollment, new volunteer organizations, new social groups, etc. and compare trendline with neighboring Kent County, Washtenaw County, Ingham County, etc.
30. Expand articulation of total addressable market of County need areas and growth areas. Establish subject area landscape of public, private and non-profit involvement and progress.
31. Inspires an internal and external culture of success regarding improved customer service and enhanced collaboration via responsible and responsive oversight and management.
32. Compare and contrast 3-month and 6-month accomplishments from prior 5-20 years in specific need and growth areas.

33. Audit Ottawa County brand and voice to reflect ongoing accomplishments and (top-down and bottom-up) stakeholder feedback. Develop County toolkits for best practices on various issues and visualized vendor assessment reports, using quantitative and qualitative aspects as well as one-time versus daily versus seasonal versus annual variations.
34. Maintains the Board calendar. Prepares agendas for Board and committee meetings based on input from administrator, department heads and elected officials. Works with managers and others to collect materials for Board and committee meetings and assembles and distributes meeting packets. Distributes agendas and places on County website.
35. Following Board and Committee meetings, follows-up on agenda items, such as placing on agenda of another committee, referring information to legal counsel, preparing documents for signature, or other action. May assist in researching issues by calling other counties or agencies, and collecting and compiling information.
36. Assists the Administrator on special projects by making calls, collecting and compiling information, checking on various potential sources of information, and providing related support assistance. Works with Department Heads and staff to obtain needed information.
37. Provides administrative support to the Board, including processing bills, making travel arrangements, organizing special meetings, preparing their budget, and related functions.
38. Responsible for the supervision of the Administrator's Office Secretary.
39. Perform other functions as assigned.

### **Required Education, Training and Experience**

Master in Business Administration from an accredited institution is strongly preferred, with specific experience in Strategic Management, Innovation, and Marketing/Branding, and Dean's List or Honor Roll. Undergraduate major or minor from an accredited institution in an analytical or engineering discipline is strongly preferred, as is experience working internationally at the non-profit level. At least two years of experience serving on a major board.

### **Additional Requirements and Information**

#### **REQUIRED KNOWLEDGE AND SKILLS:**

1. Experience working with a Principal at the Vice President- or C-Suite level, in order to understand how to serve and collaborate with an Executive.
2. Experience managing complex projects, such as identifying and segmenting the user base for a program or product
3. Experience in launching new initiatives in mobile health and early treatment, in collaboration with the public sector, media, for-profit and non-profit stakeholders.
4. Complex data analysis or analytics in diverse settings, such as marketing, business deals, or similar.
5. Finance background, from such experiences as venture capital, social investing, M&A, or similar
6. International experience at the non-profit level, to better understand how to serve the growing international population of Ottawa County. This includes, but is not limited to, domestic and international public health outreach background, especially with Asian and Hispanic communities.
7. Prior experience serving on a major board, in order to understand the ecosystem of boards that Ottawa County is a part of and interacts with.
8. Understands and can apply a collaborative approach to both intra-agency and interagency relationships.
9. Ability to provide quality assessments of individuals.
10. Shows willingness to learn and use new skills and takes regular advantage of internal and external training and staff development opportunities and resources.



11. Knowledge-based competencies in person centered planning.
12. Computer literacy and working knowledge of word-processing, spreadsheet, database, and other necessary software programs.
13. Good communication skills, verbal and written.
14. Excellent customer service skills.
15. Computer literacy, including thorough working knowledge of word processing, spreadsheet and database management applications software.
16. Excellent oral and written communication skills.
17. Excellent interpersonal and human relations skills.
18. Ability to interact positively and objectively with elected officials, department directors, managers, contractors and consultants, employees, parties with interests in matters involving the County, and members of the general public from a wide range of cultural and socio-economic backgrounds and with varying levels of educational attainment and communications skills.

**Physical REQUIREMENTS:**

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

**WORKING CONDITIONS:**

Office-based, with travel throughout the area to attend meetings with local stakeholders, businesses, and citizens.



# Justification for Establishing a Senior Executive Aide Position

## Office of the Administrator

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

The volume of County departments, elected officials, boards, committees, programs, and budgets, means that the County Administrator and Deputy County Administrator alone do not have the bandwidth to handle all that is required to successfully manage the County. Thus, the Senior Executive Aide position upgrades the Executive Assistant position by combining it with the role of a Senior Analyst to the Administrator. Similar to a Chief of Staff position in the public and private sectors, this position provides the Administrator with the duties of an Executive Assistant, Programmatic & Financial Analyst, Scheduler, Confidant, and Body Person, all in one. The Senior Executive Aide reports directly to the Administrator, assists the Deputy Administrator as needed, and performs common tasks such as scheduling, note-taking, and handing incoming communications, as well as higher-level tasks such as developing strategy, processes, and procedures, and collecting and analyzing data or financial reports. A Masters degree is strongly preferred, since the ability to retrieve and organize complex, disjointed information; to accomplish multi-faceted, multi-step assignments; and to quickly learn complicated County and non-county systems and procedures, is a must.

As an upgrade of the Executive Assistant position, the Senior Executive Aide position will subsume the functions of the currently vacant Executive Assistant position, and will be funded by the budget currently reserved for the Executive Assistant position, plus additional available funds.

2023 Estimated Costs per Deductions  
Employee Costs

Executive Assistant  
Unclassified-Paygrade 9-Step 1

FTE	Wages	Benefits	TOTAL COST
1.0000	54,101.00	40,768.81	94,869.81

Senior Executive Aide to the Administrator  
Unclassified-Paygrade 13 (Step 4 per Administrator Gibbs)

FTE	Wages	Benefits	TOTAL COST
1.0000	81,538.00	50,680.89	132,218.89

Cost: 37,349.08